

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. PR9246995	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Contracting &amp; Procurement General Services Office, American Embassy Manila Seafront Compound, Roxas Boulevard, Pasay City</b>		7. ADMINISTERED BY (If other than Item 6) CODE _____	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO. <b>19RP3820Q0102</b>
	9B. DATED (SEE ITEM 11) 07/30/2020
	(√) 10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)
FACILITY CODE _____	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  --Is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(√)	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copy to the issuing office.

**14. DERIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Solicitation No. 19RP3820Q0102, Rehabilitation of West and South Guard Tower CH for the U.S. Embassy Manila, is hereby amended to reflect the following:

- 1) Under Section I, to delete and replace Attachment #5 – S-1 Retrofitting Details
- 2) Under Section I to delete and replace under attachment #6 Section 01010 General Paragraphs (1.5.1.3) page 01010-3.

All other terms and conditions remain unchanged and in full force effect.

15A. NAME AND TITLE OF SIGNER (Type of print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <b>JASON B. HASKINS</b>	
15B. CONTRACT/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01010

GENERAL PARAGRAPHS

PART 1. - GENERAL

- 1.1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to provide and secure **Rehabilitation of West and South Guard Tower, U.S. Embassy Chancery Compound** complete.
- 1.2. GENERAL DESCRIPTION: The work includes but is not necessarily limited to the following:

**The Contractor shall furnish all required personnel, tools of trade, equipment, materials, transportation, delivery and a competent English speaking Supervisor or Foreman who will stay at the job site every work day throughout the progress of the project in connection with to REHABILITATION OF WEST AND SOUTH GUARD TOWER at Chancery Compound in compliance with the set of drawings and technical provisions contained herein.**

**This work involves the following:**

- 1. Demolition/Cutting of underground obstruction**
- 2. Removal and replacement of guard booth**
- 3. Installation of glass window**
- 4. Installation of perimeter walls and insulation**
- 5. Installation of insulated metal door**
- 6. Installation of roof trusses and frames**
- 7. Installation of insulated roofing panels, fascia and other accessories**
- 8. Installation of ceiling frames and boards**
- 9. Installation of floor finishes (athletic or anti-fatigue floor)**
- 10. Installation of floor joist/frames**
- 11. Application of high performance on all exposed steel**
- 12. Installation of new catwalk and guardrail**
- 13. Repair of guard tower support**
- 14. Removal and replacement of existing stair and handrail.**
- 15. Retrofitting of existing support structure**
- 16. Installation of AC unit**
- 17. Installation of Electrical System**
- 18. Fabrication/Installation of Wooden shelving**
- 19. Installation of coat hook**

**20. Restoration and protection of underground and above utilities**

1.2.1. DEFINITION OF TERMS:

- 1.2.1.1. USG – United States Government
- 1.2.1.2. CO – Contracting Officer
- 1.2.1.3. COR – Contracting Officer's Representative
- 1.2.1.4. COTR – Contracting Officer's Technical Representative

1.3. LOCATION: The work shall be located at U.S. Embassy Chancery Compound, Ermita Manila approximately as shown.

1.4. PROJECT SCHEDULE AND TIME CONSTRAINTS:

1.4.1. Commencement, Prosecution, and Completion of Work: The Contractor shall be required to (a) complete the work under this contract within **Ninety (90) calendar days** after the date the Contractor receives the Notice to Proceed; (b) execute the work diligently, and (c) complete the entire work ready for use. The time stated for completion shall include final cleanup of the premises.

1.5. INFORMATION REQUIRED OF THE CONTRACTOR:

1.5.1. Subcontractors and Personnel: Furnish a list of the key personnel of the Contractor and subcontractors (including addresses and telephone numbers) for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

1.5.1.1. Superintendence by the Contractor: At all times during performance of the contract and until the work is completed and accepted, the Contractor shall directly superintend the work, or assign and have on the worksite, a competent Field Superintendent / Project Engineer who is satisfactory to the Contracting Officer or COR and has authority to act for the Contractor.

1.5.1.2. The Field Superintendent / Project Engineer to be assigned to this project is expected to be on the project site at all times for consultation(s) with regards to the progress of the project and to be able to resolve any expected / unexpected situations with the work or work performance.

