



KENYA URBAN ROADS AUTHORITY
Efficient & Safe Urban Roads

**CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER
ACCESS ROADS IN NAIROBI COUNTY**

TENDER No.: KURA/DEV/HQ/ 213/2018-2019

BID DOCUMENT

1. FORM OF BID
2. APPENDIX TO FORM OF BID
3. STANDARD FORMS & SCHEDULES OF SUPPLEMENTARY INFORMATION
4. INSTRUCTIONS TO BIDDERS
5. QUALIFICATION CRITERIA
6. CONDITIONS OF CONTRACT
7. STANDARD SPECIFICATIONS
8. SPECIAL SPECIFICATIONS
9. BILLS OF QUANTITIES
10. DRAWINGS

MARCH, 2019

**DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY
P.O. Box 41727 - 00100
NAIROBI.**

**DIRECTOR (URD)
KENYA URBAN ROADS AUTHORITY
P.O. Box 41727 - 00100
NAIROBI.**

TABLE OF CONTENTS

SECTION 1: FORM OF BID	1
SECTION 2: APPENDIX TO FORM OF BID	4
SECTION 3: STANDARD FORMS AND SCHEDULES OF SUPPLEMENTARY INFORMATION	7
SECTION 4: INSTRUCTIONS TO BIDDERS.....	39
SECTION 5: QUALIFICATION CRITERIA.....	59
SECTION 6: CONDITIONS OF CONTRACT.....	72
SECTION 7: STANDARD SPECIFICATIONS	122
SECTION 8: SPECIAL SPECIFICATIONS.....	124
SECTION 9: BILLS OF QUANTITIES.....	252
SECTION 10: DRAWINGS	255

SECTION 1: FORM OF BID

FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

**NAME OF CONTRACT: CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND
OTHER ACCESS ROADS IN NAIROBI COUNTY**

TENDER No.: KURA/DEV/HQ/ 213/2018-2019

TO: The Director General
Kenya Urban Roads Authority
P. O. Box 41727 - 00100,
NAIROBI.

Dear Sir,

1. Having examined the Conditions of Contract, Specifications, Bills of Quantities, and Drawings for the execution of the above named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

(Insert amount in words)

.....
.....
.....
.....

(Insert amount in figures)

.....
.....

as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's Order to Commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Form of Bid.

3. If our bid is accepted, we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 10% of the above-named sum for the due performance of the contract under the terms of a Bond to be approved by you.
4. We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

Dated this Day of 20

Signature:.....in the capacity of

Duly authorized to sign bids on behalf of (Name of Bidder)

.....

(Address of Bidder):

(Name of Witness):

(Signature of Witness):

(Address of Witness):

(Occupation of Witness):

SECTION 2: APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID

(This appendix forms part of the bid)

DESCRIPTION	Conditions of Contract Clause	DETAILS
Bid Security (Bank Guarantee Only)		Kshs. 6,000,000.00
Employer	1.1 (a) (i)	Director General Kenya Urban Roads Authority.
Engineer	1.1 (a) (iv)	Director (Urban Roads Development), Kenya Urban Roads Authority.
Engineer's Authority to Issue Variations	2.1 (d) (ii)	25% of the Contract Price
Contract Documents	5.1 (a)	The language of the contract is English
	5.1 (b)	The law in force is that of the Republic of Kenya
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	The performance security shall be in the form of an unconditional bank guarantee in the amount of ten (10) percent of the Contract Price
Access to Data	11.1	Data made available by the Employer under Subclause 11.1 is open for inspection at the offices of the Director (Urban Roads Development), Kenya Urban Roads Authority, Nairobi.
Programme to be submitted	14.1	Not later than 21 (twenty-one) days after issuance of Order to Commence
Cash Flow Estimate	14.3	Not later than 21 (twenty-one) days after issuance of Order to Commence
Minimum Amount of Third-Party Insurance	23.2	KShs. 10,000,000 (Kenya Shillings Ten Million only) per occurrence, with the number of occurrences unlimited.
Period for commencement, from Engineer's Order to Commence	41.1	Not later than 28 (twenty-eight) days after Notice of Order to Commence
Time for Completion	43.1	Twenty Four (24) Months.
Amount of Liquidated Damages	47.1	0.02% of the Contract Price per day
Limit of Liquidated Damages	47.1	10% (ten percent) of the Contract Price.
Taking over of Sections or Parts	48.2(a)	Applicable as per the Stipulation of Clause 107 of the Special Specifications.
Defects Liability Period	49.1	Twelve (12) Months.
Advance Payment	60.1	Up to a maximum of Ten percent (10%) of the Contract Sum
Minimum Amount of Interim Payment Certificates	60.2	Kshs. 20,000,000.00
Retention Money	60.2	5% (five percent) of Interim Payment Certificates

DESCRIPTION	Conditions of Contract CLAUSE	DETAILS
Limit of Retention Money	60.2	5 (five) percent of the Contract Price less Provisional Sums and Contingencies
Number of Copies of monthly Statement and statements of Completion and Final Statement	60.2 60.3 60.11 60.12	6 copies
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.4	90 days
Time within which payment to be made after Final Payment Certificate signed by the Engineer	60.4	90 days
Currency of Payment	60.6	Kenya Shillings only
Appointer of Arbitrator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	The Employer's address is: Director General Kenya Urban Roads Authority IKM PLACE, 5th Ngong Avenue P.O. Box 41727 – 00100 <u>NAIROBI.</u> Tel. +254 020 8013844 Email: info@kura.go.ke, Web: www.kura.go.ke The Engineer's address is: Director (Urban Roads Development), Kenya Urban Roads Authority IKM PLACE, 5th Ngong Avenue P.O. Box 41727 – 00100 <u>NAIROBI.</u> Tel. +254 020 8013844 Email: info@kura.go.ke, Web: www.kura.go.ke

Signature of Bidder.....

Date

The items on the following pages are to be filled in by the bidder as part of its bid, except for the items marked*.

**Approximate
Weightings for
Price Adjustment
Formulae**

* 70.3

[See table immediately below]

Description of index	% range of weighting ^a
a. Fixed	10
b. Labour	10 to 12
c. Fuels and Lubricants	12 to 20
d. Plant and Spares	25 to 35
e. Cement	15 to 20
f. Reinforcement and Steel products	5 to 8
g. Explosives	3 to 5
h. Bitumen and Bitumen Products	12 to 20
Total	100%

a. As guidance to bidders and for the purpose of checking their submissions, the Employer has estimated and provided a range of acceptable weightings for related major construction inputs in accordance with potential range of construction methodologies, based on estimated cost in a common currency.

