

TERMS OF REFERENCE
SITE PLANNING AND DEVELOPMENT FOR MARAWI SHELTER PROJECT
IN BRGY. DULAY WEST, MARAWI CITY

1.0 BACKGROUND

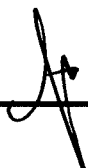
The Project, Rebuilding Marawi City through Community-driven Shelter and Livelihood Support, is a joint project of the Social Housing Finance Corporation and the UN Habitat for the 1,500 homepartners/beneficiaries affected during the Marawi siege. It aims to provide the target beneficiaries a sustainable and livable community, thru the following:

- Security on land tenure with 1500 core shelters built;
- Developed project site with roads and drainage and with basic facilities provided such as power, electricity, and other infrastructure facilities (ie. Multipurpose center);
- Livelihood and community development support extended to beneficiaries;
- Structures for sustainable peace and development strengthened; and
- GIS-based map of tenurial rights of partner communities

The President of the Republic of the Philippines issued Administrative Order No. 3, creating an Inter-Agency Task Force for the recovery, reconstruction, and rehabilitation of the Marawi City and other affected localities, and later on amended the said Order thru Administrative Order No. 9 series of 2017, re-organizing the Task Force Bangon Marawi, in order to reflect the government's current priority to rebuild and develop the settlement areas affected by the armed conflict.

The Social Housing Finance Corporation (SHFC), mandated under Executive Order No. 272, was tasked to undertake social housing programs that will cater to the formal and informal sectors in the low-income bracket and shall take charge of developing and administering social housing program schemes. Considering the mandate of SHFC, the Corporation has initiated the implementation of a social housing project in Marawi City to support the National Government in the reconstruction and rehabilitation of the City.

The project implementation will adopt the DESIGN-AND-BUILD SCHEME guidelines as per RA 9184 and its Implementing Rules and Regulations.



2.0 OBJECTIVES OF THE TERMS OF REFERENCE

- 2.1 To provide a background information regarding the preparation and submission of the proposed project to the Designer-Builder;
- 2.2 To provide a background information regarding the proposed project which should be handled in the shortest possible time, at the lowest possible cost and at an acceptable quality and performance to the Designer-Builder;
- 2.3 To outline the “Work” of the Designer-Builder that has to be performed under the terms of its contract with the SHFC; and
- 2.4 To provide penalties in case of breach of Designer-Builder’s obligations.

3.0 GENERAL DEVELOPMENT GOALS

The proposed project shall have two main phases: the design phase and the construction phase, and shall put emphasis on the following:

- 3.1 Develop the site to accommodate more or less 109 home lots subdivided equally with surface integrity fit for a structure to be erected according to the goals, principles, guidelines, performance standards and conceptual layout stated in the Terms of Reference;
- 3.2 Development Ratio:
 - 3.2.1 Buildable Area : 60% of the property area
 - 3.2.2 Open Area : 40% of the property area (see guidelines for distribution of open space)
 - 3.2.3 House and Lot Plan : Lot size not less than 100 sqm.
- 3.3 To promote work opportunities by employing at least 30% of the total required work force coming from Marawi City; and
- 3.4 To encourage economic recovery by sourcing more or less 15% of the cost of construction materials from Marawi City.

4.0 PROJECT SITE

A 22,625 sqm property identified as Lot 254, Dansalan Cadastre Survey No. Q-124 located in Dulay, Marawi City, covered by TCT No. RT-210 (17)(19) issued in the name of Matua Ampuan married to Diamilan Oabar Matua.

PARTICULARS	AREA	REMARKS
Total Area (TCT)	22,625.00 m ²	
Less: Excluded Area/s		
Graveyard	120.00 m ²	



3-m Easement of Dulay Creek	1,564.53 m ²	Easement along creek with an estimated length of 521.51 m
TRANSCO ROW Easement	2,706.00 m ²	
NET AREA	18,234.47 m²	

5.0 PROJECT DELIVERABLES

The following shall be the output/deliverables of the Designer-Builder:

- 5.1 Relocation survey plans and topographic map to determine the exact boundaries, elevation and eroded portion/other impediments affecting the property;
- 5.2 Site analysis
 - 5.2.1 Analysis of slope, topography, water basin, and existing waterway;
 - 5.2.2 Assessment of existing flora and fauna; and
 - 5.2.3 Identification of possible environmental hazards, impact and mitigating measures.
- 5.3 Site development plan with detailed architectural and engineering drawings including costing and technical specifications:
 - 5.3.1 Subdivision plan
 - 5.3.2 Road and walkway type, plan, section and details;
 - 5.3.3 Drainage plan, section and details;
 - 5.3.4 Water distribution lay-out and details;
 - 5.3.5 Power distribution lay-out and details;
 - 5.3.6 Site development plan with breakdown of space allocation and corresponding area; and
 - 5.3.7 Other plans necessary to ensure safety of the project beneficiaries
- 5.4 Details of box culvert or equivalent structure that will serve as direct access to the site
- 5.5 Developed relocation site with basic utilities such as concrete roads/alleys, covered drainage canal, power and water, etc.

