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Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 7050738
Procuring Entity CARLOS HILADO MEMORIAL STATE COLLEGE
Title Proposed Design and Build for the Construction of Covered Court (Phase-1) - Binalbagan Campus, Brgy. Enclaro, Binalbagan City, Negros Occidental (2nd Publication)
Area of Delivery Negros Occidental

Solicitation Number:	CHMSC 20-020-0617-I	Status	Pending
Trade Agreement:	Implementing Rules and Regulations	Associated Components	8
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Civil Works	Document Request List	0
Category:	Construction Projects	Date Published	18/06/2020
Approved Budget for the Contract:	PHP 4,000,000.00	Last Updated / Time	17/06/2020 14:59 PM
Delivery Period:	330 Day/s	Closing Date / Time	14/07/2020 10:30 AM
Client Agency:			
Contact Person:	Ma. Kristina Goylos Medalla Head, BAC Secretariat Mabini Street, Brgy Zone 1 Talisay City Negros Occidental Philippines 6115 63-34-7120420 Ext.142 63-34-7128404 bac.sec@chmsc.edu.ph		

Description

CARLOS HILADO MEMORIAL STATE COLLEGE
 BIDS AND AWARDS COMMITTEE
 Talisay City, Negros Occidental
 Telefax Nos. (034)712-8404

INVITATION TO BID
 FOR PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL
 (2ND PUBLICATION)
 CHMSC 20-020-0617-I

1. The Carlos Hilado Memorial State College, through the Corporate Budget for the Contract of 2020 approved by the governing Board, intends to apply the sum of FOUR MILLION PESOS & 00/100 (Php 4,000,000.00) ONLY being the Approved Budget for the Contract (ABC) to payments under the contract for PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Carlos Hilado Memorial State College now invites bids for PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION) pursuant to the technical specifications indicated in the Terms of Reference to be provided. Completion of the Works is required within Three Hundred Thirty (330) calendar days upon receipt of Notice to Proceed. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from CARLOS HILADO MEMORIAL STATE COLLEGE and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.

The BAC Secretariat
Brgy. Zone I, Mabini St.,
Talisay City, Negros Occidental

5. A complete set of Bidding Documents may be acquired by interested bidders on June 18 – July 14, 2020 (10:00A.M.) from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00) Only.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website Carlos Hilado Memorial State College, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The CHMSC will hold a Pre-Bid conference on 11:00 A.M., June 25, 2020 at CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental or through Zoom Meeting ID No. 797 389 7583, Meeting Password 062520, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below on or before 10:30 A.M., July 14, 2020, all bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bids may be submitted through electronic mail to bac.sec@chmsc.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope_Name of Company_Project Reference Number" and "Second Envelope_Name of Company_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

Bid opening shall be on 11:00 A.M., July 14, 2020 at CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental or through Zoom Meeting ID No. 797 389 7583, Meeting Password 071420. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The Carlos Hilado Memorial State College reserves the right to reject any and all bids, declare a failure of bidding, or not to award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

MA. KRISTINA G. MEDALLA
Head, BAC Secretariat
Carlos Hilado Memorial State College
Brgy. Zone 1, Mabini St.,
Talisay City, Negros Occidental
Telefax No. (034)712-8404

SERGIO NICOLAS C. SOBREPENA, Ph.D.TM.
BAC Chairperson

Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	ONE (1) LOT	Proposed Design and Build for the Construction of Covered Court (Phase-1) - Binalbagan Campus (2nd Pub)	1	Lot	4,000,000.00

Pre-bid Conference

Date	Time	Venue
25/06/2020	11:00:00 AM	CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental

or through Zoom Meeting ID No. 797 389
7583,
Meeting Password 062520

Created by Rowena De la Vida Prado
Date Created 17/06/2020

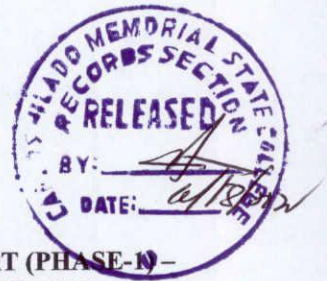
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CARLOS HILADO MEMORIAL STATE COLLEGE
BIDS AND AWARDS COMMITTEE
 Talisay City, Negros Occidental
 Telefax Nos. (034)712-8404



INVITATION TO BID
FOR PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) –
BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL
(2ND PUBLICATION)
CHMSC 20-020-0617-I

1. The *Carlos Hilado Memorial State College*, through the *Corporate Budget for the Contract of 2020 approved by the governing Board*, intends to apply the sum of **FOUR MILLION PESOS & 00/100 (Php 4,000,000.00) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
 2. The *Carlos Hilado Memorial State College* now invites bids for **PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION)** pursuant to the technical specifications indicated in the Terms of Reference to be provided. Completion of the Works is required within **Three Hundred Thirty (330) calendar days upon receipt of Notice to Proceed**. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
 3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, otherwise known as the “Government Procurement Reform Act”.
- Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.
4. Interested bidders may obtain further information from **CARLOS HILADO MEMORIAL STATE COLLEGE** and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.

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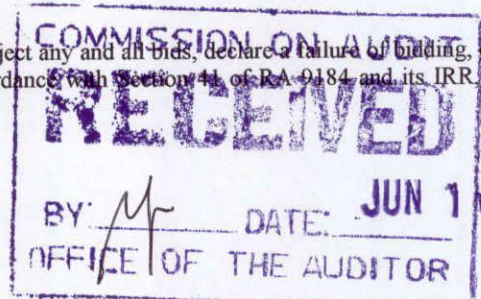
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Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

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9. For further information, please refer to:

MA. KRISTINA G. MEDALLA
 Head, BAC Secretariat
 Carlos Hilado Memorial State College
 Brgy. Zone 1, Mabini St.,
 Talisay City, Negros Occidental
 Telefax No. (034)712-8404



[Signature]
SERGIO NICOLAS C. SOBREPENA, Ph.D. TM.
 BAC Chairperson

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

This Section is intended to assist the CHMSC in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The CHMSC should specify in the BDS information and requirements specific to the circumstances of the CHMSC, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is CARLOS HILADO MEMORIAL STATE COLLEGE.</p> <p>The name of the Contract is DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION).</p> <p>The identification number of the Contract is: 7050738/CHMSC 20-020-0617-I</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the 2020 Corporate Budget of the College approved by the governing Board, in the amount of FOUR MILLION PESOS & 00/100 (Php 4,000,000.00) ONLY.</p> <p>The name of the Project is: DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE-1) - BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL (2ND PUBLICATION).</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4 (a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to Building (vertical building), and completed within the period stated in the Invitation to Bid.
8.1	<p>“Subcontracting is allowed.”</p> <p>The following works may be subcontracted:</p> <ol style="list-style-type: none"> 1. Preparation of the design package as described on the Technical Specification Part I 2. Mechanical System and Fire Protection 3. Electrical Works, Fire Alarm System and Electronics System
8.2	The prospective bidder shall submit all the required documents for all the subcontractors it intends to employ for infrastructure projects specified in Clause 12
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on:</p> <p>DATE: JUNE 25, 2020</p>

	<p>TIME: 11:00 A.M. VENUE: CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental or through Zoom Meeting ID No. 797 389 7583 Meeting Password 062520</p>															
10.1	<p>The Procuring Entity's address is:</p> <p>CARLOS HILADO MEMORIAL STATE COLLEGE Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental</p> <p>SERGIO NICHOLAS SOBREPENA, Ph.D. BAC Chairperson Tel. No. (034) 712-8404 chmsc_bacsec@yahoo.com/bac.sec@chmsc.edu.ph</p>															
10.4	No further instructions.															
12.1	<p>In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A. 9184 and the following additional documents:</p> <ol style="list-style-type: none"> 1. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the Procuring Entity; 2. Design and Construction Methods; 3. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data and; 4. Value engineering analysis of design and construction method. 5. The conceptual plans and cost estimates of the items specified in clause 5.2.1.12. #10 of the Technical Specification Part 1 must be included on the bids and to be mentioned on the presentation in MS Power Point Format and saved on a CD. 															
12.1(a)(iii)	<p>PCAB Registration/PCAB License</p> <p>Small B (up to 30M)</p>															
12.1(b)(ii.2)	<p>The minimum work experience requirements for Design key personnel are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Key Personnel</th> <th style="width: 40%;">General Experience</th> <th style="width: 30%;">Relevant Experience (years)</th> </tr> </thead> <tbody> <tr> <td>1. Licensed Architect</td> <td>Registered Architect</td> <td>3</td> </tr> <tr> <td>2. Structural Engineer</td> <td>Registered Civil Engineer</td> <td>3</td> </tr> <tr> <td>3. Professional Mechanical Engineer</td> <td>Registered Professional Mechanical Engineer</td> <td>3</td> </tr> <tr> <td>4. Professional Electrical</td> <td>Registered Professional</td> <td>3</td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience (years)	1. Licensed Architect	Registered Architect	3	2. Structural Engineer	Registered Civil Engineer	3	3. Professional Mechanical Engineer	Registered Professional Mechanical Engineer	3	4. Professional Electrical	Registered Professional	3
Key Personnel	General Experience	Relevant Experience (years)														
1. Licensed Architect	Registered Architect	3														
2. Structural Engineer	Registered Civil Engineer	3														
3. Professional Mechanical Engineer	Registered Professional Mechanical Engineer	3														
4. Professional Electrical	Registered Professional	3														

Engineer	Electrical Engineer	
5. Master Plumber	Registered Master Plumber Registered Professional	3
6. Professional Electronics Engineer	Electronics Engineer	3

The minimum work experience requirements for Construction key personnel are the following:

Key Personnel	General Experience	Relevant Experience (years)
1. Project Manager	Registered Civil Engineer	5
2. Project Engineer	Registered Civil Engineer	3
3. Materials/Quality Control Engineer	Licensed Material Engineer High School	3 3
4. Foreman		
5. Construction Safety and Health Personnel	College Graduate	3
6. Licensed Surveyor	College Level	3

12.1(b)(iii.3)

The minimum major equipment requirements are the following:

<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
1. Backhoe	0.80 cu.m.	1
2. Dump Truck	10 cu.m.	1
3. Plate Compactor		1
4. Walk – Behind		1
5. One – Bagger Mixer		1
6. Water Pump		2
7. Cutting Outfit		2
8. Concrete Vibrator		2
9. Transit Mixer		1
10. Bar Bender		1
11. Bar Cutter		1
12. Pumpcrete or Truckcrete		1
13. Welding Machine		1
14. Service Vehicle		1

