PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# **Construction of Tilapia Production** & Marketing Warehouse

Project ID No. PRDP-IR-R002-ISA-032-000-000-2017

Province of Isabela 11 June 2018



Republic of the Philippines Department of Agriculture **PHILIPPINE RURAL DEVELOPMENT PROJECT National Project Coordination Office** 4<sup>th</sup> Floor, DA Building, Elliptical Road, Diliman Quezon City 1100, Philippines

### **BID OPENING CHECKLIST**

### <u>Envelope 1</u>

FU	GIBILITY DOCUMENTS			
a.	Registration Certification of the	Company		
b.	List of relevant contracts as spe	÷		
Bas	is of Critical Eligibility and Qualifi			
		re and complexity equivalent to the Worl	ks generally within the	last five (5) years
	with at least fifty percent (50%	6) of the Estimated Project Cost (EPC) a	nd	
	• Average 3-year turnover of To	tal Projects of at least 100% of the EPC		
	• The equivalent amount for the			
	Subproject	Amount of the Single Largest Completed Contract (SLCC)	Average 3-year tur Projects of at least 1	00% of the EPC
	onstruction of Tilapia Production Marketing Warehouse with EPC PhP3,553,000.00	PhP1,776,500.00	PhP3,553,6	000.00
c.	Audited financial statement for	the past three years		
d.		Agreement, if existing, or a signed S l enter into a JV in case of award of a		
TE	CHNICAL DOCUMENTS			
e.	Bid Security, in a form of <b>Bid S</b>	ecuring Declaration		
f.	Project requirements, which sha	ll include the following:		
	1	ersonnel (viz a. Project Engin		
	5 5	with at least five (5) years of releva	1	
		) warehouse construction projects a	5 0	
		lause 6.5), b. Materials Engineer		
		years of relevant work in mate		
		y DPWH), to be assigned to the cont	ract to be bid, with	
	their complete qualification	nent units, which are owned and sup	norted by proof of	
	· · · · · · · · · · · · · · · · · · ·	et the minimum requirement for the	• • •	

Pass (if all the above documents are present)

Fail (if any of the documents are absent)

Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders.

Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.

#### Envelope 2

FINANCIAL PROPOSAL	
Bid price in approved Bid form	

#### **BID DATA SHEET**

Clause 20.3 Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.



Republic of the Philippines Department of Agriculture **PHILIPPINE RURAL DEVELOPMENT PROJECT National Project Coordination Office** 4<sup>th</sup> Floor, DA Building, Elliptical Road, Diliman Quezon City 1100, Philippines

### **BID OPENING CHECKLIST (JOINT VENTURE)**

#### **Envelope 1**

EL	<b>IGIBILITY DOCUMENTS</b>				
a.	Registration Certification of	the Company (each partner)			
b.	b. List of relevant contracts as specified in ITB Clause 5.4 hereof; (each partner)				
Basis of Critical Eligibility and Qualification Criteria:					
	• At least one (1) work of a natu	re and complexity equivalent to the Works gener	ally within the last five (5) years w	with at least	
	fifty percent (50%) of the Estimated Project Cost (EPC) (each partner/either one of the partners and 25% of the EPC for the			EPC for the	
	rest of the partner); and				
		<i>btal Projects of at least 100% of the EPC as ex 3) years</i> (each partner/either one of the partner/			
	• The equivalent amount for the				
	Subproject	Amount of the Single Largest Completed Contract (SLCC) is 50% for one partner and 25% for the rest of the partners	Average 3-year turnover of To of at least 100% of the EPC for and 50% for the rest of the	one partner	
	Construction of Tilapia Production & Marketing Warehouse with EPC PhP3,553,000.00	<i>PhP1,776,500.00 for one partner and</i> <i>Ph888,250.00 for the rest of the partner</i>	PhP3,553,000.00 for one pa. PhP1,776,500.00 for the rest of	rtner and	
c.	Audited Financial Statements fo	r the past three (3) years (each partner)			
d.	In case of Joint Venture, the J	V Agreement, if existing, or a signed S	tatement from the partner		
	companies that they will enter in	to a JV in case of award of contract			
TE	CHNICAL DOCUMENTS				
e.	Bid Security, in a form of Bid	Securing Declaration (prescribed templat	te in the name of the Joint		
	Venture)				
f.	Project requirements, which sha <i>partners</i> ):	ll include the following (pooling of resour	ces or combination among		
		sonnel (viz a. Project Engineer – Lice	e		
		ve (5) years of relevant experience and			
		on projects as Project Engineer (as req			
	6.5), b. Materials Engineer – Licensed Civil Engineer with at least 3 years of relevant				
		work in materials and quality control, duly accredited by DPWH), to be assigned			
		with their complete qualification and e			
		and critical equipment units, which are ov			
	• •	nust meet the minimum requirement for the	contract set in the Bid Data		
	Sheet				

Pass (if all the above documents are present)

Fail (if any of the documents are absent)

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### Section I. Invitation to Bid

### Republic of the Philippines Philippine Rural Development Project Invitation to Bid for the

# Construction of Tilapia Production & Marketing Warehouse Identification No. PRDP-IR-R002-ISA-032-000-000-2017 Loan No. 8421-PH

#### June 11, 2018

1. The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of Philippine Rural Development Program and it intends to apply part of the proceeds of this Loan to payments under the contract for the following subprojects;

Lot No.	Description	Subproject ID No.	Estimated Project Cost	Contract Duration
1	Construction of Tilapia Production & Marketing Warehouse	PRDP-IR-R002-ISA- 032-000-000-2017	PhP3,553,000.00	210 CD

- 2. The **Provincial Government of Isabela**, implementing partner of the Department of Agriculture, now invites bids for the above subprojects. **Completion of the Works for the project is required as seen in the above table**. Bidders should have completed, within the last five (5) years, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 (R.A. 9184), with some amendments, as stated in these bidding documents and is open to all bidders from eligible source countries as defined in the applicable procurement guidelines of the World Bank. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The Estimated Project Cost for this project is **Three Million Five Hundred Fifty Three Thousand Pesos**, **PhP3,553,000.00**.
- 4. Interested bidders may obtain further information from the Bids and Awards Committee of the Isabela Province and inspect the Bidding Documents at the address given below and also at the Regional Program Coordination Office 02 at San Gabriel, Tuguegarao City, the PRDP Luzon "A" Cluster Program Support Office at San Fernando City, Pampanga from **8:00am** to **5:00 pm**, Mondays to Fridays.
- 5. A complete set of Bidding Documents may be purchased by interested Bidders starting **June 11, 2018** from the address below and upon payment of a non-refundable fee for the bidding documents in the amount of **Five Thousand Pesos (PhP5,000.00**).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the PRDP website

(<u>http://www.daprdp.net</u>) provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

As part of the transparency measures being instituted by the Department of Agriculture (DA) the bidders can virtually visit the site of the above-described subproject at http://www.daprdp.net where geotagged base photographs. The DA, however, requires that all potential contractors who will be awarded contract under the project shall have undergone geotagging training provided by the PRDP Project Support Office.

- The Provincial Government of Isabela will hold a Pre-Bid Conference on June 28, 2018, 10:00 AM at the Office of the Bids and Awards Committee, PGSO Building, Capitol Compound, Alibagu, City of Ilagan, Isabela, which shall be open to all interested parties.
- 7. Bids must be delivered on or before July 12, 2018, 10:00 AM at the Office of the Bids and Awards Committee, PGSO Building, Capitol Compound, Alibagu, City of Ilagan, Isabela. All bids must be accompanied by a Bid Securing Declaration.

Bids will be opened in the presence of the bidder's representatives who choose to attend at the address below. Late bids shall not be accepted.

- 8. Provincial Government of Isabela reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 9. For further information, please refer to:

### **RODRIGO T. SAWIT**

Chairman, Bids and Awards Committee PGSO Building, Capitol Compound Alibagu, City of Ilagan, Isabela Tel. No. (078) 323-0570

> Sgd. RODRIGO T. SAWIT Chairman, Bids and Awards Committee

# Section II. Instruction to Bidders

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### A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **<u>BDS</u>**, invites bids for the construction of Works, as described in Section VI. Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

### 2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the <u>BDS</u>, and in the amount indicated in the <u>BDS</u>. It intends to apply part of the funds received for the Project, as defined in the <u>BDS</u>, to cover eligible payments under the Contract for the Works.

### 3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - deliberately destroying, falsifying, altering or concealing (aa) of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or foreign government/foreign or international any financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 34.

### 4. **Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
  - (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
  - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
  - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

### 5. Eligible Bidders

- 5.1. Unless otherwise indicated in the **<u>BDS</u>**, the following persons shall be eligible to participate in this Bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines.
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

### 6. **Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.

- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wagerelated benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

(k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

### 7. Origin of Goods and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

### 8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

### **B.** Contents of Bidding Documents

### 9. **Pre-Bid Conference**

9.1. (a) If so specified in the <u>BDS</u>, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### 10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the <u>BDS</u> at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### C. Preparation of Bids

### 11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

### 12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the <u>BDS</u>, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.
- (b) Technical Documents
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
  - (ii) Project Requirements, which shall include the following:
    - (ii.1) Organizational chart for the contract to be bid;
    - (ii.2) List of contractor's personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
    - (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the <u>BDS</u>; and
  - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

### 13. **Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **<u>BDS</u>**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the <u>BDS</u>, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
    - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
    - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
    - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

### 14. Alternative Bids

14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the <u>BDS</u>, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

### 15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

### 16. Bid Currencies

16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.

- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the <u>BDS</u>, payment of the contract price shall be made in Philippine Pesos.

### 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **<u>BDS</u>** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

### 18. **Bid Security**

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
(b)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)
(c)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay

the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **<u>BDS</u>**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to ITB Clause 31, and the posting of the performance security, pursuant to ITB Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in ITB Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
    - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during postqualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
  - (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

### 19. Format and Signing of Bids

- 10. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
  - 19.2 Forms as mentioned in **ITB** Clause 10 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
  - 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
  - 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
  - 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

### 20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL TECHNICAL COMPONENT," and the original of their financial component in another sealed envelope marked "ORIGINAL FINANCIAL COMPONENT," sealing them all in an outer envelope marked "ORIGINAL BID."
- 20.3. The original and the number of copies of the bid as indicated in the **<u>BDS</u>** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

### D. Submission and Opening of Bids

### 21. **Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the <u>BDS</u>.

#### 22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid

Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

### 23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

### 24. **Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the <u>BDS</u>. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If

a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
  - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
  - c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings

of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

### E. Evaluation and Comparison of Bids

### 25. **Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### 26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

### 27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
  - (a) <u>Completeness of the bid</u>. Unless the <u>BDS</u> allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) <u>Arithmetical corrections</u>. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the <u>BDS</u>.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to ITB Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 27.3.

### 28. **Post Qualification**

28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### 29. **Reservation Clause**

29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements, fail postqualification; or
  - (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

### F. Award of Contract

### 30. **Contract Award**

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
    - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 32;
  - (c) Signing of the contract as provided in **ITB** Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### 31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

- 31.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 32. **Performance Security**

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<ul> <li>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</li> <li>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</li> </ul>	Ten percent (10%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### 33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

### 34. **Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

# Section III. Bid Data Sheet

ITB Clause			
1.1	The Pro	curing Entity is <b>Province of Isabela.</b>	
	Lot No.	Name of Subproject	Subproject ID. No.
	1	Construction of Tilapia Production & Marketing Warehouse	PRDP-IR-R002-ISA- 032-000-000-2017
2		ding Source is World Bank through <b>Loan N</b> 501,250,000.00.	<b>10. 8421-PH</b> in the amount
	The nam	ne of the Project is Philippine Rural Devel	lopment Project
Payments by the Foreign Funding Source will be made only the PROCURING ENTITY and upon approval by the F accordance with the terms and conditions of the Loan Agree PROCURING ENTITY and the Funding Source. (hereunde Agreement"). The Payments will be subject in all respect to the terms and Loan Agreement and the applicable law. No party		by the Funding Source in an Agreement between the hereunder called the "Loan erms and conditions of the	
3.1	have an The Wo	y claim to the funds. orld Bank's Anti-Corruption Policy requires	the Borrowers (including
	beneficiaries of Bank-financed activity), as well as Bidders, S Contractors and their agents (whether declared or not), sub-contract consultants, service providers or suppliers, and any personnel thereof the highest standard of ethics during the procurement and execution financed contracts. Any action to influence the procurement pr contract execution for undue advantage is improper.		not), sub-contractors, sub- personnel thereof, observe ent and execution of Bank- procurement process or
In pursuance of this policy, the Bank: (a) defines, for the purposes of this provision, the terfollows:			
			e terms set forth below as
	]	(i) "corrupt practice" means the offerin soliciting, directly or indirectly, anythin improperly the actions of another party. A public official acting in relation to the procu execution. Public official includes World Ba other organizations taking or reviewing pro	g of value to influence Another party refers to a rement process or contract ank staff and employees of
(ii) "fraudulent practice" means any act or or misrepresentation, that knowingly or recklessly r			

to mislead, a party to obtain a financial or other benefit or to avoid an obligation. The term "party" refers to a public official; the terms "benefit" and "obligations" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution;
(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. The term "party" refers to a participant in the procurement process or contract execution;
(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The term "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or establish bid prices at artificial, noncompetitive levels, or are privy to each other's bid prices or other conditions;
(v) "obstructive practice" is
(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph (e) below.
(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub- consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract in question
(c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

	(d) will sanction a firm or an individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub- contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of the World Bank Guidelines for Procurement of Goods, Works, and Non-Consulting Services;
	(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan or grant, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by Bank.
5.1	The Financing Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof.
5.2	Foreign bidders may participate in this Project as provided for in the financing agreement which provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof
5.4	To be considered eligible and qualified, a Bidder must have a successful experience as prime contractor in the construction of at least one (1) work of a nature and complexity equivalent to the Works generally within the last five (5) years (to comply with this requirement, single works cited should be at least fifty percent (50%) of value of estimated contract cost of Works under bid, such being verifiable from completion certificates. The amount of such are the following:

			If not Joint		-
	Lot No.	Name of Subproject	Venture Required Similar Contract (50% of EPC)	If Joint One partner with SLCC of 50% of the EPC	Venture The rest of the partner with SLCC of 25% of the EPC
	1	Construction of Tilapia Production & Marketing Warehouse with EPC of 3,553,000.00	1,776,500.00	1,776,500.00	888,250.00
	and have an annual turnover from all works averaged over the last t years equal to one hundred percent (100%) of the estimated value contract to be bid as evidenced by the audited financial statements "received" by the BIR, for the last three (3) years in the amount of:			d value of the ments stamped	
			If not Joint Venture Required average annual volume of	Required avera	it Venture ge annual turnover last 3 years
	Lot No.	Name of Subproject	turn over for the last 3 years are at least (100% of the EPC)		the EPC for the
	1	Construction of Tilapia Production & Marketing Warehouse with EPC of 3,553,000.00	3,553,000.00	3,553,000.00	1,776,500.00
		purpose, similar contr rtical Structures.	acts shall refer to	Construction of	of Buildings or
8.1	Subcontracting is allowed.				
	There is no restriction on the involvement of general sub-contractors in the areas of manual and semi-skilled labor or construction materials provided that the contractor undertakes not less than fifty percent (50%) of the contracted works with its own resources.				
8.2	To be considered eligible and qualified, a subcontractor must have a successful experience as contractor in the construction of at least one work of a nature and complexity equivalent to the scope of works to be subcontracted, generally during the last five (5) years.				
9.1	The Date, Time and Venue of the Pre-Bid Conference is:				
	June 28, 2018 at 10:00am				
	Bids and Awards Committee Office, PGSO Building, Capitol Compound Alibagu, City of Ilagan, Isabela				
10.1		OCURING ENTITY's			
	PROVINCIAL GOVERNMENT OF ISABELA				

	Capitol, Alibagu, City of Ilagan, Isabela		
10.4	No further instructions.		
12.1	During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.		
	The first envelope shall contain the following eligibility and technical documents:		
	a. Eligibility Requirements		
	i. Registration Certification of the Company;		
	ii. List of relevant contracts that comply to experience requirement as specified in ITB Clause 5.4;		
	iii. Audited financial statements stamped "received" by the BIR for the past 3 years;		
	iv. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.		
	b. Technical Documents		
	v. Project Requirements for each segment, to include the following:		
	(v.1) List of contractor's personnel (e.g. Project Manager, Project Engineer and Materials Engineer to be assigned to the contract to be bid, with their complete qualifications and experience data; and		
	(v.2) List of contractor's major equipment units which are owned and are supported by proof of ownership which must meet the minimum requirement for the contract set in the BDS 12.1(b)(iii.3)		
	vi. Bid Securing Declaration as required in ITB 18.1;		
	Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.		
12.1(a)(iii)	Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license or special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project as a pre- condition for award as provided in the Financing Agreement, and ITB Nos. 12.1(b)(ii.2) and 12.1(b)(iii.3)		

12.1(b)(ii.2)	The minimum work experience requirements for key personnel are the following:				
	Key Personnel	<u>General</u> Experience	F	Relevant Experience	<u>e</u>
	1. Project Engineer (PE)	Minimum of five (5) years' experience as Licensed Civil/Agriculture Engineer		num of two (2) war projects handled as	
	2. Materials Engineer (ME)	Licensed Civil Engineer		3 years of releva 1 quality control, 7 DPWH	
12.1(b)(iii.3)	The minimum eq	uipment requirem	ents are the f	following:	
	Minimum	Required Equip	ment	Owned	Leased
		5HP, D6H PS/DD/PSDS)		0	1
	2. Payloader (1.9			0	1
	3. Road Roller (7.08 MT)		0	1	
	4. Dump Truck (10 cu.m.)		1	1	
	TOTAL 1			4	
13.1	No further instruction.				
13.2 (a) & (b)	There is no ceiling for Financial Proposals.				
14.2	No further instructions.				
15.4	No further instruction.				
16.1	The bid prices shall be quoted in Philippine Pesos.				
16.3	No further instructions.				
17.1	Bids will be valid until ninety (90) calendar days from bid opening date.				
18.1	The bid security shall be in the form of a Bid Securing Declaration.				
18.2	The bid security shall be valid until one hundred twenty (120) calendar days from the date set for Bid opening date.				
20.3	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.				
21	The address for Submission of Bids is at <b>Office of the Bids and Awards</b> <b>Committee, PGSO Building, Capitol Compound, Alibagu, City of Ilagan,</b> <b>Isabela.</b> The deadline for Submission of Bids is <b>July 12, 2018 at 10:00 AM.</b>				

24.1	The BAC shall open the bids in public on July 12, 2018 at 10:00 AM at Office of the Bids and Awards Committee, PGSO Building, Capitol Compound, Alibagu, City of Ilagan, Isabela.
	The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re- scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS' and the Procuring Entity's websites.
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity.
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.4	No financial ceiling.
28.2	None
31.4(f)	<ul> <li>The other document required are:</li> <li>1) Construction schedule</li> <li>2) S-Curve</li> <li>3) Manpower schedule</li> <li>4) Construction methods</li> <li>5) Equipment Utilization schedule</li> <li>6) Construction Safety and Health program approved by the Department of Labor and Employment; and</li> <li>7) PERT/CPM.</li> </ul>
32.2	<ul> <li>At the Contractor's option the Performance Security is to be in any of the following form:</li> <li>1. Cash, certified (cashier's or manager's) check, in the amount of five percent (5%) of the contract price; and</li> <li>2. Bank guarantee in the amount of ten percent (10%) of the contract price.</li> </ul>

# Section IV. General Conditions of Contract

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# 1. **Definitions**

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC** Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC** Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5 The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6 The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7 **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8 The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9 The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10 **Days** are calendar days; months are calendar months.
- 1.11 **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13 The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14 The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the <u>SCC</u> when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the <u>SCC</u>.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the <u>SCC</u>, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the <u>SCC</u>, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the <u>SCC</u>, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the <u>SCC.</u>

# 2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the <u>SCC</u>, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
  - a) Contract Agreement;
  - b) Bid Data Sheet;
  - c) Instructions to Bidders;
  - d) Addenda to the Bidding Documents;
  - e) Special Conditions of Contract;
  - f) General Conditions of Contract;
  - g) Specifications;

- h) Bill of Quantities; and
- i) Drawings.

# 3. Governing Language and Law

- 3.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

# 4. **Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

# 5. **Possession of Site**

- 5.1. On the date specified in the <u>SCC</u>, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary rightof-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

# 6. **The Contractor's Obligations**

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the <u>SCC</u>, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

# 7. **Performance Security**

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the <u>SCC</u>.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the <u>SCC</u>, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

# 8. Subcontracting

- 8.1. Unless otherwise indicated in the <u>SCC</u>, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

# 9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### 10. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the  $\underline{SCC}$  supplemented by any information obtained by the Contractor.

# 11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

# 12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the <u>SCC</u>, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
  - (a) Contractor Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - (b) Consultants Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

- (d) Third Parties Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the <u>SCC</u> reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
<ul> <li>(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</li> </ul>	Five Percent (5%)
<ul> <li>(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</li> </ul>	Ten Percent (10%)
<ul> <li>(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission</li> </ul>	Thirty Percent (30%)

- 12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8. In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein

upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

#### 13. Liability of the Contractor

Subject to additional provisions, if any, set forth in the <u>SCC</u>, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

#### 14. **Procuring Entity's Risk**

- 14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
  - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

#### 15. **Insurance**

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
  - (a) Contractor's All Risk Insurance;
  - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - (c) Personal injury or death of Contractor's employees; and
  - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
  - (a) The issuer of the insurance policy to be replaced has:
    - (i) become bankrupt;
    - (ii) been placed under receivership or under a management committee;
    - (iii) been sued for suspension of payment; or
    - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
    - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

#### 16. **Termination for Default of Contractor**

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
  - Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
  - (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
  - (iii) The Contractor:
    - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
    - does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
    - does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
    - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
    - (v) sub-lets any part of this Contract without approval by the Procuring Entity.
- 16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

# 17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

# 18. **Termination for Other Causes**

- 18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
  - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
  - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
  - (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
  - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
  - (f) The Contractor does not maintain a Security, which is required;
  - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
  - (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the

contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
- (ii) drawing up or using forged documents;
- (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

# **19. Procedures for Termination of Contracts**

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
  - Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- 19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
  - (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
  - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:

- (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
- (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
- Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
- (iv) Deployment of committed equipment, facilities, support staff and manpower; and
- (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
  - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

#### 20. Force Majeure, Release From Performance

20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary

unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
  - (a) any sum to which the Contractor is entitled under GCC Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

# 21. **Resolution of Disputes**

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the <u>SCC</u> within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

# 22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause 45.2.

# 23. **Procuring Entity's Representative's Decisions**

- 23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

# 24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

# 25. Acceleration and Delays Ordered by the Procuring Entity's Representative

25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

# 26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

# 27. **Right to Vary**

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
  - (a) At a lump sum price agreed between the parties;
  - (b) where appropriate, at rates in this Contract;
  - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
  - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

# 28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

#### 29. Dayworks

29.1. Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the <u>SCC</u>, the Dayworks rates in the Contractor's bid shall be used for small

additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### 30. Early Warning

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

#### 31. **Program of Work**

- 31.1. Within the time stated in the <u>SCC</u>, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the <u>SCC</u>. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the <u>SCC</u> from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

# 32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

# 33. Bill of Quantities

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

#### 34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect

and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3. The Contractor shall permit the Funding Source named in the <u>SCC</u> to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

# 35. **Identifying Defects**

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

#### 36. **Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

#### 37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

#### 38. Uncorrected Defects

38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

# 39. Advance Payment

- 39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the <u>SCC</u>.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

#### 40. **Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the <u>SCC</u>, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight

(28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

# 41. **Payment Certificates**

- 41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
  - (a) be determined by the Procuring Entity's Representative;
  - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
  - (c) include the valuations of approved variations.
- 41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 42. **Retention**

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on

demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

# 43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
  - (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
  - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
  - (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
  - (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
  - (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### 44. **Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

# 45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
  - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

# 46. **Payment on Termination**

46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to

the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

# 47. **Extension of Contract Time**

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the

actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

#### 48. **Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### 49. **Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

#### 50. Taking Over

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

# 51. **Operating and Maintenance Manuals**

- 51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the <u>SCC</u>.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the <u>SCC</u>, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the <u>SCC</u> from payments due to the Contractor.

# Section V. Special Conditions of Contract

GCC Clause		
1.17	The Intended Completion Date is:	
	210 calendar days inclusive of 60 unworkable days from start date.	
1.22	The Procuring Entity is Provincial Government of Isabela.	
1.23	The Procuring Entity's Representative is:	
	Hon. Faustino G. Dy III, Governor of Isabela.	
1.24	The <b>Site</b> is located at Barangay Planas, Ramon, Isabela and is defined in drawings No. <i>Sheet No A-1</i> .	
1.28	The <b>Start Date</b> is ten (10) calendar days upon receipt of the Notice to Proceed (NTP).	
1.31	The Works consist of Site Development: Clearing & Grubbing, Structure Excavation, Embankment, Reinforced Concrete, Concrete Masonry Blocks, Plastering; Warehouse: Metal Structure, Structure Excavation, Embankment, Reinforced Concrete, PVC Pipes, PVC Fittings, Residential Casement, Wooden Doors, Roll-up Doors, Fabricated Metal Roofing Accessories, Pre-painted Metal Sheets, Plastering, Painting Works, Electrical Works: Conduit Pipe, Conduit Pipe elbow, Utility Boxes, Square Box, Electric Wire, Single Pole Tumbler Switch, Two Gang Tumbler Switch, Three Gang Tumbler Switch, Duplex Convenience Receptacles, Panel Boards, Temporary Facilities for the Engineer, Provision of Billboards, Lighting fixtures And Lamp, Exhaust Fan, Construction Safety & Health Program.	
2.2	Sectional completion is not allowed.	
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon issuance of NTP	
6.5	The Contractor shall employ the following Key Personnel:         as per BDS 12.1(b)(ii.2)         Project Engineer – Minimum of five (5) year experience as Licensed         Civil/Agricultural Engineer and has handled minimum of two (2)         warehouse construction projects as Project Engineer and shall be         assigned full time to the project.         Materials Engineer – Licensed Civil Engineer with at least 3 years of         relevant work in materials and quality control, duly accredited by	

	DPWH), to be assigned to the contract to be bid, with their complete qualification and experience data	
7.4(c)	No further instructions.	
7.7	No further instructions.	
8.1	No further instructions.	
10	None.	
12.3	No further instructions.	
12.5	Five (5) years.	
13	"No additional provision" or if the contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity".	
18.3(h)(i)	The World Bank's Anti-Corruption Policy requires the Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), sub- contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. Any action to influence the procurement process or contract execution for undue advantage is improper.	
	In pursuance of this policy, the Bank:	
	(a) defines, for the purposes of this provision, the terms set forth below as follows:	
	(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. Another party refers to a public official acting in relation to the procurement process or contract execution. Public official includes World Bank staff and employees of other organizations taking or reviewing procurement decisions;	
	(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. The term "party" refers to a public official; the terms "benefit" and "obligations" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or	

contract execution;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. The term "party" refers to a participant in the procurement process or contract execution;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The term "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or establish bid prices at artificial, noncompetitive levels, or are privy to each other's bid prices or other conditions;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph (e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract in question

(c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to Bank to address such practices when they occur,

including by failing to inform the Bank in a timely manner at the time
they knew of the practices;

(d) will sanction a firm or an individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of the World Bank Guidelines for Procurement of Goods, Works, and Non-Consulting Services;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan or grant, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by Bank.

	Dunk.
21.2	The Arbiter is:
	Construction Industry Arbitration Commission, Manila
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) calendar days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is 30 days.
	The amount to be withheld for late submission of an updated Program of Work is 1% of the progress billing.

34.3	The Funding Source is the World Bank.		
39.1	The amount of the advance payment is 15% of the Contract Price and to be recouped every progress billing.		
39.2	Except for surety bond		
40.1	No further instructions.		
40.4	Progress payment shall be as follows:		
	Contract Amount	Minimum accomplishment for 1 <sup>st</sup> billing	Progress billing interval
	Php 50 million and below	20% physical work completion	Contractors can bill at an interval of 20% physical accomplishment
41.5	The Contractor is obliged to submit to the Procuring Entity's Representatives the geotagged photos taken before, during and after construction of each item of work especially the embedded items at the time that the claim for payment is made and the Statement of Work Accomplished (SWA) is executed.		
51.1	The date by which "as built" drawings are required is 15-30 of days from Completion Date as defined under GCC 1.1.3.		
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 1% of the final contract amount.		

# Section VI. Specifications

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# **ITEM 800 – CLEARING AND GRUBBING**

# 800.1 Description

This item shall consist of clearing, grubbing, removing and disposing all vegetation and debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The work shall also include the preservation from injury or defacement of all objects designated to remain.

# **800.2 Construction Requirements**

# 800.2.1 General

The Engineer will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.

Clearing shall extend one (1) meter beyond the toe of the fill slopes or beyond rounding of cut slopes as the case maybe for the entire length of the project unless otherwise shown on the plans or as directed by the Engineer and provided it is within the right of way limits of the project, with the exception of trees under the jurisdiction of the Forest Management Bureau (FMB).

# 800.2.2 Clearing and Grubbing

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required, except as provided below:

- (1) Removal of undisturbed stumps and roots and nonperishable solid objects with a minimum depth of one (1) meter below subgrade or slope of embankment will not be required.
- (2) In areas outside of the grading limits of cut and embankment areas, stumps and nonperishable solid objects shall be cut off not more than 150 mm (6 inches) above the ground line or low water level.
- (3) In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.

- (4) Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.
- (5) In areas covered by cogon/talahib, wild grass and other vegetations, top soil shall be cut to a maximum depth of 150 mm below the original ground surface or as designated by the Engineer, and disposed outside the clearing and grubbing limits as indicated in the typical roadway section.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted to the required density.

If perishable material is burned, it shall be burned under the constant care of component watchmen at such times and in such a manner that the surrounding vegetation, other adjacent property, or anything designated to remain on the right of way will not be jeopardized. If permitted, burning shall be done in accordance with applicable laws, ordinances, and regulation.

The Contractor shall use high intensity burning procedures, (i.e., incinerators, high stacking or pit and ditch burning with forced air supplements) that produce intense burning with little or no visible smoke emission during the burning process. At the conclusion of each burning session, the fire shall be completely extinguished so that no smoldering debris remains.

In the event that the Contractor is directed by the Engineer not to start burning operations or to suspend such operations because of hazardous weather conditions, material to be burned which interferes with subsequent construction operations shall be moved by the Contractor to temporary locations clear of construction operations and later, if directed by the Engineer, shall be placed on a designated spot and burned.

Materials and debris which cannot be burned and perishable materials may be disposed off by methods and at locations approved by the Engineer, on or off the project. If disposal is by burying, the debris shall be placed in layers with the material so disturbed to avoid nesting. Each layer shall be covered or mixed with earth material by the land-fill method to fill all voids. The top layer of material buried shall be covered with at least 300 mm (12 inches) of earth or other approved material and shall be graded, shaped and compacted to present a pleasing appearance. If the disposal location is off the project, the Contractor shall make all necessary arrangements with property owners in writing for obtaining suitable disposal locations which are outside the limits of view from the project. The cost involved shall be included in the unit bid price. A copy of such agreement shall be furnished to the Engineer. The disposal areas shall be seeded, fertilized and mulched at the Contractor's expense.

Woody material may be disposed off by chipping. The wood chips may be used for mulch, slope erosion control or may be uniformly spread over selected areas as directed by the Engineer. Wood chips used as mulch for slope erosion control shall have a maximum thickness of 12 mm (1/2 inch) and faces not exceeding 3900 mm<sup>2</sup> (6 square inches) on any individual surface area. Wood chips not designated for use under other sections shall be spread over the designated areas in layers not to exceed 75 mm (3 inches) loose thickness. Diseased trees shall be buried or disposed off as directed by the Engineer.

All merchantable timber in the clearing area which has not been removed from the right of way prior to the beginning of construction, shall become the property of the Contractor, unless otherwise provided.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be trimmed as directed. Branches of trees extending over the roadbed shall be trimmed to give a clear height of 6 m (20 feet) above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

Timber cut inside the area staked for clearing shall be felled within the area to be cleared.

# 800.2.3 Individual Removal of Trees or Stumps

Individual trees or stumps designated by the Engineer for removal and located in areas other than those established for clearing and grubbing and roadside cleanup shall be removed and disposed off as specified under Subsection 100.2.2 except trees removed shall be cut as nearly flush with the ground as practicable without removing stumps.

# **800.3 Method of Measurement**

Measurement will be by one or more of the following alternate methods:

1. Area Basis. The work to be paid for shall be the number of hectares and fractions thereof acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing and grubbing limits shown on the Plans or not staked for clearing and grubbing will not be measured for payment.

- 2. Lump-Sum Basis. When the Bill of Quantities contains a Clearing and Grubbing lump-sum item, no measurement of area will be made for such item.
- 3. Individual Unit Basis (Selective Clearing). The diameter of trees will be measured at a height of 1.4 m (54 inches) above the ground. Trees less than 150 mm (6 inches) in diameter will not be measured for payment.

When Bill of Quantities indicates measurement of trees by individual unit basis, the units will be designated and measured in accordance with the following schedule of sizes:

Diameter at height of 1.4 m	Pay Item Designation
Over 150 mm to 900 mm	Small
Over 900 mm	Large

# 800.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 100.3, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities, which price and payment shall be full compensation for furnishing all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
800	Clearing and Grubbing	Hectare/Sq.m.

