

- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

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

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

19. Procedures for Termination of Contracts

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

The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position

paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

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

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

20. Force Majeure, Release From Performance

- 20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

- (a) any sum to which the Contractor is entitled under GCC Clause 28;
- (b) the cost of his suspension and demobilization;
- (c) any sum to which the Procuring Entity is entitled.

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

21. Resolution of Disputes

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

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

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

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

23. Procuring Entity's Representative's Decisions

- 23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

- 23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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

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

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

- 25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

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

27. Right to Vary

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;

- (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

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

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

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

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the

next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

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

33. Bill of Quantities

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

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

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

38. Uncorrected Defects

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

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

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
 - (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

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

42. Retention

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).*
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
 - (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.

- (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
 - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.

- (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of

full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

SECTION V

**SPECIAL CONDITIONS
OF CONTRACT**

Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is 540 calendar days from commencement of work, inclusive of the estimated thirty-six (36) calendar days considered unfavorable to the prosecution of the works at site.
1.22	<p>The Works consists of:</p> <p>A. DEMOLITION, REMOVAL & EXCAVATION WORKS</p> <p>1. Demolition and Removal Works</p> <ul style="list-style-type: none"> a. Removal of existing Paving blocks (1,521 sq.m.) b. Demolition of existing Concrete pavement (6,258 sq.m.) c. Demolition of existing R.C. Wing wall and R.C. Curb (153 cu.m.) d. Chipping portion of existing coping/wing/retaining walls and mooring block (11 cu.m.) e. Removal of existing Mooring bollard (6 sets) f. Removal of existing G.I. Pipe Ramp Railing (1 lot) g. Removal of existing Lamp post (3 sets) <p>2. Excavation and Extraction Works</p> <ul style="list-style-type: none"> a. Extraction of existing rock bulkhead (693 cu.m.) b. Excavation/backfill (2,301 cu.m.) <p>B. UPGRADING AND EXPANSION OF EXISTING BACK-UP AREA</p> <p>1. Pile Driving Works</p> <ul style="list-style-type: none"> a. PSC Sheet piles, 350 x 600mm (5,175 l.m.) b. R.C. Corner piles (75 l.m.) c. Tubular Steel Sheet piles, 600mm dia. x 9mm thk. (469 m.t.) <p>2. Reinforced Concrete Works</p> <ul style="list-style-type: none"> a. Placing of Sand Filler (222 cu.m.) b. Fabrication/Installation of reinforcing cage (23,050 kg.) c. Placing of 3,500 psi concrete filler (95 cu.m.) d. Placing of 3,500 psi concrete (645 cu.m.) e. Fabrication/ installation of reinforcing steel (64,096 kg.) <p>3. Reclamation Works</p> <ul style="list-style-type: none"> a. Installation/laying of armour rocks (344 cu.m.) b. Installation/laying of core rocks (8,086 cu.m.) c. Installation of Tie-rods (various sizes, 117 sets) d. Installation of Geotextile fabric (4,419 sq.m.) e. Placing of sand and gravel fill (19,972 cu.m.), selected fill (3,502 cu.m.) <p>4. Paving Works</p> <ul style="list-style-type: none"> a. Placing of aggregate base course (1,924 cu.m.) b. Placing of CTB (1,547 cu.m.) and Sand cushion (2,053 cu.m.) c. Installation of interlocking paving blocks (3,042 sq.m.) d. Construction of Portland Cement Concrete pavement (1,190 sq.m.)

	<p>5. Mooring and Fender system</p> <ul style="list-style-type: none"> a. Installation of rubber dock fenders (V-type, 11 sets) b. Installation of mooring bollard (T-head, 25T, 10 sets) <p>6. Portlighting system</p> <ul style="list-style-type: none"> a. Installation of wires, cable, conduit pipes (1 lot) b. Installation of protective devices (1 lot) c. Construction of R.C. concrete pedestal post, duct bank, handhole and lamp post foundation (1 lot) d. Re-installation of old lamp post & provision of new anchor bolts (3 sets)
1.23	<p>The Procuring Entity's Representative is:</p> <p style="text-align: center;">CONSTANTE T. FARIÑAS, JR. Assistant General Manager for Engineering Office of the Assistant General Manager for Engineering 6th Floor PPA Building Bonifacio Drive, South Harbor, Port Area, Manila</p>
1.24	The Site is located at Butuan City, Agusan Del Norte and is defined in drawing Nos.
1.28	The Start Date is the time of receipt by the successful bidder of all notices called for the term of the contract.
1.31	Refer to the Bidder's Responsibilities' under 6.1 of ITB – 5 and GCC – 3.
2.2	None.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon commencement of the project.
6.5	<p>The Contractor shall employ the following Key Personnel:</p> <ul style="list-style-type: none"> a. Project Manager b. Project Engineer c. Materials Engineer d. Construction Safety and Health Officer e. Foreman f. Others
7.4 (c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	None
12.3	No further instructions.
12.5	a) Permanent Structures: Fifteen (15) years

