forfeit the performance security, which may ultimately lead to the termination of the contract.

11.2 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 the 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 be imposed, which may be decreased to 5 percent (5%) by the Procuring Entity based on justifiable causes.

11.3 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 bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; 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.

11.4 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.

12) Performance Security

12.1 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 winning Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 30 in relation to **BDS** Clause 30.2 and 30.3.

12.2 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.

12.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance. In case the performance security issued is valid for a specific period shorter than the term of the contract, including the defects liability period, the same shall be renewed or extended as often as necessary and immediately submitted to the Procuring Entity. In case of approved contract time extensions, the Contractor shall cause the extension of the validity of the performance security to cover the said extensions.

12.4 The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance; Provided, That the Procuring Entity has no claims filed against the performance security.

12.5 The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 30 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of change orders, extra work orders and supplemental agreements, as the case may be.

12.6 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.

12.7 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 No. 3688[1] 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.

13) Detailed Engineering and Site Investigation Reports

13.1 The Contractor, in preparing the Bid, shall rely on all Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

13.2 Detailed engineering shall proceed only on the basis of the feasibility or preliminary engineering study made which establishes the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws. The findings contained in the feasibility study, if undertaken for the project, shall be examined. If, in the course of this exercise, it is found that amendments would be desirable in the design standards of principal features, as proposed, specific recommendations for such changes shall be supported by detailed justifications, including their effects on the cost, and the economic justifications, if necessary.

13.3 A schedule of detailed engineering activities shall include the following:

a) Survey;

b) Site Investigation;

c) Soils and Foundation Investigation;

d) Construction Materials Investigation;

e) Preparation of Design Plans;

[1] Also known as "An Act for the Protection of Persons Furnishing Material and Labor for the Construction Of Public Works".

f) Preparation of Technical Specifications;

g) Preparation of Quantity and Cost Estimates;

h) Preparation of Scope of Work;

i) Preparation of Proposed Construction Schedule (and estimated Cash Flow for projects with Schedule over six (6) months;

j) Preparation of Site or Right-of-Way Plans including Schedule of Acquisition;

k) Preparation of Utility Relocation Plan;

l) Preparation and Submission of Design Report;

m) Environmental Impact Statement for critical project, as defined by the Department of Environment and Natural Resources;

n) Preparation of minimum requirements for a Construction Safety and Health Program for the project being considered;

o) Value Engineering Studies; and

p) Preparation of report on asset climate hazards, risk assessment, disaster response strategies, and readiness planning.

13.4 Work under detailed architectural and engineering design shall include, among others, the items stated in Section 8.3 of the IRR.

14) Licenses and Permits

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

15) Contractor's Risk and Warranty Security

15.1 From the time project construction commenced up to final acceptance, the Contractor shall assume full responsibility for any damage or destruction of the works, except those occasioned by force majeure; and the safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by its construction work.

15.2 The defects liability period for infrastructure projects shall be one (1) year from project completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at its own expense, of any damage to the Works on account of the use of materials of inferior quality, defects in the construction, or due to any violation of the terms of the contract, within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

15.3 The defects liability period shall be covered by the performance security of the Contractor required in Section 68 of the IRR, which shall guarantee that the Contractor performs its responsibilities stated in **GCC** Clause 15.1 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 properties to attachment or garnishment proceedings, and may impose the appropriate penalty under Sections 99, 100, and 101 of the IRR. All payables of the GoP in its favor shall be offset to recover the costs.

15.4 The following persons shall be held responsible for "Structural Defects," i.e., major faults or flaws or 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 or 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 or 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 or Project Manager or Construction Managers and Supervisors – The project owner's representative, project manager, construction manager, and supervisor shall be held liable in cases where the Structural Defects or Failures are due to 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 or 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; and

e) Users - In cases where Structural Defects or Failures are due to abuse or misuse by the End-User or Implementing Unit 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.

15.5 The warranty against Structural Defects or Failures, except those occasioned by 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. On the other hand, such warranty shall likewise be applied against non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks,

leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability.

15.6 To guarantee that the Contractor shall perform its responsibilities, it shall be required to post a warranty security, which shall be stated in Philippine Peso, in the form chosen by the Procuring Entity in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by bank; Provided, however, that the letter of credit shall be confirmed or authenticated by a local bank, if issued by a foreign bank. For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five Percent (5%)
(b) Bank guarantee confirmed by bank. For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	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%)

15.7 The warranty security shall be stated in Philippine Peso and shall remain effective within one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period. This one (1) year period shall cover both structural and non-structural defects or failures; Provided, That in cases of structural defects or failures, warranties beyond the one (1) year period shall be subject to applicable laws, rules, and regulations such as the New Civil Code of the Philippines.

15.8 In case of structural/non-structural defects or failure occurring during the applicable warranty period provided in **GCC** Clause 15.5, 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 imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

16) Procuring Entity's Risk

16.1 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 or contracted by it, 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.

17) Insurance

17.1 The Contractor shall, under its name and at its own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

a) Contractor's All Risk Insurance, with an exception for Simple Infrastructure Projects, as applicable;

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.

17.2 The Contractor shall provide evidence to the Procuring Entity 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.

17.3 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 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.

17.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance required to be obtained 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.

17.5 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 9 until the Contractor complies with this Clause.

17.6 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;

iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies has been 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.

18) Liquidated Damages

18.1 When the Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Works for every day of delay.

18.2 In computing liquidated damages, the Procuring Entity shall determine the usability of the project. A project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the End-User or Implementing Unit and approved by the HoPE.

18.3 To be entitled to liquidated damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due the Contractor under the contract, collected from the retention money or other securities posted by the Contractor, or a combination thereof, whichever is convenient to the Procuring Entity.

18.4 In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

18.5 If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment schedule.

19) Settlement of Disputes

19.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

19.2 In case of failure to settle the dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

19.3 If the dispute remains unresolved after exhausting the remedies provided above, it may be submitted to other forms of ADR, such as mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof, in accordance with RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". However, disputes that are within the competence or jurisdiction of the Construction Industry Arbitration Commission shall be referred to the same for resolution.

20) 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.

21) Termination for Breach of Contract

21.1 The Procuring Entity shall terminate the contract for breach thereof when any of the following conditions are present:

a) 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 No. 1870, s. 1983;

b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work;

c) The Contractor abandons the contract works, plainly demonstrates an intention not to continue the performance of the Contractor's obligations under the contract, refuses or fails to comply with the Procuring Entity's instructions, or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

d) When the Contractor, without reasonable excuse, fails to comply with the Notice of Rejection given by the Project Engineer that, after examination therein, the Infrastructure Project is found to be defective or otherwise not in accordance with the Contract, or a Project Engineer's instruction to conduct remedial work, within 30 days after receiving the said notice;

e) The Contractor 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 work plan and equipment deployment schedule as required for the project;

f) The Contractor does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;

g) The Contractor neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable;

h) The Contractor subcontracts any part of the contract works without approval by the Procuring Entity; or

i) The Contractor becomes bankrupt or insolvent; goes into liquidation, administration, reorganization, winding-up, or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager, or trustee; enters into a composition or arrangement with the Contractor's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable laws.

21.2 All materials on the Site, Plant, Works, including Equipment paid under this Contract, including those identified by the Procuring Entity in the **SCC** pursuant to GCC Clause 9.1, shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's breach.

22) Termination Due to Force Majeure

22.1 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 could not have been foreseen, or 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.

22.2 If this Contract is discontinued by an outbreak of war or by any other similar event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving the 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 by the Procuring Entity.

22.3 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.

22.4 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, in relation to GCC Clause 9.1 and 21.2, adjusted by the following:

(a) any sum to which the Contractor is entitled under **GCC** Clause 30; and

(b) any sum to which the Procuring Entity is entitled.

22.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

23) Termination by Contractor

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;

b) Substantial failure of the Procuring Entity to perform its obligations under the contract, and such failure constitutes a material breach of the Procuring Entity's obligations under the contract;

c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Infrastructure Project; or

d) 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.

