

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

in accordance with

GPPB Resolution No. 06-2010 dated December 17, 2010

## **Rehabilitation of Esperanza- Pob. Sto. Tomas FMR**

**Subproject No. PRDP-IB-R011-DDN-003-000-00-2015- R1**

**Province of Davao del Norte**

July 21, 2016



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

## **BID OPENING CHECKLIST**

(The following documents be submitted by participating bidders on or before deadline of bid submission)

### **Envelope 1**

| <b>ELIGIBILITY DOCUMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a. Registration Certification of the Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| b. List of relevant contracts as specified in ITB Clause 5.4 hereof;                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| b.1 One Project of 80% value for the last 5-years with same nature and complexity (duly signed list of completed projects)                                                                                                                                                                                                                                                                                                                                                                                            |  |
| b.2 Duly signed list of the average 3-years turn-over of Total Completed Projects > 100%                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| c. Audited financial statement for the past three years;                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| d. 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</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| e. Bid Security, as to <b>form, amount, and validity period</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| - Bid Securing Declaration (prescribed template); or                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| - Cash/ Cashier's or Manager's Check; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| - Bank Guarantee (Universal or Commercial Banks)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| f. Project requirements, which shall include the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| (i) Duly signed list of Contractor's personnel (viz Project Manager- Licensed Engineer with at least 15 years of relevant work experience in project management, Project Engineer - Licensed Engineer with at least 10 years of relevant work experience in road construction, Materials Engineer - Civil Engineer with at least 5 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 |  |
| (ii) Duly signed list of Contractor's equipment units, which are owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project                                                                                                                                                                                                                                                                             |  |

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**

| <b>FINANCIAL PROPOSAL</b>         |  |
|-----------------------------------|--|
| a. Bid price in approved Bid form |  |

### **BID DATA SHEET**

Clause 20.3 Each Bidder shall submit one (1) original (which shall be used in the opening) and Four (4) copies of the first and second components of its bid.

## **TABLE OF CONTENTS**

|                     |                                             |            |
|---------------------|---------------------------------------------|------------|
| <b>SECTION I</b>    | <b>INVITATION TO BID .....</b>              | <b>4</b>   |
| <b>SECTION II</b>   | <b>INSTRUCTIONS TO BIDDERS.....</b>         | <b>6</b>   |
| <b>SECTION III</b>  | <b>BID DATA SHEET .....</b>                 | <b>34</b>  |
| <b>SECTION IV</b>   | <b>GENERAL CONDITIONS OF CONTRACT .....</b> | <b>39</b>  |
| <b>SECTION V</b>    | <b>SPECIAL CONDITIONS OF CONTRACT .....</b> | <b>73</b>  |
| <b>SECTION VI</b>   | <b>SPECIFICATIONS .....</b>                 | <b>75</b>  |
| <b>SECTION VII</b>  | <b>DRAWINGS .....</b>                       | <b>148</b> |
| <b>SECTION VIII</b> | <b>BILL OF QUANTITIES.....</b>              | <b>149</b> |
| <b>SECTION IX</b>   | <b>BIDDING FORMS .....</b>                  | <b>150</b> |

## ***Section I. Invitation to Bid***

### **Republic of the Philippines Philippine Rural Development Project**

### **Invitation to Bid for the Rehabilitation of Esperanza-Pob. Sto. Tomas FMR Subproject No. PRDP-IB-R011-DDN-03-000-00-2015- R1 Loan No. 8421-PH**

July 21, 2016

1. The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of **Philippine Rural Development Project** and it intends to apply part of the proceeds of this Loan to payments under the contract for **Rehabilitation of Esperanza-Pob. Sto. Tomas FMR /PRDP-IB-R011-DDN-03-000-00-2015-R1**.
2. The **Province of Davao del Norte**, implementing partner of the Department of Agriculture, now invites bids for the **Rehabilitation of Esperanza-Pob. Sto. Tomas FMR**. Completion of the Works is required by **853** calendar days. Bidders should have completed, **within 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 **One Hundred Seventeen Million Four Hundred Seventy Seven Thousand Pesos Only, Php 117,477,000.00**.
4. Interested bidders may obtain further information from the Bids and Awards Committee of the **Province of Davao del Norte** and inspect the Bidding Documents at the address given below from 9:00am to 4:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be purchased by interested Bidders from **July 21, 2016 – August 22, 2016** from the address below and upon payment of a non-refundable fee for the bidding documents in the amount of **Five Thousand Pesos (Php 5,000.00)**.

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

(<http://www.daprdp.net>) 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 at 50 meter intervals and track are viewable. The DA, however, requires that all potential contractors who will be awarded the contract under the project shall have undergone geotagging training provided by the PRDP Project Support Office.

6. The **Province of Davao del Norte** will hold a Pre-Bid Conference on **August 11, 2016 at 9:00 AM** at **PGSO Conference Room, PGSO Building, Government Center, Mankilam, Tagum City, Davao Del Norte** which shall be open to all interested parties.
7. Bids must be delivered on or before **August 23, 2016 at 9:00 AM** at **PGSO Conference Room, PGSO Building, Government Center, Mankilam, Tagum City, Davao Del Norte**. All bids must be accompanied by a Bid Securing Declaration or bid security in the amount of **Php 2,350,000.00** in the form of Cash/Certified (manager's or cashier's) check or in the form of Bank Guarantee issued by a universal or commercial bank.

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

8. The **Province of Davao del Norte** 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:

**ATTY. EDD MARK O.WAKAN**  
Chairman, Bids and Awards Committee  
PGSO Building, Government Center,  
Mankilam, Tagum City, Davao Del Norte  
Telephone No.: (084) 655-9411  
Email Address: pgsodn@yahoo.com

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Signature of the BAC Chairman or  
Authorized Representative of the BAC  
Chairman

## ***Section II. Instructions to Bidders***

### **TABLE OF CONTENTS**

|                                                                             |           |
|-----------------------------------------------------------------------------|-----------|
| <b>A. GENERAL.....</b>                                                      | <b>8</b>  |
| 1. Scope of Bid.....                                                        | 8         |
| 2. Source of Funds.....                                                     | 8         |
| 3. Corrupt, Fraudulent, Collusive, and Coercive Practices .....             | 8         |
| 4. Conflict of Interest .....                                               | 10        |
| 5. Eligible Bidders .....                                                   | 11        |
| 6. Bidder’s Responsibilities .....                                          | 12        |
| 7. Origin of GOODS and Services.....                                        | 14        |
| 8. Subcontracts.....                                                        | 14        |
| <b>B. CONTENTS OF BIDDING DOCUMENTS.....</b>                                | <b>15</b> |
| 9. Pre-Bid Conference.....                                                  | 15        |
| 10. Clarification and Amendment of Bidding Documents.....                   | 15        |
| <b>C. PREPARATION OF BIDS .....</b>                                         | <b>16</b> |
| 11. Language of Bids.....                                                   | 16        |
| 12. Documents Comprising the Bid: Eligibility and Technical Components..... | 16        |
| 13. Documents Comprising the Bid: Financial Component.....                  | 18        |
| 14. Alternative Bids .....                                                  | 19        |
| 15. Bid Prices .....                                                        | 19        |
| 16. Bid Currencies .....                                                    | 20        |
| 17. Bid Validity.....                                                       | 20        |
| 18. Bid Security.....                                                       | 21        |
| 19. Format and Signing of Bids .....                                        | 23        |
| 20. Sealing and Marking of Bids .....                                       | 23        |
| <b>D. SUBMISSION AND OPENING OF BIDS.....</b>                               | <b>24</b> |
| 21. Deadline for Submission of Bids.....                                    | 24        |
| 22. Late Bids.....                                                          | 24        |
| 23. Modification and Withdrawal of Bids.....                                | 25        |
| 24. Opening and Preliminary Examination of Bids.....                        | 25        |
| <b>E. EVALUATION AND COMPARISON OF BIDS.....</b>                            | <b>26</b> |
| 25. Process to be Confidential.....                                         | 26        |
| 26. Clarification of Bids .....                                             | 27        |

|           |                                                 |           |
|-----------|-------------------------------------------------|-----------|
| 27.       | Detailed Evaluation and Comparison of Bids..... | 27        |
| 28.       | Post Qualification .....                        | 28        |
| 29.       | Reservation Clause .....                        | 29        |
| <b>F.</b> | <b>AWARD OF CONTRACT .....</b>                  | <b>30</b> |
| 30.       | Contract Award .....                            | 30        |
| 31.       | Signing of the Contract.....                    | 31        |
| 32.       | Performance Security .....                      | 32        |
| 33.       | Notice to Proceed .....                         | 33        |

## **A. General**

### **1. Scope of Bid**

- 1.1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications. The name and identification number of the Contract is provided in the **BDS**.
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC Clause 1.16**.

### **2. Source of Funds**

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

### **3. Corrupt, Fraudulent, Collusive, and Coercive 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
    - (aa) deliberately destroying, falsifying, altering or concealing 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 any foreign government/foreign or international 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. This will include a firm or an organization 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;
- (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 temporary 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, 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; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) 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 BDS, 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, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
- (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 requirement: Provided, finally, that in the latter case, 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 Corporate Entities 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 dependent agencies of the GOP or the Procuring Entity.
- 5.4. (a) Unless otherwise provided in the **BDS**, the Bidder must have completed, within ten (10) years from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office consumer price index.  
  
(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**, and completed within the period stated in the Invitation to Bid and **ITB** Clause 12.1(b).

- 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) (K)] 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 to be bid.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (*EFPS*).

## **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(c)(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 10.3.
- (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 Head of the Procuring Entity 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 and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

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.
- 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. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable 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 **BDS**, 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. 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.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. Supplemental/Bid Bulletins may 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.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. Unless, otherwise provided in the **BDS**, it shall be the responsibility of all Bidders who secure 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 Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case 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) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;

(ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(b) Tax clearance per Executive Order 398, Series of 2005;

(i) Statement of all its ongoing and completed government and private contracts within ten (10) years prior to the submission of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(i.1) name of the contract;

(i.2) date of the contract;

(i.3) contract duration;



- (i.4) owner's name and address;
  - (i.5) nature of work;
  - (i.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
  - (i.7) total contract value at award;
  - (i.8) date of completion or estimated completion time;
  - (i.9) total contract value at completion, if applicable;
  - (i.10) percentages of planned and actual accomplishments, if applicable;
  - (i.11) value of outstanding works, if applicable;
  - (i.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
  - (i.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- (ii) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
  - (iii) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
  - (iv) NFCC computation in accordance with ITB Clause 5.5; and

Class "B" Document:

- (v) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.
- (c) Technical Documents –

- (i) Bid security as prescribed in **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 an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
- (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 (*viz*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and
  - (ii.3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
- (iii) Sworn statement in accordance with Section 25.2(b)(iv) 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 **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form in accordance with the form prescribed in Section IX. Bidding Forms; and
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, 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 works) 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 **BDS**, 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 "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 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. 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 the recommendation of the Procuring Entity. 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 BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the BDS, 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 **BDS** 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 bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

| Form of Bid Security                                                                                                                                                                              | Amount of Bid Security<br>(Equal to Percentage of the ABC)              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.                                                                                                                   | Two percent (2%)                                                        |
| (b) Bank draft/guarantee 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. |                                                                         |
| (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%)                                                       |
| (d) Any combination of the foregoing.                                                                                                                                                             | Proportionate to share of form with respect to total amount of security |
| (e) Bid Securing Declaration                                                                                                                                                                      | No percentage required                                                  |

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. 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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid 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) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **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 Lowest Calculated and Responsive Bid;
    - (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 post-qualification 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**

- 19.1. 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.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 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 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. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 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”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible 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 identified in **ITB** Clause 10.1;
  - (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; 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. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

#### **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 **BDS**.

##### **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.



## **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, properly identified, 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.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder 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 first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, 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”.
- 24.2. 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 13.1(b), 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.

- 24.3. 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. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(b) to 12.1(b)(iv) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

#### **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 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. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
  - (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) Completeness of the bid. Unless the ITB specifically 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 "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may

also consider bid modifications if expressly allowed in the **BDS**. 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 above-mentioned 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 **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form
- 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.

## **28. Post Qualification**

- 28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) 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 three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
  - (a) Latest income and business tax returns in the form specified in the **BDS**;
  - (b) Certificate of PhilGEPS Registration; and
  - (c) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 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.

- 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 Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity 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 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 Lowest Calculated and Responsive Bid is determined for contract award.
- 28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

## **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 Government 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 head of the procuring entity;
  - (ii) If the project is no longer necessary as determined by the head of the procuring entity; 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 or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **30. Contract Award**

30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (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 received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by 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 the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
    - (i) Valid JVA, if applicable, within ten (10) calendar days;
    - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(b)(ii);
  - (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.

### **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;
  - (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 equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

| Form of Performance Security                                                                                                                                                                      | Amount of Performance Security<br>(Equal to Percentage of the Total Contract Price) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.                                                                                                                   | Five percent (5%)                                                                   |
| (b) Bank draft/guarantee 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. |                                                                                     |
| (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                              | Thirty percent (30%)                                                                |
| (d) Any combination of the foregoing.                                                                                                                                                             | Proportionate to share of form with respect to total amount of security             |

- 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 initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for 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.



### **33. Notice to Proceed**

- 33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 33.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

## ***Section III. Bid Data Sheet***

| <b>ITB Clause</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1               | <p>The PROCURING ENTITY is Province of Davao del Norte.</p> <p>The name of the Contract is <b>Rehabilitation of Esperanza-Pob. Sto. Tomas FMR.</b></p> <p>The identification number of the Contract is <b>PRDP-IB-R011-DDN-03-000-00-2015- R1.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2                 | <p>The Funding Source is World Bank through <b>Loan No. 8421-PH</b> in the amount of <b>US \$501,250,000.00.</b></p> <p>The Name of the Project is <b>Philippine Rural Development Project.</b></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement between the PROCURING ENTITY and the Funding Source.</p> <p>The Payments will be subject in all respect to the terms and conditions of the Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p>     |
| 3.1               | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.1               | Foreign bidders shall be eligible to bid. Eligible bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.2               | Foreign bidders shall be eligible to bid. Eligible bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.4               | <p>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 in the last five (5) years (to comply with this requirement, single works cited should be at least eighty percent (80%) of value of estimated contract cost of Works under bid), such being verifiable from completion certificates; and have an annual turnover from all works averaged over the last three (3) years equal to one hundred percent (100%) of the estimated value of the contract to be bid.</p> <p>For this purpose, similar contracts shall refer to Rehabilitation/Construction of Road.</p> |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.1  | <p>Subcontracting is allowed.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.2  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.1  | <p>The Date, Time and Venue of the Pre-Bid Conference is:</p> <p><b>August 11, 2016 at 9:00 AM</b><br/> <b>PGSO Conference Room, PGSO Building, Govt. Center,</b><br/> <b>Mankilam, Tagum City, Davao Del Norte</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10.1 | <p>The PROCURING ENTITY's address is:</p> <p>Province of Davao del Norte<br/> Provincial Capitol, Government Center,<br/> Mankilam, Tagum City, Davao del Norte</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.3 | <p>The BAC is responsible to send any amendments and/or clarifications on the provisions on the bidding documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12.1 | <p>The first envelope shall contain the following documents:</p> <ul style="list-style-type: none"> <li>a. Registration Certification of the Company</li> <li>b. List of relevant contracts as specified contracts as specified in ITB clause 5.4 hereof;</li> <li>c. Audited financial statement for the past three years</li> <li>d. 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.</li> <li>e. Bid Security or Bid Securing Declaration as required in the ITB;</li> <li>f. Project requirements, which shall include the following: <ul style="list-style-type: none"> <li>(i) List of Contractor's personnel (<b>Project Manager</b> - Licensed Engineer with at least 15 years of relevant work experience in project management; <b>Project Engineer</b> - Licensed Engineer with at least 10 years of relevant work experience in road construction; and <b>Materials Engineer</b> - Civil Engineer with at least 5 years of relevant work in materials and quality control, duly accredited by</li> </ul> </li> </ul> |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |          |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
|               | <p>DPWH), to be assigned to the contract to be bid, with their complete qualification and experience data: and</p> <p>(ii) List of Contractor's equipment units, which are owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.</p> <p>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.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> |          |          |
| 12.1(a)(i)    | <p>No other acceptable proof of registration is recognized.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |          |
| 12.1(b)(ii)   | <p>Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Loan Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |          |
| 12.1(b)(ii.3) | <b>Minimum Required Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |          |
|               | Particular                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Owned    | Leased   |
|               | <b>Heavy Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |          |
|               | 1. Bulldozer, 175 hp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0        | 1        |
|               | 2. Road Grader, 135 hp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1        | 1        |
|               | 3. Road Roller, 10 tons (Vibratory Compactor)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1        | 1        |
|               | 4. Backhoe Loader, 79 hp, 1.0 cu. m bucket                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 0        |
|               | 5. Pay loader, 110 hp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0        | 1        |
|               | 6. Batching Plant, 30 cum./hr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0        | 1        |
|               | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>3</b> | <b>5</b> |
|               | <b>Light Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |          |
|               | 7. Dump truck, 10.0 cu. m capacity or its equivalent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2        | 4        |
|               | 8. Transit Mixer, 5.0 cu. m capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1        | 1        |
|               | 9. Water truck, 3000 liters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0        | 1        |
|               | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>3</b> | <b>6</b> |

|         |                                                                                                                                                                                                                                                                                                                                                                |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13.1    | No additional Requirements.                                                                                                                                                                                                                                                                                                                                    |
| 13.1(b) | There is no ceiling for Financial Proposals.                                                                                                                                                                                                                                                                                                                   |
| 14.2    | No further instructions.                                                                                                                                                                                                                                                                                                                                       |
| 15.4    | The Price Escalation formula value GPPB Resolution 07-2004 dated July 2004 will be followed.                                                                                                                                                                                                                                                                   |
| 16.1    | The bid prices shall be quoted in Philippine Pesos.                                                                                                                                                                                                                                                                                                            |
| 17.1    | Bids will be valid until ninety (90) calendar days from bid opening date.                                                                                                                                                                                                                                                                                      |
| 18.1    | The bidder has the option to use a Bid Securing Declaration or Bid Security in the form of Cash, Certified (cashier's or manager's) Check, or in the forms of a Bank Guarantee issued by a Universal or Commercial Bank in the amount of <b>PhP 2,350,000.00</b> .                                                                                             |
| 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>PGSO Conference Room, PGSO Bldg., Government Center, Mankilam, Tagum City, Davao Del Norte</b> .<br><br>The deadline for Submission of Bids is <b>August 23, 2016 at 9:00 AM</b> .                                                                                                                                 |
| 24.1    | The place of Bid opening is at <b>PGSO Conference Room, PGSO Bldg., Government Center, Mankilam, Tagum City, Davao Del Norte</b> .<br><br>The date and time of Bid opening is <b>August 23, 2016 at 9:00 AM</b> .                                                                                                                                              |
| 24.2    | During Bid Opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. The Financial proposals in the second envelope of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders. |
| 27.3(b) | Bid Modification is not allowed.                                                                                                                                                                                                                                                                                                                               |
| 27.4    | There is no ceiling for Financial Proposals.                                                                                                                                                                                                                                                                                                                   |
| 28.2(a) | If the winner is a foreign bidder, the requirement applies to relevant Philippines tax only.                                                                                                                                                                                                                                                                   |
| 28.2(c) | No further instructions.                                                                                                                                                                                                                                                                                                                                       |
| 31.4(f) | The other document required are:                                                                                                                                                                                                                                                                                                                               |

|      |                                                                                                                                                                                                                                                                                                                                                       |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <ol style="list-style-type: none"> <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> </ol>             |
| 32.2 | <p>At the Contractor's option the Performance Security is to be in any of the following form:</p> <ol style="list-style-type: none"> <li>1. Cash, Certified (cashier's or manager's) Check, in the amount of five percent (5%) of the contract price;</li> <li>2. Bank guarantee in the amount of ten percent (10%) of the contract price.</li> </ol> |