	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
13	If Contractor is a Joint Venture, "All partners to the joint ventures shall be jointly and severally liable to the Procuring Entity".
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: (To be appointed)
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is _____ days. The amount to be withheld for late submission of an updated Program of Work is _____ .
34.3	The Funding Source is the Corporate Budget of the Authority for CY 2017.
39.1	The amount of the advance payment is 15% of the Contract Cost to be made in lump sum.
40.1	No further instructions.
51.1	The date by which operating and maintenance manuals are required is _____ . The date by which "as built" drawings are required is _____ .
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____ .

SECTION VI

TECHNICAL SPECIFICATIONS

ITEM 01 : DEMOLITION AND REMOVAL WORKS

DESCRIPTION

The work includes the furnishing of all labor, materials and equipment required to carry out the demolition and removal of old structures, reusable materials, port accessories and obstructions including demolition of miscellaneous concrete curbs 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, gas-cutters, hydraulic jacks, compressed air disintegrators, 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 scaffoldings 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/removal 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.
6. In case of demolition of wharf deck and platform, the contractor shall ensure that no debris will be remained/deposited at seabed.
7. In case of removal of obstructions other than properties of PPA (ie; ship wreckages), the contractor shall coordinate with PMO and PPA engineers regarding the methodology to be used and its legal matters.

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, curbs, fences, 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/removal 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 : EXCAVATION WORKS

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 and Surveyors shall conduct a pre-joint hydrographic and topographic 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, buoys, 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 seabed/fill in conformity with the dimensions shown in hydrographic and topographic 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 and buoys 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. Disposal of excavated unsuitable materials from seabed shall be transported and deposited at 10.00 kms. (minimum) away from the area to be excavated.

2. 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.

SOUNDINGS

1. The Contractor, in the presence or joint with the Authority's Representative and during the progress of the excavation works, shall perform continuous checking of the depth thru soundings.
2. For the purpose of work progress payments; the Contractor, jointly with the Authority's Representative and/or Surveyors, shall conduct soundings on areas subjected to excavation activities during the month or the preceding period for which payment is being claimed.
3. The Contractor will be responsible for all costs involved in the above mentioned such as costs for the survey equipment, measurement, markings, materials and other cost related thereto.

ITEM 03 : PILING WORKS (PSCSP)

SCOPE OF WORK

This section covers the minimum requirements for the fabrication, hauling, spotting, driving and finishing of the containment structure.

The Contractor may however, adopt, in addition to this minimum requirements additional provisions as may be necessary to insure the successful prosecution of the piling works.

MATERIAL REQUIREMENTS

PRE-STRESSED CONCRETE SHEET PILES

Pre-stressed concrete sheet piles shall be constructed in accordance with the standard practice employed for the particular system specified and as directed by the Engineer subject to the following clauses.

1. Pre-stressed concrete sheet piles shall be of readymade products of approved fabricator regularly engaged in the production of pre-stressed concrete piles.
2. If an alternative system of pre-stressing to that shown in the Drawings is proposed by the Contractor, full details, procedures and explanations shall be submitted in writing to the Engineer for his approval. When approved for the work, the provisions of this Specification and such other provisions as he may require shall be fully satisfied.
3. Concrete strength, wires/strands, bars to be used for pre-stressed concrete work shall be as specified in the Drawings.
4. The Contractor shall submit the casting method including pre-stressing, application of stress and casting schedule and shall obtain the approval of the Engineer before commencement of fabrication of the piles.
5. The Contractor shall arrange for the Engineer to have free access to the place of manufacture of the piles.
6. Casting of pre-stressed concrete piles shall be in a manner that there shall be no leakage of concrete or grout into the space to be occupied by the steel. The ducts shall be of the correct cross-section, the ends being formed out as shown on the Drawings or as required by the pre-stressing system in use. Adequate means, subject to the Engineer's approval, shall be employed to ensure that their location is maintained exactly throughout the concreting operations. Passage shall be provided in the locations indicated on the Drawings for the injection and escape of grout and the release of air.