# **ITEM 803 – STRUCTURE EXCAVATION**

#### **103.1 Description**

This Item shall consist of the necessary excavation for foundation of bridges, culverts, underdrains, and other structures not otherwise provided for in the Specifications. Except as otherwise provided for pipe culverts, the backfilling of completed structures and the disposal of all excavated surplus materials, shall be in accordance with these Specifications and in reasonably close conformity with the Plans or as established by the Engineer.

This Item shall include necessary diverting of live streams, bailing, pumping, draining, sheeting, bracing, and the necessary construction of cribs and cofferdams, and furnishing the materials therefore, and the subsequent removal of cribs and cofferdams and the placing of all necessary backfill.

It shall also include the furnishing and placing of approved foundation fill material to replace unsuitable material encountered below the foundation elevation of structures.

No allowance will be made for classification of different types of material encountered.

#### **103.2 Construction Requirements**

#### 103.2.1 Clearing and Grubbing

Prior to starting excavation operations in any area, all necessary clearing and grubbing in that area shall have been performed in accordance with Item 100, Clearing and Grubbing.

#### 103.2.2 Excavation

103 General, all structures. The Contractor shall notify the Engineer sufficiently in advance of the beginning of any excavation so that cross-sectional elevations and measurements may be taken on the undisturbed ground. The natural ground adjacent to the structure shall not be disturbed without permission of the Engineer.

Trenches or foundation pits for structures or structure footings shall be excavated to the lines and grades or elevations shown on the Plans or as staked by the Engineer. They shall be of sufficient size to permit the placing of structures or structure footings of the full width and length shown. The elevations of the bottoms of footings, as shown on the Plans, shall be considered as approximate only and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary, to secure a satisfactory foundation.

Boulders, logs, and other objectionable materials encountered in excavation shall be removed. After each excavation is completed, the Contractor shall notify the Engineer to that effect and no footing, bedding material or pipe culvert shall be placed until the Engineer has approved the depth of excavation and the character of the foundation material.

(2) Structures other than pipe culverts. All rock or other hard foundation materials shall be cleaned all loose materials, and cut to a firm surface, either level, stepped, or serrated as directed by the Engineer. All seams or crevices shall be cleaned and grouted. All loose and disintegrated rocks and thin strata shall be removed. When the footing is to rest on material other than rock, excavation to final grade shall not be made until just before the footing is to be placed. When the foundation material is soft or mucky or otherwise unsuitable, as determined by the Engineer, the Contractor shall remove the unsuitable material and backfill with approved granular material. This foundation fill shall be placed and compacted in 150 mm (6 inches) layers up to the foundation elevation.

When foundation piles are used, the excavation of each pit shall be completed before the piles are driven and any placing of foundation fill shall be done after the piles are driven. After the driving is completed, all loose and displaced materials shall be removed, leaving a smooth, solid bed to receive the footing.

(3) Pipe Culverts. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 300 mm or 4 mm for each 100 mm of fill over the top of pipe, whichever is greater, but not to exceed three-quarters of the vertical inside diameter of the pipe. The width of the excavation shall be at least 300 mm (12 inches) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 150 mm (6 inches) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, such unstable soil under the pipe and for a width of at least one diameter on each side of the pipe shall be removed to the depth directed by the Engineer and replaced with approved granular foundation fill material properly compacted to provide adequate support for the pipe, unless other special construction methods are called for on the Plans.

The foundation surface shall provide a firm foundation of uniform density throughout the length of the culvert and, if directed by the Engineer, shall be cambered in the direction parallel to the pipe centerline.

Where pipe culverts are to be placed in trenches excavated in embankments, the excavation of each trench shall be performed after the embankment has been constructed to a plane parallel to the proposed profile grade and to such height above the bottom of the pipe as shown on the Plans or directed by the Engineer.

#### **103.2.3 Utilization of Excavated Materials**

All excavated materials, so far as suitable, shall be utilized as backfill or embankment. The surplus materials shall be disposed off in such manner as not to obstruct the stream or otherwise impair the efficiency or appearance of the structure. No excavated materials shall be deposited at any time so as to endanger the partly finished structure.

# **103.2.4 Cofferdams**

Suitable and practically watertight cofferdams shall be used wherever waterbearing strata are encountered above the elevation of the bottom of the excavation. If requested, the Contractor shall submit drawings showing his proposed method of cofferdam construction, as directed by the Engineer.

Cofferdams or cribs for foundation construction shall in general, be carried well below the bottoms of the footings and shall be well braced and as nearly watertight as practicable. In general, the interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction of forms and the inspection of their exteriors, and to permit pumping outside of the forms. Cofferdams or cribs which are tilted or moved laterally during the process of sinking shall be righted or enlarged so as to provide the necessary clearance.

When conditions are encountered which, as determined by the Engineer, render it impracticable to dewater the foundation before placing the footing, the Engineer may require the construction of a concrete foundation seal of such dimensions

as he may consider necessary, and of such thickness as to resist any possible uplift. The concrete for such seal shall be placed as shown on the Plans or directed by the Engineer. The foundation shall then be dewatered and the footing placed. When weighted cribs are employed and the mass is utilized to overcome partially the hydrostatic pressure acting against the bottom of the foundation seal, special anchorage such as dowels or keys shall be provided to transfer the entire mass of the crib to the foundation seal. When a foundation seal is placed under water, the cofferdams shall be vented or ported at low water level as directed.

Cofferdams shall be constructed so as to protect green concrete against damage from sudden rising of the stream and to prevent damage to the foundation by erosion. No timber or bracing shall be left in cofferdams or cribs in such a way as to extend into substructure masonry, without written permission from the Engineer.

Any pumping that may be permitted from the interior of any foundation enclosure shall be done in such a manner as to preclude the possibility of any portion of the concrete material being carried away. Any pumping required during the placing of concrete, or for a period of at least 24 hours thereafter, shall be done from a suitable sump located outside the concrete forms. Pumping to dewater a sealed cofferdam shall not commence until the seal has set sufficiently to withstand the hydrostatic pressure.

Unless otherwise provided, cofferdams or cribs, with all sheeting and bracing involved therewith, shall be removed by the Contractor after the completion of the substructure. Removal shall be effected in such manner as not to disturb or mar finished masonry.

# **103.2.5 Preservation of Channel**

Unless otherwise permitted, no excavation shall be made outside of caissons, cribs, cofferdams, or sheet piling, and the natural stream bed adjacent to structure shall not be disturbed without permission from the Engineer. If any excavation or dredging is made at the side of the structure before caissons, cribs, or cofferdams are sunk in place, the Contractor shall, after the foundation base is in place, backfill all such excavations to the original ground surface or stream bed with material satisfactory to the Engineer.

# **103.2.6 Backfill and Embankment for Structures Other Than Pipe Culverts**

Excavated areas around structures shall be backfilled with free draining granular material approved by the Engineer and placed in horizontal layers not over 150 mm (6 inches) in thickness, to the level of the original ground surface. Each layer

shall be moistened or dried as required and thoroughly compacted with mechanical tampers.

In placing backfills or embankment, the material shall be placed simultaneously in so far as possible to approximately the same elevation on both sides of an abutment, pier, or wall. If conditions require placing backfill or embankment appreciably higher on one side than on the opposite side, the additional material on the higher side shall not be placed until the masonry has been in place for 14 days, or until tests made by the laboratory under the supervision of the Engineer establishes that the masonry has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a safe factor.

Backfill or embankment shall not be placed behind the walls of concrete culverts or abutments or rigid frame structures until the top slab is placed and cured. Backfill and embankment behind abutments held at the top by the superstructure, and behind the sidewalls of culverts, shall be carried up simultaneously behind opposite abutments or sidewalls.

All embankments adjacent to structures shall be constructed in horizontal layers and compacted as prescribed in Subsection 104.3.3 except that mechanical tampers may be used for the required compaction. Special care shall be taken to prevent any wedging action against the structure and slopes bounding or within the areas to be filled shall be benched or serrated to prevent wedge action. The placing of embankment and the benching of slopes shall continue in such a manner that at all times there will be horizontal berm of thoroughly compacted material for a distance at least equal to the height of the abutment or wall to the backfilled against except insofar as undisturbed material obtrudes upon the area.

Broken rock or coarse sand and gravel shall be provided for a drainage filter at weepholes as shown on the Plans.

# 103.2.7 Bedding, Backfill, and Embankment for Pipe Culverts

Bedding, Backfill and Embankment for pipe culverts shall be done in accordance with Item 500, Pipe Culverts and Storm Drains.

# **103.3 Method of Measurement**

#### **103.3.1 Structure Excavation**

The volume of excavation to be paid for will be the number of cubic metres measured in original position of material acceptably excavated in conformity with the Plans or as directed by the Engineer, but in no case, except as noted, will any of the following volumes be included in the measurement for payment:

- (1) The volume outside of vertical planes 450 mm (18 inches) outside of and parallel to the neat lines of footings and the inside walls of pipe and pipe-arch culverts at their widest horizontal dimensions.
- (2) The volume of excavation for culvert and sections outside the vertical plane for culverts stipulated in (1) above.
- (3) The volume outside of neat lines of underdrains as shown on the Plans, and outside the limits of foundation fill as ordered by the Engineer.
- (4) The volume included within the staked limits of the roadway excavation, contiguous channel changes, ditches, etc., for which payment is otherwise provided in the Specification.
- (5) Volume of water or other liquid resulting from construction operations and which can be pumped or drained away.
- (6) The volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed ground.
- (7) the volume of any material rehandled, except that where the Plans indicate or the Engineer directs the excavation after embankment has been placed and except that when installation of pipe culverts by the imperfect trench method specified in Item 500 is required, the volume of material reexcavated as directed will be included.
- (8) The volume of excavation for footings ordered at a depth more than 1.5 m (60 inches) below the lowest elevation for such footings shown on the original Contract Plans, unless the Bill of Quantities contains a pay item for excavation ordered below the elevations shown on the Plans for individual footings.

#### 103.3.2 Bridge Excavation

The volume of excavation, designated on the Plans or in the Special Provisions as "Bridge Excavation" will be measured as described below and will be kept separate for pay purposes from the excavation for all structures.

The volume of bridge excavation to be paid shall be the vertical 450 mm (18 inches) outside of and parallel to the neat lines of the footing. The vertical planes shall constitute the vertical faces of the volume for pay quantities regardless of excavation inside or outside of these planes.

# **103.3.3 Foundation Fill**

The volume of foundation fill to be paid for will be the number of cubic metres measures in final position of the special granular material actually provided and placed below the foundation elevation of structures as specified, complete in place and accepted.

# 103.3.4 Shoring, Cribbing, and Related Work

Shoring, cribbing and related work whenever included as a pay item in Bill of Quantities will be paid for at the lump sum bid price. This work shall include furnishing, constructing, maintaining, and removing any and all shoring, cribbing, cofferdams, caissons, bracing, sheeting water control, and other operations necessary for the acceptable completion of excavation included in the work of this Section, to a depth of 1.5 m below the lowest elevation shown on the Plans for each separable foundation structure.

# 103.3.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 103.3, shall be paid for at the contract unit price for each of the particular pay items listed below that is included in the Bill of Quantities. The payment shall constitute full compensation for the removal and disposal of excavated materials including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item, except as follows:

- (1) Any excavation for footings ordered at a depth more than 1.5 m below the lowest elevation shown on the original Contract Plans will be paid for as provided in Part K, Measurement and Payment, unless a pay item for excavation ordered below Plan elevation appears in the Bill of Quantities.
- (2) Concrete will be measured and paid for as provided under Item 405, Structural Concrete.
- (3) Any roadway or borrow excavation required in excess of the quantity excavated for structures will be measured and paid for as provided under Item 102.
- (4) Shoring, cribbing, and related work required for excavation ordered more than 1.5 m (60 inches ) below Plan elevation will be paid for in accordance with Part K.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
803	Excavation (Equipment)	Cubic Meter
803	Excavation (Manual)	Cubic meter
103(3)	Structural Backfill	Cubic meter

# **ITEM 804 - EMBANKMENT**

#### **804.1 Description**

This Item shall consist of the construction of embankment in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

#### **804.2 Material Requirements**

Embankments shall be constructed of suitable materials, in consonance with the following definitions:

1. Suitable Material – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this Item. It can be common material or rock.

Selected Borrow, for topping – soil of such gradation that all particles will pass a sieve with 75 mm (3 inches) square openings and not more than 15 mass percent will pass the 0.075 mm (No. 200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by ASSHTO T 90 and a liquid limit of not more than 30 as determined by AASHTO T 89.

- 2. Unsuitable Material Material other than suitable materials such as:
  - (a) Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
  - (b) Organic soils such as peat and muck.
  - (c) Soils with liquid limit exceeding 80 and/or plasticity index exceeding 55.
  - (d) Soils with a natural water content exceeding 100%.

- (e) Soils with very low natural density, 800 kg/m<sup>3</sup> or lower.
- (f) Soils that cannot be properly compacted as determined by the Engineer.

#### **804.3 Construction Requirements**

# 804.3.1 General

Prior to construction of embankment, all necessary clearing and grubbing in that area shall have been performed in conformity with Item 100, Clearing and Grubbing.

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes within or adjacent to the roadway; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area.

Embankments and backfills shall contain no muck, peat, sod, roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Where shown on the Plans or directed by the Engineer, the surface of the existing ground shall be compacted to a depth of 150 mm (6 inches) and to the specified requirements of this Item.

Where provided on the Plans and Bill of Quantities the top portions of the roadbed in both cuts and embankments, as indicated, shall consist of selected borrow for topping from excavations.

# 804.3.2 Methods of Construction

Where there is evidence of discrepancies on the actual elevations and that shown on the Plans, a preconstruction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the embankment materials.

When embankment is to be placed and compacted on hillsides, or when new embankment is to be compacted against existing embankments, or when embankment is built one-half width at a time, the existing slopes that are steeper than 3:1 when measured at right angles to the roadway shall be continuously benched over those areas as the work

is brought up in layers. Benching will be subject to the Engineer's approval and shall be of sufficient width to permit operation of placement and compaction equipment. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts. Material thus excavated shall be placed and compacted along with the embankment material in accordance with the procedure described in this Section.

Unless shown otherwise on the Plans or special Provisions, where an embankment of less than 1.2 m (4 feet) below subgrade is to be made, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surfaced shall be completely broken up by plowing, scarifying, or steeping to a minimum depth of 150 mm except as provided in Subsection 102.2.2. This area shall then be compacted as provided in Subsection 104.3.3. Sod not required to be removed shall be thoroughly disc harrowed or scarified before construction of embankment. Wherever a compacted road surface containing granular materials lies within 900 mm (36 inches) of the subgrade, such old road surface shall be scarified to a depth of at least 150 mm (6 inches) whenever directed by the Engineer. This scarified materials shall then be compacted as provided in Subsection 104.3.3.

When shoulder excavation is specified, the roadway shoulders shall be excavated to the depth and width shown on the Plans. The shoulder material shall be removed without disturbing the adjacent existing base course material, and all excess excavated materials shall be disposed off as provided in Subsection 102.2.3. If necessary, the areas shall be compacted before being backfilled.

Roadway embankment of earth material shall be placed in horizontal layers not exceeding 200 mm (8 inches), loose measurement, and shall be compacted as specified before the next layer is placed. However, thicker layer maybe placed if vibratory roller with high compactive effort is used provided that density requirement is attained and as approved by the Engineer. Trial section to this effect must be conducted and approved by the Engineer. Effective spreading equipment shall be used on each lift to obtain uniform thickness as determined in the trial section prior to compaction. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density. Removal of water shall be accomplished through aeration by plowing, blading, discing, or other methods satisfactory to the Engineer.

Where embankment is to be constructed across low swampy ground that will not support the mass of trucks or other hauling equipment, the lower part of the fill may be constructed by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers.

When excavated material contains more than 25 mass percent of rock larger than 150 mm in greatest diameter and cannot be placed in layers of the thickness prescribed

without crushing, pulverizing or further breaking down the pieces resulting from excavation methods, such materials may be placed on the embankment in layers not exceeding in thickness the approximate average size of the larger rocks, but not greater than 600 mm (24 inches).

Even though the thickness of layers is limited as provided above, the placing of individual rocks and boulders greater than 600 mm in diameter will be permitted provided that when placed, they do not exceed 1200 mm (48 inches) in height and provided they are carefully distributed, with the interstices filled with finer material to form a dense and compact mass.

Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of earth. Lifts of material containing more than 25 mass percent of rock larger than 150 mm in greatest dimensions shall not be constructed above an elevation 300 mm (12 inches) below the finished subgrade. The balance of the embankment shall be composed of suitable material smoothed and placed in layers not exceeding 200 mm (8 inches) in loose thickness and compacted as specified for embankments.

Dumping and rolling areas shall be kept separate, and no lift shall be covered by another until compaction complies with the requirements of Subsection 104.3.3.

Hauling and leveling equipment shall be so routed and distributed over each layer of the fill in such a manner as to make use of compaction effort afforded thereby and to minimize rutting and uneven compaction.

#### 804.3.3 Compaction

#### **Compaction Trials**

Before commencing the formation of embankments, the Contractor shall submit in writing to the Engineer for approval his proposals for the compaction of each type of fill material to be used in the works. The proposals shall include the relationship between the types of compaction equipment, and the number of passes required and the method of adjusting moisture content. The Contractor shall carry out full scale compaction trials on areas not less than 10 m wide and 50 m long as required by the Engineer and using his proposed procedures or such amendments thereto as may be found necessary to satisfy the Engineer that all the specified requirements regarding compaction can be consistently achieved. Compaction trials with the main types of fill material to be used in the works shall be completed before work with the corresponding materials will be allowed to commence.

Throughout the periods when compaction of earthwork is in progress, the Contractor shall adhere to the compaction procedures found from compaction trials for each type of material being compacted, each type of compaction equipment employed and each degree of compaction specified.

#### Earth

The Contractor shall compact the material placed in all embankment layers and the material scarified to the designated depth below subgrade in cut sections, until a uniform density of not less than 95 mass percent of the maximum dry density determined by AASHTO T 99 Method C, is attained, at a moisture content determined by Engineer to be suitable for such density. Acceptance of compaction may be based on adherence to an approved roller pattern developed as set forth in Item 106, Compaction Equipment and Density Control Strips.

The Engineer shall during progress of the Work, make density tests of compacted material in accordance with AASHTO T 191, T 205, or other approved field density tests, including the use of properly calibrated nuclear testing devices. A correction for coarse particles may be made in accordance with AASHTO T 224. If, by such tests, the Engineer determines that the specified density and moisture conditions have not been attained, the Contractor shall perform additional work as may be necessary to attain the specified conditions.

At least one group of three in-situ density tests shall be carried out for each 500 m of each layer of compacted fill.

# Rock

Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with approved methods.

Embankment materials classified as rock shall be deposited, spread and leveled the full width of the fill with sufficient earth or other fine material so deposited to fill the interstices to produce a dense compact embankment. In addition, one of the rollers, vibrators, or compactors meeting the requirements set forth in Subsection 106.2.1, Compaction Equipment, shall compact the embankment full width with a minimum of three complete passes for each layer of embankment.

## 804.3.4 Protection of Roadbed during Construction

During the construction of the roadway, the roadbed shall be maintained in such condition that it will be well drained at all times. Side ditches or gutters emptying from cuts to embankments or otherwise shall be so constructed as to avoid damage to embankments by erosion.

#### 804.3.5 Protection of Structure

If embankment can be deposited on one side only of abutments, wing walls, piers or culvert headwalls, care shall be taken that the area immediately adjacent to the structure is not compacted to the extent that it will cause overturning of, or excessive pressure against the structure. When noted on the Plans, the fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backfill of the bent until the superstructure is in place. When embankment is to be placed on both sides of a concrete wall or box type structure, operations shall be so conducted that the embankment is always at approximately the same elevation on both sides of the structure.

#### 804.3.6 Rounding and Warping Slopes

Rounding-Except in solid rock, the tops and bottoms of all slopes, including the slopes of drainage ditches, shall be rounded as indicated on the Plans. A layer of earth overlaying rock shall be rounded above the rock as done in earth slopes.

Warping-adjustments in slopes shall be made to avoid injury in standing trees or marring of weathered rock, or to harmonize with existing landscape features, and the transition to such adjusted slopes shall be gradual. At intersections of cuts and fills, slopes shall be adjusted and warped to flow into each other or into the natural ground surfaces without noticeable break.

#### 804.3.7 Finishing Roadbed and Slopes

After the roadbed has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material that will not compact properly or serve the intended purpose. The resulting areas and all other low sections, holes of depressions shall be brought to grade with suitable selected material. Scarifying, blading, dragging, rolling, or other methods of work shall be performed or used as necessary to provide a thoroughly compacted roadbed shaped to the grades and crosssections shown on the Plans or as staked by the Engineer.

All earth slopes shall be left with roughened surfaces but shall be reasonably uniform, without any noticeable break, and in reasonably close conformity with the Plans or other surfaces indicated on the Plans or as staked by the Engineer, with no variations therefrom readily discernible as viewed from the road.

#### 804.3.8 Serrated Slopes

Cut slopes in rippable material (soft rock) having slope ratios between 0.75:1 and 2:1 shall be constructed so that the final slope line shall consist of a series of small horizontal steps. The step rise and tread dimensions shall be shown on the Plans. No

scaling shall be performed on the stepped slopes except for removal of large rocks which will obviously be a safety hazard if they fall into the ditchline or roadway.

#### 804.3.9 Earth Berms

When called for in the Contract, permanent earth berms shall be constructed of well graded materials with no rocks having a diameter greater than 0.25 the height of the berm. When local material is not acceptable, acceptable material shall be imported, as directed by the Engineer.

#### **Compacted Berm**

Compacted berm construction shall consist of moistening or drying and placing material as necessary in locations shown on the drawings or as established by the Engineer. Material shall contain no frozen material, roots, sod, or other deleterious materials. Contractor shall take precaution to prevent material from escaping over the embankment slope. Shoulder surface beneath berm will be roughened to provide a bond between the berm and shoulder when completed. The Contractor shall compact the material placed until at least 90 mass percent of the maximum density is obtained as determined by AASHTO T 99, Method C. The cross-section of the finished compacted berm shall reasonably conform to the typical cross-section as shown on the Plans.

#### **Uncompacted Berm**

Uncompacted berm construction shall consist of drying, if necessary and placing material in locations shown on the Plans or as established by the Engineer. Material shall contain no frozen material, roots, sod or other deleterious materials. Contractor shall take precautions to prevent material from escaping over the embankment slope.

# **804.4 Method of Measurement**

The quantity of embankment to be paid for shall be the volume of material compacted in place, accepted by the Engineer and formed with material obtained from any source.

Material from excavation per Item 102 which is used in embankment and accepted by the Engineer will be paid under Embankment and such payment will be deemed to include the cost of excavating, hauling, stockpiling and all other costs incidental to the work.

Material for Selected Borrow topping will be measured and paid for under the same conditions specified in the preceding paragraph.

# 804.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 104.4, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities. The payment shall continue full compensation for placing and compacting all materials including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
804 (1)a	Side Borrow from Coretrench &	Cubic Meter
	Spillway	
804 (1)b	Side Borrow	Cubic Meter
804 (1)c	Borrow Haul	Cubic Meter

#### **ITEM 900 - REINFORCED CONCRETE**

#### 900.1 Description

This Item shall consist of furnishing, placing and finishing concrete in buildings and related structures, flood control and drainage, ports, and water supply structures in accordance with this specification and conforming to the lines, grades, and dimension shown on the plans.

#### 900.2 Materials Requirements

#### 900.2.1 Portland Cement

This shall conform to the requirement of ITEM 700, Volume II (Blue Book), Hydraulic cement.

#### 900.2.2 Concrete Aggregates

Concrete aggregate shall conform to the requirements of subsection 311.2.2 and 311.2.3 under Item 311 of Volume II, (Blue Book) and ASTM C 33 for lightweight aggregates, except that aggregates failing to meet these specifications but which have been shown by special that or actual service to produce concrete of adequate strength

and durability may be used under method (2) of determining the proportion of concrete, where authorized by the Engineer.

Except as permitted elsewhere in this section, the maximum size of the aggregate shall be not larger than one-fifth (1/5) of the narrowest dimensions between sides of forms of the member for which the concrete is to be used nor larger than three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars or pretensioning strands.

#### 900.2.2.1 Aggregate Tests

Samples of the fine and coarse aggregates to be used shall be selected by the Engineer for tests at least 30 days before the actual concreting operations are to begin. It shall be the responsibility of the contractor to designate the source or sources of aggregate to give the Engineer sufficient time to obtain the necessary samples and submit them for testing.

No aggregate shall be used until official advice has been received that it has satisfactorily passed all test, at which time written authority shall be given 'for its use.

# 900.2.3 Water

Water used in mixing concrete shall conform to the requirement of subsection 311.2.4 under Item 311, Part E of Volume II, (Blue Book).

900.2.4 Metal Reinforcement

Reinforcing steel bars shall conform to the requirements of the following Specifications:

Deformed & Plain Billet Steel Bars for concrete Reinforcement	(ASTM A 615)
Bars for concrete Reinforcement	AASHTO M 31
Deformed Rail - Steel and Plain	
Bars for Concrete Reinforcement	ASTM A 616
Deformed A x b - Steel and Plain	
Bars for Concrete Reinforcement	ASTM A 617

If reinforcing bars are to be welded, these ASTM specifications shall be supplemented by requirements assuring satisfactory weldability.

Bar and rod mats for concrete reinforcement	ASTM A 187
Cold-Drawn Steel Wire for	(ASTM A 82)

concrete reinforcement	AASHTO M	32
Welded steel wire fabric	(ASTM A 18	35)
for concrete reinforcementAASHTOMSexcept that the weld shear strength requirement of those specification shall be extended to include a wire size differential up to and including six gages.MS		M55 nall be
Wire and Strands for prestressed	ASTMA416	1
Concrete	ASTM A 422	1

Used in making strands for post-tensioning shall be cold- drawn and either stressrelieved in the case of uncoated strands, or hotdip galvanized in the case of galvanized strands.

High strength alloy steel bar for post- tensioning shall be proofstressed to 90 % of the granted tensile strength. After proofstressing, the bars shall conform to the following minimum properties:

Tensile strength fs'	1000 MPa
Yield strength (0.2 offset)	0.90 fs'
Elongation at rupture in	
20 diameter	4 percent
Reduction of area at rupture	25 percent
Structural steel	ASTM A 36
Steel Pipe for concrete-filled	ASTM A 53
pipe columns	
Cast-Iron Pipe for composite	ASTM A 377
columns	

#### 900.2.5 Admixtures

Air-entraining admixtures, if used, shall conform to ASTM C 260.

Water-reducing admixtures, retarding ad- mixtures, water-reducing and retarding admixtures and water reducing and accelerating admixtures, if used, shall conform to the requirements of ASTM C 494.

900.2.6 Storage of Materials

Cement and aggregates shall be stored in such a manner as to prevent their deterioration or the intrusion of foreign matter. Cement shall be stored, immediately upon arrival on the site of the work, in substantial, waterproof bodegas, with a floor raised from the ground sufficiently high to be free from dampness. Aggregates shall be stored in such a manner as to avoid the inclusion of foreign materials.

900.3 Construction Requirements

Notations: The notations used in these regulations are defined as follows:

f'c = compressive strength of concrete

Fsp = ratio of splitting tensile strength to square root of compressive strength.

900.3.1 Concrete Quality

All plans submitted for approval or used for any project shall clearly show the specified strength, fc', of concrete of the specified age for which each part of the structure was designed.

Concrete that will be exposed to sulfate containing or other chemically aggressive solutions shall be proportioned in accordance with "Recommended Practice for Selecting Proportions for Concrete (ACI 613)" and Recommended Practice for Selecting Proportions for Structural Lightweight Concrete (ACI 613A)."

900.3.2 Methods of Determining the Proportions of Concrete

The determination of the proportions of cement, aggregate, and water to attain the required strengths shall be made by one of the following methods, but lower watercement ratios may be required for conformance\_\_ with the quality of concrete.

Method 1, Without preliminary test

Where preliminary test data on the materials to be used in the concrete have not been obtained the water-cement ratio for a given strength of concrete shall not exceed the values shown in Table 900.1.' When strengths- in excess bf 281 kilograms per square centimeter (4000 pounds per square inch) are required or when light weight aggregates or' admixtures (other than those exclusively for the purpose of entraining - air) are used, the required water-cement ratio shall be determined in accordance with Method 2.

Method 2.For combination of materials previously evaluated or to be established by trial mixtures.

Water-cement ratios for strengths greater than that shown in Table I 900.1 may be used provided that the relationship between strength and I water-cement ratio for the materials to be used has been previously established by reliable test data and the resulting concrete satisfies the .requirements of concrete quality.

Where previous data are not available. Concrete trial mixtures having proportions and consistency suitable for the work shall be made using at least three different watercement ratios (or cement content in I the case of lightweight aggregates) which will produce a range of strengths encompassing those required for the work. For each watercement ratio (or cement content) at least three specimens for each age to be tested shall be made, cured and tested for strength in accordance with ASTM C 39 and C 192.

The strength test shall be made at 7, 14 and 28 days at which the concrete is to receive load, as indicated on the plans. A curve shall be established showing the relationship between water-cement ratio (or cement content) and compressive strength. The maximum permissible water-cement ratio for the concrete to be used in the structure shall be that shown by the curve to produce an average strength to satisfy the requirements of the strength test of concrete provided that the water-cement ratio shall be no' greater than that required by concrete quality when concrete that is to be subjected to the freezing temperatures which weight shall have a water-cement ratio not exceeding 6 gal per bag and it shall contain entrained air.

Where different materials are to be used for different portions of the work, each combination shall be evaluated separately.

	Maximum permissible water-cement ratio			
Specified compressive	Non air-entrained concrete		Air-entrained concrete	
strength at 28 days, psi fc	U.S. gal. per 42.6 kg. bag of cement	Absolute ratio by weight	U.S. gal per 42.6 kg. bag of cement	Absolute ratio by weight
2500	7 ¼	0.642	6 ¼	0.554

# TABLE 900.1MAXIMUM PERMISSIBLEWATER-CEMENTRATIOSFORCONCRETE (METHOD NO.1)

3000	6 1⁄2	0.576	5 1⁄4	0.465
3500	5 ¾	0.510	4 1⁄2	0.399
4000	5	0.443	4	0.354

# 900.3.3 Concrete Proportions and Consistency

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the form and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. The methods of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work.

# 900.3.4 Sampling and Testing of Structural Concrete

As work progress, at least one (1) set of sample consisting of three (3) concrete cylinder test specimens,  $150 \times 300$  mm shall be taken from each class of concrete placed each day, and each set to represent not more than 75 cu m of concrete.

#### 900.3.5 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating or mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly placed it and not by the difficulty of mixing water shall be determined by the Engineer and shall not be varied without his consent. Concrete as dry as it is practical to place with the equipment specified shall be used.

## 900.3.6 Strength Test of Concrete

When strength is a basis for acceptance, each class of concrete shall be represented by at least five test (10 specimens). Two specimens shall be made for each test at a given age, and not less than one test shall be made for each 150 cu yd of structural concrete, but there shall be at least one test for each days concreting. The Building Official may require a reasonable number of additional tests during the progress of the work.

Samples from which compression test specimens are molded shall be secured in accordance with ASTM C 172. Specimens made to check the adequacy of the proportions for strength of concrete or as a basis for acceptance of concrete shall be made and laboratory-cured in accordance with ASTM C 31. Additional test specimens cured entirely under field conditions may be required by the Building Official to check the adequacy of curing and protection of the concrete. Strength tests shall be made in accordance with ASTM C 39.

The age for strength tests shall be 28 days or, where specified, the earlier age at which the concrete is to receive its full load or maximum j stress. Additional test may be made at earlier ages to obtain advance information on the adequacy of strength development where age-strength relationships have been established for the materials and proportions used.

#### To conform to the requirements of this Item:

1. For structures designed in accordance with the working stress design method of this chapter, the average of any five consecutive strength tests of the laboratory-cured specimens representing each class of concrete shall be equal on or greater than the specified strength, fc', and not more than 20 percent of the strength test shall have values less than that specified.

2. For structures designed in accordance with the ultimate strength design method of this chapter, and for prestressed structures the average of any three consecutive strength test of the laboratory, cured specimens representing each class of concrete shall be equal to or greater than the specified strength, fc' and not more than 10 percent of the strength tests shall have values less than the specified strength.

When it appears that the laboratory-cured specimens will fail to conform to the requirements for strength, the Engineer shall have the right to order changes in the concrete sufficient to increase the strength to meet these requirements. The strengths of the specimens cured on the job are intended to indicate the adequacy of protection and curing of the concrete and may be used to determine when the forms may be stripped, shoring removed, or the structure placed in service. When, in the opinion of the Building Official, the strengths of the job-cured specimens, the contractor may be required to improve the procedures for protecting and curing the concrete, or when test of field-cured cylinders indicate deficiencies in protection and curing, the Engineer may require test in accordance with ASTM Specification C 42 or order load tests as outlined in the load tests of structures for that portion of the structure where the questionable concrete has been placed.