1.5.1.3. ~~The Contractor shall utilize the services of experienced personnel in the repair of Genset Radiator.~~ The Contractor shall

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be responsible for all work performed by their personnel and maintain a high level quality and control associated with the works required of this project.

1.5.2. Progress Charts: The Contractor shall within **seven (7) calendar days** after receipt of Notice of Award prepare and submit to the Contracting Officer's Representative (COR) for approval, a practicable construction schedule. This schedule shall be in the form of a GANT CHART, with emphasis on the estimated START and END Dates and the duration of each work detail conforming to the sections and subsections of the Specifications.

1.5.2.1. Schedules for Construction Contracts:

1.5.2.1.1. The Contractor shall, within seven (7) calendar days after receipt of Notice of Award, or another period of time determined by the Contracting Officer or COR, prepare and submit to the Contracting Officer for approval, three (3) copies of a practicable schedule showing the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

1.5.2.1.2. The Contractor shall enter the actual progress on the chart and upon doing so, shall submit three (3) copies of the annotated schedule on a regular basis (bi-weekly, weekly or monthly), to the Contracting Officer or COR. If, in the opinion of the Contracting Officer or COR, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without any additional cost to the US Government. In this circumstance, the Contracting Officer or COR may require the Contractor to increase the number of shifts, overtime operations, days of work, and to submit for approval any supplementary schedule or schedules in chart form as deemed necessary to demonstrate how the approved rate of progress will be regained.

1.5.2.1.3. Failure of the Contractor to comply with the requirements of the Contracting Officer or COR under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient

diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

1.5.3. Network Analysis System: Optionally, the Contractor may use the Critical Path Method (CPM), the Program Evaluation and Reporting Technique (PERT), Gantt Chart, or, subject to approval of the COR, some other system which will give similar and equal information and control as that provided by the named systems, in lieu of the progress charts specified above.

1.5.4. Control of Materials and Equipment: All materials shall be accounted for during the life of the contract, and excess materials shall be disposed of after completion or termination, as directed. The Contractor's request for final payment will be subject to the approval of the COR for proper storing, accountability and disposal of materials.

#### 1.6. DIVISION OF WORK:

##### 1.6.1. US GOVERNMENT:

1.6.1.1. Government-Furnished Materials and Equipment: The Government will furnish the following materials for installation by the Contractor.

1. Electric power and water required for this project shall be supplied. The Contractor is responsible for all the connections and extensions to the work area.

2. The project shall be monitored and inspected by the COR and/or his delegated Project Inspector upon whose approval of the work will be accepted.

3. The COR shall designate the area where the Contractor can build a temporary storage and lockers space which shall be kept clean, orderly and secure at all times.

##### 1.6.2. CONTRACTOR:

1.6.2.1. DELIVERY SCHEDULE (GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT): Notify the Contracting Officer in writing at least **ten (10) calendar days** in advance of the date on which the materials and equipment will be required. Inspect new equipment in the presence of the Contracting Officer or COR to inspect for possible damaged or missing parts.

1.6.2.2. **CONTRACTOR-FURNISHED MATERIALS AND EQUIPMENT:** Uncrate new equipment in the presence of the Contracting Officer or COR to inspect for possible damaged or missing parts. Schedule with the Contracting Officer or COR a joint inspection of the materials to determine their existing condition. The Contractor shall be responsible for damage sustained by the materials after this inspection.

1.6.2.2.1. Proposed material submittals, catalog data and samples: Proposed material submittals required of the Contractor shall be submitted within **seven (7) calendar days** after Notice of Award to allow sufficient time for processing, review, approval and procurement before the Contractor is ready to use the material. No material shall be used prior to written approval. Submittals shall be prepared and assembled as follows:

1.6.2.2.1.1. Submit three (3) copies of each submittal in a **SUBMITTAL TRANSMITTAL FORM**, to be supplied by the US Government.

1.6.2.2.1.2. Present all submittals for each specification section as a complete bound volume, titled with project title and contract number.

1.6.2.2.1.3. Provide index of included items with each volume. Title the index with applicable specification section, name and number.

1.6.2.2.1.4. Assemble each volume in the same numerical sequence as specifications section paragraphs.

1.6.2.2.1.5. Hatch-out information data in catalog cuts, manufacturers brochures, reports and certificates that do not pertain to this project.