Piles shall be cast on a horizontal platform in approved steel moulds and details of the formwork and methods of concreting shall be as specified. The concreting of each pile shall be completed on one continuous operation and no interruption shall be permitted.

The pile butt must be formed truly square to the axis of the pile. Provision for standard splicing shall be provided unless otherwise ordered by the Engineer.

7. Anchorages shall be made from steel of a suitable quality to withstand permanently the forces imposed upon them, and shall in general be in accordance with the normal practice of the proprietors of the pre-stressing system in use.

8. Application of stress, grouting of pre-stressing cables, protection of pre-stressing cable anchorages and other necessary steps to complete the pre-stressing process shall conform to the standard practice of the pre-stressing system in use or as directed by the Engineer.
9. When the stress has been transferred to the pile, the pile shall exhibit no curvature in its length on any face greater than 3 millimeters deviation along a chord of 15 meters (1 in 500).
10. Pre-cast pre-stressed units shall be lifted only by lifting holes as indicated in the Drawings, or when not provided can be lifted by slings placed securely at corresponding points. Units shall be kept in the upright position at all times and shock shall be avoided. Any unit considered by the Engineer to have become sub-standard in any way shall be rejected and replaced by an acceptable unit.
11. Each pre-stressed member is to be uniquely and permanently marked to show its type, date of casting, length of pile and any control markings as ordered by the Engineer
12. Forms shall conform to the geometry of the pile with the provision of chamfer as shown on the Drawings.
13. Not less than five (5) cylindrical specimens shall be made for each casting batch of which at least two (2) shall be reserved for 28-day test, one (1) for 7-day, one (1) for 14-day, and one (1) test prior to lifting of pre-stressed concrete piles from the casting bed. Lifting of piles shall only be done if the result of the compressive strength has reached at least 60% of the specified compressive strength.
14. The Contractor shall splice the pile as shown on the drawings or other methods approved by the Engineer.

TIE – RODS and FITTINGS

All components of tie-rod assemblies to be supplied, assembled and installed by the Contractor shall be in accordance with the applicable requirements of the ASTM standards. The tie-rods shall have upset threaded ends and the minimum yield point shall be as shown on the drawings.

Bolts for assembly of structural steel and for connections or special sections shall conform to ASTM A325 and ASTM A 307 or as specified on the Drawings.

EXECUTION

Uncapped pile heads shall be protected against damage by the use of appropriate pile driving caps and/or cushions to centralize the driving impact.

The pile headers shall be of sufficient rigidity and fixity to hold the pile firmly in position and true alignment during driving operations.

A hydraulic or diesel pile hammer shall be used for driving the pre-stressed concrete piles.

The required weight of ram for the hydraulic or diesel pile hammer ranges from 2.5 to 3.5 tons or at least 25% (1/4) of the weight of sheet pile..

The fall of hammer shall not exceed 6m. (19.18 ft.) and shall be of uniform frequency to avoid injury to the piles.

Piles driven shall be held firmly in position in axial alignment with the hammer by means of leads of adequate length. Approved cushions shall be provided to the pile butts.

Piling shall commence from the interior outward as the lateral displacement of soil may influence driving and heaving of already driven piles.

Every effort shall be made to drive continuously without interruption.

The Contractor shall repair all damages to piles during driving. A minimum cut - off allowance, not less than 600 mm shall be provided for all corrections at in-place splices and at all the pile heads for removal after completion of the driving.

The piles which have been uplifted after being driven shall be re-driven to the required penetration after completing other activities in the nearby areas. As heaving is anticipated, survey benchmarks should be established and elevations must be taken of the driven piles adjoining the piles being driven to avoid pile displacement affected by the swell rise of sub-soil structures.

LENGTH OF PILES

The length of piles indicated in the drawings are predetermined lengths considering the actual soil classification and/or behavior based on geotechnical consultancy report.

