

## **MEMORANDUM OF AGREEMENT**

**Conduct of the Rapid Assessment of the Camp John Hay Water  
Supply and Wastewater Facilities**

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**and**

**BAGUIO WATER DISTRICT**

**Dated 03 January 2024**

## MEMORANDUM OF AGREEMENT

### THE PUBLIC IS INFORMED:

This Memorandum of Agreement (hereinafter referred to as the "MOA") is executed by and between:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY ("BCDA")**, a government instrumentality vested with corporate powers created and operating pursuant to the provision of Republic Act (RA) No. 7227, as amended, with principal office at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Ave., Bonifacio Global City, Taguig City, Metro Manila, represented by its President and Chief Executive Officer, **ENGR. JOSHUA M. BINGCANG**, who is duly authorized to represent BCDA and sign this Agreement, as provided in Item No. 159, Issue No. 002, Page 25 of the BCDA's Revised Manual of Approval dated 22 November 2017;

-and-

**BAGUIO WATER DISTRICT ("BWD")**, a government-owned and controlled corporation, duly organized and existing in accordance with Presidential Decree (PD) No. 198, dated 25 May 1973, as amended, with principal office address at No. 003 Utility Road, Brgy. Marcoville, Baguio City, represented herein by its General Manager, **ENGR. SALVADOR M. ROYECA**, who is authorized for this purpose, as evidenced by Board Resolution No. 15-2013 dated 25 March 2013, a copy of which is attached hereto as Annex "A".

(BCDA and BWD are hereinafter also referred to separately the "Party" or collectively as the "Parties").

### ANTECEDENTS:

Pursuant to Republic Act (RA) No. 7227, as amended, the Bases Conversion and Development Authority ("**BCDA**") is mandated to accelerate the sound and balanced conversion into alternative productive uses of the military reservations and their extensions.

Proclamation No. 198, series of 1993, the John Hay Air Station, now known as Camp John Hay, was transferred to the BCDA and was declared to be an area for tourism, human resource development center and multiple use forest watershed reservation.

BWD is legally recognized and authorized to operate Baguio's water supply system by the Local Water Utilities Administration (LWUA) by virtue of the issuance of Conditional Certificate of Conformance No. 18 to fulfill its mandate of providing adequate and potable water at affordable rates to all its consumers.

Consistent with their respective mandates, **BCDA** tapped **BWD** to conduct a rapid assessment of the existing water supply and wastewater facilities within the John Hay Special Economic Zone (JHSEZ) (hereinafter referred to as the "**Facilities**") to establish baseline data on the operational condition of the said Facilities and to determine and assess the quality of water in the area. This assessment will aid BCDA in its evaluation on whether to engage BWD for the interim operations and maintenance of the existing water facilities in JHSEZ, or to consider alternative options that will be more beneficial to BCDA.

On 07 October 2024, BCDA, JHMC, and BWD entered into a Memorandum of Understanding (MOU) to facilitate a rapid assessment or study of the existing water

supply and wastewater facilities in JHSEZ. Under Article 8 of the MOU, BCDA, as the property owner, committed to covering the costs associated with the assessment and any related expenses.

In a memorandum to the BCDA President and CEO dated 30 October 2024, the Strategic Projects Management Department (SPMD) of BCDA, as the end-user unit, requested for the approval of the procurement of BWD's services to conduct the rapid assessment of the Facilities through negotiated procurement under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (RIRR)

Subsequently, SPMD endorsed the procurement of these services to the BCDA Bids and Awards Committee for Consultancy (BAC-C).

On 20 December 2024, BAC-C issued a resolution recommending to the BCDA President and CEO the procurement of BWD's services through Negotiated Procurement pursuant to Section 53 of RA 9184 in relation to V (D) (5) of Annex H of the 2016 Revised Implementing Rules and Regulations of RA 9184 (Agency-to-Agency).

BWD has been determined to have met the conditions set forth in the aforementioned provisions of RA 9184.

On 26 December 2024, the BCDA President and CEO approved the BAC-C's recommendation in accordance with Item No. 159, Issue No. 002, Page 25 of BCDA's Revised Manual of Approval, dated 22 November 2017.