#### 900.3.7 Splitting Tensile Test of Concrete

To determine the splitting ratio, Fsp, for a particular aggregate, test of concrete shall be made as follows:

1. Twenty four (24) 15 cm. dia. by 30 cm long (6 in. dia. by 12 in. long) cylinders shall be made in accordance with ASTM C 192, twelve at a compressive strength level of approximately 210 kilograms per square centimeter (3000 psi) and twelve at approximately 280 kilograms per square centimeter (4000 psi) or 350 kilograms per square centimeter (5000 psi). After 7 days moist curing followed by 21 days drying at 23C (73F) and 50 percent relative humidity, eight of the test cylinders at each of the two strength levels shall be tested for splitting strength and four for compressive strength.

2. The splitting tensile strength shall be determine in accordance with ASTM C 496, and compressive strength in accordance with ASTM C 39.

The ratio, Fsp, of splitting tensile strength to the square root of compressive strength shall be obtained by using the average of all 16 splitting tensile test and all 8 compressive tests.

Minimum Strength, Concrete other than fill, shall have a minimum compressive strength at 28 days of 140 kilograms per square centimeter (2000 psi).

900.3.8 Batching

Batching shall conform to the requirements of Item 405, Structural Concrete.

900.3.9 Mixing and Delivery

Mixing and delivery shall conform to the requirements of Item 405, Structural Concrete.

900.4 Concrete Surface Finishing: General

This shall be in accordance with Item 407, Concrete Structures.

# 900.5 Curing Concrete (See subsection 407)

# 900.6 Acceptance of Concrete

The strength of concrete shall be deemed acceptable if the average of 3 consecutive strength test results is equal to or exceed the specified strength and no individual test result falls below the specified strength by more than 15 %.

Concrete deemed to be not acceptable using the above criteria may be rejected unless contractor can provide evidence, by means of core tests, that the quality of concrete represented by the failed test result is acceptable in place. Three (3) cores shall be obtained from the affected area and cured and tested in accordance with AASHTO T24. Concrete in the area represented by the cores will be deemed acceptable if the average of cores is equal to or at least 85 % and no sample core is less than 75 % of the specified strength otherwise it shall be rejected.

# 900.7 Method of Measurement

The quantity of concrete to be paid shall be the quantity shown in the Bid Schedule, unless changes in design are made in which case the quantity shown in the Bid Schedule will be adjusted by the amount of the change for the purpose of payment. No deduction will be made for the volume occupied by the pipe less than 101 mm (4") in diameter nor for reinforcing steel. anchors, weepholes or expansion materials.

#### 900.8 Basis of Payment

The accepted quantities of structural concrete completed in place will be paid for at the contract unit price for cubic meter as indicated on the Bid Schedule.

Pay Item and Description	Unit of measurement
Structural Concrete	Cubic Meter

Such prices and payment shall be full compensation for furnishing all materials, including metal water stops, joints, joint fillers, weep holes, and rock backing and timber bumpers; for all form and false work; for mixing, placing, furnishing, and curing the concrete; and for all labor, materials, equipment, tools and incidentals necessary to complete the item, except that reinforcing steel shall be paid for at the contract unit price per kilogram for reinforcing steel metal pipes and drains, metal conduits and ducts, and metal expansion angles shall be paid for as structural steel that when the proposal does not include an item for structural steel these miscellaneous metal parts shall be paid for as reinforcing steel.

# ITEM 704 - CONCRETE MASONRY BLOCKS/MASONRY WORKS

# 704.1 Clay or Shale Brick

Brick shall conform to the requirements of one of the following specifications:

Sewer Brick	-	AASHTO M 91, Grade SM
Sewer Brick	-	ASTM C 32, Grade SM
Building Brick	-	AASHTO M 114, Grade SW, or ASTM C 62, Grade SW

The grade will be shown on the Plans or in the Special Provisions.

# 704.2 Concrete Brick

Concrete brick shall conform to the requirements of ASTM C 55, Grade A.

## **704.3 Concrete Masonry Blocks**

Concrete masonry blocks may be rectangular or segmented and, when specified, shall have ends shaped to provide interlock at vertical joints.

Solid blocks shall conform with the requirements of ASTM C 139 or ASTM C 145, grade as specified. Hollow blocks shall conform to the requirements of ASTM C 90, grade as specified.

Dimensions and tolerances shall be as individually specified on the Plans.

# **ITEM 1027 - CEMENT PLASTER FINISH**

#### 1027.1 Description

This Item shall consist of furnishing all cement plaster materials, labor, tools and equipment required in undertaking cement plaster finish as shown on the Plans and in accordance with this Specification.

**1027.2 Material Requirements** 

Manufactured materials shall be delivered in the manufacturer's original unbroken packages or containers which are labelled plainly with the manufacturer's name and trademark.

1027.2.1 Cement

Portland cement shall conform with the requirements as defined in Item 700, Hydraulic Cement.

# 1027.2.2 Hydrated Lime

Hydrated lime shall conform with the requirements as defined in item 701, Hydrated Lime.

#### 1027.2.3 Fine Aggregates

Fine aggregates shall be clean, washed sharp river sand and free from dirt, clay, organic matter or other deleterious substances. Sand derived from crushed gravel or stone may be used with the Engineer's approval but in no case shall such sand be derived from stone unsuitable for use as coarse aggregates.

1027.3 Construction Requirements

1027.3.1 Mixture

- a) Mortar mixture for brown coat shall be freshly prepared and uniformly mixed in the proportion by volume of one part Portland Cement, three (3) parts sand and one fourth (1/4) part hydrated lime.
- b) Finish coat shall be pure Portland Cement properly graded conforming to the requirements of Item 700, Hydraulic Cement and mixed with water to approved consistency and plasticity.

1027.3.2 Surface Preparation

- a) After removals of formworks reinforce concrete surfaces shall be roughened to improve adhesion of cement plaster.
- b) Surfaces to receive cement plaster shall be cleaned of all projections, dust, loose particles, grease and bond breakers. Before any application of brown coat is commenced all surfaces that are to be plastered shall be wetted thoroughly with clean water to produce a uniformly moist condition.

1027.3.3 Application

- a) Brown coat mortar mix shall be applied with sufficient pressure starting from the lower portion of the surface to fill the grooved and to prevent air pockets in the reinforced concrete/masonry work and avoid mortar mix drooping. The brown coat shall be lightly broomed/ or scratch before surface had properly set and allowed to cure.
- b) Finish coat shall not be applied until after the brown coat has seasoned for seven days and corrective measures had been done by the Contractor on surfaces that are defective. Just before the application of the finish coat, the brown coat surface shall be evenly moistened with potable water. Finish coat shall be floated first to a tue and even surface, then troweled in a manner that will force the mixture to penetrate into the brown coat. Surfaces applied with finish coat shall then be smooth with paper in a circular motion to remove trowel marks, checks and blemishes. All cement plaster finish shall be 10 mm thick minimum on vertical concrete and/or masonry walls.

Wherever indicated on the Plans to be "Simulated Red Brick Finish", the Contractor shall render brick design on plaster surface before brown coat had properly set and then allowed to dry. Cement plaster shall not be applied directly to:

- a) Concrete or masonry surface that had been coated with bituminous compound and,
- b) Surfaces that had been painted and previously plastered.

# 1027.3.4 Workmanship

Cement plaster finish shall be true to details and plumbed. Finish surface shall have no visible junction marks where one (1) Day's work adjoins the other. Where

directed by the Engineer or as shown on the Plans vertical and horizontal groove joints shall be 25 mm wide and 10 mm deep.

1027.4 Method of Measurement

All cement plaster finish shall be measured in square meters or part thereof for work actually completed in the building.

1027.5 Basis of Payment

The work quantified and determined as provided in the Bill of Quantities shall be paid for at the Contract Unit Price which price constitutes full compensation including labor, materials, tools and equipment and incidentals necessary to complete this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
1027 (a)	Cement plaster finish	m <sup>2</sup>
1027 (b)	Simulated red bricks.pn142	2 m <sup>2</sup>

# **ITEM 403 – METAL STRUCTURES**

### 403.1 Description

This work shall consist of steel structures and the steel structure portions of composite structures, constructed in reasonably close conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

The work will include the furnishing, fabricating, hauling, erecting, welding and painting of structural metals called for in the Special Provision or shown on the Plans. Structural metals will include structural steel, rivet, welding, special and alloy steels, steel forgings and castings and iron castings. This work will also include any incidental metal construction not otherwise provided for, all in accordance with these Specifications, Plans and Special Provisions.

#### **403.2 Material Requirements**

Materials shall meet the requirements of Item 712, Structural Metal; Item 409, Welded Structural Steel, and Item 409, Welded Structural Steel; and Item 709, Paints.

#### **403.3 Construction Requirements**

#### 403.3.1 Inspection

The Contractor shall give the Engineer at least fifteen (15) days notice prior to the beginning of work at the mill or shop, so that the required inspection may be made. The term "mill" means any rolling mill, shop or foundry where material for the work is to be manufactured or fabricated. No material shall be rolled or fabricated until said inspection has been provided.

The Contractor shall furnish the Engineer with copies of the certified mill reports of the structural steel, preferably before but not later than the delivery of the steel to the job site.

The Contractor shall furnish all facilities for inspection and the Engineer shall be allowed free access to the mill or shop and premises at all times. The Contractor shall furnish, without charge, all labor, machinery, material and tools necessary to prepare test specimens.

Inspection at the mill or shop is intended as a means of facilitating the work and avoiding errors and it is expressly understood that it will not relieve the Contractor from any responsibility for imperfect material or workmanship and the necessity for replacing same. The acceptance of any material or finished member at the mill or shop by the Engineer shall not preclude their subsequent rejection if found defective before final acceptance of the work. Inspection of welding will be in accordance with the provision of Section 5 of the "Standard Code for Arc and Gas Welding in Building Construction" of the American Welding Society.

### 403.3.2 Stock Material Control

When so specified in the Contract, stock material shall be segregated into classes designated as "identified" or "unidentified". Identified material is material which can be positively identified as having been rolled from a given heat for which certified mill test can be produced. Unidentified material shall include all other general stock materials. When it is proposed to use unidentified material, the Engineer shall be notified of such intention at least fifteen (15) days in advance of commencing fabrication to permit sampling and testing. When so indicated or directed, the Contractor shall select such material as he wishes to use from stock, and place it in such position that it will be accessible for inspection and sampling. The Contractor shall select identified material from as few heat numbers as possible, and furnish the certified mill test reports on each of such heat numbers. Two samples shall be taken from each heat number as directed, one for a tension test and one for a bend test.

In the case of unidentified stock, the Engineer may, at his discretion, select any number of random test specimens.

Each bin from which rivets or bolts are taken shall subject to random test. Five rivets or bolts may be selected by the Engineer from each bin for test purposes.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids, or other supports. It shall be kept free from dirt, grease, or other foreign matter, and shall be protected as far as practicable from corrosion.

### 403.3.3 Fabrication

These Specifications apply to riveted, bolted and welded construction. The Contractor may, however, with approval of the Engineer, substitute high tensile strength steel bolts equivalent to the rivets in any connection.

Workmanship and finish shall be in accordance with the best general practice in modern bridge shops. Portions of the work exposed to view shall be finished neatly. Shearing, flame cutting, and chipping shall be done carefully and accurately.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be protected as far as practicable from corrosion.

Rolled material before being laid off or worked must be straight. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks and bends will be cause for rejection of the material.

Preparation of material shall be in accordance with AWS (American Welding Society) D 1.1, paragraph 3.2 as modified by AASHTO Standard Specification for Welding of Structural Steel Highway Bridges.

# 403.3.4 Finishing and Shaping

Finished members shall be true to line and free from twists, bends and open joints.

1. Edge Planing

Sheared edges of plates more than 15.9 mm in thickness and carrying calculated stresses shall be planed to a depth of 6.3 mm. Re-entrant cuts shall be filleted before cutting.

2. Facing of Bearing Surfaces

The surface finish of bearing and based plates and other bearing surfaces that are to come in contact with each other or with concrete shall meet the American National Standards Institute surface roughness requirements as defined in ANSI B-46.1-47, Surface Roughness Waviness and Lay, Part I:

Steel slabs	ANSI 2,000
Heavy plates in contact in shoes to Be welded	ANSI 1,000
Milled ends of compression members, stiffeners and fillers	ANSI 500
Bridge rollers and rockers	ANSI 250
Pins and pin holes	ANSI 125
Sliding bearings	ANSI 125

# 3. Abutting Joints

Abutting joints in compression members and girders flanges, and in tension members where so specified on the drawings, shall be faced and brought to an even bearing. Where joints are not faced, the opening shall not exceed 6.3 mm.

4. End Connection Angles

Floor beams, stringers and girders having end connection angles shall be built to plan length back to back of connection angles with a permissible tolerance of 0 mm to minus 1.6 mm. If end connections are faced, the finished thickness of the angles shall not be less than that shown on the detail drawings, but in no case less than 9.5 mm.

# 5. Lacing Bars

The ends of lacing bars shall be neatly rounded unless another form is required.

# 6. Fabrication of Members

Unless otherwise shown on the Plans, steel plates for main members and splice plates for flanges and main tension members, not secondary members, shall be cut and fabricated so that the primary direction of rolling is parallel to the direction of the main tensile and/or compressive stresses.

Fabricated members shall be true to line and free from twists, bends and open joints.

# 7. Web Plates (Riveted or Bolted)

In girders having no cover plates and not to be encased in concrete, the top edges of the web shall not extend above the backs of the flange angles and shall not be more than 3.2 mm below at any point. Any portion of the plate projection beyond the angles shall be chipped flush with the backs of the angles. Web plates of girders having cover plates may not be more than 12.7 mm less in width than the distance back to back of flange angles.

Splices in webs of girders without cover plates shall be sealed on top with red lead paste prior to painting.

At web splices, the clearance between the ends of the plates shall not exceed 9.5 mm. The clearance at the top and bottom ends of the web slice plates shall not exceed 6.3 mm.

# 8. Bent Plates

Cold-bent load-carrying rolled-steel plates shall conform to the following:

- a. They shall be so taken from the stock plates that the bendline will be at right angles to the direction of rolling, except that cold-bent ribs for orthotropic deck bridges may be bent in the direction of rolling if permitted by the Engineer.
- b. The radius of bends shall be such that no cracking of the plate occurs. Minimum bend radii, measured to the concave face of the metal, are shown in the following table:

ASTI DESI ATIO	G-	THICKNESS, t in mm				
		Up to 6.3	Over 6.3 To 12.7	Over 12.7 To 25.4	Over 25.4 to 38.1	Over 38.1 to 50.08
A36		1.5t	1.5t	2t	3t	4t
A242		2t	3t	5t	a	a
A440		2.5 t	3.5t	6t	a	a
A441		2t	3t	5t	a	a
A529		2t	2t			
	Gr. 42	2t	2t	3t	4t	5t
	Gr. 45	2t	2t	3t	4t	
	Gr. 50	2.5 t	2.5t	4t	a	
A572	Gr. 55	3t	3t	5t	a	

	Gr. 60	3.5 t	3.5t	6t		
	Gr. 65	4t	4t			
A588		2t	3t	5t	a	a
A514 <sup>b</sup>		2t	2t	2t	3t	3t

- <sup>a</sup> It is recommended that steel in this thickness range be bent hot. Hot bending however, may result in a slight decrease in the as-rolled mechanical properties.
- <sup>b</sup> The mechanical properties of ASTM A 514 steel results from a quench-and-temperoperation. Hot bending may adversely affect these mechanical properties. If necessary to hotbend, fabricator should discuss procedure with steel supplier.
  - c. Before bending, the corners of the plate be rounded to a radius of 1.6 mm throughout that portion of the plate where the bending is to occur.
  - 9. Fit of Stiffeners

End stiffeners of girders and stiffeners intended as supports for concentrated loads shall have full bearing (either milled, ground or on weldable steel in compression areas of flanges, welded as shown on the Plans or specified) on the flanges to which they transmit load or from which they receive load. Stiffeners not intended to support concentrated loads shall, unless shown or specified otherwise, fit sufficiently tight to exclude water after being painted, except that for welded flexural members, the ends of stiffeners adjacent to the tension flanges shall be cut back as shown on the Plans. Fillers under stiffeners shall fit within 6.3 mm at each end.

Welding will be permitted in lieu of milling or grinding if noted on the Plans or in the Special Provisions. Brackets, clips, gussets, stiffeners, and other detail material shall not be welded to members or parts subjected to tensile stress unless approved by the Engineer.

#### 10. Eyebars

Pin holes may be flame cut at least 50.8 mm smaller in diameter than the finished pin diameter. All eyebars that are to be placed side by side in the structure shall be securely fastened together in the order that they will be placed on the pin and bored at both ends while so clamped. Eyebars shall be packed and matchmarked for shipment and erection. All identifying marks shall be stamped with steel stencils on the edge of one head of each member after fabrication is completed so as to be visible when the bars are nested in place on the structure. The eyebars shall be straight and free from twists and the pin holes shall be accurately located on the centerline of the bar. The inclination of any bar to the plane of the truss shall not exceed 1.6 mm to 305 mm.

The edges of eyebars that lie between the transverse centerline of their pin holes shall be cut simultaneously with two mechanically operated torches abreast of each other, guided by a substantial template, in such a manner as to prevent distortion of the plates.

### 11. Annealing and Stress Relieving

Structural members which are indicated in the Contract to be annealed or normalized shall have finished machining, boring and straightening done subsequent to heat treatment. Normalizing and annealing (full annealing) shall be in accordance with ASTM E 44. The temperatures shall be maintained uniformly throughout the furnace during heating and cooling so that the temperature at no two points on the member will differ by more than 37.8°C at any one time.

Members of A514/A517 steels shall not be annealed or normalized and shall be stress relieved only with the approval of the Engineer.

A record of each furnace charge shall identify the pieces in the charge and show the temperatures and schedule actually used. Proper instruments including recording pyrometers, shall be provided for determining at any time the temperatures of members in the furnace. The records of the treatment operation shall be available to and meet the approval of the Engineer.

Members, such as bridge shoes, pedestals, or others which are built up by welding sections of plate together shall be stress relieved in accordance with the provisions of Subsection 403.3.11 when required by the Plans, Specifications or Special Provisions governing the Contract.

#### 12. Tests

When full size tests of fabricated structural members or eyebars are required by the Contract, the Plans or Specifications will state the number and nature of the tests, the results to be attained and the measurements of strength, deformation or other performances that are to be made. The Contractor will provide suitable facilities, material, supervision and labor necessary for making and recording the tests. The members tested in accordance with the Contract will be paid for in accordance with Subsection 403.3.5.1. The cost of testing, including equipment handling, supervision labor and incidentals for making the test shall be included in the contract price for the fabrication or fabrication and erection of structural steel, whichever is the applicable item in the Contract, unless otherwise specified.

### 403.3.5 Pins and Rollers

Pins and rollers shall be accurately turned to the dimensions shown on the Plans and shall be straight, smooth, and free from flaws. Pins and rollers more 228.6 mm or less in diameter may either be forged and annealed. Pins and rollers 228.6 mm or less in diameter may either be forged and annealed or cold-finished carbon-steel shafting.

In pins larger than 228.6 mm in diameter, a hole not less than 50.8 mm in diameter shall be bored full length along the axis after the forging has been allowed to cool to a temperature below the critical range under suitable conditions to prevent injury by too rapid cooling and before being annealed.

Pin holes shall be bored true to the specified diameter, smooth and straight, at right angles with the axis of the member and parallel with each other unless otherwise specified. The final surface shall be produced by a finishing cut.

The distance outside to outside of holes in tension members and inside to inside of holes in compression members shall not vary from that specified more than 0.8 mm. Boring of holes in built-up members shall be done after the riveting is completed.

The diameter of the pin hole shall not exceed that of the pin by more than 0.51 mm for pins 127 mm or less in diameter, or 0.8 mm for larger pins.

The pilot and two driving nuts for each size of pin shall be furnished, unless otherwise specified.

#### 403.3.6 Fastener Holes (Rivets and Bolts)

All holes for rivets or bolts shall be either punched or drilled. Material forming parts or a member composed of not more than five thickness of metal may be punched 1.6 mm larger than the nominal diameter of the rivets or bolts whenever the thickness of the material is not greater than 19 mm for structural steel, 15.9 mm for high-strength steel or 12.7 mm for quenched and tempered alloy steel, unless subpunching and reaming is required for field connections.

When there are more than five thicknesses or when any of the main material is thicker than 19 mm for structural steel, 15.9 mm for high-strength steel, or 12.7 mm for quenched and tempered alloy steel, all holes shall either be subdrilled or drilled full size.

When required for field connections, all holes shall either be subpunched or subdrilled (subdrilled if thickness limitation governs) 4.8 mm smaller and, after assembling, reamed 1.6 mm larger or drilled full size 1.6 mm larger than the nominal diameter of the rivets or bolts.

When permitted by design criteria, enlarged or slotted holes are allowed with high-strength bolts. For punched holes, the diameter of the die shall not exceed the diameter of the punch by more than 1.6 mm. If any holes must be enlarged to admit the fasteners, they shall be reamed. Holes shall be clean cut, without torn or ragged edges. Poor matching of holes will be cause for rejection.

Reamed holes shall be cylindrical, perpendicular to the member, and not more than 1.6 mm larger than the nominal diameter of the fasteners. Where practicable, reamers shall be directed by mechanical means. Drilled holes shall be 1.6 mm larger than the nominal diameter of the fasteners. Burrs on the outside surfaces shall be removed. Poor matching of holes will be cause for rejection. Reaming and drilling shall be done with twist drills. If required by the Engineer, assembled parts shall be taken apart for removal of burrs caused by drilling. Connecting parts requiring reamed or drilled holes shall be assembled and securely held while being reamed or drilled and shall be matchmarked before disassembling.

Unless otherwise specified, holes for all field connections and field splices of main truss or arch members, continuous beams, towers (each face), bents, plate girders and rigid frames shall be subpunched (or subdrilled if subdrilling is required) and subsequently reamed while assembled in the shop in accordance with Subsection 403.3.7.

All holes for floor-beam and stringer field end connections shall be subpunched and reamed to a steel template reamed while being assembled.

Reaming or drilling full size of field connection through templates shall be done after templates have been located with the utmost care as to position and angle and firmly bolted in place. Templates used for the reaming of matching members, or of the opposite faces of one member, shall be exact duplicated. Templates for connections which duplicate shall be so accurately located that like members are duplicates and require no matchmarking.

If additional subpunching and reaming is required, it will be specified in the Special Provisions or on the Plans.

Alternately, for any field connection or splice designated above in lieu of sub-sized holes and reaming while assembled, or drilling holes full-size while assembled, the Contractor shall have the option to drill bolt holes full-size in unassembled pieces and/or connections including templates for use with matching sub-sized and reamed holes means of suitable numerically-controlled (N/C) drilling equipment subject to the specific provisions contained in this Subsection.

If N/C drilling equipment is used, the Engineer, unless otherwise stated in the Special Provisions or on the Plans, may require the Contractor, by means if check assemblies to demonstrate that this drilling procedure consistently produces holes and connections meeting the requirements of conventional procedures.

The Contractor shall submit to the Engineer for approval a detailed outline of the procedures that he proposes to follow in accomplishing the work from initial drilling through check assembly, if required, to include the specific members of the structure that may be N/C drilled, the sizes of the holes, the location of common index and other reference points, composition of check assemblies and all other pertinent information.

Holes drilled by N/C drilling equipment shall be drilled to appropriate size either through individual pieces, or any combination of pieces held tightly together.

All holes punched full size, subpunched or subdrilled shall be so accurately punched that after assembling (before any reaming is done), a cylindrical pin 3.2 mm smaller in diameter than the nominal size of the punched hole may be entered perpendicular to the face of the member, without drifting, in at least 75 percent of the contiguous holes in the same plane. If the requirement is not fulfilled, the badly punched pieces will be rejected. If any hole will not pass a pin 4.8 mm smaller in diameter than the nominal size of the punched holes, this will cause for rejection.

When holes are reamed or drilled, 85 percent of the holes in any continuous group shall, after reaming or drilling, show no offset greater than 0.8 mm between adjacent thickness of metal.

All steel templates shall have hardened steel bushings in holes accurately dimensioned from the center lines if the connections as inscribed on the template. The center lines shall be used in locating accurately the template from the milled or scribed ends of the members.

### 403.3.7 Shop Assembly

#### 1. Fitting for Riveting and Bolting

Surfaces of metal in contact shall be cleaned before assembling. The parts of a member shall be assembled, well pinned and firmly drawn together with bolts before reaming or riveting is commenced. Assembled pieces shall be taken apart, if necessary, for the removal of burrs and shavings produced by the reaming operation. The member shall be free from twists, bends and other deformation. Preparatory to the shop riveting of full-sized punched material, the rivet holes, if necessary, shall be spear-reamed for the admission of the rivets. The reamed holes shall not be more than 1.6 mm larger than the nominal diameter of the rivets.

End connection angles, and similar parts shall be carefully adjusted to correct positions and bolted, clamped, or otherwise firmly in place until riveted.

Parts not completely riveted in the shop shall be secured by bolts, in so far as practicable, to prevent damage in shipment and handling.

## 2. Shop Assembling

The field connections of main members of trusses, arches, continuous beam spans, bents, towers (each face), plate girders and rigid frames shall be assembled in the shop with milled ends of compression members in full bearing, and then shall have their sub-size holes reamed to specified size while the connections are assembled. Assembly shall be "Full Truss or Girders Assembly" unless "Progressive Chord Assembly" or "Special Complete Structure Assembly" is specified in the Special Provisions or on the Plans.

Check assemblies with Numerically-Controlled Drilled Fields Connections shall be in accordance with the provision of 2 (f) of this Subsection.

Each assembly, including camber, alignment, accuracy of holes and fit of milled joints, shall be approved by the Engineer before reaming is commenced or before an N/C drilled check assembly is dismantled.

The fabricator shall furnished the Engineer a camber diagram showing the camber at each panel point in the cases of trusses or arch ribs and at the location of field splices and fractions of span length (0.25 points minimum, 0.10 points maximum) in case of continuous beam and girders or rigid frames. When the shop assembly is Full Truss or Girder Assembly or Special Complete Structure Assembly, the camber diagram shall show the camber measured in assembly. When any of the other methods of shop assembly is used, the camber diagram shall show calculated camber.

Methods of assembly shall be described below:

- a. Full of Truss or Girders Assembly shall consist of assembling all members of each truss, arch rib, bent, tower face, continuous beam line, plate girder or rigid frame at one time.
- b. Progressive Truss or Girder Assembly shall consist of assembling initially for each truss, arch rib, bent, tower face, continuous beam line, plate girder, or rigid frame all members in at least three continuous shop sections or panels but not less than the number of panels associated with three continuous chord lengths (i.e., length between field splices) and not less than 45.72 m in case of structures longer than 45.72 m. At least one shop section or panel or as many panels as are associated with a chord length shall be added at the advancing end of the assembly before any member is removed from the rearward end so that the assembled portion of the structure is never less than that specified above.
- c. Full Chord Assembly shall consist of assembling with geometric angles at the joints, the full length of each chord or each truss or open spandrel arch, or each leg of each bent or tower, than reaming their field connection holes while the members are assembled; and reaming the web member connections to steel templates set at geometric (not cambered) angular relation to the chord lines. Field connection holes in web members shall be reamed to steel templates. At least one end of each web member shall be milled or shall be scribed normal to the longitudinal axis of the member and the templates of both ends of the member shall be accurately located from one of the milled ends or scribed line.
- d. Progressive Chord Assembly shall consist of assembling contiguous chord members in the manner specified for Full Chord Assembly, and in the number and length specified for Progressive Truss or Girder Assembly.
- e. Special Complete Structure Assembly shall consist of assembling the entire structure, including the floor system. (This procedure is ordinarily needed only for complicated structures such as those having curbed girders, or extreme skew in combination with severe grade or camber). The assembly including camber, alignment, accuracy of holes and fit of milled joints shall be approved by the Engineer before reaming is commenced.

A Contractor shall furnished the Engineer a camber diagram showing the camber at each panel point of each truss, arch rib, continuous beam line, plate girder or rigid frame. When shop assembly is Full Truss or Girder Assembly or Special Complete Structure Assembly, the camber diagram shall show the camber measured in assembly. When any of the other methods of shop assembly is used, the camber diagram shall show calculated camber.

f. Check Assemblies with Numerically-Controlled Drilled Field Connections. A check assembly shall be required for each major structural type of each project, unless otherwise designated on the Plans or in the Special Provisions, and shall consist of at least three contiguous shop sections or, in a truss, all members in at least three contiguous panels but not less than the number of panels associated with three contiguous chord lengths (i.e., length between field splices). Check assemblies should be based on the proposed order erection, joints in bearings, special complex points, and similar considerations. Such special points could be the portals of skewed trusses, etc.

Use of either geometric angles (giving theoretically zero secondary stresses under deadload conditions after erection) or cambered angles (giving theoretically zero secondary stresses under no-load conditions) should be designated on the Plans or in the Special Provisions.

The check assemblies shall be preferably be the first such sections of each major structural type to be fabricated.

No matchmaking and no shop assemblies other than the check assemblies shall be required.

If the check assembly fails in some specific manner to demonstrate that the required accuracy is being obtained, further check assemblies may be required by the Engineer for which there shall be no additional cost to the contracting authority.

### 403.3.8 Rivets and Riveting

The size of rivets called for on the Plans shall be the size before heating. Rivet heads shall be of standard shape, unless otherwise specified, and of uniform size for the same diameter of rivet. They shall be full, neatly made, concentric with the rivets holes, and in full contact with the surface of the member. Sufficient rivets for field connections shall be furnished to rivet the entire structure with an ample surplus to replace all rivets burned, lost or cut out.

Rivets shall be heated uniformly to a "light cherry red color" and shall be driven while hot. Any rivet whose point is heated more than the remainder shall not be driven. When a rivet is ready for driving, it shall be free from slag, scale and other adhering matter. Any rivet which is sealed excessively, will be rejected.

All rivets that are loose, burned, badly formed, or otherwise defective shall be removed and replaced with satisfactory rivets. Any rivet whose head is defective in size or whose head is driven off center will be considered defective and shall be removed. Stitch rivets that are loosened by driving of adjacent rivets shall be removed and replaced with satisfactory rivets. Caulking, recapping, or double gunning of rivets heads will not be permitted.

Shop rivets shall be driven by direct-acting rivet machines when practicable. Approved bevelled rivet sets shall be used for forming rivet heads on sloping surfaces. When the use of a direct-acting rivet machine is not practicable, pneumatic hammers of approved size shall be used. Pneumatic bucking tools will be required when the size and length of the rivets warrant their use.

Rivets may be driven cold provided their diameter is not over 9.5 mm.

### 403.3.9 Bolted Connections, Unfurnished, Turned and Ribbed Bolts

1. General

Bolts under this Subsection shall conform to "Specifications for Carbon Steel Externally and Internally Threaded Standard Fasteners", ASTM A 307. Specifications for high strength bolts are covered under Subsection 403.3.10.

Bolts shall be unfinished, turned or an approved form of ribbed bolts with hexagonal nuts and heads except that ribbed bolts shall have button heads. Bolted connections shall be used only as indicated by the Plans or Special Provisions. Bolts not tightened to the proof loads shall have single self locking nuts or double nuts. Bevel washers shall be used where bearing faces have a slope or more than 1:20 with respect to a plane normal to the bolt axis. Bolts shall be of such length that will extend entirely through their nuts but not more than 6.3 mm beyond them.

Bolts shall be driven accurately into the holes without damage to the threads. A snap shall be used to prevent damage to the heads. The heads and nuts shall be drawn tight against the work with the full effort of a man using a suitable wrench, not less than 381 mm long for bolts of nominal diameter 19 mm and over. Heads of bolts shall be tapped with a hammer while the nuts are being tightened.

2. Unfinished Bolts

Unfinished bolts shall be furnished unless other types are specified. The number of bolts furnished shall be 5 percent more than the actual number shown on the Plans for each size and length.

3. Turned Bolts

The surface of the body of turned bolts shall meet the ANSI roughness rating value of 125. Heads and nuts shall be hexagonal with standard dimensions for bolts of the nominal size specified or the next larger nominal size. Diameter of threads shall be equal to the body of the bolt or the nominal diameter of the bolt specified. Holes for turned bolts shall be carefully reamed with bolts furnished to provide for a light driving fit. Threads shall be entirely outside of the holes. A washer shall be provided under the nut.

4. Ribbed Bolts

The body of ribbed shall be of an approved form with continuous longitudinal ribs. The diameter of the body measured on a circle through the points of the ribs shall be 1.98 mm greater than the nominal diameter specified for the bolts.

Ribbed bolts shall be furnished with round heads conforming to ANSI B 18.5 unless otherwise specified. Nuts shall be hexagonal, either recessed or with a washer of suitable thickness. Ribbed bolts shall make a driving fit with the holes. The hardness of the ribs shall be such that the ribs do not mash down enough to permit the bolts to turn in the holes during tightening. If for any reason the bolt twists before drawing tight, the holes shall be carefully reamed and an oversized bolt used as a replacement. The Contractor shall provide and supply himself with oversize bolts and nuts for this replacement in an amount not less than ten percent (10%) of the number of ribbed bolts specified.

### 403.3.10 Bolted Connections (High Tensile-Strength Bolts)

1. Bolts

Bolts shall be AASHTO M 164 (ASTM A 325 or AASHTO M 253) tensioned to a high tension. Other fasteners which meet the chemical requirements of AASHTO M 164 or M 253 and which meet the mechanical requirements of the same specification in full size tests and which have body diameter and bearing areas under the head and nut, or their equivalents, not less than those provided by a bolt and nut of the same nominal dimensions prescribed above, may be used subject to the approval of the Engineer.