**Weightings and
Indices** 70.3
 70.4

In the tables immediately below, bidders shall (a) indicate their amounts of local currency payment, (b) indicate their proposed source and base values of indices for the different foreign currency elements of cost, (c) derive their proposed weightings for local and foreign currency payment as indicated below, and (d) list the exchange rates used in the currency conversion. If payment is to be made in more than one foreign currency, the bidder shall complete a similar table of source indices for each currency.

From January 1, 1999, for the purposes of price adjustment, foreign currency inputs from sources in member countries of the European Monetary Union (EMU) shall be indexed in the related national source currency or in its euro equivalent, with appropriate exchange rate corrections for the currencies of payment.

Table A. Local Currency

<i>Material code</i>	<i>Material</i>	<i>Base Price of Material</i>	<i>Bidder's related currency amount</i>	<i>Bidder's proposed weighting</i>
—	Non-adjustable	—	—	a: 0.1 b: c: d: e: f. g. h.
Total				

Signature of Bidder.....

Date

SECTION 3: STANDARD FORMS AND SCHEDULES OF SUPPLEMENTARY INFORMATION

STANDARD FORMS & SCHEDULES OF SUPPLEMENTARY INFORMATION

STANDARD FORMS.....	11
3.1 BANK GUARANTEE FOR ADVANCE PAYMENT	12
3.2 FORM OF BANK BID SECURITY	14
3.3 FORM OF INVITATION FOR BIDS	16
3.4 LETTER OF ACCEPTANCE.....	17
3.5 FORM OF AGREEMENT.....	18
3.6 PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)	20
3.7 FORM OF LETTER OF NOTIFICATION OF AWARD	21
SCHEDULES OF SUPPLEMENTARY INFORMATION.....	22
3.8 BID QUESTIONNAIRE.....	23
3.9 CONFIDENTIAL BUSINESS QUESTIONNAIRE	24
3.10 SCHEDULE OF MATERIALS BASIC PRICES	26
3.11 MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT.....	27
3.12 SCHEDULE OF LABOUR BASIC RATES	28
3.13 DETAILS OF SUBCONTRACTORS	29
3.14 CERTIFICATE OF BIDDER'S VISIT TO SITE.....	30
3.15 FORM OF WRITTEN POWER OF ATTORNEY	31
3.16 KEY PERSONNEL	32
3.17 SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE YEARS.....	33
3.18 SCHEDULE OF PROJECTS CURRENTLY IN PROGRESS	34
3.19 FINANCIAL STANDING.....	35
3.20 OTHER SUPPLEMENTARY INFORMATION	36
3.21 DECLARATION FORM.....	37
3.22 ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM.....	38

STANDARD FORMS

3.1 BANK GUARANTEE FOR ADVANCE PAYMENT

To: **Director General,
Kenya Urban Roads Authority,
IKM PLACE, 5th Ngong Avenue
P.O. Box 41727 - 00100
NAIROBI**

_____ (Date)

Gentlemen,

Ref: **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER
ACCESS ROADS IN NAIROBI COUNTY
TENDER No.: KURA/DEV/HQ/ 213/2018-2019**

In accordance with the provisions of the Conditions of Contract of the
above-mentioned Contract,

We, _____ [name and Address of
Contractor] (hereinafter called “the Contractor”) shall deposit with
_____ [name of Employer] a bank guarantee
to guarantee his proper and faithful performance under the said Contract in
an amount of KShs. _____ [amount of Guarantee in figures] Kenya
Shillings _____ [amount of Guarantee
in words].

We, _____ [bank or financial institution], as instructed by the
Contractor, agree unconditionally and irrevocably to guarantee as primary
obligator and not as Surety merely, the payment to
_____ [name of Employer] on his first demand
without whatsoever right of objection on our part and without his first claim
to the Contractor, in the amount not exceeding
Kshs _____ [amount of Guarantee in figures] Kenya
Shillings

[amount of Guarantee in words], such amount to be reduced periodically by
the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the
terms of the Contract or of the Works to be performed there under or of any
of the Contract documents which may be made between
_____ [name of Employer] and the Contractor, shall in
any way release us from any liability under this guarantee, and we hereby
waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have
received notice in writing from you that an advance payment of the amount
listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the
advance payment under the Contract until

_____ (*name of Employer*) receives full
payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address

Date _____

Witness: Name:

Address: _____

Signature: _____

Date: _____

3.2 FORM OF BANK BID SECURITY

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

.....
.....

(herein after called “the Bidder”) has submitted his bid dated

for the **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS
ROADS IN NAIROBI COUNTY TENDER No.: KURA/DEV/HQ/ 213/2018-2019**

hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

.....
.....

of [Name of Country]

.....
having our registered offices at

.....
(hereinafter called the Bank) are bound unto the Director General, Kenya Urban Roads Authority
(hereinafter called “The Employer”) in the sum of

(in words KShs)

.....

(In figures KShs)

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors
and assigns by these presents.

Signed for the said Bank this day of20.....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder refuses to accept the correction of errors in his bid; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
 - (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
 - (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK

.....

NAME OF SIGNATORY

.....

DATE.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

3.3 FORM OF INVITATION FOR BIDS

(See tender notice on www.kura.go.ke/tender notices)

3.4 LETTER OF ACCEPTANCE

[Letter head paper of the Employer]

_____ *[date]*

To: _____ *[name of the Contractor]*

_____ *[address of the Contractor]*

Dear Sir,

This is to notify you that your Bid dated _____ for the execution of
**CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS
ROADS IN NAIROBI COUNTY TENDER No.: KURA/DEV/HQ/ 213/2018-2019** for the
Contract Price of

Kshs. _____ *[amount in figures]* Kenya

Shillings _____ *(amount in words)* in
accordance with the Instructions to Bidders is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with
the Contract documents.

Authorized Signature

.....

Name and Title of Signatory

.....