13.1

The Bidder shall:

1. Fill in the prices for all items of the works described in the Summary of Bids.
2. Prepare the Detailed Unit Price Analysis (DUPA) to cover all the items in the works which upon the judgement of the Design/Build Contractor are necessary for the completion of the scope of works defined by the Drawings and Technical Specifications Part I and II.
3. The Bidder shall be responsible that all the items described on the drawings as prepared by the Design/Build Contractor shall not claim for payment of works on items specified on the drawings but not included on the DUPA unless approved in writing by the Procuring

	<p>Entity.</p> <p>4. The Bidder must ensure that the total price included the Summary of Bids prescribed in Clause 15.2.1 shall not be more than the allowable Approved Budget for the Contract (ABC). In the event that the said total calculated cost on the Summary of Bids shall be more than the ABC, the bid shall be automatically rejected.</p>
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> 1) Bid prices in the Bill of Quantities; 2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and 3) Cash flow by quarter or payment schedule.
13.2	<p>The Approved Budget for the Contract (ABC) is FOUR MILLION PESOS & 00/100 (Php 4,000,000.00) ONLY.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
14.2	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until November 11, 2020 (120 calendar days upon the date of bid opening).
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php 80,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than Php 200,000.00 (5% of ABC) if bid security is in Surety Bond.
18.2	The bid security shall be valid until November 11, 2020 (120 calendar days upon the date of bid opening).
20.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. Hard Copy and Soft Copy in PDF Format of the same documents.
21	<p>The address for submission of bids is:</p> <p>The Bids and Awards Committee Carlos Hilado Memorial State College</p>

	<p>Brgy. Zone 1, Mabini St. Talisay City, Negros Occidental</p> <p>The deadline for submission of bids is:</p> <p>DATE: JULY 14, 2020 TIME: 10:30 A.M.</p>
24.1	<p>The place of bid opening is:</p> <p>The Bids and Awards Committee Carlos Hilado Memorial State College Brgy. Zone 1, Mabini St. Talisay City, Negros Occidental or through Zoom Meeting ID No. 797 389 7583 Meeting Password 071420</p> <p>The date and time of bid opening is:</p> <p>DATE: JULY 14, 2020 TIME: 11:00 A.M.</p>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	<p>Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System.</p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
31.4(f)	<p>Additional contract documents relevant to the Project:</p> <ol style="list-style-type: none"> 1) Construction Schedule/GANTT Chart (MS Project Format) & S-curve 2) Manpower Schedule 3) Construction Methods 4) Equipment Utilization Schedule 5) Construction Safety and Health Program (approved by the DOLE) 6) PERT/CPM 7) Statement of Cash Flow & Payment Schedule

	<p>8) Organizational Chart</p>
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	<p>9) Soft Copy of all submitted documents in PDF File (submit in CD)</p>
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Section VI.
Technical Specifications
(Part I)

**Proposed Design and Build for
the Construction of Covered
Court (Phase – 1) – Binalbagan
Campus, Brgy. Enclaro,
Binalbagan City, Negros
Occidental (2nd Publication)**

PROJECT TITLE:

**PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT
(PHASE – 1) – BINALBAGAN CAMPUS, BRGY. ENCLARO, BINALBAGAN CITY,
NEGROS OCCIDENTAL**

TECHNICAL SPECIFICATIONS PART I

ARTICLE

- 1 SCOPE OF WORK
- 2 CONTRACT DOCUMENTS
- 3 DEFINITIONS
- 4 D/B CONTRACTOR'S GENERAL RESPONSIBILITIES
- 5 PRE-CONSTRUCTION PHASE
 - 5.1 PRE-CONSTRUCTION SERVICES
 - 5.1.1 General Coordination
 - 5.1.2 Constructability Program
 - 5.1.3 Budget and Cost Consultation
 - 5.1.4 Coordination of Design and Construction Contract Documents
 - 5.1.5 Construction Planning and Bid Package Strategy
 - 5.1.6 Safety
 - 5.2 DESIGN SERVICES
 - 5.2.1 General Responsibilities
 - 5.2.2 Pre-Design Stage
 - 5.2.3 Schematic Design Stage
 - 5.2.4 Design Development Stage
 - 5.2.5 Construction Documents Stage
 - 5.2.6 Review Drawings
 - 5.2.7 Additional Design Services
- 6 CONSTRUCTION PHASE SERVICES
 - 6.1 General Responsibilities
 - 6.2 Construction Contract Administration
 - 6.3 D/B Contractor's Personnel and Sub consultants
- 7 PROCURING ENTITY'S RESPONSIBILITIES
- 8 OWNERSHIP AND USE OF DOCUMENTS
- 9 TIME
- 10 ELECTRICAL DESIGN CONCEPTS

ARTICLE 1 SCOPE OF WORK

The Design/Build Contractor has overall responsibility for and shall provide complete Pre-Construction Phase Services and Construction Phase Services and furnish all design services, materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Procuring Entity's requirements and the terms of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS

The Contract Documents form the entire and integrated Contract between Design/Build Contractor and supersede all prior negotiations, representations or agreements, written or oral. The Contract Documents consist of:

- 2.1 This Agreement and all attachments hereto;
- 2.2 The Technical Specifications for Building Construction Contracts for Carlos Hilado Memorial State College;
- 2.3 Special Conditions of the Contract prepared by the Procuring Entity;
- 2.4 The Procuring Entity's Design Guidelines;
- 2.5 The Campus Master Plan;
- 2.6 All Addenda issued prior to the Effective Date of this Agreement;

- 2.7 The Subcontracting Plan for Design Phase Services;
- 2.8 The Subcontracting Plan for Construction Phase Services when accepted by the Procuring Entity;
- 2.9 All Additional Services Proposals when accepted by the Procuring Entity;
- 2.10 All Change Orders issued after the Effective Date of this Agreement;
- 2.11 The Drawings and Specifications developed by Design/Build Contractor and accepted by Procuring Entity;
- 2.12 The Drawings and Specifications developed or prepared by Procuring Entity's PPDM and Project Management Team; and
- 2.13 Any other documents listed in this Agreement.

ARTICLE 3 DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have the meanings given in the General Conditions of Contract Conditions and as follows.

3.9 **“Estimated Construction Cost”** means the total cost of all elements of the project, including, without limitation, all alternates, allowances and contingencies, designed and specified by the Design/Build Contractor. The Estimated Construction Cost shall include, at current market rates with a reasonable allowance for overhead, profit and price escalation, the cost of labor and materials furnished by the Procuring Entity and any equipment which has been shown in the plans, specified, and specially provided for by the Design/Build Contractor. Estimated Construction Cost does not include Design Phase Fees. Estimated Construction Cost does not include the cost of the land, rights-of-way, or any costs that are the responsibility of the Procuring Entity.

3.10 **“General Conditions Costs”** means costs incurred and minor work performed on the jobsite by the Design/Build Contractor without the need for competitive bids/proposals. The allowable General Conditions items are further described in the Agreement and limited by attached exhibit.

3.11 **“Standards and Standard Specifications”** means the construction and design requirements and standards of Carlos Hilado Memorial State College Office of Facilities Planning and Construction (“”), and various building and life safety codes as specified in the Procuring Entity’s Design Guidelines which are incorporated by reference.

3.12 **“Subcontractor”** means a person or entity who has an agreement with the Design/Build Contractor to perform any portion of the Work. The term Subcontractor does not include the any person or entity hired directly by the Procuring Entity.

3.13 **“Total Project Cost”** or “TPC” means the total budget established for the Project by the Board of Trustees of Carlos Hilado Memorial State College at the end of the design development phase (subject to subsequent modification by Procuring Entity), which includes but is not limited to professional services costs, Design/Build Contractor’s costs, the costs of the General Conditions items, furniture, fixtures and equipment costs, landscaping costs, moving costs, and other miscellaneous costs.

3.14 **“Work”** means the provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Pre-Construction Phase Services, Design Services, the GMP proposal, the Construction Phase Services, and any Additional Services and other services required. The term “reasonably inferable” takes into consideration the understanding of the parties that not every detail will be shown on the Drawings and included in the Specifications.

ARTICLE 4 DESIGN/BUILD CONTRACTOR’S GENERAL RESPONSIBILITIES

4.1 Design/Build Contractor shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Contract Documents as necessary for completion of the Work and the Project. Design/Build Contractor agrees to perform these services using its best efforts, skills, judgments and abilities.

4.1.1 The Design/Build Contractor shall hire a design firm to implement the design requirements for the complete building structure including but not limited to all disciplines (i.e. structural, architectural, electrical, mechanical, plumbing, fire protection, fire detection and alarm, electronic and auxiliary systems). The hiring of the said design firm shall be covered by a notarized MOA between the design/build contractor and the design firm.

4.1.2 The construction scope of the Design/Build Contractor shall cover items awarded through this contract. The succeeding construction phases will be covered by separate contracts.

4.1.3 The design firm will responsible for the design phases of the projects specifically on the following:

- 4.1.3.1 Design of all components
- 4.1.3.2 Preparation of plans

4.1.3.3 Sign and seal of all plans and documents

4.1.3.4 Attendance to all coordination meetings, site inspections and other essential consultancy services as and when required during the implementation of all phases of the entire project.

4.2 Design/Build Contractor shall coordinate with the Project Management Team and endeavor to further the interests of the Procuring Entity and the Project. Design/Build Contractor shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the Procuring Entity and in accordance with the Project Schedule.

4.3 Within three (3) days of receipt of the Notice to Proceed with Pre-Construction Phase Services, the Design/Build Contractor shall submit for the Procuring Entity's review and acceptance a CPM Milestone Schedule in accordance with the Project Planning and Scheduling requirements of the Procuring Entity's Specifications. The CPM Milestone Schedule shall encompass the entire Project duration, including performance of the both the Pre-Construction Phase Services and the Construction Phase Services with sufficient total Project float to allow for a minimum of Construction Phase float as specified.

4.4 The CPM Milestone Schedule for the Pre-Construction Phase of the Project shall include reasonable amounts of time for the Procuring Entity's review and approval of design drawings and specifications and for approval of authorities having jurisdiction over the Project.