Bolts lengths shall be determined by adding the grip-length values given in Table 403.1 to the total thickness of connected material. The values of Table 403.1 compensate for manufacturer's tolerance, the use of heavy semi-finished hexagon nut and a positive "stick-through" at the end of the bolt. For each hardened flat washer that is used and 4 mm to the tabular value and for each bevelled washer add 7.9 mm. The length determined shall be adjusted to the next longer 6.3 mm.

Bolts Size (mm)	To determine required bolt length, add grip (mm) *
9.5	17.5
12.7	22.2
19.0	25.4
22.2	28.6

Table 403.1 - Grip-Length Values

25.4	31.7
28.6	38.1
31.7	41.3
34.9	44.4
38.1	47.6

\* Does not include allowance for washer thickness

2. Bolted Parts

The slope of surface of bolted parts in contact with the bolt head and nut shall not exceed 1:20 with respect to a plane normal to the bolt axis. Bolted parts shall fit solidly together when assembled and shall not be separated by gaskets or any other interposed compressible material. When assembled, all joint surfaces, including those adjacent to the bolt head, nuts or washers, shall be free of scale, except tight mill scale, and shall also be free of burrs, dirt and other foreign material that would prevent solid seating of the parts. Paint is permitted unconditionally in bearing-type connections.

In friction-type connections, the Class, as defined below, indicating the condition of the contact surfaces shall be specified on the Plans. Where no Class is specified, all joint surfaces shall be free of scale, except tight mill scale and shall not have a vinyl wash.

- a. Classes A, B and C (uncoated). Contact surfaces shall be free of oil, paint, lacquer or other coatings.
- b. Class D (hot-dip galvanized and roughened). Contact surfaces shall be tightly scored by wire brushing or blasting after galvanizing and prior to assembly. The wire brushing treatment shall be a light application of manual or power brushing that marks or scores the surface but remove relatively little of the zinc coating. The blasting treatment shall be a light "brush-off" treatment which will produce a dull gray appearance. However, neither treatment should be severed enough to produce any break or discontinuity in the zinc surface.

- c. Classes E and F (blast-cleaned, zinc rich paint). Contact surfaces shall be coated with organic or inorganic zinc rich paint as defined in the Steel Structures Painting Council Specification SSPC 12.00.
- d. Classes G and H (blast-cleaned, metallized zinc or aluminum). Contact surfaces shall be coated in accordance with AWS C2.2, Recommended Practice for Metallizing with Aluminum and Zinc for Protection of Iron and Steel, except that subsequent sealing treatments, described in Section IV therein shall not be used.
- e. Class I (vinyl wash). Contact surfaces shall be coated in accordance with the provisions of the Steel Structure Painting Council Pretreatment Specifications SSPC PT3.

AASHTO M 164 (ASTM A 325) Type 2 and AASHTO M 253 bolts shall not be galvanized nor shall they be used to connect galvanized material.

- 3. Installation
  - a. Bolt Tension. Each fastener shall be tightened to provide, when all fasteners in the joints are tight at least the minimum bolt tension shown in Table 403.2 for the size of fastener used.

Threaded bolts shall be tightened with properly calibrated wrenches or by the turn-of-nut method. If required, because of bolt entering and wrench operation clearances, tightening by either procedure may be done by turning the bolt while the nut is prevented from rotating. Impact wrenches, if used, shall be of adequate capacity and sufficiently supplied with air to perform the required tightening of each bolt in approximately ten seconds.

AASHTO M 253 and galvanized AASHTO M 164 (ASTM A 325) bolts shall not be reused. Other AASHTO M 164 (ASTM A 325) bolts may be reused, but not more than once, if approved by the Engineer. Retightening previously tightened bolts which may have been loosened by the tightening of adjacent bolts shall not be considered as a reuse. b. Washers. All fasteners shall have a hardened washer under the element (nut or bolt head) turned in tightening except that AASHTO M 164 (ASTM A 325) bolts installed by the turn of the nut method in holes which are not oversized or slotted may have the washer omitted. Hardened washers shall be used under both the head and nut regardless of the element turned in the case of AASHTO M 253 bolts if the material against which it bears has a specified yield strength less than 275.76 MPa.

	Minimum Bolt Tension <sup>1</sup> , kg.		
Bolt Size, mm	AASHTO M 164 (ASTM A 325) Bolts	AASHTO M 253 (ASTM A 420) Bolts	
12.7	5 466	6 758	
15.9	8 709	10 569	
19.0	12 882	15 821	
22.2	13 268	21 999	
25.4	23 360	24 312	
28.6	25 605	36 786	
31.7	32 522	45 858	
34.9	38 760	55 111	
38.1	47 174	66 905	

### Table 403.2 - Bolt Tension

<sup>1</sup> Equals to 70 percent of specified minimum tensile strength bolts. Where an outer face of the bolted parts has a slope of more than 1:20 with respect to a Plane normal to the bolt axis, a smooth bevelled washer shall be used to compensate for the lack of parallel line.

- c. Calibrated Wrench Tightening. When Calibrated wrenches are used to provide the bolt tension as specified above, their setting shall be such as to induce a bolt tension 5 to 10 percent in excess of this value. These wrenches shall be calibrated at least once each working day by tightening, in a device capable of indicating actual bolt tension, not less than three typical bolts of each diameter from the bolts to be installed. Power wrenches shall be adjusted to installed or cut-out at the selected tension. If manual torque wrenches are used, the torque indication corresponding to the calibrating tension shall be noted and used in the installation of all the tested lot. Nuts shall be turned in the tightening direction when torque is measured. When using calibrated wrenches to install several bolts in a single joint, the wrench shall be returned to "touch-up" bolts previously tightened which may have been loosened by the tightening of adjacent bolts, until all are tightened to the prescribed amount.
- d. Turn-of-Nut Tightening. When the turn-of-nut method is used to provide the bolt tension specified in (a) above, there shall first be enough bolts brought to a "snug tight" condition to insure that the parts of the joint are brought into full contact with each other. Snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in any remaining holes in the connection and brought to snug tightness.

All bolts in the joints shall then be tightened additionally, by the applicable amount of nut rotation specified in Table 403.3 with tightening progressing systematically from the most rigid part of the joint to its free edges. During this operation, there shall be no rotation of the part not turned by the wrench.

e. Lock Pin and Collar Fasteners. The installation of lock pin and collar fasteners shall be by methods approved by the Engineer.

	Disposition of Outer Faces of Bolted Parts			
measured from	Both faces normal to faces normal to bolt axis	normal to bolt axis and other	sloped not more	

Table 403.3 – Nut Rotation From Snug Tight Condition<sup>1</sup>

head to extreme end of point		(bevel washer not used)	washers not used)
Up to and including 4 diameters	0.33 turn	0.5 turn	0.66 turn
Over 4 diameters but not exceeding 8 diameters	0.5 turn	0.66 turn	0.625 turn
Over 8 diameters but not exceeding 12 diameters <sup>2</sup>	0.66 turn	0.83 turn	1 turn

- <sup>1</sup> Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by ½ turn and less the tolerance should be plus or minus 30°, for bolts installed by 2/3 turn and more, the tolerance should be plus or minus 45°.
- <sup>2</sup> No research work has been performed by the Research Council on Riveted and Bolted Structural joints to establish the turn-of-nut procedure when bolt lengths exceed 12 diameters. Therefore, the required rotation must be determined by actual tests in a suitable tension device simulating the actual conditions.
- 4. Inspection

The Engineer will determine that the requirements of these Specifications are not in the work. When the calibrated wrench method of tightening is used, the Engineer shall have full opportunity to witness the calibration tests.

The Engineer will observe the installation and tightening of the bolts to determine that the selected tightening procedure is properly used and will determine that all bolts are tightened. The following inspection shall be used unless a more extensive or different procedure is specified:

- a. The Contractor shall use an inspecting wrench which may either be a torque wrench or a power wrench that can be accurately adjusted in accordance with the requirements of Subsection 403.3.10(3) (c) above, in the presence of the Engineer.
- b. Three bolts of the same grade, size and condition as those under inspection shall be placed individually in a calibration device capable of indicating bolt tension. Length may be any length representative of bolts used in the structure. There shall be a washer under the part turned in tightening each bolt.
- c. When the inspecting wrench is a torque wrench, each of the three bolts specified above shall be tightened in the calibration device by any convenient means to the minimum tension specified for its size in Table 403.2. The inspecting wrench shall then be applied to the tightened bolt and the torque necessary to run the nut or head 5 degrees (approximately 25.4 mm at 304.8 mm radius) in the tightening direction shall be determined. The average torque measured in the tests of three bolts shall be taken as the job inspection torque to be used in the manner specified below.
- d. When the inspecting wrench is a power wrench, it shall be adjusted so that it will tighten each of the three bolts specified to a tension at least 5 but not more than 10 percent greater than the minimum tension specified for its size in Table 403.2. This setting of wrench shall be taken as the job inspecting torque to be used in the manner specified below.
- e. Bolts, represented by the three samples bolts prescribed above, which have been tightening in the structure shall be inspected by applying, in the tightening direction, the inspecting wrench and its job inspecting torque to 10 percent of the bolts, but not less than two bolts selected at random in each connection. If no nut or bolt head is turned by this application of the job inspecting torque, the connection shall be accepted as properly tightened. If any nut or bolt head is turned by the application of the job inspecting torque, this torque shall be applied to all bolts in the connection, and all bolts whose nut or head is turned by

the job inspecting torque shall be tightened and re-inspected, or alternatively, the fabricator or erector, at his option may re-tighten all the bolts in the connection and then resubmit the connection for the specified inspection.

# 403.3.11 Welding

Welding shall be done in accordance with the best modern practice and the applicable requirements at AWS D1.1 except as modified by AASHTO "Standard Specifications for Welding of Structural Steel Highway Bridges".

### 403.3.12 Erection

- 1. General
- The Contractor shall provide the falsework and all tools, machinery and

appliances, including driftpins and fitting-up bolts, necessary for the expeditious handling of the work and shall erect the metal work, remove the temporary construction, and do all work necessary to complete the structure as required by the Contract and in accordance with the Plans and these Specifications.

If shown on the Plans or in the Special Provisions, the Contractor shall dismantle the old structure on the bridge site in accordance with Item 101, Removal of Structures and Obstructions.

### 403.3.13 Handling and Storing Materials

Materials to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Long members, such as columns and chords, shall be supported on skids placed near enough together to prevent injury from deflection. If the Contract is for erection only, the Contractor shall check the material turned over to him against the shipping lists and report promptly in writing any shortage or damage discovered. He shall be responsible for the loss of any material while in his care, or for any damage caused to it after being received by him.

### 403.3.14 Falsework

The false work shall be properly designed and substantially constructed and maintained for the loads which will come upon it. The Contractor shall prepare and submit to the Engineer working drawings for falsework and working drawings for changes in any existing structure for maintaining traffic, in accordance with Clause 45 of Part G, Div. II, Vol. I.

#### 403.3.15 Method and Equipment

Before starting the work of erection, the Contractor shall inform the Engineer fully as to the method of erection he proposes to follow, and the amount and character of equipment he proposes to use, which shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of his method or equipment or from carrying out the work in full accordance with the Plans and Specifications. No work shall be done until such approval by the Engineer has been obtained.

#### **403.3.16 Straightening Bent Materials**

The strengthening of plates, angles, other shapes and built-up members, when permitted by the Engineer, shall be done by methods that will not produce fracture or other injury. Distorted members shall be straightened by mechanical means or, if approved by the Engineer, by the carefully planned and supervised application of a limited amount of localized heat, except that heat straightening of AASHTO M 244 (ASTM A 514) or ASTM A 517 steel members shall be done only under rigidly controlled procedures, each application subject to the approval of the Engineer. In no case shall the maximum temperature of the AASHTO M 244 (ASTM A 514) or ASTM A 517 steels exceed 607.2°C, nor shall the temperature exceed 510°C at the weld metal or within 152.4 mm of weld metal. Heat shall not be applied directly on weld metal. In all other steels, the temperature of the heated area shall not exceed 648.9°C (a dull red) as controlled by temperature indicating crayons, liquids or bimetal thermometers.

Parts to be heat-straightened shall be substantially free of stress and from external forces, except stresses resulting from mechanical means used in conjunction with the application of heat. Following the straightening of a bend or buckle, the surface of the metal shall be carefully inspected for evidence of fracture.

#### 403.3.17 Assembling Steel

The parts shall be accurately assembled as shown on the working drawings and any matchmarks shall be followed. The material shall be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering which will injure or distort the members shall not be done. Bearing surfaces and surfaces to be in permanent contact shall be cleaned before the members are assembled. Unless erected by the cantilever methods, truss spans shall be erected on blocking so placed as to give the trusses proper camber. The blocking shall be left in place until the tension chord splices are fully connected with permanent fasteners and all other truss connections pinned and erection bolted. Splices of butt joints of compression members, that are milled to bear and of railing shall not be permanently fastened until the spans have been swung, except that such permanent fastening may be accomplished for the truss members at any time that joint holes are fair. Splices and field connections shall

have one-half of the holes filled with erection bolts and cylindrical erection pins (half bolts and half pins) before placing permanent fasteners. Splices and connections carrying traffic during erection shall have three-fourths of the holes so filled, unless otherwise permitted by the Engineer.

Fitting-up bolts shall be of the same nominal diameter as the permanent fasteners and cylindrical erection pins will be 1.6 mm larger.

#### 403.3.18 Riveting

Pneumatic hammers shall be used for field riveting except when the use of hand tools is permitted by the Engineer. Rivets larger than 15.9 mm in diameter shall not be driven by hand. Cup-faced dollies, fitting the head closely to insure good bearing, shall be used. Connections shall be accurately and securely fitted up before the rivets are driven.

Drifting shall be only such as to draw the parts into position and not sufficient to enlarge the holes or distort the metal. Unfair holes shall be reamed or drilled. Rivets shall be heated uniformly to a "light cherry red" color and shall be driven while hot. They shall not be overheated or burned. Rivet heads shall be full and symmetrical, concentric

with the shank, and shall have full bearing all around. They shall not be smaller than the heads of the shop rivets. Rivets shall be tight and shall grip the connected parts securely together. Caulking or recupping will not be permitted. In removing rivets, the surrounding metal shall not be injured. If necessary, they shall be drilled out.

# 403.3.19 Pin Connections

Pilot and driving nuts shall be used in driving pins. They shall be furnished by the Contractor without charge. Pins shall be so driven that the members will take full bearing on them. Pin nuts shall be screwed up tight and the threads burred at the face of the nut with a pointed tool.

# 403.3.20 Setting Shoes and Bearings

Shoes and bearing shall not be placed on bridge seat bearing areas that are improperly finished, deformed, or irregular. They shall be set level in exact position and shall have full and even bearing. The shoes and bearing plates may be set by either of the following methods:

1. Method 1

The bridge seat bearing area shall be heavily coated with red lead paint and then covered with three layers of 405 to 472 g/m<sup>2</sup> duck, each layer being coated thoroughly on its top surface with red lead paint. The shoes and bearing plates shall be placed in position while the paint is plastic.

As alternatives to canvas and red lead, and when so noted on the Plans or upon written permission by the Engineer, the following may be used:

- a. Sheet lead of the designated thickness
- b. Preformed fabric pad composed of multiple layers of 270 g/m<sup>2</sup> duck impregnated and bound with high quality natural rubber or of equivalent and equally suitable materials compressed into resilient pads of uniform thickness. The number of plies shall be such as to produce the specified thickness, after compression and vulcanizing.

The finished pads shall withstand compression loads perpendicular to the plane of the laminations of not less than 7 kg/mm<sup>2</sup> without detrimental reduction in thickness or extension.

- c. Elastomeric bearing pads
- 2. Method 2

The shoes and bearing plates shall be properly supported and fixed with grout. No load shall be placed on them until the grout has set for at least 96 hours, adequate provision being made to keep the grout well moistened during this period. The grout shall consist of one part Portland Cement to one part of fine-grained sand.

The location of the anchor bolts in relation to the slotted holes in expansion shoes shall correspond with the temperature at the time of erection. The nuts on anchor bolts at the expansion ends shall be adjusted to permit the free movement of the span.

# 403.3.21 Preparing Metal Surfaces for Painting

All surfaces of new structural steel which are to be painted shall be blast cleaned unless otherwise specified in the Special Provisions or approved in writing by the Engineer.

In repainting existing structures where partial cleaning is required, the method of cleaning will be specified in the Special Provision.

The steel surfaces to be painted shall be prepared as outlined in the "Steel Structures Painting Council Specifications" (SSPC) meeting one of the following classes of surface preparation.

- a. SSPC SP 5 White Metal Blast Cleaning
- b. SSPC SP 6 Commercial Blast Cleaning
- c. SSPC SP 8 Pickling
- d. SSPC SP 10 Near White Blast Cleaning

Blast cleaning shall leave all surfaces with a dense and uniform anchor pattern of not less than one and one-half mills as measured with an approved surface profile comparator.

Blast cleaned surfaces shall be primed or treated the same day blast cleaning is done. If cleaned surface rust or are contaminated with foreign material before painting is accomplished, they shall be recleaned by the Contractor at his expense.

When paint systems No. 1 or 3 are specified, the steel surfaces shall be blast cleaned in accordance with SSPC – SP – 10. When paint systems No. 2, 4 or 5 are specified, the steel surface shall be blast cleaned in accordance with SSPC – SP – 6.

# 403.3.22 System of Paint

The paint system to be applied shall consist of one as set forth in Table 403.4 and as modified in the Special Provisions.

### 403.3.23 Painting Metal Surfaces

1. Time of Application

The prime coat of paint or pretreatment when specified, shall be applied as soon as possible after the surface has been cleaned and before deterioration of the surface occurs. Any oil, grease, soil, dust or foreign matter deposited on the surface after the surface preparation is completed shall be removed prior to painting. In the event the rusting occurs after completion of the surface preparation, the surfaces shall be again cleaned.

Particular care shall be taken to prevent the contamination of cleaned surfaces with salts, acids, alkali, or other corrosive chemicals before the prime coat is applied and between applications of the remaining coats of paint. Such contaminants shall be removed from the surface. Under these circumstances, the pretreatments or, in the absence of a pretreatment, the prime coat of paint shall be applied immediately after the surface has been cleaned.

2. Storage of Paint and Thinner

All paint and thinner should preferably be stored in a separate building or room that is well ventilated and free from excessive heat, sparks, flame or the direct ray of the sun.

All containers of paint should remain unopened until required for use. Containers which have been opened shall be used first.

Paint which has livered, gelled, or otherwise deteriorated during storage shall not be used. Thixotropic materials which may be stirred to attain normal consistency are satisfactory.

3. Mixing and Thinning

All ingredients in any container of paint shall be thoroughly mixed before use and shall be agitated often enough during application to keep the pigment in suspension.

Paint mixed in the original container shall not be transferred until all settled pigment is incorporated into the vehicle. This does not imply that part of the vehicle cannot be poured off temporarily to simplify the mixing.

Mixing shall be by mechanical methods, except that hard mixing will be permitted for container up to 19 litres in size.

Mixing in open containers shall be done in a well ventilated area away from sparks or flames.

Paint shall not be mixed or kept in suspension by means of an air stream bubbling under the paint surface.

When a skin has formed in the container, the skin shall be cut loose from the sides of the container, removed, and discarded. If such skins are thick enough to have a practical effect on the composition and quality of the paint, the paint shall not be used. The paint shall be mixed in manner which will insure breaking up of all lumps, complete dispersion of settled pigment, and a uniform composition. If mixing is done by hand, most of the vehicle shall be poured off into a clean container. The pigment in the paint shall be lifted from the bottom of the container with a broad, flat paddle, lumps shall be broken up, and the pigment thoroughly mixed with the vehicle. The poured off vehicle shall be returned to the paint with simultaneous stirring, or pouring repeatedly from one container to another until the composition is uniform. The bottom of the container shall be inspected for unmixed pigment. Tinting pastes or colors shall be wetted with a small amount of thinner, vehicle, or paint and thoroughly mixed. The thinned mixture shall be added to the large container of paint and mixed until the color is uniform.

Paint which does not have a limited pot life, or does not deteriorate on standing, may be mixed at any time before using, but if settling has occurred, it must be remixed immediately before using. Paint shall not remain in spray pots, painter's buckets, etc., overnight, but shall be gathered into a container and remixed before use.

No thinner shall be added to the paint unless necessary for proper application. In no case shall more than 0.5 litres of thinner be added per 3.8 litres unless the paint is intentionally formulated for greater thinning.

The type of thinner shall comply with the paint specification.

When the use of thinner is permissible, thinner shall be added to paint during the mixing process. Painters shall not add thinner to paint after it has been thinned to the correct consistency.

All thinning shall be done under supervision of one acquainted with the correct amount and type of thinner to be added to the paint.

	Paint System				
	1	2		4	5
High Pollution or Coastal	х	Х	Х		
Mild Climate				х	
					Х

Table 403.4 – Paint System

Note:

- 1. Paint system shown for severe areas are satisfactorily in less severe areas.
- 2. Coastal within 304.8 m of ocean or tidal water.

High pollution-air pollution environment such as industrial areas. Mild-other than coastal areas not in air pollution environment.

All structural steel shall be painted by one of the following systems. The required system or choice of systems will be shown in the Contract.

System 4 is intended for use in mild climates or to repaint existing structures where the other systems are not compatible.

Coating Thickness	Specifications	Min. Dry Film		
System 1 – Vinyl Paint System				
Wash Prime	708.03 (b)	12.7		
Intermediate Coat	708.03 (b)	38.10 - 50.80		
3 <sup>rd</sup> Coat	708.03 (b)	38.10 - 50.80		
4 <sup>th</sup> Coat	708.03 (b)	38.10 - 50.80		
Finish Coat	708.03 (b)	38.10 - 50.80		
Total thickness 165.10 – 203.20				
System	n 2 – Epoxy-Polymide Sys	stem		
Prime Coat	708.03 (c)	50.80 - 76.20		
Intermediate Coat	708.03 (c)	50.80 - 76.20		
3 <sup>rd</sup> Coat	708.03 (c)	50.80 - 76.20		
Finish Coat	708.03 (c)	38.10 - 50.80		

Total thickness	190.50 279.40	-
* The third coat may be eliminated in mild climated in mi	ates	

Coating Thickness	Specifications	Min. Dry Film
System 3 – Inorganic Zinc-Rich Coating System		
Prime Coat	708.03(d)	88.90 - 127
Epoxy Intermediate Coat	708.03 (d)	40.80 - 76.20
Finish Coat	708.03 (d)	38.10 - 50.80
	Total thickness	177.80 – 254
Alternate System		
Prime Coat	708.03 (d)	88.90 - 127
Wash Primer Tie Coat	708.03 (d)	12.70
Finish Coat	708.03 (d)	38.10 - 50.80
	Total thickness	139.70 - 190.50
System 4 – Alkyd-Oil-Basic Lead-Chromate System		
Prime Coat	708.03 (e)	38.10 - 50.80
Intermediate Coat	708.03 (e)	38.10 - 50.80
Finish Coat	708.03 (e)	38.10 - 50.80
	Total thickness	114.30 - 152.40
* The paint system may be specified as four coats for new structure steel in mild climate, with a minimum thickness of 152.40 mm.		
System 5 – Organic Zinc-Rich Paint System		

Prime Coat	708.03 (f)	38.10 - 50.80
Intermediate Coat	708.03 (f)	50.80 - 63.50
Wash Primer Tie Coat	708.03 (f)	12.70
Finish Coat	708.03 (f)	38.10 - 50.80
	Total thickness	139.70 - 177.80

#### 4. Application of Paint

#### a. General

The oldest of each kind of paint shall be used first. Paint shall be applied by brushing or spraying or a combination of these methods. Daubers or sheepskins may be used when no other method is practicable for proper application in places of difficult access. Dipping, roller coating, or flow coating shall be used only when specifically authorized. All paints shall be applied in accordance with the manufacturer's instructions.

Open seams at contact surfaces of built up members which would retain moisture shall be caulked with red lead paste, or other approved material, before the second undercoat of paint is applied.

Paint shall not be applied when the surrounding air temperature is below 4.4°C. Paint shall not be applied when the temperature is expected to drop to 0°C before the paint has dried. Paint shall not be applied to steel at a temperature over 51.7°C unless the paint is specifically formulated for application at the proposed temperature, nor shall paint be applied to steel which is at a temperature that will cause blistering or porosity or otherwise will be detrimental to the life of the paint.

Paint shall not be applied in fog or mist, or when it is raining or when the relative humidity exceeds 85 percent. Paint shall not be applied to wet or damp surfaces.

When paint must be applied in damp or cold weather, the steel shall be painted under cover, or protected, or sheltered or the surrounding air and the steel heated to a satisfactory temperature. In such cases, the above temperature and humidity conditions shall be met. Such steel shall remain under cover or be protected until dry or until weather conditions permit its exposure.

Any applied paint exposed to excess humidity, rain or condensation shall first be permitted to dry. Then damaged areas of paint shall be removed, the surface again prepared and then repainted with the same number of coats of paint of the same kind as the undamaged areas.

If stripe painting is stipulated in the Special Provisions or if the Contractor chooses to do so at his option, all edges, corners, crevices, rivets, bolts, weld and sharp edges shall be painted with the priming paint by brush before the steel receives first full prime coat of paint. Such striping shall extend for at least 25.4 mm from the edge. When practicable, this stripe coat shall be permitted to dry before the prime coat is applied, otherwise the stripe coat shall set to touch before the full prime coat is applied. However, the stripe coat shall not be permitted to dry for a period of long enough to allow rusting of the unprimed steel. When desired, the stripe coat may be applied after a complete prime coat.

To the maximum extent practicable, each coat of paint shall be applied as continuous film of uniform thickness free of pores. Any thin spots or areas missed in the application shall be repainted and permitted to dry before the next coat of paint is applied. Film thickness is included in the description of paint systems. Each coat of paint shall be in a proper state of cure or dryness before application of the succeeding coat.

### b. Brush Application

Paint shall be worked into all crevices and corners where possible and surfaces not accessible to brushes shall be painted by spray, doubers, or sheepskins. All runs or rags shall be brushed out. There shall be a minimum of brush marks left in the paint.

c. Spray Application of Paint

The equipment used for spray application of paint shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gages. The air caps, nozzles, and needles shall be those recommended by the manufacturer of the equipment for the material being sprayed. The equipment shall be kept in satisfactory condition to permit proper paint application. In closed or recirculating paint spray system, where gas under pressure is used over the liquid, the gas shall be an inert, one such as nitrogen. Traps or separators shall be provided to remove oil and water from the compressed air. These traps or separators shall be adequate size and shall be drained periodically during operations. The air from the spray gun impinging against the surface shall show no water or oil.

Paint ingredients shall be kept properly mixed in the spray pots or containers during paint applications either by continuous mechanical agitation or by intermittent agitation as frequently as necessary.

The pressure on the material in the pot and of the air at the guns shall be adjusted for optimum spraying effectiveness. The pressure on the material in the pot shall be adjusted when necessary for changes in elevation of the gun above the pot. The atomizing air pressure at the gun shall be high enough to atomize the paint properly but not so high as to cause excessive fogging of paint, excessive evaporation of solvent or loss by overspray.

Spray equipment shall be kept sufficiently clean so that dirt, dried paint and other foreign material are not deposited in the paint film. Any solvents left in the equipment shall be completely removed before applying paint to the surface being painted.

Paint shall be applied in uniform layer, with overlapping at the edge of the spray pattern. The spray shall be adjusted so that the paint is deposited uniformly. During application, the gun shall be held perpendicular to the surface and at a distance which will insure that a wet layer of paint is deposited on the surface. The trigger of the gun should be released at the end of each stroke. All rums and sags shall be brushed out immediately or the paint shall be removed and the surface repainted. Spray application of prime coats shall in all cases be immediately followed by brushing

Areas inaccessible to the spray gun shall be painted by brush, if not accessible by brush, daubers or sheepskins shall be used. Brushes shall be used to work paint into cracks, crevices and blind spots where are not adequately painted by spray.

# d. Shop Painting

Shop painting shall be done after fabrication and before any damage to the surface occurs from weather or other exposure. Shop contact surfaces shall not be painted unless specified.

Surfaces not to be in contact but which will be inaccessible after assembly shall receive the full paint system specified or three shop coats of the specified before assembly.

The areas of steel surfaces to be in contact with concrete shall not be painted, unless otherwise shown on the Plans, the areas of steel surfaces to be in contact with wood shall receive either the full paint coats specified or three shop coats of the specified primer.

If paint would be harmful to a welding operator or would be detrimental to the welding operation or the finished welds, the steel shall not be painted within a suitable distance from the edges to be welded. Welding through inorganic zinc paint systems will not be permitted unless approved by the Engineer.

Antiweld spatter coatings shall be removed before painting. Weld slag and flux shall be removed by methods at least as effective as those specified for the cleaning.

Machine-finished or similar surfaces that are not to be painted, but do not require protections, shall be protected with a coating of rust inhibitive petroleum, other coating which may be more suitable, for special conditions.

Erection marks and weight marks shall be copied on area that have been previously painted with the shop coat.

### e. Field Painting

Steel structures shall be painted as soon as practicable after erection.

Metal which has been shop coated shall be touched up with the same type of paints as the shop coat. This touch-up shall include cleaning and painting of field connections, welds, rivets and all damaged or defective paint and rusted areas. The Contractor may, at his option, apply an overall coat of primer in place of touch-up spot painting.

Surfaces (other than contact surfaces) which are accessible before erection but which will not be accessible after erection shall receive all field coats of paint before erection.

If possible the final coat of paint shall not be applied until all concrete work is finished. If concreting or other operations damage any paint, the surfaces shall be cleaned and repainted. All cement or concrete spatter and dripping shall be removed before any paint is applied.

Wet paint shall be protected against damage from dust or other detrimental foreign matter to the extent practicable.

### f. Drying of Painted Metal

The maximum practicable time shall be allowed for paint to dry before recoating or exposure. No drier shall be added to paint on the job unless specifically called for in the Specifications for the paint. No painted metal shall be subjected to immersion before the paint is dried through. Paint shall be protected from rain, condensation, contamination, and freezing until dry, to the fullest extent practicable. g. Handling of Painted Steel

Painted steel shall not be handled until the paint has dried, except for necessary handling in turning for painting or stacking for drying.

Paint which is damaged in handling shall be scraped off and touched-up with the same number of the coats and kinds of paint as were previously applied to the steel.

Painted steel shall not be loaded for shipment or shipped until it is dry.

Precautions shall be taken to minimize damage to paint films resulting from stocking members.

- 5. Measurement of Dry Film Thickness of Paints
  - a. Instrumentation

Dry paint film thickness shall be measured using Pull-Off (Type 1) or Fixed Probe (Type 2) Magnetic Gages. Type 1 gages include Tinsley, Elcometer, Microtest and Inspector models. Type 2 gage include Elcometric, Minitector, General Electric, Verimeter and Accuderm models.

- b. Calibration
  - 1. Type 1 (Pull-Off) Magnetic Gages

Measure the coating thickness on a series of reliable standards covering the expected range of paint thickness. Record the calibration correction either plus (+) or minus (-) required at each standard thickness. To guard against gage drift during use, re-check occasionally with one or more of the standards. When the gage adjustment has drifted so far that large corrections are needed, it is advisable to re-adjust closer to the standard values and re-calibrate.

For Type 1 gages, the preferred basic standards are small, chromeplated steel panels that may be available from the National Bureau of Standards in coating thickness from 12.70 mm to 203.20 mm.

Plastic shims of certified thickness in the appropriate ranges may also be used to calibrate the gages. The gage is held firmly enough to press the shim tightly against the steel surface. Record the calibration correction as above.

# 2. Type 2 (Fixed Probe) Magnetic Gages

Shims of plastic or non-magnetic metals laid on the appropriate steel base (at least 76.2 x 76.2 x 3.2 mm) are suitable working standards. These gages are held firmly enough to press the shim tightly against the steel surface. One should avoid excessive pressure that might indent the plastic or, on a blast cleaned surface, might impress the steel peaks into the undersurface of the plastic.

The National Bureau of Standards – standards panels shall not be used to calibrate Type 2 gages.

#### c. Measurement Procedures

To determine the effect of the substrate surface condition on the gage readings, access is required to some unpainted areas.

Repeated gage readings, even at points close together, may differ considerably due to small surface irregularities. Three gage readings should therefore be made for each spot measurement of either the substrate or the paint. Move the probe a short distance for each new gage reading. Discard any unusually high of flow gage reading that cannot be repeated consistently. Take the average of the three gage readings as the spot measurement.

1. Measurement with Type 1 (Pull-Off) Gage

Measure (A), the bare substrate, at a number of spots to obtain a representative average value. Measure (B), the dry paint film, at the specified number of spots.

Correct the (A) and (B) gage readings or averages as determined by calibration of the gage. Subtract the corrected readings (A) from (B) to obtain the thickness of the paint above the peaks of the surface.

2. Measurement with Type 2 (Fixed Probe) Gage

Place a standard shim of the expected paint thickness on the bare substrate that is to be painted. Adjust the gage in place on the shim so that it indicates the known thickness of the shim.

Conform the gage setting by measuring the shim at several other area of the bare substrate. Re-adjust the gage as needed to obtain an average setting representative of the substrate.