3.4 FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20____ between the **Director General, Kenya Urban Roads Authority, IKM Place, 5th Ngong Avenue, Nairobi** (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is _____ situated _____ at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS ROADS IN NAIROBI COUNTY , TENDER No.: KURA/DEV/HQ/ 213/2018-2019** (hereinafter called "the Works") located in NAIROBI County and the Employer has accepted the bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs. _____ [Amount in figures], Kenya Shillings _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement:
 - (i) Letter of Acceptance
 - (ii) Form of Bid and Appendix to Form of Bid
 - (iii) Conditions of Contract, Part I
 - (iv) Conditions of Contract, Part II
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bill of Quantities

All aforesaid documents are hereinafter referred to as "The Contract".

3. In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer:
(Director General, Kenya Urban Roads Authority)
For and on behalf of the said Employer.

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

By the said Contractor:

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

3.5 PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: Director General
Kenya Urban Roads Authority
P.O. Box 41727 - 00100
NAIROBI

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. RD. dated _____ to execute **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS ROADS IN THE NAIROBI COUNTY, TENDER No.: KURA/DEV/HQ/ 213/2018-2019** (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____

_____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank: _____

Address: _____

Date: _____

3.6 FORM OF LETTER OF NOTIFICATION OF AWARD

Director General
Kenya Urban Roads Authority
P.O. Box 41727 - 00100
NAIROBI

To:
.....
.....
.....

RE: Bid No.

Tender Name: **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND
OTHER ACCESS ROADS IN NAIROBI COUNTY , TENDER No.:
KURA/DEV/HQ/ 213/2018-2019**

This is to notify that the contract (s) stated below under the above-mentioned Bid have been awarded to you.

.....
.....
.....

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS):

Director (Urban Roads Development)
Kenya Urban Roads Authority
P. O. Box 41727 - 00100
Nairobi

Telephone: +254 020 8013844

Email: info@kura.go.ke, Web: www.kura.go.ke.

.....
SIGNED FOR DIRECTOR GENERAL

SCHEDULES OF SUPPLEMENTARY INFORMATION

3.7 BID QUESTIONNAIRE

Please fill in block letters.

1. Full names of Bidder.....
.....
 2. Full address of Bidder to which Bid correspondence is to be sent (unless an agent has been appointed below)
.....
 3. Telephone number (s) of Bidder.....
.....
 4. Telex address of Bidder.....
.....
 5. Name of Bidder's representative to be contacted on matters of the Bid during the Bid period.....
.....
 6. Details of Bidder's nominated agent (if any) to receive Bid notices. This is essential if the Bidder does not have his registered address in Kenya (name, address, telephone, telex)
.....
.....
.....
.....
- Signature of Bidder

*Make copy and deliver to **the Director General, Kenya Urban Roads Authority.***

3.8 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General:

Business Name:

Location of business premises:Country/Town.....

Plot No.....Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs.

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor:

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership:

Give details of partners as follows:

	<u>Name in full</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1				
2				
3				

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

	<u>Name in full</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1				
2				
3				
4				

Part 2(d) – Interest in the Firm:

Is there any person/persons in **Kenya Urban Roads Authority** who has interest in this firm?
Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....		
(Title)	(Signature)	(Date)

* Attach proof of citizenship.

3.9 SCHEDULE OF MATERIALS BASIC PRICES
(Ref: Clause 70 of Conditions of Contract)

Item No.	Description	Country of Origin	Name of Supplier	unit	Unit Price Kshs.
1.	Cut-back Bitumen MC 30 in bulk			Litre	
2.	Cut-back Bitumen MC 30 in drums			Litre	
3.	Bitumen 80/100 in bulk			Kg	
4.	Bitumen 80/100 in drums			Kg	
5.	Bitumen Emulsion K1-60 in bulk			Litre	
6.	Bitumen Emulsion K1-60 in drums			Litre	
7.	Cut-back Bitumen MC 70 in bulk			Litre	
8.	Cut-back Bitumen MC 70 in drums			Litre	
9.	Petrol, Regular Grade			Litre	
10	Petrol, Premium/ super Grade			Litre	
11	Automotive Diesel Fuel			Litre	
12	Industrial Diesel Oil			Litre	
13	Kerosene Fuel			Litre	
14	Cement			Tonne	
15	Flex beam Guardrail			Metre	
16	Gabion Mesh			M ²	
17	Reinforcing Steel			Tonne	
18	Lime			Tonne	

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

The prices inserted above shall be those prevailing 28 days before the submission of Bids and shall be supported by quotations from the origin and quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Bid. Failure to bring this quotation will lead to disqualification.

Prices of imported materials to be quoted CIF Mombasa or Nairobi, as appropriate, depending on whether materials are imported by the Bidder directly or through a local agent.

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to mid-point of **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS ROADS IN THE NAIROBI COUNTY, TENDER No.: KURA/DEV/HQ/ 213/2018-2019** depending on whether materials are imported directly by the Bidder or through a local agent.

3.10 MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

Date of Arrival on Project (Days after commence)	
Power Rating	
Owned/ Leased / Imported	
Source	
Estimated CIF Mombasa Value (If to be Imported)	
Capacity t or m cu	
New or Used	
Year of Manufacture	
No. of each	
Description Type, Model, Make	

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule. Summary of the same shall be entered in Section 5: Qualification Criteria, Part 7.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

3.11 SCHEDULE OF LABOUR BASIC RATES
(Reference: Clause 70 of Conditions of Contract)

LABOUR CATEGORY	(MONTH/SHIFT/HOUR)	RATES

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union. Attach evidence.

.....
(Title)

.....
(Signature)

.....
(Date)

3.12 DETAILS OF SUBCONTRACTORS

If the Bidder wishes to sublet any portions of the Works under any heading, he must give below details of the subcontractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the bid.

(1) Portion of Works to be sublet:

(i) Full name of Subcontractor and address of head office:

.....
.....
.....
.....
.....

(ii) Subcontractor's experience of similar works carried out in the last 3 years with contract value:

	<u>Similar Works</u>	<u>Contract Value</u>
1		
2		
3		

(2) Portion of Works to sublet:

(i) Full name of sub-contractor and address of head office:

.....
.....
.....
.....
.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

	<u>Similar Works</u>	<u>Contract Value</u>
1		
2		
3		

.....
[Signature of Bidder]

.....
(Date)

3.13 CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

participated in the organised inspection visit of the site of the works for the
**CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS
ROADS IN NAIROBI COUNTY , TENDER No.: KURA/DEV/HQ/ 213/2018-2019**
held on

.....day of.....20.....