4.5 Upon acceptance of the CPM Milestone Schedule, it shall become the baseline for evaluating performance of the Project and Design/Build Contractor shall monitor the progress of the Project in relation to the CPM Milestone Schedule and provide the Procuring Entity with at least weekly updates and status reports as outlined in the Procuring Entity's Specifications. The time periods established in the CPM Milestone Schedule for the Pre-Construction Phase and the Construction Phase and the overall duration of the Project shall not be changed without written consent from the Procuring Entity. Modifications to the CPM Milestone Schedule logic, coding, layouts and filters, detail, and activity durations shall be in accordance with the Procuring Entity's Specifications.

4.6 Design/Build Contractor shall designate representative preferably an architect or a civil engineer authorized to act on the Design/Build Contractor's behalf with respect to the Project.

4.7 Design/Build Contractor shall establish procedures for communication and coordination among the Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.

4.8 Design/Build Contractor shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Procuring Entity's meeting and when requested.

4.9 Fast Track/Multiple Completion Times. If the Procuring Entity elects to "fast-track" or develop the Project in multiple stages, Design/Build Contractor shall organize and perform its services as appropriate to each stage. Each stage of the Project may have a unique schedule for completion and a specific CONTRACT VALUE, at Procuring Entity's discretion.

4.10 Design/Build Contractor shall identify to the Project Management Team the employees and other personnel that it will assign to the Project. Design/Build Contractor shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Procuring Entity, Design/Build Contractor shall not remove or replace the persons or entities assigned to the Project except with the Procuring Entity's written consent, which consent shall not be unreasonably withheld. Design/Build Contractor shall not assign to the Project or contract with any person or entity to which Procuring Entity has a reasonable objection. Design/Build Contractor shall promptly update the list of persons and consultants if they change during the course of the Project.

ARTICLE 5 PRE-CONSTRUCTION PHASE

The Pre-Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Procuring Entity and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Design/Build Contractor is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. The Design/Build Contractor shall perform the following Pre-Construction Phase Services.

5.1 PRE-CONSTRUCTION SERVICES

5.1.1 General Coordination

5.1.1.1 The Design/Build Contractor's Pre-Construction Phase Services team shall attend Project Management Team meetings with the Procuring Entity, the Procuring Entity's representatives, and the Design/Build Contractor at regularly scheduled intervals throughout the Pre-Construction Phase

5.1.1.2 Provide a preliminary evaluation of the Procuring Entity's Design Criteria and the CONTRACT VALUE, each in terms of the other.

5.1.1.3 Review and understand the standards and requirements in Procuring Entity's Specifications and perform all services in accordance with those standards and requirements.

5.1.1.4 Visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required. The frequency and total number of such visits will be upon the discretion of the Design/Build Contractor the cost of which will be deemed included within the project cost.

5.1.1.5 Provide recommendations and information to the Project Management Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Design/Build Contractor and Procuring Entity's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule (as defined herein) and the CONTRACT VALUE.

5.1.1.6 Select and direct the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop additional information for the design or construction of the Project.

5.1.2 Constructability Program

5.1.2.1 Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by a licensed engineer.

5.1.2.2 Prepare a "Request for Information" that identifies items that, in the Design/Build Contractor's opinion, may negatively impact construction of the Project. The RFI shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders

Services provided for the Project. Nothing in this Agreement shall create any contractual obligation from the Procuring Entity to the Project Architect or other design professionals not hired directly by the Procuring Entity.

5.2.1.5 The Project Architect shall be responsible for managing the Design Services so as to insure that the Project, as designed, can be constructed for an amount that is within CONTRACT VALUE and will achieve the energy and operational savings required by the Contract. The obligation to design the Project so as to achieve the Program objectives of scope and cost shall continue through completion and acceptance of Construction Documents. Any adjustment to the scope or quality considered necessary to comply with the CONTRACT VALUE or the Program during the design phase shall be mutually agreed upon and shall be considered normal to that process.

5.2.1.6 The Design/Build Contractor shall submit the names of all proposed consultants for Design Services, including the Project Architect and any of its consultants, for approval by the Procuring Entity, which approval shall not be unreasonably withheld. The Design/Build Contractor shall provide the Procuring Entity with a copy of the fully executed contract or agreement authorizing services by any such consultant. All such contracts shall provide that the consultants are bound to Design/Build Contractor in the same manner and to the same extent as Design/Build Contractor is bound to Procuring Entity.

5.2.1.7 The Design Services shall incorporate current technology as appropriate to the stated mission of the institution and the programmed functional activities that is compatible with any existing facility and acceptable to the Procuring Entity.

5.2.1.8 All Design Services for the Project shall be provided in accordance with the Procuring Entity's Design Guidelines, Design Criteria, which are incorporated herein by reference, and any other criteria applicable to the facility program and the needs of the institution.

5.2.1.9 The Design/Build Contractor warrants to Procuring Entity the sufficiency and completeness of all Design Services performed and that all drawings, specifications, and other information furnished or provided by Design/Build Contractor shall be free from material errors and omissions. Approval or acceptance of any Design Services by Procuring Entity shall not in any way release Design/Build Contractor from any duty, responsibility or liability for such services, it being understood that Procuring Entity is at all times relying upon Design/Build Contractor's skill and knowledge in performing the Design Phase Services.

5.2.1.10 Procuring Entity shall have the right to reject any defective Design Services or other defective Work on the Project of which Procuring Entity becomes aware and Design/Build Contractor shall promptly correct any such defect at Design/Build Contractor's expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the Design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by Design/Build Contractor, Design/Build Contractor shall promptly correct any such damage or defect at no additional cost to the Procuring Entity. Should the Design/Build Contractor refuse or neglect to correct any such damage or defect within a reasonable time after notice, Procuring Entity may cause the damage or defect to be corrected and withhold payment or collect monetary damages equal to the cost of replacing or repairing the defective Work.

5.2.1.11 Procuring Entity may elect, at its option, to stage or to "fast-track" construction of the Project in different stages. Such stages may or may not overlap. Design/Build Contractor shall perform Design Services in staged packages as appropriate to each stage of construction which may result in differing schedules and reviews for the completion of each design stage and for each stage of planned construction.

5.2.1.12 At each stage of the Design Services, Design/Build Contractor shall prepare the drawings and implement the following services as appropriate:

- | |
|--|
| <ol style="list-style-type: none">1. Architectural Design1.1. Ground Floor Plan |
|--|

- 1.2. Floor Finishes Plan
- 1.3. Ground Floor Reference Plan
- 1.4. Ground Floor Inverted Ceiling Plan
- 1.5. Front Elevation, Left Side Elevation
- 1.6. Rear Elevation, Right Side Elevation
- 1.7. Cross Section
- 1.8. Longitudinal Section
- 1.9. Logo Details, Signages, Louver Details
- 1.10. Elevation Details
- 1.11. Perspective Plan with Index of Drawings
2. STRUCTURAL
 - 2.1. General Notes
 - 2.2. Standard Details
 - 2.3. Foundation Plan
 - 2.4. Roof Structure Details.
 - 2.5. Schedule of Footings and Typical Details
 - 2.6. Wall Footing Details
 - 2.7. Schedule of Tie Beams and Typical Details
 - 2.8. Slab on Grade Detail (Typical)
 - 2.9. Schedule of Columns and Typical Details
3. Sanitary/Plumbing Design
 - 3.1. General Notes, Legend and Symbols, Material Specifications, Miscellaneous Details
 - 3.2. Ground Floor Drainage Layout
 - 3.3. Sewer and Vent Isometric Layout
 - 3.4. Drainage Isometric Layout
4. Mechanical & Fire Protection Design
 - 4.1. Fire Protection System (Compliant with BFP requirements)
5. Electrical and Electronics Design
 - 5.1. Electrical and Electronic General Notes, Legends and Symbols
 - 5.2. Single Line Diagram
 - 5.3. Schedule of Loads
 - 5.4. Complete Diagram and Layout of the following systems
 - 5.4.1 Lightings
 - 5.4.2 Power
 - 5.4.3 Lightning Protection and Grounding System
 - 5.4.4 Public Address and Background Music
 - 5.5. Detailed Drawing of Device Mounting and Installation
6. Minimum Philippine Green Building Code Compliant
The Design and Plans must incorporate the following aspects of the Philippine Green Building Code of 2015:
 - 6.1 Energy Efficiency
 - 6.2 Water Efficiency
 - 6.3 Material Sustainability
 - 6.4 Site Sustainability
 - 6.5 Indoor Environmental Quality
7. Preparation of the Preliminary Plans and As Built Drawings. Sign and Seal all Plans for building and occupancy permits.
8. Preparation of Bill of Quantities
 - 8.1. Preparation of the Detailed Unit Price Analysis showing all items to be incorporated into the works. Those items mentioned on the drawings but not listed on the BOQ and are deemed necessary for the completion of works shall be implemented on site.

9. Installation of temporary fencing.

Architectural Design

1. Ecological Architecture Concept
2. ~~Prints/ documents/ materials to aid in environment~~

5.2.1.14 Design/Build Contractor shall seek to comply with the optimum Performance Standards of PD 1096 and provide a Statement of Compliance certifying that the project design complies with the standards.

5.2.1.15 Design/Build Contractor shall not proceed to any subsequent stage of Design Services until Procuring Entity has authorized Design/Build Contractor to proceed in writing, except at the Design/Build Contractor's sole financial risk.

5.2.2 Pre-Design Stage

5.2.2.1 The Design/Build Contractor shall provide a preliminary evaluation of the Procuring Entity's Design Criteria and the CONTRACT VALUE, each in terms of the other.

5.2.2.2 The Design/Build Contractor shall visit the site to become sufficiently familiar with the existing facilities, systems and conditions to ensure that the Project as designed will functionally interface with the existing conditions as required.

5.2.2.3 The Design/Build Contractor shall review laws applicable to the design and construction of the Project and advise the Procuring Entity if any program requirement may cause a violation of such laws.

5.2.2.4 Before proceeding to the Schematic Design Stage, the Design/Build Contractor shall obtain Procuring Entity's written approval of the Facility Program and the preliminary construction cost estimate and written authorization to proceed.

5.2.3 Schematic Design Stage

5.2.3.1 Based on the approved pre-design documents and any adjustments to the Program or CONTRACT VALUE authorized by the Procuring Entity, the Design/Build Contractor shall develop sufficient alternative approaches to design and construction of the Project and review them with the Procuring Entity. The Design/Build Contractor shall prepare Schematic Design documents and a preliminary construction cost estimate and submit them to the Procuring Entity for approval. The construction cost estimate shall affirm adherence to the CONTRACT VALUE.

5.2.3.2 The Design/Build Contractor shall furnish and deliver to the Procuring Entity the number of complete printed sets of Schematic Design documents as required.