**ACCORDINGLY**, for and in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties hereto agree as follows:

## **Section 1. Scope of Services**

### **A. General Scope**

BWD shall provide the following major scope of services (the "Services"):

- (1) Provide and guarantee the highest quality of services required to assess the water supply and wastewater system in accordance with LWUA Guidelines and Philippine National Standards for Drinking Water;
- (2) Assess the actual conditions of the site and as-built plans of existing infrastructure, if available;
- (3) Provide cost estimates of the potential repair and/or rehabilitation works of the existing water supply and wastewater facilities;
- (4) Geo-tagging and Plotting of Facilities and Concessionaires
  - a. Site Inspection and Geo-Tagging of Identified Facilities
  - b. Tax Mapping / Geo-Tagging of Existing Concessionaires
  - c. Plotting of Existing Concessionaires in Quantum Geographic Information System (QGIS) and Web GIS
- (5) Water Resources Assessment
  - a. Inspection of Water Resources and Conduct of Flow/Output Measurement
  - b. Data Analysis and Plotting

(6) Water Quality Assessment

- a. Inspection of Water Resources
- b. Collection of Water Samples and Laboratory Analysis

(7) Production Analysis

- a. Inspection of Pumping Facilities and Preparation of Report

(8) Distribution Analysis

- a. Data Gathering – Pressure, Existing Operation Parameters, Distribution Schedule, Pipeline Network, and other Installed Appurtenances.
- b. Data Analysis and Evaluation
- c. Non-Revenue Water (NRW) Analysis and Evaluation

(9) Sewerage System Assessment

- a. Site Inspection of Sewerage Treatment Plant (STP)
- b. Verification of Establishments Served by the STPs including Sewer Line Route
- c. Coordination with CEPMO and DENR-EMB for taking of effluent samples (including the release of results)
- d. Sewerage System Evaluation and Analysis

**B. Exclusions**

For the avoidance of doubt, the afore-mentioned Services do not include the following:

- 1. Actual transaction-related services, such as tendering and disposition, among others;
- 2. Development of a business case or a feasibility study;
- 3. Significant increase in the scope of services, such as underwriting services and sourcing of funds, among others, as provided in Section 1(A); and
- 4. Other services explicitly not mentioned in Section 1A.

Upon BCDA's request and if warranted, BWD may render the aforementioned services, as well as other services beyond the scope of Section 1(A), subject to the mutual agreement of the Parties and execution of a separate instrument.

**C. Procedure for Availment of Excluded Services**

The following procedure shall be complied with to avail of the Services mentioned in the preceding paragraph:

- 1. BCDA shall send a letter request to BWD containing the details of the project and/or transaction;
- 2. The Parties shall negotiate and agree on the detailed scope of services, complexity, and corresponding service fee;
- 3. The Parties shall execute an instrument containing the terms and conditions of the additional Services to be rendered by BWD.

## **Section 2. Obligations of the Parties**

### **A. Obligations of BCDA:**

1. Provide all relevant data required by BWD in performing its Services;
2. Provide reasonable and appropriate assistance to BWD for the performance of its Services for the duration of its engagement;
3. Ensure that all relevant approvals are obtained in a manner that will not hamper BWD's obligations under this Engagement; and
4. Pay the agreed Service Fee to BWD in accordance with the provisions of Section 4 hereof.

### **B. Obligations of the BWD**

1. Carry out the preparation of the rapid assessment with sound theories and practices and in accordance with the standards, specifications, timetable, guidelines and provisions of the Terms of Reference (TOR) of the Project;
2. Accept shared responsibility for the services to be performed under this MOA;
3. Perform the Services in an efficient and diligent manner;
4. Provide on-call services throughout the duration of the MOA to address inquiries or clarify matters related to the rapid assessment, as may be required by BCDA, at no additional cost to BCDA;
5. Keep accurate and systematic records and accounts with respect to the services in such a form and with such details as is customary and sufficient to establish accurately that the cost and expenditures have been duly incurred;
6. In addition to the reports required in the TOR, furnish BCDA with weekly progress reports and any such information relative to the services as BCDA may, from time to time, reasonably request and as the Commission on Audit may require on post audit;
7. Subcontracting or assignment of any part of the services to another should be with prior written approval of BCDA;
8. BWD agrees that during the term of the MOA, it will limit its role to providing the services listed in Section 1.A. After the conclusion or termination of the MOA, BWD reserves the right to offer additional services related to the water supply, provided such involvement does not conflict with this agreement. BWD and any associated contractors, consultants, engineers, or manufacturing firms will disqualify themselves from providing goods, works, and services related to the specific water supply detailed in this MOA during its term, ensuring objectivity and preventing conflicts of interest.
9. No full-time staff of the BWD during his/her assignment under the MOA shall, without the written consent of BCDA, engage directly or indirectly, either in his/her name or through the BWD, in any activity in the Philippines which will conflict with the performance of his/her duties or assignment under the MOA;