## ***Section IV. General Conditions of Contract***

### **TABLE OF CONTENTS**

|            |                                                          |           |
|------------|----------------------------------------------------------|-----------|
| <b>1.</b>  | <b>DEFINITIONS .....</b>                                 | <b>42</b> |
| <b>2.</b>  | <b>INTERPRETATION .....</b>                              | <b>44</b> |
| <b>3.</b>  | <b>GOVERNING LANGUAGE AND LAW .....</b>                  | <b>44</b> |
| <b>4.</b>  | <b>COMMUNICATIONS .....</b>                              | <b>45</b> |
| <b>5.</b>  | <b>POSSESSION OF SITE .....</b>                          | <b>45</b> |
| <b>6.</b>  | <b>THE CONTRACTOR’S OBLIGATIONS .....</b>                | <b>45</b> |
| <b>7.</b>  | <b>PERFORMANCE SECURITY .....</b>                        | <b>46</b> |
| <b>8.</b>  | <b>SUBCONTRACTING.....</b>                               | <b>47</b> |
| <b>9.</b>  | <b>LIQUIDATED DAMAGES.....</b>                           | <b>48</b> |
| <b>10.</b> | <b>SITE INVESTIGATION REPORTS .....</b>                  | <b>48</b> |
| <b>11.</b> | <b>THE PROCURING ENTITY, LICENSES AND PERMITS.....</b>   | <b>48</b> |
| <b>12.</b> | <b>CONTRACTOR’S RISK AND WARRANTY SECURITY .....</b>     | <b>48</b> |
| <b>13.</b> | <b>LIABILITY OF THE CONTRACTOR .....</b>                 | <b>51</b> |
| <b>14.</b> | <b>PROCURING ENTITY’S RISK .....</b>                     | <b>51</b> |
| <b>15.</b> | <b>INSURANCE.....</b>                                    | <b>51</b> |
| <b>16.</b> | <b>TERMINATION FOR DEFAULT OF CONTRACTOR .....</b>       | <b>53</b> |
| <b>17.</b> | <b>TERMINATION FOR DEFAULT OF PROCURING ENTITY .....</b> | <b>54</b> |
| <b>18.</b> | <b>TERMINATION FOR OTHER CAUSES.....</b>                 | <b>54</b> |
| <b>19.</b> | <b>PROCEDURES FOR TERMINATION OF CONTRACTS.....</b>      | <b>55</b> |
| <b>20.</b> | <b>FORCE MAJEURE, RELEASE FROM PERFORMANCE .....</b>     | <b>58</b> |
| <b>21.</b> | <b>RESOLUTION OF DISPUTES .....</b>                      | <b>59</b> |

|     |                                                                                                    |           |
|-----|----------------------------------------------------------------------------------------------------|-----------|
| 22. | <b>SUSPENSION OF LOAN, CREDIT, GRANT, OR<br/>APPROPRIATION .....</b>                               | <b>59</b> |
| 23. | <b>PROCURING ENTITY'S REPRESENTATIVE'S DECISIONS .....</b>                                         | <b>60</b> |
| 24. | <b>APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY<br/>THE PROCURING ENTITY'S REPRESENTATIVE .....</b> | <b>60</b> |
| 25. | <b>ACCELERATION AND DELAYS ORDERED BY THE<br/>PROCURING ENTITY'S REPRESENTATIVE .....</b>          | <b>60</b> |
| 26. | <b>EXTENSION OF THE INTENDED COMPLETION DATE .....</b>                                             | <b>60</b> |
| 27. | <b>RIGHT TO VARY .....</b>                                                                         | <b>61</b> |
| 28. | <b>CONTRACTORS RIGHT TO CLAIM.....</b>                                                             | <b>61</b> |
| 29. | <b>DAYWORKS .....</b>                                                                              | <b>61</b> |
| 30. | <b>EARLY WARNING .....</b>                                                                         | <b>62</b> |
| 31. | <b>PROGRAM OF WORK.....</b>                                                                        | <b>62</b> |
| 32. | <b>MANAGEMENT CONFERENCES.....</b>                                                                 | <b>63</b> |
| 33. | <b>BILL OF QUANTITIES.....</b>                                                                     | <b>63</b> |
| 34. | <b>INSTRUCTIONS, INSPECTIONS AND AUDITS .....</b>                                                  | <b>63</b> |
| 35. | <b>IDENTIFYING DEFECTS.....</b>                                                                    | <b>64</b> |
| 36. | <b>COST OF REPAIRS.....</b>                                                                        | <b>64</b> |
| 37. | <b>CORRECTION OF DEFECTS.....</b>                                                                  | <b>64</b> |
| 38. | <b>UNCORRECTED DEFECTS .....</b>                                                                   | <b>64</b> |
| 39. | <b>ADVANCE PAYMENT.....</b>                                                                        | <b>65</b> |
| 40. | <b>PROGRESS PAYMENTS .....</b>                                                                     | <b>65</b> |
| 41. | <b>PAYMENT CERTIFICATES .....</b>                                                                  | <b>66</b> |
| 42. | <b>RETENTION .....</b>                                                                             | <b>66</b> |
| 43. | <b>VARIATION ORDERS .....</b>                                                                      | <b>67</b> |
| 44. | <b>CONTRACT COMPLETION .....</b>                                                                   | <b>69</b> |



|            |                                                |           |
|------------|------------------------------------------------|-----------|
| <b>45.</b> | <b>SUSPENSION OF WORK .....</b>                | <b>69</b> |
| <b>46.</b> | <b>PAYMENT ON TERMINATION .....</b>            | <b>70</b> |
| <b>47.</b> | <b>EXTENSION OF CONTRACT TIME.....</b>         | <b>71</b> |
| <b>48.</b> | <b>PRICE ADJUSTMENT.....</b>                   | <b>72</b> |
| <b>49.</b> | <b>COMPLETION.....</b>                         | <b>72</b> |
| <b>50.</b> | <b>TAKING OVER .....</b>                       | <b>72</b> |
| <b>51.</b> | <b>OPERATING AND MAINTENANCE MANUALS .....</b> | <b>72</b> |

## 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 Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.6. **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.
- 1.7. 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.
- 1.8. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.9. **Days** are calendar days; months are calendar months.
- 1.10. **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.
- 1.11. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.12. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.13. 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.

- 1.14. **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.
- 1.15. **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.
- 1.16. The **Intended Completion Date** refers to the date specified in the **SCC** 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.
- 1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. 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.
- 1.19. **Permanent Works** 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.
- 1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.22. The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.23. 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 **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.24. **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.
- 1.25. **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.

- 1.26. **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.
- 1.27. The **Start Date**, as specified in the **SCC**, 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.
- 1.28. 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.
- 1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.30. **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 **SCC**.

## 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 **SCC**, 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).

## 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 **SCC**, 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 contact 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 right-of-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, and that the Materials Engineer should be duly accredited by the DPWH as referred to in the **SCC**, 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 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 **SCC**.
- 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 **SCC**, 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 **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **ITB** 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. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **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. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.
- 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. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.3.

## **10. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **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 Head of the Procuring Entity 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 **SCC**, 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 **SCC** 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                                                                                                                                                                                              | Minimum Amount in Percentage (%) of Total Contract Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.                                                                                                                               | Five Percent (5%)                                        |
| (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 | Ten Percent (10%)                                        |
| (c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission                                                                             | 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 **SCC**, 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:
- 16.2. 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;
- 16.3. 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
- 16.4. The Contractor:
  - (a) 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;
  - (b) 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;
  - (c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
  - (e) sub-lets any part of this Contract without approval by the Procuring Entity.
- 16.5. All materials on the Site, Plant, Equipment, and Works 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 Head of the Procuring Entity 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:

- (a) 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Bidder'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 Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity.

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;
  - (iii) 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 **SCC** 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 Arbitrator, 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 Head of the Procuring Entity.

## **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 **SCC**, 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 **SCC**, 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 **SCC**. 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 **SCC** 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 **SCC** 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.
- 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 SCC.
- 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 SCC, 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 therefrom 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 **ITB** 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 Head of the Procuring Entity 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 Head of the Procuring Entity for approval.
  - (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.
  - (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or

Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.

- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of 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 effective order of 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 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 Head of the Procuring Entity. 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 adjustment 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 **SCC**.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.



## ***Section V. Special Conditions of Contract***

| <b>GCC Clause</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.16              | The <b>Intended Completion Date</b> is <b>Eight Hundred Fifty Three (853) Calendar Days</b> inclusive of One Hundred Twenty (120) calendar days allotted for unworkable conditions.                                                                                                                                                                                                                                                                                                               |
| 1.21              | The <b>Procuring Entity</b> is <b>Province of Davao del Norte</b> .                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.22              | The <b>Procuring Entity's Representative</b> is <b>Hon. Anthony Rafal G. Del Rosario</b> , Governor                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.23              | The <b>Site</b> is located at <b>Barangays Esperanza, Salvacion, Kinamayan and Poblacion, Sto, Tomas, Davao del Norte</b> and is defined in drawings No. 1. Vicinity Map. See Section VII                                                                                                                                                                                                                                                                                                         |
| 1.27              | The <b>Start Date</b> is 10 calendar days upon receipt of the Notice to Proceed (NTP).                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.30              | The <b>Works</b> consist of Surplus Common Excavation, Structure Excavation, Foundation Fill, Pipe Culvert Drain Excavation, Embankment, Subgrade Preparation (Common Material), Aggregate Subbase Course, PCCP, Pipe Culverts Installation, Metal Guardrail Installation, Warning and Regulatory Signs Installation.                                                                                                                                                                             |
| 2.2               | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.1               | The PROCURING ENTITY shall give possession of all parts of the Site to the Contractor upon issuance of NTP.                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.5               | The Contractor shall employ the following <b>Key Personnel</b> :<br><br><i><b>Project Manager</b> - Licensed Engineer with at least 15 years of relevant work experience in project management;</i><br><br><i><b>Project Engineer</b> - Licensed Engineer with at least 10 years of relevant work experience in road construction;</i><br><br><i><b>Materials Engineer</b> - Civil Engineer with at least 5 years of relevant work in materials and quality control, duly accredited by DPWH.</i> |
| 7.4(c)            | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.7               | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.1               | Not more than 50% of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10         | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12.3       | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12.5       | Road: Ten (10) years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13         | In case of Joint Venture: All partners to the Joint venture shall be jointly and severally liable to the Procuring Entity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 18.3(h)(i) | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 21.2       | The Arbiter is:<br><br>Construction Industry Arbitration Commission<br>Manila                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 29.1       | No day works 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 from date of NTP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 31.3       | The period between Program of Work updates is 30 days.<br><br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 40.1       | No further Instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 41.5       | The contractor is obliged to submit to the Procuring Entity's Representative the kmz file of the geotagged progress photographs, taken at 50 meter-interval starting at km 0+000 of the contract (i) every 30 <sup>th</sup> of the month commencing from the date of issuance of the Notice to Proceed until the contract is completed; and (ii) at the same time that the claim for payment is made and the Statement of Value of Work is executed and submitted to the Procuring Entity.<br><br>Failure of the contractor to comply with the above requirement may result to non-processing of the claim for payment. |
| 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 by the date required is: 1% of the final contract amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## ***Section VI. Specifications***

### **TABLE OF CONTENTS**

|                                                          | <b>Page No.</b> |
|----------------------------------------------------------|-----------------|
| <b>SPL 1 - MOBILIZATION AND DEMOBILIZATION.....</b>      | <b>76</b>       |
| <b>ITEM 102 - EXCAVATION.....</b>                        | <b>76</b>       |
| <b>ITEM 103 - STRUCTURE EXCAVATION.....</b>              | <b>78</b>       |
| <b>ITEM 104 - EMBANKMENT.....</b>                        | <b>84</b>       |
| <b>ITEM 105 - SUBGRADE PREPARATION.....</b>              | <b>90</b>       |
| <b>ITEM 200 - AGGREGATE SUBBASE COURSE.....</b>          | <b>93</b>       |
| <b>ITEM 311 - PORTLAND CEMENT CONCRETE PAVEMENT.....</b> | <b>96</b>       |
| <b>ITEM 404 - REINFORCING STEEL.....</b>                 | <b>122</b>      |
| <b>ITEM 405 - STRUCTURAL CONCRETE.....</b>               | <b>125</b>      |
| <b>ITEM 500 - PIPE CULVERTS AND STORM DRAINS.....</b>    | <b>134</b>      |
| <b>ITEM 603 - GUARDRAIL.....</b>                         | <b>139</b>      |
| <b>ITEM 605 - ROAD SIGN.....</b>                         | <b>142</b>      |
| <b>SPL 2 - PROJECT BILLBOARD.....</b>                    | <b>145</b>      |
| <b>HANDTOOLS.....</b>                                    | <b>146</b>      |

## **SPL 1 - MOBILIZATION AND DEMOBILIZATION**

### **Description**

This item shall consist of the mobilization and demobilization of the required minimum essential equipment and labor force of the project.

### **Method of Payment**

Payment for complying with the provision of this item shall be as certified by the Engineer that all required minimum equipment has been delivered at the site and the time the same have been removed from the project site.

Payment for this item shall be made in two (2) installments, to wit: Seventy percent (70%) after the Contractor has totally mobilized his equipment plants and ready for use and the remaining thirty (30%) after the Contractor has finally completed.

In no case shall mobilization and demobilization exceed 1% of the Estimated Direct Cost (EDC) of the civil works items in accordance to DPWH DO 72 series of 2012.

Payments shall be made under:

| Pay Item | Description                     | Unit of Measurement |
|----------|---------------------------------|---------------------|
| SPL I    | Mobilization and Demobilization | Lump Sum            |

## **ITEM 102 - EXCAVATION**

### **102.1 Description**

This item shall consists of roadway and borrow excavation, and the disposal of materials in accordance with this specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

#### **102.1.1 Borrow Excavation**

Borrow excavation shall consist of the excavation and utilization of approved material required for the construction of embankments or for other portions of the work, and shall be obtained from approved sources, in accordance with Clause 61 of Part H, Div. II, Vol. I and the following:

- (1) Borrow, Case I. Borrow, Case 1 will consist of material obtained from sources designated on the Plans or in Special Provisions.
- (2) Borrow, Case 2. Borrow, Case 2 will consist of material obtained from sources provided by the Contractor.
- (3) The material shall meet the quality requirements determined by the Engineer unless otherwise provided in the Contract.

## **102.2 Construction Requirements**

### **102.2.1 General**

When there is evidence of discrepancies on the actual elevations and that shown on the Plans, a pre-construction 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 excavated materials.

All excavations shall be finished to reasonably smooth and uniform surfaces. No materials shall be wasted without authority of the Engineer. Excavation operations shall be conducted so that materials outside of the limit of slopes will not be disturbed. Prior to excavation, all necessary clearing and grubbing in that area shall have been performed in accordance with Item 100, clearing and grubbing.

### **102.2.2 Removal of Unsuitable Material**

When the Plans show the top portion of the roadbed to be selected topping, all unsuitable materials shall be excavated to the depth necessary for replacement of the selected topping to the required compacted thickness.

Where excavation to the finished graded section results in a subgrade or slopes of unsuitable soils, the Engineer may require the Contractor to remove the unsuitable material and backfill to the finished graded section with approved materials. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.

The excavation of muck shall be handled in a manner that will not permit the entrapment of muck within the backfill. The material used for backfilling up to the ground line or water level, whichever is higher, shall be rock or other suitable granular material selected from the roadway excavation, if available. If not available, suitable material shall be obtained from other approved sources. Unsuitable material removed shall be disposed of in designated areas shown on the Plans or approved by the Engineer.

## **102.3 Methods of Measurement**

The cost of excavation of materials which is incorporated in the Works or in other areas of fill shall be deemed to be included in the Items of Work where the material is used.

Measurement of unsuitable or surplus material shall be the net volume in its original position.

For measurement purposes, surplus Material shall be calculated as the difference between the net volumes of suitable material from excavation. Separate Pay Items shall be provided for surplus common, unclassified and rock material.

The Contractor shall be deemed to have included in the contract unit prices all costs of obtaining land for the disposal of unsuitable or surplus material.

## **102.4 Basis Payment**

The accepted quantities, measured as prescribed in Section 102.3, 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 the removal and disposal of excavated materials including labor, equipment, tools and incidentals necessary to completed the work prescribed in this Item.

Payment will be made under:

| Pay Item Number | Description               | Unit of Measurement |
|-----------------|---------------------------|---------------------|
| 102 (2)         | Surplus Common Excavation | Cubic meter         |

## **ITEM 103 - 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**

- (1) 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.

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.

