



Office of the Sangguniang Panlungsod

**CITY RESOLUTION NO. 2024-415
Series of 2024**

A RESOLUTION AUTHORIZING THE TERMINATION OF THE MEMORANDUM OF AGREEMENT ENTERED BY THE CITY GOVERNMENT OF BACOR, CAVITE AND ICON CONSTRUCTION AND BUILDERS CORPORATION ON 10 JULY 2023.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adriellito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan and Hon. Levy M. Tela.

WHEREAS, on 10 July 2023, the City Mayor on behalf of the City Government of Bacoor by virtue of City Resolution No. 2023-259, entered into a Memorandum of Agreement (MOA) with ICON Construction and Builder's Corporation for the construction and development of a housing project.

WHEREAS, on 8 January 2024, the Sangguniang Panlungsod issued City Resolution No. 2024-406 revoking City Resolution No. 2023-259 due to the failure of ICON Construction and Builders Corporation to fulfill its contractual obligations in relation to the city government's public housing program pursuant to City Of Bacoor Urban Development and Housing Board Resolution No. 12, Series of 2023.

WHEREAS, the members of the Task Force for 4PH Program convened last January 9, 2024 to discuss the failure of ICON Construction and Builders Corporation to rectify the same and to recommend the termination of the MOA signed by the City Mayor on behalf of the City Government of Bacoor and ICON Construction and Builders Corporation

WHEREAS, on 17 January 2024, the City Mayor, Hon. Strike B. Revilla, requested the Sangguniang Panlungsod to pass a resolution authorizing the termination of the Memorandum of Agreement (MOA) entered into by the City Government of Bacoor and ICON Construction and Builder's Corporation on 10 July 2023.

WHEREAS, after deliberating upon the said request, the Sangguniang Panlungsod unanimously decided to grant the request of the City Mayor.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan, unanimously seconded by the members of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite in

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor / President Pro-Tempore

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO

Liga ng mga Barangay President
OFFICIAL BUSINESS

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Approved by:

HON. STRIKE B. REVILLA
City Mayor



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Acting Presiding Officer

Approved by:

HON. STRIKE B. REVILLA
City Mayor

regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by this Body to terminate the Memorandum of Agreement entered by the city government with ICON Construction and Builders Corporation on 10 July 2023.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the CBUDHB, ICON Construction and Builders Corporation, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and all government agencies concerned with copies of this Resolution.

APPROVED this 22nd day of January 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer/President Pro Tempore

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Approved by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ___ day of _____ 2023 (the "Effective date"), at the City of Bacoor, Cavite, by and between:

THE CITY GOVERNMENT OF BACOOR, a local government unit, duly organized and existing in accordance with the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite represented in this Act by **HON. STRIKE B. REVILLA**, in his capacity as the City Mayor, pursuant to his authority conferred by the Sanggunian Panlungsod, embodied in City Resolution No. _____, (Attached herein as Annex "A") and hereinafter referred to as "**LGU BACOOR**";

-and-

ICON CONSTRUCTION & BUILDERS CORPORATION, a corporation organized and existing in accordance with the laws of the Republic of the Philippines, with principal office address at 2/F CJT Trading, Buhay na Tubig St., Imus City, Cavite, Philippines, represented in this Act by its President, **MR. IVAN ALEXEI A. TADEO**, and hereinafter referred to as "**ICON CONSTRUCTION**".

Individually referred to as "**PARTY**" and collectively referred to as the "**PARTIES**".

WITNESSETH:

WHEREAS, the **LGU BACOOR**, under Republic Act No. 7160, otherwise known as the *Local Government Code of 1991*, is mandated to exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of the basic services and facilities, such as programs and projects for low-cost housing and other mass dwellings among others;

WHEREAS, under the Charter of the City of Bacoor as embodied under Republic Act No. 10160, the City Mayor, for efficient, effective and economical governance, the purpose of which is the general welfare, of the City and its inhabitants, shall ensure the delivery of basic services and the provision of adequate facilities;

WHEREAS, under the said Charter, the City Mayor shall exercise those powers expressly granted to him by law, those necessarily implied therefrom, as well as powers necessary, appropriate or incidental for the efficient and effective governance of the City, and those which are essential to the promotion of the general welfare, including acting as the representative of the City in all its business transactions and signing on its behalf all bonds, contracts and obligations, and such other documents upon the authority of the sangguniang panlungsod or pursuant to law or ordinance;

WHEREAS, the **ICON CONSTRUCTION** seeks to utilize one of its properties located at _____ (the "Subject Property") as a the site for the **LGU BACOOR's** Housing Project for its City Employees, Public School Teachers, Uniformed Personnel and other government employees from national agencies stationed in Bacoor;