1.6.2.2.2. Catalog data shall be printed pages on permanent copies of the manufacturer's catalogs.

1.6.2.2.3. Samples in the number specified shall be marked to show the name of the material, name of supplier, contract number, segment of work where material represented by sample is to be used, and name of Contractor submitting the sample.

1.6.2.2.4. For material submittal, catalog data, and samples that fail to meet contract requirements the Contractor shall re-submit, for approval, within seven (7) days upon receipt of disapproved submittal.

**1.6.2.3. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.**

1.6.2.3.1. The Contractor shall keep on the work site a copy of the drawings and specifications and shall, at all times, give the Contracting Officer or COR access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer or COR, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer or COR shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

1.6.2.3.2. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," requirement," "order," "designation," or "prescription" of the Contracting Officer is intended and similarly the words "approve," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to," the Contracting Officer or COR, unless otherwise expressly stated.

1.6.2.3.3. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

1.6.2.3.4. Shop drawings means drawings, submitted to the USG by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the

proposed fabrication and assembly of structural elements, and (2) the installation (i.e. fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The USG may duplicate, use and disclose in any manner and for any purpose, shop drawings delivered under this contract.

- 1.6.2.3.5. If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer or COR without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer or COR will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the US Government's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer or COR, shall not relieve the Contractor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with 1.6.2.3.6.
- 1.6.2.3.6. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- 1.6.2.3.7. The Contractor shall submit to the Contracting Officer for approval four (4) copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

1.6.2.4. **CONTRACTOR'S DAILY REPORT:** The Contractor shall and deliver to the Contracting Officer or COR, a "Daily Report to Inspector", completed daily. Data to be reported includes data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor or furnished by the Government, and materials and equipment delivered to the site.

**1.7. LABOR PROVISIONS:**

1.7.1. It is the Contractor's responsibility to maintain satisfactory labor relations with his employees. Representatives of the Contracting Officer will not participate in labor relation matters unless disputes develop that interfere with the proper performance of the contract, at which time the representative may endeavor to assist in settling the difficulty or may refer the matter to the Contracting Officer for appropriate action.

1.7.2. The Contractor shall comply with all the labor laws and regulations of the Philippines, which govern the hours, wages, labor relations, fringe benefits, insurance, working conditions and other matters pertaining to labor.

1.8. **OPTIONAL REQUIREMENTS:** Where a choice of materials and/or methods is permitted herein, the Contractor will be given, the right to exercise the option unless stated specifically otherwise.

**PART 2. - EXECUTION**

2.1. **ACTIVITY REGULATIONS:** The Contractor, the Contractor's employees and subcontractor(s) shall become familiar with and obey all activity regulations including fire, traffic, safety, energy conservation, and security regulations. All personnel employed shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter any restricted areas unless required to do so and are cleared for such entry. Wear hard hats, with Contractor's name prominently displayed thereon. The Contractor's equipment shall be conspicuously marked for identification.

2.2. **PREPERFORMANCE CONFERENCE:** After the award of the contract, but prior to commencement of any work at the job site, a Pre-Performance Conference shall be held within **ten (10) calendar** days upon receipt of Notice of Award, to discuss and develop mutual understandings relative to

the administration of the safety program, and the scheduling, programming and prosecution of the work.

2.3. FIELD INVESTIGATION: Prior to start of any site work, shop drawings, and material submittal preparation and submission, the Contractor shall make arrangements to meet with the Contracting Officer's Representative at the work site for the purpose of field investigation. The field investigation shall include but not be limited to taking actual field measurements for shop drawings and material submittals preparation to assure that the proposed materials will fit in the allocated spaces; recording actual locations and capacities of existing utilities for hookup and avoidance and protection of same identifying hazard conditions for safety and removal plan; identifying and recording actual site conditions for restoration of site to condition prior to construction; etc.

2.3.1. DIFFERING SITE CONDITIONS:

2.3.1.1. The Contractor shall promptly, and before conditions are disturbed, give a written notice to the Contracting Officer of:

2.3.1.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

2.3.1.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

2.3.1.2. The Contracting Officer or COR shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

2.3.1.3. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice require; ***provided***, that the time prescribed in subsection 2.3.1.1 of this clause for giving written notice may be extended by the Contracting Officer.