- (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 water-bearing 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 re-excavated 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 |
|-----------------|----------------------|---------------------|
| 103 (1)         | Structure Excavation | Cubic Meter         |

|         |                                    |             |
|---------|------------------------------------|-------------|
| 103 (3) | Foundation Fill (Granular Bedding) | Cubic Meter |
| 103 (6) | Pipe Culvert and Drain Excavation  | Cubic Meter |

## **ITEM 104 – EMBANKMENT**

### **104.1 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.

### **104.2 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.

### **104.3 Construction Requirements**

#### **104.3.1 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.

#### **104.3.2 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.

### **104.3.3 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<sup>2</sup> 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.

#### **104.3.4 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.

#### **104.3.5 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.

#### **104.3.6 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.

#### **104.3.7 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 or 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 cross-sections 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.

#### **104.3.8 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.

#### **104.3.9 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.

#### **104.4 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.

#### **104.5 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 |
|-----------------|-------------|---------------------|
| 104 (1)         | Embankment  | Cubic Meter         |

## ITEM 105 – SUBGRADE PREPARATION

### 105.1 Description

This Item shall consist of the preparation of the subgrade for the support of overlying structural layers. It shall extend to full width of the roadway. Unless authorized by the Engineer, subgrade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.

### 105.2 Material Requirements

Unless otherwise stated in the Contract and except when the subgrade is in rock cut, all materials below subgrade level to a depth 150 mm or to such greater depth as may be specified shall meet the requirements of Section 104.2, Materials Requirements.

### 105.3 Construction Requirements

#### 105.3.1 Prior Works

Prior to commencing preparation of the subgrade, all culverts, cross drains, ducts and the like (including their fully compacted backfill), ditches, drains and drainage outlets shall be completed. Any work on the preparation of the subgrade shall not be started unless prior work herein described shall have been approved by the Engineer.

#### 105.3.2 Subgrade Level Tolerances

The finished compacted surface of the subgrade shall conform to the allowable tolerances as specified hereunder:

|                                                                     |        |               |
|---------------------------------------------------------------------|--------|---------------|
| Permitted variation from design LEVEL OF SURFACE                    | +<br>- | 20 mm<br>30mm |
| Permitted SURFACE IRREGULARITY MEASURED BY 3-m STRAIGHT EDGE        |        | 30 mm         |
| Permitted variation from design CROSSFALL OR CAMBER                 | ±      | 0.5 %         |
| Permitted variation from design LONGITUDINAL GRADE over 25 m length | ±      | 0.1 %         |

### **105.3.3 Subgrade in Common Excavation**

Unless otherwise specified, all materials below subgrade level in earth cuts to a depth 150 mm or other depth shown on the Plans or as directed by the Engineer shall be excavated. The material, if suitable, shall be set aside for future use or, if unsuitable, shall be disposed off in accordance with the requirements of Subsection 102.2.9.

Where material has been removed from below subgrade level, the resulting surface shall be compacted to a depth of 150 mm and in accordance with other requirements of Subsection 104.3.3.

All materials immediately below subgrade level in earth cuts to a depth of 150 mm, or to such greater depth as may be specified, shall be compacted in accordance with the requirements of Subsection 104.3.3.

### **105.3.4 Subgrade in Rock Excavation**

Surface irregularities under the subgrade level remaining after trimming of the rock excavation shall be leveled by placing specified material and compacted to the requirements of Subsection 104.3.3.

### **105.3.5 Subgrade on Embankment**

After the embankment has been completed, the full width shall be conditioned by removing any soft or other unstable material that will not compacted properly. The resulting areas and all other low sections, holes, or depressions shall be brought to grade with suitable material. The entire roadbed shall be shaped and compacted to the requirements of Subsections 104.3.3. 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 cross-sections shown on the Plans.

### **105.3.6 Subgrade on Existing Pavement**

Where the new pavement is to be constructed immediately over an existing Portland Cement concrete pavement and if so specified in the Contract the slab be broken into pieces with greatest dimension of not more than 500 mm and the existing pavement material compacted as specified in Subsection 104.3.3, as directed by the Engineer. The resulting subgrade level shall, as part pavement construction be shaped to conform to the allowable tolerances of Subsection 105.3.2 by placing and compacting where necessary a leveling course comprising the material of the pavement course to be placed immediately above.

Where the new pavement is to be constructed immediately over an existing asphalt concrete pavement or gravel surface pavement and if so specified in the Contract the pavement shall be scarified, thoroughly loosened, reshaped and recompacted in accordance with Subsection 104.3.3. The resulting subgrade level shall conform to the allowable tolerances of Subsection 105.3.2.

### **105.3.7 Protection of Completed Work**

The Contractor shall be required to protect and maintain at his own expense the entire work within the limits of his Contract in good condition satisfactory to the Engineer from the time he first started work until all work shall have been completed. Maintenance shall include repairing and recompacting ruts, ridges, soft spots and

deteriorated sections of the subgrade caused by the traffic of the Contractor's vehicle/equipment or that of the public.

### **105.3.8 Templates and Straight-edges**

The Contractor shall provide for use of the Engineer, approved templates and straight-edges in sufficient number to check the accuracy of the work, as provided in this Specification.

### **105.4 Method of Measurement**

#### **105.4.1 Measurement of Items for payment shall be provided only for:**

1. The compaction of existing ground below subgrade level in cuts of common material as specified in Subsection 105.3.3.
2. The breaking up or scarifying, loosening, reshaping and recompacting of existing pavement as specified in Subsection 105.3.6. The quantity to be paid for shall be the area of the work specified to be carried out and accepted by the Engineer.

**105.4.2** Payment for all work for the preparation of the subgrade, including shaping to the required levels and tolerances, other than as specified above shall be deemed to be included in the Pay Item for Embankment.

### **105.5 Basis of Payment**

The accepted quantities, measured as prescribed in Section 105.4, shall be paid for at the appropriate contract unit price for Pay Item listed below that is included in the Bill of Quantities which price and payment shall be full compensation for the placing or removal and disposal of 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 |
|-----------------|----------------------------------------|---------------------|
| 105 (1)         | Subgrade Preparation, Common Materials | Square Meter        |

## ITEM 200 – AGGREGATE SUBBASE COURSE

### 200.1 Description

This item shall consist of furnishing, placing and compacting an aggregate subbase course on a prepared subgrade in accordance with this Specification and the lines, grades and cross-sections shown on the Plans, or as directed by the Engineer.

### 200.2 Material Requirements

Aggregate for subbase shall consist of hard, durable particles or fragments of crushed stone, crushed slag, or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable subbase.

The subbase material shall conform to Table 200.1, Grading Requirements

**Table 200.1 – Grading Requirements**

| Sieve Designation |                       | Mass Percent Passing |
|-------------------|-----------------------|----------------------|
| Standard, mm      | Alternate US Standard |                      |
| 50                | 2"                    | 100                  |
| 25                | 1"                    | 55 – 85              |
| 9.5               | 3/8"                  | 40 – 75              |
| 0.075             | No. 200               | 0 – 12               |

The fraction passing the 0.075 mm (No. 200) sieve shall not be greater than 0.66 (two thirds) of the fraction passing the 0.425 mm (No. 40) sieve.

The fraction passing the 0.425 mm (No. 40) sieve shall have a liquid limit not greater than 35 and plasticity index not greater than 12 as determined by AASHTO T 89 and T 90, respectively.

The coarse portion, retained on a 2.00 mm (No. 10) sieve, shall have a mass percent of wear not exceeding 50 by the Los Angeles Abrasion Tests as determined by AASHTO T 96.

The material shall have a soaked CBR value of not less than 25% as determined by AASHTO T 193. The CBR value shall be obtained at the maximum dry density and determined by AASHTO T 180, Method D.

### 200.3 Construction Requirements

#### 200.3.1 Preparation of Existing Surface

The existing surface shall be graded and finished as provided under Item 105, Subgrade Preparation, before placing the subbase material.

### **200.3.2 Placing**

The aggregate subbase material shall be placed at a uniform mixture on a prepared subgrade in a quantity which will provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer is placed.

The placing of material shall begin at the point designated by the Engineer. Placing shall be from vehicles especially equipped to distribute the material in a continuous uniform layer or windrow. The layer or windrow shall be of such size that when spread and compacted the finished layer be in reasonably close conformity to the nominal thickness shown on the Plans.

When hauling is done over previously placed material, hauling equipment shall be dispersed uniformly over the entire surface of the previously constructed layer, to minimize rutting or uneven compaction.

### **200.3.3 Spreading and Compacting**

When uniformly mixed, the mixture shall be spread to the plan thickness, for compaction.

Where the required thickness is 150 mm or less, the material may be spread and compacted in one layer. Where the required thickness is more than 150 mm, the aggregate subbase shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any layer shall not exceed 150 mm. All subsequent layers shall be spread and compacted in a similar manner.

The moisture content of subbase material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction.

Immediately following final spreading and smoothing, each layer shall be compacted to the full width by means of approved compaction equipment. Rolling shall progress gradually from the sides to the center, parallel to the centerline of the road and shall continue until the whole surface has been rolled. Any irregularities or depressions that develop shall be corrected by loosening the material at these places and adding or removing material until surface is smooth and uniform. Along curbs, headers, and walls, and at all places not accessible to the roller, the subbase material shall be compacted thoroughly with approved tampers or compactors.

If the layer of subbase material, or part thereof, does not conform to the required finish, the Contractor shall, at his own expense, make the necessary corrections.

Compaction of each layer shall continue until a field density of at least 100 percent of the maximum dry density determined in accordance with AASHTO T 180, Method D has been achieved. In-place density determination shall be made in accordance with AASHTO T 191.

### **200.3.4 Trial Sections**

Before subbase construction is started, the Contractor shall spread and compact trial sections as directed by the Engineer. The purpose of the trial sections is to check the suitability of the materials and the efficiency of the equipment and construction

method which is proposed to be used by the Contractor. Therefore, the Contractor must use the same material, equipment and procedures that he proposes to use for the main work. One trial section of about 500 m<sup>2</sup> shall be made for every type of material and/or construction equipment/procedure proposed for use.

After final compaction of each trial section, the Contractor shall carry out such field density tests and other tests required as directed by the Engineer.

If a trial section shows that the proposed materials, equipment or procedures in the Engineer's opinion are not suitable for subbase, the material shall be removed at the Contractor's expense, and a new trial section shall be constructed.

If the basic conditions regarding the type of material or procedure change during the execution of the work, new trial sections shall be constructed.

### 200.3.5 Tolerances

Aggregate subbase shall be spread with equipment that will provide a uniform layer which when compacted will conform to the designed level and transverse slopes as shown on the Plans. The allowable tolerances shall be as specified hereunder:

|                                                                           |  |                  |
|---------------------------------------------------------------------------|--|------------------|
| Permitted variation from design<br>THICKNESS OF LAYER                     |  | ± 20 mm          |
| Permitted variation from design<br>LEVEL OF SURFACE                       |  | +10 mm<br>-20 mm |
| Permitted SURFACE IRREGULARITY<br>Measured by 3-m straight-edge           |  | 20 mm            |
| Permitted variation from design<br>CROSSFALL OR CAMBER                    |  | ±0.3%            |
| Permitted variation from design<br>LONGITUDINAL GRADE over 25 m in length |  | ±0.1%            |

### 200.4 Method of Measurement

Aggregate Subbase Course will be measured by the cubic meter (m<sup>3</sup>). The quantity to be paid for shall be the design volume compacted in-place as shown on the Plans, and accepted in the completed course. No allowance will be given for materials placed outside the design limits shown on the cross-sections. Trial sections shall not be measured separately but shall be included in the quantity of subbase herein measured.

### 200.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 200.4, shall be paid for at the contract unit price for Aggregate Subbase Course which price and payment shall be full compensation for furnishings and placing 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 |
|-----------------|--------------------------|---------------------|
| 200             | Aggregate Subbase Course | Cubic Meter         |

## **ITEM 311 – PORTLAND CEMENT CONCRETE PAVEMENT**

### **311.1 Description**

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.

### **311.2 Material Requirements**

#### **311.2.1 Portland Cement**

It shall conform to the applicable requirements of Item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 595, Specifications for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted.

Cement which for any reason, has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used.

Samples of Cement shall be obtained in accordance with AASHTO T 127

#### **311.2.2 Fine Aggregate**

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected.

However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the



fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

The fine aggregate shall be well-graded from coarse to fine and shall conform to Table 311.1

**Table 311.1 – Grading Requirements for Fine Aggregate**

| Sieve Designation  | Mass Percent Passing |
|--------------------|----------------------|
| 9.5 mm (3/8 in)    | 100                  |
| 4.75 mm (No. 4)    | 95 – 100             |
| 2.36 mm (No. 8)    | -                    |
| 1.18 mm (No. 16)   | 45 – 80              |
| 0.600 mm (No. 30)  | -                    |
| 0.300 mm (No. 50)  | 5 – 30               |
| 0.150 mm (No. 100) | 0 – 10               |

**311.2.3 Coarse Aggregate**

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings.

It shall contain not more than one (1) mass percent of material passing the 0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments.

If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent.

It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T 96.

If the slag is used, its density shall not be less than 1120 kg/m<sup>3</sup> (70 lb./cu. ft.). The gradation of the coarse aggregate shall conform to Table 311.2.

Only one grading specification shall be used from any one source.

**Table 311.2 – Grading Requirement for Coarse Aggregate**

| Sieve Designation |                          | Mass Percent Passing |           |           |
|-------------------|--------------------------|----------------------|-----------|-----------|
| Standard Mm       | Alternate U. S. Standard | Grading A            | Grading B | Grading C |
| 75.00             | 3 in.                    | 100                  | -         | -         |
| 63.00             | 2-1/2 in.                | 90-100               | 100       | 100       |

|       |           |       |        |        |
|-------|-----------|-------|--------|--------|
| 50.00 | 2 in.     | -     | 90-100 | 95-100 |
| 37.5  | 1-1/2 in. | 25-60 | 35-70  | -      |
| 25.0  | 1 in.     | -     | 0-15   | 35-70  |
| 19.0  | ¾ in.     | 0-10  | -      | -      |
| 12.5  | ½ in.     | 0-5   | 0-5    | 10-30  |
| 4.75  | No. 4     | -     | -      | 0-5    |

#### **311.2.4 Water**

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714, Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

#### **311.2.5 Reinforcing Steel**

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and restraightened during construction. Tie bars shall be deformed bars. Dowels shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint.

The sleeves for dowel bars shall be metal of approved design to cover 50 mm ( 2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

#### **311.2.6 Joint Fillers**

Poured joint fillers shall be mixed asphalt and mineral or rubber filler conforming to the applicable requirements of Item 705, Joint Materials.

Preformed joint filler shall conform to the applicable requirements of Item 705. It shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint.

#### **311.2.7 Admixtures**

Air-entraining admixture shall conform to the requirements of AASHTO M 154.

Chemical admixtures, if specified or permitted, shall conform to the requirements of AASHTO M 194.

Fly Ash, if specified or permitted as a mineral admixture and as 20% partial replacement of Portland Cement in concrete mix shall conform to the requirements of ASTM C 618.

Admixture should be added only to the concrete mix to produce some desired modifications to the properties of concrete where necessary, but not as partial replacement of cement.

### 311.2.8 Curing Materials

Curing materials shall conform to the following requirements as specified;

|                                      |   |              |
|--------------------------------------|---|--------------|
| a) Burlap cloth                      | - | AASHTO M 182 |
| b) Liquid membrane forming compounds | - | AASHTO M 148 |
| c) Sheeting (film) materials         | - | AASHTO M 171 |

Cotton mats and water-proof paper can be used.

### 311.2.9 Calcium Chloride/Calcium Nitrate

It shall conform to AASHTO M 144, if specified or permitted by the Engineer, as accelerator.

### 311.2.10 Storage of Cement and Aggregate

All cement shall be stored, immediately upon delivery at the Site, in weatherproof building which will protect the cement from dampness. The floor shall be raised from the ground. The buildings shall be placed in locations approved by the Engineer. Provisions for storage shall be ample, and the shipments of cement as received shall be separately stored in such a manner as to allow the earliest deliveries to be used first and to provide easy access for identification and inspection of each shipment. Storage buildings shall have capacity for storage of a sufficient quantity of cement to allow sampling at least twelve (12) days before the cement is to be used. Bulk cement, if used, shall be transferred to elevated air tight and weatherproof bins. Stored cement shall meet the test requirements at any time after storage when retest is ordered by the Engineer. At the time of use, all cement shall be free-flowing and free of lumps.

The handling and storing of concrete aggregates shall be such as to prevent segregation or the inclusion of foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

In order to secure greater uniformity of concrete mix, the Engineer may require that the coarse aggregate be separated into two or more sizes. Different sizes of aggregate shall be stored in separate bins or in separate stockpiles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

### 311.2.11 Proportioning, Consistency and Strength of Concrete

The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1,

“Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete”.

It is the intent of this Specification to require at least 364 kg of cement per cubic meter of concrete to meet the minimum strength requirements. The Engineer shall determine from laboratory tests of the materials to be used, the cement content and the proportions of aggregate and water that will produce workable concrete having a slump of between 40 and 75 mm (1-1/2 and 3 inches) if not vibrated or between 10 and 40 mm (1/2 and 1-1/2 inches) if vibrated, and a flexural strength of not less than 3.8 MPa (550 psi) when tested by the third-point method or 4.5 MPa (650 psi) when tested by the mid-point method at fourteen (14) days in accordance with AASHTO T97 and T177, respectively; or a compressive strength of 24.1 MPa (3500 psi) for cores taken at fourteen (14) days and tested in accordance with AASHTO T24.

Slump shall be determined using AASHTO T 119.

The designer shall consider the use of lean concrete (econcrete) mixtures using local materials or specifically modified conventional concrete mixes in base course and in the lower course composite, monolithic concrete pavements using a minimum of 75 mm (3 inches) of conventional concrete as the surface course.

The mix design shall be submitted to the Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design. A change in the source of materials during the progress of work may necessitate a new design mix.

### **311.3 Construction Requirements**

#### **311.3.1 Quality Control of Concrete**

##### **1. General**

The Contractor shall be responsible for the quality control of all materials during the handling, blending, and mixing and placement operations.

##### **2. Quality Control Plan**

The Contractor shall furnish the Engineer a Quality Control Plan detailing his production control procedures and the type and frequency of sampling and testing to insure that the concrete produces complies with the Specifications. The Engineer shall be provided free access to recent plant production records, and if requested, informational copies of mix design, materials certifications and sampling and testing reports.

