Republic of the Philippines
EASTERN VISAYAS STATE UNIVERSITY
Tacloban City

BIDS AND AWARDS COMMITTEE

BAGONG PILIPINAS

SUPPLEMENTAL/BID BULLETIN NO. 1

Date: March 30, 2026
Title: IB-2026-03-14 DESIGN-AND-BUILD FOR THE CONSERVATION AND ADAPTIVE REUSE OF THE GABALDON SCHOOL BUILDING AS A MUSEUM
Reference No.: 17730

This bulletin is being issued to revise/clarify certain portions of the bidding documents. This shall form an integral part of the bidding document for the above-mentioned procurement project.

TERMS OF REFERENCE

I. Project Title:

DESIGN-AND-BUILD FOR THE CONSERVATION AND ADAPTIVE REUSE OF THE GABALDON SCHOOL BUILDING AS A MUSEUM

II. Project Background:

The Gabaldon School Building for conservation and adaptive reuse as a museum is currently owned by the Eastern Visayas State University (EVSU). The schoolhouse executed according to "Plan No. 7 Six-Room Schoolhouse," designed by William Parsons, through the Gabaldon Act or Act. No. 1801 by statesman Isauro Gabaldon, which mandated the funding and building of schoolhouses and trade school buildings in the country during the first two decades of the 1900s until 1915. It was first known as the Leyte Provincial School, which later on became the Leyte Trade School. This was run separately by the local provincial government, which turned it into the National Provincial Trade School.

The trade school was converted into a chartered college, meaning it began offering specialized skill courses as mandated by the law. On June 19, 1965, this was enacted via the Republic Act 4572, further renaming the school as Leyte Institute of Technology. In 2004, another law, Republic Act No. 9311, was passed converting the institute into Eastern Visayas State University (EVSU).

The Gabaldon School Building remained a functional structure where class instruction was held, and even became offices for certain administrative functions.

III. Timeline of Gabaldon School Building in EVSU:

1907	The school house was built as the Leyte Provincial School in the Gabaldon style designed by William Parsons, as a Plan No. 7 type.
1915	The school was converted into the Leyte Trade School.
1953	A bigger scope of academic construction later on turned it into the National Provincial Trade School.
1961	The school was converted again into a charter school (a specialized skill trade school), and was renamed into the Leyte Regional School of Arts and Trades. The school building was then integrated into a chain of other academic institutes to serve this purpose.
1965	Due to the passage of R.A. 4572, the whole campus was renamed into the Leyte Institute of Technology.
2004	After the passage of another law, R.A. 9311, the school was converted from an institute, to the Eastern Visayas State University (EVSU). The Gabaldon school building served as the home for the College of Business and Entrepreneurship.
2023	Currently, it has a few usable rooms due to its deteriorating state. Some of these rooms are used as the Office of the Dean and Heads of the aforementioned college, and as other academic offices.

This Gabaldon School Building is one of the first school houses constructed in the same year the Gabaldon Act was passed (1907), therefore putting it as a priority structure for conservation. Despite its age and accelerated deterioration, the structure is mainly intact and its building envelope still in adherence to the original Plan No. 7 with little to no changes in the interior partitioning. It has incurred additions, such as doors with accompanying staircases in the rear rooms, but nothing of the sort that tampers or alters the significant part of what makes it an indistinguishable Gabaldon School Building.

Currently, the building is in an advanced state of decay. Multiple sections of the roof and ceiling have collapsed due to moisture damage and water penetration, rendering the entire building unusable. Roof eaves at the rear yard have also caved in and have completely collapsed, some even causing damage to the capiz transom panels and leaving certain rooms completely exposed to the elements. There is a looming deterioration of similar nature happening at the principal facade, where parts of the eaves and fascia are showing marks of water damage and rot. Parts of the flooring have also crumbled or rotted away, leaving gaps wide enough for anyone to fall into. This may have also invited other biological growth or causes of deterioration or hazard (mosquitos, termite, etc.).

In recognition of the importance of this structure, EVSU has opened an invitation of bids for design-and-build services that will rehabilitate the Gabaldon School Building and convert it into a museum that will showcase Waray cultural heritage and traditions

The first contract phase of the project must comply with R.A. 10066, also known as the National Cultural Heritage Act of 2009, which requires the Conservation Plan prior to any works or modification applied to the heritage structure. The Conservation Plan is comprised of:

1. Conservation Management Plan (CMP)	The CMP is a written set of guidelines for the proper conservation management of the project, composed of the comprehensive historical background of the site, significance of sub-heritage assets within the site, and a timeline of policy implementation for the protection of the heritage asset.
2. Preliminary Engineering Studies	The Preliminary Engineering Studies includes - site investigation, condition survey, technical documentation, and scientific investigation of the entire site and building.
3. Architectural and Engineering Design Proposal	Based on the preceding works, the schematic plans and design proposal will include architectural and engineering plans for the rehabilitation and adaptive reuse of the schoolhouse as a museum. Duly prepared by a multidisciplinary team that specializes in heritage asset management, heritage conservation, archeology, and structural design. This plan would include the extensive history of the site, identification of significant artifacts or sub-assets within the site, and to develop an action plan that is not just recommendatory but shall go hand in hand with policy development for the project implementation.

The second part of the phase is the Construction Phase: Preliminary Site Works. This involves the following:

Consultant Works:	
Site Inspection at Critical Periods	Site visits that are done before the critical progress marks of the project, for punch-listing and inspection of quality control.
Coordination with Contractors and Suppliers	Sourcing of suppliers and subcontractors for the installation of appropriate materials requested for the project.
Additional Shop Drawings and Construction Details	Provisional shop drawings that may be needed during Requests for Information (RFI) or Requests for Verification (RFV) furnished by the Subcontractor/s.
Construction Works:	
Site Mobilization during Construction Phase	Installation of proper scaffolding, formworks, and all necessary equipment in order to improve mobility within the site. This also includes the clearing and removal of debris within the site.
Construction Works with Progress Checking and Inspection per Considerable Percentage of Completion	To ensure quality control in the site activities most especially during crucial events, and must record all daily activities in a mandated logbook.

IV. Project Description

Project Name:	Design-And-Build for the Conservation And Adaptive Reuse Of The Gabaldon School Building In Eastern Visayas State University, Tacloban, Leyte
Location:	Tacloban, Leyte
Area:	**560 sqm**
Owner:	Eastern Visayas State University
Implementing Agency:	Eastern Visayas State University
Date and Venue of Implementation:	March 2026, EVSU; Tacloban, Leyte

The proposed Conservation and Adaptive Reuse of the EVSU Gabaldon School Building is set on a **546** sq.m. building footprint, with an immediate landscape allotment of **315 sq. m.** around the perimeter of the building. It is to accommodate the space allocations for the proposed Waray Heritage Museum.