INTERRUPTED DRIVING

When driving is stopped before final penetration is reached and/or refusal is attained, the record of pile penetration shall be taken only after a minimum of 30 cm. (12 in.) total penetration has been obtained on resumption of driving.

ALIGNMENT TOLERANCE

Piles driven shall be within the allowable tolerance in alignment of 10 cm. (4 in.) in any direction.

DAMAGED AND MISDRIVEN PILES

1. Piles shall not be more than 10 cm. (4 in.) out of place at cut-off level. All vertical piles shall not be more than 2% out of plumb.
2. Any pile damaged by improper driving or driven out of its proper location, or driven out of elevation fixed on the plans, shall be corrected correspondingly at the Contractor's expense by any of the following methods:
 - a. Withdrawal of the pile and replacement by a new pile.
 - b. Driving a second pile adjacent to the defective one.
 - c. Splicing an additional length.

The method to be adopted in each case shall be at the discretion of the Engineer.

OBSTRUCTION

Where boulders or other obstructions make it impossible to drive certain piles in the location shown and to the required bearing strata, the Engineer may order additional pile or piles driven at other suitable location.

PILE DRIVING RECORDS

The Contractor shall keep records of each pile driven and shall furnish the Engineer two (2) signed typewritten/computerized copies. The records shall show the number of blows per 0.50 m. of initial

penetration taken from the free fall elevation of the pile down to penetration depth of 5.0 m., the penetration under the last 10 blows, and the calculated safe load according to the Hiley's Formula as stated in bearing power of piles.

TESTING OF MATERIALS

The requirements regarding testing of concrete and reinforcement used in reinforced concrete piles and sheet piles shall be in accordance with "Reinforced Concrete".

However, the Engineer may conduct the necessary testing at the approved fabricator's casting yard whenever he considers necessary. Tests shall be carried out at the Contractor's expense.

STORAGE AND HANDLING OF PILES

When raising or transporting piles, the Contractor shall provide slings or other equipment to avoid any appreciable bending of the pile or cracking of the concrete. Pile materials damaged in handling or driving shall be removed from the site and replaced by the Contractor at his expense.

Concrete piles shall be so handled at all times as to avoid breaking or chipping of the edges.

PILE CHIPPING

Each pile shall be chipped-off to required elevation as indicated in the drawing. The contractor shall ensure that no damaged/cracked on the main pile will occurred after each chipping. Reinforcement from driven piles (dowels and strand) shall not be cut and will be incorporated to the construction of deck. Splicing of dowels are allowed in case of pile cutting due to early refusal.

ITEM 04 : PILING WORKS (RC CORNER SHEET PILE)

SCOPE OF WORK

This section covers the minimum requirements for the fabrication, hauling, spotting, driving and finishing of the back-up area.

The Contractor may however, adopt, in addition to this minimum requirements additional provisions as may be necessary to insure the successful prosecution of the piling works.

MATERIAL REQUIREMENTS

PRE-CAST REINFORCED CONCRETE (CORNER SHEET PILES)

Pre-cast reinforced concrete (corner sheet piles) shall be constructed in accordance with the standard practice employed for the particular system specified and as directed by the Engineer subject to the following clauses.

1. The Contractor shall submit the casting method including casting schedule and shall obtain the approval of the Engineer before commencement of fabrication of the piles.
2. Pre-cast reinforced concrete (corner sheet piles) shall be supplied in accordance with the details and sections shown in the drawings. The class of concrete and quality of reinforcing steel shall be in accordance with the provisions of the specification for "Reinforced Concrete" unless otherwise noted in the drawings.
3. Casting of RC (corner sheet piles) shall be done with the length lying horizontally. The pile yard must be reasonably level and the ground sufficiently compact or hard, stable and not subject to any settlement, scour or erosion.
4. Pre-cast units shall be lifted only by lifting bars as indicated in the drawings, or when not provided can be lifted by slings placed securely at corresponding points. Units shall be kept in the upright position at all times and shock shall be avoided. Any unit considered by the Engineer to have become sub-standard in any way shall be rejected and replaced by an acceptable unit.
5. Each pre-cast member is to be uniquely and permanently marked to show its type, date of casting and length of pile.
6. Forms shall conform to the geometry of the pile with the provision of chamfer as shown on the Drawings.