WHEREAS, the **LGU BACOOR** has an existing Memorandum of Understanding with the Home Development Mutual Fund (Pag-IBIG) whereby the latter agreed to facilitate the housing loan of the target beneficiaries and provide other allowable accommodations to ensure swift approval of all qualified applicants who will be given units at the abovementioned Housing Project Site;

WHEREAS, the **ICON CONSTRUCTION** is a construction corporation in Cavite that has experience in the construction of vertical housing projects and other residential and commercial projects in Metro Manila and surrounding provinces;

WHEREAS, the **ICON CONSTRUCTION** expressed its willingness to enter into an Agreement and construct the Housing Project of the City Government of Bacoor at the subject property, and utilize the Pag-IBIG Housing Loan Facility to recover all construction expenses in the Housing Project Site (the "Housing Project");

WHEREAS, the **LGU BACOOR**, as the registered owner of the subject property, agrees to this proposal in order for its Housing Project for the City Employees and Public School Teachers to be realized;

NOW, THEREFORE, for and in consideration of the following terms and conditions, the **LGU BACOOR**, as part of its governmental function, and the **ICON CONSTRUCTION**, in its corporate capacity, hereby freely and mutually agree that:

I. SCOPE OF WORK

1. The **LGU BACCOOR** shall engage the services and expertise of the **ICON CONSTRUCTION** for the construction of the _____-storey Housing Project of the City at _____; and

2. The construction of the Housing Project shall be in accordance with the bill of materials and scope of works agreed by both Parties without additional cost to the **LGU BACCOOR**, except when there is a change or additional order from the **LGU BACCOOR** not previously agreed on by both Parties before the execution of this Agreement, which will entail change of quality and quantity materials listed on the Bill of Materials. For this purpose, **LGU BACCOOR** shall be represented by its City Engineering Office.

3. The construction of the Housing Project shall be consistent with the standards of the Department of Human Settlements and Urban Development (formerly Housing and Land Use Regulatory Board [HLURB]) and other standards set by other applicable law, rules and regulations or agencies related to the construction of mass dwellings

II. RESPONSIBILITIES OF THE ICON CONSTRUCTION

1. The **ICON CONSTRUCTION** recognizes and supports the goal of the **LGU BACCOOR** to promote home ownership to its City Government employees as well as the public school teachers, among others, for their own welfare and improvement;

2. The **ICON CONSTRUCTION** undertakes to finance the said proposed vertical housing project of **LGU BACCOOR** including the land development and building construction in a good and workmanlike manner consistent with the standards of the Department of Human Settlements and Urban Development (formerly Housing and Land Use Regulatory Board [HLURB]) and other standards set by other applicable law, rules and regulations or agencies related to the construction of mass dwellings;

3. The **ICON CONSTRUCTION** undertakes to ensure that the necessary facilities, such as but not limited to, concrete road, drainage system, water and power connections are available upon occupancy of **LGU BACCOOR**'s target beneficiaries;

4. The **ICON CONSTRUCTION** shall provide the **LGU BACCOOR**, through the Office of the Building Official, with duly accomplished plans, pertinent vicinity maps, and drawings to secure assistance in obtaining any right-of-way or privilege or easement in the Public Highway/Property or the Private Property of third parties.

III. RESPONSIBILITIES OF THE LGU BACCOOR

1. The **LGU BACCOOR** shall assist the **ICON CONSTRUCTION** in processing and securing the necessary permit/s in the construction of the proposed Vertical Housing Project at the subject property;

2. The **LGU BACCOOR** shall exempt the **ICON CONSTRUCTION** from payment of construction permits, bonds, levy, and other similar fees related to the **ICON CONSTRUCTION's** undertaking of building the proposed vertical housing project, including but not limited to _____, imposed by the City Engineering Office, Office of the Building Official, Zoning Department, Traffic Management Office, Barangays, and other agencies and offices under the **LGU BACCOOR**;

3. The **LGU BACCOOR**, through its Bacoor Housing and Urban Development and Resettlement Department (the "Housing Department") in consultation and coordination with the Bacoor Human Resources Development and Management Department, and the Department of Education – City Schools Division of Bacoor, shall identify Pag-IBIG Members or Beneficiaries from the City Government's Employees and Public School Teachers qualified to avail of Pag-IBIG housing loan facility through the Memorandum of Understanding between **LGU BACCOOR** and Home Development Mutual Fund (Pag-IBIG) (the Memorandum of Understanding is hereby attached and made an integral part of this Agreement as Annex "B");

