



Republic of the Philippines  
Department of Agriculture  
**BUREAU OF SOILS AND WATER MANAGEMENT**  
SRDC Bldg., Elliptical Road corner Visayas Avenue,  
Diliman, Quezon City

# TERMS OF REFERENCE

## UPGRADING AND MODERNIZATION OF LABORATORY FACILITIES OF BSWM-LSD

**Laboratory Services Division**

*A food-secure and resilient Philippines*  

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*with empowered and prosperous farmers and fisherfolk*



# TERMS OF REFERENCE

## UPGRADING AND MODERNIZATION OF LABORATORY FACILITIES OF BSWM-LSD

### 1. PROJECT INFORMATION

#### 1.1. Project Description

The contract will cover the upgrading, improvement, and modernization of the Laboratory Services Division of the Bureau of Soils and Water Management, including the **refurbishment of laboratory facilities such Lobby Reception Area and LIMS server room** for the implementation of National Soil Health Program.

The project shall have an Approved Budget for the Contract (ABC) of Php 2,500,000.00 inclusive of Overhead Miscellaneous, Contingency Expenses, Contractor's Profit, and Taxes.

The project shall have the following basic components:

- a. The bid shall be based on the complete detailed architectural and engineering design plans, technical specifications, and cost estimates for the implementation of the Project prepared by a third-party engineering design firm.
- b. The contractor shall perform total rehabilitation of identified rooms occupied by LSD located in the third level. All the location's (civil, structural, electrical, mechanical) facilities shall be rendered fully functional; and with complete architectural finishes. Third level demolition/restoration works, complete roughing-in works, masonry works, wall/ceiling works, painting works, and laboratory fixtures/specialty works shall be provided

#### 1.2. Terminologies

**"BSWM" or "Procuring Entity"** refers to the Bureau of Soils and Water Management

**"LSD"** refers to the Laboratory Services Division

**"PROJECT"** shall refer to the upgrading and modernization of laboratory rooms and facilities of BSWM-LSD which is located at SRDC Bldg., Elliptical Road corner Visayas Avenue, Diliman, Quezon City.

**"BIDDER" or "BIDDERS"** shall refer to pre-qualified respondent or respondents to this request for bidding, a reputable and experienced construction company.

**"CONTRACTOR"** shall refer to the winning bidder.

#### 1.3. Objective of the Procurement

The objective of this procurement is to engage the services of an experienced contractor (the "Contractor") with Philippine Contractors Accreditation Board (PCAB) License Category "C & D", Size Range of at least "Small B", General Building Classification, with at

least five (5) years' experience in the field of building construction who will execute the rehabilitation of laboratory rooms and facilities.

Eligible bidders should be a construction oriented affiliated group of professionals, who can successfully prepare "The Project". They should have experience and capability in the type of services, and the field under consideration, specifically on the rehabilitation aspect.

The procurement shall be undertaken pursuant to RA 9184 and its Updated Implementing Rules and Regulations (IRR).

## **2. SCOPE OF CONTRACT**

### **2.1. General Requirements**

#### **2.1.1. Processing and Securing of Permits and Insurance**

2.1.1.1. The contractor shall be responsible for securing all necessary permits related to the project, which shall include but not limited to building permits, occupancy permit, etc.), Contractor's All Risk Insurance & Third Party Liability and Workman's Compensation Insurance (CARI), and other insurances required by the Local Government Unit (LGU) and the Procuring Entity, among others, including payment of assessed fees as may be required by the LGU, ECC and/or Regulating Agencies before the implementation of the project.

### **2.2. General Conditions**

2.2.1. The execution of this Specification, Plans and other related Contract Documents shall be subjected to the rules and regulations as provided in the General Conditions of the Contract. The Plans and specifications shall be interpreted by the Procuring Entity and or his/her representative. The Contractor is enjoined to confer with the Procuring Entity on items for clarification before submitting his bid. No excuses shall be entertained for misinterpretation of the Plans and specifications after the award of contract. All work as deemed required by the Procuring Entity shall be carried out properly by the Contractor.

2.2.1.1. The Contractor shall consult the Procuring Entity on portion of the work not mentioned in the Specification and not illustrated on the Plans. He shall not work without proper instruction or detailed plans approved by the Procuring Entity, otherwise he shall be responsible for the unacceptance of the work done without details. In such case, the Contractor shall make good the work at his own expense.

2.2.1.2. No alteration or addition shall be allowed without the consent and proper documentation approved by the Procuring Entity, even such change is ordered by the Procuring Entity. The Contractor shall bring the case to the Procuring Entity. Request for approval of such changes, alteration, deviation of work shall not be done without the consent of the Procuring Entity. Changes may be presented to the Procuring Entity in the form of shop drawings.

- 2.2.2. Two (2) sets of clean plans and specification shall always be kept at the jobsite to be available to the Procuring Entity or their representative upon his request during the construction.

### **2.3. Obligations of the Winning Bidder/Contractor**

- 2.3.1. The Contractor shall bear the responsibility of checking all the numbers and units as indicated in the Bill of Quantities. It is understood that the Contractor shall supply and install the required units in accordance with the Plans and the Specifications.
- 2.3.2. In their bid proposal, the **bidders may propose materials or equipment** or makes other than those specified in the BOQ and/or Specifications, provided they are of equivalent specifications and functionalities.
- 2.3.3. During project implementation, the winning bidder/contractor may propose substitution of materials or equipment or makes other than those specified in the Contract documents shall be subject to the approval of the Procuring Entity for the following reasons only:
  - 2.3.3.1. That the materials or equipment proposed for substitution is equal or superior to the materials or equipment specified in construction efficiency and utility provided that any and all costs relative thereof shall be shouldered by the Contractor.
  - 2.3.3.2. Or that the materials or equipment specified cannot be delivered to the job site on time to complete the work of the other Contractors due to conditions beyond the control of the Contractor.
  - 2.3.3.3. In case of a price difference, the Procuring Entity shall receive all benefits of the difference in cost involved in any substitution and the Contract shall be altered by Change Order to credit the Procuring Entity with any savings so obtained.
  - 2.3.3.4. To receive consideration, request(s) for substitution shall be accompanied by documentary proof of equality or difference in price and delivery, if any, in the form of certified quotations and guaranteed date of delivery from suppliers of either the proposed substituted materials or equipment.