All rooms shall comply with current building laws, codes, and standards and incorporate energy-efficient design concepts, particularly in lighting, cooling, and ventilation. The following rooms shall be provided with efficient exhaust systems, solid and liquid waste collection, and adequate safety features:

1. Exhibition Room 1
2. Interpretation Center/AVR
3. Pantry

4. Bodega
5. Souvenir Shop
6. Restroom for Male/Female/PWD/LGBTQ
7. Administration Office
8. Multi Purpose Hall (Main Gallery) with two (2) operable partitions

V. Project Goal

Eastern Visayas State University recognizes the importance of its cultural heritage assets in its campuses, most especially the Gabaldon School Building. EVSU also wants to bring this recognition up a notch by converting the building into a Waray Heritage Museum. It will house artifacts and collections by the EVSU Administration, as a way to share the rich history of not only the campus, but also to connect the younger generation and its visitors to the deeper roots of the Waray culture.

This intention also aims to bring the local stakeholdership within a radius around the campus, emulating a sense of pride through the preservation of an icon of Taclobanon excellence which its neighbors–the immediate social demographic and also as a source of pride for the district.

Despite having such a history of changing names and academic identities, EVSU aims to cement its legacy in important cultural heritage and history by reviving one of its longstanding campus guardians into a hub of learning and lasting Waraynon legacy.

VI. Project Objectives

1. To secure services of a qualified and experienced consulting firm (CONSULTANT) to develop Conservation Management Plan (CMP), Preliminary Engineering Studies, Public Consultation, Feasibility Studies, Design Proposal, and Preliminary Site Works for the redevelopment of the Gabaldon School Building as a Waray Heritage Museum.

2. The Conservation Plan will be developed in keeping with the mandate of the Republic Act no. 10066 (National Cultural Heritage Act of 2009), and the Republic Act No. 11194 (Gabaldon School Buildings Conservation Act), and will aid in developing a clear understanding of the requirements, scope, designs, costs and general standards, for its restoration, reconstruction and adaptive reuse.

3. The proposal will address issues such as the most appropriate, sustainable and environmentally friendly approaches to conservation and adaptive reuse of the Gabaldon School Building while reaping maximum benefits of heritage as a Waray Heritage Museum to all key stakeholders.

VII. Definition of Terms

a) **ARCHITECTURAL FORENSICS TEAM** shall mean the group of conservation architects, research associates, archaeologists, engineers, and other experts assigned to be responsible for the Conservation Management Plan of the PROJECT.

b) **CONSULTANT** shall mean the architectural and engineering design firm / company engaged by the CLIENT for the PROJECT.

c) **SUBCONTRACTOR** shall mean the technical entities, groups, or teams engaged by the CONSULTANT for the PROJECT

d) **CONTRACT** shall mean the written agreement entered into between the OWNER, the CONSULTANT, or individuals or companies, for the purpose of planning, designing and/or constructing the PROJECT.

e) **CONTRACT DOCUMENTS** shall mean the agreements or CONTRACTS, including General Conditions, Special Conditions and the drawings, plans and specifications for

the execution of the work, as well as any and all documents which are referred to in the CONTRACTS as CONTRACT DOCUMENTS, or any modifications, revisions or alterations authorized by the OWNER and agreed to by the CONSULTANT during the negotiation.

f) **TERM OF REFERENCE/SPECIFICATIONS** shall mean the document containing all design parameters, design definitive, design guidelines, spatial requirements, schematic designs, massing studies, outline specifications and other relevant data pertaining to the architectural and engineering design of the PROJECT.

g) **DESIGN TEAM** shall mean the group of architects, engineers, and landscape architect, from the architectural and engineering design firm / company assigned to be responsible for the architectural and engineering design of the PROJECT.

h) **END-USER** shall mean the Eastern Visayas State University.

i) **IMPLEMENTING AGENCY** shall mean the Eastern Visayas State University.

j) **OWNER** shall mean the Eastern Visayas State University.

k) **PHASE of the PROJECT** shall mean the scope of work to be accomplished within the budget specified by the OWNER and/or END-USER. Each PHASE shall result in buildings or portions of buildings that are safe and substantively operational to allow functional occupancy by the END-USER. The completion of all construction PHASES of the PROJECT shall result in the realization of the PROJECT in its entirety.

l) **PROJECT or WORK** shall mean all the works/activities and/or scope of works to be performed and completed as well as any revisions, alterations and any extra work ordered to be done by the OWNER under the CONTRACT.

m) **PROJECT SITE** shall mean the place or area where the WORK is or will be carried out.

VIII. Project Requirements

The CONSULTANT shall:

a) Produce the CONSERVATION PLAN of the Gabaldon School Building in consultation with stakeholders.

b) Provide complete and updated schematic architectural and engineering, specialized and other allied services, as-built and proposed solutions for the Conservation and Adaptive Reuse of the Gabaldon School Building in Tacloban, Leyte.

c) Prepare the corresponding sets of schematic architectural, engineering, interior, landscape, conceptual master plan contract documents (inclusive of plans, technical specifications and bill of quantities) duly signed and sealed by each of the DESIGN CONSULTANT.

d) Engage the appropriate SUBCONTRACTORS with sufficient technical expertise with regards to conservation and restoration works of heritage structure as mandated by the requirements of RA 11194.

e) The CONSERVATION PLAN shall be in accordance with the **Conservation Philosophy** in consultation with its stakeholders.

f) Apply necessary permits and clearances such as the following:

1. Building Permit
2. Tree Cutting Permit
3. Barangay Clearance
4. Zoning/Locational Clearance

5. Fire Safety Evaluation Clearance
6. Environmental Compliance Certificate
7. Certificate of Occupancy

IX. Conservation Philosophy

All conservation projects should aim to the conservation of the cultural heritage sites. Namely, conservation actions/works on each cultural heritage site will include the examination, treatment and preventive care of the building elements, with the least possible (minimum) intervention, aiming to safeguard its fabric in the long-term, protecting its special characteristics and elements (and especially of those most at risk), creating safety and safeguarding its heritage values. Treatment should ensure maximum stabilization, consolidation and/or reinforcement actions, if these are considered necessary, in order to achieve structural stability and durability. The proposed interventions should ensure the protection of the building fabric from weather conditions and other environmental factors. These interventions will deal also with rainwater management and accessibility issues, depending on the needs of each site. For any of these actions it is preferable that the traditional techniques and materials of the same type as the originals will be used. The general philosophy of all interventions should be to safeguard the authenticity and integrity of the building by maintaining, conserving and restoring (instead of replacing and reconstructing) elements of the building when and where possible. It is expected that the interventions will be decided and defined following detailed survey and investigation of the building, its assessment and analysis. The methodology of interventions might be modified if findings during the construction works alter the original hypotheses. All conservation studies and works should be in compliance with the international standards of conservation.

Restoration actions/works, namely specialized actions which aim to restore the items at a known earlier state might be considered, further than the conservation actions, in case these are evaluated as necessary or highly beneficial and feasible (detailed scientific justification will be necessary) within the available budget. In case there are paintings, mosaics, frescoes, or any other specialized conservation subjects in the heritage sites, it is suggested to plan only for their stabilization and protection.