24) Termination for Convenience

The Procuring Entity, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or

b) The HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

25) Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor, including any joint venture partner therein, has engaged, before or

during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. These unlawful acts include, but are not limited to, the following:

a) Corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1, unless otherwise specified in the **SCC**;

b) Drawing up or using forged documents;

c) Using adulterated materials, means, or methods, or engaging in production contrary to rules of science or trade; or

d) Any other act analogous to the foregoing.

26) Termination for Other Causes

26.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or if the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

26.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

26.3 Other 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;

b) The Procuring Entity instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;

c) A payment certified by the Procuring Entity is not paid to the Contractor within eighty-four (84) days from the date of the Procuring Entity's certificate;

d) The Procuring Entity 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;

e) The Contractor does not maintain a Security, which is required; and

f) 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** 18.

26.4 The Funding Source or the Procuring Entity, as appropriate, will seek the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under

applicable against individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

26.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 26.3, the Procuring Entity shall decide whether the breach is fundamental or not.

26.6 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.

27) Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for the termination of this Contract:

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached;

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the Contractor conveying the termination of the contract. The notice shall state:

(i) that the Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds 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) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Contractor's verified position paper, 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) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Contractor of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist him in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE

g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35.3 of the IRR.

h) **Notice by Contractor** - The Contractor must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

27.2 Notwithstanding Section 99 of RA No. 12009 and 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, as stated in the **SCC.**

28) Approval of Drawings and Temporary Works by the Procuring Entity

28.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity before its use.

28.2 The Contractor shall be responsible for design of Temporary Works.

28.3 The Procuring Entity's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

28.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

29) Acceleration and Delays Ordered by the Procuring Entity

29.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity 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.

29.2 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.

30) Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clauses 22, 23 and 24 in relation to **GCC** Clause 20, 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.

31) Dayworks

31.1 Subject to **GCC** Clause 40 on Variation Order, and if applicable as indicated in the **SCC**, the Contractor shall determine the Dayworks rates to be included or indicated in the Bid. The Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity has given written instructions in advance for additional work to be paid for in that way.

31.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity within two (2) days of the work being done.

31.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms from both the Procuring Entity and Contractor.

32) Early Warning

32.1 The Contractor shall warn the Procuring Entity 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.

32.2 The Contractor shall cooperate with the Procuring Entity 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. Should such events or circumstances arise which increase the Contract price or delay the execution of Works, the provisions on variation order shall apply.

33) Program of Work

33.1 Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

33.2 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.

33.3 The Contractor shall submit to the Procuring Entity 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 may withhold the amount stated in the **SCC** from the next payment schedule and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

33.4 The Procuring Entity's approval of the Program of Work shall not alter the Contractor's obligations. A revised Program of Work produced by the Contactor

shall show the effect of any approved Variations, and shall include all Variations. The Contractor may revise the Program of Work, based on the Variation Order, and submit it to the Procuring Entity again.

33.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity 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.

34) Management Conferences

34.1 Either the Procuring Entity 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.

34.2 The Procuring Entity 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 the actions to be taken shall be decided by the Procuring Entity either at the Management Conference or after the Management Conference. The Procuring Entity shall communicate these responsibilities in writing to all who attended the Conference.

35) Bill of Quantities

35.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, commissioning of work, materials, and labor among others, to be done by the Contractor.

35.2 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.

35.3 If the final quantity of any work item completed differs from the quantity indicated in the Bill of Quantities, and the difference does not exceed twenty-five percent (25%) of the original quantity for that item, the Procuring Entity shall adjust the Contract accordingly.

This shall be allowed only if the total amount of all such changes does not go beyond ten percent (10%) of the total Contract price, subject to applicable laws, rules, and regulations.

35.4 If requested by the Procuring Entity, the Contractor shall provide the Procuring Entity with a detailed cost breakdown of any rate in the Bill of Quantities.

36) Instructions, Inspections and Audits

36.1 The Procuring Entity shall at all reasonable times during construction of the Works be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

36.2 If the Procuring Entity 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. In the

absence of any defect, the test shall be a compensation event with no adverse consequences to the contractor.

36.3 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.

37) Identifying Defects

The Procuring Entity 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 may instruct the Contractor to check noted defects and test any work that the Procuring Entity considers as substandard and/or defective.

38) Correction of Defects

38.1 The Procuring Entity 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.

38.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair.

38.3 The Contractor shall correct the defects which they notice themselves before the end of the Defects Liability Period.

38.4 The Procuring Entity shall certify that all defects have been duly corrected.

39) Uncorrected Defects

39.1 The Procuring Entity shall give the Contractor at least fourteen (14) days' notice of its 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.

39.2 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.

40) Variation Orders

40.1 Variation Orders may be issued by the Procuring Entity to cover any increase or 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 Government after award of the contract.

Provided, That in case of positive or additive Variation Order/s, the cumulative amount thereof shall not exceed ten percent (10%) of the original contract price; Provided, further, That the scope of works shall not be reduced as to

accommodate a positive Variation Order. In all cases, the addition of works under Variation Orders should be within the general scope of the project as bid and awarded.

40.2 Any cumulative positive Variation Order beyond ten percent (10%) of the original contract price shall be the subject of another procurement project to be bid out if the Works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE, upon the recommendation of the End-User or Implementing Unit, may authorize positive Variation Order/s resulting to a cumulative value of the positive Variation Orders beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity.

40.3 A Variation Order may either be in the form of a Change Order or Extra Work Order:

a) A Change Order may be issued by the HoPE or duly authorized representative to cover any increase or decrease in quantities of original work items in the contract.

b) An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which was 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.

40.4 For Variation Orders, the Contractor shall be paid for additional work items whose unit prices shall be derived based on the following:

a) For additional or extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items original contract shall be used.

b) For additional or extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices; Provided, The same is acceptable to both the Government and the Contractor; Provided further, That the direct unit costs of new components shall be based on the Contractor's estimate as validated by the Procuring Entity concerned via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the Contractor in its bid to determine the unit price of the new work item.

40.5 Under no circumstances shall a Contractor proceed to commence work under any Change Order or Extra Work Order unless it has been approved by the HoPE or its duly authorized representative. However, under any of the following conditions, the Procuring Entity's representative or Project Engineer may, subject to the availability of funds and within the limits of its delegated authority, allow the immediate start of work under any Change Order or Extra Work Order:

a) In the event of an emergency where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or

b) When time is of the essence;

Provided,however, That such approval is valid on work done up to the point where the cumulative increase in value of work on the project which has not yet been duly fully approved does not exceed five percent (5%) of the adjusted original contract price.

Provided, further, That immediately after the start of work, the corresponding Change Order or Extra Work Order shall be prepared and submitted for approval in accordance with the abovementioned rules. Payments for Works satisfactorily accomplished on any Change Order or Extra Work Order may be made only after approval of the same by the HoPE or its duly authorized representative.

Provided, finally, That for a Change Order or Extra Work Order involving a cumulative amount exceeding five percent (5%) of the original contract price, no work thereon may be commenced unless said Change Order or Extra Work Order has been approved by the HoPE or its duly authorized representative.

41) Contract Completion

Once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount, the Procuring Entity may constitute an inspectorate team to conduct 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 within the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages, if applicable.

42) Suspension of Work

42.1 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 event 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.

42.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects or 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 that make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police station which has responsibility over the affected area and confirmed by the Department of the Interior and Local Government (DILG) Regional Director.

d) There was a 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 by the Procuring Entity's authorized representative that the documents are complete, unless there are justifiable reasons for the delay in payment which shall be communicated in writing to the Contractor.

42.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed to the Contractor by adjusting the contract time accordingly.

43) Payment on Termination

43.1 If the Contract is terminated because of a breach of Contract by the Contractor, the Procuring Entity 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.

43.2 If the Contract is terminated for the Procuring Entity's convenience, or due to a breach of Contract by the Procuring Entity, the Procuring Entity 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.

43.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.

43.4 If the Contractor has terminated the Contract under **GCC** Clauses 23 to 24, the Procuring Entity shall promptly return the Performance Security to the Contractor.