Signed.....

(Employer's Representative)

.....

(Name of Employer's Representative)

(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

3.14 FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

(The Bidder consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Bid.)

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

Alternate:

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

*To be filled by all Bidders.

3.15 KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE
Headquarters: 1. Director 2. 3. 4. 5. Etc.			
Site Office: 1. Site Superintendent 2. 3. 4. 5. etc.			

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

3.16 SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)*	CONTRACT PERIOD (YEARS)	YEAR COMPLETED
A. <u>Non-completed Works</u>			
B. <u>Completed Works</u>			
C. <u>Specific Construction Experience</u>			

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

*Value in Kshs. using Central Bank of Kenya mean exchange rate at a reference date 28 days before the date of bid opening.

3.17 SCHEDULE OF PROJECTS CURRENTLY IN PROGRESS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMENCE- MENT	DATE OF COMPLETION	TOTAL VALUE OF WORKS (KSHS.)	PERCENTAGE COMPLETED TO DATE

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

3.18 FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements and balance sheet for the last five calendar years and estimated projection for the next two years with certified English translation where appropriate.
- 2 Give turnover figures for each of the last five (5) financial years. Quote in millions and decimal thereof.

	Year	Year	Year	Year	Year
	KShs.	KShs.	KShs.	KShs.	KShs.
Road works					
Other civil Engineering works					
Other (specify)					
Total					

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE (3) FINANCIAL YEARS.

	Year	Year	Year
	KShs.	KShs.	KShs.
1. Total Assets			
2. Current Assets			
3. Bank Credit Line Value			
4. Total Liabilities			
5. Current Liabilities			
6. Net Worth (1-4)			
7. Working capital (2+3-4)			

- (a) Name/Address of Commercial Bank providing credit line

.....
.....

- (b) Total amount of credit line KShs.....

Attach certified copies of financial bank statements of the last three (3) months.

Attach a certified copy of Undertaking of the Bank to providing the credit.

3.19 OTHER SUPPLEMENTARY INFORMATION

1. Financial reports for the last five years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.
.....
.....
.....
.....
.....
.....
2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents
.....
.....
.....
.....
.....
.....
3. Name, address, telephone, telex, fax numbers of the Bidder's Bankers who may provide reference if contacted by the Employer.
.....
.....
.....
.....
.....
.....
4. Information on current litigation in which the Bidder is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

3.20 DECLARATION FORM

Date:

To: Director General
Kenya Urban Roads Authority
P.O. Box 41727 - 00100
NAIROBI

The Bidder (name and address)
.....
.....
.....
.....

declares the following:

- (a) Has not been debarred from participating in public procurement.
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
(Title)

.....
(Signature)

.....
(Date)

Official Stamp:

(To be signed by authorized representative and officially stamped)

3.21 ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of Post Office
Box

..... declare that I/ We recognize that
Public

Procurement is based on a free, fair and competitive tendering process which should not be
open to abuse.

I/We Declare that
I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any
public officer, their relations or business associates, in connection with tender
No..... for or in the subsequent performance of the
contract if I/We am/are successful.

Signed by C.E.O. or Authorized Representative. Name
.....

Designation.....

Signature.....

Date.....

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name.....

Designation.....

Signature.....

Date.....

SECTION 4: INSTRUCTIONS TO BIDDERS

SECTION 4: INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

A.	GENERAL.....	41
1.	Scope Of Bid	41
2.	Source of Funds	41
3.	Eligible Bidders.....	41
4.	Qualification of the Bidder	41
5.	One Bid per Bidder	42
6.	Cost of Bidding.....	42
7.	Site Visit	43
B.	BIDDING DOCUMENTS	43
8.	Content of Bidding Documents	43
9.	Clarification of Bidding Documents	44
10.	Amendment of Bidding Documents	44
C.	PREPARATION OF BIDS	44
11.	Language of Bid.....	44
12.	Documents Comprising the Bid.....	44
13.	Bid Prices	45
14.	Currencies of Bid and Payment	45
15.	Bid Validity	45
16.	Bid Security.....	46
17.	Alternative Proposals by Bidders	46
18.	Pre-Bid Meeting	47
19.	Format and Signing of Bid.....	47
D.	SUBMISSION OF BIDS	47
20.	Sealing and Marking of Bids.....	48
21.	Deadline for Submission of Bids.....	48
22.	Late Bids.....	48
23.	Modification and Withdrawal of Bids	48
E.	BID OPENING AND EVALUATION.....	50
24.	Bid Opening	50
25.	Process to Be Confidential	50
26.	Clarification of Bids and Contacting the Employer	50
27.	Examination of Bids and Determination of Responsiveness	51
28.	Correction of Errors.....	51
29.	Conversion to Single Currency for Comparison of Bids	52
30.	Evaluation and Comparison of Bids	52
F.	AWARD OF CONTRACT	53
31.	Award.....	53
32.	Employer's Right to Accept Any Bid and to Reject Any or All Bids	53
33.	Notification of Award.....	53
34.	Signing of Agreement	53
35.	Performance Security	54
36.	Disputes Review Method.....	54
37.	Corrupt & Fraudulent Practices.....	54

SECTION 4: CONDITIONS OF BID AND INSTRUCTIONS TO BIDDERS

A. GENERAL

- | | |
|---------------------------------------|--|
| 1. Scope Of Bid | <p>1.1 The Employer, as defined in the Conditions of Contract, Part II and Appendix to Form of Bid, hereinafter referred to as “the Employer,” wishes to receive bids for the construction of Works, as described in Section 1, Clause 102 of the Special Specifications (Location and extent of the works).</p> <p>1.2 The successful bidder will be expected to complete the Works within the period stated in the Appendix to Form of Bid from the date of commencement of the Works.</p> <p>1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tendered,” “bidding/tendering,” etc.) are synonymous, and day means calendar day. Singular also means plural.</p> |
| 2. Source of Funds | <p>2.1 The source of funding is the Government of Kenya through the Development Vote</p> |
| 3. Eligible Bidders | <p>3.1 This invitation to bid is open to any bidder (including all members of a joint venture and all subcontractors of a bidder) meeting all three of the following requirements:</p> <ul style="list-style-type: none">(a) A bidder shall not be affiliated with a firm or entity<ul style="list-style-type: none">(i) That has provided consulting services related to the Works to either the Employer during the preparatory stages of the Works or of the Project of which the Works form a part,(ii) That has been hired (or is proposed to be hired) by the Employer as an Engineer for the contract.(b) A bidder shall be pre-qualified for the contract as notified by the Employer <p>3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.</p> |
| 4. Qualification of the Bidder | <p>5.1 Bidders shall, as part of their bid:</p> <ul style="list-style-type: none">(a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and(b) Update any information submitted with their applications for prequalification, which has changes, and update in any case the information indicated in the Bidding Data, and continue to meet the minimum threshold criteria set out in the prequalification documents. |

As a minimum, bidders shall update the following information:

- (a) Evidence of access to lines of credit and availability of other financial resources
- (b) Financial predictions for the current year and the two following years, including the effect of known commitments
- (c) Work commitments acquired since prequalification.
- (d) Current litigation information, and
- (e) Availability of critical equipment.