PRE-CAST REINFORCED CONCRETE

Precast concrete for R.C. corner sheet piles and its reinforcement shall conform to the requirement of "Reinforced Concrete".

1. Fabrication Yard and Equipment shall be products of approved manufacturers regularly engaged in pile production of the same size or larger for a period of three years or more. However, the Contractors may be allowed to manufacturer R.C piles upon presentation to the Engineer of proof that they have past experienced in manufacturing RC piles from their previous contracts having the same or bigger requirements.

Before casting of piles is started, approval shall be obtained of casting method, the casting yard and storage site and equipment. The Contractor shall provide all equipment necessary

for the fabrication of piles. Special care shall be made for curing, handling and transport of piles.

2. Casting and Fabrication

Piles shall be cast separately. The formwork for the piles shall have an even and solid bed and be constructed so that the piles can be easily removed from the form. The formwork and its placing shall be approved before casting of concrete. The formwork shall not be removed from its bed until the concrete has attained a compressive strength of at least 70% of its required 28 day strength.

The pile shall not be removed from its casting bed until it has reached its full 28 day compressive strength. Piles shall be moist cured for a period of 28 days after casting.

The Contractor shall determine the points where the piles will be supported during handling, transportation and storage. Care shall be taken to prevent piles from any damage during transportation. If the piles are placed in stacks, the supporting points at each layer shall be vertically over one another and the location of the supporting points shall be approved by the Engineer.

3. Formwork

Forms shall conform to the applicable provisions in Section, "Reinforced Concrete" Chamfers shall be provided at each corner of piles as indicated on the Drawings.

4. Marking

After the concrete has hardened, the piles shall be marked in approved format in durable paint indicating:

- a. Serial Number, marked close to both ends
- b. Date of casting, marked as (a)
- c. Date of arrival, marked as (b)
- d. Length of pile, marked as (c)
- e. Position of lifting points as approved by the Engineer
- f. Meter marks in two faces, throughout the length

TIE – RODS and FITTINGS

All components of tie-rod assemblies to be supplied, assembled and installed by the Contractor shall be in accordance with the applicable requirements of the ASTM standards. The tie-rods shall have upset threaded ends and the minimum yield point shall be as shown on the drawings.

Bolts for assembly of structural steel and for connections or special sections shall conform to ASTM A325 and ASTM A 307 or as specified on the Drawings.

GENERAL REQUIREMENTS

Pile Length

Pile lengths shown on the Drawings are for estimating purposes only and are based upon probable lengths remaining in place in the completed structure.

1. Test piles of length shown on the drawings shall be driven at such points as designated by the Engineer that they may be left in place, cut off, and become a part

of the permanent structure. From their performance under driving, the Engineer will determine the lengths of piles required.

This pile shall be longer than ordinary piles shown in the pile schedule to provide for contingencies due to variations in soil behavior. Pile penetration observed per blow of the hammer shall be recorded. If refusal is observed while the required penetration is not yet obtained, the Contractor shall continue driving the pile with the aid of water jets. Water jets shall be carried out in all respect with rigorous control and not to detriment the surrounding ground or any part of the Works.

If necessary, test pile/s shall be spliced and re-driven until the bearing power and penetration are acceptable to the Engineer.

2. Lengths of regular piles shall be computed by the Hiley's Formula or other formulas accepted by the Engineer.

The above shall not be construed to mean that driving may stop when such penetration as shown on the plans has been secured, but that driving shall continue in every case until the total penetration obtained is satisfactory to the Engineer, regardless of the fact that sufficient bearing capacity as determined by the formula may be obtained at a lesser depth.

EXECUTION

Uncapped pile heads shall be protected against damage by the use of appropriate pile driving caps and/or cushions to centralize the driving impact.

The pile headers shall be of sufficient rigidity and fixity to hold the pile firmly in position and true alignment during driving operations.

A hydraulic or diesel pile hammer shall be used for driving the pre-stressed concrete piles.

The required weight of ram for the hydraulic or diesel pile hammer ranges from 2.5 to 3.5 tons.

The fall of hammer shall not exceed 6m. (19.18 ft.) and shall be of uniform frequency to avoid injury to the piles.