With the gage adjustment as above, measure the dry paint film at three points. The gage readings indicate the paint film thickness at the three points. The gage readings indicate the paint thickness above the peaks of the surface profile.

Re-check the gage setting at frequent intervals during a long series of measurements. Make five separate spot measurements spaced evenly over each section of the structure 9.29 square metres in area, or of other area as may be specified. The average of five spot measurements for each such section shall not be less than the specified thickness. No single spot measurement (average of three readings) in any section shall be less than 80% of the specified thickness. Since paint thickness is usually specified (or implied) as a minimum, greater thickness that does not cause defects of appearance or functions such as mud cracking, wrinkling, etc., is permitted unless otherwise specified.

d. Special Notes

All of the above magnetic, if properly adjusted and in good condition, are inherently accurate to within +15% of the true thickness of the coating.

Much larger, external errors may be caused by variations in method of use of the gages or by unevenness of the surface of the substrate or of the coating. Also, any other film present on the steel (rust or mill scale or even a blast cleaned profile zone) will add to the apparent thickness of the applied paint film.

The surface of the paint and the probe of the gage must be free from dust, grease and other foreign matter in order to obtain close contact of the probe with the paint and also to avoid adhesion of the magnet. The accuracy of the measurement will be affected if the coating is tacky or excessively soft.

The magnetic gages are sensitive to geometrical discontinuities of the steel, as at holes, corners or edges. The sensitivity to edge effects and discontinuities varies from gage to gage. Measurements closer than 25.4 mm from the discontinuity may not be valid unless the gage is calibrated specifically for that location.

Magnetic gage readings also may be affected by proximity to another mass of steel close to the body of the gage, by surface curvature and presence of other magnetic fields.

All of the magnets or probe must be held perpendicular to the painted surface to produce valid measurements.

### 403.3.24 Clean-up

Upon completion and before final acceptance, the Contractor shall remove all falsework, falsework piling down to at least 609.6 mm below the finished ground line, excavated or unused materials, rubbish and temporary buildings. He shall replace or renew any fences damaged and restored in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work and shall leave the work site and adjacent highway in a neat and presentable condition, satisfactory to the Engineer. All excavated material or falsework placed in the stream channel during construction shall be removed by the Contractor before final acceptance.

#### 403.4 Method of Measurement

#### 403.4.1 Unit Basis

The quantity of structural steel to be paid for shall be the number of kilos complete in place and accepted. For the purpose of measurement for payment components fabricated from metals listed in (1) below, such as casting, alloy steels, steel plates, anchor bolts and nuts, shoes, rockers, rollers, pins and nuts, expansion dams, roadway drains and souppers, welds metal, bolts embedded in concrete, cradles and brackets, posts, conduits and ducts, and structural shapes for expansion joints and pier protection will be considered as structural steel.

Unless otherwise provided, the mass of metal paid for shall be computed and based upon the following mass:

Aluminum, cast or rolled	2771.2
Bronze or copper alloy	8585.9
Copper sheet	8938.3
Iron, cast	7128.2
Iron, malleable	7528.7

# 1. Unit Density $kg/m^3$

Lead, sheet	11229
Steel, cast or rolled, including alloy copper bearing and stainless	7849
Zinc	7208.3

# 2. Shapes, Plates Railing and Flooring

The mass of steel shapes and plates shall be computed on the basis of their nominal mass and dimensions as shown on the approved shop drawings, deducting for copes, cuts and open holes, exclusive of rivets holes. The mass of all plates shall be computed on the basis of nominal dimensions with no additional for overrun.

The mass of railing shall be included as structural steel unless the Bill of Quantities contains as pay item for bridge railing under Item 401, Railings.

The mass of steel grid flooring shall be computed separately.

3. Casting

The mass of casting shall be computed from the dimensions shown on the approved drawings, deducting for open holes. To this mass will be added 5 percent allowable for fillets and overruns. Scale mass may be substituted for computed mass in the case of castings of small complex parts for which accurate computations of mass would be difficult.

4. Miscellaneous

The mass of erection bolts, shop and field paint, galvanizing the boxes, crates and other containers used for shipping, together with sills, struts, and rods used for supporting members during the transportation, bridge hardware as defined in Subsection 402.2.2 excluding steel plates and bearings, connectors used for joining timber members, nails, spikes and bolts, except anchor bolts will be excluded.

# 5. Rivets Heads

The mass of all rivet heads, both files and shop, will be assumed as follows:

Diameter rivet	of	kg per heads	100
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(mm)	
12.7	1.80
15.9	3.20
19.0	5.44
22.2	8.16
25.4	11.80
28.6	16.33
31.7	21.8

# 6. High-Strength Bolts

High-strength steel bolts shall be considered for purpose of payment, the same as rivets of the same diameter, with the mass of the bolt heads and nuts the same as the corresponding rivet heads.

# 7. Welds

The mass of shop and field fillet welds shall be assumed as follows:

Size of Weld (mm)	kg per linear metre
6.3	0.984
7.9	1.213
9.5	1.771
12.7	2.690
5.9	3.936
19.0	5.379

22.2	7.314
25.4	9.774

The mass of other welds will be computed on the basis of the theoretical volume from dimensions of the welds, with an addition of 50 mass percent as an allowance for overrun.

### 8. Other Items

The quantities of other Contract Items which enter into the completed and accepted structure shall be measured for payment in the manner prescribed for the Items involved.

### 403.4.2 Lump Sum Basis

Lump sum will be the basis of payment unless noted otherwise in the bidding documents. No measurements of quantities will be made except as provided in Subsection 403.5.1 (4).

### 403.5 Basis of Payment

### 403.5.1 Structural Steel

### 1. Furnished, Fabricated and Erected

The quantity, determined as provided above, shall be paid for at the contract unit price per kilogram for "Structural Steel, furnished, fabricated and erected", which price and payment shall constitute full compensation for furnishing, galvanizing, fabricating, radiographing, magnetic particle inspection, delivering, erecting ready for use, and painting all steel and other metal including all labor, equipment, tools and incidentals necessary to complete the work, except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

#### 2. Furnished and Fabricated

When a quantity and unit price for "Structural Steel, furnished and fabricated" are shown in the Bill of Quantities, the quantity, determined as provided above, will be paid for at the contract unit price per kilogram which price and payment shall be full compensation for furnishing, galvanizing, fabricating, radiographing, magnet particle inspection, shop painting and delivering the structural steel and other metal free of charges at the place designated in the Special Provisions and for all labor, equipment, tools and incidentals necessary to complete the work, save erection and except as provided in Subsection 403.5.2, 403.5.3 and 403.5.4.

#### 3. Erected

When a quantity and unit price for "Structural Steel Erected" are shown in the Bill of Quantities, the quantity, determined as provided above, will be paid for at the said contract unit price per kilogram which price and payment shall be full compensation for unloading all the structural steel and other metal, payment of any demurrage charges, transporting to the bridge site, erecting, magnetic particle inspection and radiographing, complete ready for use including furnishing and applying the field paint including all labor, equipment, tools and incidentals necessary to complete the work, save furnishing and fabrication, and except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

#### 4. Lump Sum

When the Bill of Quantities calls for lump sum price for "Structural Steel, furnished, fabricated and erected", the Item will be paid for at the contract lump sum price and payment shall be full compensation for furnishing, fabricating and erecting material and for all work herein before prescribed in connection therewith, including all labor, equipment, tools and incidentals necessary to complete the work, except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

The estimate of the mass of structural steel shown on the Plans is approximate only and no guarantee is made that it is the correct mass to be furnished. No adjustment in the contract price will be made if the mass furnished is more or less than estimated mass. If changes in the work are ordered by the Engineer, which vary the mass of steel to be furnished, the lump sum payment shall be adjusted as follows:

- a. The value per kilogram of the increase or decrease in mass of structural steel involved in the change shall be determined by dividing the contract lump sum amount by the estimate of mass shown on the Plans. The adjusted contract lump sum payment shall be the contract lump sum plus or minus the value of the steel involved in the change, and no additional compensation shall be made on account of said change.
- b. Full-size members which are tested in accordance with the Specifications when such tests are required by the Contract, shall be paid for at the same rate as for comparable members in the structure. Members which fail to meet the Contract requirements, and members rejected as a result of test shall not be paid for.

# 403.5.2 Material Considered as Structural Steel

For the purpose of Subsection 403.5.1 and unless otherwise shown on the Plans, castings, forgings, special alloy steels and steel plates, wrought iron, and structural shapes of expansion joints and pier protection shall be considered as structural steel except that when quantities and unit price for certain alloy steels, forgings, castings or other specific categories of metal are called for in the Bill of Quantities, the mass of such selected material, determined as provided above, shall be paid for at the respective contract unit price per kilogram for "Structural Steel (Alloy steel, forgings, castings, and/or other category), furnished and fabricated, and erected" or "Structural Steel (Subsection 403.4.1), furnished and fabricated" as named in the Bill of Quantities.

# 403.5.3 Other Items

The quantities of all other Contract Items which enter into the completed and accepted structure shall be paid for at the contract unit prices for the several Pay Items as prescribed for the Items involved.

### 403.5.4 Payment as Reinforcing Steel

When the Bill of Quantities does not contain a pay item for structural steel, the quantities of metal drains, scuppers, conduits, ducts and structural shapes for expansion

joints and pier protection, measured as provided above will be paid for as Reinforcing Steel under Item 404.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
403 (1)	Structural Steel, furnished, fabricated and erected	kilogram
403 (2)	Structural Steel, furnished, fabricated and erected	kilogram
403 (3)	Structural Steel, furnished, fabricated	kilogram
403 (4)	Structural Steel, furnished, fabricated	kilogram
403 (5)	Structural Steel erected	kilogram
403 (6)	Structural Steel erected	kilogram
403 (7)	Structural Steel, furnished, fabricated and erected	kilogram

Where separate payment is to be made for certain metals or for certain particular components, other than under the general provision for structural steel, designation of those particular cases shall be inserted in the spaces provided in the pay names for Item 403 (2), 403 (4) or 403 (6), as the case may be.

# **ITEM 1001 - STORM DRAINAGE AND SEWERAGE SYSTEM**

# 1001.1 Description

This Item shall consist of furnishing all materials, equipment and labor for the complete installation of the storm drainage system to include all piping's, gutters, canals, catch basins, junction boxes, hand holes, manholes and other appurtenant structures, and sewerage system to include all sanitary sewer piping and septic vault where no public sewer exist, from the building to the point of discharge.

1001.2 Material Requirements

1001.2.1 Materials for storm drainage system shall meet the requirements specified in the following standard specifications:

Portland Cement	ASTM C-150
Fine and Coarse Aggregate	ASTM C-33
Reinforcing Steel	ASTM A-615
Non-reinforced Concrete Pipes	ASTM C-14
Reinforced Concrete Pipes	ASTM C-76 (AASHTO M-86)
Cast Iron Pipes (for conductors	ASTM A-74
and downspout)	
Galvanized IronPipesScheduled 40	ASTM A-120
(for conductors and downspouts)	
Polyvinyl Chloride (PVC)	ASTM 2729
(for conductors and downspouts)	

Where the covers for catch basins, junction boxes, manholes and canals for gratings are required same shall be made of wrought iron and of the dimensions as shown on the Plans.

1001.2.2 Materials for sewerage system shall meet the requirements specified in the following standard specifications:

Cast Iron Pipes and Fittings	ASTM A-74
Pig Lead(for securing and sealing joint)	ASTM B 29-77
PVC Pipes and Fittings (where called in Plans)	ASTM 01784
Solvent Cement (for securing PVC joints)	ASTM 02564

Where PVC pipes and fittings are used, joints shall be secured with rubber "0" ring or solvent cement, as the case maybe.

Oakum for joints in bell and spigot pipes shall be made from hemp fiber, braided or twisted and oil impregnated free from lumps, dirt and extraneous matter.

1001.3 Construction Requirements

1001.3.1 Installation of Pipes

Under no circumstances shall pipes shall be laid under water and when the trench condition or the weather is unsuitable for such work.

a. Bedding. Materials such as sand, sandy soil or any approved material shall be used to provide a firm foundation of uniform density. The bedding shall have a minimum thickness equivalent to one-fourth (1/4) of the pipe's diameter.

b. Laying of Pipes. Proper facilities shall be provided for lowering and' placing pipes into trenches in order to preclude damage. Laying of pipes shall start upgrade with the spigot end of bell-and-spigot pipe, or the tongue end of tongue-and-groove pipe, positioned towards the direction of the flow. The pipes shall be laid in accordance with the grades and alignments shown in the Plans.

The spigots or tongues shall be adjusted in bells or grooves to provide uniform space around joints to receive mortar. Blocking or wedging between spigot and bell or between tongue and groove to attain proper spacing shall be allowed provided such blocking/wedging shall not interfere and shall not affect the water tightness of the joint.

c. Bell and Spigot Joint for Drain Pipe. The first pipe shall be properly bedded at the required grade. Just below the spigot of the first unit, a sufficient space shall be provided for engaging the bell end of the second pipe. The spigot shall be carefully cleaned with a wet brush and the upper exterior portion applied with mortar to such a thickness as to bring the inner surfaces of the abutting pipes flush and even. The bell end of the second pipe shall be cleaned with a wet brush and uniformly matched with the spigot of the first pipe so that the sections are closely fitted. After the second pipe is laid, the remainder of the joint shall be fitted with mortar, and a bead shall be formed around the outside of the joints with sufficient amount of additional mortar. The inside of the joints shall be wiped and finished smooth. The mortar bead on the outside shoii immediately be protected with a cover of wet burlap or wet earth for at least three (3) days for curing.

d. Tongue and Groove Joint for Concrete Pipe. The first pipe shall be properly bedded. A shallow excavation shall be made underneath the joint and filled with mortar to provide a bed second pipe. The tongue end of the first pipe shall be carefully cleaned with wet brush and soft mortar applied around the upper half of the tongue. After cleaning and positioning the second pipe close to the first, mortar shall be applied around the lower half of the groove. With just sufficient thrust, the second pipe shall be brought in close contact with the first until mortar is squeezed out of the joint. Sufficient mortar shall be used to fill the joint and to form a bead on the outside.

e. Mortar for Joint. Mortar shall be a mixture of Portland Cement, sand and water mixed in the proportion by volume of one part cement to two parts of clean sand with just sufficient amount of water for plasticity.

f. Leaded Joints of Cast Iron Pipes. Joints of cast iron pipes shall be packed with braided or twisted oil-impregnated hemp or oakum, properly caulked around the joint. The packing shall be at least 20mm below the rim of the hub or bell and this space shall be filled with molten pig lead in one continuous pouring. The "ring" of pig lead formed around the joint shall be properly caulked by appropriate caulking tools to render the joints watertight.

1001.3.2 Concrete structures. Concrete structures such as catch basins, canal gutters, junction boxes and manholes for the drainage system, and septic vault for sewerage system, shall be constructed in accordance with the Plans and Specifications on Concrete Work.

### 1001.3.2 Sewer Connections and Clean-Outs

a.The outlet of the septic vault shall be connected to the street drain or to other discharge point where no sanitary sewer exists. Connection with the sanitary sewer shall not be made without the permission of the proper authorities, but shall be made in such amanner that any and all the service water, as well as house and other liquid wastes, will flow to the sanitary sewer. Provided, that isolated faucets used exclusively for garden purposes may, in the discretion of the proper authorities, be allowed not to flow into the sanitary sewer. b. Clean-outs or rodding holes consisting of cast iron extensions with long sweep elbow fittings shall be provided at the ends of runs and at every change of directions. Clean-outs shall be capped with cast brass ferrules with threads and screwed-on removable brass plugs.Clean-outs extended outside the building and raised to the level of finished grade shall be terminated with the same cast brass ferrule with brass plug set into a concrete slab shall be 150mm thick and 300mm square, finish flush with grade.

### 1001.3.4 Incidental Earthwork

Incidental earthwork for the storm drainage and sewerage systems, such as excavation and backfilling shall be undertaken in accordance with applicable part of Excavation Filling and Grading.

### 1001.3.5 Inspection and Quality Control

Materials shall be inspected and accepted as to quality before same are installed. Piping'sinstalled in trenches shall first be inspected, tested and approved by the Engineer before these are covered or backfilled. All defects/ lakes disclosed by the water test shall be remedied to the satisfaction of the Engineer and any extra cost shall be at the expense of the Contractor.

### 1001.4 Method of Measurement

Pipes, culverts, gutters, canals and gratings installed in place and accepted by the Engineer, shall be measured by the meter along their axes. Catch basins, junction boxes, manholes and septic vault shall be measured by the number of units constructed and accepted.

### 1001.5 Basis of Payment

The quantities as determined in sub-section 1001.4 shall be paid at the contract unit price for each of the Items which shall constitute full compensation for all materials, labor, tools and equipment and all other incidentals necessary to complete the Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1001.2 (a)	Pipe (kind and size)	meter
1001.2 (b)	Fitting (kind and size)	each
1001.2 (c)	Concrete Gutter	meter
1001.2 (d)	Concrete Canal	meter

1001.2 (e)	W. I. Grating	meter
1001.2 (f)	Catch Basin	each
1001.2 (g)	Junction Box	each

# **ITEM 1005 - STEEL WINDOWS**

#### 1005.1 Description

This Item shall consist of all fabricated steel windows fully equipped with fixing accessories and locking devices as shown on the Plans and in accordance with this Specification.

### 1005.2 Material Requirements

All members shall be of hot-rolled, low carbon, new billet steel, heavy section with depth of at least 33mm and web thickness of at least 3mm. Frame members shall be of equal leg design section only at points where called for or shown on detailed drawings. Continuous angle fins, as indicated shall be furnished. Zee type section of special design with offset permitting down turned leg of the ventilator member to seat flush when ventilator is in a fully closed position, shall be used for frame at sills.Ventilator members shall be special angle shape. Frames of ventilator members shall have integral weather baffles providing double flat parallel weathering contacts of not less than 6mm width on all four sides of the ventilator. Muntins shall be 25mm by 25mm rolled-tee sections. All members to be used shall conform to the specification requirements of ASTM A "505. The frame member shall afford not less than 16mm continuous anchorage to surrounding masonry. Unless otherwise specified/or indicated on Plan as residential casement, special size of section shall be used.

#### 1005.2.1 Residential Casement

Sections shall be hot rolled new billet steel special design. Frame and ventilator members shall be specially designed zee sections, not less than 25 mm in depth and not less than 3 mm in thickness, with weathering baffles rolled integrally to provide continuous double contact between frame and casement ventilator members. Muntins shall be 19mm by 19 mm rolled tee-sections. Side hung hinges shall be of extension friction type welded to both frame and ventilator with friction washers and steel acorn-nuts.

#### 1005.2.2 Heavy Duty Side-hinged Ventilator

Frame and ventilator members shall be specially designed zee section not less than 33 mm in depth and not less than 3 mm in thickness, with weathering baffles rolled integrally to provide continuous double contact between frame and side-hinged ventilator members. Muntin shall be 25 mm by 25 mm rolled tee-sections. Simplex-type hinges shall be of extension friction

type with bronze friction washers and rust proofed steel acorn-nuts., hinged design shall provide ferrous to nonferrous contacts between all movable surfaces. Hinges shall be welded to both frame and ventilator.

1005.2.3 Projected Ventilators

All members shall be hot rolled new billet steel window. Frames and ventilator sections shall be special angle shape and not less than 33 mm deep from front to back not less than 3 mm in thickness.Weathering projections, overlapping, parallel contacts at both insides and outside points of closure on all four sides of the ventilator shall be 6 mm.

1005.2.4 Awning ventilators (for series of ventilators operating simultaneously)

Frame, ventilator and muntin members shall be hot rolled new billet steel section not less than 33 mm deep, specifically designed for steel windows.

1005.3 Construction Requirements

1005.3.1 Fabrication and Welds

Corners of frame and ventilator shall be mitered and electrically butt welded with exposed welds ground smooth. Head drips shall be provided where ventilator extend to the top of the windows. Muntins shall be welded to frames. Muntin intersections shall be welded with flush interior surfaces.

1005.3.2 Hardware (fixing accessories and locking devices)

1005.3.2.1 Residential Casement, heavy duty side-hinged ventilator

a.Roto Type: Each ventilator shall be hung on two heavy hot rolled steel of the extension type, welded to both frame and ventilator. Hinged design shall provide ferrous to non ferrous to non ferrous contacts between all movable surfaces. Hardware shall control ventilator independently of the screen and shall consist of a polished bronze locking handle and worn drive operator. Provide however that roto hardware shall not be used on any ventilator, the size of which exceeds 1 square meter in area. Ventilators over 150 mm in height shall have three (3) hinges and double locking device.

b. Simplex-Type: Hinges shall be of extension friction type with bronze friction washers and rust proofed steel acorn-nuts. Hinged design shall provide ferrous to non ferrous contacts between all movable surfaces. Hinges shall be welded to both frame and ventilator.

c. Polished bronze locking handle and strike shall be furnished for ventilator 500 mm and under in height, two point locking devices and three (3) hinges for ventilators over 500 mm in height. Sill adjuster shall be provided for ventilator over 1000 mm square meter in area.

#### 1005.3.2.2 Projected Ventilators

Each ventilator shall be balanced on two heavy steel arms riveted to ventilator -and frame. Rivet holes in arms shall be bronze bushed.Uniform tension to hold ventilator in open position shall be obtained by two heavy bronze, sliding friction shoes with adjustable compression springs enclosed in bronze housing attached to the ventilator top rail member. The window frame member shall act as a guide for the friction shoe. Hardware shall consist of polished bronze pole hook ring, cam handle and strike for outward projecting ventilators. Polished bronze, pole operated spring latches, shall be substituted for locking handles on outward projecting ventilator, out of each floor, polished bronze, cordoperated, spring latches for inward projecting vents not within reach of floor provided with double line of best quality sash cord 5 mm to 6 mm in diameter extending to 762 mm above floor. Polished bronze, under screen push bar working through the member to be furnished for outward projecting ventilator when so indicated on Plans or drawings.

### 1005.3.2.3 Awning Ventilators

Each awning window so indicated on the Plans shall be of the awning type window in which the ventilators operate simultaneously and controlled manually. Each projecting ventilator shall be balanced on two heavy steel supporting arms. Arms for upper ventilators shall have tops pivots enclosed in malleable iron housing riveted to ventilator and pivoting point shall be located outside of window to provide efficient leverage. Ventilator in each window shall be equipped with extension arms attached to connecting steel frame and shall be concealed within frame when ventilators are in closed position. All ventilators shall open or close simultaneously. The bottom ventilator shall be the means of control and shall be fitted with a solid bronze, polished, cam locking handle and strike. Base of handle to dowel with strike to prevent side motion of ventilator. Where windows are screened, provide a bronze under screen push bar working thru the frame member.

### 1005.3.3 Installation

All steel windows shall be set plumb and true in openings. The joints between the window frame and masonry shall be carefully caulked. Contacts between windows or doors and adjacent steel including mullions shall be sealed with mastic furnished and applied by the Contractor. Windows shall be designed for glazing from the outside with spring wire glazing clips and glazing putty.

Mullions and anchors shall be manufacturer's standard, vertical mullions, anchors and bolts for attaching shall be furnished where required.

Adequate anchorage shall be provided to ensure firm installation.

1005.3.4 Shop Painting

All windows shall be given a coating of gray metallic paint applied to all surfaces as paint base for prevention of corrosion. Prior to application of paint primer the steel sections shall be cleaned of rust, oil, grease and other foreign matter.

1005.4 Method of Measurement

Steel windows shall be measured by actual in place installed with respective design/style and type of operation in square meters.

1005.5 Basis of Payment

The actual area in square meters of steel windows satisfactorily installed and ready for service shall be the basis for payment based on the unit bid or contract unit price.

Payment shall be made under:

Pay Item Number Measurement	Description	Unit	of
1005 (a)	Residential Casement	square meters	
1005(b)	Heavy Duty Side-hinged Ventilator	square meters	
1005 (c)	Projected Ventilator	square meters	
1005 (d)	Awing ventilator	square meters	

# **ITEM 1010 - WOODEN DOORS AND WINDOWS**

1010.1 Description

This Item shall consist of furnishing all materials, hardware, plant, tools, labor and services necessary for complete fabrication and installation of wooden doors and windows of the type and size as shown I on the Plans and in accordance with the following specifications and I applicable specifications under Item 1003 on Carpentry and Joinery I Works.

**1010.2 Material Requirements** 

1010.2.1 Lumber

Lumber of doors, windows and jambs, and panels when required, shall be kilndried with moisture content of not more than 14% and shall be of the specie indicated on the Plans and/or specified under Item 1003 on Carpentry and Joinery Works.

### 1010.2.2 Plywood.

Plywood for veneer of solid core and hollow core flush doors shall be 3-ply, rotary cut, 6mm thick ordinary plywood, Class B grade. Marine or waterproof plywood, rotary cut, 3-ply, 6 mm thick shall be used for flush doors at toilets and bathrooms or at places where these are exposed to moisture.

### 1010.2.3 Adhesive

Adhesive shall be water resistant resins and shall be non-staining.

# 1010.2.4 Glass

Glass for window panes shall be 3 mm thick, smoked or Industry type unless otherwise shown on the Plans or indicated in the Schedule of Doors and Windows.

### 1010.2.5 Capiz Shells

Capiz shells, when required for window sashes, shall be of selected quality, free from dirt or blemishes and shall be large enough to obtain flat square piece.

# 1010.2.6 Hardware

Hardware shall be as specified under Item 1004 on Building Hardware.

### **1010.3 Construction Requirements**

### 1010.3.1 Fabrication

Wooden doors and windows, including frames, shall be fabricated in accordance with the designs' and sizes shown on the Plans. The fabricated products shall be finished square, smoothly sanded and free from damage or war page.

### a. Flush Type Hollow Core Doors

Flush type hollow core doors shall be adequately framed with stiles and top and bottom rails having a minimum thickness of 44 mm and width of 75 mm. Two intermediate rails at least 44 mm wide shall be provided for stiffness.

The stiles and the top and bottom rails shall be rebutted at least 10 mm wide to receive the 6 mm thick plywood veneer. A lock block shall be' provided at each stile, long enough to connect to the two intermediate rails and at least 75 mm wide for mounting the lockset.

The plywood veneer shall be glued and nailed to the framing with 25 mm long finishing nails space at not more than 150 mm on centers.

# b. Flush Type Solid Core Doors

Flush type solid core doors shall be fabricated in the same manner as the hollow core type except that spaces between stiles and r3i1s shall be filled and fitted with wood blocks of the same specie and of uniform thickness thinner by about the thickness of the plywood veneers. The filler blocks shall be secured to either stiles or rails by nails. Stiles and rails of flush type doors shall be joined by means of blind mortise and tenon joint, tightly fitted, glued and locked with bamboo pin 5 mm round.

### c. Panel doors

Stiles and rails of panel doors shall have a minimum thickness of 44 mm and width of 140 mm.

Rails minimum thickness of 44 mm and width of 140 mm. Rails shall be framed to stiles by mortise and tenon joints. Rabbets or grooves of stiles by mortise and tenon joints. Rabbets or grooves of stiles and rails to receive panels shall be 6.5 mm wide and 20 mm deep. Integral moldings formed on both faces of stiles and rails framing the panels shall be true to shape and well defined. Intersections of moldings shall be mitered and closely fitted.

Panels of the same specie and having a minimum thickness of 20 mm shall be beveled around its edges up to a minimum width of 50 mm, both faces. The beveled edges shall closely fit into the grooves of stiles ',"j and rails, but free to move to prevent splitting when shrinkage occurs.

d. Window Sashes with Glass Panes or Wood Panels

Window sashes shall be fabricated in conformity with the design, .1 size and type of installation shown on the Plans. Unless otherwise shown on the Plans, stiles and rails shall be Tanguile with minimum I thickness of 30 mm and width of 70 mm. Jointing of stiles and rails shall I be mortise and tenon secured with glue and bamboo pin. Stiles and rails shall rebut at the exterior face for mounting glass panes or wood I panels. Integral moldings formed as frames for panes or panels shall be true to shape, sharply defined and mitered at joints. Separate moldings, Of the same design shall be provided for fixing glass panes and wood panel from the outside.

e. Window Sashes with Capiz Shells

Stiles and rails shall be of the same sizes specified under Item 1010.3.1 (d) and assembled with mortise and tenon joint. Unless otherwise indicated on the Plans, lattices for framing capiz shall be tanguile, 8 mm thick and 15 mm wide, spaced at not more than 60 mm on centers both ways. Grooves 2 mm wide and 5 mm shall be made at sides of lattices to receive the preformed capiz shells.

The lattices shall be assembled with half lap joints at their intersections and the assembled lattices containing the capiz shells shall be framed into the stiles and rails.

Selected capiz shells shall be washed to remove dirt and blemishes and drier under the sun for bleaching effect. Capiz shells shall be cut square to required sizes with sharp bench cutter to produce non-serrated and non-peeling edges.

# f. Sliding Type Window Sashes

Stiles of sliding type window sashes shall be framed to the top and bottom rails with mortise and tenon joints. Tenons shall be formed on the stiles. Joints shall be tightly fitted, glued and locked with bamboo pins. Top and bottom rails shall be 10 mm wider than the stiles. Top rails shall be rabbeted to form tongue flush with the outer face, with width of 8 mm and height of 10 mm. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) to receive glass panes or wood panels.

# g. Awning Type Window Sashes

Tenons of rails shall be fitted into the mortises formed on the stiles and the joints glued and locked. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) for mounting of glass panes. Series of sashes to be installed vertically shall have their meeting rails rabbeted for half lapping when in closed position.

# h. Casement Type Window Sashes

Rails of casement type window sashes shall be fitted to stiles with mortise and tenon joint. Tenons shall be formed in the rails. Meeting rails shall be rabbeted to provide for half lapping when in closed position. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) for mounting of glass panes or wood panels.

### i. Door and Window Frames

Framing of the specie(s) specified under Item 1003 shall be fabricated in conformity with the profile and sizes shown on the Plans. Frames shall be assembled with tightly fitted tongue and groove joint mitered at both sides, and nailed. The assembled frames shall be finished square and flat on the same plane. Assembled frames shall be braced temporarily to prevent their distortion during delivery to the site and installation.

### 1010.3.2 Installation

a. Frames shall be set plumb and square in concrete/masonry work or framework of walls or partitions. Frames set in concrete or masonry shall be painted with hot asphalt at its contact surface and provided with two rows of common wire nails 100 mm long for anchorage. The nails shall be staggered and spaced at 300 mm on center along each row. Frame set in concrete shall be installed in place prior to concrete work. Frames set in masonry work may be installed alter laying of hollow concrete blocks, bricks or adobe. Space between frames and masonry shall be fully filled with cement mortar proportioned 1:3.

# b. Hinged Doors

Hinged doors, whether panel or flush type with standard height of 2100 mm and width of not more than 900 mm shall be hung with four loose-pin butt hinges, 100 mm x 100 mm. Swing out exterior doors shall be hung with four fast-pin butt hinges. Two hinges shall be fitted 150 mm from top and bottom edge of door. The other two hinges shall be fitted at third points between top and bottom hinges. Care should be taken to ensure that the hinges are fitted such that their pins are aligned for ease of pin insertion and smoothness of operation. For added smoothness pins should be lightly greased. Hammering of hinges to attain proper, alignment shall not be allowed.

For wider and heavier doors such as narra panel doors, an additional hinge shall be fitted 100 mm below the top hinge to counteract the door tilting action.

Mounting screws shall be screwed in place in their entire length, not forced into place by hammering. Hammering of screw into place shall not be permitted.

### c. Sliding Doors

Overhead tracks, standard, locally manufactured as per Plans shall be installed level and mounting bracket secured in place with lag screws supplied with the set. Bracket shall be spaced 1000 mm 'on centers. Hangers, two each per door leaf, shall be per fitted and bolted to the dour rail. For panel doors the hangers shall be centered on the door stiles. For flush doors, the hangers shall be centered 100 mm from the edges of the door. If there is no adequate space for installing the door with its attached rollers, through either end of the track the per fitted hangers shall be disassembled for connection to the rollers.

After installation on the track, set the door plumb and in alignment by means of the adjustment mechanism integrated with the roller assembly.

## d. Lock Installation

Locks of doors shall be fitted at the same height, centered 1000 mm above the finished floor level. Locks shall be installed in conformity with the templates and instructions supplied with locksets. Holes for mounting locks shall be properly formed to provide snug fit and rigid attachment of the locks to the doors. Strike plates shall be fitted on the door frame in true alignment with the lock latch.

a. Sliding Type Window Sashes

Sashes shall be trimmed to fit height of opening. A clearance of 2 mm shall be provided between the toungue's base at the top rail and the bottom of the window head. Paraffin wax shall be applied to contacts of sliding sufaces. The bottom rails shall be fitted with standard brass guided spaced 75 mm from both ends of the rail, mounted flush with the inner face and secured with three brass screws each guide.

# b. Casement Type Window Sashes

Sashes shall be trimmed to fit size of opening, with provision for half lapping of meeting stiles. Right side sash shall lap onto the left side sash. Sashes shall be fitted with two brass-plated narrow hinges, 50 mm x 75 mm, spaced 150 mm from top and bottom of stiles. In lieu of hinges, sashes maybe hung with cadmium-plated steel casement adjusters 200 mm long, subject to prior approval of the Engineer. The top and bottom rails of casement type window sashes shall be milled to provide for the installation of adjusters.

### g. Awning type Window Sashes

Installation of awning type sashes shall be by means of casement adjusters specified under Item 1010.3.2 (f).