5.2.3.3 Before proceeding to the Design Development Stage, the Design/Build Contractor shall obtain Procuring Entity's written authorization to proceed and the Procuring Entity's approval of the preliminary construction cost estimate. The total of all the costs include the Pre-Design and Design stages shall in no way exceed the Contract Value without the approved Change Order.

5.2.4 Design Development Stage

5.2.4.1 Based on the approved Schematic Design documents and any adjustments to the Program or CONTRACT VALUE authorized by the Procuring Entity, the Design/Build Contractor shall prepare Design Development documents and a detailed construction cost estimate and submit them to the Procuring Entity for approval. The Design Development Documents shall fix and describe the size and character of the entire Project, including site work, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The detailed construction cost estimate shall confirm adherence to the CONTRACT VALUE

5.2.4.2 The Design/Build Contractor shall furnish and deliver to the Procuring Entity the number of complete printed sets of Design Development documents as required.

5.2.4.3 The Design/Build Contractor shall prepare presentation materials as described in Procuring Entity's Design Guidelines at completion of Design Development and, if requested, present them at a Board of Trustees meeting.

5.2.4.4 Before proceeding into the Construction Document Stage, the Design/Build Contractor shall obtain Procuring Entity's written approval of the Design Development documents.

5.2.5 Construction Documents Stage

5.2.5.1 Based on the approved Design Development Documents and any further adjustments to the Program, the CONTRACT VALUE or the Project Construction Cost as authorized by the Procuring Entity, the Design/Build Contractor shall prepare Construction Documents consisting of Drawings and Specifications and submit them to the Procuring Entity for approval. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall provide for the construction of the Project within the approved Contract Value.

5.2.5.2 The Construction Documents shall be consistent in all material respects with Design/Build Contractor's prior design proposals to Procuring Entity and within the approved Contract Value.

5.2.5.3 The Design/Build Contractor shall submit the construction phasing and scheduling, the construction contract time period, and such other construction conditions considered appropriate for the Project. Under no circumstance will the pre-design, design and construction phases shall exceed the contract period stipulated on the signed agreement unless an extension of time is duly approved by the Board of Trustees or is authorized representative.

5.2.5.4 The Design/Build Contractor shall assist and advise the Procuring Entity and the PMT in connection with the Procuring Entity's responsibility and procedures for obtaining approval of concerned governmental authorities having jurisdiction over the Project.

5.2.5.5 The Design/Build Contractor shall furnish and deliver to the Procuring Entity the number of complete printed sets of Construction Documents as required.

5.2.5.6 Following Procuring Entity's approval of the Construction Documents, Design/Build Contractor shall deliver to the Procuring Entity Computer-aided Design and Drafting ("CADD") system copies of the Construction Documents in the format and media specified by the Procuring Entity.

5.2.5.7 Following Procuring Entity's approval of the Construction Documents, Design/Build Contractor shall not be entitled to any adjustment in the approved Project Construction Cost except for changes in Project scope or quality which materially increase or decrease the cost to construct the Project that are ordered by Procuring Entity in writing.

5.2.6 Review Drawings

5.2.6.1 The Design/Build Contractor, at its sole expense, shall provide Procuring Entity with the required number of design document review sets at each required stage of completion:

5.2.6.2 The Design/Build Contractor shall incorporate into the documents such corrections and amendments as the Procuring Entity requests at each stage review, unless the Design/Build Contractor objects to such changes in writing and Procuring Entity agrees to the objections. Any additional cost incurred due to Design/Build Contractor's failure to incorporate Procuring Entity's requested corrections and amendments shall be borne by the Design/Build Contractor.

5.2.6.3 Design/Build Contractor shall identify to Procuring Entity in writing anything in Design/Build Contractor's drawings and specifications and any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Design/Build Contractor (by Procuring Entity or any other party) that Design/Build Contractor regards as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Design/Build Contractor shall be solely responsible for the use of such documents or data unless Design/Build Contractor advises Procuring Entity in writing that in its opinion such documents or data are unsuitable, improper, or

inaccurate and Procuring Entity instruct the Design/Build Contractor in writing to proceed in accordance with the documents or data as originally given.

5.2.6.4 The Design/Build Contractor shall pay all costs for plans, specifications and other design and construction documents used by the Design/Build Contractor and its consultants and subcontractors, and all documents produced for review by the Procuring Entity, except for changes generated solely by Procuring Entity.

5.2.6.5 If any of the plans, specifications and other design and construction documents or other work materials produced or used by Design/Build Contractor pursuant to this Agreement are damaged or destroyed by fire or other casualty, Design/Build Contractor shall prepare and provide Procuring Entity with new copies of any such documents or materials, at no additional cost to Procuring Entity, unless Design/Build Contractor or Procuring Entity has a complete and undamaged set thereof.

5.2.7 Additional Design Services

5.2.7.1 Additional Design Services shall be provided by the Design/Build Contractor and paid for in accordance with this Agreement by the Procuring Entity if authorized in writing in the form of a Variation or Change Order by the Procuring Entity. Prior to commencing any Additional Design Service, Design/Build Contractor shall submit to the Procuring Entity an Additional Services Proposal in a form acceptable to the Procuring Entity. The Additional Services Proposal shall describe in detail the nature or scope of the Additional Design Services, the basis upon which Design/Build Contractor believes that such services are Additional Services, the maximum amount of fees and reimbursable expenses for performance of the Additional Services, and a proposed schedule for the performance of the Additional Services. Design/Build Contractor shall proceed with the Additional Design Service only after written acceptance by Procuring Entity of the Additional Services Proposal in the form of a Variation or Change Order.

5.2.7.2 Upon acceptance by Procuring Entity, each Additional Services Proposal and the services performed by Design/Build Contractor pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement

5.2.7.3 The following services, if requested by the Procuring Entity, are Additional Design Services:

- a. Providing financial feasibility or other special studies other than as they relate to energy conservation and guaranteed savings, and the cost of the Project.
- b. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- c. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- d. Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by the Procuring Entity.
- e. Providing coordination of Work performed by Procuring Entity's separate Contractors or by the Procuring Entity's own forces.
- f. Providing services in connection with the Work of separate consultants retained by the Procuring Entity.
- g. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Procuring Entity or due to Changes approved by the Procuring Entity and not due to errors or omissions by the Project Architect.
- h. Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

- i. Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as necessary and appropriate for the performance of the Design Phase Services required in connection with construction performed by the Procuring Entity.
- j. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work provided that the damage was not caused wholly or in part by the Design/Build Contractor or a Subcontractor.
- k. Providing services after final payment or expiration of the Warranty, whichever is later, except as otherwise required by the Contract.
- l. Preparing to serve or serving as an expert witness at the request of the Procuring Entity in connection with any public hearing, arbitration proceeding or legal proceeding.
- m. Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural or engineering practice.
- n. Providing a Commissioning Consultant to provide commissioning expertise through the Program, Schematic Design, Design Development, Construction Document and Construction Services Phases of the Project. The Commissioning Consultant shall review input related Project objectives, methods and concepts of commissioning.

ARTICLE 6 CONSTRUCTION PHASE SERVICES

6.1 The Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed issued by Procuring Entity and shall continue until Final Completion of all Work prescribed herein. Both the Pre-Construction Phase Services and the Construction Phase Services shall be included within the contract period specified on the relevant clauses of the contract.

The Design/Build Contractor shall perform the following Construction Phase Services.

6.2 GENERAL RESPONSIBILITIES

- 6.2.1 Construct the Work in strict accordance with the Construction Documents and as required by the Procuring Entity's Specifications within the time required by the Project Schedule approved by Procuring Entity.
- 6.2.2 Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Procuring Entity.
- 6.2.3 Designate in writing a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be the Procuring Entity's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and the Procuring Entity. The designated representative shall be authorized to act on behalf of and bind the Design/Build Contractor in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.
- 6.2.4 Attend Procuring Entity's regularly scheduled Project progress meetings and fully advise the Project Management Team of the Project status including schedule, costs, quality and changes.
- 6.2.5 In addition to attending Procuring Entity's regularly scheduled Project progress meetings, Design/Build Contractor shall schedule, direct and attend interim progress meetings with other members of the Project Management Team as required to maintain Project progress. Design/Build Contractor shall record and distribute the minutes of each meeting to each Project Management Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

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- 6.2.6 In accordance with the current and latest governmental laws, orders, instructions and policies, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.
 - 6.2.7 Obtain building permits and special permits for permanent improvements as required by law or the Construction Documents. Assist Procuring Entity or Design/Build Contractor in obtaining all approvals required from authorities having jurisdiction over the Project.
 - 6.2.8 Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.
 - 6.2.9 Be responsible for all construction means, methods, techniques, equipment, and materials.

- n. Location of pumps must be coordinated with the plumbing and sanitary design.
- o. Lightning arrester must be properly grounded and located in an appropriate location on top of the building so as to completely protect the building.
- p. The building must be adequately grounded.
- q. See revised location of air conditioning units based on mechanical conceptual design.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Section III. Bid Data Sheet, the clauses in this Section are intended to assist the CHMSC in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the CHMSC, Philippines, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.17	<p>The Intended Completion Date is</p> <p>330 calendar days upon receipt of the Notice to Proceed</p> <p>Breakdown of 300 calendar days are as follows:</p> <p>60 days for design and building permit processing.</p> <p>240 days for actual construction with 30 days included for unfavorable weather condition.</p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>
1.22	<p>The Procuring Entity is</p> <p>CARLOS HILADO MEMORIAL STATE COLLEGE BRGY. ZONE 1, MABINI STREET TALISAY CITY, NEGROS OCCIDENTAL</p>
1.23	<p>The Procuring Entity's Representative is</p> <p>SERGIO NICHOLAS SOBREPEÑA, Ph.D. BAC CHAIRPERSON CARLOS HILADO MEMORIAL STATE COLLEGE BRGY. ZONE 1, MABINI STREET TALISAY CITY, NEGROS OCCIDENTAL</p>
1.24	<p>The Project Site is located at CARLOS HILADO MEMORIAL STATE COLLEGE, BINALBAGAN CAMPUS, BINALBAGAN CITY, NEGROS OCCIDENTAL.</p>
1.28	<p>The Start Date is Upon receipt of Notice to Proceed.</p>
1.31	<p>The Works consist of the items defined in the following:</p> <ol style="list-style-type: none"> 1. Technical Specifications Part I and 2. Technical Specifications Part II
2.2	<p>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</p>
5.1	<p>The CHMSC shall give possession of all parts of the Site to the Contractor upon receipt of Notice to Proceed by the latter.</p>
6.5	<p>The Design and Build Contractor shall employ the following Key Personnel:</p> <p>A. Design Firm or Design Key Personnel:</p> <ol style="list-style-type: none"> 1. Licensed Architect 2. Structural Engineer 3. Professional Mechanical Engineer

4. Professional Electrical Engineer
5. Master Plumber
6. Professional Electronics Engineer

B. Project/Construction Key Personnel:

1. Project Manager
2. Project Engineer
3. Materials/Quality Control Engineer
4. Foreman
5. Construction Safety and Health personnel
6. Licensed Surveyor

C. The Contractor must ensure that nominated and/or approved key personnel will not be demobilized from site unless replacement is duly evaluated and approved by the Procuring Entity through its duly authorized representative.