Piles driven shall be held firmly in position in axial alignment with the hammer by means of leads of adequate length. Approved cushions shall be provided to the pile butts.

Piling shall commence from the interior outward as the lateral displacement of soil may influence driving and heaving of already driven piles.

Every effort shall be made to drive continuously without interruption.

The Contractor shall repair all damages to piles during driving. A minimum cut - off allowance, not less than 600 mm shall be provided for all corrections at in-place splices and at all the pile heads for removal after completion of the driving.

The piles which have been uplifted after being driven shall be re-driven to the required penetration after completing other activities in the nearby areas. As heaving is anticipated, survey benchmarks should be established and elevations must be taken of the driven piles adjoining the piles being driven to avoid pile displacement affected by the swell rise of sub-soil structures.

LENGTH OF PILES

The length of piles indicated in the drawings are predetermined lengths considering the actual soil classification and/or behavior based on geotechnical consultancy report. Pile driven to the required penetration but failed to develop the required bearing power shall be spliced and re-driven to attain at least the minimum required bearing power.

INTERRUPTED DRIVING

When driving is stopped before final penetration is reached and/or refusal is attained, the record of pile penetration shall be taken only after a minimum of 30 cm. (12 in.) total penetration has been obtained on resumption of driving.

ALIGNMENT TOLERANCE

Piles driven shall be within the allowable tolerance in alignment of 10 cm. (4 in.) in any direction.

DAMAGED AND MISDRIVEN PILES

1. Piles shall not be more than 10 cm. (4 in.) out of place at cut-off level. All vertical piles shall not be more than 2% out of plumb.
2. Any pile damaged by improper driving or driven out of its proper location, or driven out of elevation fixed on the plans, shall be corrected correspondingly at the Contractor's expense by any of the following methods:
 - a. Withdrawal of the pile and replacement by a new pile.
 - b. Driving a second pile adjacent to the defective one.
 - c. Splicing an additional length.

The method to be adopted in each case shall be at the discretion of the Engineer.

OBSTRUCTION

Where boulders or other obstructions make it impossible to drive certain piles in the location shown and to the required bearing strata, the Engineer may order additional pile or piles driven at other suitable location.

PILE DRIVING RECORDS

The Contractor shall keep records of each pile driven and shall furnish the Engineer two (2) signed typewritten/computerized copies. The records shall show the number of blows per 0.50 m. of initial penetration taken from the free fall elevation of the pile down to penetration depth of 5.0 m., the penetration under the last 10 blows, and the calculated safe load according to the Hiley's Formula as stated in bearing power of piles.

TESTING OF MATERIALS

The requirements regarding testing of concrete and reinforcement used in reinforced concrete piles and sheet piles shall be in accordance with "Reinforced Concrete".

However, the Engineer may conduct the necessary testing at the approved fabricator's casting yard whenever he considers necessary. Tests shall be carried out at the Contractor's expense.

STORAGE AND HANDLING OF PILES

When raising or transporting piles, the Contractor shall provide slings or other equipment to avoid any appreciable bending of the pile or cracking of the concrete. Pile materials damaged in handling or driving shall be removed from the site and replaced by the Contractor at his expense.

Concrete piles shall be so handled at all times as to avoid breaking or chipping of the edges.

PILE CHIPPING

Each pile shall be chipped-off to required elevation as indicated in the drawing. The contractor shall ensure that no damaged/cracked on the main pile will occurred after each chipping. Reinforcement from driven piles (dowels and strand) shall not be cut and will be incorporated to the construction of deck. Splicing of dowels are allowed in case of pile cutting due to early refusal.

ITEM 05 : PILING WORKS (STEEL PIPE SHEET PILE)

SCOPE OF WORK

This section covers the minimum requirements for the fabrication, hauling, spotting, driving and finishing of all foundation piles to be used as containment for the proposed berthing facilities.

The Contractor may however, adopt, in addition to this minimum requirements additional provisions as may be necessary to insure the successful prosecution of the work related to the said undertaking.

METHOD STATEMENT

Before the commencement of any piling works, the Contractor shall submit (allowing sufficient time for consideration) to the Engineer for approval a Safety Policy and a Method Statement which shall include the following information:

1. Program of Works detailing sequence and timing of individual portions of works.
2. Maximum proposed lead at any stage of driving between a pile and its neighbor and the limitations of same if hard driving is encountered.
3. Contingency plan in the event of encountering obstructions or reaching driving refusal to minimize disruption/delay especially when using pitch and drive methods.