### 1010.4 Measurement and Payment

Frames of doors and windows shall be measured and paid for on the basis of number of sets completely installed and accepted by the Engineer.

Doors and windows shall be measured and for based on the number of square meters involved in the completed and accepted installation. Payment per square meter shall include cost of required hardware and all incidental expenses, but exclusive of locks for doors. Locks shall be paid for per set completely installed.

The different pay items under Wooden Doors and Windows shall be designated the following number, description and unit of measure:

Pay Item	Description	Unit of
Number		Measurement
1010 (a)	Frames (Jambs, sills, head	
	Transoms and mullions	set
1010 (b)	Doors (Flush or panel)	m2
1010 (c)	Window Sashes	m2
1010 (d)	Door Locks	set
	170	

# **ITEM 1011 – ROLLING UP DOORS**

# 1011.1Description

This item shall consist of furnishing all plant, labor, tools, equipment and rolling up door required as shown on the Plans and in accordance with this Specification.

# 1011.2 Material Requirements

Rolling up door shall be surfaced mounted type designed for exterior service opening as indicated on the Plans. Component parts shall conform with the following material specifications:

1. Curtain – shall be manufactured of interlocking curved or flat slats, rolled from galvanized and

bonderized steel, aluminum or stainless steel as the case maybe. Slats shall be of size and thickness to withstand 0.957 KPawindload.

Curtain is composed of:

- a) Interlocking slats shall roll up on a drum supported at head of opening on brackets and shall be balanced by helical springs.
- b) Endlocks shall be malleable iron riveted to each ends of slats. These are called continuous when they reinforce both ends of all slats, alternate when every other slat.
- c) Bottom bar shall be manufactured from two equal sized angles, minimum 3 mm thick bolted back to back with appropriate half slat at lowest edge of curtain. In addition, exterior door shall have compressible and replaceable rubber or vinyl weather seal attached to bottom rail.

2. Counter balance barrel assembly – shall include spring barrel which serves as load carrying

beam encases counter balance mechanism and provide axis around curtain coils. Asit arises barrelrings are involute shapes of malleable iron to assure proper counter balance for all points of travel. Oil tempered torsion type counter balance springs are wound from heat treated steel, to provide accuracy in balancing door.

3. Hood – shall be manufactured from 0.60 mm thick (minimum) galvanized sheet metal, flanged

at top for attachment to header and flanged at bottom to provide longitudinal stiffness. Hood shall enclose curtain coil and counter balance mechanism. 4. Brackets – shall be made of precisely formed plate with permanently sealed ball bearings,

designed to enclose end of the curtain coil and provide support for counter balance pipe at each end.

5. Guides – shall be fabricated from structural steel angles or precision roll formed channels and

angles. Especially adaptable for doors exposed to heavy wind pressure.Designed with groove depths varying from 50 mm to 150 mm depending upon the width of the door, and set cut from the face of the wall to facilitate the travel of the curtain.

**1011.3 Construction Requirements** 

Doors shall be mechanically operated and with provision for manual operation by means of hand chain. Accessories needed for the satisfactory performance of the door shall be built-in with the unit.

1011.3.1 Erection/Installation

- a) Set and install structural steel angels properly aligned, plumb, level, square true to profile section and rigidly anchored with adjacent concrete surface walls.
- b) Allow all adjacent items of work to be completed before any installation work is started except the installation of structural steel angels.
- c) Assemble rolling up doors in accordance with the manufacturer's instruction manual or as indicated in the shop drawing approved.
- d) All anchors and insets for guide, brackets and other accessories shall be located accurately.

#### 1011.3.2 Locking Devices

Curtain shall be located at each end of bottom bar by concealed slide bolts which shall engage a lock wedge in each guide. A plunger type cylinder lock is provide as standard equipment.

#### 1011.3.3 Warranty

Upon completion and before final acceptance of the equipment; the Contractor shall furnish the DPWH/Owner a written guaranty stating that the rolling up door equipment and accessories are free from defects. The guaranty shall be for the period of one (1) year from the date of final acceptance of the work. Any part of the equipment that becomes defective during the term of the guaranty shall be replaced and made good by the Contractor at his own expense a manner satisfactory to the DPWH/Owner.

#### 1011.3.4 Method of Measurement

The work executed under this item shall be measured by actual units of rolling up door installed at jobsite complete and ready for service. The computed unit shall be ar type o materials and area of opening covered and shall be accepted by the Engineer.

### 1011.3.5 Basis of Payment

The accepted work qualified and provided in the Bill of Quantities shall be paid for at the unit Bid price which constitutes full compensation for furnishing all materials, labor, tools, equipment and other incidentals necessary to complete this Item.

Payment shall be made under:

Pay Item	Description	Unit of Measurement
Number		Measurement
1011 (a)	Rolling up door (indicate	
	Metal door size and type of	
	Curtain slats)	unit/set

# **ITEM 1013 – CORRUGATED METAL ROOFING ACCESSORIES**

1013.1 Description

This Item shall consist of furnishing all plant equipment, tools, materials and labor required to properly perform and complete the corrugated metal roofing, together with related accessories such as ridge/hip rolls, valleys, gutters and flashing, when called for on Plans all in conformity with his Specifications.

1013.2 Material Requirements

### 1013.2.1 Corrugated and Plain Galvanized Iron Sheets

Corrugated galvanized iron (G.I.) sheets, including plain G.I. sheets for roofing accessories, shall be cold-rolled meeting ASTM A 153 and with spelter coating of zinc of not less than 0.381 kg/m<sup>2</sup> (1.25 ounces/square foot), conforming to ASTM A 525 OR pns 67:1985. Unless otherwise specified or shown on Plans roofing sheets shall be gauge 26 (0.48 mm thick) and provided in long span sizes to minimize end laps. Sheets shall weigh not less than 3.74 kg/m<sup>2</sup> and shall be marked or stamped showing the gauge, size, amount

of zinc coating, brand and name of manufacturer. Test specimens shall stand being bent through 180° flat on itself without fracture of the base metal and without flaking of the zinc coating.

### 1013.2.2 Strap Fasteners

Strap fasteners shall be gauge 26 G.I. 25 mm wide and sufficiently long to bend around up to the opposite face of purlin, with corners chipped off at the riveting ends.

#### 1013.2.3 Rivets, Washers and Burrs

Rivets and washers shall be galvanized mild iron. Rivets shall not be less than 5 mm in diameter and 10 mm in length. Washers shall not be less than 1.5 mm thick and 20 mm in outside diameter. Washer's inside diameter shall provide snug fir to the rivet.

### 1013.2.4 Soldering Lead

Soldering lead shall have a composition of 50 percent tin and 50 percent lead, conforming to ASTM B 32.

Rivets and burrs for lap joints of gutters, downspouts and flashing shall be copper not less than 3.175 mm in diameter (No. 8).

### 1013.2.5 Fabricated Metal Roofing Accessories

Ridge/hip rolls, valleys, flashing and counter flashings, gutters and downspouts, whenever required, shall be fabricated from plain G.I. sheets. Ridge/hip rolls, flashings and counter flashings shall be gauge 26. Valleys, gutters and downspouts shall be gauge 24 unless otherwise specified on Plans. Wire basket strainers shall be galvanized, gauge 24.

Roof ventilators, whenever required shall be fabricated from gauge 26 plain G.I. sheets and constructed to the dimensions and details shown on Plans.

### 1013.3 Construction Requirements

#### 1013.3.1 Preparatory Work

Preparatory Work to the installation of the corrugated G.I. roofing, purlins should have been placed and spaced properly to fit the length of roofing sheets to be used such that the centerline of the purlins at end laps are 150 mm from the bottom line of end laps and intermediate purlins are place equidistantly. Top of purlins should be at the same plane.

# 1013.3.2 Installation of Corrugated G.I. Sheets

Installation of corrugated G.I. sheets with end laps shall start at the lower part of the roof and proceed towards the directon of monsoon wind with side laps of two-and-a-half (2-1/2) corrugations. End laps shall be 250 mm minimum. Each sheet shall be fastened temporarily by 1.83 mm diameter by 25 mm long galvanized flat head nails at valleys of corrugations covered by side or end laps.

Succeeding upper rows of corrugated G.I. sheets shall be installed in the same manner until the entire roof area is covered.

Valleys, ridge/hip rolls and flashings when required, shall be installed before fastening the roofing sheets with galvanized straps and rivets. One strap shall be riveted at each alternate corrugation at the gutter line, the ridge line and at end laps and the straps bent around and nailed to the purlins. Riveting at intermediate purlins between end laps shall be done at every fourth corrugation. Rivet shall be provided with a galvanized mild iron washer below and one lead and one galvanized iron washer above the sheet. Rivet shall be sufficiently long to permit forming a hemispherical head. Riveting shall be done such that the lead washer shall be compressed to provide a watertight fit around the rivet.

1013.3.3 Installation of Roofing Accessories

a) Ridge and Hip Rolls

Ridge and hip rolls shall lap at least 250 mm over roofing sheets and, together, shall be riveted at every second corrugation.

b) Valleys

Valleys shall lap at least 450 mm each way under the roofing sheets and shall be secured

to the framework with galvanized nails, such nails placed below the roofing sheets. Rivets along side of the valley shall be at every second corrugation.

c) Flashing

Flashing, of gauge 26 plain G.I. sheets, unless otherwise specified, shall be installed along intersections of roofs with concrete or masonry walls in accordance with details shown on Plans. Flashing running parallel to sheet corrugation shall lap at least two corrugations with edge turned down. Flashing across sheet corrugation or at an angle thereto, shall lap at least 250 mm and the edge of flashing turned down at each corrugation. The vertical portion of flashing adjoining wall shall be at least 200 mm wide and provided with counter flashing.

d) Counter Flashing

Counter flashing sheets of gauge 24 plain GI shall be built into preformed wedgeshape groove of concrete or masonry wall. The edge to be built into wall groove shall have a 25 mm strip bent 45 degrees and shall be sealed in the groove with cement mortar or caulking compound.

# e) Reglets

Reglets when required per plans in connection with counter flashing shall be fabricated products approved by the Engineer, complete with fittings. Reglets shall be located not less than 200 mm or more than 40 mm above roofing. Reglet plugs shall be spaced not more than 300 mm on centers. Open-type reglets shall be filled with fiber board or other suitable separator to prevent crushing of the slot during installation. The counter flashing shall be inserted into the full depth of reglet and the reglet lightly punched- every 300'mm to crimp the reglet and the counter flashing together.

# f) Gutters

Gutters, from gauge 24 plain G.I. sheets, shall be fabricated to the shape and dimensions indicated on the Plans. The rear side of the gutter shall have a 12.5 mm strip bent 30 degrees and shall be not less than 12.5 mm higher than the opposite side. Gutter joints shall be flat seam folded in the direction of flow and soldered evenly. Otherwise, gutter joints shall be lapped at least 25 mm, fastened together with 3.175 mm diameter (No.8) copper rivets and burrs, and sealed by soldering along both exposed edges of lap.

Gutter shall be attached to fascia board or roof nailer with galvanized nails or screws spaced at not more than 900 mm on centers and at a point slightly higher than leading edge of gutter. As additional support, gutter shall have plain G.I. strap hangers 25 mm wide fastened to roof nailers by screw shank-type nails and riveted to the gutter':; leading edge. Strap hangers shall be spaced at not more than 900 mm on centers. When shown on Plans that gutter is not fixed to fascia board or purlin, gutter shall be supported by wrought iron (W.I.) hangers not less than 4.75 mm thick and 19 mm wide spaced at not more than 900 mm on centers. W.I. hanger shall be fabricated to fit configuration of the gutter and attached to fascia board or purlin with two (2) No.8 flat head wood screws.

Gutter shall be installed with a pitch of 1 in 100 slope to downspout.

# g) Downspouts

### 1) Downspouts

Unless specified otherwise, downspouts shall be plain G.I., thickness fabricated to the dimensions shown on the Plans and installed at indicated locations. Downspout shall be secured to the wall with G.I. straps 25 mm wide, spaced at more than 1000 mm and anchored with concrete nails. Inlets of downspouts shall be fitted with gauge 14 wire basket strainers.

### 2) Unplasticized Polyvinyl Chloride Downspouts

When shown on Plans that downspouts are other than G.I. sheets, downspouts shall be unplasticized polyvinyl chloride (UPVC) pipes and fittings with dimensions indicated and conforming with ASTM D 3033 and D 3034. Joints shall be made with either solvent cement or rubber "O-rings" depending on the design of fitting for the joints. Rubber "O-rings" shall be neoprene type, heat and oil resistant, complying with ASTM F-477. Downspout shall be secured to adjoining wall with plain G.I. straps 25 mm wide and spaced at not more than 1000 mm.

### g) Roof Ventillators

Roof ventillators, whenever shown on Plans shall be firmly secured to the roofing or roof structure by means of rivets, Roof ventillators installed on the roof at places other than the ridge shall be provided with adequate flashing around intersection with roofing to ensure watertight joints.

### 1013.3.4 Joints of G.I. Roofing Accessories

### a) Soldered Joints

Joints made by lapping coupled with riveting shall be rendered watertight by soldering. All edges of uncoated sheet metal to be soldered shall be pretinned before soldering. Soldering shall be done slowly with well heated iron in order to thoroughly heat the seam and sweat the solder completely through the full length of the seam. Upon completion of soldering, acid shall be neutralized by washing thoroughly with water.

### b) Non-soldered Joints

Non-soldered joints of G.I. gutters, downspouts and flashings shall be done by flat lock seams. Two adjoining edges of lock seam shall be bent 90°. One bent strip shall be at least 15 mm wide and the connecting piece shall have a bent strip twice in width which shall be bent down over the upturned narrower strip and pressed together. Once properly interlocked, the joint shall be flattened such that the edge of the wider strip be concealed.

# 1013.3.5 Roof Installation on Metal Purlins

Installation on metal purlins shall follow the same procedure as that on wood purlins, except that fastening shall be done with thread-cutting, zinc-coated steel screws, No. 12 by 50 mm. having hexagonal heads and provided with neoprene washers. Screw holes shall be drilled using 5 mm (13/64") diameter bit.

#### 1013.3.6 Water Leak Test

The completed roofing shall be tested for water tightness at side and end laps at joints of roofing sheets with ridge/hips rolls, valleys and flashings by means of water spray system. The water-spray system shall have nozzle which will deliver water pressure of 2 kg/cm2 directly to the joint being tested in such manner and for a duration directed by the Engineer. All defective works as determined by this test shall be remedied by the contractor at his expense and the test shall be repeated until the work is found satisfactory.

### 1013.4 Method of Measurement

Roofing sheets shall be measured and paid for on an area basis in square meters or part thereof, such roofing sheets including all laps, fasteners and rivets as installed complete and accepted.

Ridge/hip rolls, flashings, valleys, gutters and down-spouts shall be measured in linear metre of completed and accepter work such measurement shall include necessary straps and fixings required for complete installation.

Roof ventilators shall be measured and paid for per unit completely installed and accepted.

The different pay Items under roofing work shall be designated the following number, description and unit of measure:

Pay Item Number	Description	Unit of Measurement
1013.2.1	Corrugated roofing, gauge 26	m <sup>2</sup>
1013.2.2	Fabricated metal roofing accessories:	
	a) Ridged/hip rolls, flashings, gutters and	1m
	downspouts, gauge 26	
	b) Valleys, counter flashing gutter and	
	downspouts, gauge 24	1m
1013.2.3	Roof ventilators	each

#### 1013.5 Basis of Payment

Payment for completely installed and accepted roofing sheets and required fabricated metal roofing accessories shall be based on actual measurement and the corresponding contract unit price thereof. Payment based on contract unit price shall constitute full compensation.

# **ITEM 1014 - PREPAINTED METAL SHEETS**

## 1014.1 Description

This Item shall consist of furnishing all pre-painted metal sheet materials, tools and equipment, plant including labor required in undertaking the proper installation complete as shown on the Plans and in accordance with this Specification.

### 1014.2 Material Requirements

All pre-painted metal sheet and roofing accessories shall be oven baked painted true to profiles indicated on the ·Plans.

### 1014.2.1 Pre-Painted Roofing Sheets

Pre-painted roofing sheets shall be fabricated from cold rolled galvanized iron sheets specially tempered steel for extra strength and durability. It shall conform to the material requirements defined in PNS 67: 1985. Profile section in identifying the architectural moulded rib to,be used are as follows: Regular corrugated, Quad-rib, Tri-wave, Rib-wide, twin-rib, etc. Desired color shall be subject to the approval of the Architect/Engineer.

1014.2.2 Gutters, Valleys, Flashings Hip and Ridge roll shall be fabricated from gauge 24 (.600 mm thick) cold-rolled plain galvanized iron sheets specially tempered steel. Profile section shall be as indicated on the Plans.

1014.2.3 Fastening hardware shall be of galvanized iron straps and rivets. G.I. straps are of .500 mm thick x 16 mm wide x 267 mm long (gauge  $26 \times 5/8" \times 10-1/2"$ ) and standard rivets.

1014.2.4 Base metal thickness shall correspond to the following gauge designation available locally as follows:

Designated Gauges
auge 28
auge 26
auge 24
auge 22
<u>nickness</u>

34.4 microns

(244 gm/m2)

2. Paint coatings

1. Zinc

Top coat 15.20 microns

Bottom coat 6.8 microns

c) Overall thickness with protective coats

d) .400 mm	.428-451 mm
.500 mm	.532-551 mm
.600 mm	.638-651 mm

- e) Length of roofing sheets available in cut to length long span length up to 18.29 meters
- f) Special length and thickness are available by arrangements.

# 1014.3 Construction Requirements

Before any installation work is commenced, the Contractor shall ascertain that the top faces of the purlins are in proper alignment. Correct the alignment as necessary in order to have the top faces of the purlins on an even plane.

# 1014.3.1 Handling/Lifting/Positioning of Sheets

Sheets shall be handled carefully to prevent damage to the paint coating. Lift all sheets or sheet packs on to the roof frame with the overlapping down-turned edge facing towards the side of the roof where installation will commence, otherwise sheets will have to be turned end-to-end during installation.

# 1014.3.2 Installation Procedure

1014.3.2.1 Start roofing installation by placing the first sheet in position with the downturned edge in line with other building elements and fastened to supports as recommended.

1014.3.2.2 Place the downturned edge of the next sheet over the edge of the first sheet, to provide side lap and hold the side lap firmly in place.Continue the same procedure for subsequent sheets until the whole roofing area is covered and/or (Adopt installation procedure provided in the instruction manual for each type of Architectural molded rib profile section).

1014.3.2.3 For walling applications follow the procedure for roofing. Allow a minimum end lap of 100 mm (4") for vertical walling.

1014.3.3 Gutters, Valleys, Flashing ridge and Hip rolls

Gutters, valleys, flashing ridge and hip rolls shall be fastened where indicated on the Plans by self-tapping screws or galvanized iron straps and rivets.

1014.3.4 End Laps

In case handling or transport consideration requires to use two or more end lapped sheets to provide full length coverage for the roof run, install each line of sheets from bottom to top or from eave line to apex of roof framing. Provide 150 mm minimum end lap.

1014.3.5 Anchorage/Fastening

1014.3.5.1 Pre-painted steel roofing sheets shall be fastened to the wood purlins with standard length G.I. straps and rivets.

1014.3.5.2 For steel frame up to 4.5 mm thick use self drilling screw No. 12 by 35 mm long hexagonal head with neoprene washer.

1014.3.5.3 For steel support up to 5 mm thick or more use thread cutting screw No. 12 by 40 mm long hexagonal head with neoprene washer.

1014.3.5.4 Side lap fastener use self drilling screw NO.1 0 by 16 mm long hexagonal head with neoprene washer.

1014.3.5.5 Valley fastened to lumber and for walling use self-drilling wood screw No. 12 by 25 mm long hexagonal head with neoprene washer.

1014.3.5.6 Valleys fastened to steel supports use selfdrilling screws, hexagonal head with neoprene washer. Drill size is 5 mm diameter.

1014.3.6 Cutting of Sheets

1014.3.6.1 In cutting pre painted steel roofing sheets and accessories to place the exposed color side down. Cutting shall be carried out on the ground and not over the top of other painted roofing product.

1014.3.6.2 Power cutting or drilling to be done or carried out on pre-painted products already installed or laid in position, the area around holes or cuts shall be masked to shield the paint from hot fillings.

1014.3.7 Storage and Protection

Pre-painted steel roofing, walling products and accessories should be delivered to the jobsite in strapped bundles. Sheets and/or bundles shall be neatly stacked in the ground and if left in the open it shall be protected by covering the stack materials with loose tarpauline.

1014.4 Method of Measurement

The work done under this Item shall be measured by actual area covered or installed with pre-painted steel roofing and/or walling in square meters and accepted to the satisfaction of the Engineer/Architect.

1014.5 Basis of Payment

The area of pre-painted steel roofing and/or walling in square meters as provided in Section 1014 shall be paid for at the unit bid or contract unit price which payment shall constitute full compensation including labor, materials, tools and incidents necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1014 (a)	Pre painted metal sheets	m <sup>2</sup>

# **ITEM 1032 - PAINTING, VARNISHING AND OTHER RELATED WORKS**

1032.1 Description

This Item shall consist of furnishing all paint materials, varnish and other related products, labor, tools, equipment and plant required in undertaking the proper application of painting, varnishing and related works indicated on the Plans and in accordance with this Specification.

1032.2 Material Requirements

1032.2.1 Paint Materials

All types of paint material, varnish and other related product shall be subject to random test as to material composition by the Bureau of Research and Standard, DPWH or the National Institute of Science and Technology. (Use the following approved and tested brand name: Boysen, Davies, Dutch Boy, Fuller 0 Brien, or any approved equal).

#### 1032.2.2 Tinting Colors

Tinting colors shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produced the color desired. Use the same brand of paint and tinting color to effect good paint body.

## 1032.2.3 Concrete Neutralizer

Concrete neutralizer shall be first grade quality concentrate diluted with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.

#### 1032.2.4 Silicon Water Repellant

Silicon water repellant shall be transparent water shield especially formulated to repel rain and moisture on exterior masonry surfaces.

#### 1032.2.5 Patching Compound

Patching compound shall be fine powder type material like calciumine that can be mixed into putty consistency, with oil base primers and paints to fill minor surface dents and imperfections.

## 1032.2.6 Varnish

Varnish shall be a homogeneous solution of resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.

#### 1032.2.7 Lacquer

Lacquer shall be any type of organic coating that dries rapidly and solely by evaporation of the solvent. Typical solvent are acetates, alcohols and ketones. Although lacquers were generally based on nitrocellulose, manufacturers currently use, vinyl resins, plasticizers and reacted drying oils to improve adhesion and elasticity.

# 1032.2.8 Shellac

Shellac shall be a solution of refined lac resin in denatured alcohol.It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.

# 1032.2.9 Sanding Sealer

Sanding sealer shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats, and containing sanding agents such as zinc stearate to allow dry sanding of sealer.

1032.2.10 Glazing Putty

Glazing putty shall be alkyd-type product for filling minor surface unevenness.

1032.2.11 Natural Wood Paste Filler

Wood paste filler shall be quality filler for filling and sealing open grain of interior wood. It shall produce a level finish for following coats of paint varnish/lacquer and other related products.

1032.2.12 Schedule

Exterior

a)	Plain cement plastered finish to be painted	-3 coats Acrylic base masonry paint
b)	Concrete exposed aggregate and/or tool finis	h -1 coat water repellant
c)	Ferrous metal	-1 coat primer and 2 coats enamel pain
d)	Galvanized metal	-1 coat zinc chromate primer and
		2 coats portland cement paint
	Wood painted finish Wood varnished finish	-3 coats oil based paint -varnish water repellant

Interior

a) Plain cement plastered finish to be painted	- 2 coats acrylic base masonry paint
b) Concrete exposed agreegate and/or tool finish	1 - clean surface
c) Ferrous metal	-1 coat primer and 2 coats enamel paint
d) Woodwork sea-mist lacquer	-3 coats of 3 parts thinner 1 part
e) Woodwork varnish	- 1st coat, of one part sanding sealer to one part solvent 2nd coat of 2/3
	sanding sealer to 1/3 solvent
f) Woodwork painted 109	- 3 coats of oil base paint finish

g) Ceiling boards textured finish

-1 coat oil based paint allow to dry

then patch surfaces unevenness and

apply

textured paint coat

1032.3 Construction Requirements

The Contractor prior to commencement of the painting, varnishing and related work shall examine the surfaces to be applied in order not to jeopardize the quality and appearances of the painting varnishing and related works.

1032.3.1 Surface Preparation

All surfaces shall be in proper condition to receive the finish. Woodworks shall be hand-sanded smooth and dusted clean. All knotholes pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.

Interior woodworks shall be sandpapered between coats. Cracks, holes of imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.

Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.

After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces. Wash unprimed galvanized metal with etching solution and allow it to dry. Where required to prime coat surface with Red Lead Primer same shall be approved by the Engineer.

In addition the Contractor shall undertake the following:

- 1. Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.
- 2. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
- 3. Painting and varnishing works shall not be commenced when it is too hot or cold.
- 4. Allow appropriate ventilation during application and drying period.

5. All hardware will be fitted and removed or protected prior to painting and varnishing works.

## 1032.3.2 Application

Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flaw out after application of paint.

Paints made for application by roller must be similar to brushing paint. It must be nonstick when thinned to spraying viscosity so that it will break up easily into droplets.

Paint is atomized by high pressure pumping rather than broken up by the large volume  $\cdot$  of air mixed with it. These procedures change the required properties of the paint.

# 1032.3.3 Mixing and Thinning

At the time of application paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon of the paint.

### 1032.3.4 Storage

All material to be used under this Item shall be stored in a single place to be designated by the Engineer and such place shall be kept .

neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

# 1032.3.5 Cleaning

All cloths and cotton waste which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Engineer.

1032.3.6 Workmanship in General

- a) All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- b) All coats shall be thoroughly dry before the succeeding coat is applied.
- c) Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as

may be required shall be applied to attain the desired evenness of surface without extra cost to the owner.

- d) Where surface is not in proper condition to receive the coat the Engineer shall be notified immediately. Work on the questioned portion(s) shall not start until clearance be proceed is ordered by, the Engineer.
- e) Hardware, lighting fixture and other similar items shall be removed or 'protected during the painting varnishing and related work operations and reinstalled after completion of the work.
- 1032.3.7 Procedure for Sea-Mist Finish
  - a) Depress wood grain by steel brush and sand surface lightly.
  - b) Apply sanding sealer.
  - c) Apply two coats of industrial lacquer paint.
  - d) Spray last coat of industrial lacquer paint mixed with sanding sealer.
  - e) Apply wood paste filler thinned with turpentine or paint thinner into the wood surface.
  - f) Wipe off wood paste filler immediately.
  - g) Spray flat or gloss lacquer whichever is specified.
- 1032.3.8 Procedure for Varnish Finish
  - a) Sand surface thoroughly.
  - b) Putty all cracks and other wood imperfections with wood paste filler.
  - c) Apply oil stain.
  - d) Apply lacquer sanding sealer.
  - e) Sand surface along the grain.
  - f) Spray three (3) coats of clear dead flat lacquer.
  - g) Polish surface coated using cloth pad.
  - h) Spray gloss lacquer or flat lacquer whichever is desired or specified.
- 1032.3.9 Procedure for Ducco Finish
  - a) Sand surface thoroughly.
  - b) Apply primer surface white or gray by brush or spray.
  - c) Apply lacquer spot putty in thin coat. Allow each coat for become thoroughly dry before applying next coat.
  - d) Apply primer surfaces and then allow drying in two (2) hours before applying the next coat.
  - e) Apply a coat of flat tone semi-gloss enamel as per color scheme submitted and approved by the Engineer.

#### 1032.4 Method of Measurement

The areas of concrete, wood and metal surfaces applied with varnish, paint and other related coating materials shall be measured in square meters as desired and accepted to the satisfaction of the Engineer.

# 1032.5 Basis of Payment

The accepted work shall be paid at the unit bid price, which price and payment constitute full compensation for furnishing all materials, labor, equipment, tools and other incidental necessary to complete this Item.

Payment will made under:

Pay Item Number	Description	Unit of Measurement
1032 (a)	Painting works	m <sup>2</sup>
1032 (b)	Varnishing	m <sup>2</sup>
1032 (c)	Sea-mist Finish	m <sup>2</sup>
1032 (d)	Ducco Finish	m <sup>2</sup>
1032 (e)	Texture Finish	m <sup>2</sup>

#### **ITEM 1100 - CONDUITS, BOXES & FITTINGS**

#### 1100.1 Description

This Item shall consist of the furnishing and installation of the complete conduit work consisting of electrical conduits; conduit boxes such as junction boxes, pull boxes, utility boxes, octagonal and square boxes; conduit fittings such as couplings, locknuts and bushings and other electrical materials needed to complete the conduit roughing-in work of this project.

### 1100.2 Material Requirements

All materials shall be brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark.

#### Conduits

Conduits shall be standard rigid steel, zinc coated or galvanized.Intermediate metal conduit may be used if shown or specified on the approved Plans. PVC conduit if required shall be Schedule 40. Enamel coated steel conduits and conduits with rough inner surfaces are not acceptable.

#### **Conduit Boxes**

All conduit boxes shall be Code gauge steel and galvanized. Outlet boxes shall be galvanized pressed steel of standard make. In general, outlet boxes shall be at least 100 mm square or octagonal, 53 mm deep and 16 mm minimum gauge.

#### **Conduit Fittings**

All conduit fittings such as locknuts and bushings shall be galvanized of standard make.

#### 1100.3 Construction Requirements

All works throughout shall be executed in the best practice in a workmanlike manner by qualified and experienced electricians under the immediate supervision of a duly licensed Electrical Engineer.

#### Conduits

Conduits should be cut square with a hacksaw and reamed. Bends shall be made with the required radius. In making bends only conduit bending apparatus will be used. The use of a pipe tee or vise for bending conduits shall not be permitted. Conduits which have been crushed, deformed or flattened shall not be installed. No running thread shall be allowed. Conduit runs crossing construction joints of the building shall be provided with standard expansion fittings of the approved type.

No conduits shall be used in any system smaller than 12 mm diameter electric trade size nor shall have more than four (4) 90-degree bends in anyone run and where necessary, pull boxes shall be provided.

All ends of conduits which are left empty in cabinets and conduit boxes shall be plugged with lead or approved pipe caps so as to prevent the entrance of white ants and dirt within the conduit system. Pull wires shall be inserted in the empty ducts before they are closed with lead or pipe caps and shall be left therein for future use.

On exposed work, all pipes and outlet boxes shall be secured by means of galvanized metal clamps which shall be held in place by means of machine screws. When running over concrete surfaces, the screws shall be held in place by means of expansion sleeves for big pipes and rolled lead sheet for small pipes. All pipes shall be run at right

angles to and parallel with the surrounding walls. No diagonal run shall be allowed and all bends and offsets shall be avoided as much as possible. Conduits shall be supported at 1,500 mm intervals maximum.

Conduit Boxes & Fittings

Provide conduit boxes for pulling and splicing wires and outlet boxes for installation of wiring devices.

As a rule, provide junction boxes or pull boxes in all runs greater than 30 meters in length, for horizontal runs. For other lengths, provide boxes as required for splices or pulling. Pull boxes shall be installed in inconspicuous but accessible locations.

Support boxes independently of conduits entering by means of bolts, red hangers or other suitable means.

Conduit boxes shall be installed plumb and securely fastened. They shall be set flush with the surface of the structure in which they are installed where conduits are run concealed.

All convenience and wall switch outlet boxes for concealed conduit work shall be deep, rectangular flush type boxes. Four-inch octagonal flush type boxes shall be used for all ceiling light outlets and shall be of the deep type where three or more conduits connect to a single box.

Floor mounted outlet boxes required shall be waterproof type with flush brass floor plate and brass bell nozzle.

All boxes shall be painted with antirust red lead paint after installation.

All conduits shall be fitted with approved standard galvanized bushing and locknuts where they enter cabinets and conduit boxes.

Junction and pull boxes of code gauge steel shall be provided as indicated or as required to facilitate the pulling of wires and cables.

1100.4 Method of Measurement

The work under this Item shall be measured either by lengths, pieces, pairs, lot and set actually placed and installed as shown on the approved Plans.

# 1100.5 Basis of Payment

All works performed and measured and as provided for in the Bill of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full

compensation including labor, materials, tools and incidentals necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
(1)	RSC Conduit Pipe - mm dia.,	length
	with couplings	
(2)	Locknut & Bushings	pairs
(3)	Condulet type	pieces
(4)	Conduit pipe elbow	pieces
(5)	Connector	pieces
(6)	Conduit clamp	pieces
(7)	PVC adapter	pieces
(8)	G.I Wire G.A # 14	kilos
(9)	Hacksaw Blade	pieces
(10)	PVC Tape 19 mm dia x 18 mm	rolls
(11)	Rubber Tape 19 mm dia x 227g	rolls
(12)	PVC Solvent Cement @ 400 cc	cans
(13)	PVC End Ball	pieces
(14)	Octagonal junction boxes	pieces
(15)	Utility Boxes	pieces
(16)	Metal Pull Box	pieces
(17)	Square Box	pieces
(18)	Telephone Cabinet	set
(19)	Reinforced Concrete pedestal Pole	lot
(20)	Read Lead Point	lot

(21)	Wetherhead with type "F" condulet	pieces
(22)	Grounding Rod copperweld	length
	20 mm dia x 3 m	
(23)	Apitong or Approved equal	pieces
	creosoted wood pole	
(24)	Anchor Rod-mm dia	pieces
(25)	Anchor Log-mm dia	pieces
(26)	Powerload Studs with nuts	pieces

# 1100.6 General Specifications

The work to be done under this division of specifications consists of the fabrication, furnishing, delivery and installation, complete in all details of the electrical work, at the subject premises and all work material's incidental to the proper completion of the installation, except those portions of the work which are expressly stated to be 90ne by other fields. All' works shall be done in accordance with the rules and regulations and with the specifications.