##### **3. Qualification of Workmen**

Experienced and qualified personnel shall perform all batching or mixing operation for the concrete mix, and shall be present at the plant and job site to control the concrete productions whenever the plant is in operation. They shall be identified and duties defined as follows:

- a. Concrete Batcher. The person performing the batching or mixing operation shall be capable of accurately conducting aggregate surface

moisture determination and establishing correct scale weights for concrete materials. He shall be capable of assuring that the proportioned batch weights of materials are in accordance with the mix design.

- b. Concrete Technician. The person responsible for concrete production control and sampling and testing for quality control shall be proficient in concrete technology and shall have a sound knowledge of the Specifications as they relate to concrete production. He shall be capable of conducting tests on concrete and concrete materials in accordance with these Specifications. He shall be capable of adjusting concrete mix designs for improving workability and Specification compliance and preparing trial mix designs. He shall be qualified to act as the concrete batcher in the batcher's absence.

#### 4. Quality Control Testing

The Contractor shall perform all sampling, testing and inspection necessary to assure quality control of the component materials and the concrete.

The Contractor shall be responsible for determining the gradation of fine and coarse aggregates and for testing the concrete mixture for slump, air content, water-cement ratio and temperature. He shall conduct his operations so as to produce a mix conforming to the approved mix design.

#### 5. Documentation

The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected, and nature of any corrective action taken.

The Engineer may take independent assurance samples at random location for acceptance purposes as he deems necessary.

### **311.3.2 Equipment**

Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity and mechanical condition. The equipment shall be at the jobsite sufficiently ahead of the start of construction operations to be examined thoroughly and approved.

#### 1. Batching Plant and Equipment

- a. General. The batching shall include bins, weighing hoppers, and scales for the fine aggregate and for each size of coarse aggregate. If cement is used in bulk, a bin, a hopper, and separate scale for cement shall be included. The weighing hopper shall be properly sealed and vented to preclude dusting operation. The batch plant shall be equipped with a suitable non-resettable batch counter which will correctly indicate the number of batches proportioned.

- b. Bins and Hoppers. Bins with adequate separate compartments for fine aggregate and for each size of coarse aggregate shall be provided in the batching plant.
- c. Scales. Scales for weighing aggregates and cement shall be of either the beam type or the springless-dial type. They shall be accurate within one-half percent (0.5%) throughout the range of use. Poises shall be designed to be locked in any position and to prevent unauthorized change.

Scales shall be inspected and sealed as often as the Engineer may deem necessary to assure their continued accuracy.
- d. Automatic Weighing Devices. Unless otherwise allowed on the Contract, batching plants shall be equipped with automatic weighing devices of an approved type to proportion aggregates and bulk cement.

2. Mixers.

- a. General. Concrete may be mixed at the Site of construction or at a central plant, or wholly or in part in truck mixers. Each mixer shall have a manufacturer's plate attached in a prominent place showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.
- b. Mixers at Site of Construction. Mixing shall be done in an approved mixer capable of combining the aggregates, cement and water into a thoroughly mixed and uniform mass within the specified mixing period and discharging and distributing the mixture without segregation on the prepared grade. The mixer shall be equipped with an approved timing device which will automatically lock the discharge lever when the drum has been charged and released it at the end of the mixing period. In case of failure of the timing device, the mixer may be used for the balance of the day while it is being repaired, provided that each batch is mixed 90 seconds. The mixer shall be equipped with a suitable nonresettable batch counter which shall correctly indicate the number of the batches mixed.
- c. Truck Mixer and Truck Agitators. Truck mixers used for mixing and hauling concrete, and truck agitators used for hauling central-mixed concrete, shall conform to the requirements of AASHTO M 157.
- d. Non-Agitator Truck. Bodies of non-agitating hauling equipment for concrete shall be smooth, mortar-tight metal containers and shall be capable of discharging the concrete at a satisfactory controlled rate without segregation.

3. Paving and Finishing Equipment

The concrete shall be placed with an approved paver designed to spread, consolidate, screed and float finish the freshly placed concrete in one complete pass of the machine in such a manner that a minimum of hand

finishing will be necessary to provide a dense and homogeneous pavement in conformance with the Plans and Specifications.

The finishing machine shall be equipped with at least two (2) oscillating type transverse screed.

Vibrators shall operate at a frequency of 8,300 to 9,600 impulses per minute under load at a maximum spacing of 60 cm.

4. Concrete Saw

The Contractor shall provide sawing equipment in adequate number of units and power to complete the sawing with a water-cooled diamond edge saw blade or an abrasive wheel to the required dimensions and at the required rate. He shall provide at least one (1) stand-by saw in good working condition and with an ample supply of saw blades.

5. Forms

Forms shall be of steel, of an approved section, and of depth equal to the thickness of the pavement at the edge. The base of the forms shall be of sufficient width to provide necessary stability in all directions. The flange braces must extend outward on the base to not less than 2/3 the height of the form.

All forms shall be rigidly supported on bed of thoroughly compacted material during the entire operation of placing and finishing the concrete. Forms shall be provided with adequate devices for secure setting so that when in place, they will withstand, without visible spring or settlement, the impact and vibration of the consolidation and finishing or paving equipment.

### **311.3.3 Preparation of Grade**

After the subgrade of base has been placed and compacted to the required density, the areas which will support the paving machine and the grade on which the pavement is to be constructed shall be trimmed to the proper elevation by means of a properly designed machine extending the prepared work areas compacted at least 60 cm beyond each edge of the proposed concrete pavement. If loss of density results from the trimming operations, it shall be restored by additional compaction before concrete is placed. If any traffic is allowed to use the prepared subgrade or base, the surface shall be checked and corrected immediately ahead of the placing concrete.

The subgrade or base shall be uniformly moist when the concrete is placed.

### **311.3.4 Setting Forms**

1. Base Support.

The foundation under the forms shall be hard and true to grade so that the form when set will be firmly in contact for its whole length and at the specified grade. (Any roadbed, which at the form line is found below established grade, shall be filled with approved granular materials to grade in lifts of three (3) cm or less, and thoroughly rerolled or tamped.)

Imperfections or variations above grade shall be corrected by tamping or by cutting as necessary.

2. Form Setting

Forms shall be set sufficiently in advance of the point where concrete is being placed. After the forms have been set to correct grade, the grade shall be thoroughly tamped, mechanically or by hand, at both the inside and outside edges of the base of the forms. The forms shall not deviate from true line by more than one (1) cm at any point.

3. Grade and Alignment

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete. Testing as to crown and elevation, prior to placing of concrete can be made by means of holding an approved template in a vertical position and moved backward and forward on the forms.

When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.

### **311.3.5 Conditioning of Subgrade or Base Course**

When side forms have been securely set to grade, the subgrade or base course shall be brought to proper cross-section. High areas shall be trimmed to proper elevation. Low areas shall be filled and compacted to a condition similar to that of surrounding grade. The finished grade shall be maintained in a smooth and compacted condition until the pavement is placed.

Unless waterproof subgrade or base course cover material is specified, the subgrade or base course shall be uniformly moist when the concrete is placed. If it subsequently becomes too dry, the subgrade or base course shall be sprinkled, but the method of sprinkling shall not be such as to form mud or pools of water.

### **311.3.6 Handling, Measuring and Batching Materials**

The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of material to the work.

Stockpiles shall be built up in layers of not more than one (1) meter in thickness. Each layer shall be completely in place before beginning the next which shall not be allowed to "cone" down over the next lower layer. Aggregates from different sources and of different grading shall not be stockpiled together.

All washed aggregates and aggregates produced or handled by hydraulic methods, shall be stockpiled or binned for draining at least twelve (12) hours before being batched.

When mixing is done at the side of the work, aggregates shall be transported from the batching plant to the mixer in batch boxes, vehicle bodies, or other containers of adequate capacity and construction to properly carry the volume required. Partitions separating batches shall be adequate and effective to prevent spilling from one compartment to another while in transit or being dumped. When bulk cement is



used, the Contractor shall use a suitable method of handling the cement from weighing hopper to transporting container or into the batch itself for transportation to the mixer, with chute, boot or other approved device, to prevent loss of cement, and to provide positive assurance of the actual presence in each batch of the entire cement content specified.

Bulk cement shall be transported to the mixer in tight compartments carrying the full amount of cement required for the batch. However, if allowed in the Special Provisions, it may be transported between the fine and coarse aggregate. When cement is placed in contact with the aggregates, batches may be rejected unless mixed within 1-1/2 hours of such contact. Cement in original shipping packages may be transported on top of the aggregates, each batch containing the number of sacks required by the job mix.

The mixer shall be charged without loss of cement. Batching shall be so conducted as to result in the weight to each material required within a tolerance of one (1) percent for the cement and two (2) percent for aggregates.

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not over than one (1) percent. Unless the water is to be weighed, the water-measuring equipment shall include an auxiliary tank from which the measuring tank shall be equipped with an outside tap and valve to provide checking the setting, unless other means are provided for readily and accurately determining the amount of water in the tank. The volume of the auxiliary tank shall be at least equal to that of the measuring tank.

### **311.3.7 Mixing Concrete**

The concrete may be mixed at the site of the work in a central-mix plant, or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time will be measured from the time all materials, except water, are in the drum. Ready-mixed concrete shall be mixed and delivered in accordance with requirements of AASHTO M 157, except that the minimum required revolutions at the mixing speed for transit-mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer. The Contractor shall furnish test data acceptable to the Engineer verifying that the make and model of the mixer will produce uniform concrete conforming to the provision of AASHTO M 157 at the reduced number of revolutions shown on the serial plate.

When mixed at the site or in a central mixing plant, the mixing time shall not be less than fifty (50) seconds nor more than ninety (90) seconds, unless mixer performance tests prove adequate mixing of the concrete is a shorter time period.

Four (4) seconds shall be added to the specified mixing time if timing starts at the instant the skip reaches its maximum raised positions. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate attached on the mixer. Any concrete mixed less than the specified time

shall be discarded and disposed off by the Contractor at his expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic metre, as shown on the manufacturer's standard rating plate on the mixer, except that an overload up to ten (10) percent above the mixer's nominal capacity may be permitted provided concrete test data for strength, segregation, and uniform consistency are satisfactory, and provided no spillage of concrete takes place.

The batches shall be so charged into the drum that a portion of the mixing water shall be entered in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first fifteen (15) seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators or non-agitating truck specified in Subsection 311.3.2, Equipment. The time elapsed from the time water is added to the mix until the concrete is deposited in place at the Site shall not exceed forty five (45) minutes when the concrete is hauled in non-agitating trucks, nor ninety (90) minutes when hauled in truck mixers or truck agitators, except that in hot weather or under other conditions contributing to quick hardening of the concrete, the maximum allowable time may be reduced by the Engineer.

In exceptional cases and when volumetric measurements are authorized for small project requiring less than 75 cu.m. of concrete per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

Concrete mixing by chute is allowed provided that a weighing scales for determining the batch weight will be used.

Retempering concrete by adding water or by other means shall not be permitted, except that when concrete is delivered in truck mixers, additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer, provided all these operations are performed within forty-five (45) minutes after the initial mixing operation and the water-cement ratio is not exceeded. Concrete that is not within the specified slump limits at the time of placement shall not be used. Admixtures for increasing the workability or for accelerating the setting of the concrete will be permitted only when specifically approved by the Engineer.

### **311.3.8 Limitation of Mixing**

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

During hot weather, the Engineer shall require that steps be taken to prevent the temperature of mixed concrete from exceeding a maximum temperature of 90°F ( 32°C)

Concrete not in place within ninety (90) minutes from the time the ingredients were charged into the mixing drum or that has developed initial set shall not be used.

Retempering of concrete or mortar which has partially hardened, that is remixing with or without additional cement, aggregate, or water, shall not be permitted.

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete.

### **311.3.9 Placing Concrete**

Concrete shall be deposited in such a manner to require minimal rehandling. Unless truck mixers or non-agitating hauling equipment are equipped with means to discharge concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade in such a manner as to prevent segregation. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

When concrete is to be placed adjoining a previously constructed lane and mechanical equipment will be operated upon the existing lane, that previously constructed lane shall have attained the strength for fourteen (14) day concrete. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after three (3) days.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies, by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than fifteen (15) seconds in any one location.

Concrete shall be deposited as near as possible to the expansion and contraction joints without disturbing them, but shall not be dumped from the discharge bucket or hopper into a joint assembly unless the hopper is well centered on the joint assembly. Should any concrete material fall on or be worked into the surface of a complete slab, it shall be removed immediately.

### **311.3.10 Test Specimens**

As work progresses, at least one (1) set consisting of three (3) concrete beam test specimens, 150 mm x 150 mm x 525 mm or 900 mm shall be taken from each 330 m<sup>2</sup> of pavement, 230 mm depth, or fraction thereof placed each day. Test specimens shall be made under the supervision of the Engineer, and the Contractor shall provide all concrete and other facilities necessary in making the test specimens and shall protect them from damage by construction operations. Cylinder samples shall not be used as substitute for determining the adequacy of the strength of concrete.

The beams shall be made, cured, and tested in accordance with AASHTO T 23 and T 97.

### **311.3.11 Strike-off of Concrete and Placement of Reinforcement**

Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the Plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement will be at the elevation shown on the Plans. When reinforced concrete pavement is placed in two (2) layers, the bottom layer shall be struck off and consolidated to such length and depth that the sheet of fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off and screeded. Any portion of the bottom layer of concrete which has been placed more than 30 minutes without being covered with the top layer shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be firmly positioned in advance of concrete placement or it may be placed at the depth shown on the Plans in plastic concrete, after spreading by mechanical or vibratory means.

Reinforcing steel shall be free from dirt, oil, paint, grease, mill scale and loose or thick rust which could impair bond of the steel with the concrete.

### **311.3.12 Joints**

Joints shall be constructed of the type and dimensions, and at the locations required by the Plans or Special Provisions. All joints shall be protected from the intrusion of injurious foreign material until sealed.

#### **1. Longitudinal Joint**

Deformed steel tie bars of specified length, size, spacing and materials shall be placed perpendicular to the longitudinal joints, they shall be placed by approved mechanical equipment or rigidly secured by chair or other approved supports to prevent displacement. Tie bars shall not be painted or coated with asphalt or other materials or enclosed in tubes or sleeves. When shown on the Plans and when adjacent lanes of pavement are constructed separately, steel side forms shall be used which will form a keyway along the construction joint. Tie bars, except those made of rail steel, may be bent at right angles against the form of the first lane constructed and straightened into final position before the concrete of the adjacent lane is placed, or in lieu of bent tie bars, approved two-piece connectors may be used.

Longitudinal formed joints shall consist of a groove or cleft, extending downward from and normal to, the surface of the pavement. These joints shall be effected or formed by an approved mechanically or manually operated device to the dimensions and line indicated on the Plans and while the concrete is in a plastic state. The groove or cleft shall be filled with either a premolded strip or poured material as required.

The longitudinal joints shall be continuous, there shall be no gaps in either transverse or longitudinal joints at the intersection of the joints.

Longitudinal sawed joints shall be cut by means of approved concrete saws to the depth, width and line shown on the Plans. Suitable guide lines or devices shall be used to assure cutting the longitudinal joint on the true

line. The longitudinal joint shall be sawed before the end of the curing period or shortly thereafter and before any equipment or vehicles are allowed on the pavement. The sawed area shall be thoroughly cleaned and, if required, the joint shall immediately be filled with sealer.

Longitudinal pavement insert type joints shall be formed by placing a continuous strip of plastic materials which will not react adversely with the chemical constituent of the concrete.

## 2. Transverse Expansion Joint

The expansion joint filler shall be continuous from form to form, shaped to subgrade and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used.

The expansion joint filler shall be held in a vertical position. An approved installing bar, or other device, shall be used if required to secure preformed expansion joint filler at the proper grade and alignment during placing and finishing of the concrete. Finished joint shall not deviate more than 6 mm from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

## 3. Transverse Contraction Joint/Weakened Joint

When shown on the Plans, it shall consist of planes of weakness created by forming or cutting grooves in the surface of the pavement and shall include load transfer assemblies. The depth of the weakened plane joint should at all times not be less than 50 mm, while the width should not be more than 6 mm.

- a. Transverse Strip Contraction Joint. It shall be formed by installing a parting strip to be left in place as shown on the Plans.
- b. Formed Groove. It shall be made by depressing an approved tool or device into the plastic concrete. The tool or device shall remain in place at least until the concrete has attained its initial set and shall then be removed without disturbing the adjacent concrete, unless the device is designed to remain in the joint.
- c. Sawed Contraction Joint. It shall be created by sawing grooves in the surface of the pavement of the width not more than 6 mm, depth should at all times not be less than 50 mm, and at the spacing and lines shown on the Plans, with an approved concrete saw. After each joint is sawed, it shall be thoroughly cleaned including the adjacent concrete surface.

Sawing of the joint shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking takes place. If necessary, the sawing operations shall be carried on during the day or night, regardless of weather

conditions. The sawing of any joint shall be omitted if crack occurs at or near the joint location prior to the time of sawing. Sawing shall be discounted when a crack develops ahead of the saw. In general, all joints should be sawed in sequence. If extreme condition exist which make it impractical to prevent erratic cracking by early sawing, the contraction joint groove shall be formed prior to initial set of concrete as provided above.

4. Transverse Construction Joint

It shall be constructed when there is an interruption of more than 30 minutes in the concreting operations. No transverse joint shall be constructed within 1.50 m of an expansion joint, contraction joint, or plane of weakness. If sufficient concrete has been mixed at the time of interruption to form a slab of at least 1.5 m long, the excess concrete from the last preceding joint shall be removed and disposed off as directed.

5. Load Transfer Device

Dowel, when used, shall be held in position parallel to the surface and center line of the slab by a metal device that is left in the pavement.

The portion of each dowel painted with one coat of lead or tar, in conformance with the requirements of Item 404, Reinforcing Steel, shall be thoroughly coated with approved bituminous materials, e.g., MC-70, or an approved lubricant, to prevent the concrete from binding to that portion of the dowel. The sleeves for dowels shall be metal designed to cover 50 mm plus or minus 5 mm (1/4 inch), of the dowel, with a watertight closed end and with a suitable stop to hold the end of the sleeves at least 25 mm (1 inch) from the end of the dowel.