X. Scope of Services

The consultancy service shall be divided into stages involving site visits, material characterization, defects mapping and analysis, preparation of accurate measured drawings with structural details. Followed by a fabric status report / detailed building condition survey which will highlight the conservation and reconstruction approaches subject to stakeholders' approval and finally, detailed plans and contract drawings for adaptive reuse with cost estimates to be part of the bid documents for public bidding prescribed by RA 9184.

STAGE 1 – CONSERVATION MANAGEMENT PLAN

A Conservation Management Plan (CMP) serves to identify the cultural heritage significance of a property and to set out a plan to manage, protect, and preserve the heritage attributes of the site and integrity of cultural heritage resources. The Conservation Management Plan is a long-term plan that takes into consideration future use, possible alterations or development while protecting and conserving the heritage attributes. It must engage with those who have an interest in the heritage site and should be based upon a common intellectual process that covers the following concepts:

1. understanding the site
2. assessing its significance
3. identifying how it may be vulnerable
4. defining policies for its continued retention.

The production of a CMP is usually broken down into steps for the preparation of a conservation document:

a) Understand the heritage subject through investigation of its historical and geographical context, its history, fabric, research potential, and importance to the community; prepare a statement of significance — the plan will analyze documentary and physical evidence to determine the nature, extent and degree of significance of the heritage subject.

b) Develop a conservation policy, arising out of the statement of heritage significance, to guide current and future owners and administrators of the site on the development potential of the heritage site and its ongoing maintenance — constraints and opportunities are to be examined.

c) Consider current proposals for re-use or development, and how they can best be achieved in accordance with the conservation policy — where proposals may have an adverse impact on the heritage significance of the heritage site, the need for such work must be justified; where development proposals have not been finalized, several likely options are to be discussed.

d) Recommend how the heritage asset can best be managed bearing in mind those responsible and interested in its ongoing conservation. It is to include proposals to review the Conservation Management Plan and the site's maintenance.

UNDERSTANDING THE SITE.

The CMP will take into account the physical nature of the structure, its components, and the surrounding site, and various methods shall be determined and recommended to obtain these bodies of information. Ownership and management responsibilities shall be defined along with the relevant legislation, declarations, and other statutory requirements that exist, which may affect the conservation, management, and operation of the building. The history and development over time of the structure and the immediate surrounding shall be traced as well. This will address the following issues:

1. the location and geography of the place
2. ownership and management responsibilities
3. statutory listings and relevant legislation
4. the place's history and its development over time
5. the physical nature of the place and its components.

A. **History Relevant to the Place** Provide historic accounts through a timeline and provide archival materials and resources relevant to the development of the building. This includes the following:

i) Chronology
ii) Morphological Development Sequence
iii) Ownership and Use
iv) Significant People and Groups Associated with the Place

B. **Place and its Components** Present the local urban fabric, landform and geological background of the site. Identify the location and its surrounding environment. Present pictorial documentation and describe the general accounts of both the interior and exterior parts of the building. Provide technical documentation of both the superstructure and substructure through drawings, plans, and 3-dimensional models. This include the following:

1. Cultural Landscape, Setting, Views and Creation Stories
2. Natural Environment: Landform, Geology

3. Location and Building Fabric
4. Descriptive and Technical Documentation
    a. Architectural Appraisal and Photographic Documentation
        i. General Accounts to the Building Exterior
        ii. General Accounts to the Building Interior
        iii. Surrounding Area and Landscape with Cultural Significance
    b. Superstructure Technical Documentation / Building
    c. Condition Survey
        i. As-Built Plans and Drawings
        ii. Floor Plans
        iii. Elevations
        iv. Sections
        v. Ornaments and Details
        vi. Inventory of Architectural Ornaments
        vii. Material Call-Outs
        viii. Orthographic Photos
        ix. 3-D Model
        x. Petrography & Material Assessment
        xi. Substructure Technical Documentation
        xii. Available Resource from Previous Tests

The Detailed As-Built Plans shall include:

1) Two Dimensional as-built and scaled site plan, vicinity map, floor plans, elevations and sections; architectural details, existing morphology or situation of the building, existing biological infestations, crack mapping, and other deterioration identification, existing structural, electrical, sanitary conditions. Detailed drawings of significant architectural features/spaces, doors, windows, stairs, columns, grillwork, ceiling, and decorative features
2) Ground Penetrating Radar (GPR) Scanning with interpretation data by Structural Engineers;
3) Areas of large cracks on walls, columns, beams, floors, or as required by the Structural investigation, concrete imaging or other foundation review tests that may assist in revealing histo-archaeological assessment, strength assessment of the foundation and other superstructure concerns, status and other material tests necessary with interpretations and diagnosis of the status of the conservation.

ASSESSMENT OF SIGNIFICANCE.

The CMP will analyze the existing cultural significance of the place and also take into account the previous assessments done. Criteria will be set to help establish the analysis of the structure in components. Understand the different cultural heritage values: *the historic, architectural, and heritage value as well as authenticity and rarity*. Identify the character defining elements to further assess its significance. By doing so, informed choices will be made based on these important considerations.

Establishing the significance of a place before making management decisions is fundamental. Employing heritage criteria (i.e., historical, architectural, archaeologically, environmental, etc.) shall establish significance and a Statement of Significance – a succinct explanation of why the Gabaldon School Building is of heritage significance, including a list of character-defining elements.

IDENTIFICATION OF ISSUES

The CMP will identify known issues, threats, operational and legal requirements and will anticipate future circumstances. This may include the following:

A. Obligation and Constraints from Significance
B. Opportunities and Aspirations
C. Legislation and Associated Policies

D. Principles and Guidelines
E. Use
F. Visitor and Public Access
G. Views of External Stakeholders
H. Conditions and Threats
I. Condition Survey
  a. Defects Mapping
    i. Elevations
    ii. Sections
  b. Study of Damages and Building Pathology
    i. Morphology of Materials,
    ii. Masonry Deterioration and Intervention
      (1) Material Loss
      (2) Cracks and Fissures
      (3) Biological Growth
      (4) Possible Structural Defects
J. Detailed Engineering Investigation
  a. Geotechnical Investigation
    ii) General Genealogy and Tectonic Setting
    iii) Drilling Works
    iv) Laboratory Works

K. Material Testing
  a. Field Work
    i. Core Extraction
  b. Laboratory Works
    i. Coring and Compressive Strength Test
    ii. Structural Investigation

CONSERVATION POLICIES T

his will set the policies which will guide the designer and architect to ensure the protection of the heritage value of the Gabaldon School Building so that value or the heritage asset will not be diminished. Conservation policies identify what needs to be done to retain the significance of the place into the future. Policies in a CMP should respond to the significance of the place and the specific issues identified. Policies are clear, reasonable and justifiable and must address the wider legislative and planning framework that applies to the Gabaldon School Building.