D. The non-availability of any of the key personnel for construction from the project site will be subject to penalty/deduction from the next billing:

No.	Key Personnel	Amount of Deduction per Day of Non-appearance
1	Project Manager	Php1,000.00
2	Project Engineer	Php900.00
3	Materials/Quality Control Engineer	Php700.00
4	Foreman	Php700.00
5	Construction Safety & Health Personnel	Php800.00
6	Licensed Surveyor	Php700.00

E. The following condition will be ground for withholding of payment for the next billing.

1. Poor Supervision and inaction of the concerned contractor to the items and points included on Project Manager's Instruction (PMI's), Site Observation Reports (SOR's), Official Letters and other form of instructions and reports related to any observed non-conformity and non-compliance to the relevant clauses of the contract and the technical specifications – Php1,000.00/point.
2. Prescribed (PPE's) Personal Protective Equipment
 - 2.a No safety hats – Php500.00/worker/day of occurrence
 - 2.b No safety shoes – Php500.00/worker/day of occurrence
 - 2.c Non-availability or improper use of the body harness and other life-saving equipment on site – Php500.00/worker/day of occurrence.
 - 2.d Cigarette butts found inside the site premises – Php100.00/butts.
3. Implementation of critical works without permit such as concrete pouring, installation of devices, wires and conduits without prior samples and approval and other forms of work –

Php10,000.00/point.

4. Non-submission of reports such as but not limited to, Daily Reports and Look Ahead Schedules- Php. 1,000.00/day of occurrence and delay.
5. Non-submission of brochures and samples of materials prior to

	Entity's Representative within fifteen (15) days of delivery of the <i>Notice of Award</i>
31.3	<p>The period of Program of Work updates is every fifteen (15) days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is FIFTEEN THOUSAND PESOS (Php15,000.00) only. Other relevant rules and regulations as well as communication protocol shall be discussed during the pre-bid conference and shall form part of the contract. Copy of which given to the contractor on the date for the conduct of the pre-construction conference.</p>
34.3	The Funding Source is the Government of the Philippines.
39.1	<ol style="list-style-type: none"> 1. The amount of the advance payment is fifteen (15%) percent of the Contract Price, representing mobilization fund. The mobilization fund will be released on two installments as follows: <ol style="list-style-type: none"> a. Eight percent (8%) upon the submission of the application for the Building Permit inclusive of the revised drawings; and b. Seven percent (7%) upon the installation of temporary facilities (tempfacil) e.g. bunk houses, perimeter fences, batter boards and the approval and adoption of the For Construction Drawings (FCD) of the infrastructure building. 2. Provided that the contractor shall not incur a slippage of (-15%)

**PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF
 COVERED COURT (PHASE – 1) - BINALBAGAN CAMPUS, BRGY.
 ENCLARO, BINALBAGAN CITY, NEGROS OCCIDENTAL
 (2ND PUBLICATION)**

ITEM	DESCRIPTION	PROJECT CONSTRUCTION COST
A.	DESIGN AND PLANS	
A.1.	STRUCTURAL WORKS	
A.2.	ARCHITECTURAL WORKS	
A.3.	MECHANICAL WORKS	
A.4.	FIRE PROTECTION SYSTEM	
A.5.	ELECTRICAL WORKS	
A.6.	PLUMBING WORKS	
A.7.	Sub. Total (DESIGN AND PLANS)	
B.	CONSTRUCTION	
B.1.	GENERAL REQUIREMENTS	
B.2.	STRUCTURAL WORKS	
B.3.	ARCHITECTURAL WORKS	
B.4.	MECHANICAL WORKS	
B.5.	FIRE PROTECTION SYSTEM	
B.6.	ELECTRICAL WORKS	
B.7.	PLUMBING WORKS	
B.8.	Sub. Total (CONSTRUCTION)	
C.	TOTAL DIRECT COST (A.7 + B.8)	
D.	MISCELLANEOUS AND CONSUMABLES	
E.	OVERHEAD, ADMIN AND PROFIT	
F.	TOTAL INDIRECT COST (D+E)	
G.	TOTAL COST (C+F)	
H.	VAT (12% OF ITEM G)	
I.	GRAND TOTAL PROJECT COST (G+H)	

NOTE:

We understand that the total preparation of the design and plans including the signatures and seal for all disciplines for the application of the building and occupancy permits shall not exceed 3% of the total direct cost (Item C Above).

Signature of Bidder _____

Name of Firm _____

Date _____



Carlos Hilado Memorial State College

Alijis Campus | Binalbagan Campus | Fortune Towne Campus | Talisay Campus

To be a leading GREEN institution of higher learning in the global community by 2030
(Good governance, Research-oriented, Extension-driven, Education for Sustainable Development & Nation-building)

PROJECT TITLE: Design and Build for the Construction of Covered Court Phase-1

PROJECT LOCATION: CHMSC- Binalbagan Campus

SUBJECT: Design Parameters

- **Architectural Design**

1. Painting component with resistance to acidic environment
2. Provide skylight roofing

- **Civil / Structural Design**

1. Excavation and compaction works
2. Structural steel and concrete design
3. Structural analysis and design
4. Covered court flooring with epoxy liner

- **Plumbing / Sanitary Design**

1. Storm drain system with outlet connecting to the campus existing drainage layout
2. Gutter and downspout system

- **Electrical Design**

1. Lighting system with sufficient wattage to illuminate the covered court sports activity
2. Power system (movable power box required)

- **FDAS**

1. Conventional fire extinguisher with permit

- **Auxiliary**

1. Putting in of insulation foam to the entire covered court roofing

- **Scope of Works and Bill of Quantities**

- **Health, Safety and Environmental Full Compliance**

- **Signed and Sealed all Plans and Permits for Building Construction, As built Plan and Building Occupancy**





PERSPECTIVE 1

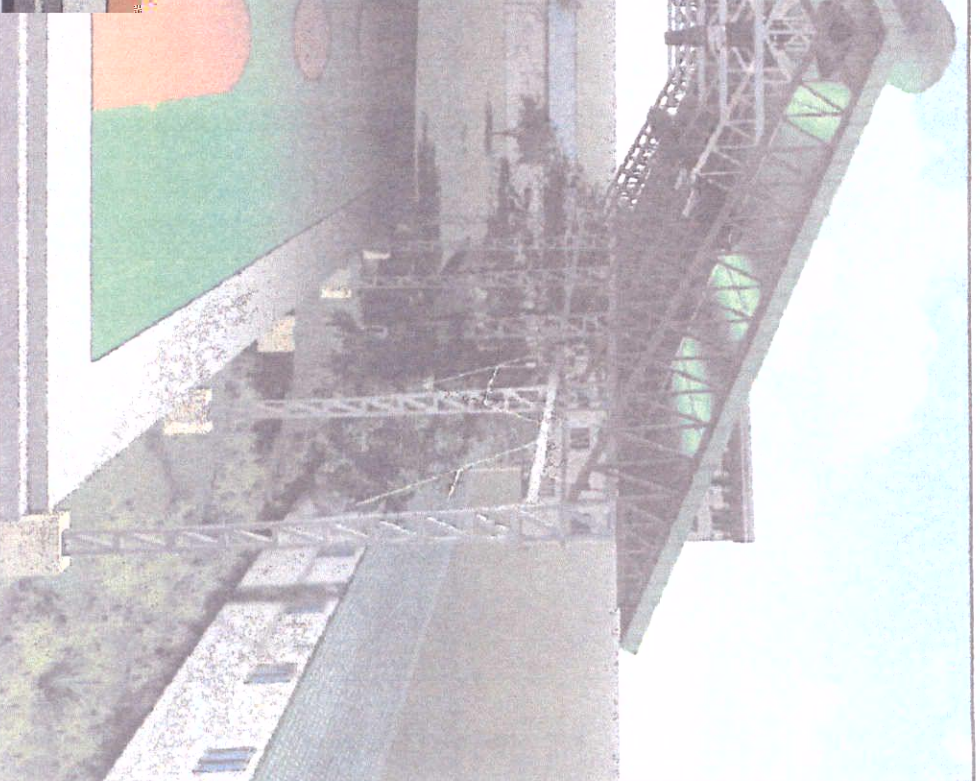


Department of Agriculture
CARLOS HILADO MEMORIAL
STATE COLLEGE
Marikina City, Marikina

PROJECT TITLE:
PROPOSED DESIGN AND BUILD FOR THE
CONSTRUCTION OF COVERED COURT (PHASE 1)