### **2.4. Obligations of the BSWM-LSD**

- 2.4.1. Provide full information on all requirements for the Project;
- 2.4.2. Give prompt written notice thereof to Winning Bidder or Contractor, if it observes or becomes aware of any defect in the Project;
- 2.4.3. Designate when necessary, representatives authorized to act on its behalf. It shall examine documents submitted by the Winning Bidder or Contractor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the

progress of their work. It shall observe the procedure of issuing orders to the Winning Bidder or Contractor;

#### **2.4.4. Supervise and monitor the implementation of the project**

### **2.5. Bidding Documents**

The Bidding Documents for the Project shall govern the conduct of the procurement of the Project.

## **3. SCOPE OF WORK**

The Contractor shall provide all the necessary labor, materials, instrument/equipment, vehicles, temporary office, safety equipment/procedures, including protection of adjacent/adjoining structures or areas, etc. necessary to perform satisfactorily the required works.

### **3.1. General**

#### **3.1.1. Provisions**

- 3.1.1.1. The Contractor shall conduct thorough inspection of the existing job site conditions.
- 3.1.1.2. The scope of work shall include all additions necessary in order to implement the whole set of approved Plans, Working Drawings and Specifications.
- 3.1.1.3. The Contractor shall secure and do all the legwork necessary for all pertinent permits needed for the Procuring Entity to occupy and use the building.
- 3.1.1.4. The Contractor shall construct All Architectural, Structural, Electrical, Electronics and Communications, Sanitary/Plumbing, Mechanical/Fire Protection works in accordance with the Plans and Specifications. All items shown on the Plans but not mentioned in the Specifications shall be included. Discrepancies shall be verified with the Procuring Entity.
- 3.1.1.5. The Contractor shall have a licensed surveyor to locate benchmarks. Shop drawings of stake out plan and actual reference marks shall be verified and approved by the Procuring Entity prior to any permanent construction. He shall refer to the General Nature and Scope of Work and other Bid Documents for more extensive description of the work.
- 3.1.1.6. The Contractor shall submit details and shop drawings, templates, and schedules required for the coordination of the work of the various trades. Drawings should include information on all working dimensions, arrangement and sectional views, connections and materials.

- 3.1.1.7. Final Cleaning as Pre-Requisite to Final Acceptance: Final cleaning of the work by a reputable building maintenance company shall be employed by the General Contractor prior to the Procuring Entity's final inspection for certification of final acceptance. Final Cleaning shall be applied on each surface or unit of work and shall be of condition expected for a first class building cleaning and maintenance program.
- 3.1.1.8. The Contractor shall be responsible for the safety and safe working practices of its respective employees, servants and agents.
- 3.1.1.9. The Procuring Entity may at any time without invalidating the Contract make changes by altering, adding to or deducting from the work as covered by the drawings, specifications, and general scope in written instructions. Provisions under General Conditions of the contract cover such circumstances.
- 3.1.1.10. In case discrepancies exist between this Section and its corresponding elaborated sections, notify the Procuring Entity immediately for clarification; their decision shall be final.

## **3.2. Outline**

Refer to Detailed Engineering Design for the complete Scope of Works stipulated in this outline.

### **3.2.1. Server Room**

- 3.2.1.1. Preliminary Works
- 3.2.1.2. Restoration Works
- 3.2.1.3. Masonry Works
  - 3.2.1.3.1. 6 " thick Masonry Wall
  - 3.2.1.3.2. Plastering Works
- 3.2.1.4. Ceiling Works
  - 3.2.1.4.1. Gypsum Ceiling
- 3.2.1.5. Glass and Glazing
- 3.2.1.6. Painting Works
  - 3.2.1.6.1. Ceiling – Gypsum board
  - 3.2.1.6.2. Wall – Interior Masonry
- 3.2.1.7. Furniture
- 3.2.1.8. Floor Finishes
  - 3.2.1.8.1. Epoxy Floor Coating
  - 3.2.1.8.2. Elevated Engineered Flooring
- 3.2.1.9. Mechanical Works

### **3.2.2. Lobby Fit-out**

- 3.2.2.1. Preliminary Works
- 3.2.2.2. Ceiling Works
  - 3.2.2.2.1. Gypsum Ceiling
- 3.2.2.3. Drywall Works
- 3.2.2.4. Reception Desk

- 3.2.2.5. Floor Finishes
- 3.2.2.6. Painting Works
  - 3.2.2.6.1. Ceiling – Gypsum board
  - 3.2.2.6.2. Wall – Interior Masonry
- 3.2.2.7. Furniture
- 3.2.2.8. Electronics Equipment
- 3.2.2.9. Wall Cladding System
- 3.2.2.10. Electrical Works
  - 3.2.2.10.1. Lighting Fixtures
  - 3.2.2.10.2. Wiring Devices and other fixtures
  - 3.2.2.10.3. Wires and cables
  - 3.2.2.10.4. Rough-ins
  - 3.2.2.10.5. Panel Board and Control Panel

### **3.3. Site Work**

#### **3.3.1. Visit and Accept Site, As Is.** The following works shall be included:

- 3.3.1.1. Site Clearing: Protection and/or removal of existing structures with the approval from the Procuring Entity.
- 3.3.1.2. Removal of improvements above and below grade (if any) necessary to permit construction and other work as indicated. The Procuring Entity and Lessor must be consulted prior to any demolition. Coordination with Bureau of Soils and Waste Management - Building and Grounds Administration & proper investigation is to be conducted to avoid damage on existing utilities. Rubbish shall be legally and properly disposed of. Other items for relocation / demolition will be discussed in the Pre-Bid Conference.

#### **3.3.2. Site Safety Requirements:**

- 3.3.2.1. The Contractor shall, maintain a temporary board – up, security for the proper execution of site up-keeping. Such board-up shall be built where necessary and required by for its full length except for such openings as may be necessary for the proper execution of the work, in such case, openings shall be provided with doors which shall be kept closed at all times except in actual use. Which shall be made of painted 12mm thick gypsum board on metal.