PREPARATION OF ACTION PLAN

An action plan identifies how and when actions will be taken to implement the conservation policies. The action plan will consider the resources available (such as funds, technical skills, or human resources), set priorities and establish the sequence of activities to be undertaken.

STAGE 2 – STRUCTURAL INVESTIGATION & ASSESSMENT (TESTS, DIAGNOSTICS, & MATERIAL ANALYSIS)

Shall include detailed reports, structural investigations, and assessments of the as-found structure. Structural tests, diagnostics, and material analysis shall be conducted to determine the structural soundness and feasibility of adaptive reuse on the structure.

STAGE 3 – ARCHITECTURAL AND ENGINEERING DESIGN

i. **DESIGN PHASE**

Shall include solutions for Conservation and Rehabilitation for the conceptual and scaled floor plans, elevations and sections; structural concept; landscape design, conceptual master plan, construction phasing inclusive of outline specifications, cost estimate and the site development of the Gabaldon School Building. In coordination and collaboration with the other DESIGN CONSULTANTS necessary for the rehabilitation as a Waray Heritage Museum of

Eastern Visayas State University in Tacloban City.

- **CONCEPT DESIGN** Ascertain project requirements, conduct field Survey, prepare dismantling plan/demolition plan, examine site constraints & potential; and prepare a concept plan with design brief as per norms for END-USER's approval.

Prepare report on site evaluation, state of conservation of existing buildings identifying the factor affecting the property, if any; and analysis and impact of existing and/or proposed development on its immediate environs. To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines, ongoing construction etc. and such lines to which the proposed service can be connected in case such information is not readily available.

Prepare drawings and documents for the relevant design. Prepare conceptual designs with reference to requirements given and prepare rough estimates of cost on area basis.

2. **PRELIMINARY DESIGN AND DRAWINGS**

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, elevation, section, sketches, views, for civil, electrical, plumbing, landscape etc. for the END-USER's approval along with preliminary estimate of cost on area basis. Preparation of 3D views.

The DESIGN CONSULTANT shall perform the Regular Professional Services as defined under the relevant professional manuals, which include regular services of the architectural, structural, electrical, mechanical, sanitary engineers of the DESIGN CONSULTANT, conceptual interior design, landscape design, and conceptual master plan, and sustainability, as allied and specialized services as follows:

1. *Architectural*

   The DESIGN CONSULTANT shall provide the complete architectural design plans, elevations, sections, site development, details, specifications, and bill of quantities of the PROJECT.

2. *Structural Engineering*

   The DESIGN CONSULTANT shall provide the complete structural design plans, details, computations and structural estimates of the PROJECT.

3. *Electrical Engineering*

   The DESIGN CONSULTANT shall provide the complete electrical design plans, diagrams, load computations and estimates needed for the complete electrical installations of the PROJECT.

4. *Mechanical Engineering*

   The DESIGN CONSULTANT shall provide the complete mechanical design plans and estimates for mechanical, air-conditioning, ventilation and other mechanical equipment as required by the PROJECT.

5. *Sanitary Engineering*

   The DESIGN CONSULTANT shall provide the complete sanitary design plans and estimates of the water supply system, sewer and drainage systems need for the complete plumbing installations of the PROJECT.

6. *Conceptual Landscape Design*

   I. Research for the previous landscape design of the project
   II. Investigation of Existing Site Conditions / Issues
   III. Computer Aided Drafting (Construction Drawings)
   IV. Assist in the preparation of contract documents (i.e. cost estimates, bill of quantities, technical specifications, and scope of work and bid document forms)
   V. Preparation of schematic design and architectural presentation.
   VI. Project Supervision / Management

7. *Conceptual Master Plan*

   Support the development of the vision plan, regional/broad structure plan, master plan for local planning areas and prototype sectoral development plans by gathering (and providing to the Consultant) all the essential / relevant information, data, authorities requirements and drawings through sub-consultant's arrangements with the authorities and operators/service providers, publications, implementing field surveys.

8. ***See attached specifications for the preparation of architectural and structural plan.***

STAGE 4 – CONSTRUCTION PHASE: PRELIMINARY SITE WORKS

This involves any actual change that is applied to the structure in question, as a form of intervention, be it architectural, structural, utility systems, or landscaping. It also involved the cleanup of the site as a whole in preparation of these works.

A. SITE MOBILIZATION

Shall include the creation of temporary facility structures within the site, as a remote base for the Consultant and Subcontractors, in order to have closer supervision for the ongoing site works. This also includes the initial site documentation right before the start of any direct intervention on the structure.

Particular activities include: **putting up temporary facilities and barracks, setting up temporary utility connections** (power and water)**, photo documentation before, during, and after construction; putting up construction safety and signages.**

B. SITE AND STRUCTURE CLEANUP

Shall include the complete clearing and cleaning of unnecessary debris and vegetation from the site. This includes removing all accumulated dirt on the walls, floors, and ceiling in order to clearly identify sections of the structure needing complete replacement and to be able to gain access to areas needing intensive treatment, which is also included in this scope. This also includes the setting up of auxiliary structures in order to improve access to all the parts of the building, such as scaffolding and formworks.

Particular activities include: **termite treatment, biological growth mitigation, debris removal, installation of formworks and scaffolding,** and **site landscape leveling**.

C. STRUCTURAL ASSESSMENT AND TREATMENT

Shall include the construction or renovation of structural elements that are deteriorating and pose a hazard to the safety of its users, and to provide a more

stable superstructure and substructure for the Gabaldon School Building, as seen fit, and as based on the Proposed Engineering Studies included in the Conservation Plan. This may involve the replacement of existing structural members with **compatible and necessary** structural interventions, as consulted with the Contractor's Technical Team.

Particular activities include: **Renovation/Retrofitting of the structural members, such as the columns/posts, flooring, trusses and purlins, and roof.**

D. ARCHITECTURAL ASSESSMENT AND DETERIORATION TREATMENT

Shall include all architectural changes recommended by the Contractor's Technical Team, in order to prepare the space as fit for Interior Design works and Curatorial Design in the next phase. The Proposed Architectural Studies aims for a **restoration** if not a **renovation** of the original architectural design elements and finishes with **compatible and reversible** interventions that answer the current needs of the CLIENT.

Particular activities include: **reintroduction/replacement of capiz windows, replacement of damaged wooden components, repainting and waterproofing of necessary elements (see attached specifications).**

E. MEPFS (Mechanical, Electrical, Plumbing, and Fire Safety) REDESIGNING

Shall include all utility changes and redesigning as seen fit to the requirements set by the CLIENT, and as intervention to any erroneous addition or application done in the past that may have exacerbated the deterioration of the structure, or that which poses a hazard to the users of the building.

Particular activities include: **rewiring of electrical systems, installation of fire prevention and mitigation measures, sanitary and plumbing redesigns, HVAC (heating, ventilation, and air cooling) system redesign.**

The CONTRACTOR shall perform the technical aspects and requirements as engaged via a signed CONTRACT of agreed DELIVERABLES with the DESIGN CONSULTANT, including quality control of all site construction works, project management, and all necessary progress and inspection until the completion of the scope of works.