5.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) The bid shall include all the information listed in Sub-Clause 4.1 above.
- (b) The bid and, in case of a successful bid, the Agreement shall be signed so as to be legally binding on all partners.
- (c) One of the partners shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively.
- (e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-clause 4.2 (c) above as well as in the bid and in the Agreement, in case of successful bid, and
- (f) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

5.3 Bidders shall also submit proposals of work methods and schedule in sufficient details to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Sub-clause 1.2 above.

5. One Bid per Bidder

5.1 Each bidder shall submit only one bid either by himself or as a partner in a joint venture. A bidder who submits or participants in more than one bid, other than alternatives pursuant to Clause 17 below, will be disqualified.

6. Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and

submission of its bid and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

7. Site Visit

- 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting referred to in Clause 18.
- 7.4 The bidder's representative should be technically qualified with at least a degree in civil engineering. He must also be one of the key people listed in the schedule of key personnel.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The bidding documents are those stated below and should be read in conjunction with any Addenda issued if any in accordance with Clause 11 below.
1. Form of Bid
 2. Appendix to Form of Bid
 3. Bid Security
 4. Instructions to Bidders
 5. Bidding Data
 6. Conditions of Contract, Part I
 7. Conditions of Particular Application, Part II
 8. Standard Specifications
 9. Special Specifications
 10. Form of Contract Agreement
 11. Bill of Quantities

12. Drawings

13. Tender addenda [tender notices]

- 8.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids that are not substantially responsive to the requirements of the bidding documents will be rejected.

9. Clarification of Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, the term "cable" is deemed to include telex and facsimile) at the Employer's address indicated in the Appendix to the Form of Bid. The Employer will respond to any request for clarification that he receives earlier than fourteen (14) days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.
- 10.2 Any Addendum thus issued shall be part of the bidding documents pursuant to Sub-clause 9.1 above and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer, in accordance with Clause 21.2, may extend as necessary the deadline for submission of bids.

C. PREPARATION OF BIDS

11. Language of Bid

- 11.1 The bid, and all correspondence and documents related to the bid exchanged by the Bidder and the Employer, shall be written in English Language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English Language shall prevail.

12. Documents Comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following: duly filled-in Form of Bid and Appendix to Form of Bid, Bid Security, priced Bill of Quantities, alternative offers where invited, and any information or other materials required be completing and submitting by bidders in accordance with these Instructions to Bidders. The documents in this

bidding process shall be filled in without exception, subject to extensions thereof in the same format and to the provisions of Sub-clause 16.2 regarding the alternative forms of bid security.

13. Bid Prices

13.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in Sub-clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.

13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

13.4 Unless otherwise provided in the Bidding Data and Conditions of Particular Application, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidder shall furnish the indices and weightings in the Appendix to Form of Bid for the price adjustment formulae, and shall submit with its bid such other supporting information as required under Clause 70 of the Conditions of Contract. The Employer may require the bidder to justify its proposed weightings.

14. Currencies of Bid and Payment

14.1 The currency (ies) of the bid shall be in Kenya Shillings.

15. Bid Validity

15.1 Bids shall remain valid and open for acceptance for a period of 120 Days from the specified date of bid opening stated under Clause 21 below.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 16 below in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond eight weeks, the amounts payable in local and foreign currency to the bidder selected for award, shall be increased by applying to both the local and foreign currency component of the payments, respectively, the factors specified in the Bidding Data or in the request for extension, for the

period of delay beyond eight weeks after the expiry of the initial bid validity, up to the notification award. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. Bid Security

16.1 The bidder shall furnish, as part of its bid, a Bid Security in the amount stipulated in the Appendix to the Form of Bid in the currency of the Employer's country, or the equivalent amount in a freely convertible currency.

16.2 The bid security shall be in the form of a bank guarantee from a reputable bank selected by the bidder and located in any eligible country. The format of the bank guarantee shall be in accordance with the form of bid security included in Section 3 of this Volume I bidding document. Bid security shall remain valid for a period of 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-clause 15.2 above.

16.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.

16.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.

16.5 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

16.6 The bid security may be forfeited:

- (a) If the bidder withdraws its bid, except as provided in Sub-clause 23.2 below
- (b) If the bidder does not accept the corrections of its Bid Price, pursuant to Sub-clause 28.2 below.
- (c) In the case of a successful bidder, if he fails within the specified time limit to
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 When alternative times for completion are explicitly invited, a statement to that effect will be included in the Bidding Data Sheet and Conditions of Contract, as will the method of evaluating different times for completion.

17.2 Except as provided under Clause 17.3 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the Employer's design as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the

technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer.

17.3 When bidders are permitted to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section 8, Technical Specifications.

18. Pre-Bid Meeting

18.1 The bidder's designated representative is invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time in the letter of Invitation to Bid.

18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.3 The bidder is requested, as far as possible, to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with Sub-clause 18.4 below.

18.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10.1 above and not through the minutes of the pre-bid meeting.

18.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

19. Format and Signing of Bid

19.1 The bidder shall prepare one original of the documents comprising the bid as described under Clause 8 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Form of Bid, and clearly marked 'original'. In addition, the bidder shall submit copies of the bid, in the number specified in the Bidding Data and Appendix to Form of Bid and clearly marked 'copies'. In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-clauses 4.1 (a) or 4.2 (c) above, as the case may be. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.