#### **3.3.3. Temporary Site Facilities**

- 3.3.3.1. Temporary Facilities: The contractor shall provide an office for the following:
  - 3.3.3.1.1. Construction site office: complete Resident Architect's / Engineers office for business related to the supervision of the project.
- 3.3.3.2. Other Temporary Provisions:

- 3.3.3.2.1. The General Contractor shall provide all temporary lighting, power, water supply and all necessary facilities sufficient enough for the simultaneous use of all possible fields of work to complete the project.
- 3.3.3.2.2. The General Contractor shall provide the necessary number of warehousemen to ensure security of construction site.
- 3.3.3.2.3. The General Contractor shall provide necessary number of units of fire extinguishers.
- 3.3.3.2.4. The General Contractor shall provide Billboards for precautions for Public Safety.
- 3.3.3.2.5. Other provisions as required by the National Building Code and BESC.
- 3.3.3.2.6. All others required as discussed in the Pre-Bid Conference or as issued Supplemental Bid Bulletins
- 3.3.3.3. Storage and Filing of Materials
  - 3.3.3.3.1. Delivery: General Contractor shall ensure that materials are properly turned over and delivered on site in good quality and condition. A time and delivery record shall be available.
  - 3.3.3.3.2. Storage: General Contractor shall designate and/or allot a space to sub-contractors for storage of their materials and for erection of their sheds and tool houses (if necessary). Materials shall be arranged properly and accordingly in terms of sizes, quality, quantity, category and time of use.
  - 3.3.3.3.3. Warehouse shall be maintained properly by a designated person of the General Contractor.
  - 3.3.3.3.4. All cement, lime and other materials affected by moisture shall be stored on platforms and protected from weather. Materials shall be stored as to insure the preservation of their quality and fitness for their work. Stored materials shall be located so as to facilitate prompt inspection.
  - 3.3.3.3.5. Should it be necessary at any time to move materials, sheds or storage platforms, the Contractor shall do so at his own expense.

#### **3.3.4. Masonry**

- 3.3.4.1. Concrete Masonry Units
  - 3.3.4.1.1. Should it be necessary at any time to move materials, sheds or storage platforms, the Contractor shall do so at his own expense.
    - 3.3.4.1.1.1. Supplier: Allied Concrete, Rock built or Jack built



3.3.4.1.1.2. Where full height walls are constructed with concrete hollow blocks, these shall extend up to the bottom of beam or slab unless otherwise indicated on plans. Provide stiffener columns & lintel beams as specified in the structural drawings or as specified or as deemed required to assure a stabilized wall due to height & other considerations.

3.3.4.1.2. Sand: S-1, washed, clean and greenish in color.

3.3.4.1.3. Mortar: One part "Portland" cement and two parts sand and water but not more than three parts sand and water.

3.3.4.1.4. Plaster bond: N and H Plaster bond - Apply to all wall areas prior to plastering.

### **3.3.5. Metal**

3.3.5.1. Stainless Steel

3.3.5.1.1. Stainless Steel Push Plate: Refer to Doors Schedule

3.3.5.2. Light Galvanized Steel Framing for Gypsum Drywall, Ceiling & Fiber Cement Ceiling

3.3.5.2.1. Light Galvanized Steel Framing Members shall be formed from cold-rolled steel with the minimum tensile strength of 50 ksi & a minimum yield point of 33 ksi. Light Galvanized Steel Framing Members shall be formed from cold-rolled steel having a minimum galvanized coating of 180 g/sqm both sides and shall be lock-forming quality. Should Conform to the ASTM C645A Standard Specification for Nonstructural Steel Framing Members.

3.3.5.3. Miscellaneous Metal Works

3.3.5.3.1. Submit Professional Shop Drawings for fabrication, connections and erection of miscellaneous metal fabrications.

3.3.5.3.2. Pipe hangers: Galvanized steel angular bars, hot dipped. Refer to Sanitary / Electrical drawings for sizes and dimension.

### **3.3.6. Wood and Plastics**

3.3.6.1. Lumber and Architectural Woodworks

3.3.6.1.1. Schedule of Lumber and Plywood Works

3.3.6.1.1.1. Medium Density Fiberboard: As per manufacturer's specifications.

3.3.6.1.1.2. Plywood Backing for Glass Mirror: 6-mm thick marine plywood anchored to wall with necessary anchoring. Areas to be covered by mirror on toilets should be provided with tiles.

### **3.3.7. Doors**

3.3.7.1. Main Door of Server Room – Heavy Duty Floor Hinge Glass door, 12mm thick tempered, frameless glass door.

3.3.7.2. Glass and Glazing

3.3.7.2.1. Caulking, Weather stripping, Sealing and Glazing Compound: refer to Sealants

3.3.7.2.2. Schedule: All glass should match color of existing. The contractor shall submit glass sample with performance data and certifications from the manufacturer.

### **3.3.8. Finishes**

3.3.8.1. Refer to Architectural Plans for location. Verify plans for other finishes not specified or omitted herein. Sample of all materials shall be submitted to the Procuring Entity for approval as to color and quality workmanship.

3.3.8.1.1. Floor Finishes

3.3.8.1.1.1. Supply and application of chemical resistant seamless floor finish - epoxy base. See floor plan for Legend & Call-out Specifications as to where to be applied. Submit sample for Procuring Entity's approval.

3.3.8.1.2. Wall Finishes

3.3.8.1.2.1. Plain Cement Plaster Finish: 10 mm. thick. on vertical, on masonry and for all concrete hollow block surfaces, painted finish as indicated in the Drawings and for all areas not otherwise noted with other finishes.

3.3.8.1.3. Ceiling Finishes

3.3.8.1.3.1. Dismantling & Demolition Works: Removal of some parts of existing ceiling as affected by the new ceiling layout and finish.

3.3.8.1.3.2. Gypsum Board: Supply and installation of Gypsum ceiling on a 400mm x 400mm G.I. Framing Suspended Ceiling System complete with all accessories and acrylic diffuser lighting system. Please see ceiling details in all conference rooms and library.

3.3.8.1.4. Painting Works

3.3.8.1.4.1. All materials shall be Environmental protection Agency (EPA) certified and approved.

3.3.8.1.4.1.1. Painting Materials

3.3.8.1.4.1.1.1. Submit various painting materials specification data and sample to be used for Procuring Entity's approval.

3.3.8.1.4.1.1.2. All primers, thinners and putty, also waterproofing for internal and external application shall be the same brand as the specified material.

3.3.8.1.4.1.1.3. Painting materials including its application must be covered with minimum of five- (5) year guarantee to be rendered by the painting manufacturer.

3.3.8.1.4.1.1.4. Use BOYSEN or DAVIES only for all painted works.

3.3.8.1.4.1.2. Application

3.3.8.1.4.1.2.1. All sample paint shall be submitted on at least 300-mm x 300mm plywood panel, color and shade as per approval by the Procuring Entity.