XI. Scope of Works

PROPOSED SCOPE OF WORKS FOR PHASE 1 OF THE DESIGN-AND-BUILD SERVICES FOR THE CONSERVATION AND ADAPTIVE REUSE OF THE GABALDON BUILDING IN EVSU MAIN CAMPUS (PHASE 1)
1) Conservation Management Plan a) Understanding the Place i) Location and Geography of the Place ii) History 1) Historic Accounts and Records 2) Archival Research of Photographs, Plans, and other Documents iii) Morphological Development iv) Significant people and groups associated with the place b) Assessment of Significance i) Historical ii) Architectural iii) Archaeological iv) Environmental

c) Current Site Conditions and Documentation (Site Analysis and Documentation: Scientific, Historic, and Architectural Survey)
   i) Detailed Engineering Studies
   ii) Condition Survey
   iii) Detailed Photo Documentation of the Site
d) Opportunities and Aspiration based on the Needs and Wants of the Stakeholders
   i) Adaptive Reuse strategies
   ii) Visitor and Public Access
e) Threats and Condition Assessment

f) Development of Conservation Policies
   i) Consideration to applicable legislation and associated policies/principles and guidelines
   ii) Maintenance and Management
   iii) Monitoring and CMP Implementation

g) Preparation of Action Plan
   i) Conservation Requirements
      1) Maintenance
      2) Repair
      3) Restoration
      4) Reconstruction
   ii) New Development
      1) Additions
      2) Alterations
      3) Refurbishment
      4) Reconstruction
   iii) Demolition
      1) Structural Hazards
      2) Compromised Structures
      3) Incongruent Parts
   iv) Maintenance Plan / Schedule
   v) Conservation Works Plan / Schedule
   vi) Property Ownership and Management Protocols
   vii) Site Security and Access
   viii) Potential Development and Introduction of New Functions
   ix) Sustainable Tourism and Visitor Management
   x) Disaster Reduction Risk Protocols

2) Preliminary Engineering Studies

a) Site Investigation
b) Condition Survey
   i) Photogrammetry
   ii) Unmanned Aerial Vehicle (UAV) / Drone Survey for Mapping of Site Boundaries
   iii) Defects and Deterioration Mapping
   iv) Condition Assessment
c) Technical Documentation
   i) Soil Testing
d) Scientific Investigation
   i) Material Analysis
      (1) Petrographic Analysis
      (2) XRF (X-Ray Fluorescence Spectrometer Analysis)
      (3) Archaeological Assessment and Analysis
   ii) Test Pit
   iii) Water Table Assessment
   iv) Foundation and Substructure Checking

3) Public Consultation / Community Engagement a) Stakeholder / Public Consultation b) Interviews c) Focus Group Discussion (FGDs)
4) Design Proposal a) Project Concept and Treatment b) Proposed Site Development and Adaptive Reuse Concept for the Museum c) Space Planning and Design d) Methodology of Works i) Conservation Methodology ii) Construction Methodology e) Specification for Repair / Restoration of Character-Defining Elements f) Structural Assessment Proposal
5) Construction Works A. Site Mobilization B. Site and Structure Cleanup C. Structural Assessment and Treatment D. Architectural Assessment and Deterioration Treatment E. MEPFS (Mechanical, Electrical, Plumbing, and Fire Safety) Redesigned
TOTAL CONTRACT COST (VAT EXCLUSIVE): Php 9,491,439.88

XII. Deliverable and Timeline

Deliverables	Timeline	Output Percentage
A. Conservation Management Plan (CMP)	2 months	16.66%
B. Structural Investigation & Assessment Report (Tests, Diagnostics, & Material Analysis)	1 month	16.66%
C. Architectural and Engineering Design Plans & Drawings	1 month	16.66%
D. Construction Phase: Preliminary Site Works	8 months	50%
TOTAL	**12 months**	**100%**

XIII. Date and Venue of Implementation

Project Implementation Program and Timeline	
Venue of Implementation:	Tacloban City
Total Project Duration:	Eight (8) Months

Duration	Scope of Works
Months 1 - 2	Historical and Archival Research Public Consultation / Community Engagement Conservation Management Plan
Month 3	Structural Investigation & Assessment Report (Tests, Diagnostics, & Material Analysis)
Month 4	Production of Detailed Architectural and Engineering Design Plans and Drawings
Month 5 - 8	Construction Phase: Preliminary Site Works

XIV. Eligibility

The DESIGN CONSULTANT shall be a PhilGEPS Platinum accredited architectural design firm with an affiliated engineering design firm duly registered with the SEC or DTI, owned and managed by professionals qualified to undertake work in the fields of architecture, engineering and allied services. The DESIGN CONSULTANT must have experience in similar or related works to the PROJECT with On-going or Completed works of a similar nature.

The members and respective qualifications of the nominated **key personnel** of DESIGN TEAM must meet the minimum qualifications set.

XV. Roles of Key Personnel

Role	Description
a) Technical Key Personnel	
Conservation Architect	Oversee the conservation and rehabilitation of the project
Architectural Historian	To guide the conservation and rehabilitation of the project in accordance with archival and factual research
Curator	To design the flow of information design and exhibit systems for the proposed museum
Historian	To guide the conservation and rehabilitation of the project in accordance with archival and historical research
Project Coordinator	To coordinate any requests, meetings, and issues between the administrative and technical teams
Heritage Research Associate	To provide assistance in the archival and historical research with regards to the project
Design Architect	To supervise the implementation of the conservation project in accordance with the coordinating allied professionals
Civil or Structural Engineer	To give detailed structural analysis and advice in approaching the conservation project
Mechanical Engineer	To give detailed mechanical systems analysis and advice in approaching the conservation project

Sanitary Engineer	To provide the conservation project with technical knowledge and designs for proper sanitary, plumbing, and public health engineering systems
Electrical Engineer	To provide the conservation project with technical knowledge and designs for proper electrical systems
b) Support Staff	
Site Architect	To provide constant supervision and quality control monitoring, and conflict management on site
Draftsman	To provide assistance with the technical working drawings for the conservation project

XVI. Key Personnel

- ARCHITECTURAL FORENSICS TEAM

A. Conservation Architect / Team Leader

Must be a licensed Architect of at least **20 years** with at least 5 years relevant experience in Architectural Conservation with ongoing and/or completed heritage projects and affiliated with the United Architects of the Philippines (UAP).