19.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “original” and ‘copies’. The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Appendix to Form of Bid
- (b) Bear the name and identification number of the Contract.
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Letter of invitation to bid.

20.3 In addition to the identification required under Sub-clause 20.2 above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 22.1 below, and for matching purposes under Clause 23 below.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Employer at the address specified under Sub-clause 20.2, not later than the time and date stipulated in the Letter of invitation to Bid.

21.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Sub-clause 10.1 above, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Employer after the deadline for submission of bids prescribed under Sub-clause 21.1 will be returned to the bidder unopened.

23. Modification and Withdrawal of Bids

23.1 The bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

23.2 The bidder’s modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 20 above, with the outer and inner envelopes additionally marked ‘modification’ or “withdrawal,” as appropriate.

23.3 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-clause 28.2 below.

23.4 Except as provided under Sub-clause 23.2 above, withdrawal of a bid

during the interval between the deadline for submission of bids and expiration of the period of bid validity specified under Clause 15 above may result in the forfeiture of the bid security pursuant to Sub-clause 16.7 above.

E. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 The Employer will open the bids, including withdrawals and modification made pursuant to Clause 23 above, in the presence of bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Letter of Invitation to Bid. The bidders' representatives who would be present shall sign a register evidencing their attendance.
- 24.2 Envelopes marked "withdrawal" and 'substitution' shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 23 above shall not be opened.
- 24.3 The bidders' names, the bid prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, will be announced by the Employer at the opening. Further, other details as the Employer, at its discretion, may consider appropriate, shall also be announced and recorded. Subsequently, all envelopes marked 'modification' shall be opened and submission therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 22 above.
- 24.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a bidder which is not read out at the bid opening shall not be considered further for evaluation.
- 24.5 The Employer shall prepare minutes of the bid opening, including the information disclosed during the bid opening to those present in accordance with Sub-clause 24.3 above.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

26. Clarification of Bids and Contacting the Employer

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 28 below.
- 26.2 Subject to Sub-clause 26.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any efforts by the bidder to influence the Employer in the Employer's

bid evaluation, the bid comparison or contract award decisions may result in the rejection of the bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents as set out in the Bidding Documents and (d) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-clause 28.2 below. Furthermore, the bidder shall, if required, provide substantiation that the Employer may require, pursuant to Sub-clause 14.5 above.

27.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will not be corrected by the Employer. Any bids with errors will be disqualified.

29. Conversion to Single Currency for Comparison of Bids

Option 1:

To be used with

Clause 14, Option A

29.1 For comparison of bids, the Bid Price shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-clause 14.3 above.

29.2 In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Day works where priced competitively) to either:

- (a) The currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the Contract on the date stipulated in the Bidding Data, or
- (b) A currency widely used in international trade, such as the US. Dollar, stipulated in the Bidding data, at the selling rate of exchange published in the international press as stipulated in the Bidding Data on the date stipulated in the Bidding Data, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified under Clause 29.2 (a) above on the date specified in the Bidding Data for the amount payable in the currency of the Employer's country.

Option 2:

To be used with

Clause 14, Option B

29.3 The Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Day works where priced competitively) to either:

- (a) The currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the Bidding Data on the date stipulated in the Bidding Data; or
- (b) A currency widely used in international trade, such as the US. Dollar, stipulated in the Bidding data, at the selling rate of exchange published in the international press as stipulated in the Bidding Data on the date stipulated in the Bidding Data, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in Clause 29.2(a) above on the date specified in the Bidding Data for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28 above.

30.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause 28 above.
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day works, where priced competitively.
- (c) Converting the amount resulting from applying (a) to (b) above to a single currency in accordance with Clause 29 above.
- (d) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations,

deviations, or alternative offers.

- (e) Making an allowance for varying times for completion offered by bidders, if permitted in the Bidding Data and in the manner prescribed therein; and

- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.
- 30.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 30.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth under Clause 35 below be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

31. Award

- 31.1 Subject to Clause 33 below, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 30 above, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-clause 3.1 above and (b) qualified in accordance with the provisions of Clause 4 above.

32. Employer's Right to Accept Any Bid and to Reject Any or All Bids

- 32.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33. Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in a letter stating that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

34. Signing of

- 34.1 At the same time that the Employer notifies the successful bidder that

Agreement	his bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
34.2 Within 28 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security.	
35. Performance Security	
35.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and the Conditions of Contract. The form of performance security provided in Section 7 of the bidding documents may be used or some other form acceptable to the Employer.	
35.2 If it is stipulated in the Contract that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.	
35.3 If it is stipulated in the Bidding Data that the performance security may also be provided in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the Employer.	
35.4 Failure of the successful bidder to comply with the requirements of Clause 35 above shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.	
36. Disputes Review Method	
36.1 The method of dispute resolution is indicated in the Bidding Data. If the selected method is a Dispute Review Board or Disputes Review Expert, the Employer proposes the person named in the Bidding Data to be appointed as Board member. If the Bidder disagrees with this proposal, the bidder should state so in the bid. If the Employer and the selected bidder cannot agree to the appointment of the two initial Board members, then the appointments will be made by the Appointing Authority designated in the Conditions of Contract at the request of either party.	
37. Corrupt & Fraudulent Practices	
37.1 The Employer requires the bidders/suppliers/contractors to observe the highest standard of ethics during the procurement and execution of	

such contracts. In pursuance of this policy, the Employer:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded the Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

37.2 Furthermore, bidders shall be aware of the provision stated under Sub-clauses 26.2 and 63.5 of the Conditions of Contract.