3.3.8.1.4.1.2.2. Application shall be as per paint Manufacturer's specification and recommendation.

3.3.8.1.4.1.2.3. Provide all drop cloth and other covering requisite for protection of floors, walls, aluminum, glass, finishes and other works.

3.3.8.1.4.1.2.4. All applications and methods used shall strictly follow the Manufacturer's Instructions and Specifications. All surfaces including masonry wall shall be thoroughly cleaned, puttied, sandpapered, rubbed and polished; masonry wall shall be treated with Neutralizer.

3.3.8.1.4.2. All exposed finish hardware, lighting fixtures and accessories, glass and the like shall be adequately protected so that these are not stained with paint and other painting materials prior to painting works. All other surfaces endangered by stains and paint marks should be taped and covered with craft paper.

3.3.8.1.4.2.1. Painting Schedule

3.3.8.1.4.2.1.1. Interior

3.3.8.1.4.2.1.1.1. Interior Concrete or Masonry Painted - Three (3) coats water-based masonry finish chemical resistant seamless floor finish - epoxy base. Sample Shades for Procuring Entity's Approval.

3.3.8.1.4.2.1.1.2. Plain Flat Finish: Acrylic water-based paint on ceilings, three (3) coats. FLAT

### **3.3.9. Specialties**

#### **3.3.9.1. Casework Counters**

3.3.9.1.1. Casework Counter System: 19mm thk montelli synthetic granite on steel framing counter with 100mm high montelli synthetic granite backsplash complete with stainless steel bracing and hinges, brass or molded plastic pedestals, and indicator lock with heavy duty stainless steel hardware. Submit catalogue & mock-up for Procuring Entity's approval.

3.3.9.1.2. Drawers: in 3/4" thk phenolic resin board with heavy duty drawer guide and continuous aluminum handle.

3.3.9.1.3. Cabinets: on 3/4" thk phenolic resin board with concealed hinges and continuous aluminum handle.

3.3.9.1.4. Open Shelves: 2/4" thk. Phenolic Resin Shelves anchored on concrete masonry wall.

3.3.9.1.5. Accessories: All accessories should be in molded plastic material. Submit samples for Procuring Entity's Approval.

#### **3.3.9.2. Office Working Station System**

3.3.9.2.1. Please see detailed plans with specifications.

### **3.3.10. Plumbing Fixtures and Accessories**

3.3.10.1. All fixtures shall be installed complete with accessories, such as fittings, angle valve, shut-off valve and supply pipe assembly, p-traps flange and others to make it functional. Submit model and color samples for Procuring Entity's approval of all fixtures and accessories.

#### **3.3.10.2. Plumbing Fixture Colors: White Verify with Procuring Entity**

3.3.10.2.1. Sink: Under the counter type sink with single faucet hole on center w/ front overflow hole.

3.3.10.2.2. Faucets: self-closing press-action tap model with timed flow and anti-blocking system.

### **3.3.11. Electrical Specifications**

#### **3.3.11.1. General Specification**

3.3.11.1.1. The work to be done under this division of the specifications consist of the fabrication, furnishing delivery and installation, complete in all details of the Electrical Work, at the subject premises and all work materials incidental to the proper completion of the installation, except those portions of the work which are expressly stated to be done by others. All work shall be done in accordance with the governing Codes and Regulations and with the Specifications, except where same shall conflict with such codes etc., which latter shall then govern. The requirements with regards to materials and workmanship specify the required standard for the furnishing of all labor, materials and appliances necessary for the complete installation of the work specified herein and indicated on the drawings. The Specifications are intended to provide a broad outline of the requirement and are not intended to include all details of design and construction.

#### **3.3.11.1.2. Laws/Codes and Regulations:**

3.3.11.1.2.1. The work under this division shall be executed in accordance with the latest requirements of the following:

3.3.11.1.2.1.1. Building Code of the Philippines

3.3.11.1.2.1.2. Philippine Electrical Code

3.3.11.1.2.1.3. Laws, ordinances, and regulations of the locality having jurisdiction over the project.

3.3.11.1.2.1.4. Power and telephone utility companies

3.3.11.1.2.1.5. UAP Doc. 301

3.3.11.1.2.2. The requirements of the above mentioned governing laws/codes and the requirements of the companies having involvement/participation are hereby made part of this Specifications and the Electrical Contractor is required to comply with the same.

3.3.11.1.2.3. This does not relieve the Electrical Contractor from complying with requirements of specifications or drawings in excess of above laws and ordinances, codes and requirements which are not prohibited by the same.

#### **3.3.11.1.3. Guarantee**

3.3.11.1.3.1. The Electrical Contractor shall guarantee that the electrical system is free from all grounds and defective materials and workmanship for a period of one (1) year from the date of acceptance of the work. All defects arising within the guarantee period shall be remedied by the Electrical Contractor at his own expense.

3.3.11.1.3.2. The Electrical Contractor shall indemnify and save harmless Procuring Entity from and against all claims, suits, actions, or liabilities for damages arising from injuries, disabilities or loss of life to persons or damage to public or private properties resulting from fault or any act of contractor or his representative in the execution of this work.

3.3.11.1.3.3. The partial acceptance of the work for the purpose of making partial payments, based on the estimated cost satisfactorily completed by the Electrical Contractor, shall not be considered as final acceptance of that portion of the work.

#### 3.3.11.1.4. Drawings and Specifications

3.3.11.1.4.1. The electrical plans, which constitute an integral part of these Specifications, shall serve as the working drawings. The plans indicate the general layout and arrangement of the complete electrical system and other works.

3.3.11.1.4.2. The drawings and specifications are meant specifically to be complementary to each other and where it is called for by one shall be binding as if called for by both. Anything which is basically required to complete the installation for proper operation but not expressly mentioned on the drawings and/or specifications shall be furnished and installed by the Electrical Contractor at no extra cost to the Procuring Entity as though specifically stipulated or shown in both.

3.3.11.1.4.3. Procuring Entity shall have the final decision on any apparent conflict between the drawings and specifications or on any under and controversial point in either or both.

3.3.11.1.4.4. All dimensions and locations shown on the plans are approximate and shall be verified in the field, as actual locations, distances, and levels are governed by actual conditions.