6.0 PROJECT PRINCIPLES

The site plan should conform with the SHFC Guidelines on the Marawi Shelter Project and follow the principles of sustainable human settlements and the UN Habitat Environmental and Social Safeguards System and Pinheiro principles to minimize the local social and environmental impact:



- 6.1 Sustainable human settlements:
 - 6.1.1 Sustainable land use
 - 6.1.2 Productive and socially integrated community
 - 6.1.3 Environmentally sustainable, healthy and livable;
 - 6.1.4 Sustainable energy use;
 - 6.1.5 Respect and rehabilitation of historical and cultural heritage;
 - 6.1.6 Improving and sustainable human economies

- 6.2 UN Habitat Environmental and Social Safeguards System and Pinheiro principles:
 - 6.2.1 Community health and safety and working conditions
 - 6.2.2 Pollution prevention and resource efficiency
 - 6.2.3 Biodiversity conservation and sustainable resource management
 - 6.2.4 Displacement and resettlement – minimize displacement
 - 6.2.5 Indigenous people – minimize impact on lifestyle and culture
 - 6.2.6 Cultural heritage - minimize impact on heritage
 - 6.2.7 Gender equality – participation for all
 - 6.2.8 Non-discrimination of marginalized
 - 6.2.9 Consultation and participation

7.0 GENERAL CODES AND STANDARDS

The design and specifications shall conform to, but not limited to the following standards:

- 7.1 BP 220 – Standards for Economic and Socialized Housing Projects
- 7.2 Water Code of the Philippines
- 7.3 Sanitation Code of the Philippines
- 7.4 National Building Code
- 7.5 Green Building Code
- 7.6 BP 334 – Accessibility Law

8.0 SCOPE OF WORK

The Designer-Builder is required to perform the following scope of works:

8.1 Review of existing information

Review the basic design parameters and detailed scope of works. The designer-builder shall ensure that it has all the data and information they need, which will be used to define project design criteria and will serve as basis for any changed conditions and establish project cost estimates. Should there be



data or information which are unavailable with the SHFC and landowners, the Designer-Builder shall carry out the needed testing/investigation to complete the needed design data.

8.2 Field survey and site inspection

The Designer-Builder shall conduct the appropriate site survey including staking, establishment of horizontal and vertical control points, benchmarks and topographic surveys, should the Designer-Builder deem necessary.

The Designer-Builder shall inspect the site and its surroundings and orient themselves on the following:

- 8.2.1 Location and nature of work;
- 8.2.2 Climatic conditions;
- 8.2.3 Nature and condition of the terrain;
- 8.2.4 Geologic conditions at the site;
- 8.2.5 Transportation and communication facilities;
- 8.2.6 Availability of construction materials, labor, water services, electric and power supply;
- 8.2.7 Location and extent of aggregate sources; and
- 8.2.8 Other factors/risks that may affect the cost, duration and execution of work.

8.3 Complete set of Site development plans, architectural/structural detail/landscape design concept and Details/design of box culvert or equivalent structure in accordance with Item 6.0 Project Principles and Item 7.0 General Codes and Standards

8.4 Permits

The designer-builder shall process and secure all necessary permits as required by authorities for the preparation, execution and upon completion of the contract. The designer-builder shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.

8.5 Construction Works

The designer-builder shall perform the following construction activities but is not limited to the following:

8.5.1 Mobilization

The designer-builder shall mobilize and bring out into work all personnel, plant and equipment, in accordance with the approved construction program, equipment moving and utilization schedule and



manpower schedule, from its regular place of business to the site to undertake the contract.

Mobilization shall include the obtaining and transporting to jobsite of equipment, materials, tools, personnel and construction plant and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment and instruments until it is rendered operable.

8.5.2 Site Clearing and Proper Waste Disposal

General site clearing operations include the removal of demolished materials and objectionable matter, protection of existing structures/facilities left functional and clearing to allow for new construction.

8.5.3 Onsite and off-site (box culvert) works

The design and quality of structural materials to be used shall be in conformity to the governing laws and to the acceptable engineering practices.

9.0 DESIGN AND CONSTRUCTION SCHEDULE

The Designer-Builder's contract period for undertaking the services set out in this Terms of Reference shall be for a duration of ten (10) calendar days for the Detailed Architectural and Engineering Design Phase and project implementation period of ninety (90) calendar days covering a total aggregate contract period of one hundred (100) calendar days reckoned from the issuance of Notice to Proceed and Mobilization Fee.