In lieu of using dowel assemblies at contraction joints, dowel may be placed in the full thickness of pavement by a mechanical device approved by the Engineer.

**311.3.13 Final Strike-off (Consolidation and Finishing)**

1. Sequence

The sequence of operations shall be the strike-off and consolidation, floating and removal of laitance, straight-edging and final surface finish. Work bridges or other devices necessary to provide access to the pavement surface for the purpose of finishing straight-edging, and make corrections as hereinafter specified, shall be provided by the Contractor.

In general, the addition of water to the surface of the concrete to assist in finishing operations will not be permitted. If the application of water to the surface is permitted, it shall be applied as fog spray by means of an approved spray equipment.

2. Finishing Joints

The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material assembly, also under

and around all load transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated as required in Subsection 311.3.9, Placing Concrete.

After the concrete has been placed and vibrated adjacent to the joints as required in Subsection 311.3.9, the finishing machine shall be brought forward, operating in a manner to avoid damage or misalignment of joints. If uninterrupted operation of the finishing machine, to over and beyond the joints causes segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the front screed is approximately 20 cm (8 inches) from the joint. Segregated concrete shall be removed from in front of and off the joint. The front screed shall be lifted and set directly on top of the joint and the forward motion of the finishing machine resumed. When the second screed is close enough to permit the excess mortar in front of it to flow over the joint, it shall be lifted and carried over the joint. Thereafter, the finishing machine may be run over the joint without lifting the screeds, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

### 3. Machine Finishing

- a. Non-vibratory Method. The concrete shall be distributed or spread as soon as placed. As soon as the concrete has been placed, it shall be struck off and screeded by an approved finishing machine. The machine shall go over each area of pavement as many times and at such intervals as necessary to give the proper compaction and leave a surface of uniform texture. Excessive operation over a given area shall be avoided. The tops of the forms shall be kept clean by an effective device attached to the machine and the travel of the machine on the forms shall be maintained true without wobbling or other variation tending to affect the precision finish.

During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed in its entire length.

- b. Vibratory Method. When vibration is specified, vibrators for full width vibration of concrete paving slabs, shall meet the requirements in Subsection 311.3.2, Equipment. If uniform and satisfactory density of the concrete is not obtained by the vibratory method at joints, along forms, at structures, and throughout the pavement, the Contractor will be required to furnish equipment and method which will produce pavement conforming to the Specifications. All provisions in item (a) above not in conflict with the provisions for the vibratory method shall govern.

### 4. Hand Finishing

Hand finishing methods may only be used under the following conditions:

- a. In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade.
- b. In narrow widths or areas of irregular dimensions where operations of the mechanical equipment is impractical, hand methods may be used.

Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used. A second screed shall be provided for striking off the bottom layer of concrete if reinforcement is used.

The screed for the surface shall be at least 60 cm (2 feet) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and constructed either of metal or other suitable material shod with metal.

Consolidation shall be attained by the use of suitable vibrator or other approved equipment.

In operation, the screed shall be moved forward on the forms with a combined longitudinal and transverse shearing motion, moving always in the direction in which the work is progressing and so manipulated that neither end is raised from the side forms during the striking off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross-section, and free from porous areas.

## 5. Floating

After the concrete has been struck off and consolidated, it shall be further smoothed, trued, and consolidated by means of a longitudinal float, either by hand or mechanical method.

- a. **Hand Method.** The hand-operated longitudinal float shall be not less than 365 cm (12 feet) in length and 15 cm (6 inches) in width, properly stiffened to prevent flexibility and warping. The longitudinal float, operated from foot bridges resting on the side forms and spanning but not touching the concrete, shall be worked with a sawing motion while held in a floating position parallel to the road center line, and moving gradually from one side of the pavement to the other. Movement ahead along the center line of the pavement shall be in successive advances of not more than one-half the length of the float. Any excess water or soupy material shall be wasted over the side forms on each pass.
- b. **Mechanical Method.** The mechanical longitudinal float shall be of a design approved by the Engineer, and shall be in good working condition. The tracks from which the float operates shall be accurately adjusted to the required crown. The float shall be accurately adjusted and coordinated with the adjustment of the transverse finishing machine so that a small amount of mortar is carried ahead of the float at all times. The forward screed shall be adjusted so that the float will lap the distance specified by the



Engineer on each transverse trip. The float shall pass over each areas of pavement at least two times, but excessive operation over a given area will not be permitted. Any excess water or soupy material shall be wasted over the side forms on each pass.

- c. Alternative Mechanical Method. As an alternative, the Contractor may use a machine composed of a cutting and smoothing float or floats suspended from and guided by a rigid frame. The frame shall be carried by four or more visible wheels riding on, and constantly in contact with the side forms. If necessary, following one of the preceding method of floating, long handled floats having blades not less than 150 cm (5 feet) in length and 15 cm (6 inches) in width may be used to smooth and fill in open-textured areas in the pavement. Long-handled floats shall not be used to float the entire surface of the pavement in lieu of, or supplementing, one of the preceding methods of floating. When strike off and consolidation are done by the hand method and the crown of the pavement will not permit the use of the longitudinal float, the surface shall be floated transversely by means of the long-handled float. Care shall be taken not to work the crown out of the pavement during the operation. After floating, any excess water and laitance shall be removed from the surface of the pavement by a 3-m straight-edge or more in length. Successive drags shall be lapped one-half the length of the blade.

#### 6. Straight-edge Testing and Surface Correction

After the floating has been completed and the excess water removed, but while the concrete is still plastic, the surface of the concrete shall be tested for trueness with a 300 cm long straight-edge. For this purpose, the Contractor shall furnish and use an accurate 300-cm straight-edge swung from handles 100 cm (3 feet) longer than one-half the width of the slab. The straight-edge shall be held in contact with the surface in successive positions parallel to the road center line and the whole area gone over from one side of the slab to the other as necessary. Advances along the road shall be in successive stages of not more than one-half the length of the straight-edge. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the requirements for smoothness. Straight-edge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straight-edge and the slab conforms to the required grade and cross-section.

#### 7. Final Finish

If the surface texture is broom finished, it shall applied when the water sheen has practically disappeared. The broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping. The brooming operation should be so executed that the corrugations produced in the surface shall be uniform in appearance and not more than 1.5 mm in depth. Brooming shall be completed before the

concrete is in such condition that the surface will be unduly roughened by the operation. The surface thus finished shall be free from rough and porous areas, irregularities, and depressions resulting from improper handling of the broom. Brooms shall be of the quality size and construction and be operated so as to produce a surface finish meeting the approval of the Engineer. Subject to satisfactory results being obtained and approval of the Engineer, the Contractor will be permitted to substitute mechanical brooming in lieu of the manual brooming herein described.

If the surface texture is belt finished, when straight-edging is complete and water sheen has practically disappeared and just before the concrete becomes non-plastic, the surface shall be belted with 2-ply canvass belt not less than 20 cm wide and at least 100 cm longer than the pavement width. Hand belts shall have suitable handles to permit controlled, uniform manipulation. The belt shall be operated with short strokes transverse to the center line and with a rapid advances parallel to the center line.

If the surface texture is drag finished, a drag shall be used which consists of a seamless strip of damp burlap or cotton fabric, which shall produce a uniform of gritty texture after dragging it longitudinally along the full width of pavement. For pavement 5 m or more in width, the drag shall be mounted on a bridge which travels on the forms. The dimensions of the drag shall be such that a strip of burlap or fabric at least 100 cm wide is in contact with the full width of pavement surface while the drag is used. The drag shall consist of not less than 2 layers of burlap with the bottom layer approximately 15 cm wider than the layer. The drag shall be maintained in such condition that the resultant surface is of uniform appearance and reasonably free from grooves over 1.5 mm in depth. Drag shall be maintained clean and free from encrusted mortar. Drags that cannot be cleaned shall be discarded and new drags be substituted.

Regardless of the method used for final finish, the hardened surface of pavement shall have a coefficient of friction of 0.25 or more. Completed pavement that is found to have a coefficient of friction less than 0.25 shall be grounded or scored by the Contractor at his expense to provide the required coefficient of friction.

#### 8. Edging at Forms and Joints

After the final finish, but before the concrete has taken its initial set, the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints, shall be worked with an approved tool and rounded to the radius required by the Plans. A well – defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. The surface of the slab shall not be unduly disturbed by tilting the tool during the use.

At all joints, any tool marks appearing on the slab adjacent to the joints shall be eliminated by brooming the surface. In doing this, the rounding of

the corner of the slab shall not be disturbed. All concrete on top of the joint filler shall be completely removed.

All joints shall be tested with a straight-edge before the concrete has set and correction made if one edge of the joint is higher than the other.

#### **311.3.14 Surface Test**

As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 3-m straight-edge or other specified device. Areas showing high spots of more than 3 mm but not exceeding 12 mm in 3 m shall be marked and immediately ground down with an approved grinding tool to an elevation where the area or spot will not show surface deviations in excess of 3 mm when tested with 3 m straight-edge. Where the departure from correct cross-section exceeds 12 mm, the pavement shall be removed and replaced by and at the expense of the Contractor.

Any area or section so removed shall be not less than 1.5 m in length and not less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 1.5 m in length, shall also be removed and replaced.

#### **311.3.15 Curing**

Immediately after the finishing operations have been completed and the concrete has sufficiently set, the entire surface of the newly placed concrete shall be cured in accordance with either one of the methods described herein. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or the lack of water to adequately take care of both curing and other requirements, shall be a cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than ½ hour between stages of curing or during the curing period.

In all congested places, concrete works should be designed so that the designed strength is attained.

1. Cotton or Burlap Mats

The surface of the pavement shall be entirely covered with mats. The mats used shall be of such length (or width) that as laid they will extend at least twice the thickness of the pavement beyond the edges of the slab. The mat shall be placed so that the entire surface and the edges of the slab are completely covered. Prior to being placed, the mats shall be saturated thoroughly with water. The mat shall be so placed and weighted down so as to cause them to remain in intimate contact with the covered surface. The mat shall be maintained fully wetted and in position for 72 hours after the concrete has been placed unless otherwise specified.

2. Waterproof Paper

The top surface and sides of the pavement shall be entirely covered with waterproof paper, the units shall be lapped at least 45 cm. The paper shall be so placed and weighted down so as to cause it to remain in intimate contact with the surface covered. The paper shall have such dimension but each unit as laid will extend beyond the edges of the slab at least twice the

thickness of the pavement, or at pavement width and 60 cm strips of paper for the edges. If laid longitudinally, paper not manufactured in sizes which will provide this width shall be securely sewed or cemented together, the joints being securely sealed in such a manner that they do not open up or separate during the curing period. Unless otherwise specified, the covering shall be maintained in place for 72 hours after the concrete has been placed. The surface of the pavement shall be thoroughly wetted prior to the placing of the paper.

3. Straw Curing

When this type of curing is used, the pavement shall be cured initially with burlap or cotton mats, until after final set of the concrete or, in any case, for 12 hours after placing the concrete. As soon as the mats are removed, the surface and sides of the pavement shall be thoroughly wetted and covered with at least 20 cm of straw or hay, thickness of which is to be measured after wetting. If the straw or hay covering becomes displaced during the curing period, it shall be replaced to the original depth and saturated. It shall be kept thoroughly saturated with water for 72 hours and thoroughly wetted down during the morning of the fourth day, and the cover shall remain in place until the concrete has attained the required strength.

4. Impervious Membrane Method

The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place, or if the pavement is cured initially with jute or cotton mats, it may be applied upon removal of the mass. The curing compound shall not be applied during rain.

Curing compound shall be applied under pressure at the rate 4 L to not more than 14 m<sup>2</sup> by mechanical sprayers. The spraying equipment shall be equipped with a wind guard. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes and concrete surface exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed, but approved means shall be used to insure proper curing at least 72 hours and to prevent the intrusion of foreign material into the joint before sealing has been completed. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film be damaged from any cause within the 72 hour curing period, the damaged portions shall be repaired immediately with additional compound.

5. White Polyethylene Sheet

The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units used shall be lapped at least 45 cm. The

sheeting shall be so placed and weighted down so as to cause it to remain intimate contact with the surface covered. The sheeting as prepared for use shall have such dimension that each unit as laid will extend beyond the edges of the slab at least twice the thickness of the pavement. Unless otherwise specified, the covering shall be maintained in place for 72 hours after the concrete has been placed.

### **311.3.16 Removal of Forms**

After forms for concrete remained in place undisturbed for not less than twenty four (24) hours after concrete pouring. In the removal of forms, crowbars should be used in pulling out nails and pins. Care should be taken so as not to break the edges of the pavement. In case portions of the concrete are spalled, they shall be immediately repaired with fresh mortar mixed in the proportion of one part of Portland Cement and two parts fine aggregates. Major honeycomb areas will be considered as defective work and shall be removed and replaced at the expense of the Contractor. Any area or section so removed shall not be less than the distance between weakened plane joint nor less than the full width of the lane involved.

### **311.3.17 Sealing Joints**

Joints shall be sealed with asphalt sealant soon after completion of the curing period and before the pavement is opened to traffic, including the Contractor's equipment. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign materials including membrane curing compound and the joint faces shall be clean and surface dry when the seal is applied.

The sealing material shall be applied to each joint opening to conform to the details shown on the Plans or as directed by the Engineer. Material for seal applied hot shall be stirred during heating so that localized overheating does not occur. The pouring shall be done in such a manner that the material will not be spilled on the exposed surfaces of the concrete. The use of sand or similar material as a cover for the seal will not be permitted.

Preformed elastomeric gaskets for sealing joints shall be of the cross-sectional dimensions shown on the Plans. Seals shall be installed by suitable tools, without elongation and secured in place with an approved lubricant adhesive which shall cover both sides of the concrete joints. The seals shall be installed in a compressive condition and shall at time of placement be below the level of the pavement surface by approximately 6 mm.

The seals shall be in one piece for the full width of each transverse joint.

### **311.3.18 Protection of Pavement**

The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by his own employees and agents. This shall include watchmen to direct traffic and the erection of and maintenance of warning signs, lights, pavement bridges or cross-overs, etc. The Plans or Special Provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic.

All boreholes after thickness and/or strength determinations of newly constructed asphalt and concrete pavements shall be immediately filled/restored with the prescribed concrete/asphalt mix after completion of the drilling works.

Any damage to the pavement, occurring prior to final acceptance, shall be repaired or the pavement be replaced.

### **311.3.19 Concrete Pavement – Slip Form Method**

If the Contract calls for the construction of pavement without the use of fixed forms, the following provisions shall apply:

#### **1. Grade**

After the grade or base has been placed and compacted to the required density, the areas which will support the paving machine shall be cut to the proper elevation by means of a properly designed machine. The grade on which the pavement is to be constructed shall then be brought to the proper profile by means of properly designed machine. If the density of the base is disturbed by the grading operation, it shall be corrected by additional compaction before concrete is placed. The grade should be constructed sufficiently in advance of the placing of the concrete. If any traffic is allowed to use the prepared grade, the grade shall be checked and corrected immediately before the placing of concrete.

#### **2. Placing Concrete**

The concrete shall be placed with an approved slip-form paver designed to spread, consolidate, screed and float-finish the freshly placed concrete in one complete pass of the machine in such a manner that a minimum of hand finish will be necessary to provide a dense and homogenous pavement in conformance with the Plans and Specifications. The machine shall vibrate the concrete for the full width and depth of the strip of pavement being placed. Such

vibration shall be accompanied with vibrating tubes or arms working in the concrete or with a vibrating screed or pan operating on the surface of the concrete. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms. The forms shall trail behind the paver for such a distance that no appreciable slumping of the concrete will occur, and that necessary final finishing can be accomplished while the concrete is still within the forms. Any edge slump of the pavement, exclusive of edge rounding, in excess of 6 mm shall be corrected before the concrete has hardened.

The concrete shall be held at a uniform consistency, having a slump of not more than 40 mm (1-12/ inches). The slip form paver shall be operated with as nearly as possible a continuous forward movement and that all operations of mixing, delivering and spreading concrete shall be coordinated so as to provide uniform progress with stopping and starting of the paver held to a minimum. If, for any reason, it is necessary to stop the forward movement of the paver the vibratory and tamping elements shall

also be stopped immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

3. Finishing

The surface smoothness and texture shall meet the requirements of Subsections 311.3.13 and 311.3.14.

4. Curing

Unless otherwise specified, curing shall be done in accordance with one of the methods included in Subsection 311.3.15. The curing media shall be applied at the appropriate time and shall be applied uniformly and completely to all surfaces and edges of the pavement.

5. Joints

All joints shall be constructed in accordance with Subsection 311.3.12.

6. Protection Against Rain

In order that the concrete may be properly protected against rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times, materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 50 mm (2 inches) and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, curing paper or plastic sheeting materials for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin placing forms against the sides of the pavement and covering the surface of the unhardened concrete with the protective covering.

### **311.3.20 Acceptance of Concrete**

The strength level of the concrete will be considered satisfactory if the averages of all sets of three (3) consecutive strength test results equal or exceed the specified strength,  $f_c'$  and no individual strength test result is deficient by more than 15% of the specified strength,  $f_c'$ .

Concrete deemed to be not acceptable using the above criteria may be rejected unless the Contractor can provide evidence, by means of core tests, that the quality of concrete represented by failed test results is acceptable in place. At least three (3) representative cores shall be taken from each member or area of concrete in place that is considered deficient. The location of cores shall be determined by the Engineer so that there will be at least impairment of strength of the structure. The obtaining and testing of drilled cores shall be in accordance with AASHTO T 24.

Concrete in the area represented by the cores will be considered adequate if the average strength of the cores is equal to at least 85% of, and if no single core is less than 75% of, the specified strength,  $f_c'$ .