#### 3.3.11.2. Scope of Work

3.3.11.2.1. The work to be done under this division shall include the furnishing of all tools, labor, equipment, fixtures and materials, each complete and in proper working condition unless one or other is specifically excluded or stated otherwise in these Specifications but not limited to the following principal items of work:

3.3.11.2.1.1. Furnish and install a complete wiring and raceway system for the underground power and telephone distribution system including concrete pedestals, concrete hand holes and necessary wiring gutters and boxes.

3.3.11.2.1.2. Furnish and install a complete grounding system.

3.3.11.2.1.3. Perform terminations for all electrical system.

3.3.11.2.1.4. Complete testing of all electrical systems.

3.3.11.2.1.5. Preparation of "As-built" drawings

3.3.11.2.1.6. If any item of works or material has been omitted which are necessary for the completion of the Electrical Work as outlined herein before, then such items shall be and hereby included in this section of work.

### 3.3.11.3. Procedure

#### 3.3.11.3.1. Workmanship

3.3.11.3.1.1. The Electrical Contractor shall execute the work in the most thorough, prompt and workmanlike manner and in accordance with the plans and specifications. The installations shall be done thru standard methods and good engineering practices.

#### 3.3.11.3.2. Materials

3.3.11.3.2.1. All materials to be installed shall be brand new except as otherwise noted on the plans or specifications. The materials shall be as specified. No substitution of materials is allowed. Should the Electrical Contractor find it necessary to use another type/brand of materials instead of the specified item, he shall first obtain approval from the Procuring Entity prior to installation. Any substituted material installed without the approval of the Procuring Entity shall be subject to replacement.

#### 3.3.11.3.3. Coordination

3.3.11.3.3.1. It is the sole responsibility of the Electrical Contractor to conduct coordination of his activities with the following:

3.3.11.3.3.1.1. Other trades and suppliers

3.3.11.3.3.1.2. Procuring Entity/Engineer

3.3.11.3.3.1.3. Local Government Authority

#### 3.3.11.3.4. Deviation from the Plans

3.3.11.3.4.1. No deviation from the plans is to be made unless given notice or approval by the Procuring Entity.

3.3.11.3.5. Record Drawings and “As-Built” plan.

3.3.11.3.5.1. The Electrical Contractor is required to keep an active record of the actual installation during the progress of the job. This shall be the reference in the preparation of the “As-Built” plans which shall include all pertinent information, complete in all aspect of the actual installation, and all new information not originally shown in the contract drawings. The “As-Built” plans shall be prepared by the Electrical Contractor at his expense and shall be submitted to the Procuring Entity for approval upon the completion of the work. The approval of the “As-Built” drawings shall be a pre-requisite for the final acceptance of the electrical works.

3.3.11.3.5.2. Submit two (2) copies of the “As-Built” drawings signed and dry sealed by the Electrical Contractor. Registered Professional Electrical Engineer. Original tracing/reproducible copy shall also be submitted to the Procuring Entity.

3.3.11.3.6. Samples & Shop Drawings

3.3.11.3.6.1. 30 days prior to the installation or fabrication of materials the Electrical Contractor shall submit to Procuring Entity the following for approval.

3.3.11.3.6.1.1. Shop drawings of panel boards showing arrangements of circuit breakers, bus bar sizes, lugs, etc. Indicate all dimensions.

3.3.11.3.6.1.2. Shop drawings or samples required as noted in the drawings.

3.3.11.3.6.1.3. Samples and catalogs of materials intended to be installed.

3.3.11.3.6.2. The Electrical Contractor shall also submit to the Procuring Entity without delay shop drawings and other submittals which may be required by Procuring Entity during the progress of construction.

3.3.11.3.6.3. The above requirements shall be submitted to the Procuring Entity at the earliest possible time to give allowance for checking and verification. These shall be complete in all aspects.

3.3.11.3.6.4. Submit four (4) sets of each shop drawings.

3.3.11.3.7. Electric Power



3.3.11.3.7.1. The Electrical Contractor shall be responsible for his own electric power needed for the execution of the job.

3.3.11.3.8. Test

3.3.11.3.8.1. Conduit tests on all electrical conductors installed in the presence of the Procuring Entity's representative.

3.3.11.3.8.1.1. check for grounds

3.3.11.3.8.1.2. insulation resistance test

3.3.11.3.8.1.3. continuity test for all outlets

3.3.11.3.8.1.4. voltage level test

3.3.11.3.8.1.5. phase relationship

3.3.11.3.8.1.6. check circuit connections at panel boards, all single phase circuit shall be connected to phase as shown in the load schedule.

3.3.11.3.9. Submit Reports on Tests

3.3.11.3.9.1. All reports must be formal, typewritten and properly identified.

3.3.11.3.10. All defects found during the test shall be repaired immediately by the Electrical Contractor.

3.3.11.3.11. All tools, equipment and instruments needed to conduct tests shall be on the account of the Contractor.

3.3.11.4. Methods and Materials

3.3.11.4.1. Conduits

3.3.11.4.1.1. Rigid Steel Conduits (RSC) and Intermediate Metal Conduit (IMC):

3.3.11.4.1.1.1. Standard trade sizes, hot dipped galvanized with inside enamel or epoxy coating. Matsushita, Allied, Setsuyo, Pusan and Maruichi.

3.3.11.4.1.1.2. Joints-threaded coupling for joints.

3.3.11.4.1.1.3. Use for power & lighting.

3.3.11.4.1.2. Polyvinyl Chloride Conduit (PVC)

3.3.11.4.1.2.1. Standard trade sizes, schedule 40 "Atlanta".

3.3.11.4.1.2.2. Coupling & fittings - standard couplings for joints by solvent weld process.

3.3.11.4.1.2.3. Telephone System & other auxiliary system.

3.3.11.4.1.3. Installation of Conduits

3.3.11.4.1.3.1. Installation is in accordance with PEC and of good engineering practice.

3.3.11.4.1.3.2. Use standard trade sizes locknut and bushing at each end terminating in boxes/panel boards. Ensure electrically continuous conduit system.

3.3.11.4.1.3.3. Provide independent conduits supports using hangers, supports or fastenings spaced in accordance with good engineering practice and PEC.

3.3.11.4.1.3.4. Use adjustable trapeze hangers for horizontal parallel runs.

3.3.11.4.1.3.5. Conduits bends shall not be more than the equivalent of three (3) 90-degree bends between pulling points.