44) Extension of Contract Time

44.1 Should the amount of additional work or other special circumstances warrant the entitlement of the Contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; Provided, That the Contractor has notified the Procuring Entity of its claim for extension of contract time prior to the expiration of the contract time, and within thirty (30) calendar days after the additional work has been commenced or the circumstances leading to such claim have arisen, as the case may be, in order to give the Procuring Entity the opportunity to investigate the claim. Failure to provide such notice shall constitute a waiver of such a claim by the Contractor. 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 to complete the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

44.2 No extension of contract time shall be granted to the Contractor due to ordinary unfavorable weather conditions and inexcusable negligence of the Contractor to provide the required equipment, supplies, or materials.

44.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT, CPM, Precedence Diagram Method or any other project management tool.

44.4 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.

44.5 Extension of contract time may be granted in the cases indicated in the **SCC.**

44.6 The written consent of the bank, or surety or insurance company, as the case may be, 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.

44.7 The Procuring Entity 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.

44.8 The Procuring Entity shall decide whether and by how much to extend the Intended Completion Date within twenty (20) days of the Contractor asking the Procuring Entity 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.

45) Price Escalation

In the event of an extraordinary increase in prices of specific components of the Infrastructure Project, price escalation may be considered, subject to prior approval of

the GPPB. If the cost of construction components increases by more than ten percent (10%) of the unit price of work items, as determined against the prevailing price indices of the PSA, a price escalation may be authorized at a no-loss, no-gain basis, using the appropriate formula prescribed by the GPPB. For the purpose of this Section, the PSA shall ensure that its price indices are region-specific and updated on a monthly basis

46) Completion

The Contractor shall request the Procuring Entity to issue a Certificate of Completion of the Works, and the Procuring Entity will do so upon determining that the work is completed.

47) Taking Over

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date of issuance of a Certificate of Completion; Provided, That it shall not release the Contractor of its responsibilities within the defects liability period.

48) Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

48.2 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 approval, the Procuring Entity shall withhold the amount stated in the **SCC** from payments due to the Contractor.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

GCC Clause	
1.1	The **Intended Completion Date** is based on the project duration of **240** calendar days. *NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.*
1.2	The **Procuring Entity** is: **PHILIPPINE PORTS AUTHORITY** PPA Corporate Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, Philippines 1018
1.3	The **Site** is located at **Port of Calapan, Oriental Mindoro** and is defined in drawings.
1.4	The **Start Date** is _____. *NOTE: The start date shall be the date of receipt of the Notice to Proceed.*
1.5	The **Works** consist of the following: **a. Removal and Demolition Works** **b. Earthworks** **c. Drainage System** **d. Portland Cement Concrete Pavement**
2.2	*Sectional Completion:* **None**
5.1	The **Philippine Ports Authority** shall give possession of all parts of the Site to the Contractor upon commencement of the project until the date of its termination and/or issuance of Certificate of Final Acceptance by the Philippine Ports Authority.

6.5	The Contractor shall employ the following **Key Personnel:**
	Please refer to BDS ITB clause no .12.1(h)(ii)
7.1	No further instructions.
8.1	Not applicable.
9.1	No further instructions.
9.4	The first progress payment may be paid by the Procuring Entity to the Contractor; Provided, that at least *20%* of the Works has been accomplished as certified by the Procuring Entity.
12.7	No further instructions.
13.1	Site Investigation Report: **None**
15.3	No further instructions.
15.5	*In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:* Fifteen (15) years.
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: **None**
20	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
25(a)	No further instructions.
27.2	a) Failure of the Contractor, due solely to its 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 its fault or negligence as reflected in the 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 fifteen (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.]
31.1	No dayworks are applicable to the contract.
33.1	The Contractor shall submit the Program of Work to the Procuring Entity within ____ days of delivery of the Notice of Award.
33.3	The period between Program of Work updates is ____ days. The amount to be withheld for late submission of an updated Program of Work is _____.
36.3	The Funding Source is the ***PPA Corporate Fund***.
43.1	The percentage to apply to the value of the work not completed is ____.
44.5	Extension of Contract Time may be granted in the following cases: a) 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 b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, c) delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as 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.
48.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required is _____.
48.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.

SECTION VI

TECHNICAL SPECIFICATIONS

SECTION VI – SPECIFICATIONS

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ITEM 01 : REMOVAL AND DEMOLITION WORKS

DESCRIPTION

The work includes the furnishing of all labor, materials and equipment required to carry out the demolition and removal of old structures, port accessories and obstructions including demolition of miscellaneous, etc. as required for the execution of the Contract.

The Contractor shall submit the proposed methodology or procedure of demolition work with detailed drawings and calculations if necessary, to the Engineer for approval, before the execution of the Works.

The Contractor shall keep all pavements and landing areas to and from the site of the disposal area clean and free of mud, dirt and debris during and after the execution of disposal. Disposal of debris and materials shall be as directed by the Engineer.

GENERAL PROVISIONS

1. The Contractor shall be deemed to have satisfied himself of the site conditions, and to have included in his unit prices provision for all risks that may arise during or in connection with the work.

2. The demolition shall be carried out by approved methods and equipment such as concrete breakers, etc., however, no blasting shall be used unless approved in writing by the Engineer and after obtaining the written permission of the concerned authorities.

3. The Contractor shall provide suitable equipment, skilled labor and appropriate temporary works such as safety barricade to ensure safety in his demolition works as well as in the adjacent area.

4. Contractor shall demolish all the structural members above the level on which the subsequent and permanent works under this Contract will begin. To this end, the temporary construction works such as excavation shall be conducted by the Contractor.

5. Materials coming from the demolition works, except general earth, shall remain the property of the Procuring Entity, the designated part of which shall be stored by the Contractor at places specified by the Engineer/ Accepting authority. Receiving copy of Turn-Over Report shall be provided.

6. In case of demolition of wharf deck and platform, the contractor shall ensure that no debris will be remained/deposited at seabed.

INTERFERENCE WITH PORT OPERATIONS

During the execution of the work, the Contractor shall not interfere with the shipping, navigation and other traffic in the port.

The Contractor shall make arrangements with the operations people on the schedule of demolition and related works to keep port operation activities undisturbed at all times.

Prior to commencement of the demolition works, the Contractor shall inform/announce to port users the schedule of disconnection of utilities.

STORAGE AND DUMPING

Prior to the commencement of the demolition work, the Engineer shall submit to the Contractor a list in which all the materials to be salvaged and overhauled, as property of PPA, and the description of the location of their storage. Materials embedded in concrete units shall not be salvaged.

The Contractor shall separate materials to be salvaged from debris. Salvaged materials shall be loaded, transported and unloaded by the Contractor at the specified locations.

The Contractor may dump debris or extracted rocks on land areas but out of the site, which areas shall be procured and prepared at his own expense. In this case, safety measures shall be undertaken in the transporting, unloading, covering and others as requested by the Engineer.

The approximate distance of the disposal site from the project site is about five (5) kms., as designated by the PMO thru the implementing office.

EXECUTION

1. Prior to the commencement of demolition works, the alignments of the new construction works to existing structure shall be checked.

2. The width and alignment of portion of existing structure to be demolished shall be marked by paint.

3. With these lines as guides, concrete shall be broken and reinforcing bars cut, such that panels or portions of the structure can be lifted out for disposal elsewhere outside of the operational work area.

4. Rocks removed from existing slope protection shall be stored for re-use in new construction.

5. Demolish pavements, utilities, services, navigation aids and the likes as determined in the field for each project and as shown on the drawings or as directed by the Engineer.

6. Materials coming from the demolition works shall be properly disposed by the Contractor.

SAFETY

During the course of survey and clearing, any obstacles which are recognized and seemed to be explosive or hazardous to workers shall be removed from the site by the proper Authority.

At the end of each day's work, the Contractor shall keep the workplace in safe condition and clean so that no part is in danger of falling or creating hazard to personnel or equipment.

ITEM 02 : EARTHWORKS

SCOPE OF WORK

General Provisions

1. The area shall be excavated at the *required depth* as indicated on the Drawing/s.

2. The work includes furnishing of all labor, materials, plants and equipment required to complete/finish the excavation works.

Work Schedules

1. After examinations of all relevant data, coordination needs, work constrains, equipment to be used and other matters, a PERT/CPM diagram showing the detailed schedule/duration and sequences for the execution of excavation work shall be submitted to the Engineer for approval within 15 days before the proposed commencement of the Works.