If the strength of control specimens does not meet the requirements of this Subsection, and it is not feasible or not advisable to obtain cores from the structure due to structural considerations, payment of the concrete will be made at an adjusted price due to strength deficiency of concrete specimens as specified hereunder:

| Deficiency in Strength of Concrete Specimens, Percent (%) | Percent (%) of Contract Price Allowed |
|-----------------------------------------------------------|---------------------------------------|
| Less than 5                                               | 100                                   |
| 5 to less than 10                                         | 80                                    |
| 10 to less than 15                                        | 70                                    |
| 15 to less than 20                                        | 60                                    |
| 20 to less than 25                                        | 50                                    |
| 25 or more                                                | 0                                     |

### **311.3.21 Opening to Traffic**

The Engineer will decide when the pavement may be opened to traffic. The road will not be opened to traffic until test specimens molded and cured in accordance with AASHTO T 23 have attained the minimum strength requirements in Subsection 311.2.11. If such tests are not conducted prior to the specified age the pavement shall not be operated to traffic until 14 days after the concrete was placed. Before opening to traffic, the pavement shall be cleaned and joint sealing completed.

### **311.3.22 Tolerance and Pavement thickness**

#### **1. General**

The thickness of the pavement will be determined by measurement of cores from the completed pavement in accordance with AASHTO T 148.

The completed pavement shall be accepted on a lot basis. A lot shall be considered as 1000 linear meters of pavement when a single traffic lane is poured or 500 linear meters when two lanes are poured concurrently. The last unit in each slab constitutes a lot in itself when its length is at least ½ of the normal lot length. If the length of the last unit is shorter than ½ of the normal lot length, it shall be included in the previous lot.

Other areas such as intersections, entrances, crossovers, ramp, etc., will be grouped together to form a lot. Small irregular areas may be included with other unit areas to form a lot.

Each lot will be divided into five (5) equal segments and one core will be obtained from each segment in accordance with AASHTO T 24.

#### **2. Pavement Thickness**

It is the intent of this Specification that the pavement has a uniform thickness as called for on the Plans for the average of each lot as defined. After the pavement has met all surface smoothness requirements, cores for thickness measurements will be taken.



In calculating the average thickness of the pavement, individual measurements which are in excess of the specified thickness by more than 5 mm will be considered as the specified thickness plus 5 mm and measurement which are less than the specified thickness by more than 25 mm shall not be included in the average. When the average thickness for the lot is deficient, the contract unit price will be adjusted for thickness in accordance with paragraph (3 below).

Individual areas within a segment found deficient in thickness by more than 25 mm shall be evaluated by the Engineer, and if in his judgment, the deficient areas warrant removal, they shall be removed and replaced by the Contractor with pavement of the specified thickness at his entire expense. However, if the evaluation of the Engineer is that the deficient area should not be removed and replaced, such area will not be paid.

When the measurement of any core is less than the specified thickness by more than 25 mm, the actual thickness of the pavement in this area will be determined by taking additional cores at no less than 5 m intervals parallel to the center line in each direction from the affected location until a core is found in each direction, which is not deficient in thickness by more than 25 mm. The area of slab for which no payment will be made shall be the product of the paving width multiplied by the distance along the center line of the road between transverse sections found not deficient in thickness by more than 25 mm. The thickness of the remainder of the segment to be used to get the average thickness of each lot shall be determined by taking the average thickness of additional cores which are not deficient by more than 25 mm.

### 3. Adjustment for Thickness

When the average thickness of the pavement per lot is deficient, payment for the lot shall be adjusted as follows:

| Deficiency in the Average Thickness per lot (mm) | Percent (%) of Contract Price Per Lot |
|--------------------------------------------------|---------------------------------------|
| 0 - 5                                            | 100% payment                          |
| 6 - 10                                           | 95% payment                           |
| 11 - 15                                          | 85% payment                           |
| 16 - 20                                          | 70% payment                           |
| 21 - 25                                          | 50% payment                           |
| More than 25                                     | Remove and replace/ No payment        |

No acceptance and final payment shall be made on completed pavement unless core test for thickness determination is conducted, except for Barangay Roads where the implementing office is allowed to waive such test.

### **311.4 Method of Measurement**

The area to be paid for under this Item shall be the number of square meters (m<sup>2</sup>) of concrete pavement placed and accepted in the completed pavement. The width for measurements will be the width from outside edge to outside edge of completed pavement as placed in accordance with the Plans or as otherwise required by the Engineer in writing. The length will be measured horizontally along the center line of each roadway or ramp. Any curb and gutter placed shall not be included in the area of concrete pavement measured.

### **311.5 Basis of Payment**

The accepted quantity, measured as prescribed in Section 311.4, shall be paid for at the contract unit price for Portland Cement Concrete Pavement, which price and payment shall be full compensation for preparation of roadbed and finishing of shoulders, unless otherwise provided by the Special Provisions, furnishing all materials, for mixing, placing, finishing and curing all concrete, for furnishing and placing all joint materials, for sawing weakened plane joints, for fitting the prefabricated center metal joint, for facilitating and controlling traffic, and for furnishing all labor, equipment, tools and incidentals necessary to complete the Item.

Payment will be made under:

| Pay Item Number | Description          | Unit of Measurement |
|-----------------|----------------------|---------------------|
| 311 (1)         | PCC Pavement (Plain) | Square meter        |

## **ITEM 404 – REINFORCING STEEL**

### **404.1 Description**

This Item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the Engineer.

### **404.2 Material Requirements**

Reinforcing steel shall meet the requirements of item 710, Reinforcing Steel and Wire Rope.

### **404.3 Construction Requirements**

#### **404.3.1 Order Lists**

Before materials are ordered, all order lists and bending diagrams shall be furnished by the Contractor, for approval of the Engineer. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Any expense incident to

the revisions of materials furnished in accordance with such lists and diagrams to make them comply with the Plans shall be borne by the Contractor.

#### 404.3.2 Protection of Material

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel specified.

#### 404.3.3 Bending

All reinforcing bars requiring bending shall be cold-bent to the shapes shown on the Plans or required by the Engineer. Bars shall be bent around a circular pin having the following diameters (D) in relation to the diameter of the bar (d):

| Nominal diameter, d, mm | Pin diameter (D) |
|-------------------------|------------------|
| 10 to 20                | 6d               |
| 25 to 28                | 8d               |
| 32 and greater          | 10d              |

Bends and hooks in stirrups or ties may be bent to the diameter of the principal bar enclosed therein.

#### 404.3.4 Placing and Fastening

All steel reinforcement shall be accurately placed in the position shown on the Plans or required by the Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where spacing is less than 300mm in each directions, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

Distance from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports, so that it does not vary from the position indicated on the Plans by more than 6mm. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shapes and dimensions. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe and wooden blocks shall not be permitted. Unless otherwise shown on the Plans or required by the Engineer, the minimum distance between bars shall be 40mm. Reinforcement in any member shall be placed and then inspected and approved by the Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal may be required. If fabric reinforcement is

shipped in rolls, it shall be straightened before being placed. Bundled bars shall be tied together at not more than 1.8m intervals.

#### 404.3.5 Splicing

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

Unless otherwise shown on the Plans, bars shall be lapped a minimum distance of:

| Splice Type | Grade 40<br>min. lap | Grade 60<br>min. lap | But not less than |
|-------------|----------------------|----------------------|-------------------|
| Tension     | 24 bar dia           | 36 bar dia           | 300 mm            |
| Compression | 20 bar dia           | 24 bar dia           | 300 mm            |

In lapped splices, the bars shall be placed in contact and wired together. Lapped splices will not be permitted at locations where the concrete section is insufficient to provide minimum clear distance of one and one-third the maximum size of coarse aggregate between the splice and the nearest adjacent bar. Welding of reinforcing steel shall be done only if detailed on the Plans or if authorized by the Engineer in writing. Spiral reinforcement shall be spliced by lapping at least one and a half turns or by butt welding unless otherwise shown on the Plans.

#### 404.3.6 Lapping of Bar Mat

Sheets of mesh or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The overlap shall not be less than one mesh in width.

#### 404.4 Method of Measurement

The quantity of reinforcing steel to be paid for will be the final quantity placed and accepted in the completed structure.

No allowance will be made for tie-wires, separators, wire chairs and other material used in fastening the reinforcing steel in place. If bars are substituted upon the Contractor's request and approved by the Engineer and as a result thereof more steel is used than specified, only the mass specified shall be measured for payment.

No measurement or payment will be made for splices added by the Contractor unless directed or approved by the Engineer.

When there is no item for reinforcing steel in the Bill of Quantities, costs will be considered as incidental to the other items in the Bill of Quantities.

#### **404.5 Basis of Payment**

The accepted quantity, measured as prescribed in Section 404.4, shall be paid for at the contract unit price for Reinforcing Steel 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 work prescribed in this Item.

Payment will be made under:

| Pay Item Number | Description       | Unit of Measurement |
|-----------------|-------------------|---------------------|
| 404             | Reinforcing Steel | Kilogram            |

### **ITEM 405 - STRUCTURAL CONCRETE**

#### **405.1 Description**

##### **405.1.1 Scope**

This Item shall consist of furnishing, placing and finishing concrete in all structures except pavements in accordance with this Specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer.

##### **405.1.2 Classes and Uses of Concrete**

Five classes of concrete are provided for in this Item, namely: A, B, C, P and Seal. Each class shall be used in that part of the structure as called for on the Plans.

The classes of concrete will generally be used as follows:

Class A - All superstructures and heavily reinforced substructures. The important parts of the structure included are slabs, beams, girders, columns, arch ribs, box culverts, reinforced abutments, retaining walls, and reinforced footings.

Class B - Footings, pedestals, massive pier shafts, pipe bedding, and gravity walls, unreinforced or with only a small amount of reinforcement.

Class C - Thin reinforced sections, railings, precast R.C. piles and cribbing and for filler in steel grid floors.

Class P - Prestressed concrete structures and members.

Seal - Concrete deposited in water.

#### **405.2 Material Requirements**

##### **405.2.1 Portland Cement**

It shall conform to all the requirements of Subsection 311.2.1.

#### 405.2.2 Fine Aggregate

It shall conform to all the requirements of Subsection 311.2.2.

#### 405.2.3 Coarse Aggregate

It shall conform all the requirements of Subsection 311.2.3 except that gradation shall conform to Table 405.1.

Table 405.1 – Grading Requirements for Coarse Aggregate

| Sieve Designation |                       | Mass Percent Passing |          |          |          |            |
|-------------------|-----------------------|----------------------|----------|----------|----------|------------|
| Standard Mm       | Alternate US Standard | Class A              | Class B  | Class C  | Class P  | Class Seal |
| 63                | 2-1/2"                |                      | 100      |          |          |            |
| 50                | 2"                    | 100                  | 95 - 100 |          |          |            |
| 37.5              | 1-1/2"                | 95 - 100             | -        |          |          | 100        |
| 25                | 1"                    | -                    | 35 - 70  |          | 100      | 95 - 100   |
| 19.0              | 3/4"                  | 35 - 70              | -        | 100      | 95 - 100 | -          |
| 12.5              | 1/2"                  | -                    | 10 - 30  | 90 - 100 | -        | 25 - 60    |
| 9.5               | 3/8"                  | 10 - 30              | -        | 40 - 70  | 20 - 55  | -          |
| 4.75              | No.4                  | 0 - 5                | 0 - 5    | 0 - 15*  | 0 - 10*  | 0 - 10*    |

\* The measured cement content shall be within plus (+) or minus (-) 2 mass percent of the design cement content.

#### 405.2.4 Water

It shall conform to the requirements of Subsection 311.2.4

#### 405.2.5 Reinforcing Steel

It shall conform to the requirements of Item 710, Reinforcing Steel and Wire Rope.

#### 405.2.6 Admixtures

Admixtures shall conform to the requirements of Subsection 311.2.7

#### 405.2.7 Curing Materials

Curing materials shall conform to the requirements of Subsection 311.2.8.

#### 405.2.8 Expansion Joint Materials

Expansion joint materials shall be:

1. Preformed Sponge Rubber and Cork, conforming to AASHTO M 153.
2. Hot-Poured Elastic Type, conforming to AASHTO M 173.
3. Preformed Fillers, conforming to AASHTO M 213.

### 405.2.9 Elastomeric Compression Joint Seals

These shall conform to AASHTO M 220.

### 405.2.10 Elastomeric Bearing Pads

These shall conform to AASHTO M 251 or Item 412 – Elastomeric Bearing Pads.

### 405.2.11 Storage of Cement and Aggregates

Storage of cement and aggregates shall conform to all the requirements of Subsection 311.2.10.

## 405.3 Sampling and Testing of Structural Concrete

As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300mm (6 x 12 inches), shall be taken from each seventy five (75) cubic meters of each class of concrete or fraction thereof placed each day.

Compliance with the requirements of this Section shall be determined in accordance with the following standard methods of AASHTO:

|                                                                   |       |
|-------------------------------------------------------------------|-------|
| Sampling of fresh concrete                                        | T 141 |
| Weight per cubic metre and air content (gravi-metric) of concrete | T 121 |
| Sieve analysis of fine and coarse aggregates                      | T 27  |
| Slump of Portland Cement Concrete                                 | T 119 |
| Specific gravity and absorption of fine aggregate                 | T 84  |

Tests for strength shall be made in accordance with the following:

|                                                                                  |      |
|----------------------------------------------------------------------------------|------|
| Making and curing concrete compressive and flexural tests specimens in the field | T 23 |
| Compressive strength of molded concrete cylinders                                | T 22 |

## 405.4 Production Requirements

### 405.4.1 Proportioning and Strength of Structural Concrete

The concrete materials shall be proportioned in accordance with the requirements for each class of concrete as specified in Table 405.2, using the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1. "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete". Other methods of proportioning may be employed in the mix design with prior approval of the Engineer. The mix shall either be designed or approved by the Engineer. A change in the source of materials during the progress of work may necessitate a new mix design.

The strength requirements for each class of concrete shall be as specified in Table 405.2.

Table 405.2 - Composition and Strength of Concrete for Use in Structures

| Class Of Concrete | Minimum Cement Content Per m <sup>3</sup><br>kg<br>(bag <sup>**</sup> ) | Maximum Water/Cement Ratio<br>kg/kg | Consistency Range in Slump<br>mm (inch) | Designated Size of Coarse Aggregate<br>Square Opening Std.<br>Mm | Minimum Compressive Strength of 150x300mm Concrete Cylinder Specimen at 28 days, MN/m <sup>2</sup> (psi) |
|-------------------|-------------------------------------------------------------------------|-------------------------------------|-----------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| A                 | 360<br>(9 bags)                                                         | 0.53                                | 50 - 100<br>(2 - 4)                     | 37.5 - 4.75<br>(1-1/2" - No. 4)                                  | 20.7<br>(3000)                                                                                           |
| B                 | 320<br>(8 bags)                                                         | 0.58                                | 50 - 100<br>(2 - 4)                     | 50 - 4.75<br>(2" - No. 4)                                        | 16.5<br>(2400)                                                                                           |
| C                 | 380<br>(9.5 bags)                                                       | 0.55                                | 50 - 100<br>(2 - 4)                     | 12.5 - 4.75<br>(1/2" - No. 4)                                    | 20.7<br>(3000)                                                                                           |
| P                 | 440<br>(11 bags)                                                        | 0.49                                | 100 max.<br>(4 max.)                    | 19.0 - 4.75<br>(3/4" - No. 4)                                    | 37.7<br>(5000)                                                                                           |
| Seal              | 380<br>(9.5 bags)                                                       | 0.58                                | 100 - 200<br>(4 - 8)                    | 25 - 4.75<br>(1" - No. 4)                                        | 20.7<br>(3000)                                                                                           |

\* The measured cement content shall be within plus or minus 2 mass percent of the design cement content.

\*\* Based on 40 kg/bag

#### 405.4.2 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be of such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating of mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly place it and not by the difficulty in mixing and transporting. The quantity 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.

#### 405.4.3 Batching

Measuring and batching of materials shall be done at a batching plant.

##### 1. Portland Cement

Either sacked or bulk cement may be used. No fraction of a sack of cement shall be used in a batch of concrete unless the cement is weighed. All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be properly sealed and vented to preclude dusting operation. The discharge chute shall not be suspended from the weighing hopper and shall be so arranged that cement will neither be lodged in it nor leak from it.

Accuracy of batching shall be within plus (+) or minus (-) 1 mass percent.



## 2. Water

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not more than 1 percent.

## 3. Aggregates

Stockpiling of aggregates shall be in accordance with Subsection 311.2.10. All aggregates whether produced or handled by hydraulic methods or washed, shall be stockpiled or binned for draining for at least 12 hours prior to batching. Rail shipment requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage. If the aggregates contain high or non-uniform moisture content, storage or stockpile period in excess of 12 hours may be required by the Engineer.

Batching shall be conducted as to result in a 2 mass percent maximum tolerance for the required materials.

## 4. Bins and Scales

The batching plant shall include separate bins for bulk cement, fine aggregate and for each size of coarse aggregate, a weighing hopper, and scales capable of determining accurately the mass of each component of the batch.

Scales shall be accurate to one-half (0.5) percent throughout the range used.

## 5. Batching

When batches are hauled to the mixer, bulk cement shall be transported either in waterproof compartments or between the fine and coarse aggregate. When cement is placed in contact with moist aggregates, batches will be rejected unless mixed within 1-1/2 hours of such contact. Sacked cement may be transported on top of the aggregates.

Batches shall be delivered to the mixer separate and intact. Each batch shall be dumped cleanly into the mixer without loss, and, when more than one batch is carried on the truck, without spilling of material from one batch compartment into another.

## 6. Admixtures

The Contractor shall follow an approved procedure for adding the specified amount of admixture to each batch and will be responsible for its uniform operation during the progress of the work. He shall provide separate scales for the admixtures which are to be proportioned by weight, and accurate measures for those to be proportioned by volume. Admixtures shall be measured into the mixer with an accuracy of plus or minus three (3) percent.

The use of Calcium Chloride as an admixture will not be permitted.

#### **405.4.4 Mixing and Delivery**

Concrete may be mixed at the site of construction, at a central point or by a combination of central point and truck mixing or by a combination of central point mixing and truck agitating. Mixing and delivery of concrete shall be in accordance with the appropriate requirements of AASHTO M 157 except as modified in the following paragraphs of this section, for truck mixing or a combination of central point and truck mixing or truck agitating. Delivery of concrete shall be regulated so that placing is at a continuous rate unless delayed by the placing operations. The intervals between delivery of batches shall not be so great as to allow the concrete in place to harden partially, and in no case shall such an interval exceed 30 minutes.

In exceptional cases and when volumetric measurements are authorized, for small project requiring less than 75 cu.m. per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

Concrete mixing, by chute is allowed provided that a weighing scales for determining the batch weight will be used.