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate degree holder	Doctorate degree holder
Experience in Architectural Conservation	5-7 years	8-10 years	>10 years
No. of Heritage Projects	1-5 Projects	6-10 Projects	>10 Projects
Total Maximum Score:			**20 points**

B. Architectural Historian

Must have at least a Master's degree in Art/Architectural History and at least **5 years** relevant experience in Architectural Conservation.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate degree holder	Doctorate degree holder
Experience in Architectural Conservation	5-7 years	8-10 years	>10 years
Total Maximum Score:			**20 points**

C. Curator
Must have a degree in Art History/Art Criticism/Art Studies and at least **10** years and possess relevant experience in curatorial work and exhibition design

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate degree holder and must have completed at least 12 units of Doctorate courses	Doctorate degree holder
Years of relevant experience	10-15 years	15-20 years	>20 years
Total Maximum Score:			**20 points**

D. Historian
Must have at least a master's degree in History/Art History and at least **5 years** relevant experience in History Research.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate degree holder	Doctorate degree holder
Experience in Architectural Conservation	5-7 years	8-10 years	>10 years
Total Maximum Score:			**20 points**

E. Project Coordinator
Must have at least a degree in any relevant degree or related work, and at least **5 years** relevant experience in Project Management.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate degree holder	Doctorate degree holder
Experience in Architectural Conservation	5-7 years	8-10 years	>10 years
Total Maximum Score:			**20 points**

F. Heritage Research Associate
Must have a degree and/or completed units in relevant fields and at least **2** years relevant research experience.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or have completed at least 12 units of Graduate courses	Graduate degree holder
Years of relevant experience	2-3 years	4-5 years	>5 years
Total Maximum Score:			**20 points**

TECHNICAL TEAM

A. Civil or Structural Engineer
Must have a degree in Civil Engineering and at least **2** years relevant experience.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Licensed Civil Engineer	Licensed Civil Engineer and Graduate degree holder	Licensed Structural Engineer
Years of relevant experience	2-3 years	4-5 years	>5 years
Total Maximum Score:			**20 points**

B. Design Architect
Must be a licensed Architect with ongoing and/or completed project of similar nature.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

C. Structural or Civil Engineer

Must be a licensed Civil or Structural Engineer. The Structural Engineer must be a duly licensed Civil Engineer with at least fifteen **(15)** years experience in structural design, and must preferably be affiliated with the Association of Structural Engineers of the Philippines (ASEP).

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

D. Electrical Engineer

Must be a licensed Electrical Engineer and at least **2** years relevant experience.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

E. Sanitary Engineer

Must be a licensed Sanitary Engineer or Master Plumber and at least **2** years relevant experience.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

F. Mechanical Engineer
Must be a licensed Mechanical Engineer and at least **2** years relevant experience.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

G. Landscape Architect
The Landscape Architect must be duly licensed with experience in institutional and cultural projects.

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

- <u>SUPPORT STAFF</u>

A. Site Architect
Must be a licensed Architect with completed projects of similar nature, able to commit a daily or almost daily presence on site, and has had relevant site experience for at least **5 years.**

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Undergraduate degree holder	Graduate diploma holder or completed at least 12 units of Graduate courses	Graduate degree holder
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

B. Draftsman
Must have a training certificate or diploma in Drafting Technology, or similar relevant field; or have completed units in Architecture or Engineering

Scoring Rubric			
Qualification	Score		
	0-5 points	5-7 points	8-10 points
Academic Qualifications	Diploma course or Training Certificate Holder	Completed at least 60 units of undergraduate courses in Architecture or Engineering	Undergraduate Degree holder in Architecture or Engineering
Relevant work experience	0-2 years	3-4 years	>5 years
Total Maximum Score:			**20 points**

XVII. Proposal Structure and Evaluation

The procurement of the consulting services, including its processes, requirements for eligibility, bid proposal structure and evaluation by the Bids and Awards Committee shall be governed by RA 12009, An Act Revising Republic Act No. 9184, Otherwise Known As The "Government Procurement Reform Act", And For Other Purposes.

Prospective bidders must therefore prepare their respective technical and financial proposals accordingly, ensuring that the proposed costs are within the Approved Budget for the Contract (ABC) and are sufficient to guarantee the completeness and integrity of all structural components of the project.

Prior to Bid evaluation, the BAC shall first examine the technical components of the bids using "pass/fail? criteria to determine whether all required documents are present. Only bids that are determined to contain all the bid requirements of the technical component shall be considered for opening and evaluation of their financial component. The PROCURING ENTITY shall indicate the numerical weights to be allocated for the Technical and Financial Proposals. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.

Using MEARB as award criteria, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:

1. The quality proposal together with the price proposal shall be considered in the evaluation of bids.

   The quality component shall be assessed on the basis of criteria with corresponding numerical weights indicated in the Bidding Documents, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:
   a.) Quality and technical merit, including technical competence and a credible track record;
   b) Aesthetic and functional design and characteristics;
   c) Approach and methodology; 122
   d) Accessibility;
   e) Tools and equipment;

f) Social, environmental, economic, and innovative characteristics;
g) Organization, qualification, and experience of employees or staff assigned to perform the contract;
h) Ongoing contracts and work commitments;
i) After-sales service and technical assistance;
j) Delivery conditions, such as delivery period and delivery process;
k) Disposal measures; or
l) Other relevant criteria in relation to the subject Infrastructure Projects to be procured.

2. The price proposals of the bids who meet the minimum quality score shall then be opened.

The criteria and rating system are as follows:

Rating Factor (Hurdle Rate: 70%)	Weight
A. Applicable experience of the Firm a) Completed consulting services of size, complexity and technical specialty similar to job under consideration, including quality of performance b) Other completed consulting services relevant to the job under consideration	**60**
B. Qualification of Personnel who may be assigned as Impact Evaluation Team Members ✔ Related Experience ✔ Education ✔ Training Acquired	**30**
C. Financial/Job Capacity	**10**
TOTAL	**100**

The selection process will be conducted through open competitive procurement/bidding procedures using non-discretionary "pass/fail" criterion as specified in the Revised IRR of RA 12009. This procurement activity is open to all interested Contractor. Local Consultants may associate with foreign consultants subject to the conditions for eligibility provided in said Revised IRR. Further, Local Consultants may engage foreign experts provided that the man-months thereof shall not exceed 40% of the total man-months requirement of the undertaking.

XVIII. Responsibilities of the Contractor

A. The CONTRACTOR shall certify that it has, at its own expense, inspected and examined the proposed PROJECT SITE, its surroundings and existing infrastructure and facilities related to the execution of the work, and has obtained all the pieces of information that are considered necessary for the proper execution of the work.

B. The CONTRACTOR shall provide the CLIENT with complete reports such as technical analyses, maps and details regarding the existing conditions and proposed improvements in coordination with the status of Conservation and Adaptive Reuse within the PROJECT SITE.

C. The CONTRACTOR should provide a copy of the design proposal and project presentation package to the CLIENT.

XIX. Responsibilities of the Client

1. The IMPLEMENTING AGENCY, with the assistance of the END-USER, shall provide the DESIGN CONSULTANT with full information regarding the requirements of the PROJECT.

2. The OWNER, through the facilitation of the IMPLEMENTING AGENCY, shall ensure the availability, programming and allocation of funds for the payment of the services of the CONSULTANT.