2.3.1.4. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

2.3.2. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK:

2.3.2.1. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specification made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the US Government.

2.3.2.2. The US Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the US Government. Nor does the US Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

2.4. ORDER OF WORK: Work schedules shall be subject to the approval of the COR. Permission to interrupt any park roads or utility services shall be requested in writing a minimum of **three (3) calendar days** prior to the desired date of interruption. Outages of waterlines and electric power shall not be granted until the required materials are physically present on site and ready for utilization. Water and power outages shall be limited to four hours' duration except when a longer period is specifically approved by the COR.

**2.4.1. Materials and Workmanship:**

2.4.1.1. All equipment, material and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specification to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer or COR, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

2.4.1.2. The Contractor shall obtain the Contracting Officer or COR's approval of the machinery and the mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer or COR the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the contractor shall also obtain the Contracting Officer or COR's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

2.4.1.3. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer or COR may require, in writing, that the Contractor remove from the work any employee the Contracting Officer or COR deems incompetent, careless, or otherwise objectionable. The Contractor shall guarantee the quality of the workmanship for a period of one (1) year from receipt of Final Acceptance from the USG.

**2.4.2. Protection of existing Vegetation, Structures, Equipment, Utilities, and Improvements:**

2.4.2.1. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer or COR.

The Contractor shall guarantee the quality of workmanship for a period of one (1) year from receipt of Final Acceptance from the USG

2.4.2.2. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer or COR may have the necessary work performed and charge the cost to the Contractor.

2.5. WORKING HOURS: Refer to Section 01100 "Summary" for Working Hours applicable to this work. Apply for work outside regular working hours **five (5) calendar days** prior to such work in accordance with the paragraph entitled "Work Outside Regular Hours."

2.6. WORK OUTSIDE REGULAR HOURS: If the Contractor desires to carry on work outside regular hours, indicated in Section 01100, Subsection 1.4.A.2., or on non-working days and Government Holidays, the Contractor shall submit an application to the COR prior to start of work. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the COR inspecting the work in progress. The USG reserves the right to temporarily or permanently cancel permission to work outside regular hours. At night, the Contractor shall light the different parts of the work as directed by the COR. All utility interruptions shall be made after normal working hours or on weekends. Anticipated costs shall be included in the bid.

2.7. SANITATION: Adequate sanitary conveniences of a type approved for the use of persons employed on the work, shall be constructed, installed and/or located, properly secluded from public observation, and maintained by the Contractor in such a manner as shall be required or approved by COR. These conveniences shall be maintained at all times without nuisance. Upon completion of the work they shall be removed from the premises, leaving the premises clean and free from nuisance.

2.7.1. Cleaning Up: The Contractor shall at all times keep the work area including storage areas, free from accumulations of waste materials. Before completing the work the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the US Government. Upon completing the work the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer or COR.

2.8. SAFETY REQUIREMENTS:

2.8.1. Safety Program: The Contractor shall implement a safety program.

2.8.2. Administration of Safety Program: The Contractor shall confer with the COR to develop a mutual understanding relative to the administration of the Safety Program. The Contractor shall submit prior to the specified pre-construction conference a written outline of the safety provisions and precautions to be followed throughout the life of the contract. No work will be started until the written outline has been approved by the COR or his designated representative. Included in the safety outline shall be:

2.8.2.1. Identification of hazards expected to be encountered and the procedure/method of guarding or correction.

2.8.2.2. Providing each employee with initial safety indoctrination/instruction to enable the employee to perform work in a safe manner. These instructions shall include pertinent safety regulations, specific hazards expected, availability of medical facilities, reporting of accidents, and the proper use of safety equipment and traffic safety program requirements.

2.8.2.3. Warning or caution signs shall be installed within the work area during the construction to caution personnel. Prior to the commence of the construction, the required caution signs shall be coordinated with the COR.

**2.9. ACCIDENT PREVENTION:**

2.9.1. The Contractor shall provide and maintain work environments and procedures which will:

2.9.1.1. Safeguard the public and US Government personnel, property, materials, supplies and equipment exposed to Contractor operations and activities;

2.9.1.2. Avoid interruptions of US Government operations and delays in project completion dates; and

2.9.1.3. Control costs in the performance of this contract

2.9.2. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

2.9.2.1. Provide appropriate safety barricades, signs, and signal lights;

2.9.2.2. Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926, 29 CFR Part 1910; and the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation; and

2.9.2.3. Ensure that any additional measures the Contracting Officer or COR or Post Safety Officer determines to be reasonably necessary for the purposes are taken.