For batch mixing at the site of construction or at a central point, a batch mixer of an approved type shall be used. Mixer having a rated capacity of less than a one-bag batch shall not be used. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity as shown on the manufacturer's standard rating plate on the mixer except that an overload up to 10 percent above the mixer's nominal capacity may be permitted, provided concrete test data for strength, segregation, and uniform consistency are satisfactory and provided no spillage of concrete takes place. The batch shall be so charge into the drum that a portion of the water shall enter in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Mixing time shall be measured from the time all materials, except water, are in the drum. Mixing time shall not be less than 60 seconds for mixers having a capacity of 1.5m<sup>3</sup> or less. For mixers having a capacity greater than 1.5m<sup>3</sup>, the mixing time shall not be less than 90 seconds. If timing starts, the instant the skip reaches its maximum raised position, 4 seconds shall be added to the specified mixing time. Mixing time ends when the discharge chute opens.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed off by the Contractor at his own expenses.

The timing device on stationary mixers shall be equipped with a bell or other suitable warning device adjusted to give a clearly audible signal each time the lock is released. In case of failure of the timing device, the Contractor will be permitted to continue operations while it is being repaired, provided he furnishes an approved timepiece equipped with minute and second hands. If the timing device is not placed in good working order within 24 hours, further use of the mixer will be prohibited until repairs are made.

Retempering concrete will not be permitted. Admixtures for increasing the workability, for retarding the set, or for accelerating the set or improving the pumping characteristics of the concrete will be permitted only when specifically provided for in the Contract, or authorized in writing by the Engineer.

#### 1. Mixing Concrete: General

Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.

Equipment having components made of aluminum or magnesium alloys, which would have contact with plastic concrete during mixing, transporting or pumping of Portland Cement concrete, shall not be used.

Concrete mixers shall be equipped with adequate water storage and a device of accurately measuring and automatically controlling the amount of water used.

Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one percent of the desired amounts. The water measuring device shall be accurate to plus or minus 0.5 mass percent. All measuring devices shall be subject to the approval of the Engineer. Scales and measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer more than one mass percent for cement, 1-1/2 mass percent for any size of aggregate, or one (1) mass percent for the total aggregate in any batch.

#### 2. Mixing Concrete at Site

Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20mm or more below the original height of the manufacturer's design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

When bulk cement is used and volume of the batch is 0.5m<sup>3</sup> or more, the scale and weigh hopper for Portland Cement shall be separate and distinct from the aggregate hopper or hoppers. The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall also be interlocked against opening when the amount of cement in the hopper is underweight by more than one (1) mass percent or overweight by more than 3 mass percent of the amount specified.

When the aggregate contains more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate. All water shall be in the drum by the end of the first quarter of the specified mixing time.

Cement shall be batched and charged into the mixer so that it will not result in loss of cement due to the effect of wind, or in accumulation of cement on surface of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.

The entire content of a batch mixer shall be removed from the drum before materials for a succeeding batch are placed therein. The materials composing a batch except water shall be deposited simultaneously into the mixer.

All concrete shall be mixed for a period of not less than 1-1/2 minutes after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed.

Mixers shall be operated with an automatic timing device that can be locked by the Engineer. The time device and discharge mechanics shall be so interlocked that during normal operation no part of the batch will be charged until the specified mixing time has elapsed.

The first batch of concrete materials placed in the mixer shall contain a sufficient excess of cement, sand, and water to coat inside of the drum without reducing the required mortar content of the mix. When mixing is to cease for a period of one hour or more, the mixer shall be thoroughly cleaned.

### 3. Mixing Concrete at Central Plant

Mixing at central plant shall conform to the requirements for mixing at the site.

### 4. Mixing Concrete in Truck

Truck mixers, unless otherwise authorized by the Engineer, shall be of the revolving drum type, water-tight, and so constructed that the concrete can be mixed to insure a uniform distribution of materials throughout the mass. All solid materials for the concrete shall be accurately measured and charged into the drum at the proportioning plant. Except as subsequently provided, the truck mixer shall be equipped with a device by which the quantity of

water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank is not required. Truck mixers may be required to be provided with a means of which the mixing time can be readily verified by the Engineer.

The maximum size of batch in truck mixers shall not exceed the minimum rated capacity of the mixer as stated by the manufacturer and stamped in metal on the mixer. Truck mixing, shall, unless otherwise directed be continued for not less than 100 revolutions after all ingredients, including water, are in the drum. The mixing speed shall not be less than 4 rpm, nor more than 6 rpm.

Mixing shall begin within 30 minutes after the cement has been added either to the water or aggregate, but when cement is charged into a mixer drum containing water or surface wet aggregate and when the temperature is above 32°C, this limit shall be reduced to 15 minutes. The limitation in time between the introduction of the cement to the aggregate and the beginning of the mixing may be waived when, in the judgment of the Engineer, the aggregate is sufficiently free from moisture, so that there will be no harmful effects on the cement.

When a truck mixer is used for transportation, the mixing time specified in Subsection 405.4.4 (3) at a stationary mixer may be reduced to 30 seconds and the mixing completed in a truck mixer. The mixing time in the truck mixer shall be as specified for truck mixing.

## 5. Transporting Mixed Concrete

Mixed concrete may only be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturers of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable point for adequate placement and consolidation in place.

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity. They shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point.

The rate of discharge of mixed concrete from truck mixers or agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within one hour, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 30°C, or above, a time less than one hour will be required.

## 6. Delivery of Mixed Concrete

The Contractor shall have sufficient plant capacity and transportation apparatus to insure continuous delivery at the rate required. The rate of delivery of concrete during concreting operations shall be such as to provide for the proper handling, placing and finishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be such as will facilitate placing of the minimum handling.

### 405.5 Method of Measurement

The quantity of structural concrete to be paid for will be the final quantity placed and accepted in the completed structure. No deduction will be made for the volume occupied by pipe less than 100mm (4 inches) in diameter or by reinforcing steel, anchors, conduits, weep holes or expansion joint materials.

### 405.6 Basis of Payment

The accepted quantities, measured as prescribed in Section 405.5, shall be paid for at the contract unit price for each of the Pay Item listed below that is included in the Bill of Quantities.

Payment shall constitute full compensation for furnishing, placing and finishing concrete including all labor, equipment, tools and incidentals necessary to complete the work prescribed in the item.

Payment will be made under:

| Pay Item Number | Description                  | Unit of Measurement |
|-----------------|------------------------------|---------------------|
| 405 (1)         | Structural Concrete, Class A | Cubic Meter         |

## ITEM 500 - PIPE CULVERTS AND STORM DRAINS

### 500.1 Description

This item shall consist of the construction or reconstruction of pipe culverts and storm drains, hereinafter referred to as "conduit" in accordance with this Specification and in conformity with the lines and grades shown on the Plans or as established by the Engineer.

### 500.2 Material Requirements

Material shall meet the requirements specified in the following specifications:

|                                                                            |             |
|----------------------------------------------------------------------------|-------------|
| Zinc coated (galvanized) corrugated iron or steel culverts and underdrains | AASHTO M 36 |
| Cast iron culvert pipe                                                     | AASHTO M 64 |
| Concrete sewer, storm drain and culvert pipe                               | AASHTO M 86 |

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
| Reinforced concrete culvert, storm drain and sewer pipe            | AASHTO M 170 |
| Bituminous coated corrugated metal culvert pipe and pipe arches    | AASHTO M 190 |
| Reinforced concrete arch culvert, storm drain and sewer pipe       | AASHTO M 206 |
| Reinforced concrete elliptical culvert, storm drain and sewer pipe | AASHTO M 207 |
| Asbestos cement pipe for culverts and storm drains                 | AASHTO M 217 |

Joint Mortar – Joint mortar for concrete pipes shall consist of 1 part, by volume of Portland Cement and two (2) parts of approved sand with water as necessary to obtain the required consistency.

Portland Cement and sand shall conform to the requirements of Item 405, Structural Concrete.

Mortar shall be used within 30 minutes after its preparation.

|                |              |
|----------------|--------------|
| Rubber gaskets | AASHTO M 198 |
|----------------|--------------|

Oakum – Oakum for joints in bell and spigot pipes shall be made from hemp (Cannavis Sativa) line or Benares Sunnfiber or from a combination of these fibers. The oakum shall be thoroughly corded and finished and practically free from lumps, dirt and extraneous matter.

|                                   |              |
|-----------------------------------|--------------|
| Hot poured joint sealing compound | AASHTO M 173 |
|-----------------------------------|--------------|

Bedding material shall conform to the requirements of Subsection 500.3.2, Bedding.

Backfill material shall conform to the requirements of Subsection 500.3.6, Backfilling.

When the location of manufacturing plants allow, the plants will be inspected periodically for compliance with specified manufacturing methods, and material samples will be obtained for laboratory testing for compliance with materials quality requirements. This shall be the basis for acceptance of manufacturing lots as to quality.

Prior to and during incorporation of materials in the work, these materials will be subjected to the latest inspection and approval of the Engineer.

## **500.3 Construction Requirements**

### **500.3.1 Trenches Excavation**

Trenches shall be excavated in accordance with the requirement of Item 103, Structure Excavation, to a width sufficient to allow for proper jointing of the conduit and thorough compaction of the bedding and backfill materials under and around the conduit. Where feasible, trench wall shall be vertical.

The completed trench bottom shall be firm for its full length and width. Where required, in the case of crop drains, the trench shall have a longitudinal camber of the magnitude specified.

When so specified on the Plans, the excavation for conduits placed in embankment fill, shall be made after the embankment has been completed to the specified or directed height above the designed grade of the conduit.

### 500.3.2 Bedding

The bedding shall conform to one of the classes specified. When no bedding class is specified, the requirements for Class C bedding shall apply.

Class A bedding shall consist of a continuous concrete cradle conforming to the plan details.

Class B bedding shall consist of bedding the conduit to a depth of not less than 30 percent of the vertical outside diameter of the conduit. The minimum thickness of bedding material beneath the pipe shall be 100 mm. The bedding material shall be sand or selected sandy soil all of which passes a 9.5 mm sieve and not more than 10 percent of which passes a 0.075 mm sieve. The layer of the bedding material shall be shaped to fit the conduit for at least 15 percent of its total height. Recesses in the trench bottom shall be shaped to accommodate the bell when bell and spigot type conduit is used.

Class C bedding shall consist of bedding the conduit to a depth of not less than 10 percent of its total height. The foundation surface, completed in accordance with Item 103, Structure Excavation, shall be shaped to fit the conduit and shall have recesses shaped to receive the bells, if any.

For flexible pipe, the bed shall be roughly shaped and a bedding blanket of sand or fine granular material as specified above shall be provided as follows:

| Pipe Corrugation Depth | Minimum Bedding Depth |
|------------------------|-----------------------|
| 10 mm                  | 25 mm                 |
| 25 mm                  | 50 mm                 |
| 50 mm                  | 75 mm                 |

For large diameter structural plate pipes the shaped bed need not exceed the width of bottom plate.

### 500.3.3 Laying Conduit

The conduit laying shall begin at the downstream end of the conduit line. The lower segment of the conduit shall be in contact with the shaped bedding throughout its full length. Bell or groove ends of rigid conduits and outside circumferential laps of flexible conduits shall be placed facing upstream. Flexible conduit shall be placed with longitudinal laps or seams at the sides.

Paved or partially-lined conduit shall be laid such that the longitudinal center line of the paved segment coincides with the flow line. Elliptical and elliptically reinforced conduits shall be placed with the major axis within 5 degrees of a vertical plane through the longitudinal axis of the conduit.



### **500.3.4 Jointing Conduit**

Rigid conduits may either be of bell and spigot or tongue and groove design unless another type is specified. The method of joining conduit sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even.

Joints shall be made with (a) Portland Cement mortar, (b) Portland Cement grout, (c) rubber gaskets, (d) oakum and mortar, (e) oakum and joint compound, (f) plastic sealing compound, or by a combination of these types, or any other type, as may be specified. Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the conduit and finished smooth on the inside. For grouted joints, molds or runners shall be used to retain the poured grout. Rubber ring gaskets shall be installed so as to form a flexible water-tight seal. Where oakum is used, the joint shall be called with this material and then sealed with the specified material.

When Portland Cement mixtures are used, the completed joints shall be protected against rapid drying by any suitable covering material.

Flexible conduits shall be firmly joined by coupling bands.

Conduits shall be inspected before any backfill is placed. Any pipe found to be out of alignment, unduly settled, or damaged shall be taken up and relaid or replaced.

### **500.3.5 Field Strutting**

When required by the Plans, vertical diameter of round flexible conduit shall be increased 5 percent by shop elongation or by means of jacks applied after the entire line of conduit has been installed on the bending but before backfilling. The vertical elongation shall be maintained by means of sills and struts or by horizontal ties shall be used on paved invert pipe.

Ties and struts shall be 300 mm in place until the embankment is completed and compacted, unless otherwise shown on the Plans.

These construction specifications shall also apply in the case of relaid conduits. In addition, all conduits salvaged for relaying shall be cleaned of all foreign materials prior to reinstallation.

### **500.3.6 Backfilling**

Materials for backfilling on each side of the conduit for the full trench width and to an elevation of 300 mm above the top of the conduit shall be fine, readily compactible soil or granular material selected from excavation or from a source of the Contractor's choice, and shall not contain stones that would be retained on a 50 mm sieve, chunks of highly plastic clay, or other objectionable material. Granular backfill material shall have not less than 95 percent passing a 12.5 mm sieve and not less than 95 percent retained on a 4.75 mm sieve. Oversized material, if present, shall be removed at the source of the material, except as directed by the Engineer.

When the top of the conduit is flushed with or below the top of the trench, backfill material shall be placed at or near optimum moisture content and compacted in layers not exceeding 150 mm (compacted) on both sides to an elevation 300 mm above

the top of the conduit. Care shall be exercised to thoroughly compact the backfill under the haunches of the conduit. The backfill shall be brought up evenly on both sides of the conduit for the full required length. Except where negative projecting embankment-type installation is specified, the backfill material shall be placed and compacted for the full depth of the trench.

When the top of the conduit is above the top of the trench, backfill shall be placed at or near optimum moisture content and compacted in layers not exceeding 300 mm (compacted) and shall be brought up evenly on both sides of the conduit for its full length to an elevation 300 mm above the top of the conduit. The width of the backfill on each side of the conduit for the portion above the top of the trench shall be equal to twice the diameter of the conduit or 3.5 m, whichever is less. The backfill material used in the trench section and the portion above the top of the trench for a distance on each side of the conduit equal to the horizontal inside diameter and to 300 mm above the top of the conduit shall conform to the requirements for backfill materials in this Subsection. The remainder of the backfill shall consist of materials from excavation and borrow that is suitable for embankment construction.

Compaction to the density specified in Item 104, Embankment, shall be achieved by use of mechanical tampers or by rolling.

All conduits after being bedded and backfill as specified in this Subsection shall be protected by one metre cover of fill before heavy equipment is permitted to cross during construction of the roadway.

### **500.3.7 Imperfect Trench**

Under this method, for rigid conduit, the embankment shall be completed as described in Subsection 500.3.6, Backfilling, to a height above the conduit equal to the vertical outside diameter of the conduit plus 300 mm. A trench equal in width to the outside horizontal diameter of the conduit and to the length shown on the plans or as directed by the Engineer shall then be excavated to within 300 mm of the top of the conduit, trench walls being as nearly vertical as possible. The trench shall be loosely filled with highly compressible soil. Construction of embankment above shall then proceed in a normal manner.

### **500.4 Method of Measurement**

Conduit of the different types and sizes, both new and relaid, will be measured by the linear metre in place. Conduit with sloped or skewed ends will be measured along the invert.

Each section will be measured by the number of units installed.

Branch connection and elbows will be included in the length measurement for conduit, or they may be measured by the number of units installed.

Class B bedding material placed and approved shall be measured by the cubic metre in place.

When the Bid Schedule contains an estimated quantity for "Furnishing and Placing Backfill Material, Pipe Culvert", the quantity to be paid for will be the number of

cubic metre complete in place and accepted, measured in final position between limits as follows:

Measurement shall include backfill material in the trench up to the top of the original ground line but will not include any material placed outside of vertical planes 450 mm up outside of and parallel to the inside wall of pipe at its widest horizontal dimension.

When the original ground line is less than 300 mm above the top of the pipe, the measurement will also include the placing of all backfill materials, above the original ground line adjacent to the pipe for a height of 300 mm above the top of pipe and for a distance on each side of the pipe not greater than the widest horizontal dimension of the pipe.

The measurement shall include the placing of backfill material in all trenches of the imperfect trench method. Materials re-excavated for imperfect trench construction will be measured for payment under Item 103, Structure Excavation.

### 500.5 Basis of Payment

The accepted quantities of conduit, determined as provided in Section 500.4, Method of Measurement, shall be paid for at the contract unit price per linear meter for the conduit of the types and sizes specified complete in place. End sections and, when so specified, branch connections and elbows, shall be paid for at the contract unit price per piece for the kind and size specified complete in place.

Excavation for culverts and storm drains, including excavation below flow line grade and for imperfect trench, shall be measured and paid for as provided in Item 103, Structure Excavation.

Concrete for Class A bedding will be paid for under Item 405, Structural Concrete.

When the Bid Schedule does not contain as estimated quantity for “Furnishing and Placing Backfill Material, Pipe Culvert” payment for placing backfill material around pipe culverts will be considered as included in the payment for excavation of the backfill material.

Payment will be made under:

| Pay Item Number | Description                      | Unit of Measurement |
|-----------------|----------------------------------|---------------------|
| 500 (1)         | Pipe Culverts, 900 mm Ø, Class A | Linear Meter        |

## ITEM 603 - GUARDRAIL

### 603.1 Description

This item shall consist of furnishing and constructing posts and guardrails of the types called for in the contract and in accordance with this Specification, at the



### **603.3 Construction Requirements**

#### **603.3.1 Posts**

Posts shall be set vertically in the position shown on the Plans and, where embedded in a concrete foundation block, shall remain undisturbed for a minimum of 48 hours. 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.

#### **603.3.2 Rail Elements**

Rail elements shall be erected in a manner resulting in a smooth continuous installation. All bolts, except adjustment bolts, shall be drawn tight. Bolts shall be of sufficient length to extend beyond the nuts at least 5 mm but not more than 10 mm.