10. Except with the prior written consent of BCDA, the BWD or its principals and staff shall not at any time communicate to any person or entity any information disclosed thereto for the purpose of the rendering the services in Section 1.A., nor shall the BWD or its principals and staff make any public information as to the recommendations formulated in the course or as a result of the said services.

During the effectivity of the MOA, the BWD shall endeavor to avoid providing services directly to any person or entity who is or has been an adverse party in any litigation or issue against BCDA or whose business or interests directly conflict with BCDA. However, as the sole water district in Baguio, exceptions may be made with the mutual consent of both BWD and BCDA, to ensure that the needs of the community are adequately met. This prohibition shall subsist until two years after the expiration or termination of the MOA.)

In all cases, the BWD or its principals and staff who may be indirectly associated with any entity that may have a conflict of interest or bias against the BCDA Group shall be required to disclose the extent of such relationship, so BCDA may act upon such disclosure accordingly.

**Section 3. Term and Effectivity**

This MOA shall take effect on the date of its signing by the Parties or on the date specified in the Notice to Proceed and shall remain in force for a period of fifty (50) calendar days unless earlier terminated by mutual written agreement of the Parties or in accordance with the termination provisions set forth herein.

**Section 4. Manner of Payment**

1. In consideration of BWD’s services, BCDA shall pay BWD the sum of **Nine Hundred Thirty-Six Thousand Nine Hundred Forty-Six and 26/100 Pesos (Php 936,946.26)**, or such other sums as may be ascertained.
2. Payment of the Service Fee shall be made in the following manner:

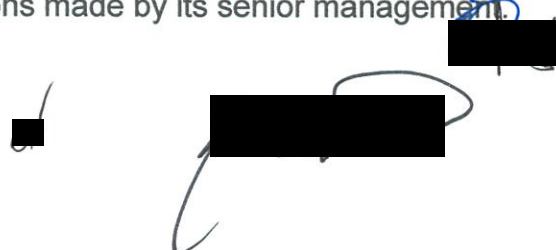
Milestone	Payment Schedule
Submission of Inception Report	30%
Submission of Draft Final Report	40%
Submission of Final Report	30%

**Section 5. Engagement Team**

BWD undertakes to mobilize its available resources to carry out the Services in a timely manner.

The General Manager of BWD shall have executive oversight of the Engagement through its Technical team or such other officer to whom said authority may be delegated by BWD’s relevant approving authority.

To ensure the best possible delivery of Services, BWD may, at its sole discretion, reassign its personnel based on the evaluations and decisions made by its senior management.



## Section 6. Other Conditions

The commitment of BWD to render the Services shall also be subject to the following conditions:

**6.1 Confidentiality.** The MOA and any subsequent amendments thereto, written, communication, reports, and all other information or advice provided to BCDA and/or any of its affiliates, whether verbal or written, related to the Services performed in the MOA, including BCDA's evaluation, analysis, and data generated in connection therewith are proprietary in nature, and shall be deemed confidential information, to be held in strict confidence and are intended to be used solely by BCDA.

Accordingly, the terms of the MOA are and must remain confidential. BCDA must not at any time, disclose to any third party the provisions of the MOA and/or related discussions without the prior written consent of BWD, except to the extent that such disclosure may be required by the provisions of the MOA, or as may be required by law or any authority which is legally entitled to request the information.

In like manner, BWD undertakes to keep confidential any and all information provided by BCDA and/or its advisors, unless BCDA consents in writing prior to the distribution or disclosure of the information, or the information is already public, subsequently becomes public, or is required to be made public by law or any authority which is legally entitled to do so. In case of disclosure required by law or any relevant authority, BCDA and BWD will use their best efforts to consult each other, if possible, prior to any such disclosure of information. The obligation to observe confidentiality and non-disclosure shall survive termination of the MOA.

BWD shall maintain adequate administrative, technical, and physical safeguards against unauthorized access, use, disclosure, or distribution of confidential information.