ENDORSED BY:
ROSELYN S. SAUZANO, Ph.D.
CAMPUS DIRECTOR

CHECKED BY:
DIRECTOR OF PM



RECOMMENDING APPROVAL:
DIRECTOR OF ADMINISTRATION

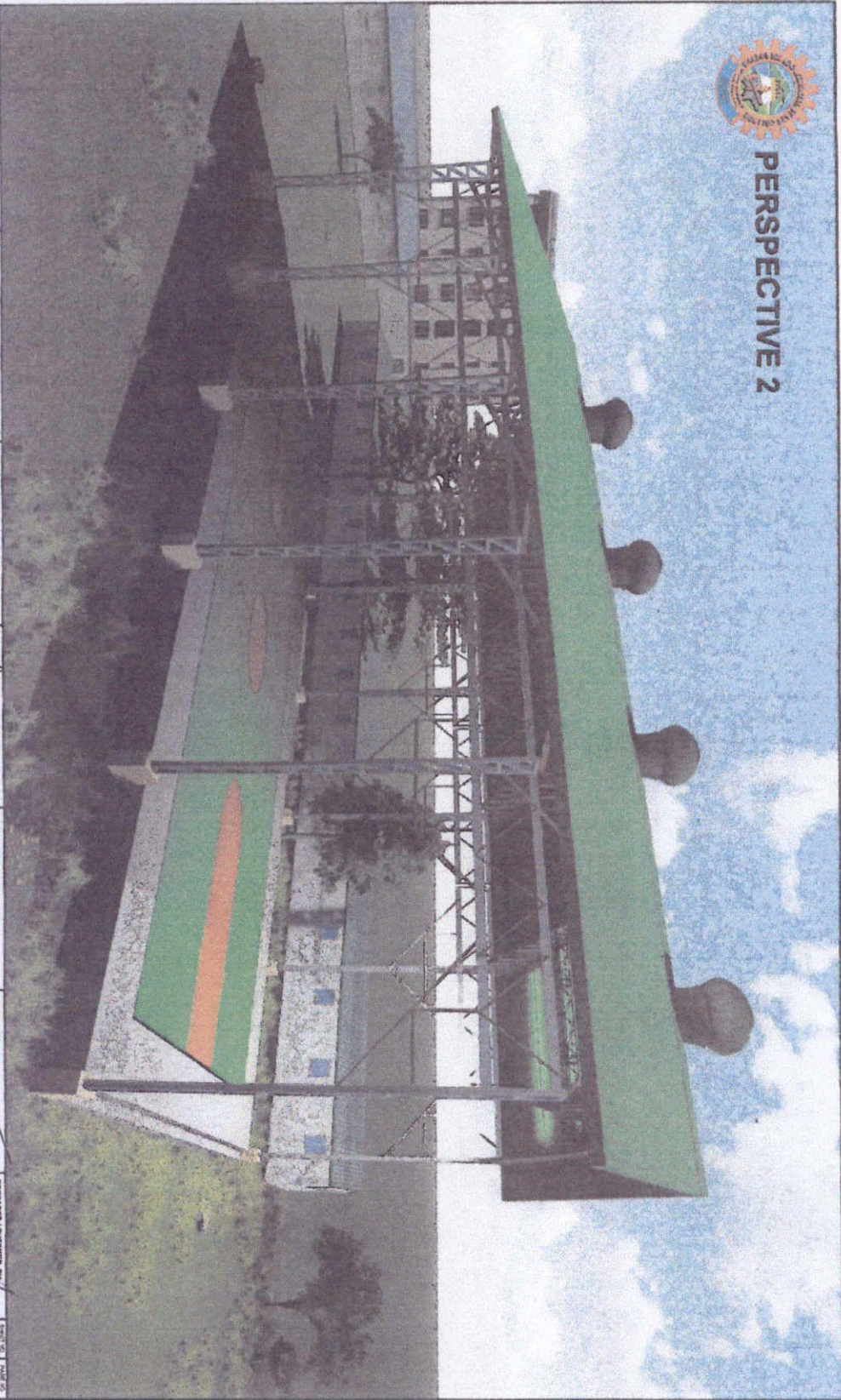
APPROVED:
ROSELYN S. SAUZANO, Ph.D.
CAMPUS DIRECTOR

PREPARED / CHECKED BY:
LEONILYN R. RAZARINE
CAMPUS DIRECTOR FOR ADMINISTRATION
MARILIFE D. BLAZO
CAMPUS DIRECTOR

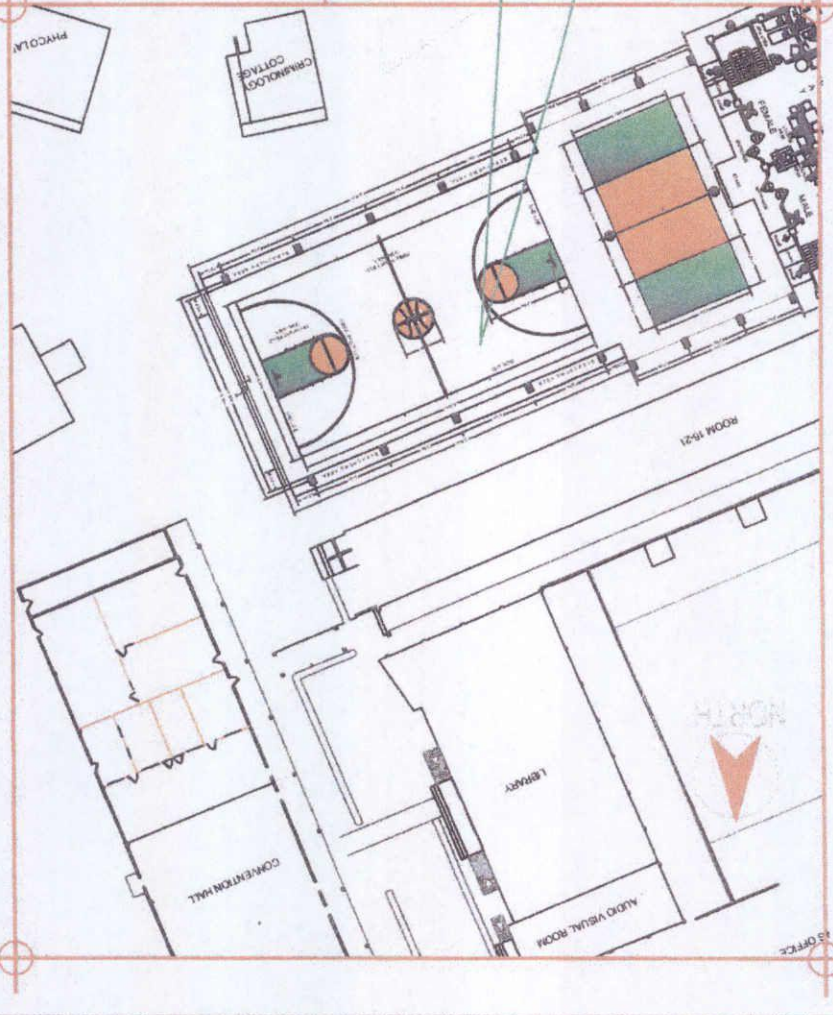
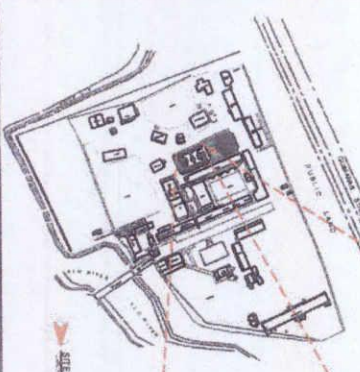
DATE: 11/28/2023



PERSPECTIVE 2



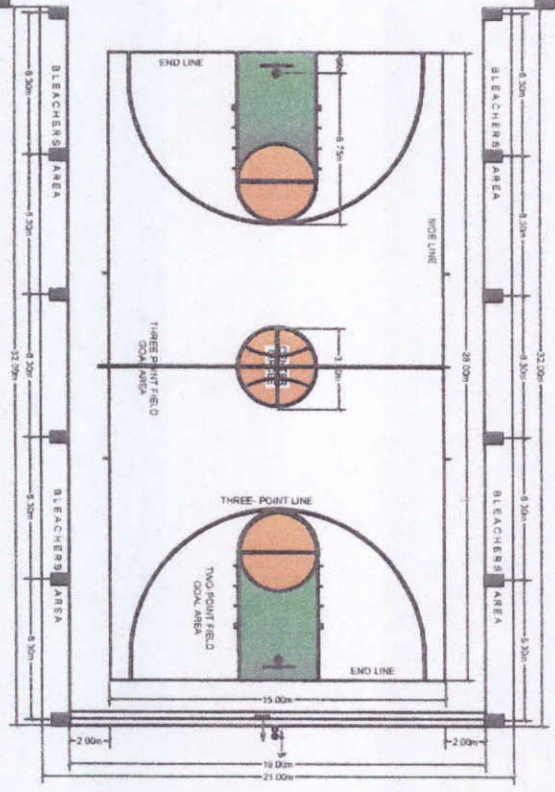
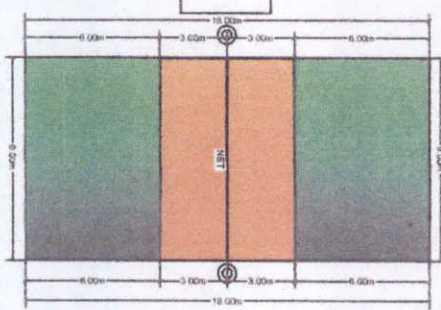
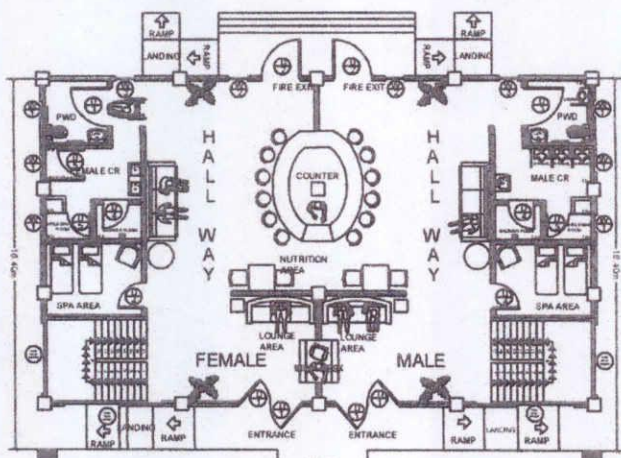
 REGIONAL OFFICE CARLOS ALBINO COLLEGE Nagpartian, Cotabato	PROJECT TITLE: APPROVED DESIGN AND BIDDING FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1) PROJECT LOCATION: SULLABAW CAMPUS	ENDORSED BY: RODOLFO S. BANZON, PH.D. CHIEF, PROJECTOR	CHECKED BY: DIRECTOR PROBA	RECOMMENDING APPROVAL: VICE PRESIDENT FOR ADMINISTRATION	APPROVED: RECTOR E. GONZALES, PH.D. RECTOR	PREPARED / CHECKED BY: LEONEL R. RAQUINEL CHIEF ARCHITECTURAL DESIGNER CHIEF ARCHITECTURAL DESIGNER	DATE OF APPROVAL
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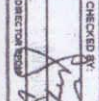
SITE DEVELOPMENT PLAN
CARLOS HILADO MEMORIAL STATE COLLEGE
BINALBAGAN CAMPUS