2. Before the commencement of excavation works, the Contractor together with the Authority's Representatives shall conduct a survey which will form basis of actual quantity of excavated materials to be removed/excavated.

3. Prior to excavation works, the Contractor shall establish visible markers to clearly define the limits of the excavation.

EQUIPMENT/LAYOUT OF WORK

Plant

1. The Contractor shall keep on the job sufficient equipment/plant to meet the requirement of the project.

2. The equipment/plant shall be in satisfactorily operating conditions and capable of efficiently performing the excavation works with safety as set forth herein and shall be subject to inspection by the Engineer at all times.

Physical Data/Layout of Work

1. The Authority does not guarantee to keep the project excavation area free from obstructions.

2. The Contractor shall conduct the work in such manner not to disrupt the port operational activities at all times.

3. The Contractor shall layout his work from the government established ranges and gauges which shall be pointed out to him prior to commencement of the excavation work but shall be responsible for all measurements in connection therewith.

4. The Contractor shall furnish, at his own expense, survey equipment, range markers, poles, etc., and labor as may be required in laying out any part of the excavation work.

5. The Contractor shall be responsible for the installation, maintenance and preservation of all gauges, ranges, platforms, excavation limit markers. Upon completion of the work, the Contractor shall promptly remove all ranges, markers, and other marker placed by him that may be detrimental to port operation.

EXECUTION

EXCAVATION WORKS

Description

1. This item shall consist for the removal of existing fill in conformity with the dimensions shown in survey plan or as established by the Engineer.

2. The excavated suitable materials shall be used if proven to pass the requirements as backfilling materials.

3. The excavated good materials shall be stockpiled within the project site to be designated by the Engineer. The good materials shall be used for backfilling as directed by the Engineer.

Progress of Work

1. Upon mobilizing sufficient labors, materials, plants and equipment, the Contractor shall works at such hours as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved schedule (PERT/CPM). If the Contractor falls behind the approved excavation schedule, the Engineer may require the Contractor to increase the number of shifts and/or equipment without extra cost to the Authority.

2. Failure of the Contractor to comply with the requirements shall be reasonable grounds to assume that the Contractor is not performing the excavation work with such diligence as will insure completion within the specified time, in which case, the Engineer may be compelled to take steps to protect the interest of the PPA.

3. When the Contractor elects to work overtime and on Sundays and legal holidays, appropriate authority from those concern must be secured and notice of his intention to do so shall be submitted to the Engineer within the reasonable time in advance thereof.

4. The Contractor shall *submit daily excavation reports in duplicate* within two (2) days after the end of the day covered by the report duly signed by the Contractor or his duly authorized representative and the Engineer. The report shall be made in forms and to be provided by the Authority.

5. The Contractor shall take necessary measures to protect the life and health of his men in accordance with the existing laws and regulations of the Government. The Contractor shall provide safety devices to Engineer and personnel while on board the equipment/plant in performance of their official duties.

6. The Contractor shall put up and maintain such markers as will prevent any accident in consequence of his excavation work. No liability whatsoever attaches to the Authority, if as a result of the operations or installation, an accident happens in the project area. The Contractor shall hold the Authority free and harmless against any or all claims of persons involve in such accidents.

EXCAVATED MATERIALS

1. Stockpiling and usage of excavated materials from existing backfill shall be approved by the Engineer in coordination with the Agency.

Displace Materials

1. Should the Contractor, during the progress of the excavation works, lose, dump, throw overboard, sink, misplace any materials, plant, machinery or appliance which may be dangerous to or obstruct navigation and/or port operations activities, the Contractor shall immediately give notice with description and location of such obstruction to the Authority and when required, shall mark the obstruction until such time the same is removed.

2. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions shall be removed by the Authority and the cost of its removal shall be deducted from any money due or to become due to the Contractor or proceeded against his performance bond.

3. Any excavated materials that is deposited other than the designated area will not be paid and the Contractor shall be required to remove such misplaced materials and deposit it to where directed at his expense.

INSPECTION

1. No PPA Project Engineer or Authority's Representative is authorized to change any provisions of the excavation specifications without written authorization of the Authority.

2. Nor shall the presence or absence of a PPA project Engineer or Authority's Representative relieve the Contractor from any of his responsibility under the Contract.

PAY LIMITS

It is to be clearly understood that no payments will be made for excavation beyond the excavation limits. The Contractor shall bear all the cost of over excavation beyond the project depth and in addition, of any remedial measures ordered by the Authority or its representative to be taken in areas over excavation is not permitted.

ITEM 03 : AGGREGATE BASE COURSE

DESCRIPTION

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

MATERIAL REQUIREMENTS

Aggregate for base course 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 base.

In some areas where the conventional base course materials are scarce or non-available, the use of 40% weathered limestone blended with 60% crushed stones or gravel shall be allowed, provided that the blended materials meet the requirements of this Item.

The base course material shall conform to the following Grading Requirements

Grading Requirements

Sieve Designation		Mass Percent Passing	
Standard mm	Alternate US Standard	Grading A	Grading B
50	2"	100	
37.5	1 – 1/2"	-	100
25.0	1"	60 - 85	-
19.0	3/4"	-	60 - 85
12.5	1/2"	35 - 65	-
4.75	No. 4	20 - 50	30 - 55
0.425	No. 40	5 - 20	8 - 25
0.075	No. 200	0 - 12	2 - 14

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 25 and plasticity index not greater than 6 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 test determined by AASHTO T 96.

The material passing the 19 mm (3/4 inch) sieve shall have a soaked **CBR value** of not less than **80%** as determined by AASHTO T 193. The CBR value shall be obtained at the maximum dry density (MDD) as determined by AASHTO T 180, Method D.

If filler, in addition to that naturally present, is necessary for meeting the grading requirements or for satisfactory bonding, it shall be uniformly blended with the base course material on the road or in a pug mill unless otherwise specified or approved. Filler shall be taken from sources approved by the Engineer, shall be free from hard lumps and shall not contain more than 15 percent of material retained on the 4.75 mm (No. 4) sieve.

CONSTRUCTION REQUIREMENTS

PLACING

The aggregate base material shall be placed at a uniform mixture on a prepared sub-base/ 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.

SPREADING AND COMPACTING

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

Where the required thickness is 150mm or less, the material may be spread and compacted in one layer. Where the required thickness is more than 150 mm, the aggregate base 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 sub-base 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 smoothening, 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 base material shall be compacted thoroughly with approved tampers or compactors.
If the layer of base 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/ASTM D 1556.

TRIAL SECTION

Before base 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^2 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.

SURVEYS AND SETTING OUT WORKS

Before the commencement of the pavement works, the Contractor together with the Engineer shall conduct topographic survey which will form the basis of quantity measurement.

The Contractor shall set out the works and shall be solely responsible for the accuracy of such setting-out.

Prior to placement of any material, the Contractor shall establish visible construction markers to clearly define horizontal limits of the Work.

TOLERANCES
The aggregate base course shall be laid to the designed level and transverse slopes shown on the Plans. The allowable tolerances shall be in accordance with following:

Permitted variation from design THICKNESS OF LAYER	± 10 mm
Permitted variation from design LEVEL OF SURFACE	+ 5 mm -10 mm
Permitted SURFACE IRREGULARITY Measured by 3-m straight-edge	5 mm
Permitted variation from design CROSSFALL OR CAMBER	± 0.2%
Permitted variation from design LONGITUDINAL GRADE over 25 m in length	± 0.1%

METHOD OF MEASUREMENT

Aggregate Base Course will be measured by the cubic meter (m3). The quantity to be paid for shall be the design volume compacted in-place as shown on the Plans and accepted in the completed base course. No allowance shall 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 aggregate base course.

ITEM 04 : DRAINAGE WORKS

SCOPE OF WORK

The works shall consist of excavation, backfilling and construction of lateral drains, construction of manholes, reconnection to existing lateral and other related works in accordance with the dimensions, size, elevation and grade as shown on the drawing and shall conform with the Specification.