3. The IMPLEMENTING AGENCY shall coordinate with the CONSULTANT, the CONSTRUCTION MANAGEMENT TEAM, the END-USER and the OWNER in regard to the design and implementation of the PROJECT.

4. The IMPLEMENTING AGENCY shall assist in the coordination of the DESIGN CONSULTANT with various agencies during the phases of the PROJECT.

5. The IMPLEMENTING AGENCY shall assist in the evaluation of technical and financial bids for the architectural and engineering design of the PROJECT.

6. Facilitate the proper implementation of the PROJECT, in coordination with the CONSTRUCTION MANAGEMENT TEAM, the END-USER and the OWNER and in compliance with approved construction plans, specifications and budget.

XX. Codes and Standards

The PROJECT shall be designed, engineered, installed, tested, commissioned and turned over in conformity with the latest editions of the National Building Code of the Philippines, the National Structural Code of the Philippines, the Philippine Electrical Code, the R. A. 10066 National Cultural Heritage Act of 2009, R.A. 11194 Gabaldon School Buildings Conservation Act, the National Plumbing Code of the Philippines and other relevant codes, city ordinances, and standards.

XXI. SPECIAL CONSIDERATIONS ON THE CONCEPTUAL DESIGN:

A. GENDER AND DEVELOPMENT ACTION PLAN

a) The Gender Action Plan (GAP) shall also form part of the contract. The contractor shall comply with the measures set forth in the GAP. Further highlighting the project's benefits in terms of community development, livelihood and income opportunities, gender and participation.

b) The contractor shall adhere to RA 6685, apply core labor laws and regulations and incorporate applicable workplace occupational safety norms; strongly encourage to hire at least 20% women in skilled and unskilled positions in civil works; comply with GAD-related legal mandates, including prevention and response to gender-based violence.

c) Establish and implement a mechanism that will prevent and address incidents of sexual harassment and other forms of gender-based violence occurring in the context of civil works at work and affected or surrounding communities/areas.

XXII. <u>TERMS AND CONDITIONS OF THE CONTRACT:</u>

A. Roles and Responsibilities

1. *Responsibilities of Contractor/Developer*

a.) Prepare and submit the Architectural, Structural, and cost estimates including the corresponding cash flow and implementation/ delivery schedule for the review and approval of the Client EVSU within the 30-calendar day period reckoned from the issuance of the Notice to Award (NOA).

b.) Secure all necessary permits and licenses from Client EVSU for the plans and designs on Architectural and Structural. Submit copies of the permits upon approval by the concerned agencies.

c.) Provide warranty for the complete, satisfactory and faithful performance of all works in accordance with the approved design and specifications. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract as provided for in the Bid Data Sheet.
d.) Secure, for the account of the project, a Contractors All Risk and Fire Insurance equal to 100% of the project cost and maintain such insurance policy until the project has been completed and accepted by the Client EVSU.
e.) Coordinate and consult all matters with Client EVSU pertaining to the actual implementation of the Project through monthly submission of reports, requests and recommendations.
f.) Handle, coordinate, and secure all necessary permits, licenses and clearances for the Project from concerned government agencies outside Client EVSU.
g.) Assume any and all claims for the damages and/ or liabilities arising out of defects or imperfections in the construction or in the quality of works performed in the project.
h.) Shoulder all expenses related to the processing and final approval of the land development with the appropriate government agencies, which includes but not limited to payment of all fees, permits, ECC and licenses that may be required in the implementation of the Project, as well as ROW permits with DENR/ CENRO, and Cutting/ Breaking/ & Restoration Permits with DPWH.
i.) Facilitate the provision of water and power connection, including the payment of necessary fees.

2. *Responsibilities of Client (EVSU)*
a.) Review and approve all plans, designs, technical specifications, cost estimates, cash flow and delivery schedule.
b.) Secure and shoulder the cost and expenses in acquiring the land for the expansion facilities, as well any privately- owned property where ROW is required.
c.) Ensure compliance with requirements such as warranty for the complete, satisfactory and faithful performance of all works in accordance with the approved design and specifications.

B. Advance Payment

The winning bidder shall be provided the 15% advance payment based on the total contract cost as indicated in the Special Conditions of the Contract. However, the Advance payment may only be released after the approval of Client EVSU of the final designs of the project, submission of which by the winning bidder should be within the prescribed 30 calendar-day period stated in the Notice of Award.

C. Progress Payment

1. The Contractor may submit a Statement of Work Accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished certified/signed by authorized signatories. The SWA should show the amounts that the Contractor considers itself to be entitled to up to the end of the month.
2. The materials and equipment delivered on the site but not completely put in place shall be excluded from payment.
3. The Client EVSU shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:
4. Cumulative value of the work previously certified and paid for.
5. Portion of the advance payment to be recouped for the month.
6. Retention money in accordance with the condition of contract.
7. Amount to cover third party liabilities.
8. Amount to cover uncorrected discovered defects in the works.

D. Retention Money

1. Progress payments are subject to retention of ten percent (10%) referred to as the "Retention Money". Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the Client EVSU, are completed.

2. If, after fifty percent of the works have been completed and the work is satisfactorily done on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed. A certificate shall be issued by the Implementing Unit attesting to the satisfactory completion and on schedule of the works.
3. The total Retention Money shall be due for release upon final acceptance of the Works.
4. The contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amount equivalent to the retention money substituted for and acceptable to Client EVSU, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made.
5. The irrevocable standby letters of credit, bank guarantee and/or surety bonds, to be posted in favor of the Client (EVSU) shall be valid until Final Acceptance of the Project and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.

E. Contract Completion

Once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount, the Client EVSU shall create an Inspectorate Team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining works, work deficiencies for necessary corrections, and the specific duration/ time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the Client EVSU's claim for liquidated damages.

F. Liquidated Damages

1. Where the Designer/ Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the Designer/ Contractor shall pay the Client EVSU for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every month of delay.
2. Such amount shall be deducted from any money due or which may become due to Designer/ Contractor under the contract and/or collect such liquidated damages from the retention money or other securities posted by the Designer/ Contractor, whichever is convenient to the Client EVSU.
3. In case that the delay in the completion of the work exceeds a time duration equivalent to thirty percent (30%) of the specified contract time plus any time extension duly granted to the Designer/ Contractor, the Client EVSU may rescind the contract, forfeit the Designer's/ Contractor's performance security and takeover the prosecution of the project or award the same to a qualified Designer/ Contractor through negotiated contract.

2) The total sum of liquidated damages shall not exceed one percent (1%) of the total contract price, in which event the contract shall automatically be taken over by the Client EVSU or award the same to a qualified Designer/ Contractor through negotiation and the erring Designer's/ Contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the

amount of the liquidated damages that the Designer/ Contractor shall pay the Client EVSU and impose other appropriate sanctions.