3.3.11.4.1.3.6. Conduit threads cut on job shall have same effective lengths, thread dimensions, and taper as factory threads.

3.3.11.4.1.3.7. Cut ends of conduit square with hand or power saw and ream to remove burrs and sharp edges. Do not use wheel cutter.

3.3.11.4.1.3.8. Clamps shall be galvanized malleable iron one-hole straps, beam clamps or other approved device with necessary bolts and expansion shields.

3.3.11.4.1.3.9. Trapeze hangers shall be used for parallel runs of conduits. Install conduit clamps at end of each run and at each elbow. Paint hangers one prime coat of red lead or zinc chromate, and one finish coat of an approved color. Hangers are not detailed but must be adequate to support combined weight of conduit, conductors and hangers. Submit shop drawings for approval.

3.3.11.4.1.3.10. All underground conduits installed shall be provided with concrete encasement at least 8cm. thick outer face of conduit.

3.3.11.4.2. Wires

- 3.3.11.4.2.1. Wires shall be annealed copper, 98% or better conductivity, insulated, single, except as noted in the drawings.
- 3.3.11.4.2.2. 600-volt class type as indicated in the plans
- 3.3.11.4.2.3. Wires greater than no. 8 mm<sup>2</sup> shall be stranded.
- 3.3.11.4.2.4. Minimum size shall be #3.5 TW for power and lighting circuits.
- 3.3.11.4.2.5. Telephone wires shall be no. 22 AWG jacketed type, 4 wires.
- 3.3.11.4.2.6. Use standard methods in pulling wires.
- 3.3.11.4.2.7. Splices of wires/cables shall be done inside junction boxes or auxiliary gutters using standard connectors. No wires shall be spliced inside conduits
- 3.3.11.4.2.8. All wires and cables shall be color coded as follows:
  - 3.3.11.4.2.8.1. Phase A Red
  - 3.3.11.4.2.8.2. Phase B Yellow
  - 3.3.11.4.2.8.3. Phase C Black
  - 3.3.11.4.2.8.4. Ground Green
  - 3.3.11.4.2.8.5. Neutral White
- 3.3.11.4.3. Connectors
  - 3.3.11.4.3.1. Use solderless mechanical pressure - type lugs, copper
- 3.3.11.4.4. Insulation
  - 3.3.11.4.4.1. All splices shall be properly insulated using 3M electrical tape. Application of insulation tape shall be equivalent to the insulation of the wire concerned. Use filler compound, "Scotch fill at sharp edges to provide smooth surface before taping.
- 3.3.11.4.5. Panel board & Circuit Breaker
  - 3.3.11.4.5.1. NEMA type/enclosure unless noted, PEC rules and regulations, circuit breaker type shall be 230V, number of pole as required.

- 3.3.11.4.5.2. Panel boards shall contain a single brand of circuit breakers and as manufactured by “Schneider Electric”, “Cutler Hammer” or “GE”.
- 3.3.11.4.5.3. All circuit breakers used as main shall be “Bolt on” type molded case, thermal magnetic protective, quick make, quick break, trip free from handle, trip indicating, number and size as shown in the schedule. Internal common trip for 2 and 3 pole breakers.
- 3.3.11.4.5.4. Breaker minimum interrupting capacities shall be based on NEMA and UL test procedures.
  - 3.3.11.4.5.4.1. 230 volt breakers - 10,000 rms. Symmetrical amperes at 240V A/C (minimum)
- 3.3.11.4.5.5. All circuit breakers used as branches rated at below 100 AT and specifically installed in lighting panel boards shall be “bolt-on”.
- 3.3.11.4.5.6. Word “space” indicated in the schedule shall mean that complete bus, insulators, etc. shall be included ready to accept future circuit breaker of the same frame size as the largest branch circuit breaker.

### **3.3.12. Mechanical Works**

- 3.3.12.1. All the Mechanical works shall be done in accordance with the provision of the latest edition of the Philippine Mechanical Engineering Code, to the rules and regulations of the local and national authorities and the requirements of local utility concerned.
- 3.3.12.2. ACUs to be installed are shown in the mechanical plans. Provision for additional ACUs in excess of what is prescribed will be considered non-responsive.
  - 3.3.12.2.1. Refrigerant Pipes
    - 3.3.12.2.1.1. Refrigerant pipes shall be copper tubing, type L or K black steel pipe, Schedule 40 for size of 100mm diameter and smaller. Pipe over 100mm shall be black steel pipe Schedule 40.
    - 3.3.12.2.1.2. Black steel pipes shall be standard seamless, lap-welded, or electric resistant welded for size of 50mm diameter and larger, screw type for size 38mm diameter and smaller, fittings for copper tubing shall be cast bronze fitting designed expressly for brazing.
  - 3.3.12.2.2. Pipes for Cooling Water
    - 3.3.12.2.2.1. Chilled and condenser cooling water pipes shall be black steel pipe, Schedule 40. Pipes and fittings for size 50mm diameter

and smaller shall be screwed type. Pipes and fittings for size 62mm diameter and larger shall be welded or flanged type.

3.3.12.2.3. Pipe Insulation

3.3.12.2.3.1. Insulation shall be performed fiberglass or its equivalent. The insulating materials shall be covered with 100mm x. 13mm thick polyethylene film, which shall be overlapped not less than 50mm. Pipe insulation shall be adequately protected at point of support by means of suitable metal shield to avoid damage from compression. Insulated pipes, valves and fittings located outdoors shall be provided with metal jackets.

3.3.12.2.4. Equivalent Foundation

3.3.12.2.4.1. Foundation shall be provided and shall conform to the recommendation of the manufacturers of the equipment. Equipment shall be leveled on foundation by means of jacks or steel wedges. All spaces between equipment bases and concrete foundation shall be filled with cement mortar.

3.3.12.2.5. Electrical Works

3.3.12.2.5.1. Power supply shall be provided by the Contractor at the pull box installed inside the machine room and shall furnish and install the main circuit breaker and starter with suitable ratings and capacities, conduits, wiring, fittings, devices and all other equipment and electrical connections needed to complete the electrical installation of the system. All electrical works shall comply with the latest edition of the Philippine Electrical Code, with the applicable ordinance of the local government and all the rules and requirements of the local power company.