APPENDIX TO INSTRUCTION TO TENDERERS

TABLE 1: PRE- QUALIFICATION CHECKLIST FOR COMPLETENESS AND RESPONSIVENESS

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section 4 Clause 20.2	- Amount must be indicated - Properly fill, stamped and signed
2.	Appendix to Form of Bid	Clause 20.2 Section 5	- Form properly sign
3.	Bid Security	Section 6 Clause 16/17	- Unconditional bank guarantee - In the format provided with all conditions
4.	Confidential Business Questionnaire	Section 11; Schedule 1	- Properly fill, stamped and signed - Provide all required information
5.	Anti-Corruption Declaration / Commitment / Pledge Form	Section 11; Schedule 2	- Properly fill, stamped and signed
6.	Form of Power of Attorney	Section 11; Schedule 3 Clause 5.1(a)	- Properly fill, stamped and signed - Provide copies of National Identification card or Passport.
7.	Tax Compliance Certificate	Employer's notice	- Valid
8.	Registration with National Construction Authority	Employer's notice Item 1.4 of QC	- Category 1,2 or 3 - Copy of certificate Certified by Commissioner of Oaths - should be Valid and accompanied by a valid practicing license.
9.	Certificate of Incorporation	Employer's notice Item 1.4 of QC	- Copy of certificate Certified by Commissioner of Oaths
10.	Priced Bill of Quantities	Clause 14.1 Section 15	- Fill all rates, prices and amounts - Should be stamped and signed on all pages. - Errors must be countersigned
11.	Eligibility	Section 8; Schedule 1 Clause 4.1/4.2	- Copies of National ID or passport for all directors - Certified copy of a system generated Form CR12
12.	Conflict of interest	Section 8; Schedule 1 Clause 4.2	- to state explicitly
13.	Debarment	Section 8; Schedule 11 Item 1.3 of QC	- Properly fill, stamped and signed
14.	Pending Litigation	Item 2.2 of QC	- Provide current and specific Sworn affidavit
15.	Litigation History	Section 8; Schedule 9	- Fill in information and sign, and stamp.
16.	History of Non-performance	Section 8; Schedule 6 Item 2.1 of QC	- Fill information on non-completed works
17.	Certificate of Tenderers Visit to Site	Clause 8.1/8.3 Section 11; Schedule 4	- Attend pre-bid meeting/visit - Bidders to sign attendance register - Certificate must be signed by the Employer's representative

18.	Schedule of Major Items of Plant	Item 9 of QC Section 11; Schedule 5	Properly fill, stamped and signed
19.	Schedule of Key Personnel	Item 6 of QC Section 11; Schedule 6	Properly fill, stamped and signed
20.	Roadwork Completed Satisfactorily	Item 4 of QC Section 11; Schedule 7	Properly fill, stamped and signed
21.	Schedule of Ongoing Projects	Item 5.1 of QC Section 11; Schedule 8	Properly fill, stamped and signed
22.	Schedule of other Supplementary Information / Financial Standings	Item 5.1 of QC Section 11; Schedule 9	- Properly fill, stamped and signed
23.	Copy of Bid Document	Clause 20.1	- Replica of the original - Bid document to be complete, properly filled, stamped and signed and well bound
24.	Serialisation	Tender notice	- All pages must be sequentially serialised
REMARKS		Clause 13.1/20.2	

Key: QC – Qualification Criteria

TABLE 2: POST- QUALIFICATION SCORE

ITEM		DESCRIPTION	MUST MEET CRITERIA
1		FINANCIAL CAPACITY	
	a	Audited Statements	YES/NO
	b	Cash flow statement (forecasts)	YES/NO
	c	Financial position/Ratios	YES/NO
	d	Bank statement	YES/NO
	e	Turnover	YES/NO
2		EXPERIENCE	
		General Experience	YES/NO
		Specific experience in related works	YES/NO
3		CURRENT COMMITMENTS	
		On-going works	YES/NO
4		KEY PERSONNEL	
		HQ Staff	YES/NO
		Site Agent	YES/NO
		Surveyor	YES/NO
		Foreman	YES/NO
5		PLANT AND EQUIPMENT	
		Equipment capabilities	YES/NO
6		DRAWINGS	
7		WORK METHODOLOGY	YES/NO
8		LITIGATION HISTORY	YES/NO
9		County based	YES/NO
		REMARKS	ALL PARAMETERS MUST BE MET

- Bidders must achieve YES in all the measured parameters to qualify.
- The bidders who pass the technical criteria will be subjected to financial evaluation

NOTE :

At the financial evaluation, a margin of preference shall be given as follows:

- a) Six per cent of the evaluated price of the tender where the percentage of shareholding of the locals is less than twenty per cent and
- b) Eight per cent of the evaluated price of the tender where the percentage of shareholding of the locals is less than fifty one per cent but above twenty per cent.

SECTION 5: QUALIFICATION CRITERIA

SECTION 5: QUALIFICATION CRITERIA

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

Contents

5.1	ELIGIBILITY	61
5.2	HISTORICAL CONTRACT NON-PERFORMANCE.....	62
5.3	FINANCIAL SITUATION.....	63
5.4	EXPERIENCE	64
5.5	CURRENT COMMITMENTS.....	66
5.6	PERSONNEL CAPABILITY.....	66
5.7	SCHEDULE OF THE MAJOR ITEMS OF PLANT TO BE USED ON THE PROPOSED CONTRACT.	69

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.1	Eligibility						
5.1.1	Nationality	Nationality in accordance with ITB Subclause 3.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Section 7, Item 7.7
5.1.2	Conflict of interest	No conflicts of interest as described in ITB Subclause 3.1(a) i & ii	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Section 7, Item 7.7
5.1.3	Employer Ineligibility	Not having been declared ineligible by the Employer, as described in Subclause 3.1(a) i & ii	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Section 7, Item 7.7
5.1.4	Incorporation & Registration	Applicant required to meet conditions of ITB Clause 4. Pursuant to Clause 4, the following shall be submitted; Certified copies of; ▪ Certificate of Incorporation to show that the applicant is a registered company and legally authorized to do business in Kenya. ▪ Proof of registration with the National Construction Authority in Category 1, 2 or 3 as a road Contractor ▪ Tax Compliance Certificate	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Section 7, Item 7.7

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.2	Historical Contract Non-Performance						
5.2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Items 7.15 and 7.17
5.2.2	Pending Litigation	All pending litigation shall in total not represent more than Fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Item 7.17

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.3 Financial Situation							
5.3.1	Financial Performance	Submission of audited financial statements or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last five [5] years to demonstrate: a) The current soundness of the applicant's financial position and its prospective long-term profitability, and b) Capacity to have and meet the construction cash flow of minimum KShs.100 Million or equivalent Working Capital.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Attach evidence on the requirement of financial standing a) All pages must be initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated. Non-adherence to this to part leads to disqualification. (b) All pages in the bank statement must be initialized and stamped by the issuing bank.
5.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover calculated as total certified payments received for contracts in progress or completed, within the last three (3) years: Kshs. 250 Million	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Item 7.17