After the completion or termination of the MOA, all materials, processes, data, propriety information and other related data and information provided to BWD and which have been derived in relation to, and as a consequence of, the implementation of the MOA, shall be immediately disposed of by BWD or, turn over to BCDA within five (5) business days upon completion or termination of the Services, if so requested by BCDA.

Notwithstanding the foregoing, BWD shall not be obligated to erase the aforementioned data and information that is contained in an archived computer system backup made in accordance with BWD's security and/or disaster recovery procedures provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of BWD's data processing procedures, and (ii) such copy shall remain fully subject to the obligations of confidentiality stated herein, until the earlier of the erasure or destruction of such copy, or the expiration of the confidentiality obligations.

Any violation of this Article by BWD shall be a ground for termination of this MOA at the instance of the aggrieved Party who will be entitled to seek equitable relief equal to ten percent (10%) of the total consideration stipulated herein (including injunction and specific performance) in addition to all other rights and remedies available to it at law or in equity. The breaching Party shall be liable to the aggrieved Party for costs and expenses (including reasonable legal fees and expenses) incurred in connection with the litigation, together with actual damages that the latter may have suffered as a result of the violation.

**6.2 Conflict of Interest.** For projects and/or transactions of BWD where conflict of interest may arise, BWD shall disclose such conflicts to BCDA and request written consent, which consent shall not be unreasonably withheld. BWD hereby assures BCDA that, consistent with BWD's long-standing policies to hold in confidence the affairs of its clients, it will neither use confidential information obtained from BCDA on behalf of any other client nor make the same available to any of its other clients. By the same token, BCDA shall neither use on behalf of BWD nor make available to BWD confidential information obtained from any other client of BCDA.

**6.3 Assignment.** Neither Party may assign nor delegate any of their respective undertakings and obligations hereunder without the prior written consent of the other Party.

**6.4 Information.** BCDA shall provide and/or assist in obtaining information reasonably requested by BWD to assist it in performing its Services under this MOA. BCDA shall use reasonable efforts to ensure that BWD has access to and is provided with complete, updated, relevant, and accurate information on a timely basis, including information to be provided by BCDA's affiliates. BWD shall consider all information provided to it by or on behalf of BCDA on matters related to the Engagement as true and correct in all material aspects, unless BWD is timely and judiciously notified to the contrary by BCDA. In case BWD finds discrepancies or inconsistencies in the information provided, BWD reserves the right to question and seek clarification on such information from BCDA.

**6.5 Representations and Warranties.** BCDA represents and warrants that, to the best of its knowledge, all information generated by BCDA, that has been or will hereafter be made available to BWD by BCDA or any of its representatives in connection with this MOA is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a necessary material fact in order to make the statements contained therein misleading in light of the circumstances under which such statements were, are, or will be made. BCDA further agrees to supplement the information from time to time so that the representations and warranties contained in this paragraph remain true and accurate. In entering into this MOA, BWD will be relying on the accuracy of the information furnished to it by BCDA or any of its affiliates without independent verification thereof.

The BCDA further represents and warrants that it has the full legal right, power and authority to carry on its present business, to execute and deliver this MOA, and such other related documents and agreements, and to perform and observe the terms and conditions hereof and thereof.

Any assessment or study that will be prepared by BWD in relation to the MOA is meant to be used for illustrative purposes only and is prepared using estimates based on data provided by BCDA and/or obtained from BCDA to date as well as reasonable assumptions made by BWD and do not constitute accurate forecasts. The projections prepared in relation to the MOA involve known and unknown risks, changes in economic and other circumstances, and other factors that may cause the actual outcome to be materially different from said projections in the model.

**6.6 Force Majeure.** No failure or omission to carry out or observe any terms, provisions or conditions of this Agreement shall give rise to any claim by any Party against another Party or be deemed to be a breach or default of this Agreement if the same shall be caused or arise out of an Event of Force Majeure, as defined below:

[REDACTED]

[REDACTED]

[REDACTED]

**6.6.1** An "Event of Force Majeure" refers to an event or a circumstance which cannot be foreseen, or even if foreseen is beyond the reasonable control of the parties hereof, or is unavoidable despite the exercise of due diligence, including but not limited to, acts of God, acts of local or national government or any instrumentality thereof, strikes, civil commotion or the like, the cause of which event is not due to the fault of a Party, and which wholly or partially prevents or delays such Party from performing and fulfilling its obligations under this Agreement.