At least thirty (30) days before the start of any construction related to drainage works, the Contractor shall submit to the Engineer for his approval, shop drawings of the drainage work he intends to construct. The shop drawings shall include the materials and the general method of installation he intends to employ.

MATERIAL REQUIREMENTS

GRAVEL BEDDING

Gravel Bedding/gravel base shall be in accordance with the specifications of Crushed Course Aggregates in "Reinforced Concrete".

SAND BEDDING

Sand bedding shall be in accordance with Item "Reinforced Concrete (Fine Aggregates)".

CONCRETE

Mixing/Casting and steel reinforcements shall be in accordance with Item "Reinforced Concrete" while the dimensions shall be as shown on the Drawings.

CEMENT MORTAR

Cement mortar shall consist of one part Portland cement to two parts of fine aggregate with water added as necessary to obtain the required consistency.

STEEL GRATING

The fabrication of grating shall conform to requirements of Steel and Metal Works" and "Zinc Coatings on Iron and Steel"

All steel grades and dimensions shall conform with the approved plans.

EXECUTION

EARTHWORKS

All earthworks for concrete pipe culvert shall conform to the lines, grades and elevations shown on the drawings or as directed by the Engineer.

The lateral drain shall be excavated to the depth, grade and width established by the Engineer. The bedding surface shall provide a firm foundation of uniform density throughout the entire length. Soft, spongy, or otherwise unstable material encountered that will not provide a firm foundation for the concrete drainage shall be removed to the full width of the trenches and replaced by suitable material to a depth of not less than 30 cm. 100mm thick gravel bedding shall be used as foundation or otherwise as specified.

LATERAL DRAIN

Concrete cover and the steel gratings shall be set to the required elevations as shown on the drawings to fit the adjoining surfaces and shall be installed after the adjoining concrete is struck off and finished, and the fit on the frames shall be such that there is no rocking.

All completed structures shall be thoroughly cleaned of any accumulations of silts, debris or foreign matter of any kind, until finally accepted and put into service.

CATCH BASIN INLETS, MANHOLES AND OUTLETS

Lid frames shall be set to the required elevations as shown on the drawings to fit the adjoining surfaces. Lids shall be installed after the adjoining concrete is struck off and finished, and the fit on the frames shall be such that there is no rocking.

Where reconstruction of existing catch basin inlets, manholes, outlets, or similar structures are indicated, the work shall be in accordance to the details and elevations as shown on the drawings, including re-installation of existing metal frames, grates and lids, or replacing of concrete covers instead of grates that may have been lost or found lacking. All completed structures shall be thoroughly cleaned of any accumulations of silts, debris or foreign matter of any kind, until finally accepted and put into service.

FIELD DENSITY TEST

Field Density tests to determine the percent of compaction of the fill material shall be conducted until a field density of at least 95 percent of the maximum dry density in accordance with AASHTO T180, Method D has been achieved. In place density determination shall be made in accordance with AASHTO T191.

CLEARING AND DISPOSAL

Dumping or disposal of un-used excavated materials shall be coordinated to PMO. If the excavated materials are determined for disposal, the contractor will provide all necessary works and expenses for its completion in concurrence by the Engineer.

ITEM 05 : REINFORCED CONCRETE

SCOPE OF WORK

All works falling under this Section shall include reinforced concrete for all kinds and parts of any reinforced concrete structure.

GENERAL PROVISIONS

1. Full cooperation shall be given to the other trades to install embedded items. Suitable templates or instructions will be provided for setting, items shall have been inspected, and tests for concrete or other materials or for mechanical operations shall have been completed and approved.

2. The following publications of the issues listed below, but referred to thereafter by basic designation only, form as an integral part of this Specification to the extent indicated by the reference thereto:

   a. American Concrete Institute (ACI) Standards:

ACI 117	Standard Specifications for Tolerances for Concrete Construction and Materials
ACI 121R	Quality Management System for Concrete Construction
ACI 201.2R	Guide to Durable Concrete
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 214R	Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 301	Specifications for Structural Concrete
ACI 304.2R	Placing Concrete by Pumping Methods
ACI 304R	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305R	Hot Weather Concreting
ACI 306.1	Standard Specification for Cold Weather Concreting
ACI 308R	Guide to Curing Concrete
ACI 309R	Guide for Consolidation of Concrete
ACI 311.4R	Guide for Concrete Inspection
ACI 318M	Metric Building Code Requirements for Structural Concrete and Commentary

ACI 347 Guide to Formwork for Concrete

ACI SP-15 Field Reference Manual: Standard Specifications for Structural Concrete with Selected ACI and ASTM References

ACI SP-2 ACI Manual of Concrete Inspection

b. American Society for Testing and Materials (ASTM) Publications:

ASTM C 150 Standard Specification for Portland Cement

ASTM C 114 Standard Method for Chemical Analysis of Hydraulic Cement

ASTM C 185 Standard Method for Air Content of Hydraulic Cement

ASTM C 115 Standard Test Method for Fineness of Portland Cement by the Turbidimeter

ASTM C 204 Standard Test Method for Fineness of Hydraulic Cement by Air-Permeability Apparatus

ASTM C 151 Standard Test Method for Autoclave Expansion of Portland Cement

ASTM C 109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

ASTM C 266 Standard Test Method for Time of Setting of Hydraulic-Cement Paste Gilmore Needles

ASTM C 191 Standard Test Method of Time Setting of Hydraulic Cement by Vicat Needle

ASTM C 33 Standard Specification for Concrete Aggregates

ASTM C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM C 117 Standard Test Method for Materials Finer than 75 micron (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C 29 Standard Test Method for Bulk Density (Unit Weight") and Voids in Aggregate

ASTM C 128 Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregates

ASTM C 87 Standard Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar

ASTM C 88 Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C 142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C 97	Standard Test Method for Absorption and Bulk Specific Gravity of Dimension Stone
ASTM C 127	Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 535	Standard Test Method for Resistance to Degradation of Large-Size Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 131	Test Method for Resistance to Degradation of Small-size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 94	Standard Specification for Ready-Mixed Concrete
ASTM D 512	Chloride Ion in Water
ASTM D 516	Sulfate Ion in Water
ASTM A 615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A 370	Standard Test Methods and Definitions for Mechanical Testing of Steel Products
ASTM A 510	Standard Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel
ASTM A 6	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM C 31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C 39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 293	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C 78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C 42	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C 174 Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores

ASTM C 143 Standard Test Method for Slump of Hydraulic-Cement Concrete

ASTM C 494 Standard Specification for Chemical Admixtures for Concrete

ASTM C 1017 Standard Specification for Chemical Admixtures for use in Producing Flowing Concrete

ASTM C 171 Standard Specification for Sheet Materials for Curing Concrete

ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM 5329 Standard Test Methods for Sealants and Fillers, Hot Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

ASTM D 5167 Standard Practice for Melting of Hot Applied Joint and Crack Sealant and Filler for Evaluation

ASTM A 706 Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

ASTM A 966 Standard Test Method for Magnetic Particle Examination of Steel Forgings using Alternating Current

ASTM C 1064 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete

ASTM C 1077 Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation

ASTM C 1107 Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)

ASTM C 1116 Standard Specification for Fiber-Reinforced Concrete

ASTM C 1157 Standard Specification for Hydraulic Cement

ASTM C 138 Standard Test Method for Density ("Unit Weight"), Yield, and Air Content (Gravimetric) of Concrete

ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete

ASTM C 295 Petrographic Examination of Aggregates for Concrete

ASTM C 33 Standard Specification for Concrete Aggregates

ASTM C 42 Standard Test Method for Obtaining and Test Drilled cores and Sawed Beams of Concrete

ASTM C 469 Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression

ASTM C 595 Standard Specification for Blended Hydraulic Cements

ASTM C1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete

ASTM C 1751 Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.(Non-extruding and Resilient Bituminous Types).

ASTM D 1179 Fluoride Ion in Water

ASTM D 1190 Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type

ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM E 329 Standard Specification for Agencies Engaged in the Testing and/ or Inspection of Materials used in Construction

c. American Welding Society (AWS)

D 12 Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction.

d. Philippine National Standard (PNS)

PNS 49 Steel Bars for Concrete Reinforcement

e. DPWH Standard Specifications

e. All other standards hereinafter indicated.

f. The edition or the revised version of such codes and standards current at the date twenty eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Owner.