1100.7 Specifications on:

1. Lighting fixtures and lamp

All lighting fixtures and lamps are as specified and listed on lighting fixture schedule.

For fluorescent lamp, it shall be 40-watt rapid start cool-white.All fluorescent ballast shall be 230 volt, high power factor, of good quality materials and approved by the Bureau of Product Standards (BPS).

2. Material Requirements

All materials to be used shall conform to the BPS specification.

3. Construction Requirements

All grounding system installation shall be executed in accordance with the approved plans.

Grounding system shall include building perimeter ground wires, ground rods, clamps, connectors, ground wells and ground wire taps as shown in the approved design.

# 1100.8 Auxiliary Systems

All auxiliary systems such as telephone and intercom system, time clock system, fire alarm system and public address/nurse's call/paging system installations shall be done in accordance with the approved design.

All materials to be used shall conform to the Bureau of Product Standards (BPS) specifications.

1100.9 Important requirement regarding supervision of the work and submission of certificate of completion.

All wiring installation herein shall be done under the direct supervision of a licensed Electrical Engineer at the expense of the Contractor. The contractor shall submit the certificate of completion duly approved by the owner's representative.

1100.10 Test and guarantee

Upon completion of the electrical construction work, the contractor shall provide all test equipment and personnel and to submit written copies of all test results.

The contractor shall guarantee the electrical installation are done and in accordance with the approved plans and specifications. The contractor shall guarantee that the electrical systems are free from' all grounds and from all defective workmanship and materials and will remain so for a period of one year from date and acceptance of works. Any defect shall be remedied by the Contractor at his own expense.

#### **ITEM 1101 - WIRES AND WIRING DEVICES**

#### 1101.1 Description

This Item shall consist of the furnishing and installation of all wires and wiring devices consisting of electric wires and cables, wall switches, convenience receptacles, heavy duty receptables and other devices shown on the approved Plans but not mentioned in these specifications.

#### 1101.2 Material Requirements

Wires and cables shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the PSA mark. Unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts.

All wires shall be copper, soft drawn and annealed, smooth and of cylindrical form and shall be centrally located inside the insulation.

All wiring devices shall be standard products of reputable electrical manufacturers. Wall switches shall be rated at least 1 OA, 250 volts and shall be spring operated, flush, tumbler type. Duplex convenience receptacles shall be rated at least 15A, 250 volts, flush, parallel slots.

Single heavy duty receptacles shall be rated at least 20A, 250 volts. 3wire, flush, polarized type.

#### 1101.3 Construction Requirements

Conductors or wires shall not be drawn in conduits until after the cement piaster is dry and the conduits are thoroughly cleaned and free from dirt and moisture. In drawing wires into conduits, sufficient slack shall be allowed to permit easy connections for fixtures, switches, receptacles and other wiring devices without the use of additional splices.

All conductors of convenience outlets and lighting branch circuit home runs shall be wired with a minimum of 3.5 mm in size. Circuit home runs to panel boards shall not be smaller than 3.5 mm but all home runs to panel board more than 30 meters shall not be smaller than 5.5 mm. No conductor shall be less than 2 mm in size.

All wires of 14mm and larger in size shall be connected to panels and apparatus by means of approved type lugs or connectors of the solder less type, sufficiently large enough to enclose all strands of the conductors and securely fastened. They shall not loosen under vibration or normal strain.

All joints, taps and splices on wires larger than 14 mm shall be made of suitable solder less connectors of the approved type and size. They shall be taped with rubber and PVC tapes providing insulation not less than that of the conductors.

No splices or joints shall be permitted in either feeder or branch conductors except within outlet boxes or accessible junction boxes or pull boxes. All joints in branch circuit wiring shall be made mechanically and electrically secured by approved splicing devices and taped with rubber and PVC tapes in a manner which will make their insulation as that of the conductor.

All wall switches and receptacles shall be fitted with standard Bakelite face plate covers. Device plates for flush mounting shall be installed with all four edges in continuous contact with finished wall surfaces without the use of coiled wire or similar devices. Plaster fillings will not be permitted.Plates installed in wet locations shall be gasketed. When more than one switch or device is indicated in a single location, gang plate shall be used.

# 1101.4 Method of Measurement

The work under this Item shall be measured either by meters, rolls, pieces, and set, actually placed and installed as shown on the Plans.

### 1101.5 Basis of Payment

All work performed and measured and as provided for in this Bid of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
(1)	Electric Wire	meter of rolls
(2)	Single pole tumbler switch	pieces
(3)	Two-gang tumbler switch	pieces
(4)	Three-gang tumbler switch	pieces
(5)	Three-way tumbler switch	pieces
(6)	Duplex Convenience receptacles	set
(7)	Heavy Duty Convenience receptac	les set
(8)	Standard Telephone outlet	pieces
	bakelite cover with 9.52 center ho	le
(9)	Window type air conditioning	pieces
	outlet 3-prong polarized type	
(10)	Bare copper wire	meters
(11)	Grounding clamps for electric wire	es pieces

(12)	Messenger wire	meters
(13)	Guy wire	meters
(14)	Vibrating Bell	set
(15)	Traffic light Control Panel	set
(16)	Traffic light metal enclosures complete	set
	with red and green light provided	
	with reflectors and 152 mm diameter vib	rating bell

# **ITEM 1102 - POWER LOAD CENTER, SWITCHGEAR AND PANELBOARDS**

# 1102.1 Description

This Item shall consist of the furnishing and installation of the power load center unit substation or low voltage switchgear and distribution panel boards at the location shown or the approved Plans complete with transformer, circuit breakers, cabinets and all accessories, completely wired and ready for service.

#### 1102.2 Material Requirements

All materials shall be brand new and shall be of the approved type. It shall conform to the requirements of the Philippine Electrical Code and shall bear the Philippine Standard Agency (PSA) mark.

### Power Load Center Unit Substation

The Contractor shall furnish and install an indoor-type Power Load Center Unit Substation at the location shown on the approved Plans if required. It shall be totally metal-enclosed, dead front and shall consist of the following coordinated component parts:

High Voltage Primary Section:

High voltage primary incoming line section consisting of the following parts and related accessories:

(a) One (1) Air-filled Interrupter Switch, 2-position (open-close) installed in a suitable air filled metal enclosure and shall have sufficient interrupting capacity to carry the electrical load. It shall be provided with key interlock with

the cubicle for the power fuses to prevent access to the fuses unless the switch is open.

- (b) Three (3)-power fuses mounted in separate compartments within the switch housing and accessible by a hinged door.
- (c) One 1) set of high voltage potheads or 3-conductor cables or three single conductor cables.
- (d) Lightning arresters shall be installed at the high voltage cubicle if required.

Items (a) and (b) above could be substituted with a power circuit breaker with the correct rating and capacity.

**Transformer Section** 

The transformer section shall consist of a power transformer with ratings and capacities as shown on the plans. It shall be oil liquid-filled non-flammable type and designed in accordance with the latest applicable standards.

The transformer shall be provided with four (4 approximately 2 1/2 % rated KVA taps on the primary winding in most cases one (1) above and three (3) below rated primary voltage and shall be changed by means of externally gang-operated manual tap changer only when the transformer is de-energized. Tap changing under load is acceptable if transformer has been so designed.

The following accessories shall be provided with the transformer, namely: drain valve, sampling device, filling connection, oil liquid level gauge, ground pad, top filter press connection, lifting lugs, diagrammatic nameplate, relief valve, thermometer and other necessary related accessories.

The high-voltage and low-voltage bushings and transition flange shall be properly coordinated for field connection to the incoming line section and low voltage switchboard section, respectively.

#### Low-Voltage Switchboard Section

The low-voltage switchboard shall be standard modular-unitized units, metalbuilt, dead front, and safetytype construction and shall consist of the following:

#### (a) Switchboard Housing

The housing shall be heavy gauge steel sheet, dead front type, gray enamel finish complete with frame supports, steel bracings, steel sheet panel boards, removable rear plates, copper bus bars, and all other necessary accessories to insure sufficient mechanical strength and safety. It shall be provided with grounding bolts and clamps.

# (b) Secondary Metering Section

The secondary metering section shall consist of one (1) ammeter, AC, indicating type; one (1) voltmeter, AC, indicating type, one (1) ammeter transfer switch for 3-phase; one (1) voltmeter transfer switch for 3phase; and current transformers of suitable rating and capacity.

The above-mentioned instruments shall be installed in one compartment above the main breaker and shall be complete with all necessary accessories completely wired, ready for use.

#### (c) Main Circuit Breaker

The main circuit breaker shall be draw-out type, manually or electrically operated as required with ratings and capacity as shown on the approved Plans.

The main breaker shall include insulated control switch if electrically operated, manual trip button, magnetic tripping devices, adjustable time over current protection and instantaneous short circuit trip and all necessary accessories to insure safe and efficient operation.

### (d) Feeder Circuit Breakers

There shall be as many feeder breakers as are shown on the single line diagram or schematic riser diagram and schedule of loads and computations on the plans. The circuit breakers shall be draw out or molded case as required. The circuit breakers shall each have sufficient interrupting capacity and shall be manually operated complete with trip devices and all necessary accessories to insure safe and efficient operation. The number, ratings, capacities of the feeder branch circuit breakers shall be as shown on the approved Plans.

Circuit breakers shall each be of the indicating type, providing "ON" - "OFF" and "TRIP" positions of the operating handles and shall each be provided with nameplate for branch circuit designation. The circuit breaker shall be so designed that an overload or short on one pole automatically causes all poles to open.

Low-Voltage' Switchgear

(For projects requiring 'low-voltage switchgear only).

The Contractor shall furnish and install low-voltage switchgear at the location shown on the plans. It shall be metal-clad, dead front, free standing, safety type construction and shall have copper bus bars of sufficient size, braced to resist allowable root mean square (RMS) symmetrical short circuit stresses, and all necessary accessories.

The low-voltage switchgear shall consist of the switchgear housing, secondary metering, main breaker and feeder branch circuitbreakers and all necessary accessories, completely wired, ready for service.

Grounding System:

All non-current carrying metallic parts like conduits, cabinets and equipment frames shall be properly grounded in accordance with the Philippine Electrical Code, latest edition.

The size of the ground rods and ground wires shall be as shown on the approved Plans. The ground resistance shall not be more than 5 ohms.

#### Panel boards and Cabinets

Panel boards shall conform to the schedule of panel boards as shown on the approved Plans with respect to supply characteristics, rating of main lugs or main circuit breaker, number and ratings and capacities of branch circuit breakers.

Panel boards shall consist of a factory completed dead front assembly mounted in an enclosing flush type cabinet consisting of code gauge galvanized sheet steel box with trim and door. Each door shall be provided with catch lock and two(2) keys. Panel boards shall be provided with - directories and shall be printed to indicate load served by each circuit.

Panel board cabinets and trims shall be suitable for the type of mounting shown on the approved Plans. The inside and outside of panel board cabinets and trims shall be factory painted with one rust proofing primer coat and two finish shop coats of pearl gray enamel paint.

Main and branch circuit breakers for panel boards shall have the rating, capacity and number of poles as shown on the approved Plans.Breakers shall be thermal magnetic type. Multiple breaker shall be of the common trip type having a single operating handle. For 50-ampere breaker or less, it may consist of single-pole breaker permanently assembled at the factory into a multi-pole unit.

#### 1102.3 Construction Requirements

The Contractor shall install the Power Load Center Unit Substation or Low-Voltage Switchgear and Panel boards at the locations shown on the approved Plans.

Standard panels and cabinets shall be used and assembled on the job. All panels shall be of dead front construction furnished with trims for flush or surface mounting as required.

#### 1102.4 Method of Measurement

The work under this Item shall be measured either by set and pieces actually placed and installed as shown on the approved Plans.

# 1102.5 Basis of Payment

All works performed and measured and as provided for in the Bill of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this Item.

Payment shall be made under:

Pay ItemNumber	Description	Unit of Measurement
(1)	Panel board (Circuit Breaker Type	e) set
(2)	Panelboard (Safety Switch Type)	set
(3)	Low-Voltage Switchgear (LVS)	set
	complete with metering devices	
	and accessories	
(4)	Power Fuses	pieces
(5)	Lightning Arresters	pieces
(6)	Air Break Switch	set
(7)	Enclosed ACB NEMA Type I	set
(8)	Enclosed ACB NEMA Type 3R	set
(9)	Automatic Transfer Switch	set
(10)	Manual Transfer Switch	pieces
	without fuses	
(11)	Motor Controller	set

# **ITEM A.1.1 FACILITIES FOR THE ENGINEER**

# A.1 Requirements

# A.1.1 Field Office [and Laboratory Building] for the Engineer

- (1) The Contractor shall, for the entire period during which the construction work is being undertaken, provide an equipped and furnished Field Office for the Engineer of at least 30.00 square meters of useable floor area, and which shall be complete with sanitary facilities. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Field Office is shown in 'Attachment A' to these Technical Specifications.
- (2) The Contractor shall also, for the entire period during which testing of materials and workmanship is required, provide an equipped and furnished Laboratory Field Office of at least 20.00 square meters of useable floor area, and which shall be complete with its own sanitary facilities if not attached to the Field Office. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Laboratory Field Office is shown in 'Attachment B' to these Technical Specifications.
- (3) The Field Office and Laboratory Field Office shall be located within close proximity to the Site and usually within the batching plant compound. In a location approved of by the Engineer and shall be made available for the Engineer's occupation before any construction work commences. Such facilities may, entirely at the discretion of the Contractor, be in rented accommodation or be purpose built, provided always that the facility is of a standard acceptable to the Engineer. Shaded areas shall be provided at all such facilities for the Engineer decides that temporary facilities built on the Site or Government-provided land are no longer required, the Contractor shall remove all evidence of the temporary work and reinstate the ground to its original state, unless the Engineer directs otherwise.
- (4) It is the Contractor's responsibility to make all necessary arrangements to provide the Field Office and Laboratory Field Office and to provide all necessary equipment, furniture, utilities and security staff to attend thereto,

including payment thereof at his own cost. The Employer and the Engineer shall be free from any liability in connection with the use of such facilities.

- (5) The Contractor shall provide an adequate supply of all necessary stationery, printing papers, laboratory materials, testing materials and any other consumable items for the Engineer's Field Office and Laboratory Field Office as required by and to the satisfaction of the Engineer.
- (6) All equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer shall be new and shall conform to the specifications as to kinds, grades, types and sizes, all to the satisfaction of the Engineer. When the Engineer decides that such items are no longer required they shall be handed back to the Contractor, who shall then remove them from the Site.
- (7) Electrical power for the Field Office and Laboratory Field Office shall be continuously available and adequate for all the equipment, apparatus and lighting needs. Similarly, a continuous water supply and other provisions necessary for the efficient operation of all the facilities shall be made available, including the provision of potable water where the facilities are manned on a regular or continuous basis.
- (8) The Contractor shall provide an adequate complement of qualified and competent laboratory staff or technicians to carry out all the materials quality control and all the tests required by the Engineer. The persons so appointed shall work full time and shall be responsible to the Engineer for all the laboratory work required to be carried out.
- (9) The Contractor shall make available, for the exclusive use of the Engineer and staff, a single direct telephone line service and a two-way radio communication service for the entire period during which construction activities take place. If the Laboratory Field Office is adjacent to the Field Office, then an extension telephone line between the Laboratory Field Office and the Field Office shall be provided, but otherwise an additional telephone service to the Laboratory Field Office shall be provided or a cellphone."

# A.1.2 Transportation for the Engineer

The Contractor shall provide, not later than ten (10) calendar days after the issuance of the notice to proceed, one (1) 4 x 4 Crew cab Diesel Pick-up, such vehicle shall be mechanically and electrically sound, with no visible defects in the

bodywork, and shall be in good running condition for the exclusive use of the Engineers.

The Contractor shall provide substitute transportation acceptable to the Engineer if there is a delay in providing the transportation specified in the Contract and during any period when the specified transportation is taken out for service, maintenance, repair or any other reason.

# A.1.3 Assistance to the Engineer

The Contractor shall provide such equipment, instruments and apparatus as determined by the Engineer from time to time, based on the specific activities to be undertaken."

# A.2 Measurement and Payment

### A.2.1 Measurement

(1) The provision of the Field Office and the Laboratory Field Office (which shall be deemed to be inclusive of all necessary equipment, furniture, appliances and survey equipment for the Engineer) shall be stated in an item and measured in months.

The payment for the Field Office and Laboratory Field Office shall be deemed to include all rental fees or supply, erection and subsequent removal of temporary buildings (as appropriate), and for the provision of all utilities, including electricity, telephone and water bills, and all equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer. Maintenance of the Engineer's Field Office and the Laboratory Building (including all furniture, equipment, etc.) shall also be considered incidental to and covered within the pay item for the provision of the facilities. No separate payment shall be made in respect of consumables.

(2) The provision of transportation for the Engineer's use shall be measured in months.

The payment for transportation shall be deemed to include remuneration for a qualified and competent driver, supply of all appropriate fuel and lubricants, and all necessary maintenance, spare parts and servicing to keep the respective vehicle(s) in first class condition at all times."

#### A.2.2 Payment

Payment for the Engineer's Field Office and Laboratory Field Office shall be due and payable for the entire period for which the Engineer occupies the facilities.

Payment for the provision of transportation for the Engineer's use shall be due and payable for the entire period for which the Engineer makes use of such provision. Payment for part of a month shall be made on a proportional basis, calculated by dividing the monthly rate by 30 days and multiplying by the number of calendar days for which use of the transportation was provided.

Payment will be made	under:	
Pay Item		Unit of
Number	Description	Measurement
A.1.1	Field Office for the	Month
	Engineer (inclusive of maintenance and	
	provision of furniture, utilities, etc.)	

# SPL 1 PROJECT BILLBOARD

# Description

This Item shall consist of furnishing and installing project billboard in accordance with this Specification and details shown on the Plans, or as required by the Engineer.

The project billboard shall comply in all respects with the "COA Circular No. 2013-004" dated January 30, 2013. The information and publicity on projects of Government Agencies including Foreign Funded Projects are being guided by this Circular.

The project billboard will be erected as soon as the award has been made. It will be located at the beginning and at the end of the subproject throughout the project duration.

The size, materials and design to be used for the project signboard will specifically adhere to the General Guidelines No. 2.2.3 of the Circular while the content of the information shall conform to the General Guidelines No. 2.2.6 and the sample format shown in "Annex A" of the Circular.

# **Material Requirements**

# Tarpaulin

The design and format of the tarpaulin shall have the following specifications:

Color :	White	<u>}</u>	
Size :	8 ft. x 8 ft.		
Resolution	:	70 dpi	
206			

Font :HelveticaFont Size of Main Information: 3 inchesFont Size of Sub-Information: 1 inchFont Color: BlackSuitable Frame: Rigid wood frame with

post; and

Posting: Outside display at the project location after award has been made.

				Name of Agence Business Addres			PLGU LOGO
Location: Implementing Development Contractor/Si Brief Descrip	Agency/ies: Partner/s: upplier: tion of Project:			Cost: Fund S	Source/s: LP, GOP, LGU	<u>,                                     </u>	
Project Details: Project Date		Project Status			Remarks		
Duration	Started	Target Date of Completion	Percentage of Completion	As of (Date)	Cost Incurred to Date	Date Completed	
CO/	Regional Office No.	t this project, please con /Cluster:0			ch has audit jurisdiction o 91957	n this project:	

#### ANNEX 14 PROJECT BILLBOARD

The information shall contain but not limited to i.) logo of the funding agencies, ii.) the name of implementing agencies, iii.) name of contractor, iv.) subproject's title, location, cost and description, v.) project details to include duration, date started, target date of completion and project status, and vi.) COA and WB Anti-corruption Hotline.

The display/and or affixture of the picture, image, motto, logo, color motif, initials or other symbol or graphic representation associated with the top leadership of the project proponent or implementing agency/unit/office, on project billboard, is considered unnecessary. (General Guidelines No. 2.2.6)

# **Post and Frame**

Posts and frames/braces shall be made from good lumber with a 2X3 and 2x2 inches size respectively and shall be well-seasoned, straight and free of injurious defects. The frame will be covered with 2 pieces <sup>1</sup>/<sub>4</sub> inch thick marine plywood where the tarpaulin will be attached.

# **Concrete Foundation Blocks**

The concrete for the foundation blocks shall be Class A in accordance with Item 405, Structural Concrete and shall be of the size shown on the Plans.

### **Construction Requirements**

#### **Excavation and Backfilling**

Holes shall be excavated to the required depth to the bottom of the concrete foundation as shown on the Plans.

The space around the post shall be backfilled to the ground line with approved material in layers not exceeding 100 mm and each layer shall be moistened and thoroughly compacted. Surplus excavated material shall be disposed of by the Contractor as directed by the Engineer.

#### **Erection of Posts**

The posts shall be erected vertically in position inside the formwork of the foundation block prior to the placing of the concrete and shall be adequately supported by bracing to prevent movement of the post during the placing and setting of concrete. The posts shall be located at the positions shown on the Plans.

### **Tarpaulin Installation**

Tarpaulin shall be installed in accordance with the details shown on the Plans. The frame should be covered with the marine plywood before the tarpaulin is attached.

### **Method of Measurement**

The quantities of project billboard shall be in pieces of such signs of the size specified, including the necessary posts and supports erected and accepted.

# **Basis of Payment**

The quantities measured as determined in the Method of Measurement, shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for furnishing and installing project billboard, for excavation, backfilling and construction of foundation blocks, and all labor, equipment, tools and incidentals necessary to complete the Item.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
SPL 1	Project Billboard	Each

# **SPL 3 – LIGHTING FIXTURES AND LAMPS**

# PART 1 - GENERAL

# 1.1 SCOPE

This specification covers the furnishing of materials and labor including equipment necessary to complete the installation of lighting fixtures as shown on drawings.

# **1.2 DELIVERY, STORAGE, AND PROTECTION**

Deliver materials to the site in an undamaged condition. Carefully store materials off the ground to provide proper ventilation, drainage, and protection against dampness.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- LED Bulb
- High bay aluminum Reflector
- LED Spot Light

# PART 3 - EXECUTION

# **3.1 INSTALLATION**

**3.1.1** Devices are factory-installed and require minimal labor to set up during fixture installation.

# 4.0 METHOD OF MEASUREMENT

Lighting Fixtures and Lamp fan shall be measured by the number of units or pieces.

# **5.0 BASIS OF PAYMENT**

The quantities measured as determined in Method of Measurement shall be paid for at the contract unit price, which price and payment shall be full compensation for furnishing and placing all materials including all labor, equipment, tools and incidentals necessary to complete the prescribed work in this Section. Payment will be made in accordance with the Bill of Quantities.1100.6 General Specifications.

# **SPL 4- EXHAUST FAN**

# PART 1 - GENERAL

# 1.1 SCOPE

This specification covers the furnishing of materials and labor including equipment necessary to complete the fabrication of exhaust fan as shown on drawings.

# 1.2 DELIVERY, STORAGE, AND PROTECTION

Deliver materials to the site in an undamaged condition. Carefully store materials off the ground to provide proper ventilation, drainage, and protection against dampness.

# PART 2 - PRODUCTS

# **2.1 MATERIALS**

20' x 20' Industrial Exhaust Fan

# 2.2 EXHAUST FAN

Axial-Flow Exhaust Fans are driven by single-phase capacitance operated motor.

Made: cast iron

# PART 3 - EXECUTION

# **3.1 INSTALLATION**

3.1.1 wall mounted.

# 4.0 METHOD OF MEASUREMENT

Exhaust fan shall be measured by the number of units or pieces.

# **5.0 BASIS OF PAYMENT**

The quantities measured as determined in Method of Measurement shall be paid for at the contract unit price, which price and payment shall be full compensation for furnishing and placing all materials including all labor, equipment, tools and incidentals necessary to complete the prescribed work in this Section. Payment will be made in accordance with the Bill of Quantities.

# **SPL 5 HEALTH AND SAFETY**

# *The following shall be the minimum requirements for the approval of a Construction Safety and Health Program (CSHP) under the* Department of Labor and Employment (DOLE) Department Order No. 13, Series 1998.

# 1.1 Company Safety and Health Policy. The following shall apply:

A Company Safety Policy which shall serve as the general guiding principles in the implementation of safety and health on site duly signed by the highest company official or his duly authorized representative who has the over---all control of project execution and should include the contractor's general policy towards occupational safety, worker's welfare and health, and environment.

A Safety policy, which shall include the commitment that the contractor shall comply with DOLE minimum safety requirements, including reporting requirements of the Occupational Health and Safety Standards (OSHS), and other relevant DOLE issuances. These may include, but are not limited to the following:

- a. Registration (Rule 1020 and DO 18---02)
- b. Report of Safety Committee Organization (Rule 1040)
- c. Notification of Accidents and Occupational Illnesses (Rule 1050)
- d. Annual Work Accident/Illness Exposure Data Report (Rule 1050)
- e. Application for installation of mechanical/electrical equipment for construction of structure for industrial use (Rule 1070 and 1160)
- f. Annual Medical Report (Rule 1960)

**1.2** Specific Construction Safety and Health Program shall contain the tendering agency's requirements in addition to the minimum requirements under the appropriate sections of D.O. No. 13 whenever deemed as applicable.

# 1.3 Composition of Construction Safety and Health Committee.

A structure and membership of the construction safety and health committee which shall be consistent with the minimum requirements of Section 11 of D.O. 13, series of 1998.

# 1.4 Safety and Health Personnel. The following shall apply:

- a. All appointed first---aiders shall be duly trained and certified by the Philippine National Red Cross and shall possess a Certificate of Basic First Aid Training Course (Standard) with a valid PNRC ID Card.
- b. All appointed Safety Officers shall have completed the 40---hour BWC prescribed safety and health course as required by Rule 1030 of the OSHS, as amended by D.O. 16. All full---time safety personnel shall be accredited by the BWC pursuant to D.O. 16.
- c. All physicians and nurses assigned at the project site shall have completed the Bureau prescribed course on occupational safety and health course, pursuant to Rule 1960 of the OSHS.

# **1.5** Specific duties and responsibilities of the Safety Officer. The following shall apply:

- a. Specific duties and responsibilities shall comply with the outlined duties and responsibilities in Rule 1047 of the OSHS; and
- b. Procedure on the required performance of the assigned duties and responsibilities of safety officers in the construction site.

# **1.6** Applicable In---plant Safety and Health Promotion and Continuing Information Dissemination. The following shall apply:

- a. Detailed information dissemination or advisories to the new employees prior to on---site assignment, e.g. conduct of safety orientation, company's health and safety policies, hazards related to the job safety measures, safe work procedures.
- b. Detailed programs on continuing education such as trainings and seminars, if any, that shall be given to employees, e.g. BOSH, refresher course, first aid training, refresher course toolbox meeting, construction safety training for site safety officers, 80---hour advance safety course prescribe.
- c. Arrangements for conveying information on safety and health IEC materials e.g. Posters/komics/flyers, safety signages, handbooks/manuals, bulletin boards
- d. Arrangements for setting up sub---committees on safety and health, where necessary.
- e. Schedule of safety related activities, e.g. toolbox meeting, health and safety committee meeting

**1.7** Accident and incident investigation, recording, and reporting. The following shall apply:

- a. All accidents or incidences shall be investigated and recorded.
- b. All work related accidents resulting to disabling injuries and dangerous occurrences as defined in OSH Standards (Rule 1050) shall be reported.
- c. Responsible or duly authorized officer for accident or incident investigation recording and reporting who are either the employer/owner/project manager/safety officer
- d. Accident Report shall contain the minimum information as required in DOLE/BWC/OHSD/IP---6.
- e. Shall notify the appropriate DOLE Regional within 24 hours in case of fatal accidents. An accident investigation shall be conducted by the Regional Office within forty eight (48) hours after receipt of initial report of the employer.

# **1.8** Provisions for the protection of the general public within the vicinity of the company premises during construction and demolition. The following shall apply:

- a. Measures in order to ensure the safety of the general public shall be pursuant to Rule 11 of the National Building Code---Implementing Rules and Regulations: Protection of Pedestrians During Construction or Demolition
- b. Appropriate provisions and rules of OSHS
  - --- Rule 1412.09: Protection of the Public
  - --- Rule 1412.12: Protection against collapse of Structure
  - --- Rule 1412.16: Traffic Control
  - --- Rule 1413: Excavation
  - --- Rule 1417: Demolition
  - --- Rule 1060: Premises of Establishments
  - --- D.O. 13, Section 9: Construction Safety Signs
  - --- Other relevant provisions of OSHS.

# 1.9 General safety within construction premises. The following shall apply:

The provisions for danger signs, barricades, and safety instructions for workers, employees, public, and visitors such as, housekeeping; walkway surfaces; means of access i.e. stairs, ramps, floor openings, elevated walkways, runways and platforms; and, light.

# 1.10 Environmental Control (Rule 1070 of the Standards). The following shall apply:

- a. Monitoring and control of hazardous noise, vibration and air---borne contaminants such as gases, fumes, mists and vapors.
- b. Provisions to comply with minimum requirements for lighting, ventilation and air movement.

# **1.11 Guarding of hazardous machinery (Rule 1200 of the Standards).** The following shall apply:

- a. Provisions for installation/design of built---in machine guards.
- b. Provisions for built---in safety in case of machine failure.
- c. Provisions for guarding of exposed walkways, access---ways, working platforms.

# **1.12** Provisions for and use of Personal Protective Equipment (PPE) --- (Rule 1080 of the Standards). The following shall apply:

- a. Appropriate types and duly tested PPEs to be issued to workers after the required training on their use.
- b. Provisions for maintenance, inspection and replacement of PPEs.
- c. In all cases the basic PPE commonly required for all types of construction projects are hard hats, safety shoes and working gloves. Other PPEs shall be required depending on the type of work and hazards.

# **1.13 Handling of Hazardous Substances – (Rule 1090 of the Standards).** The following shall apply:

Provision for identification, safe handling, storage, transport and disposal of hazardous substances and emergency procedure in accordance with Material Safety Data Sheet (MSDS) in cases of accidents.

# 1.14 General materials handling and storage procedures. - (Rule 1150 of the

*Standards).* The following shall apply:

- --- Safe use of mechanical materials handling equipment
- --- Secured and safe storage facilities
- --- Regular housekeeping as necessary so as not to constitute and/orresent hazards
- --- Clearly marked clearance limits
- --- Proper area guarding of storage facilities

# **1.15** Installation, use and dismantling of hoist and elevators.---Rule 1415.10 Testing and Examination of Lifting Appliance, Rule 1220 Elevators and Related Equipment. The following shall apply:

a. Provisions to ensure safe installation, use and dismantling of hoist and elevator;

b. Periodic inspection of hoists and elevators.

**1.16 Testing and inspection of electrical and mechanical facilities and equipment.** The following Rules of the Occupational Safety and Health Standards shall apply: **Rule Coverage** 

- a. Rule 1160 --- Boiler
- b. Rule 1170 --- Unfired Pressure Vessels
- c. Rule 1210 --- Electrical Safety
- d. Rule 1220 --- Elevators and Related Equipment
- e. Rule 1410 --- Construction Safety
- f. Rule 1415.10 Training and Examination of Lifting Appliance

# 1.17 Workers skills and certification. The following shall apply:

- a. Provisions to ensure that workers are qualified to perform the work safely.
- b. Provisions to ensure that only qualified operators are authorized to use and operate electrical and mechanical equipment.

# **1.18** *Provisions for emergency transportation facilities for workers.* The following shall apply:

Rule 1963.02 of the Occupational Safety and Health Standards – Emergency Medical and Dental Services

# 1.19 Fire Protection Facilities and Equipment. The following rule shall apply:

- a. Fire protection facilities and equipment as required under Rule 1940 of the OSHS
- b. Proposed structure and membership of fire brigade
- c. Provision for training on emergency preparedness

# 1.20 First aid and health care medicines, equipment and facilities.

- a. Identification of the proposed first aid and health care facilities that the employer shall provide satisfying the minimum requirements of OSHS.
- b. Identification of the medical and health supplies, such as medicines and equipment to be provided.
- c. In all cases, the provision of first aid medicines and emergency treatment shall be mandatory.
- d. In the absence of the required on site health care facilities, the employer shall attach a copy of a written contract with a recognized emergency health provider as required under the OSHS.

# **1.21 Workers Welfare Facilities.** The following shall apply:

- a. Provisions for toilet and sanitary facilities
- b. Proposed bathing, washing, facilities
- c. Proposed facilities for supplying food and eating meals
- d. Proposed facilities for supplying potable water for drinking and for washing
- e. Proposed facilities for locker rooms, storing and changing of clothes for workers.

# 1.22 Proposed Hours of Work and Rest and Rest Breaks. The following shall apply:

- a. Work schedules, working hours, shifting schedules
- b. Frequency and length of meals and breaks
- c. Schedule of rest periods

# 1.23 Waste Disposal. The following shall apply:

- a. Proposed method of clearing and disposal of waste.
- b. Provisions for permits and clearance where require in disposal of hazardous wastes.