**6.6.2** Notice requirement during Event of Force Majeure. Within sixty (60) calendar days from the commencement of an event of Force Majeure, the Party desiring to invoke the Force Majeure event as a cause for delay in its performance of, or failure to perform, any obligation hereunder, shall provide the other Party with Notice in the form of a letter identifying the event of Force Majeure and describing in detail the particulars of the occurrence giving rise to the Force Majeure event including the expected duration, when known, and the effect of such Force Majeure event. Failure to provide timely Notice constitutes a waiver of a claim of Force Majeure.

The other Party has a period of sixty (60) calendar days from receipt of such notice within which to verify the existence, nature and extent of the force majeure being invoked by the party giving notice of such force majeure. The party affected by force majeure shall make reasonable efforts to reduce the consequences caused by the force majeure and resume the performance of all relevant obligations as soon as possible after the termination of force majeure.

If the affected party fails to resume the performance of all relevant obligations after the disappearance or cessation of the reason for temporarily exempting the performance due to the force majeure, the party shall be liable to the other party.

**6.6.3** Mitigation and Continuous Performance.

- i. The Parties shall consult with each other and take all reasonable steps to mitigate the effects, and minimize the losses, if any, of either Party, resulting from an Event of Force Majeure.
- ii. The Parties shall continue performance of all obligations not directly affected by the Event of Force Majeure. If the affected Party is completely prevented from performing its obligations under this Agreement during an Event of Force Majeure, the affected Party shall commence the performance of the obligations upon the conclusion of the Event of Force Majeure.

## **6.7 Termination**

### **6.7.1 Termination by BCDA**

BCDA may, at any time based on reasonable ground/s, terminate this MOA by giving BWD at least thirty (30) days prior written notice whereupon the obligations of the Parties hereto shall forthwith terminate, and BCDA shall pay any unpaid Service fee that has accrued to date;

### 6.7.2 Termination by BWD

BWD may, upon at least thirty (30) days prior written notice to BCDA, terminate this MOA if, at any time:

- i. BCDA fails to perform any of its obligations hereunder, including, without limitation: (a) failure to make (or cause) payments in a timely manner; or (b) failure to provide (or procure) full and accurate information in a timely manner, except for delays beyond the control of BCDA; or (c) providing information that is incorrect in any material respect, provided that BCDA has knowledge that the information is inaccurate or incorrect; or (d) failure by BCDA to make decisions or take action on any of the matters within a reasonable amount of time as not to unduly delay the Services;
- ii. BWD determines that it is unable to carry out its obligations for reasons beyond its direct control pursuant to Section 6.11 hereof; or
- iii. any relevant regulatory or policy issues have not been settled satisfactorily;

**6.7.3 Termination by Either Party.** Either party may suspend/terminate this MOA if, after making an effort, are unable to reach an agreement on a relevant matter. In such an event, the terminating party shall provide at least thirty (30) days prior written notice to the other party. All obligations and responsibilities incurred prior to the termination date shall remain in effect unless otherwise agreed upon in writing by both parties.

**6.8 Dispute Resolution.** All actions and controversies that may arise from this Agreement involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to the Office of the Secretary of Justice pursuant to the provisions of Sections 66, 67, 68, 69, 70 and 71, Chapter 14, Book IV, Title III of the Administrative Code of 1987 (Executive Order No. 292), in relation to Presidential Decree No. 242 (Prescribing the Procedure for the Administrative Settlement of Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, including Government-Owned and Controlled Corporations, and for Other Purposes).

**6.9 Amendments.** Any amendment to, or waiver of, or any consent given under, any provision of this Agreement shall be in writing and signed by the parties. The provisions of this Agreement shall override any and all contrary and conflicting provisions contained in any past or present oral or written agreements.

**6.10 Non-Waiver of Rights.** The failure of any of the parties to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of its rights or remedies, or shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. No waiver by any of the parties of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

**6.11 Data Privacy.** The Parties shall comply with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012", and all other related laws in ensuring the protection of data and information obtained under this Engagement.

**6.12 Governing Law.** This Agreement is governed by, and shall be construed in accordance with the laws of the Republic of the Philippines.

**6.13 Acknowledgment of Transparency of Transaction.** BCDA acknowledges that under existing government policy, no gift, fee, commission, or benefit in favor of any of BWD's officers and/or employees and/or any other persons is required as a condition to, or as an additional consideration for this MOA.