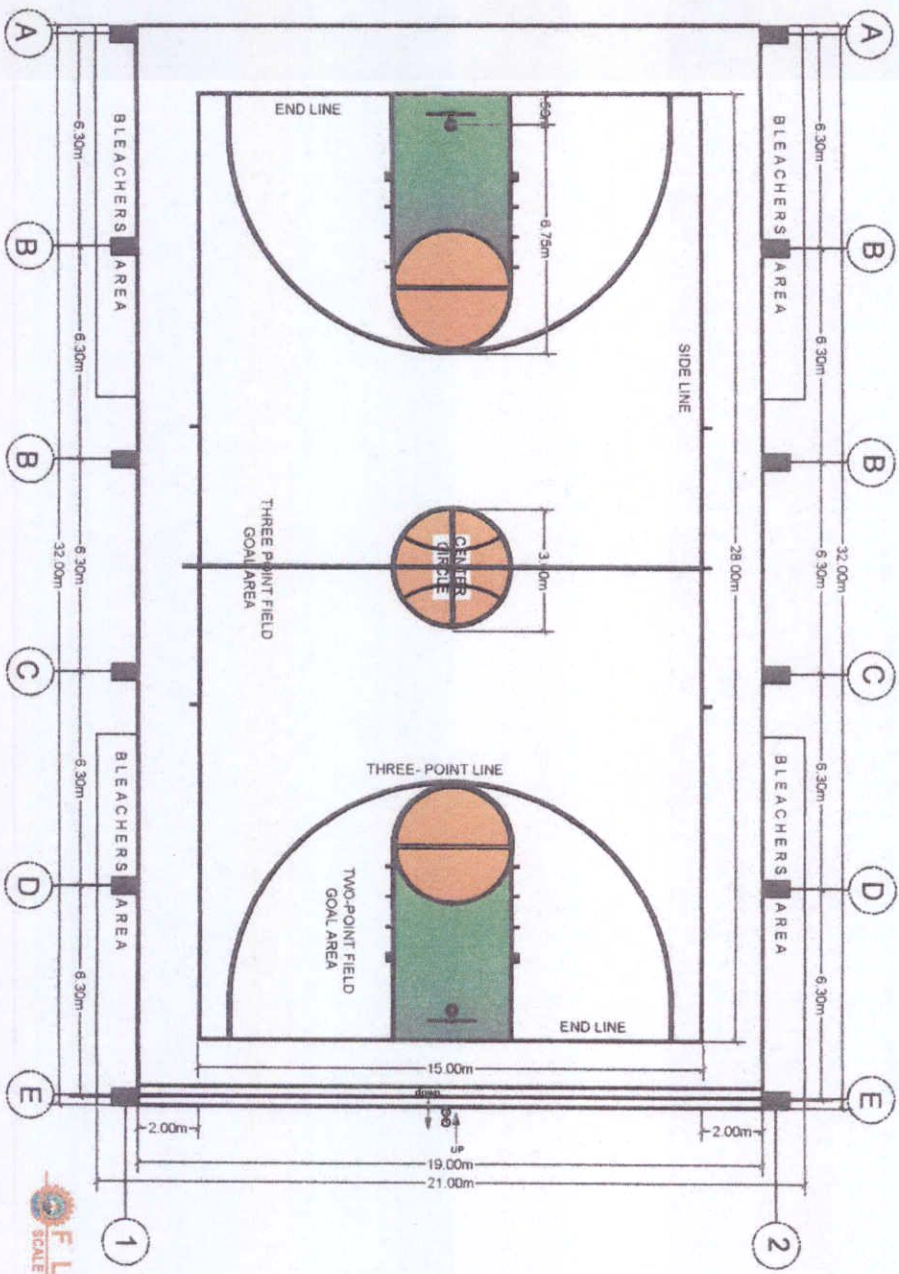
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<p>Region III - Marikina City CARLOS HILADO MEMORIAL STATE COLLEGE Higher Education</p>	<p>PROJECT TITLE PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1) PROJECT LOCATION: BINALBAGAN CAMPUS</p>	<p>ENDORSED BY ROSEMARY S. SAUZANO, PH.D. CHIEF OF DIVISION</p>	<p>CHECKED BY [Signature] DIRECTOR</p>	<p>RECOMMENDING APPROVAL [Signature] VICE PRESIDENT FOR ADMINISTRATION</p>	<p>APPROVED [Signature] SUC PRESIDENT</p>	<p>PREPARED / CHECKED BY LEONARDO R. BARRERA CHIEF ARCHITECT, PLANNING AND DESIGN CARLOS HILADO MEMORIAL STATE COLLEGE BINALBAGAN CAMPUS</p>
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SPORTS AND WELLNESS CENTER FLOOR PLAN
 SCALE 1:150M TS

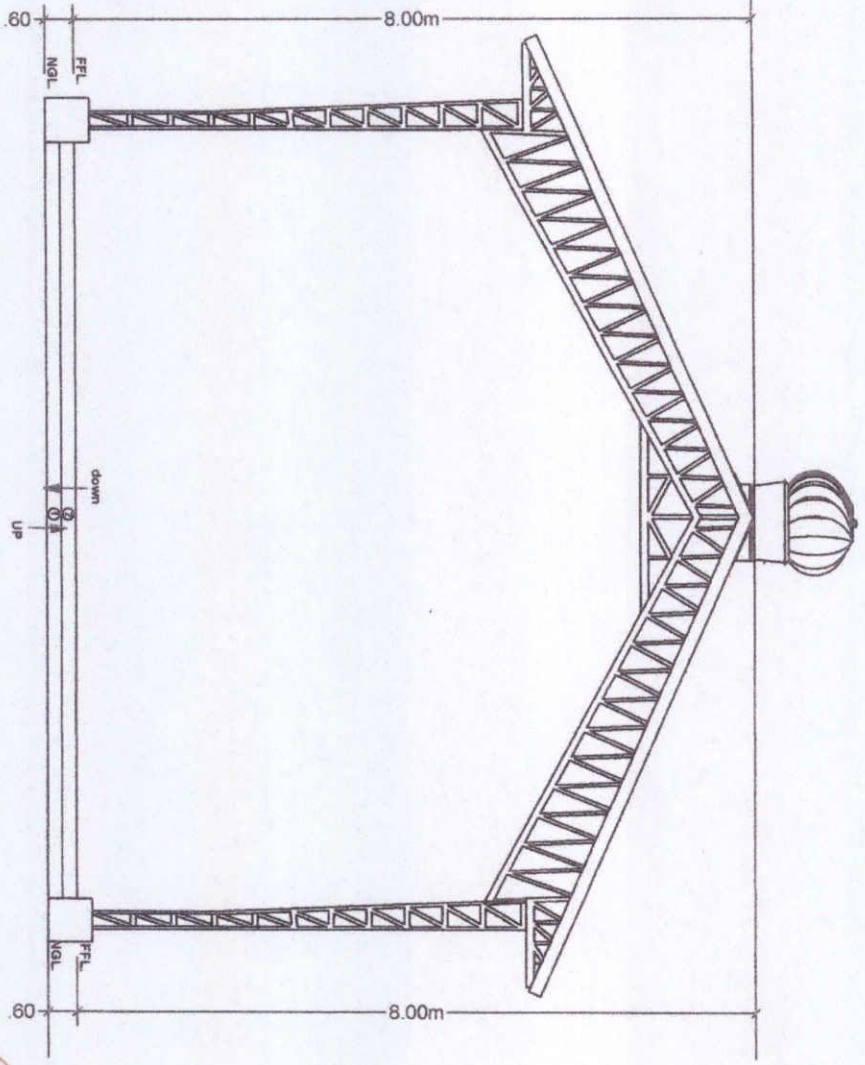
 ROSALEYAN UNIVERSITY CARLOS V. BELTRAN STATE COLLEGE Sorsogon City	PROJECT TITLE PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1) PROJECT LOCATION: BINALAGAN CAMPUS	ENDORSED BY: ROBERTO S. SAIZANO, Ph.D. CAMPUS DIRECTOR	CHECKED BY: 	RECOMMENDING APPROVAL: ROBERTO S. SAIZANO, Ph.D. VICE PRESIDENT FOR ADMINISTRATION	APPROVED: EDWIN N. BANGSAL CLAUDE M. BANGSAL, Ph.D. VICE PRESIDENT	PREPARED/ISSUED BY: CLAUDE M. BANGSAL, Ph.D. CLAUDE M. BANGSAL
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FLOOR PLAN
SCALE 1:1000



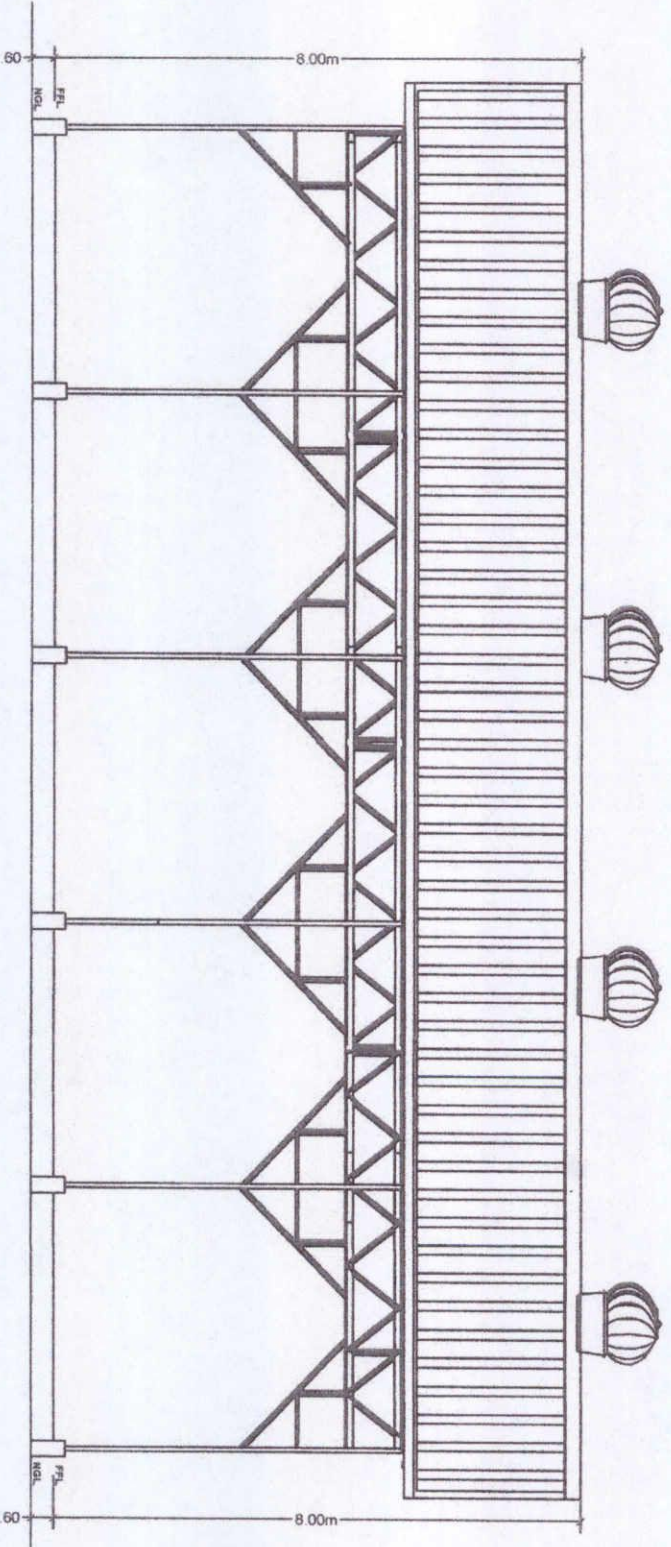
 Carlos Hilado Memorial State College Marikina City	PROJECT TITLE PROPOSED DESIGN AND BIDDING FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1) PROJECT LOCATION: BALALAGAN CAMPUS	ENCORPORATED BY RODRIGUEZ & MARAVAN, P.L.D. ARCHITECTS DIRECTOR FROM	CHECKED BY  RECOMMENDING AGENCY/UNIT OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION	APPROVED  VICE PRESIDENT	PREPARED/CHECKED BY LEONARDO H. SOROLLUA, P.L.D. ARCHITECT OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION
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FRONT ELEVATION
 SCALE 1:50M/TS