# 1.24 Disaster and Emergency Preparedness Contingency

# **1.25 Safety Program**. The Safety Programs shall contain the following:

- a. Standard work procedures.
- b. Job hazard analysis for the following activities as applicable to the project.
- c. Other hazardous work, not outline herein but will be performed during project execution must also be included.

# The activities may consist of any number of the following, depending on the nature of the project, vis---à---vis exposure to hazards:

- a. Site Clearing
- b. Excavations
- c. Erection and dismantling of scaffolds and other temporary working platforms
- d. Temporary electrical connections/installations
- e. Use of scaffolds and other temporary working platforms
- f. Working at unprotected elevated working platforms or surfaces
- g. Work over water
- h. Use of power tools and equipment

- i. Gas and electric welding and cutting operations
- j. Working in confined spaces
- k. Use of internal combustion engines
- l. Handling hazardous and/or toxic chemical substances
- m. Use of hand tools
- n. Working with pressurized equipment
- o. Working in hot or cold environments
- p. Handling, storage, usage and disposal of explosives
- q. Use of mechanized lifting appliances for movement of materials
- r. Use of construction heavy equipment
- s. Demolition

# The hazard analysis shall contain the following:

- a. Identification of possible hazards for a particular activity.
- b. Identification of any company permits or clearances needed prior to the performance of the activity together with the name of person/s who is authorized to issue such permit or clearance.
- c. Identification of the proposed improvement in work standard procedures that shall be followed during implementation of a particular activity.
- d. Company inspection procedures to ensure safety during the execution of a particular activity.
- e. Identification of emergency procedures in case of accidents or any untoward incident while performing a particular activity.

**1.26** Company Penalties/Sanctions for Violation/s of the Provision/s of Safety and Health Program – The appropriate penalties or sanctions for violation of company rules and regulations or those stipulated in the CHSP and the observance of due process.

# 2. Personal Protective Equipment by Type of Project

# **2.1 General Building Construction Project (GBC).** The following classifications shall apply:

Classification: Air Navigation Facilities, Power Transmission & Distribution, Building and Housing, Communication facilities, Sewerage, water treatment plants and Site/Land development.

# 2.2 General Engineering Construction Project. The following classifications shall apply:

Classifications: Roads and Airports (Horizontal structure), bridges, irrigation system, flood control and drainages, dams, tunneling, ports and harbor, water supply

2.3 Specialty Construction Project. The following classifications shall apply:

Classifications: Electrical work, mechanical work, plumbing and sanitary work, air conditioning or refrigeration, water proofing work, painting work, communication facilities, foundation or piling work, structural steel work, concrete pre---cast, elevator or escalator, well drilling work, navigational equipment and instrument installation, electromechanical work, metal roofing and siding installation, structural demolition and landscaping.

**3.** Safety Personnel and Skilled Worker. The following shall apply: 3.1 Minimum Required Safety Personnel. The following shall apply:

- a. The General Constructor shall provide for a full time officer, who shall be assigned as the general construction safety and health officer to oversee full time the overall management of the Construction Safety and Health Program.
- b. The General Constructor shall provide for additional Construction Safety and Health Officer/s in accordance with the requirements for Safety Officer of D.O. 16, s. 2001, depending of the total number of personnel assigned to the construction project site.
- c. The General Constructor shall provide for one (1) Construction Safety and Health Officer for every ten (10) units of heavy equipment assigned to the project site.
- d. Each construction contractors/subcontractors shall provide for the required number of safety officers in accordance with the requirements of D.O. 16 series 2001.

# **3.2 Qualification and Training of Safety and Health Personnel and Skilled Workers.** The following shall apply:

- a. Training of OSH Personnel shall be pursuant to D.O. 16 series of 2001 and its Procedural Guidelines.
- b. Worker Skills Certification for the critical operations/occupations shall be pursuant to D.O. 13 and D.O. 19 as well as the TESDA requirements on worker competency.

# 4. Construction Heavy Equipment. The following shall apply:

4.1 Accreditation of Organization for Testing of Construction Heavy Equipment shall be pursuant to D.O. No. 16 and its Implementing Guidelines and Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment. 4.2 Conduct of Inspection and Test of Construction Heavy Equipment shall be pursuant to Sec. 10 of D.O. No. 13 and its Procedural Guidelines. The following shall apply:

- a. Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment
- b. Standard Checklist for Testing and Inspection of Construction Heavy Equipment.
- c. Inspection Procedures for DOLE Inspectors

4.3 TESDA Certification Requirements for Operators. Certification for Operators shall be in accordance with the requirements of TESDA on worker competency.

4.4 Monitoring and Evaluation of CHE Test/Inspection conducted shall be pursuant to the Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment.

5. Signages and Barricades. The following shall apply:

Construction Safety Signages shall be provided as a precaution and to advise the workers and the general public of the hazards existing in the worksite.

### 5.1 Signage Procedures: The signages shall be:

- a. Posted in prominent positions and at strategic locations.
- b. As far as practicable, be in the language understandable to most of the workers employed in the site.
- c. For non---raised floor areas, the attached yellow CAUTION sign shall be used when using yellow CAUTION tape.
- d. For non---raised floor areas , the attached red DANGER sign shall be used when using the red DANGER tape.
- e. Placed in designated areas at four (4) feet from ground level, if there are no other more practicable height placement.
- f. Regularly inspected and maintained in good condition to achieve its purpose. Signages that are damaged; illegible or that no longer apply as to purpose, site or language, shall be removed or be replaced by the safety officer when needed.
- g. Removed after the hazard is completely eliminated. If upon work completion the hazard is still present, the signage shall remain in place.
- h. Designed and constructed following the Overall Dimensions of Safety Signs Formula as required by the OSHS

i. Specific with the type of hazard and should indicate the name of the contaminant/ substance involved (for chemical hazards), and the type of PPE or respiratory equipment to be worn.

# 5.2 Posting of Signages shall include, but not limited to the following places:

- a. Areas where there are risks of falling objects.
- b. Areas where there are risks of falling, slipping, tripping among workers and the public
- c. Prior to entry in project sites, locations and its perimeter.
- d. Where there is mandatory requirement on the usage of PPEs.
- e. Areas where explosives and flammable substances are used or stored
- f. Approaches to working areas where danger from toxic or irritant airborne contaminants/ substances may exist,
- g. All places where contact with or proximity to electrical facility/equipment can cause danger
- h. All places where workers may come in contact with dangerous moving parts of machinery or equipment
- i. Locations of fire alarms and fire---fighting equipment
- j. Locations for instructions on the proper usage of specific construction equipment, tools.
- *5.3 Barricading Procedures:* The following shall apply:
  - a. The contractor shall provide all necessary barricades, safety tapes, safety cones or safety lines as required in isolating or protecting an unsafe work area from other workers, pedestrians or vehicular traffic.
  - b. Barricades shall completely enclose the hazardous area and effectively limit unintentional or casual entry.
  - c. Barricades shall be three (3) feet vertical height from the ground, when no other more practical height specification is available.
  - d. Barricades shall be maintained in good condition to achieve its purpose.
  - e. Barricades that are damaged; faded or that no longer apply as to purpose, site or meaning, shall be removed or shall be replaced by the safety officer.
  - f. Barricade tape shall not be used on the floor as this presents a slipping hazard of its own.

- g. In addition to using the proper warning tape, the contractor shall use the appropriate safety signage when barricading an area.
- h. All barricades shall be removed after the hazard is completely eliminated.

I. Upon work completion, if the hazard is still present, the barricade shall remain in place.

# 5.4 Installation of barricades shall include, but not limited to the following worksites conditions:

- a. hazardous areas
- b. trip hazard
- c. robotic movement
- d. energized electrical works
- e. overhead suspended load test
- f. critical high pressure test
- g. chemical introduction
- h. fall exposure
- i. Emergency Response Zone
- j. Unsafe condition zone
- k. Danger zone
- l. Confined and enclosed space

# 6. Construction Safety and Health Committee. The following shall apply:

# 6.1 Composition

- a. Project Manager or his representative as chairperson ex---officio
- b. General Construction Safety and Health Officer
- c. Construction Safety and Health Officers
- d. Safety representatives (SAFETY OFFICER) from each subcontractor.

# If DOLE's minimum requirements based on the number of workers of the contractor requires only a part time safety officer, the safety officer need not be an accredited safety practitioner or consultant.

- e. Doctors, nurses and other health personnel pursuant to the requirements stated in Rule 1042 of the OSHS
- f. Workers' representatives

If there are no contractor's sub---contractors or the constructor is a subcontractor, the safety and health committee shall be in accordance with the requirements of Rule 1040 of the Occupational Safety and Health Standards.

### 6.2 Duties and responsibilities

- a. The Project Manager or his representative shall act as the Chairperson of the committee.
- b. The committee shall conduct safety meetings at least once a month.
- c. The persons constituting the Safety and Health Committee shall, as far as practicable, be at the construction site whenever construction work is being undertaken.
- d. The committee shall continually plan and develop accident prevention programs.
- e. The committee shall review reports of inspection, accident investigation and monitor implementation of the safety program.
- f. The committee shall provide necessary assistance to government authorities authorized to conduct inspection in the proper conduct of their activities
- g. The committee shall initiate and supervise safety trainings for its employees
- h. The committee shall conduct safety inspection at least once a month, and shall conduct investigation of work accidents and shall submit a regular report to DOLE.
- i. The committee shall initiate and supervise the conduct of daily brief safety meetings or toolbox meetings.
- j. The committee shall prepare and submit to DOLE, reports on said committee meetings.
- k. The committee shall develop a disaster contingency plan and organize such emergency service units as may be necessary to handle disaster situations.

# 7. Construction Safety and Health Reports. The following shall apply:

#### 7. 1 The Construction Safety and Health Report shall include:

- a. Monthly summary of all safety and health committee meetings
- b. Summary of all accident investigations /reports
- c. Corrective/Preventive measures/action for each hazard
- d. Periodic hazards assessment with corresponding remedial measures for new hazards
- e. Safety promotions and trainings conducted/attended

# 7.2 Submission of Reports. The following shall apply:

- a. All general constructors shall be required to submit a monthly construction safety and health report to the BWC copy furnished the DOLE Regional Office concerned.
- b. In case of any dangerous occurrence or major accident resulting in death or permanent total disability, the concerned employer shall notify the appropriate DOLE Regional Office within twenty---four (24) hours from occurrence.
- c. After the conduct of investigation by the concerned construction safety and health officer, the employer shall report all disabling injuries to the DOLE Regional Office on or before the 20th of the month following the date of occurrence of accident using the DOLE/BWC/HSD---IP---6 form.

# 8. Cost of Construction Safety and Health Program. The following shall apply:

8.1 The total cost of implementing a Construction Safety and Health Program shall be mandatory and shall be made an integral part of the project's construction cost as a separate pay item, duly quantified and reflected in the Project's Tender Documents and likewise reflected in the Project's Construction Contract Documents.

8.2 The cost of the following PPEs: helmet, eye goggles, safety shoes, working gloves, rain coats, dust mask, ear muffs, rubber boots, and other similar PPE's shall be indicated/enumerated per cost, per worker, foreman, leadman, jackhammer operator, carpenter, electrician, mason, steelman, painter, mechanic, welder, plumber, heavy equipment operator, physician/inspector, and other such personnel.

8.3 The PPEs shall be sufficient in number for all workers particularly where simultaneous construction activities/operations in different areas are being undertaken.

8.4 The cost of the minimum required inventory of medicines, supplies and equipment as indicated in "Attachment C" of the OHS Standards shall be included.

8.5 The safety personnel manpower cost salaries/wages, benefits shall be included.

8.6 Cost of safety promotions/activities, training conducted and salaries of safety and health personnel, medical personnel employed or engaged by constructor.

# 9. Safety and Health Information. The following shall apply:

# 9.1 Workers shall be adequately and suitably:

- a. Informed of potential safety and health hazards to which they may be exposed at their workplace.
- b. Instructed and trained on the measures available for the prevention, control and protection against those hazards.

# 9.2 Every worker shall receive instruction and training regarding general safety and health common to construction sites which shall include, but not limited to the following:

- a. The basic rights and duties of the workers at the construction site.
- b. The means of access and egress, both during normal work and in emergency situations.
- c. The measures for good housekeeping.
- d. The location and proper use of welfare and first---aid facilities.
- e. The proper care and use of the items or personal protective equipment and protective clothing provided the workers.
- f. The general measures for personal hygiene and health protection.
- g. The fire precautions to be taken.
- h. The action to be taken in case of any emergency.
- i. The requirements of relevant health and safety rules and regulations.

# 9.3 The instruction, training and information materials provided shall be given in a language or dialect understood by the worker.

Written, oral, visual and participative approaches shall be used to ensure that the worker has understood and assimilated the information.

**9.4** Each supervisor or any person e.g. foreman, lead man, gangboss, and other similar personnel shall conduct daily tool box or similar meetings prior to the start of the operations for the day to discuss with the workers and to anticipate safety and health problems related.

**9.5** No person shall be deployed in a construction site unless he has undergone a safety and health awareness seminar conducted by safety professionals or accredited organizations or other institutions recognized by DOLE.

#### 9.6 Specialized instruction and training shall be provided to the following:

- a. Drivers and operators of lifting appliances, transport, earth---moving and materials--- handling equipment and machinery; or any equipment of specialized or dangerous nature.
- b. Workers engaged in the erection or dismantling of scaffolds.
- c. Workers engaged in excavations at least one (1) meter deep or deep enough to cause danger, shafts, earthworks, underground works or tunnels.
- d. Workers handling explosives or engaged in blasting operations.

- e. Workers engaged in pile---driving.
- f. Workers in compressed air cofferdams and caissons.
- g. Workers engaged in the erection of prefabricated parts of steel structural frames and tall chimneys, and in concrete work, form work and other such type of work.
- h. Workers handling hazardous substances and materials.
- i. Workers as signalers and riggers.
- j. Other types of workers as may be categorized by TESDA

# 10. Welfare Facilities. The following shall apply:

The employer shall provide the following welfare facilities in order to ensure humane working conditions:

# 10.1 Adequate supply of safe drinking water:

- a. If the water is used in common drinking areas, it shall be stored in closed containers from which the water is dispensed through taps or cocks. Such containers shall be cleaned and disinfected at regular intervals but not exceeding fifteen (15) days.
- b. Notices shall be posted conspicuously in locations where there is water supply that is not for drinking purposes

# 10.2 Adequate sanitary and washing facilities:

- a. Adequate facilities for changing and for the storage and drying of work clothes.
- b. Adequate accommodation facilities for taking meals and for shelter.
- c. Adequate washing facilities regardless of sex for every 25 employees up to the first 100 and an additional of one (1) facility for every 40 additional workers.
- d. Suitable living accommodation for workers and as may be applicable for their families, such as separate sanitary, washing and sleeping facilities for men and women workers.

# 10.3 Adequate and suitable toilet and bath facilities for both male and female workers at the following ratio:

a. Where the number of female workers exceeds 100, one (1) and bath facilities for every 20 female workers up to the first 100 and one (1) toilet and bath facilities for every 30 additional female workers.

- b. Where the number of male workers exceeds 100 and sufficient urinals have been provided, one (1) toilet and bath facilities for every 25 sales up to the first 100 and one (1) more for every 40 additional male workers.
- c. Every toilet shall be provided with enclosure, partitioned off so as to provide/ensure privacy. If feasible, shall have a proper door and fastenings, so doors shall be tight fitting and self---closing.
- d. Urinals shall be placed or screened so as not to be visible from other parts of the site, or other workers.
- e. Rest rooms shall be so arranged so as to be conveniently accessible to the workers and shall be kept clean and orderly at all times.
- f. Adequate hand---washing facilities shall be so provided within or adjacent to the toilet facilities
- g. In cases where persons of both sexes are employed, toilet and bath facilities for each sex shall be situated or partitioned so that the interior will not be visible even when the door of any facility is opened from any place where persons of the other sex have to work or pass.
- h. If toilet and bath facilities for one sex adjoin those for the other sex, the approaches shall be separate, and toilet and bath facilities for each sex shall be properly indicated.

# **Mode of Measurement**

Method of Measurement shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for the provision of Personal Protective Equipment (PPE) and Devices, Medicines, Medical Supplies and other incidentals necessary to complete the item.

# **Basis of Payment**

Payment shall be made on a proportional basis, calculated by multiplying the percentage rate of physical progress to the total lump sum amount every progress billing.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
SPL 3	Health and Safety	Lump Sum

# ATTACHMENT C

	Number of Workers					
1. Medicines	1-50	51-99	100-199	200-600	601- 2,000	2,001 up
1. Topical Antiseptic, cc.	60	60	60	120	240	240
2. Antiseptic eyewash, cc.	-	-	-	-	-	-
3. 70% Isopropyl Alcohol, cc.	240	240	240	240	500	500
4. Aromatic Spirit of Ammonia, cc	30	30	30	30	30	30
5. Toothache drops, cc	15	15	30	30	30	30
6. Hydrogen peroxide soln, cc.	120	120	120	240	240	240
7. Burn ointment, tube	-	-	1	1	1	1
8. Analgesic/ Antipyretic, tablets	10	10	10	20	30	40
9. Anti-histaminic tablets	-	-	10	20	30	40
10.Antacid tablets	10	10	10	20	30	40
11.Anti–diarrhea tablets	10	10	10	20	30	40
II. Medical Supplies &	Equipme	nt		-		
			Number	of Workers		
	1-50	51-99	100-199	200-600	601- 2,000	2,001 up
1. First Aid pamphlet	1	1	1	1	1	1
2. First Aid box	1	1	1	1	1	1
3. Thermometer	1	1	1	1	2	2
4. Stethoscope	-	-	1	1	1	1
5. Sphygmomanometer	-	-	1	1	1	1
6. Sterile gauze pads	5	5	5	10	20	20
7. Gauze, bandage, roll	1	1	1	1	2	2
8. Adhesive tape, roll	1	1	1	1	1	1
9. Absorbent cotton	*	*	*	*	*	*

# Estimates of Medicines, Supplies and Facilities for Non-Hazardous Workplaces

10.Bandage scissors	1	1	1		1	1	1
11.Triangular	-	1	1		1	2	2
bandage							
12.Safety pins	-	*	*		*	*	*
13.Tongue	-	-	1	00	100	100	100
depressors, wooden							
14.Hot water bag	1	1	1		1	1	1
15.Ice bag	1	1	1		1	1	1
16.Disposable	-	-	1	0	10	10	20
hypodermic syringes							
w/needles, 2.5cc							
17.Rubber tourniquet	1	1	1		1	1	1
18.Venoclysis set (IV	-	1	1		2	2	2
tubing butterfly)							
19. Minor Surgical	-	-	*		*	*	*
Instruments							
20.Forceps	-	*	*		*	*	*
21. Sterilizer	-	-	-		-	1	1
22.Waste pail	1	1	1		1	1	1
23.Soap cake	*	*	*		*	*	*
24.Examining table	-	-	-		1	1	1
25.Linens	-	-	-		*	*	*
26.Bed	-	-	-		1	1	1
27.Stretcher	-	-	-		1	1	1
28.Cabinet for	-	-	1		1	1	1
medicine & supplies							
III. Medical Facilities							
		Number of Workers					
		1-50	51-99	100-199	200-	601-	2,001 up
					600	2,000	
Treatment Room X X X							
2. Emergency Clinics							
3. Emergency Hospital	/Infirma	ry					
4. Dental Clinic X							

# SPL 6 MOBILIZATION AND DEMOBILIZATION

# General

Work under this Contract shall be in accordance with the terms and conditions stipulated in the Bid Documents.

## Scope of Work

This Section includes mobilization, demobilization, assembly, and disassembly of all proposed minimum equipment including incidentals necessary to complete the work. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. In no case shall mobilization and demobilization exceed 1% of the Estimated Direct Cost (EDC) of the civil works items

## Mobilization

- a) The Contractor shall mobilize and put into operation all equipment required to undertake the Bid Documents, which is the Bill of Quantities and all associated work items.
- b) Mobilization shall include the transferring to the job-sites of all equipment necessary for the execution and completion of the work subject to the confirmation of the LGU.
- c) Equipment encountering breakdowns must be repaired at the most expeditious method possible at no cost to the LGU. In the event that the equipment call for major repair works that cannot be undertaken at the site, the Contractor shall replace such equipment with equal or better performance capacity at no additional mobilization costs to the LGU, and the Contractor shall not be entitled to any time extension.
- d) The Contractor will be held responsible for any damage to existing structures, works, materials, or equipment because of his operations. The Contractor shall repair or replace any damaged structures, works, materials, or equipment to the satisfaction of the LGU, and at no additional cost to the Procuring Entity.
- e) The Contractor shall be responsible for all damage to streets, roads, railroads, curbs, sidewalks, highways, shoulders, ditches, embankment, culverts, bridges, or other public or private property, which may be caused by the transport of equipment to or from the Works.
- f) All construction equipment provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof without the approval of the LGU.
- g) The LGU shall not at any time be liable for the loss or damage to any of the said construction plant and equipment provided by the Contractor.

# Demobilization

Demobilization upon request of the Contractor and approval by the LGU shall include the following:

- a) The dismantling, preparation and loading for removal and shipment of all Contractors' equipment at the site after completion of the works.
- b) Transportation of all the above equipment from the site to the Contractor's home station or somewhere else outside the sites.
- c) Removal of all supplementary markers furnished and installed by the Contractor, provided that the LGU has not taken the option to retain the markers.
- d) The clean-up of the Site and the removal of materials, debris, waste, etc., and making good damages or temporary alterations, to the satisfaction of the LGU.
- e) The restoration, up to a degree acceptable to the LGU, of damage to the surrounding area (including vegetation, minor structures etc.) resulting from the construction or construction-related activities

# Method of Measurement

The Lump sum price shall provide for the mobilization and demobilization of all Contractor's equipment to cover all costs for mobilization and demobilization, transportation, insurance during transportation, port fees, taxes, utilities, operators and all other incidentals.

The payment shall cover the dismantling of the work site by the Contractor, with removal of all the alterations, construction equipment, so that the site is restored to the state it was in before the installations and equipment were placed there.

# **Basis of Payment**

All costs associated with and necessary for compliance with this Specification shall be included in the Lump Sum price. No additional or separate payment will be made in this regard.

The LGU may at any time withhold payment if in the opinion of the Engineer, the requirements of this Specification section are not provided.

The Lump Sum payments will be paid following the schedule below:

- 50 % of the lump sum cost will be paid for mobilization and 50% for demobilization.
- The progress billing for mobilization is computed by dividing the number of equipment mobilized at the site over the total minimum number of equipment required in the bidding documents multiplied

by 50% of the lump sum cost. Likewise, payment for demobilization will follow the computation process for mobilization but only after the completion of the works assigned to the equipment and site restored in good condition.

Pay Item	<b>Description</b>	<u>Unit</u>
SPL 1	Mobilization and Demobilization	lump sum

# HAND TOOLS

Brand new hand tools will be turned over by the contractor during completion of the project for the operation and maintenance of the **Construction of Tilapia Production & Marketing Warehouse Brgy. Planas, Ramon, Isabela**. These hand tools will be considered as indirect cost and not as pay item.

# 1. Hammer (2 pieces)

Key Specifications/Special Features:

- Material: drop forged cast steel
- With wooden handle
- Bleached and laser cured wooden shaft
- Polished head
- Size: 27mm
- Over-all length: 15 inches
- 2. **Shovel (4 pieces)** Heavy duty, lightweight, one-piece shovel scoop ideal for material handling and industrial applications.

Key Specifications/Special Features:

- Stainless steel blade and heat treatment
- Mirror polished
- D-shaped PP handle
- Total size: 41-3/4 inches
- Cubic feet: 1.78 feet
- Length: 38 inches
- 3. **Wheel Barrow** (1 piece) 10.5kg. Wheel Barrow with 78L Water Capacity and 5cbf Sand Capacity

Key Specifications/Special Features:

- Load: 160kg
- Weight: 10.5kg
- Water capacity: 78L
- Sand capacity: 5cbf
- Wheel: 13 x 3 inches
- 4. **Brush Cutter** (2 pieces) 43cc Gasoline Brush Cutter, used for cutting Shrub and Grass with Metal Blade

Key Specifications/Special Features:

- Engine: two-stroke, air-cooled single cylinder
- Displacement: 43cc
- Maximum power: 1.64kW/7,500rpm
- Fuel tank capacity: 1,000mL
- Working shaft length: 1,650mm
- Mass without cutter and empty tanks: 7.5kg
- Cutter type: mental blade
- Diversified blade cutter and belt can be chosen
- EPA emission configuration is available
- GS/CE approvals
- Anti-vibration, fast-idle control
- Fully adjustable, automatic chain oiling pump
- Adjustable open handle

# Section VII. Drawings

Sheet Title	Page
Architectural Plan	
Perspective, Vicinity, Geotag Map, Location Map, Philippine Map	1/4
Site Development Plan and Details & Quantity Table	2/4
Floor Plan, Front Elevation, Rear Elevation, Right Side Elevation, Left Side Elevation, Cross & Longitudinal Sections	3⁄4
Reflected Ceiling Plan, Roof Plan, Schedule of Doors and Windows, Flooring Finishing Schedule, Foundation Plan, Tie Beam Layout	4/4
Structural Drawings	
Typical Beam Detail, Column-Footing Detail, Wall Footing Detail Detail of Ramp and Stair	1⁄4
Roof Framing Plan, Truss Diagram, Detail of Sag-rod and C-Purlin Connection, Detail of Cross Bracing and Turn Buckle Connection Strut Beam Detail, Canopy Truss Diagram & Detail	2/4
Column-Footing Detail, Site Development Foundation Plan, Typical Detail of tie Beam & Grade Beam	3/4
General Notes and Construction Standards, Project Billboard Typical Reinforcement Detail, Elevations	4/4
Electrical Plan	
Lighting Layout, Power Layout, General Notes, Legends	1/2
Single Line Diagram, Schedule of Loads, Detail Connection of High-bay Light	2/2
Sanitary Plan	
Storm Drainage Layout, General Notes, Detail of Catch Basin, Legend, Isometric Layout	1/2

# Section VIII. Bill of Quantities

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
	SITE DEVELOPMENT				
	Mobilization/Demobilization				
800(1)	Clearing & Grubbing	Has.	0.01		
803	Structure Excavation	Cu.m.	26.60		
804	Embankment	Cu.m.	82.04		
900	Reinforced Concrete	Cu.m.	12.74		
704	Concrete Masonry Blocks	Sq.m.	27.11		
1027	Plastering	Sq.m.	27.11		
	WAREHOUSE				
403	Metal Structure	Kgs.	3,272.22		
	EARTHWORKS				
803	Structure Excavation	Cu.m.	60.02		
804	Embankment	Cu.m.	139.66		
900	Reinforced Concrete	Cu.m.	49.69		
	FINISHING WORKS				
1001.2(a)	PVC Pipes	Mts	63.00		
1001.2(b)	PVC Fittings	Each	41.00		
1005(a)	Residential Casement	Sq.m.	18.78		
1010	Wooden Doors	Sq.m.	1.89		
1011	Rolling-up Doors	Sq.m.	21.41		

1013.2.2	Fabricated Metal Roofing Accessories	Ln.m.	48.30	
1014	Pre-Painted Metal Sheets	Sq.m.	126.50	
1027	Plastering	Sq.m.	355.86	
1032	Painting Works	Sq.m.	1,067.58	
	ELECTRICAL WORKS			
1100(1)	Conduit Pipe	Ln.m.	195.00	
1100(4)	Conduit Pipe Elbow	Pcs.	54.00	
1100(15)	Utility Boxes	Pcs.	21.00	
1100(17)	Square Box	Pcs.	18.00	
1101(1)	Electric Wire	Rolls	4.00	
1101(2)	Single Pole Tumbler Switch	Set	4.00	
1101(3)	Two-Gang Tumbler Switch	Set	4.00	
1101(4)	Three-Gang Tumbler Switch	Set	1.00	
1101(6)	Duplex Convenience Receptacles	Set	10.00	
1102(1)	Panel Board (Circuit Breaker Type)	Set	1.00	
704	Concrete Masonry Blocks	Sq.m.	242.78	
	SPECIAL ITEMS			
A.1.1	Facilities for the Engineer	Mos.	7.00	
SPL 1	Project Billboard	Each	1.00	
SPL 3	Lighting Fixtures & Lamps	Set	10.00	

SPL 4	Exhaust Fan	Each	6.00		
SPL 5	Const. Safety & Health Program	L.S.	1.00		
SPL 6	Mobilization and Demobization	L.S.	1.00		

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Amount in Words:

# Section IX. Bidding Forms

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Bid Form	
Notice of Award	
Form of Contract Agreement	
Bid-Securing Declaration	
Qualification Information	
Form of Performance Security (Bank Guarantee)	
Bank Guarantee for Advance Payment	

# **Bid Form**

Date: \_\_\_\_\_\_ IB<sup>1</sup> N<sup>o</sup>:

To: [name and address of PROCURING ENTITY] Address: [insert address]

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

<sup>&</sup>lt;sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:
In the capacity of:
Signed:
Duly authorized to sign the Bid for and on behalf of:
Date:

[Letterhead of the Entity]

Date: [insert date]

To: [Name and address of Contractor]

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of Contract and identification number as given in the ITB]* for the Contract Price of *[insert amount in specified currency]*, as corrected and or modified<sup>2</sup> if applicable, in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to come to our office located at *[insert address]* to sign the formal agreement on *[date]* at *[time]*.

Authorized Signature:

Name:

Designation:

<sup>&</sup>lt;sup>2</sup> Delete "corrected and" or "corrected and modified" if not applicable.

# **Form of Contract Agreement**

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between [name and address of PROCURING ENTITY]\_(hereinafter called the "Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [insert the amount in specified currency in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (1) Other contract documents that may be required by existing laws and/or the Entity.
- 3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_(for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement)

# **Bid-Securing Declaration**

**Invitation to Bid** [Insert reference number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

# [Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

# NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_\_\_ Notary Public for \_\_\_\_\_\_ until \_\_\_\_\_\_ Roll of Attorneys No. \_\_\_\_\_ PTR No. \_\_, [date issued], [place issued] IBP No. \_\_\_, [date issued], [place issued] Doc. No. \_\_\_\_ Page No. \_\_\_\_ Book No. \_\_\_\_ Series of \_\_\_\_.

# NOTES:

The information to be filled in by Bidders in the following pages will be used for purposes of qualification as provided for in GCC Clause 7. This information will not be incorporated in the Contract. Attach additional pages as necessary.

## 1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

1.2\* Total annual volume of construction work performed in the past five years as listed in the Eligibility Data Sheet, reflected using the currency specified for the Bid.

Annual turnover data (construction only)					
Year Turnover in <u>(specified currency</u>					
1.					
2.					
3.					

1.3 Work performed as prime contractor on works of a similar nature and volume over the last five years. Proof of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date.

Project Name and Country	Name of Employer and contact person	Type of work performed and year of completion	Total Value of Contract (in specified currency)
1.			
2.			

1.4 Major items of contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of equipment	Description, make, and age (years)	Owned, leased (from whom?), or to be purchased (from whom?)
1. [Employer to specify]		
2.		
3.		

1.5\* Qualifications and experience of Contract Manager proposed for administration and execution of the Contract. Attach bio-data.

Name (primary candidate and alternate)	Years of experience in similar works	Years of experience as Contract Manager
1.		
2.		

1.6\* Financial statements for the last three (3) years. Attach audited financial statements.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attaché copies of support documents.

Source of financing	Amount in (specified currency)
1.	
2.	
3.	

- 1.8 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Entity.
- 1.9 Proposed Program of Work (work method and schedule). Attach descriptions, drawings and charts, as necessary, to comply with the requirements of the Bidding Documents.
- 1.10\* Proposed subcontracts and firms involved. Refer to GCC Clause 8.

Section of the Works	Value of subcontract	Subcontractor (Name and address)	Experience in similar work

#### 2. Joint Ventures\*

- 2.1 The information listed in 1.1 1.9 above shall be provided for each partner of the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

# (With Bank's Letter Head)

## Form of Performance Security (Bank Guarantee)

# To : [Name of PROCURING ENTITY] [Address of PROCURING ENTITY]

WHEREAS, [name and address of contractor] (hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [name of Contract and brief description of Works] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[insert amount of Guarantee in numbers and in words]*<sup>3</sup>such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demand of the said debt from the contractor before presenting us with the demand.

<sup>&</sup>lt;sup>3</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in the specified currency.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty eight (28) days from the date of issue of the Certificate of Final Acceptance.

Signature and seal of the Guarantor _	
Name of Bank	
Address	
Date	

# (With Bank's Letter Head)

# **Bank Guarantee for Advance Payment**

To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen:

In accordance with the provisions of the **GCC** Clause 32 of the above-mentioned Contract, [name and address of contractor] (hereinafter called "the contractor") shall deposit with [name of PROCURING ENTITY] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]<sup>4</sup>

We, the [Bank or Financial Institution], as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of PROCURING ENTITY] on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding [amount of Guarantee] [amount in words]<sup>5</sup>

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between [name of PROCURING ENTITY] and the contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

<sup>&</sup>lt;sup>4</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.

<sup>&</sup>lt;sup>5</sup> An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of PROCURING ENTITY]* receives full repayment of the same amount from the contractor.

Yours truly,