BCDA is aware that the BWD is a government-owned corporation and that the receipt by any of BWD's officers and/or employees and/or other persons, as well as the giving by BCDA, unless opportunely disclosed pursuant to the provisions of Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provision of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019), Title VII of the Revised Penal Code on Crimes Committed by Public Officers, the Code of Conduct and Ethical Standards for Public Officers and Employees (R.A. No. 6713), the Plunder Law (R.A. No. 7080), as well as under other applicable laws and governing presidential decrees.

**6.14 Notices.** Any notice required or permitted to be given pursuant to the Agreement shall be in writing and shall be deemed to have been properly given when (i) personally delivered, (ii) sent by registered mail, postage prepaid to the parties in their respective addresses appearing herein, or (iii) sent by email. The date of any notice shall be deemed to be (i) the date of receipt if delivered personally, (ii) the date five (5) days after posting if sent by registered mail, or (iii) the date the email was sent by the party giving notice. All notices hereunder and all documents or instruments delivered shall be in the English language.

The parties commit and undertake that they can be reached, and are readily accessible, through the following contact particulars:

**For BAGUIO WATER DISTRICT:**

Address : No. 003 Utility Road, Barangay Marcoville  
Baguio City, Benguet, 2600 Philippines  
Attention : General Manager  
Telephone No. : (074) 442 3456  
Email : baguiowaterdistrictgmo@gmail.com

**For BASES CONVERSION AND DEVELOPMENT AUTHORITY:**

Address : 2nd Floor Bonifacio Technology Center, 31st St. cor 2<sup>nd</sup>  
Ave. Bonifacio Global City, Taguig City  
Attention : President & CEO  
Telephone No. : 8575-1709  
Email : op@bcda.gov.ph

Any party that changes its address, telephone number/s and/or email address as stated herein must notify the other party in writing within five (5) days after such change.

**6.15 Independent Contractor.** Nothing in this MOA shall be construed as establishing or creating between BCDA and the BWD the relationship of employer

and employee or principal and agent, it being understood that the position of BWD and anyone else performing the services is that of an independent contractor.

**6.16 Signing in Counterparts.** This Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall constitute an integrated instrument enforceable in its entirety provided that, this Agreement shall become effective from the date of notarization of the last counterpart.

**6.17 OGCC Review.** This MOA was submitted to the Office of the Government Corporate Counsel for its review. Said review and the comments contained therein are made integral part of this MOA.

SIGNED BY THE PARTIES on JANUARY 6, 2025 in BAGUIO CITY.

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:

  
**ENGR. JOSHUA M. BINGCANG**  
*President and Chief Executive Officer*

**BAGUIO WATER DISTRICT**

By:

  
**ENGR. SALVADOR M. ROYECA**  
*General Manager*

SIGNED IN THE PRESENCE OF:

  
**ENGR. RANDY S. VIACRUSIS**  
*Vice-President, SPMD*

  
**ATTY. MA LUISA C. TENEDERO**  
*Assistant General Manager  
Non-Technical*



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES))  
CITY OF TAGUIG ) SS.

BEFORE ME, A Notary Public, for and in the City of Taguig City, this \_\_\_\_\_ day  
of JAN 14, 2025 2025, personally appears the following:

NAME	IDENTIFICATION DOCUMENTS	DATE PLACE OF ISSUE
JOSHUA M. BINGCANG	Passport # [REDACTED]	[REDACTED]
SALVADOR M. ROYECA	PRC No. [REDACTED]	[REDACTED]

<u>POSITION</u>	<u>COMPANY</u>
PRESIDENT AND CEO	BCDA
GENERAL MANAGER	BWD

Who is known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the signature he affixed confirm his own free act and the entity they he represents.

SIGNED AND SEALED at the place and on the sate stated above.

Doc No. 186  
Page No. 39  
Book No. 5  
Series of 2025.

[REDACTED]

NOTARY PUBLIC  
ATTY. MARICEL C. CORONACION-SANTOS  
NOTARY PUBLIC FOR AND IN TAGUIG CITY  
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025  
ROLL OF ATTORNEYS NO. 63834  
IBP NO. 423744 / 1-16-2024 / RIZAL  
PTR NO. 6089649 / 1-16-2024 / TAGUIG CITY  
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023