2.9.3. Whenever the Contracting Officer or COR becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or US Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation or corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

2.9.4. The contractor shall insert this clause, including this subsection 2.9.4 with appropriate changes in the designation of the parties, in subcontracts.

**2.9.5. NOTIFICATION OF ACCIDENT:**

2.9.5.1. One Day Notification Period: Accidents involving fatalities, disabling injuries and property damages caused as a result of construction operation will be reported to the COR immediately within the day of the accident.

2.9.5.2. Investigation of Accident: The Contractor will investigate all accidents caused as a result of construction operation to determine the causes and to provide adequate corrective actions for preventing their occurrence.

**2.10. SECURITY REQUIREMENTS:** Contractors performing work within the Compound shall comply with appropriate station security regulations. Any employee who has been determined guilty of any major offense in violation of Security Regulations may be denied access to the Compound. No employee or representative of the Contractor will be admitted to the site of the work unless satisfactory proof is presented that said employee or representative has qualified for and has been issued a pass in accordance with the appropriate regulations. Contractor's employees, in addition to possessing a valid pass, shall wear hard hats of a distinctive color with the name of the Contractor prominently displayed thereon in all designated hard hat areas.

**2.10.1. VEHICLE ENTRY REQUIREMENTS:**

2.10.1.1. Contractor's and Employees' Personal Vehicle: Submit three copies of a list of vehicles to be utilized at the work site with the following information for each vehicle:

- 2.10.1.1.1. Make
- 2.10.1.1.2. Year
- 2.10.1.1.3. Type
- 2.10.1.1.4. License Number
- 2.10.1.1.5. Expiration Date of Insurance
- 2.10.1.1.6. Policy Number

2.10.1.2. Issuance of Passes: Upon receipt of the list of vehicles, the U.S. Embassy Security Office will issue a vehicle pass for each vehicle on the list. No vehicle will be permitted on the site without a valid pass.

**2.10.2.ISSUE AND CONTROL OF CIVILIAN PASSES:**

2.10.2.1. Employees List: At least **three (3) workdays** prior to on-site performance, the Contractor shall request passes for the Contractor's employees, including subcontractors who shall perform work under this contract. The Contractor shall submit an alphabetical list (in duplicate) of employees.

2.10.2.2. Passes: Upon completion of the contract, the Contractor shall be responsible for turning in all passes of the Contractor's employees and subcontractor employees. In the latter case, the Contractor shall furnish the Contracting Officer a signed letter stating that all passes have been turned in. This letter shall be countersigned by the US Embassy Security Office...

**2.11. FIRE PREVENTION AND FIRE PROTECTION:** This includes provision of proper fire extinguishers; safe and proper storage of flammable materials and liquids; daily job site clean-up; as well as adherence to Compound Fire Regulations.

**2.12. COMPLIANCE WITH APPLICABLE REPUBLIC OF THE PHILIPPINE LAWS AND REGULATIONS:** In performing the work under this agreement, the Contractor shall abide by and comply with all relevant statutes, ordinance, laws and regulations of the Republic of the Philippines and agrees to observe and comply with all applicable requirements as to Social Security, Employees Compensation, Phil Health, PAG-IBIG, and any other matter concerning employment applicable to the contract work, and the Contractor shall also abide by and comply with such rules, regulations, directions and orders not consistent herewith as may from time to time be issued by the Government.

**2.13. FACILITIES AND SERVICES:**

**2.13.1.Operations and Storage Areas:**

2.13.1.1. The Contractor shall confine all operations (including storage of materials) on US Government premises to areas authorized or approved by the Contracting Officer or COR. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

2.13.1.2. Temporary Buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of

the Contracting Officer or COR and shall be built with labor and materials furnished by the Contractor without expense to the US Government. The temporary buildings and utilities shall remain property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

2.13.1.3. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer or COR. Then materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

2.13.2. Contractors Temporary Facilities: The Contractor shall be permitted to erect at or near the site of the work, only such temporary facilities as are specifically required by the specifications or as may be approved in writing by the Contracting Officer. Approval of the Contractor's proposal to erect temporary facilities will be granted only upon submission of a plan which indicates the nature of temporary facilities to be constructed, including layout, size, and type of construction. The Contractor's temporary facilities shall be constructed only within the area designated. The Contractor's temporary facilities shall be constructed of new or "like new" materials so as to present a general appearance which is consistent with other similar temporary facilities at the Compound. Temporary facilities shall be of sufficiently strong materials and construction so as to minimize hazards to nearby facilities during high winds. All temporary facilities shall be removed and the site restored to its original condition, when so directed by the Contracting Officer or his Authorized Representative, prior to final payment.