G. Suspension of Work

1. The Client EVSU shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the Designer/ Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry Out valid orders given by the Client EVSU or to perform any provisions of the contract, or due to adjustment of plans to suit existing field conditions as found necessary during construction. The Designer/ Contractor shall immediately comply with such order to suspend the work wholly or partly.
2. The Designer/Contractor or its duly authorized representative shall have the right to suspend work operation on any or all activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Designer/ Contractor to the Concerned Operating Unit or equivalent official, as the case may be, due to the following:
   a) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
   b) Delay in the payment of Designer's/ Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's/ Developers claim has been certified to by the Client EVSU's concerned operation unit that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Designer/ Contractor.

H. Extension of Contract Time

The conditions of extension of contract time as stipulated in Annex "E" of the IRR of R.A. 12009, as amended, shall apply to this contract.

I. Termination of Contract

The conditions of termination of contract as stipulated in Annex "I" of the IRR of R.A. 12009, as amended, shall apply to this contract.

I. Warranty

In accordance with pertinent provisions of the IRR of R.A. 12009, as amended, the warranty against structural defects and failures shall be fifteen (15) years from final acceptance of the project, except those occasioned by force majeure.

J. As-Built Plans

The contractor shall cause the preparation and submission of "as-built" plans duly signed and sealed by a professional architect/ civil/ electrical/ mechanical/ auxiliary/ sanitary engineer in the same sheet size and scale as the original drawings.

XXIII. PROVISIONS FOR STORAGE AND MATERIAL HANDLING:

1. The Designer/Contractor shall store his materials, equipment and tools in one place of the site. The area shall be coordinated with EVSU. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident or damage shall be repaired and/or restored to its original condition.

2. Provisions for securing and safekeeping of stored materials, tools and equipment during the construction project shall be for the account of the Designer-Builder.

XXIV. Housekeeping, Waste Management, and Non-Compliance Penalties

The Contractor shall maintain proper housekeeping at the project site at all times, from commencement of the Works until final completion and project pack-up. The Contractor shall keep the site clean, orderly, and free from unnecessary obstructions, debris, and waste materials arising from the execution of the Works.

All residual waste materials generated from the building and construction activities, including but not limited to scrap materials, packaging, surplus soil, and demolition debris, shall be collected, handled, transported, and disposed of by the Contractor at the appropriate city-designated and authorized waste landfill or disposal facility, in full compliance with all applicable local laws, regulations, and environmental requirements.

No waste materials shall be stockpiled, buried, burned, or disposed of on or adjacent to the project site without prior written approval from the Employer or Engineer. The Contractor shall bear all costs associated with housekeeping, waste handling, and disposal, and shall provide proof of proper disposal when requested.

In the event of non-compliance, the Employer or Engineer may issue a written notice requiring the Contractor to rectify the deficiency within a specified period. Should the Contractor fail to comply within the given time:

a. The Employer may carry out the necessary housekeeping and waste removal works through third parties, and all associated costs shall be deducted from the Contractor's interim payments, retention money, or performance security; and/or

b. A penalty or liquidated damage in the amount stipulated in the Contract may be imposed for each day of continued non-compliance; and/or

c. Repeated or serious violations may constitute grounds for suspension of work, withholding of payments, or termination of the Contract, in accordance with the Contract conditions.

The Contractor shall remain fully liable for any fines, penalties, or claims imposed by regulatory authorities arising from improper waste management or housekeeping practices.

XXV. CLEARING OF THE SITE:

The Designer/Builder shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish caused by their work to the satisfaction of EVSU at no extra cost.

XXVI. CONSTRUCTION SAFETY:

The Designer/Contractor shall refer to the Department of Public Works and Highways (DPWH) Department Orders and DOLE Guidelines for the construction safety on site and should be included in the submission of the Project Execution Plan.

XXVII. CONFIDENTIALITY:

All relevant data such as maps, reports, plans, diagrams, designs, statistics, specifications, and other supporting records or materials prepared in the course of the design-and-build shall be the property of EVSU and shall not be used by the Designer/Contractor without the prior written approval. Print and electronic copies of such documents shall be turned-over to EVSU.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of EVSU.

XXVIII. ASSIGNMENT AND SUBCONTRACTING:

Except with prior written approval of the Procuring Entity, the Designer/Contractor shall not assign nor sub-contract any part of the design-build scheme.

XXIX. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of EVSU and Contractor is that of an independent contractor.

XXX. INDENTIFICATION:

The Designer/Contractor shall hold EVSU free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of design-and-build scheme

In addition, the Contractor Designer agrees to protect and defend, at its own expense, EVSU against claims and liabilities arising from acts or omissions committed by the Contractor or its staff in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify EVSU for any damages or liabilities that EVSU may be compelled to assume arising from said acts or omissions.

XXXI. CHANGES:

EVSU may at any time, by written notice to Designer/Contractor, issue additional instructions, changes, or alterations to the work with no additional cost unless it is mutually agreed upon and in conformance with R.A. 12009 and its IRR.

XXXII. WARRANTIES OF THE DESIGNER/CONTRACTOR:

1) The Designer/Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference.

2) The Designer/Contractor warrants, represents and undertakes reliability of the service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of EVSU. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working within the compound. It shall not obtain the services of any personnel of EVSU to work in any category.

3) The Designer/Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services.

4) The Designer/Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;

5) The Designer/Contractor, shall coordinate with authorized and/or designated personnel of EVSU in the performance of their services;

6) The Designer/Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and EVSU shall be specifically released from any responsibility arising therein;

7) The Designer/Contractor shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to EVSU;

8) The Designer/Contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest in the design-build contract; and

9) The Designer/Contractor who drew up the plans and specifications for a building shall be held liable for damages within fifteen (15) years for the design of the fit-out works they designed from the completion of the structure; the same should collapse by reason of a defect in those plans and specifications, or due to the defects in the ground.

XXXIII. PROJECT ACCEPTANCE AND TURNOVER:

1) EVSU shall coordinate with concerned entities to ensure that the Contractor and its completed work is:

a. In accordance with the Construction Contract documents (plans and specifications) approved by EVSU.
b. Able to perform as expected and that the building was properly constructed to allow successful testing, commissioning, and certification.

2) Should EVSU and concerned entities notice minor defects after completing the punch list, new items may be added to the list which the Contractor shall correct prior to final acceptance without cost to EVSU.

3) EVSU shall release the retention money upon Final Acceptance of the project.

The Warranty Security shall be returned after the completion of the "**Design-And-Build For The Conservation And Adaptive Reuse Of The Gabaldon School Building as A Museum**" at EVSU Main Campus one (1) year after the issuance of the Certificate of Final Acceptance.

XXXIV. CONFLICT OF INTEREST:

The Designer/Builder/Contractor shall provide professional, objective, and impartial advice and at all times hold EVSU's interest paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. The Designer/Builder/Contractor shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of EVSU.

Should a conflict-of-interest situation arise during the implementation of this Design-Build scheme, not attributable to any act of the Designer/Contractor, the Contractor must disclose the nature and extent of the conflict within ten (10) days from notice.

Prepared by:

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