Where painting of railing components is specified, any damage to the shop coat of paint shall be corrected by an application of an approved rust-inhibitive primer prior to further painting. Any surface inaccessible to painting after erection shall be given the specified number of coats of paint uniformly applied by thorough brushing using an approved pressure spray.

Galvanized surfaces which have been abraded so that the base material is exposed, threaded portions of all fittings and fasteners and cut ends of bolts shall be protected in a manner as may be specified or directed.

The surfaces and sawed edges of untreated or salt-treated guardrail shall be painted with three coats of white paint to within 200 mm of the ground line. The first 200 mm of posts above the ground shall be painted with two coats of black paint. Painting shall be done only when the timber is dry and clean. Each coat of paint shall be thoroughly dry before the next coat is applied. Paint shall be applied in heavy coats, completely covering every part of the surface and shall be worked well into the joints and open spaces. It shall be thoroughly and evenly spread that no excess paint collects at any point.

Guardrail and posts, after erection has been completed, shall be stained with two applications of approved creosote stain, covering the rails and the exposed portions of the posts. The wood shall be dry before being stained. The first coat shall be thoroughly dry before the second is applied. Stain shall not be applied in damp weather.

For beam type guardrails, metal works not galvanized shall be given one shop coat of red lead, zinc chromate paint or an approved fast-drying rust-inhibitive primer and two field coats of white or aluminum paint. Untreated wood posts shall be given three coats of paints of the color indicated on the Plans, or as specified. Painting shall conform to the requirements of Item 411, Paint.

#### **603.4 Method of Measurement**

Guardrail shall be measured by linear meter from center to center of end posts, except where end connections are made on masonry or steel structures, in which case measurement will be to the face of such structures.

End anchorages and terminal sections will be measured as units of each kind shown in Bid Schedule. If no pay item for anchorages or terminal sections appear in the Bid Schedule, measurement therefore shall be included in the linear meter measurement for completed guardrail.

**603.5 Basis of Payment**

The accepted quantities of guardrail, determined in Section 603.4, Method of Measurement, shall be paid for at the contract unit price per linear meter for the type specified, complete in place, 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 Item. When so specified, end anchorages and terminal sections will be paid for at the contract unit price for each of the kind specified and completed in place.

Payment will be made under:

| Pay Item Number | Description                                 | Unit of Measurement |
|-----------------|---------------------------------------------|---------------------|
| 603 (3a)        | Metal Guardrail (Metal Beam) Including Post | Linear Meter        |
| 603 (3b)        | Metal Guardrail End Piece                   | Each                |

**ITEM 605 - ROAD SIGN**

**605.1 Description**

This Item shall consist of furnishing and installing road signs in accordance with this Specification and to the details shown on the Plans, or as required by the Engineer.

The road signs shall comply in all respects with the “Philippine International Road Signs Manual” published by the Department of Public Works and Highways, Manila. The categories of road signs are designated in the Manual, namely, danger warning signs, regulatory signs and informative signs, or guide signs. These are referred to in the Contract as warning signs and informatory signs, respectively.

Road signs shall be classified as standard or non-standard. Standard signs consist of all warning signs, regulatory signs and informatory signs with the exception of direction signs, place identification signs and the line. Non-standard signs consist of all informatory signs which are not classified as standard signs.

The size of warning and regulatory signs is the length of the side of triangular signs (measured from the points of intersection of the extension of the edges), the horizontal width of octagonal signs and the diameter of circular signs.

## 605.2 Material Requirements

### 605.2.1 Sign Panels

Sign panels for warning, regulatory, and informatory signs shall be manufactured from aluminum sheeting at least 3 mm thick.

### 605.2.2 Reflective Sheeting

The reflective sheeting used on the road signs shall consist of spherical lens elements embedded within a transparent plastic having a smooth, flat surface with a protected precoat adhesive which shall be pressure sensitive for manual application, or tack free heat activated for mechanical vacuum-heat application.

The minimum reflective brightness values of the reflective sheeting as compared to a magnesium oxide (MgO) shall be as given in Table 605.1. The brightness of the reflective sheeting totally wet by rain, shall be not less than 90% of the given values.

Table 605.1 – Reflective Brightness of Traffic Signs Surfaces

| Color  | Angle of Incidence | Angle of Divergence | Minimum Reflective Brightness Value Compared with MgO |
|--------|--------------------|---------------------|-------------------------------------------------------|
| Red    | -4 <sup>0</sup>    | 0.5 <sup>0</sup>    | 15                                                    |
|        | 20 <sup>0</sup>    | 0.5 <sup>0</sup>    | 10                                                    |
|        | 50 <sup>0</sup>    | 0.5 <sup>0</sup>    | 3                                                     |
| White  | -4 <sup>0</sup>    | 0.5 <sup>0</sup>    | 75                                                    |
|        | 20 <sup>0</sup>    | 0.5 <sup>0</sup>    | 70                                                    |
|        | 50 <sup>0</sup>    | 0.5 <sup>0</sup>    | 70                                                    |
| Yellow | -4 <sup>0</sup>    | 0.5 <sup>0</sup>    | 35                                                    |
|        | 20 <sup>0</sup>    | 0.5 <sup>0</sup>    | 35                                                    |
|        | 50 <sup>0</sup>    | 0.5 <sup>0</sup>    | 10                                                    |
| Blue   | -4 <sup>0</sup>    | 0.5 <sup>0</sup>    | 6                                                     |
|        | 20 <sup>0</sup>    | 0.5 <sup>0</sup>    | 4.5                                                   |
|        | 50 <sup>0</sup>    | 0.5 <sup>0</sup>    | 0.5                                                   |

The reflective sheeting shall be sufficiently flexible to permit application and adhesion to a moderately embossed surface. It shall show no damage when bent 90<sup>0</sup> over a 50 mm diameter mandrel.

The sheeting shall be solvent-resistant so as to be capable of withstanding cleaning with petrol, diesel fuel, mineral spirits, turpentine methanol.

The sheeting shall show no cracking or reduction in reflectivity after being subjected to the dropping of a 25 mm diameter steel ball from a height of 2 m into its surface.

The adhesive shall permit the reflective sheeting to adhere accurately 48 hours after application of temperatures of up to 90<sup>0</sup>.

The reflective material shall be weather-resistant and, following cleaning in accordance with manufacturer's recommendations, shall show no discoloration, cracking, blistering, peeling or any dimensional change.

Samples of reflective sheeting shall be submitted to the Engineer for approval.

### **605.2.3 Posts and Frames**

Wide flange posts and frames shall be fabricated from structural steel conforming to ASTM A 283 Grade D. In lieu of wide flange steel posts, the Contractor may use tubular steel posts conforming to ASTM A 501. All posts shall be thoroughly cleaned, free from grease, scale and rust and shall be given one coat of rust-inhibiting priming paint and two coats of gray paint in accordance with Item 411, Paint.

### **605.2.4 Nuts and Bolts**

Nuts, bolts, washers and other metal parts shall be hot-dip galvanized after fabrication in accordance with the requirements of AASHTO M 111.

### **605.2.5 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.

## **605.3 Construction Requirements**

### **605.3.1 Excavation and Backfilling**

Holes shall be excavated to the required depth to the bottom of the concrete foundation as shown on the Plans.

Backfilling shall be carried out by using suitable material approved by the Engineer and shall be compacted in layers not exceeding 150 mm in depth. Surplus excavated material shall be disposed of by the Contractor as directed by the Engineer.

### **605.3.2 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.

### **605.3.3 Sign Panel Installation**

Sign panels shall be installed in accordance with the details shown on the Plans. Any chipping or bending of the sign panels shall be considered as sufficient cause to require replacement of the panels at the Contractor's expense.

The exposed portion of the fastening hardware on the face of the signs shall be painted with enamels matching the background color.

All newly erected traffic road signs shall be covered until ordered removed by the Engineer.



## 605.4 Method of Measurement

The quantities of standard reflective warning and regulatory road signs shall be the number of such signs of the size specified, including the necessary posts and supports erected and accepted.

The quantities for standard reflective informatory signs and non-standard reflective informatory signs shall be the number of such, including the necessary posts and supports, erected and accepted.

## 605.5 Basis of Payment

The quantities measured as determined in Section 605.4, 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 road signs, 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 |
|--------------|-----------------------------|---------------------|
| 605 (1)      | Warning Signs (Triangular)  | Each                |
| 605 (2)      | Regulatory Signs (Circular) | Each                |

## SPL 2 - PROJECT BILLBOARD

The Contractor shall ensure that the project site is identified with information billboard which shall be erected at the beginning and ending of the proposed subproject.

The layout of the billboard is cited in Annex 14 of the PRDP Operations Manual. It shall accord to the specifications pursuant to the Commission on Audit (COA) Circular No. 2013-004 issued on January 30, 2013.

### ANNEX 14 PROJECT BILLBOARD

| Name of Agency<br>Business Address                                                                                                            |              | PLGU<br>LOGO                |                          |              |                       |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|--------------------------|--------------|-----------------------|---------|
| Project: _____                                                                                                                                |              | Cost: _____                 |                          |              |                       |         |
| Location: _____                                                                                                                               |              | Fund Source/s: LP, GOP, LGU |                          |              |                       |         |
| Implementing Agency/ies: _____                                                                                                                |              |                             |                          |              |                       |         |
| Development Partner/s: _____                                                                                                                  |              |                             |                          |              |                       |         |
| Contractor/Supplier: _____                                                                                                                    |              |                             |                          |              |                       |         |
| Brief Description of Project: _____                                                                                                           |              |                             |                          |              |                       |         |
| Project Details:                                                                                                                              |              |                             |                          |              |                       |         |
| Duration                                                                                                                                      | Project Date |                             | Project Status           |              |                       | Remarks |
|                                                                                                                                               | Started      | Target Date of Completion   | Percentage of Completion | As of (Date) | Cost Incurred to Date |         |
|                                                                                                                                               |              |                             |                          |              |                       |         |
|                                                                                                                                               |              |                             |                          |              |                       |         |
|                                                                                                                                               |              |                             |                          |              |                       |         |
| For particulars or complaints about this project, please contact the Regional Office or Cluster which has audit jurisdiction on this project. |              |                             |                          |              |                       |         |
| COA Regional Office No./Cluster: _____                                                                                                        |              |                             |                          |              |                       |         |
| Address: _____                                                                                                                                |              |                             |                          |              |                       |         |
| Contact No.: _____ or Text COA Citizen's Desk at 0915-5391957                                                                                 |              |                             |                          |              |                       |         |
| World Bank Anti-Corruption Hotline: 105-11-1-800-831-0463                                                                                     |              |                             |                          |              |                       |         |

The billboard's specifications shall conform to the following requirements:

- a. Tarpaulin, white, 8ft x 8ft;
- b. Resolution: 70 dpi;
- c. Font: Helvitica;
- d. Font Size: Main Information – 3”;
- e. Sub-information – 1”;
- f. Font Color: Black;
- g. Suitable Frame: Rigid wood or steel frame with post; and,
- h. Posting: Outside display at the project location after award has been made.

### Measurement

The supply and erection of Project Billboard shall be in accordance with provisions of this specification and shall be measured for payment.

### Basis of Payment

Payment shall be in accordance with all the cost associated with the compliance of this specification and shall be included in the Contractor's bid price. No additional or separate payment will be made in this regard as well as for the maintenance of the billboard.

| Pay Item Number | Description       | Unit of Measurement |
|-----------------|-------------------|---------------------|
| SPL 2           | Project Billboard | Each                |

### HANDTOOLS

Brand new hand tools will be turned-over by the Contractor during completion of the project for the Operation and Maintenance of Esperanza – Poblacion Sto. Tomas FMR. This hand tools will be considered as indirect cost and not as pay item.

1. **Shovel (4 units)** - Heavy duty, lightweight, one-piece shovel scoop ideal for material handling and industrial applications.  
 Key Specifications/Special Features:
  - Steel blade and heat treatment
  - D-shaped PP handle
  - Total size: 41-3/4 inches
  - Cubic feet: 1.78 feet
  - Length: 38 inches
  
2. **Wheel Barrow (2 units)** -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
3. **Brush Cutter (2 units)** – 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
4. **Rakes (4 units)** - Steel lawn rake with Steel Handle and PVC Grip
- Key Specifications/Special Features:
- Steel blade
  - Heat treatment
  - Aluminum handle with PVC grip
  - Total size: 69-1/2 inches
5. **Jungle Bolo (6 units)** – 18” Steel Blade
- Key Specifications/Special Features:
- Steel Blade and Heat Treatment
  - 18” Length Steel Blade
  - Wooden Handle

## ***Section VII. Drawings***

|                  |                                             |
|------------------|---------------------------------------------|
| Sheet No. 1      | Philippine Map and Provincial Map           |
| Sheet No. 2      | Location and Vicinity Map                   |
| Sheet No. 3      | Quarry Map                                  |
| Sheet No. 4      | General Notes                               |
| Sheet No. 5      | General Plan                                |
| Sheet No. 6      | Typical Roadway Section                     |
| Sheet No. 7-25   | Plan and Profile                            |
| Sheet No. 26-79  | Cross Section                               |
| Sheet No. 80     | Warning Signs and Regulatory Signs          |
| Sheet No. 81     | Road Sign Schedule                          |
| Sheet No. 82     | Standard Metal Beam Guardrail and Schedules |
| Sheet No. 83     | Typical Two-Way Pavement Detail             |
| Sheet No. 84     | Typical Headwall Type 1 Details             |
| Sheet No. 85     | Drainage Cross Sections                     |
| Sheet No. 86-87  | Drainage Cross Section                      |
| Sheet No. 88     | Drainage Schedule                           |
| Sheet No. 89-90  | PERT CPM                                    |
| Sheet No. 91-93  | BAR Chart/S-Curve                           |
| Sheet No. 94-102 | Equipment and Manpower Schedule             |

## ***Section VIII. Bill of Quantities***

**Rehabilitation of Esperanza – Pob. Sto. Tomas FMR**  
Subproject No. PRDP-IB-R011-DDN-03-000-00-2015 – R1

| <b>Item No.</b>        | <b>Scope of Work</b>                        | <b>Unit</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Price</b> |
|------------------------|---------------------------------------------|-------------|-----------------|-------------------|--------------------|
| 102 (2)                | Surplus Common Excavation                   | Cu. m       | 661.20          |                   |                    |
| 103 (1)                | Structure Excavation                        | Cu. m       | 35.10           |                   |                    |
| 103 (3)                | Foundation Fill                             | Cu. m       | 167.48          |                   |                    |
| 103 (6)                | Pipe Culvert and Drain Excavation           | Cu. m.      | 422.82          |                   |                    |
| 104 (1)                | Embankment                                  | Cu. m       | 7,893.20        |                   |                    |
| 105 (1)                | Sub-Grade Preparation (Common Material)     | Sq. m       | 118,750.11      |                   |                    |
| 200                    | Aggregate Subbase Course                    | Cu. m       | 32,087.79       |                   |                    |
| 311 (1)                | PCC Pavement( Plain)                        | Sq. m       | 63,164.95       |                   |                    |
| 404                    | Reinforcing Steel                           | Kgs.        | 10,389.60       |                   |                    |
| 405 (1)                | Structural Concrete, Class A                | Cu. m       | 173.84          |                   |                    |
| 500 (1)                | Pipe Culverts, 900mm Ø                      | Ln. m       | 390.00          |                   |                    |
| 603 (3a)               | Metal Guardrail (Metal Beam) including post | Ln. m       | 57.12           |                   |                    |
| 603 (3b)               | Metal Guardrail End Piece                   | Pcs.        | 8.00            |                   |                    |
| 605 (1)                | Warning Signs (Triangular)                  | Pcs.        | 38.00           |                   |                    |
| 605 (2)                | Regulatory Signs (Circular)                 | Pcs.        | 12.00           |                   |                    |
| SPL I                  | Mobilization and Demobilization             | l.s.        | 1.00            |                   |                    |
| SPL II                 | Project Billboard                           | each        | 2.00            |                   |                    |
| <b>TOTAL BID PRICE</b> |                                             |             |                 |                   |                    |

Amount in Words:

\_\_\_\_\_

\_\_\_\_\_.

## ***Section IX. Bidding Forms***

### **TABLE OF CONTENTS**

|                                                    |     |
|----------------------------------------------------|-----|
| Bid Form .....                                     | 151 |
| Form of Bid Security (Bank Guarantee).....         | 153 |
| Bid Securing Declaration.....                      | 155 |
| Letter of Acceptance.....                          | 157 |
| Form of Contract Agreement.....                    | 158 |
| Form of Performance Security (Bank Guarantee)..... | 160 |
| Bank Guarantee for Advance Payment.....            | 162 |

## Bid Form

---

Date: \_\_\_\_\_

IFB<sup>1</sup> No: \_\_\_\_\_

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 in item (d) 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;

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (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
- (i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



**(With Bank's Letter Head)**

**Form of Bid Security (Bank Guarantee)**

---

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto *[insert name of PROCURING ENTITY]* (hereinafter called the "Entity") in the sum of *[insert amount]*<sup>2</sup> for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder:
  - (a) withdraws his Bid during the period of bid validity specified in the Form of Bid; or
  - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

---

<sup>2</sup> *The Bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.*

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Republic of the Philippines )  
City of \_\_\_\_\_) s.s.  
X-----X

## **Bid Securing Declaration**

**Invitation to Bid/Request for Expression of Interest No. 1:** *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We <sup>2</sup>, 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<sup>3</sup>, if I/we have committed any of the following actions:
  - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
  - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
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 and Responsive Bid/Highest Rated and Responsive Bid <sup>4</sup>, and I/we have furnished the performance security and signed the Contract.

<sup>1</sup> Select one and delete the other.

<sup>2</sup> Select one and delete the other. Adopt same instruction for similar terms throughout the document.

<sup>3</sup> Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

<sup>4</sup> Select one and delete the other.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, 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. \_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**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 20\_\_\_\_.

## Letter of Acceptance

---

*[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>3</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>3</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 part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Apply for Eligibility and 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Credit line issued by a licensed bank, if any;
  - (l) Notice of Award of Contract and the Bidder's conforme thereto;
  - (m) Other contract documents that may be required by existing laws and/or the Entity such as EMP, ECC/CNC.
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]*

**(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>4</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>4</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 Completion.

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>5</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>6</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.

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.

---

<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.*

<sup>6</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.*

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