3.3.12.2.6. Construction Requirements

3.3.12.2.6.1. The air conditioning system shall be entirely automatic in operation and shall not require the presence of an attendant except for periodic inspection for lubrication. All equipment and materials shall be inspected upon delivery and shall be tested after installation. Piping shall not be buried, concealed, or insulated until it has been inspected, tested and approved. Walls, floors and other parts of the building and equipment damaged by contractor in the prosecution of the work shall be replaced as shown on the Plans.

3.3.12.2.7. Operating Tests

3.3.12.2.7.1. Refrigerating equipment shall be tested for 8-hours per day for three consecutive days or longer when so directed, under the supervision of manufacturers qualified and authorized representative, who will make necessary adjustment and instruct

designated plant operating personnel for each operation and maintenance of refrigerating equipment and controls.

3.3.12.2.7.2. Operating test of complete air conditioning system shall be 6 hours minimum for each system. Tests of air flow, temperature and humidity shall be made to demonstrate that each complies with the requirements of the Plans and Specifications.

3.3.12.2.8. Miscellaneous

3.3.12.2.8.1. The owner shall be provided with three (3) bound copies "As Built "diagram, shop drawings, parts lists, serial number and inventory of equipment including manufacturers and maintenance manuals.

3.3.12.2.8.2. All standard tools and equipment shall be furnished for proper and regular maintenance of installed equipment.

3.3.12.2.9. Acceptance Tests

3.3.12.2.9.1. System operation and maintenance chart shall be submitted to the Owner upon completion of the Contract. This shall include the locations of control valves and care of the new equipment.

3.3.12.2.9.2. Marked instruction and identification sign boards: These sign boards shall be made of #14 gauge B.I. sheet with baked enamel finish paint and letter instruction are shown on the Plans. Additional signboards as may be required and not specified herewith shall be furnished at no extra cost. Signboards shall be mounted on the equipment or wall nearest the equipment or wall nearest the equipment for easy identification and reading. Paints shall be basically gloss fire red and white.

3.3.12.2.9.3. Test of Drainage Facilities - Test of drainage facilities shall be made while the control valve is wide open. The main drain valve shall be opened and remain open until the system pressure stabilizes.

3.3.12.2.9.4. Test Certificate - Upon completion of work, inspection and test made by the contractor's representative and witnessed by an owner's representative, a test certificate shall be filled out and signed both representative.

3.3.12.2.10. Maintenance Service

3.3.12.2.10.1. The contractor shall provide free of charge, maintenance service of the system for a period of at least one (1) year reckoned from the date of acceptance of the work by the Engineer.

3.3.12.2.10.2. Upon completion of the work and all tests, the services of one or more qualified engineers shall be provided by the contractor for period of not less than five (5) working days to instruct and train the representative of the owner in the operation and maintenance of the fire protection system.

**3.3.13. Guarantee**

3.3.13.1. All equipment, materials and workmanship shall be guaranteed for a period of one (1) year from date of acceptance at any time within the period of guarantee and upon notification the contractor shall repair and rectify the deficiencies, including replacement of parts or entire units. Under such guarantee, the Contractor shall make good any defect due to faulty materials or workmanship caused by him without any additional cost to the Owner for the period specified.

3.3.13.2. Contractors’ proposal covers all items and other incidental works necessary to complete each item of works mentioned above.

**4. BIDDERS QUALIFICATION**

4.1. The participating Bidder shall be a registered local firm who may be a sole proprietorship, partnership, corporation, or joint venture pursuant to the 2016 IRR of the RA 9184 (Section 23.4.2.1). The Bidder firm shall have the following minimum qualifications:

PARTICULARS	REQUIRED QUALIFICATIONS
1. PCAB Category	Classification: General Building Size Range: Small B License Category: Class “C & D”
2. Experience	With at least five (5) years’ experience in the field of building construction
3. Minimum Number of Projects Undertaken	Have successfully undertaken and completed within the last five (5) years, at least one (1) rehabilitation project
4. Single Largest Completed Contract (SLCC)	Have successfully completed at least one (1) building construction project having a cost equivalent to at least 50% of the Approved Budget for the Contract (ABC).

**5. PERSONNEL QUALIFICATIONS**

5.1. The list and qualifications of the Key and Support Personnel to be assigned to the contract to be bid shall, but not limited to the following:

5.1.1. Key and Support Personnel

<b>PERSONNEL</b>	<b>GENERAL EXPERIENCE</b>	<b>RELEVANT EXPERIENCE</b>
One (1) Project Manager	Licensed Architect or Engineer with at least 5 years cumulative experience as Project Manager	Similar or comparable projects, with proven record of managerial capability and experience through directing/ managing major civil engineering works, including projects of a similar magnitude.
One (1) Electronics Engineer	Licensed Professional Electronics Engineer with at least 5 years cumulative experience in the field of electronics and communications engineering.	supervision of installation of electronics and communication systems (structured and local area network cabling, PABX), building management systems, with knowledge in developments in emergent electronics and communications technologies.
One (1) Electrical Engineer	Licensed Professional Electrical Engineer with at least 5 years cumulative experience in the field of electrical engineering.	supervision of installation of lighting, power distribution, with knowledge in developments in efficient lighting technologies and energy management.
One (1) Mechanical Engineer	Licensed Professional Mechanical Engineer with at least 5 years cumulative experience in the field of mechanical engineering.	supervision of the installation of HVAC and fire protection systems, with knowledge in emergent, alternative energy-efficient HVAC technologies.
Construction Engineers	Licensed Civil Engineer with at least 5 years cumulative experience in construction supervision of buildings	Similar or comparable projects
Other Skilled Personnel (Foreman, Labor, etc.)	with at least 3 years cumulative experience in building construction	Similar or comparable projects

**5.1.2.** The key professionals listed are mandatory. **Prospective bidders shall attach/submit the resume of the above professional key personnel.** Said key personnel shall possess and submit together with their resume, their valid license for the practice of engineering issued by the Professional Regulations Commission (PRC).

**5.1.3.** The Contractor may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all



architectural and engineering services, and construction services, as stipulated in the Terms of Reference for this Project.

## **5.2. List of Equipment**

**5.2.1.** The list of equipment which is owned, leased, and/or purchased agreement to be utilized for the project shall be, and to be supported with proof of ownership, purchase agreement and certification of availability from the equipment lessor/vendor for the duration of the project.