10.0 SELECTION OF DESIGN AND BUILD DESIGNER-BUILDER

The procurement and implementation of the project using the "Design and Build" scheme shall be in accordance with the provisions of RA9184, specifically its Annex G – ***Guidelines for the Procurement and Implementation of Contract for Design and Build Infrastructure Projects***. Negotiated procurement shall be conducted by the Bids and Awards Committee constituted. The Technical Working Group (TWG) shall likewise assist the Bids and Awards Committee in the evaluation of technical proposals in accordance with the SHFC GUIDELINES on the Marawi City Shelter Project.



10.1 Eligibility Requirements

- 10.1.1 The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions as set forth in RA 9184
- 10.1.2 A modified set of requirements integrating the eligibility documents and criteria for design and build infrastructure projects shall be adopted as follows:
 - 10.1.2.1 Class A documents (legal, technical and financial documents)
 - 10.1.2.2 Class B documents:
 - 10.1.2.2.1 Relevant statements of all on-going, completed, awarded but not yet started design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
 - 10.1.2.2.2 Valid licenses issued by the Professional Regulations Commission (PRC) for design professionals.

10.2 Eligibility Criteria

- 10.2.1 The eligibility of designer-builder shall be based on the legal, technical and financial requirements. In the technical requirements, the designer-builder should be able to comply with the experience requirements under the IRR of RA9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the Approved Budget for the Contract (ABC).
- 10.2.2 The relevant provisions stipulated in the IRR of RA9184 on eligibility requirements shall be observed.

10.3 Submission and Receipt of Bids

The Technical Proposal shall be comprised of all the required documents for infrastructure projects under Section 25.2 of the IRR of RA9184 and the following additional documents:

- 10.3.1 Complete Set of Site Development and Box Culvert Plan and Technical Specifications. These documents/plans shall be scaled presentation drawings comprising, but not limited to, site development plans, elevations, sections and other necessary drawings to illustrate



the size and character of the project. Also included in the presentation drawings is the proposed unique structural and construction system for consideration. They shall be submitted on 20" x 30" tracing papers using the appropriate scale. The document shall also include a preliminary geotechnical and slope stability assessment, if necessary to be able to have an initial concept of the need for slope stabilization measures or to apply the minimum amount of slope protection needed for the site. Similarly, it should also include a PERT-CPM, an outline of specifications, illustrating the size and character of the project, and showing the kinds of materials to be used, the structural concept and type, the types of electrical utility system to be installed, including other items of work that are indicated in the Terms of Reference. This shall be submitted, printed and ring-bound on A4-sized sheets.

10.3.2 Design and Construction Methods. Emphasis shall be made on the construction methods that best fits the cost and duration of the project.

10.3.3 List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualifications and experiences

10.4 Staff Requirement

The Designer-Builder shall provide adequate and qualified staff to perform the services required herein. The key professionals shall include but not limited to the following:

- 10.4.1 Structural Engineer
- 10.4.2 Geodetic Engineer
- 10.4.3 Sanitary Engineer/Master Plumber
- 10.4.4 Project Manager
- 10.4.5 Project Engineer
- 10.4.6 Safety Officer

The Designer-Builder may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in these Terms of Reference, for the Project. Prospective bidders shall attach each individual's resume, PRC license of the professional staff, certificates of training and all other pertinent documents proving the said professional's expertise.

The Safety Officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE).



11.0 AWARD OF CONTRACT

A Notice of Award shall be issued by SHFC to the qualified Designer-Builder upon approval by the Head of the Procuring Entity (HOPE). The Notice to Proceed and the Mobilization Fee shall be released upon submission of the Performance Bond corresponding to 15% of the Total Project Cost.

12.0 SUBMITTALS, STAGES AND DELIVERY

The following submittals and accomplished documents shall be duly completed and turned-over by the approved Designer-Builder for the project:

12.1 For the Design Phase

- 12.1.1 Subsurface Geotechnical Investigation Report, including soil testing data, signed and sealed by a Geotechnical Engineer, if applicable;
- 12.1.2 Slope stability analyses and a detailed summary of findings, signed and sealed by a Geotechnical Engineer, if applicable;
- 12.1.3 Site Development and Box Culvert Plans, which include Architectural, Civil, Structural and Electrical Plans, signed and sealed by the proper and appropriate professionals;
- 12.1.4 Technical specifications;
- 12.1.5 Work schedule/ drawdown schedule/ detailed cost estimate; and
- 12.1.6 Bill of quantities.