MATERIAL REQUIREMENTS

STEEL PIPE PILES

Steel tubular piles required under this heading may either be fluted or plain, tapered or cylindrical, seamless or welded type or as indicated in the drawing conforming to the requirements of ASTM A 552, equal or better. Minimum shell thickness shall be as indicated in the drawings.

Steel sheet piles shall be of the type indicated on the drawings with continuous interlock. The sections and grade of steel shall be as shown on the drawings or approved equivalent. All steel sheet piles shall conform to ASTM A 328 or approved equivalent.

CONCRETE AND REINFORCEMENT WORKS

Concrete and reinforcement works for filler of steel pipe piles, concrete jacket and pile cap shall be in accordance with the Section "Reinforced Concrete" where the compressive strength at 28 days shall be 24 Mpa (3,500 psi).

TIE - RODS, WAILING and FITTINGS

All components of tie-rod assemblies to be supplied, assembled and installed by the Contractor shall be in accordance with the applicable requirements of the ASTM standards. The tie-rods shall have upset treaded ends and the minimum yield point shall be as shown on the drawings.

Structural steel shapes for wailings shall be supplied, fabricated, assembled and installed by the Contractor as shown on the drawings. The sections and grade of steel shall be as shown on the drawings or approved equivalent.

Bolts for assembly of structural steel wailings and for connections or special sections shall conform to ASTM A 36, A 325, and ASTM A 307 and or as specified on the Drawings.

SAND FILLER

The filler materials shall be fine aggregates with the same requirements as in "Reinforced Concrete Aggregates". The volume shall be in accordance with the approved drawings and sounding conducted in site.

PROTECTIVE COATING

The corrosion protective coating shall be polyurethane-base.

The protective coating supplier is required to certify that the materials delivered to the fabrication site will be proven to meet or exceed the following properties:

TECHNICAL PROPERTIES	UNIT	MINIMUM	TEST STANDARD
A. Physical Characteristics:			
Thickness	microns	1500	ASTM D 1186
B. Mechanical Properties:			
Tensile Strength	N/mm ²	20	DIN 53504
Elongation	%	14.5	ASTM D2370
Abrasion Resistance	mg. loss	< 100	ASTM 4060
Impact	N.M.	20	ASTM 2794-69/14
Bond Strength	kg/cm ²	150	DIN 53232

The steel surface to be coated must be dry, clean, free from dust, have a good key and be free from all matter acting as release agents (e.g. oil, grease, old paint etc.). In order to obtain the necessary conditions suitable substrate preparation methods such as blasting must be used.

The air less hot-spray equipment shall be adjusted so that coating is applied in a smooth and uniform coat. Wet Film thickness gauges may be used during coating to ensure correct coating thickness.

The repair of damaged areas which are discovered in the pipe coating shall be made with the approval of the Engineer. Defective coating that requires an additional layer to be applied can be made by either spray or brush application.

Mechanical damage caused during transportation and handling shall be carried out using suitable materials for hand application as approved by the Engineer.

WELDING REQUIREMENTS

The welding material used for the production of steel piles by circumferential welding of steel pile or in the attachment of accessories shall have a tensile strength not less than the following test standards.

JIS Z 3211	-	Covered Electrodes for Mild Steel
JIS Z 3213	-	Covered Electrodes for High Tensile Strength Steel
JIS Z 3312	-	MAG Welding Solid Wires for Mild

- | | | |
|------------|---|--|
| JIS Z 3313 | - | Flux Cored Wives for Gas Shielded and self-shielded Metal Arc Welding of Mild Steel, High Strength Steel and Low Temperature Service Steel |
| JIS Z 3352 | - | Submerged Arc Welding Fluxes for Carbon Steel and Low Alloy Steel |

EXECUTION

MARKING

The pile shall be marked on with durable paint indicating:

1. Serial Number, marked close to both ends
2. Date of Arrival, marked same as (1)
3. Length of pile, marked same as (1)
4. Meters mark in two faces, throughout the length

DOCUMENTS TO BE SUBMITTED

1. Steel Pipe manufacturing plan (Steel pipe production plan, welding method, welding material, production location, production method, transportation, etc.)
2. Design plan
3. Manufacturing process
4. Shipment method and stacking plan
5. Steel pipe inspection certificate
6. Size inspection record
7. Radiographic Test record

STEEL PIPE PILES

The Contractor shall submit to the Engineer three (3) copies of test reports by the approved steel mill certifying that the steel pipe pile meets the requirements specified in these technical specifications.