SUBMITTALS

1. Test Reports and Certificates shall be furnished and approval received before delivery of certified or tested materials to the Project Sites.

a. Submit Test Reports for the following:

a.1 Concrete mixture proportions

Submit copies of test reports by independent test labs conforming to ASTM C 1077 showing that the mixture has been successfully tested to produce concrete with the properties specified and that mixture will be

suitable for the job conditions. Test reports shall be submitted along with the concrete mixture proportions. Obtain approval before concrete placement. Fully describe the processes and methodology whereby mixture proportions were developed and tested and how proportions will be adjusted during progress of the work to achieve, as closely as possible, the designated levels of relevant properties.

a.2 Aggregates

Submit test results for aggregate quality in accordance with ASTM C 33. Where there is potential for alkali-silica reaction, provide results of tests conducted in accordance with ASTM C 227 or ASTM C 1260. Submit results of all tests during progress of the work in tabular and graphical form as noted above, describing the cumulative combined aggregate grading and the percent of the combined aggregate retained on each sieve.

a.3 Admixtures

Submit test results in accordance with ASTM C 494 and ASTM C 1017 for concrete admixtures, ASTM C 260 for air-entraining agent, and manufacturer's literature and test reports for corrosion inhibitor and anti-washout admixture. Submitted data shall be based upon tests performed within 6 months of submittal.

a.4 Cement

Submit test results in accordance with ASTM C 150 Portland cement. Submit current mil data.

a.5 Water

Submit test results in accordance with ASTM D 512 and ASTM D 516.

b. Submit Certificates for the following:

b.1 Curing concrete elements

Submit proposed materials and methods for curing concrete elements.

b.2 Form removal schedule

Submit proposed materials and methods for curing concrete elements.

b.3 Concrete placement and compaction

Submit technical literature for equipment and methods proposed for use in placing concrete. Include pumping or conveying equipment including type, size and material for pipe, valve characteristics, and the maximum length and height concrete will be pumped. No adjustments shall be made to the mixture design to facilitate pumping.

Submit technical literature for equipment and methods proposed for vibrating and compacting concrete. Submittal shall include technical literature describing the equipment including vibrator diameter, length, frequency, amplitude, centrifugal force, and manufacturer's description of the radius of influence under load. Where flat work is to be cast, provide similar information relative to the proposed compacting screed or other method to ensure dense placement.

b.4 Mixture designs

Provide a detailed report of materials and methods used, test results, and the field test strength (fcr) for marine concrete required to meet durability requirements.

2. The Contractor shall submit shop drawings and erection drawings for formwork and scaffolding at least 14 days prior to commencing the work.

Each shop drawing and erection drawing shall bear the signature of a Contractor's qualified Engineer. Details of all proposed formwork to be prefabricated and formwork to produce special finishes shall be submitted to the Engineer for approval before any materials are ordered. If the Engineer so requires, samples of proposed formworks shall be constructed and concrete placed at the Contractor's expense so that the proposed methods and finished effect can be demonstrated.

The Contractor shall submit shop drawings showing reinforcing bar placing and bar lists for the Engineer's approval. Such shop drawings shall show also supplemental bars for forming, strengthening frames of bars of sufficient rigidity to withstand forces during placing concrete. If necessary, shaped steel may be added to improve rigidity of the frame of bar.

Such shop drawings shall clearly indicate bar sizes, spacing, location and quantities of reinforcement, mesh, chairs, spacers and other details to be as per ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures.

Details shall be prepared for placement of reinforcement where special conditions occur, including most congested areas and connection between pre-cast concrete and concrete in-situ.

All shop drawings shall be reviewed by the Engineer within seven (7) days after receiving them. At least two (2) days prior to pouring concrete, the Contractor shall submit to the Engineer a pouring permit for his inspection and approval.

MATERIAL REQUIREMENTS

CEMENT

Unless otherwise specified in the Drawings, only one (1) brand of cement shall be used for any individual structure. In determining the approved mix, only Portland cement shall be used as the cementitious material.

1. Portland Cement: ASTM C 150

Type I (for general use in construction)

ADMIXTURE (IF NECESSARY)

Unless otherwise required by field conditions, admixture may be used subject to the expressed approval of the Engineer. The cost of which shall already be included in the unit cost bid of the Contractor for the concrete.

1. Air Entraining Admixture shall conform to ASTM C 260.
2. Admixture other than air entraining agent shall conform to ASTM C 494.
3. Admixture containing chloride ions, or other ions producing deleterious effect shall not be used.

AGGREGATES

1. Crushed Coarse Aggregate

Conforming to ASTM C 33 and having nominal sizes passing 38.0 mm to 19.0 mm, 19.0 mm to 9.5 mm to No. 4 sieve. The material shall be well graded between the limits indicated and individually stockpiled. It shall be the Contractor's responsibility to blend the materials to meet the gradation requirements for various types of concrete as specified herein.

Nominal sizes for combined gradation shall be as follows:

ASTM Sieves	**Nominal Size of Coarse Aggregates**			
	% by Weight Passing			
	40mm	**25mm**	**19mm**	**10mm**
50.0mm (2")	100	-	-	-
38.0mm (1 1/2")	95 - 100	100	-	-
31.8mm (1 1/4")	-	90 - 100	100	-
25.0mm (1")	-	-	90 - 100	-
19.0mm (3/4")	35 - 70	25 - 90	-	100
16.0mm (5/8")	-	-	20 - 55	85 - 100
9.5mm (3/8")	10 - 30	0 - 10	0 - 10	0 - 20
No. 4	0 - 5			

2. Fine Aggregate

ASTM C 33 except for gradation which has been revised to meet local conditions unless otherwise required by the Engineer, grading of find aggregate shall be as follows:

ASTM Sieves	% by Weight Passing
9.5mm (3/8")	100
No.4	90 - 100
No. 8	80 - 100
No. 16	50 - 90
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10

a. Grading of fine aggregates shall be reasonably uniform and fineness modulus thereof shall not vary more than 0.2 from that of the representative sample in which mix proportions of concrete are based.

b. Due care shall be taken to prevent segregation.

WATER

The mixing water shall be clear and apparently clean. If it contains quantities or substances that discolor it or make it smell or taste unusual or objectionable, or cause suspicion, it shall not be used unless service records of concrete made with it (or other information) indicated that it is not injurious to the quality, shall be subject to the acceptance criteria as shown in Table 6.3 and Table 6.4 or as designated by the purchaser.

When wash water is permitted, the producer will provide satisfactory proof or data of non-detrimental effects if potentially reactive aggregates are to be used. Use of wash water will be discontinued if undesirable reactions with admixtures or aggregates occur.

Table 6.3 Acceptance Criteria for Questionable Water Supplies

Test	Limits
Compressive strength, min. % Control at 7 days	90
Time of Setting deviation from control	from 1:00 earlier to 1:30 later
Time of Setting (Gillmore Test) Initial Final Set	 No marked change No marked change
Appearance	Clear

Color	Colorless
Odor	Odorless
Total Solids	500 parts/million max.
PH value	4.5 to 8.5

Table 6.4 Chemical Limitation for Wash Water

	Limits
Chemical Requirements, Minimum Concentration Chloride as $C1^{(-1)}$ expressed as a mass percent of cement when added to the $C1^{(-1)}$ in the other components of the concrete mixtures shall not exceed the following levels:	
1. Prestressed Concrete	0.06 percent
2. Conventionally reinforced concrete in a moist environment and exposed to chloride	0.10 percent
3. Conventionally reinforced concrete in a moist environment but not exposed to chloride	0.15 percent
4. Above ground building construction where the concrete will stay dry	No limit for corrosion
Sulfate as SO_4, ppm[A]	3,000
Alkalies as (Na_2O + 0.658 K_2O), ppm	600
Total Solids, ppm	50,000

Wash water reused as mixing water in concrete may exceed the listed concentrations of sulfate if it can be shown that the concentration calculated in the total mixing water, including mixing water on the aggregate and other sources, does not exceed that stated limits.

Water will be tested in accordance with, and shall meet the suggested requirements of AASHTO T 26.