12.2 For the Construction Phase

- 12.2.1 As-built plans;
- 12.2.2 All necessary plans/ technical specifications approved by the concerned LGU;
- 12.2.3 Work schedule/ drawdown schedule
- 12.2.4 Shop drawings signed by appropriate registered professional, if applicable;
- 12.2.5 Test results; and
- 12.2.6 Guarantees, warranties and other certificates

A handwritten signature in black ink, consisting of a large, stylized letter 'A' with a vertical line extending downwards from its base.

13.0 APPROVED BUDGET FOR THE CONTRACT

The approved budget for the development of 18,234.47 sqm property located in Dulay Proper, Marawi City is ONE THOUSAND FIVE HUNDRED PESOS (PhP 1,500.00) per square meter. This amount shall be inclusive of general and specific requirements, permits, plans, layout, contract's fee, labor, materials, and equipment, overhead, contingencies and miscellenous, profit and twelve percent (12%) Value Added Tax (VAT) and other taxes as imposed by the government.

Matua Ampuan (TCT No. RT-210(17)(19)

PARTICULARS	
a. Site Devt Cost (18,234.47 m ² @ P1,500/m ²)	27,351,705.00
b. Box Culvert or equivalent	7,000,000.00
Total Estimated Development Cost	34,351,705.00

14.0 TERMS OF PAYMENT

14.1 1st Release: Fifteen percent (15%) of the above fee representing mobilization fund. Designer-Builder shall submit written request after the Notice to Proceed is released to the Designer-Builder.

14.2 2nd Release: Percentage accomplishment must be at least 20 %. The Designer-Builder shall submit the following:

14.2.1 Statement of work accomplishment (SWA) indicating the percentage of work progress signed by the Designer-Builder

14.2.2 Pictures of the project together with color coded plans showing actual progress; and

14.2.3 Billing cost

14.2.4 Updated Work Schedule (target vs accomplishment)

14.3 3rd Release: Percentage accomplishment must be at least 60 %. The Designer-Builder shall submit the following:

14.3.1 Statement of work accomplishment (SWA) indicating the percentage of work progress signed by the Designer-Builder

14.3.2 Pictures of the project together with color coded plans showing actual progress; and

14.3.3 Billing cost

14.3.4 Updated Work Schedule (target vs accomplishment)



14.4 4th Release; Percentage accomplishment must be 100%. The Designer-Builder shall submit the following:

14.4.1 Statement of work accomplishment (SWA) indicating the percentage of work progress signed by the Designer-Builder

14.4.2 Pictures of the project together with color coded plans showing actual progress; and

14.4.3 Billing cost

14.4.4 Updated Work Schedule (target vs accomplishment)

14.4.5 Certification issued by the Designer-Builder stating that the Project has been completed in accordance with the LGU approved site development and box culvert plans.

14.5 10% Retention Fee: to be deducted from every progress billing and to be released upon issuance of Certificate of Completion and Acceptance by SHFC and the designated Homeowner's Association (HOA).

The Project shall be supervised by the SHFC Iligan Office which will submit monthly Progress Report together with the report of the HOA Sub-committee on Site Development. All reports must be supported by pictures of the project together with color coded plans showing actual progress.

15.0 DEVIATIONS/ CHANGES IN THE PLANS AND CONTRACT

In the event that there will be changes on the approved plans and contract, the designer-builder shall secure the approval of SHFC prior to revision and implementation. Any revisions on the plans without prior written approval by SHFC Management shall be for the account of the Designer-Builder.

16.0 PRE-TERMINATION OF CONTRACT

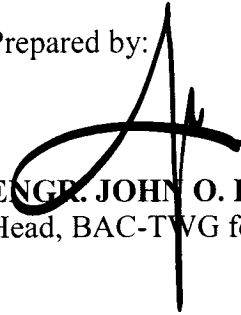
16.1 The contract of the Design and Build may be pre-terminated by SHFC upon notice of any violation of the terms of the contract. In case of pre-termination, the Designer-Builder shall be informed by SHFC thirty (30) calendar days prior to such termination.

16.2 In case of pre-termination, the Designer-Builder shall be liable to an additional liquidated damages equivalent to five percent (5%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.

16.3 SHFC shall have the right to blacklist the Designer-Builder in case of pre-termination.

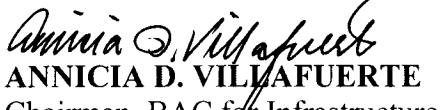


Prepared by:



ENGR. JOHN O. LEE JR.
Head, BAC-TVG for Infrastructure

Recommending Approval:



ANNICIA D. VILMAFUERTE
Chairman, BAC for Infrastructure

Approved by:



ATTY. ARNOLFO RICARDO B. CABLING
President