4. The **LGU BACCOOR**, through its Housing Department, shall come up with the list of identified qualified Pag-IBIG Members or Beneficiaries, subject to the approval of the City Mayor;

5. The **LGU BACCOOR**, to ensure the swift approval of the Collective Housing Loan application of the identified qualified Beneficiaries, shall release a list of Pag-IBIG Housing Loan requirements and/or conduct an orientation to these identified beneficiaries on how to complete these requirements prior to the submission to Pag-IBIG;

6. The **LGU BACCOOR**, through the Housing Department, shall coordinate with Pag-IBIG with regard to the applications, processing and follow-up of the collective application of the identified beneficiaries;

7. The **LGU BACCOOR** shall provide the necessary assistance to the **ICON CONSTRUCTION** to ensure continuous and unhampered work, including but not limited to access facilitation with the Barangays, Subdivisions, Villages, and Urban Communities, only if necessary.

IV. EFFECTIVITY

This Memorandum of Agreement shall take effect immediately upon its execution and shall remain in full force and effect until the Housing Project's completion or until terminated by service of notice by either of the Parties.

V. COMMENCEMENT AND COMPLETION OF WORKS

The **ICON CONSTRUCTION** shall begin work or order of any materials for the Housing Project within thirty (30) days after the signing of this Agreement. The **ICON CONSTRUCTION** should begin work on, or about _____ . Barring any delay caused by circumstances beyond the **ICON CONSTRUCTION**'s control, the work shall be completed by _____ .

LGU BACOOR hereby acknowledges and agrees that the scheduling dates are approximate and that any delay attributable to the presence of hidden conditions or requiring additional work discovered during the course of construction, or delays arising out of the receipt of equipment and/or materials, that are not avoidable by the **ICON CONSTRUCTION**, shall not be considered as violations of this Agreement.

VI. INDEMNIFICATION

The **ICON CONSTRUCTION** agrees to indemnify and hold harmless **LGU BACOOR** and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney's fees, on account of any injury, loss, or damage, which may arise out of or are in any manner connected with the work to be performed under this Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent acts, errors or omissions of the **ICON CONSTRUCTION**, or any officer, employee, or agent of the **ICON CONSTRUCTION**.

VII. WARRANTIES

The **ICON CONSTRUCTION** agrees to warrant the finished project for six (6) months from the date of its completion. The **ICON CONSTRUCTION** agrees to correct any defect during the six (6) month-period in a prompt manner from the time of **LGU BACOOR**'s notification of defect.

LGU BACOOR shall notify **ICON CONSTRUCTION** of a defect as soon as it is discovered. All notices of defect shall be in writing and shall state with specificity the defect discovered.

VIII. BINDING EFFECT.

Each provision contained in this Agreement shall inure to the benefit of and shall be binding upon the officers, directors, agents, assigns, personal representatives, the like, and all other successors-in-interest of the parties.

No failure to enforce any provision of this Agreement on account of any breach thereof shall be considered a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

IX. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding and agreement between the Parties pertaining to the subject matter hereof. It supersedes all prior understanding, negotiations, and discussions, whether oral or written, of the Parties inconsistent with the Agreement. There are no warranties, representations, or other Agreements between the Parties in connection with the subject matter hereof except as expressly set forth herein. Any inconsistency between the provisions of this Agreement and other agreements or contracts, the provisions of this Agreement shall prevail.

X. AMENDMENTS, MODIFICATIONS, ADDITIONS, DELETIONS.

This Agreement or part hereof may be modified, repealed, altered, extended, revised, amended, or supplemented by mutual agreement of both Parties.

XI. SEPARABILITY.

In case any provision of this Agreement is adjudged unlawful or unconstitutional by a final judgment of a competent court, the other provisions shall remain valid and effective.

XII. APPLICABLE LAW AND VENUE OF SUITS.

This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement this ____ day of _____ 2023 in Bacoor City.

FOR THE CITY GOVERNMENT FOR THE ICON
CONSTRUCTION OF BACOOR & BUILDERS
CORPORATION

HON. STRIKE B. REVILLA
City Mayor

IVAN ALEXEI A. TADEO
President

Signed in the presence of:

ATTY. JESSON G. LABAO
Bacoor Housing Department

ICON Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOOR CAVITE) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite, this ____ day of _____, 2023, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY / I.D. NUMBER	DATE/PLACE ISSUED
STRIKE B. REVILLA		
IVAN ALEXEI A. TADEO		

known to me, and to me known to be the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledge before me as their free and voluntary act and deed, acting as the duly authorized representatives of their respective institutions.

The foregoing Agreement consisting of seven (7) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and at the place above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023.