Water known to be of potable quality may be used without test.

CURING MATERIALS

1. Impervious Sheet Materials

   ASTM C 171 type, optional, except that polyethylene film, if used, shall be white opaque.

2. Burlap of commercial quality, non-staining type, consisting of 2 layers minimum.

3. Membrane Forming Curing Compound

   ASTM C 309; submit evidence that product conforms to specifications.

JOINTING MATERIALS

1. Sealant

   Sealant shall be multi-component, polyurethane base compound, gray in color, self-leveling for horizontal joints, 2 part polythremdyne, terpolymer compound, gray in color; non-sag for vertical joints.

   Sealant shall be compatible with materials in contact and to perform satisfactorily under salt water and traffic conditions, and be capable of making joint watertight and allow movement 25% of the width of joint in any direction.

   Sealant shall be guaranteed against leakage, cracking, crumbling, melting, shrinkage, running, loss of adhesion for a period of five years from the date of acceptance of work.

2. Joint backing shall be expanded extruded polyethylene, low density, oval in shape to fit the joints as indicated on the drawings and to be compatible with sealant.

3. Where required, primer shall be compatible with joint materials and installed in accordance with manufacturer's instructions.

4. Joint filler shall conform to ASTM D1751 (AASHTO M213) non-extruding, resilient bituminous type. Filler shall be furnished for each joint in single piece for depth and width required for joint, unless otherwise authorized by the Engineer. When more than one piece is authorized for a joint, abutting ends shall be fastened and hold securely to shape by stapling or other positive fastening.

EPOXY BONDING COMPOUND

ASTM C 881. Provide Type I for bonding hardened concrete to hardened concrete; Type II for bonding freshly mixed concrete to hardened concrete; and Type III as a binder in epoxy mortar or concrete, or for use in bonding skid-resistant materials to hardened concrete. Provide Class B if placement temperature is between 4 and 16°C; or Class C if placement temperature is above 16°C.

REINFORCEMENT

Steel reinforcement, other than Steel for Pre-stressing, used in Reinforced Concrete, shall conform to ASTM and PNS as follows:

ASTM Designation A615 - Deformed Billet Steel Bars for Concrete Reinforcement. Minimum yield strength of 276 MPa (40,000 psi).

PNS 49 - Steel Bars for Concrete Reinforcement

TIE WIRE

Tie wire shall be plain, cold drawn annealed steel wire 1.6 mm diameter.

SAMPLES AND TESTING

1. Cement

Sampled either at the mill or at the site of work and tested by an independent commercial or government testing laboratory duly accredited by the Bureau of Research and Standards (BRS) of the DPWH, Department of Science and Technology (DOST) or the Department of Trade and Industry (DTI) at no additional cost to PPA. Certified copies of laboratory test reports shall be furnished for each lot of cement and shall include all test data, results, and certificates that the sampling and testing procedures are in conformance with the Specifications. No cement shall be used until notice has been given by the Engineer that the test results are satisfactory. Cement that has been stored, other than in bins at the mills, for more than 3 months after delivery to the Site shall be re-tested before use. Cement delivered at the Site and later found after test to be unsuitable shall not be incorporated into the permanent works.

2. Aggregates: Tested as prescribed in ASTM C 33

At least 28 days prior to commencing the work, the Contractor shall inform the Engineer of the proposed source of aggregates and provide access for sampling.

Gradation tests will be made on each sample without delay. All other aggregates tests required by these Specifications shall be made on the initial source samples, and shall be repeated whenever there is a change of source. The tests shall include an analysis of each grade of material and an analysis of the combined material representing the aggregate part of the mix.

3. Reinforcement

Certified copies of mill certificates shall accompany deliveries of steel bar reinforcement. If requested by the Engineer additional testing of the materials shall be made at the Contractor's expense.

4. Concrete Tests

For test purposes, provide 1 set of three (3) concrete cylinder samples taken from each day's pouring and to represent not more than 75 cu.m. of concrete class or fraction thereof of concrete placed. Samples shall be secured in conformance with ASTM C 172. Tests specimens shall be made, cured, and packed for shipment in accordance with ASTM C 31. Cylinders will be tested by and at the expense of the Contractor in accordance with ASTM C 39. Test specimens will be evaluated separately by the Engineer, for meeting strength level requirements for each with concrete quality of ACI 318. When samples fail to conform to the requirements for strengths, the Engineer shall have the right to order a change in the proportions of the concrete mix for the remaining portions of the work at no additional cost to the Authority.

5. Test of Hardened Concrete in or Removed from the Structure

When the results of the strength tests of the concrete specimens indicates the concrete as placed does not meet the Specification requirements or where there are other evidences that the quality of concrete is below the specification requirement in the opinion of the Engineer, tests on cores of in-place concrete shall be made in conformance with ASTM C 42.

Core specimens shall be obtained by the Contractor and shall be tested. Any deficiency shall be corrected or if the Contractor elects, he may submit a proposal for approval before the load test is made. If the proposal is approved, the load test shall be made by the Contractor and the test results evaluated by the Engineer in conformance with Chapter 20 of ACI 318. The cost of the load tests shall be borne by the Contractor. If any concrete shows

evidence of failure during the load test, or fails the load test as evaluated, the deficiency be corrected in a manner approved by the Engineer at no additional cost to the Authority.

6. Chemical Admixtures/Additives

The admixtures/additives if approved shall conformed to ASTM C 494 and ASTM C 1017. The testing shall be conducted with cement and aggregate proposed for the Project. The admixtures/additives shall be tested and those that have been in storage at the Project Site for longer than six (6) months shall not be used until proven by retest to be satisfactory.

Samples of any admixtures/additives proposed by the Contractor shall be submitted for testing at least 56 days in advance of use, which shall require approval of the Engineer. Testing of admixtures/additives proposed by the Contractor including test mixing and cylinder test shall be at the Contractor's expense.

7. Jointing Materials and Curing Compound Samples

At least 28 days prior to commencing the work, the Contractor shall submit to the Engineer for his approval samples of the following materials proposed for use together with manufacturer's certificate.

a. 10 kg of joint sealant
b. 1m length of joint filler
c. 5 li. of curing compound
d. 1m length of joint backing

The Engineer shall deliver to the Contractor his assessment on the materials within seven (7) days after receiving them.

EXECUTION

DELIVERY, STORAGE AND HANDLING OF MATERIALS

1. Cement

Do not deliver concrete until vapor barrier, forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. ACI 301 and ASTM A 934 for job site storage of materials. Protect materials from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

Immediately upon receipt at the Site, the cement shall be stored separately in a dry weathertight, properly ventilated structures with adequate provisions for prevention of absorption of moisture. Storage accommodations for concrete materials shall be subject to approval and shall afford easy access for inspection and identification of each shipment in accordance with test reports.

Cement shall be delivered to the Site in bulk or in sound and properly sealed bags and while being loaded or unloaded and during transit to the concrete mixers whether conveyed in vehicles or in mechanical means, cement shall be protected from whether by effective coverings. Efficient screens shall be supplied and erected during heavy winds.

If the cement is delivered in bulk, the Contractor shall provide, at his own cost, approved silos of adequate size and numbers to store sufficient cement to ensure continuity of work and the cement shall be placed in these silos immediately after it has been delivered to the Site. Approved precautions shall be taken into consideration during unloading to ensure that the resulting dust does not constitute a nuisance.

If the cement is delivered in bags, the Contractor shall provide, at his own cost, perfectly waterproofed and well ventilated sheds having a floor of wood or concrete raised at least 0.5m above the ground. The sheds shall be large enough to store sufficient cement to ensure continuity of the work and each consignment shall be stacked separately therein to permit easy access for inspection, testing and approval. Upon delivery, the cement shall at once be placed in these sheds and shall be used in the order in which it has been delivered.

Cement bags should not be stacked more than 13 bags high. All cement shall be used within two months of the date of manufacture. If delivery conditions render this impossible, the Engineer may permit cement to be used up to three (3) month after manufacturing, subject to such conditions including addition of extra cement as he shall stipulate.