2.13.2.1. Engineers Field Office: Provide on the job site a temporary office for the use of the Engineers. Provide a weathertight structure with adequate cooling, toilet facilities, lighting, ventilation, a 4-foot by 8-foot plan table, a standard size office desk and chair, and working communications facilities. Provide a door with a cylinder lock and windows. Furnish utilities. Locate where

directed. Contractor quality control records shall be filed in the office and available at all times to the Contracting Officer or COR.

2.13.2.2. Contractor's Storage Area: The storage of material will be allowed where directed. The Contractor's temporary Storage Area shall be located where directed.

2.13.3. Availability of Utilities Services:

2.13.3.1. The US Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.

2.13.3.2. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer or COR, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by the US Government, the Contractor shall remove all temporary connections, distribution lines and associated paraphernalia.

2.14. Maintenance of Temporary Facilities: Maintain and suitably paint temporary facilities. Failure to do so will be sufficient reason to require their removal.

2.15. RESTRICTIONS ON OPERATIONS:

2.15.1. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.

2.15.2. Interruption to Water Service, Electric Service, and / or Air Conditioning: Such interruption shall be further limited to a minimum downtime. Limit includes time for deactivation and reactivation.

2.16. RECORDS REQUIRED OF CONTRACTOR: In addition to other records required under the contract, maintain the following:

2.16.1. As-Built Drawings: The Contractor shall maintain at the job site two sets of full size contract drawings showing any deviations which have been made from the contract drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. These drawings shall be available for review by the Contracting Officer or COR at all times. The marked sets of prints (and

one set of reproducible as-built drawings on mylar or sepia prints) shall be delivered to the COR not later than **ten (10) calendar days** from the acceptance date. Requests for progress payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the COR.

2.16.2. Post - Project Submittals: After completion of the project and not later than twenty (20) days from the acceptance date, the Contractor is required to submit the following.

2.16.2.1. Drawings: The Contractor shall maintain and update the As-built drawings of the Project. Requests for progress payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the COR. The required sets for submittal are as follows:

2.16.2.1.1. One (1) set of reproducible as-built drawings on Mylar or Sepia prints.

2.16.2.1.2. Three (3) sets of blueline prints.

2.16.2.1.3. CADD File in 3.5" HD Disks or CD-R. The CADD File should be encoded in AutoCAD Rel. 14 (or higher). A list should be submitted specifying the pen assignments and pen color.

2.16.2.2. Documentations: The Contractor is required to submit Tabulated Listings of all Finish Materials, Machinery / Equipment installed for easy reference and for future maintenance purposes. All Machinery / Equipment should include related Technical Information. These listings shall include, but is not limited to the following:

2.16.2.2.1. Finish Materials.

1. GA# 24 Roofing Sheet
2. C-Purlins
3. Tubular Bars
4. Fiber Cement Board
5. Galvanized Steel Plate
6. Galvanized Expanded Metal
7. Drywall (Sheetrock) Board
8. Acrylic Glass (Plexiglass)
9. G.I. Handrail and Post
10. Galvanized Steel Plate

- 11. Insulation Boards
- 12. Flat Bars.

2.17. SPECIAL CONDITIONS:

2.17.1. The Contractor shall have all new lines required ready for reconnection to the existing line before any interruption shall be done. No reconnection of new lines shall be done unless all materials and equipment required for the reconnection are ready for a complete reconnection of new lines.

2.17.2. Interruption shall be further limited to a minimum downtime for the existing air-conditioning system. The following work sequence shall be done to minimize downtime on system operation.

2.17.2.1. All materials and equipment required for the reconnection of lines shall be on site prior to start of work.

END OF SECTION 01010