REINFORCED CONCRETE

The requirements regarding testing of concrete and reinforcement used in the reinforced concrete piles and sheet piles shall be in accordance with Section "Reinforced Concrete".

SAND FILLER

The requirement regarding testing of fine aggregates shall be used.

STORAGE AND HANDLING

1. Piles may be stored in open air but on wooden sleepers to be placed in a manner so as not to cause excessive bending.

2. Piles shall be stacked on a stable yard and shall not be stacked more than three (3) tiers high.
3. All piles shall be carefully lifted at the location of the lifting points as indicated in the Drawings. Other practical and convenient methods may be used subject to the approval of the Engineer.

DRIVING OF PILES

A diesel or hydraulic pile hammer shall be used for driving the steel pipe piles.

The required weight of ram for the diesel or hydraulic pile hammer ranges from 2.5 to 3.5 tons or at least 25% (1/4) of the weight of longest pile.

Piles driven shall be held firmly in position in axial alignment with the hammer by means of leads of adequate length. Approved cushions shall be provided to the pile butts.

BEARING POWER OF PILES

Each pile shall be driven to attain not less than the required minimum bearing power shown in the pile schedule, as determined by the Hiley's Formula as follows:

$$\text{For Diesel Pile Hammer : } R = \frac{1}{6} \times \frac{2WH}{S + 2.54}$$

where : R = allowable bearing capacity of pile (tf)

 W = weight of ram (tf)

 H = fall of ram (cm)

 S = set (cm)

In case of the use of hydraulic pile hammer, the computed minimum bearing power shall be submitted to the Port Planning and Design Department (PPDD) and shall be evaluated and approved by the Designing Engineer.

DRIVING RECORDS

The Contractor shall keep complete and accurate piling records. Two (2) signed copies of these records shall be submitted to the Engineer not more than 48 hours from the date of works detailed therein. The pile records shall always be submitted with sufficient time for the Engineer's approval.

The records shall contain the following information:

1. Pile reference number
2. Pile type and Steel Grade
3. Pile Length
4. Commencing surface level and final toe level

5. Depth driven, time, date when piles were driven
6. Where required the number of blows to drive each 250 mm over the last 2.5 meter shall be recorded
7. Comments regarding unusual/unexpected driving conditions

INTERRUPTED DRIVING

When driving is stopped before final penetration is reached and/or refusal is attained, the record of pile penetration shall be taken only after a minimum of 30 cm. (12 in.) total penetration has been obtained on resumption of driving.

ALIGNMENT TOLERANCE

Piles driven shall be within the allowable tolerance in alignment of 10 cm. (4 in.) in any direction.

DAMAGED AND MISDRIVEN PILES

1. Piles shall not be more than 10 cm. (4 in.) out of place at cut-off level. All steel pipe piles shall not be more than 2% out of plumb.
2. Any pile damaged by improper driving or driven out of its proper location, or driven out of elevation fixed on the plans, shall be corrected correspondingly at the Contractor's expense by any of the following methods:
 - a. Withdrawal of the pile and replacement by a new pile.
 - b. Driving a second pile adjacent to the defective one.
 - c. Splicing an additional length.

The method to be adopted in each case shall be at the discretion of the Engineer.

EXTRACTION OF SEABED MATERIALS FROM DRIVEN PILES

Extraction of seabed materials if necessary shall be in accordance to the required elevations and sections in conformance to the drawings.

All extracted materials shall be disposed in the location approved by the Engineer in coordination with the authority.

ITEM 06 : 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 fine 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 $\text{Cl}^{(-)}$ expressed as a mass percent of cement when added to the $\text{Cl}^{(-)}$ 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 $(\text{Na}_2\text{O} + 0.658 \text{ K}_2\text{O})$, 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 weather 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
- The minimum concrete cover of reinforcement shall be as shown below unless otherwise indicated in the drawings.
 - 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