2. Aggregate

All fine and coarse aggregate for concrete shall be stored on close fitting, steel or concrete stages design with drainage slopes or in bins of substantial construction in such a manner as to prevent segregation of sizes and to avoid the inclusion of dirt and other foreign materials in the concrete. All such bins shall be emptied and cleaned at intervals of every six (6) months or as required by the Engineer. Each size of aggregate shall be stored separately unless otherwise approved by the Engineer.

Stockpiles of coarse aggregate shall be built in horizontal layers not exceeding 1.2 m in depth to minimize segregation.

FORMWORK

1. Forms

Designed, constructed, and maintained so as to insure that after removal of forms the finished concrete members will have true surfaces free of offset, waviness or bulges and will conform accurately to the indicated shapes, dimensions, lines, elevations and positions. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.

2. Design

Studs and wales shall be spaced to prevent deflection of form material. Forms and joints shall be sufficiently tight to prevent leakage of grout and cement paste during placing of concrete. Juncture of formwork panels shall occur at vertical control joints, and construction joints. Forms placed on successive units for continuous surfaces shall be fitted in accurate alignment to assure smooth completed surfaces free from irregularities and signs of discontinuity. Temporary opening shall be arranged to wall and where otherwise required to facilitate cleaning and inspection. Forms shall be readily removable without impact, shock, or damage to the concrete.

3. Form Ties

Factory fabricated, adjustable to permit tightening of the forms, removable or snap-off

metal of design that will not allow form deflection and will not spall concrete upon removal. Bolts and rods that are to be completely withdrawn shall be coated with a non-staining bond breaker. Ties shall be of the type which provide watertight concrete.

4. Chamfering

External corners that will be exposed shall be chamfered, beveled, or rounded by mouldings placed in the forms or as indicated in the drawings.

5. Coatings

Forms for exposed surfaces shall be coated with form oil or form-release agent before reinforcement is placed. The coating shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain, or adversely affect concrete surfaces, and shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for unexposed surfaces may be wet with water in lieu of coating immediately before placing of concrete. Surplus coating on form surfaces and coating on reinforcement steel and construction joints shall be removed before placing concrete.

6. Removal of Forms shall be done in a manner as to prevent injury to the concrete and to insure complete safety of the structure after the following conditions have been met. Where the structure as a whole is supported on shores, forms for beam and girder sides, and similar vertical structural members may be removed before expiration of curing period. Care shall be taken to avoid spalling the concrete surface or damaging concrete edges. Wood forms shall be completely removed.

Minimum stripping and striking time shall be as follows unless otherwise approved by the Engineer.

Vertical sides of beams, walls, and columns, lift not 12 hours exceeding 1.2 m

Vertical sides of beams and walls, lift exceeding 1.2 m 36 hours Softlifts of main slabs and beams (props left under) 5 days

Removal of props from beams and mains slabs and other work 10 days

7. Control Test

If the Contractor proposes to remove forms earlier than the period stated above, he shall be required to submit the results of control tests showing evidence that concrete has attained sufficient strength to permit removal of supporting forms. Cylinders required for control tests shall be provided in addition to those otherwise required by this Specification. Test specimens shall be removed from molds at the end of 24 hours and stored in the structure as near the points as practicable, the same protection from the elements during curing as is given to those portions of the structure which they represent, and shall not be removed from the structure for transmittal to the laboratory prior to expiration of three fourths of the proposed period before removal of forms. Cylinders will be tested by and at the expense of the Contractor. Supporting forms or shoring shall not be removed until control test specimens have attained strength of at least 160 kg/sq cm. The newly unsupported portions of the structure shall not be subjected to heavy construction or material loading.

REINFORCEMENT

1. Reinforcement

Fabricated to shapes and dimensions shown and shall be placed where indicated. Reinforcement shall be free of loose or flaky rust and mill scale, or coating, and any other substance that would reduce or destroy the bond. Reinforcing steel reduced in section shall not be used. After any substantial delay in the work, previously placed reinforcing steel for future bonding shall be inspected and cleaned. Reinforcing steel shall not be bent or straightened in a manner injurious to the steel or concrete. Bars with kinks or bends not shown in the drawings shall not be placed. The use of heat to bend or straighten reinforcing steel shall not be permitted. Bars shall be moved as necessary to avoid interference with other reinforcing steel, conduits, or embedded items. If bars are moved more than one bar diameter, the resulting arrangement of bars including additional bars necessary to meet structural requirements shall be approved before concrete is placed. In slabs, beams and girders, reinforcing steel shall not be spliced at points of maximum stress unless otherwise indicated. Unless otherwise shown in the drawings, laps or splices shall be 40 times the reinforcing bar diameter.

2. The nominal dimensions and unit weights of bars shall be in accordance with the following table:

Nominal Diameter (mm)	Nominal Perimeter (mm)	Nominal Sectional Area (sq. mm)	Unit Weight (kg/m)
10	31.4	78.54	0.616
12	37.7	113.10	0.888
16	50.3	201.10	1.579
20	62.8	314.20	2.466
25	78.5	490.90	3.854
28	88.0	615.70	4.833
32	100.5	804.20	6.313
36	113.1	1,017.60	7.991
40	125.7	1,256.60	9.864
50	157.1	1,963.50	15.413

3. Welding of reinforcing bars shall only be permitted where shown; all welding shown shall be performed in accordance with AWS D 12.1.

4. Exposed reinforcement bars, dowels and plates intended for bonding with future extensions shall be protected from corrosion.

5. Supports shall be provided in conformance with ACI 315 and ACI 318, unless otherwise indicated or specified.

6. Concrete Protection for Reinforcement

a. The minimum concrete cover of reinforcement shall be as shown below unless otherwise indicated in the drawings.

b. Tolerance for Concrete Cover of Reinforcing Steel other than Tendons.

Minimum Cover

7.5cm or more (marine structures and concrete cast against and permanently exposed to earth)

DESIGN STRENGTH OF CONCRETE

Concrete for structural parts or members such as beams, slabs, curtain wall, pile caps and fender/mooring blocks shall develop a minimum 28-day compressive cylinder strength of 24 MPa (3,500 psi) as indicated in the drawings. While for pre-stressed concrete piles a compressive strength of 35 MPa (5,000psi).

TRIAL BATCH FOR CONCRETE

Thirty (30) calendar days before the start of concreting works, the Contractor shall submit design mixes and the corresponding test result made on sample thereof. Sampling and testing shall be in accordance with the ASTM Standard procedures for sampling and testing for the particular design strength(s) required.

The particulars of the mix such as the slump and the proportionate weights of cement, saturated surface dry aggregates and water used shall be stated.

The design mix for concrete to be used shall be submitted together with at least three (3) standard cylinder samples for approval at least one (1) month prior to the start of each concreting schedule. Such samples shall be prepared in the presence of the Engineer.

Standard laboratory strength tests for the 7, 14 and 28 days periods shall be taken to all concrete samples in addition to routine field tests, at cost to the Contractor. Only design mixes represented by test proving the required strength for 7, 14 and 28 days tests shall be allowed.

The cost of sampling, handling and transporting samples from jobsite to the laboratory and the cost of subsequent tests made until the desired mix is attained shall be for the account of the Contractor.

Slump Test shall be made in conformance with ASTM C143, and unless otherwise specified by the Engineer, slump shall be within the following limits:

Structural Element	**Slump for Vibrated Concrete**	
	Minimum	**Maximum**
Pavement Concrete	25mm	50mm

Pre-cast Concrete	50mm	70mm
Lean Concrete	100mm	200mm
Sacked Concrete	25mm	50mm
All other Concrete	50mm	90mm

Sampling : Provide suitable facilities and labor for obtaining representative samples of concrete for the Contractor's quality control and the Engineer's quality assurance testing. All necessary platforms, tools and equipment for obtaining samples shall be furnished by the Contractor.

MIXING CONCRETE

1. GENERAL

a. 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.

b. 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.

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

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

e. 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 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.

f. 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 by more than one percent for cement, 1-½ percent for any size of aggregate, or one percent for the total aggregate in any batch.

g. Manual mixing of concrete shall not be permitted unless approved by the Engineer.

2. MIXING CONCRETE AT SITE

a. Concrete mixers may be of the revolving drum or the revolving blade type and