Department of Architecture Cebu Institute of Technology - University Cebu, Division Office	PROJECT TITLE PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1) PROJECT LOCATION: BAMBALAN CAMPUS	DESIGNED BY JOSE RAY S. SANZANO, P.H.D. CHIEF ARCHITECT	CHECKED BY [Signature]	RECOMMENDING APPROVAL [Signature]	APPROVED [Signature]	PREPARED / CHECKED BY LEONEL R. BACORNE CHIEF ARCHITECT
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SIDE ELEVATION
 SCALE 1:90MTS

	Republic of the Philippines CARLOS HILADO MEMORIAL STATE COLLEGE <small>Agribusiness Campus</small>	PROJECT TITLE PROPOSED DESIGN AND BUILD FOR THE CONSTRUCTION OF COVERED COURT (PHASE 1)	ENCOMASER BY: HON. MAYOR MARZANO, JR. <small>CITY DIRECTOR</small>	CHECKED BY: <small>PROJECT MANAGER</small>	RECOMMENDING APPROVAL: <small>VICE PRESIDENT FOR ADMINISTRATION</small>	APPROVED: <small>SUPPLY OFFICER</small>	PREPARED / CHECKED BY: LEONEL N. RAQUINEL <small>ARCHITECT</small>	DATE:
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Carlos Hilado Memorial State

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2097

Information and Communication Technology Office

✉ ictoffice@chmsc.edu.ph ☎ (63-34) 712-0420 local 110

June 24, 2020

ROSALINDA S. TUVILLA
VP-Administration & Finance



Dear Ma'am Tuvilla,

Good day!

I would like to appeal for my Job Order personnel gap duration as the office itself is operating undermanned as of the moment. We cannot even do our weekly-monthly plans for the ICT works to improve our network infrastructure due to the sudden surge of ICT technical support as of this moment not only in Talisay campus but to other external campuses as well. This summer vacation is the best time and our time to maintain the existing network infrastructure because of limited personnel in the campus and thus only a few will be affected by our downtime maintenance.

I ask thee to reconsider my appeal please. Below is my proposal for consideration.

NAME	FROM (returned on)	TO (returned on)
Leonil Medalla	July 7, 2020	July 1, 2020 ✓
Norman Tumayan	July 7, 2020	July 1, 2020 ✓
Reslie Belando	July 16, 2020	July 7, 2020 ✓

Here our anticipated ICT program of works this summer time

1. Upgrading of Servers Collegewide
2. Civil works & testing of Queuing System
3. Lay-outing new route of Fiber Optic cable at Alijis campus
4. Installation of wireless link connection from TVEP bldg. to CompTech bldg. at Alijis campus
5. Re-installation of Access Point located at the stage area of Alijis campus
6. Lay-outing of Copper cable & installation of new Access Points on Department chairs office at Fortune Towne campus
7. Installation of Access points to rooms with deployment of Smart TV - Collegewide
8. Plan surveying of possible deployment of free internet access to covered court/gym of CHMSC - LGU locality for our student use.
9. Yearly Preventive Maintenance of ICT Network Infrastructure Collegewide

These programed of works requires ample time of operation after implementation for us to determine the stability and efficiency of installation just in time before the opening of class by the month of August.

All these planned ICT works will be hampered due to other sudden technical support that requires immediate response thus will cause derail our limited time frame and undermanned personnel.

Respectfully yours,

ENGR. RUEL B. MALAPITAN, PECE, MECE
Director, ICT Office

Handwritten notes: "c/o HRMD for the new schedule", "ok", "jstaf"



☎ (63-34)712-0420

🌐 chmsc.edu.ph

📌 @chmscofficialpage

or claims once Project construction commences. The RFI shall be updated at least monthly during the Pre-Construction Phase.

5.1.2.3 Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by the Procuring Entity and updated at least bi-monthly during the Pre-Construction Phase.

5.1.3 Budget and Cost Consultation

5.1.3.1 The Design/Build Contractor shall prepare and update all procurement and construction cost estimates and distributing them to the Project Management Team throughout the duration of the Project.

5.1.3.2 Provide Estimated Construction Cost (ECC) reports at the required stages of completion of the schematic design, design development, and construction document stages of the Project. The Estimated Construction Cost reports for the design development and construction document stages shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute Division 1-16 format for each portion of the Work.

5.1.3.3 Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact.

5.1.3.4 Advise the Project Management Team immediately if the Design/Build Contractor has reason to believe that the most current ECC will exceed the CONTRACT VALUE or not meet Schedule requirements and recommend reasonable strategies for bringing the Project in line with the CONTRACT VALUE and the Schedule.

5.1.4 Coordination of Design and Construction Contract Documents

5.1.4.1 Review all Drawings, Specifications, and other Construction Documents as they are developed during the schematic design, design development, and construction document design stages of the Project.

5.1.4.2 Consult with the PMT on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise the PMT on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

5.1.4.3 Advise the PMT of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

5.1.4.4 Advise Procuring Entity / PMT on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the CONTRACT VALUE.

5.1.4.5 Review the Construction Documents for compliance with all applicable laws, rules and regulations of RA 9184 and with CHMSC System requirements.

5.1.5 Construction Planning and Bid Package Strategy

5.1.5.1 Identify equipment or material requiring extended delivery times and advise Procuring Entity on expedited procurement of those items. Advise Procuring Entity and/or the PMT on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Procuring Entity, and subject to Procuring Entity's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.

5.1.5.2 Advise PMT of any tests to be performed, and nominate in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants. The PMT however, will approve the testing center from the list nominated by the Design/Build Contractor.

5.1.5.3 Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations that minimize adverse effects of labor shortages.

5.1.6 Safety

5.1.6.1 In accordance with Procuring Entity's General Conditions of Contract Conditions, Design/Build Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Standards, as amended 1989 and all other applicable national and local laws and regulations and with the requirements of an Procuring Entity controlled insurance program, if any.

5.1.6.2 Design/Build Contractor shall provide recommendations and information to Procuring Entity and PMT regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Design/Build Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence or creation of any Procuring Entity controlled insurance program in connection with the Work shall not lessen or reduce the Design/Build Contractor's safety responsibilities.

5.2 DESIGN SERVICES

5.2.1 General Responsibilities

5.2.1.1 Design/Build Contractor shall designate in writing a design coordinator preferably a licensed architect and/or a civil engineer who is responsible for the day-to-day management of the Design Services. The designated representative shall be the Procuring Entity's primary contact during the design phase of the Project and shall be available as required for the benefit of the Project and the Procuring Entity. The designated representative shall be authorized to act on behalf of and to bind the Design/Build Contractor in all matters related to Design Services. The designated representative shall not be changed without advance written approval from the Procuring Entity, which approval shall not be unreasonably withheld.

5.2.1.2 Design/Build Contractor shall engage the services of a Project Architect/Civil Engineer, Structural Engineer, Professional Mechanical Engineer, Professional Electrical Engineer, Professional ECE, Master Plumber, and other qualified professionals as required for performance of the Design Services. Design/Build Contractor certifies that the project architect/engineer and all other professional design engineers have been or will be selected on the basis of competence, qualifications and previous working experience on similar scope for at least three (3) years.

5.2.1.3 In the event that the Design/Build Contractor is not capable to perform any design services directly, he may opt to hire the services of a licensed design firm. The Design/Build Contractor shall submit not later than seven (7) calendar days from the date of the NTP the certified true copy of the notarized MOA with the design firm who shall undertake the design requirements. All drawings, specifications, change orders and other design documents shall be signed and sealed by the licensed professionals who prepared them in accordance with the applicable laws and regulations of the Philippines.

5.2.1.4 Project Architect/Civil Engineer shall be solely responsible for all obligations to the Design/Build Contractor and shall pay for the services of the Project Architect/Civil Engineer and all other professional service providers out of the fees for this Agreement. However, the Procuring Entity shall be identified as an intended beneficiary in all such agreements and the Design/Build Contractor and all other professional service providers shall acknowledge that they owe a duty of professional care to the Procuring Entity for the Design

- 6.3.14 The Design/Build Contractor shall review, for conformance with the Contract Documents, Design/Build Contractor's submission of guarantees and warranties.
- 6.3.15 The Design/Build Contractor shall assist the PMT in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review final as-built documents for completeness and compliance with Contract requirements.
- 6.3.16 The Design /Build Contractor shall provide "as-built" record drawings as described in the Procuring Entity's Project Closeout.
- 6.3.17 The Design/Build Contractor shall execute the items included on the construction punch list until all such items have been resolved to the Procuring Entity's satisfaction.
- 6.3.18 The Design/Build Contractor shall review Design/Build Contractor's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Design/Build Contractor for

9.1 Unless otherwise approved, the Procuring Entity and the Design/Build Contractor shall perform their respective obligations under the Contract as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.