## **6. WORKMANSHIP**

**6.1.** All works shall be of the highest quality of engineering practice and in accordance with the provisions of all the existing codes and standards, laws, city rules/ordinances and regulations. Any defects found or imperfections observed as a result of poor workmanship shall be corrected by the Contractor without any additional cost to the contract.

## **7. WARRANTY**

**7.1.** All works shall be free from material defects and poor workmanship for the period of one (1) year. Any defects or imperfections as a result of inferior materials and poor workmanship, within the specified warranty period, shall be repaired and/or replaced by the Contractor. Any amount incurred in the repair as a result of the above defects shall be the full responsibility and expense of the Contractor.

## **8. SAFETY AND SECURITY**

**8.1.** All standard safety measures and precautions shall be exercised by the Contractor in the course of the project for the protection of the public and its workers.

**8.2.** All personnel and workers shall be equipped with proper working uniform, personal identification, and personal protective equipment (PPE) at all times. They must be registered with the BSWM and must comply to the rules and regulations of the Bureau.

**8.3.** The Contractor must follow COVID-19 protocol, which includes testing all staff and workers on a regular basis to ensure personnel safety on the BSWM premises for the term of the contract.

**8.4.** The Contractor shall secure his/her own equipment and materials on site. The BSWM shall not be held liable and accountable to any losses and damages incurred during the progress of the work and activity of the Contractor.

## **9. SUBMITTALS/DELIVERABLES**

**9.1.** The following are the required submittals/deliverables:

<b>PARTICULARS</b>	<b>TIMELINE</b>	<b>REPORT SPECIFICATIONS</b>
All acquired permits and clearances for the Project	Within 14 calendar days from receipt of the Notice to Proceed (NTP),	All original copies, properly binded. The contractor shall secure his own copy.
Final As-Built Drawings for Approval after incorporation of the BSWM comments or corrections	Within five (5) calendar days before end of Contract	One (1) original hardcopy printed in A1 size Mylar Sheet, duly-signed by the Contractor, and duly-signed/ sealed by the discipline engineers and architect.  Once approved, the Contractor shall return the approved original sheet to the BSWM for file and safekeeping,
Final Report	Within five (5) calendar days after the end of the Contract.	One (1) original hardcopy and three (3) photocopies respectively marked as copies 1, 2, and 3 in A4 size bond paper, properly binded, duly-signed by the Contractor.

## **10. OWNERSHIP AND CONFIDENTIALITY OF PLANS AND DOCUMENTS**

**10.1.** All reports, drawings, documents, and materials compiled or prepared in the course of the performance of “The Project” by the Contractor shall be absolute properties of the BSWM and shall not be used by the Contractor for other purposes without the prior written consent of the BSWM.

**10.2.** The Contractor shall, at all times, keep in strict confidence and shall not disclose to any party any information, materials or document provided by the BSWM, or any part of any report, drawings, documents and materials including all confidential information with the Contractor may acquire by reason of its engagement, except those which are generally known or available to the public.

## **11. TERMS OF PAYMENT**

**11.1.** In consideration of the services required under this Terms of Reference, payment to the Contractor shall be made in the following breakdown. No claims for payment shall be processed and paid unless duly-supported with complete documents.

<b>BILLING PARTICULARS</b>	<b>CONDITIONS/REQUIREMENTS</b>
1. Advance Payment	<p>1. Equivalent to 15% of the accepted contract amount. = 15% of the Total Contract Price</p> <p>2. The advance payment shall be recouped by the Contractor by deducting fifteen percent (15%) from its progress payments a percentage equal to the percentage of the total contract price used for the advance payment, pursuant to Annex E Section 4.3 of RA 9184.</p>
2. Progress Payment	<p>1. Progress Billing covering payment for the Contract Services: = 50% of the Total Contract Price</p> <p>Upon completing an actual progress accomplishment of the contract of at least fifty percent (50%) with proper documentation of the progress of the works and submission of the Statement of Works Accomplished including corresponding request for progress payment for the works accomplished.</p> <p>2. No billing shall be processed if submission is incomplete</p>
3. Final Payment	<p>1. Final Billing covering payment for the Contract Services: = 35% of the Total Contract Price</p> <p>Payment shall be upon completing an actual progress accomplishment of the contract of the remaining fifty percent (50%) with proper documentation of the progress of the works and submission of the required deliverables of Section IX. Submittals/ Deliverables of the Terms of Reference, and upon rectification of defects noted during punch listing and Final Inspection by BSWM.</p> <p>2. No billing shall be processed if submission is incomplete</p>

## 12. APPROVED BUDGET FOR CONTRACT (ABC)

**12.1.** The Approved Budget for the Contract (ABC) is Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) inclusive of 12% VAT, other taxes and duties.

**12.2.** The ABC shall be the upper limit or ceiling for the Bid Price. Any bid with a financial component exceeding this amount shall not be accepted and shall be automatically rejected at opening of the financial bid.

**12.3.** Any bid, with the 12% VAT and other taxes and duties not included, shall be rejected at opening of the financial bid.

### **13. IMPLEMENTATION ARRANGEMENTS/ASSISTANCE TO BE PROVIDED BY THE BSWM**

**13.1.** The BSWM is responsible for overseeing the implementation of the works in accordance with the contract arrangement between the Contractor and BSWM.

**13.2.** The BSWM shall:

**13.2.1.** Provide any available plans of existing structures that might be affected by the construction of the Project for reference of the Contractor.

**13.2.2.** Conduct kick-off meeting to discuss details in undertaking the scope of work and work schedule and to establish coordination flow process.

**13.2.3.** Provide assistance in acquisition of the required permits and clearances

**13.2.4.** Directly monitor the Contractor's progress.

**13.2.5.** Review and approve all documents submitted by the Contractor.

### **14. RESTRICTIONS**

**14.1.** The following restrictions shall apply:

**14.1.1.** The provisions of Section 47 (Disclosure of Relations) of the 2016 IRR of RA 9184 shall apply to all personnel of the Contractor.

**14.1.2.** No employer-employee relationship shall exist between BSWM and the Contractor and its team members.

**14.1.3.** During the implementation of the project, Contractor shall ensure that the day to day activities of the BSWM and its tenants within the Complex shall not be disrupted. Board-ups shall be installed on strategic locations.

### **15. RESERVATION**

**15.1.** BSWM reserves the right to cancel or modify this TOR or any other issuances, to refuse to accept or consider any proposal for any cause or reason, or otherwise not to proceed or defer with the implementation of this project.