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.4	Experience						
5.4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last five (5) years prior to the applications submission deadline and with activity in at least six (6) months in each year	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Item 7.15
5.4.2 (a)	Specific Construction Experience	a) Participation as contractor, management contractor or subcontractor, in at least two (2) contracts within the last five (5) years that have been successfully completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 8, Special Specification	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Item 7.15

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.4.2 (b)		b) For the above or other contracts executed during the period stipulated in 5.4.2 (a) above, a minimum construction experience in the following key activities: (i) Earthworks per month: 1000 m ³ (ii) Asphalt concrete: 250 m ³ per month (iii) Drainage culverts, slabs and Channels: 200 m per month (iv) Concrete Works for bridges: 50 m ³ per month. (v) Subsurface drains: 50 m per month.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 7, Item 7.15

66

No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		Specific Experience as manager of similar works: 2 years				marked NO	
(b)	Deputy Site Agent / Site Engineer	Qualification: B.Sc. Civil Eng. and/or equivalent Be Registered by ERB as a Graduate Engineer General Experience: 3 years Specific Experience in similar works: 2 years	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	N/A	Must meet requirements	Section 7, Item 7.14
(c)	Site Surveyor	Qualification: Higher National Diploma in Surveying General Experience: 5 years Specific Experience in similar works: 3 years	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	N/A	N/A	Section 7, Item 7.14
(d)	Foremen	Qualification: Diploma in Civil Engineering. General Experience: 5 years Specific Experience in similar works: 3 years	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	N/A	N/A	Section 7, Item 7.14

BIDDERS ARE INFORMED THAT APART FROM THE ABOVE THEY MUST MEET THE REQUIREMENTS OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, 2015.

Clauses 14.1 and 14.2

The currency of the bid shall be Kenya Shillings

Clause 17.1

There will be no alternative times for completion.

Clause 19.1

The number of copies of the bid to accompany the original shall be three (3).

Clauses 29.2 (a) and 29.2 (b)

The currency of the Employer's country at the selling rates established for similar transactions by the Central Bank shall be on the date 28 days prior to the date of opening the bids.

Clause 35.1

The Performance Security shall be in the form given in Section 3, Item 3.7.

Clause 35.3

Apart from the stipulation of Clause 35.1 of these Instructions to Bidders, there shall be no other form of Performance Security submission.

Clause 36.1

The method of dispute resolution shall be arbitration and the arbitrator shall be a person to be agreed between the parties or failing agreement. The arbitrator shall be appointed by The Chairman Institute of Arbitrators of Kenya.

5.7 Schedule of the Major Items of Plant to Be Used on the Proposed Contract.

The Bidder must indicate the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership or lease of the same. The lease must be current i.e. dated from April, 2019. Leases which are out dated will not be accepted. (* Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract).

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
1	A) General Plant					
	1. Primary/Secondary Crusher Unit/Power Screen Min capacity – 60t/hr.	0				
2	B) Bituminous Plants					
	1. Bitumen Pressure distributor	1	Yes /No			
	2. Self-propelled chip spreader	0				
	3. Asphalt Plant	0				
	4. Pavers	1	Yes /No			
3	C) Compactors					
	1. Vibrating compaction plate 300 mm wide	1	Yes /No			
	2. Vibrating compaction plate 600 mm wide	1	Yes /No			
4	D) Mobile Compressors					
	1. Single tool (1.8	1	Yes /No			

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
5	m ³ /min)	1	Yes /No			
	2. Two tool (2.8 – 7.3 m ³ /min)					
	E) Concrete Equipment					
6	1. Mobile concrete mixers	1	YES/NO			
	2. Concrete vibrators	1	YES/NO			
	F) Transport (Tippers, dumpers, water tankers)					
7	1. 4X2 tippers payload 7 – 12 tonnes	2	YES/NO			
	2. 6X4 tippers payload 16 – 20 tonnes	1	YES/NO			
	3. Flatbed lorries	1	YES/NO			
	4. Water tankers (18,000 – 20,000 lts capacity)	1	YES/NO			
	G) Earth – Moving Equipment					
	1. Tractor dozers with dozer attachment (D6- D9 equivalent)	1	YES/NO			
	2. Tractor loaders	1	YES/NO			
	3. Wheeled loaders	1	YES/NO			
	4. Motor graders (93 - 205kW)	1	YES/NO			
	5. Trench excavator	1	YES/NO			
8	H) Diesel Generators					
	1. Diesel generators (15 –					

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
9	200Kva) I) Excavators 1. Hydraulic crawler mounted (7 – 16 tonnes) – 0.25 – 0.6 m3 SAE bucket.	2	YES/NO			
10	J) Rollers 1. Self-propelled single drum vibrating (various types) 2. Pneumatic rubber tyre (1-2 tonnes/wheel) 3. Sheep's foot roller 4. Double drum vibrating roller	1 1 1 1 1	YES/NO YES/NO YES/NO YES/NO YES/NO			

We hereby certify that notwithstanding the list of plant detailed above, we will provide sufficient, suitable and adequate plant in good working order for the successful completion of works

.....
(Signature of Contractor)

.....
(Date)

SECTION 6: CONDITIONS OF CONTRACT

SECTION 6A ~ CONDITIONS OF CONTRACT PART I: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract, Part I: General Conditions shall be those forming Part I of the “Conditions of Contract for Works of Civil Engineering Construction,” fourth edition 1987, reprinted in 1992 with further amendments, prepared by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). These Conditions are subject to the variations and additions set out in Part II hereof entitled “Conditions of Particular Application.”.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone : 41 21 653 5003

SECTION 6B - CONDITIONS OF CONTRACT PART II: (CONDITIONS OF PARTICULAR APPLICATION)

The following Conditions of Particular Application shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The Particular Condition is preceded by the corresponding clause number of the General Conditions to which it relates.

TABLE OF CONTENTS

Clause and Description	Page
DEFINITIONS AND INTERPRETATION.....	82
1.1 Definitions	82
1.6 Gender Specific Words.....	82
ENGINEER AND ENGINEER'S REPRESENTATIVE	82
2.1 Engineer's Duties and Authority	82
ASSIGNMENT AND SUBCONTRACTING	83
4.1 Subcontracting	83
CONTRACT DOCUMENTS	83
5.1 Language and Law	83
5.2 Priority of Contract Documents.....	84
6.6 Metric Units.....	84
6.7 Intent of Drawings and Specifications	84
6.8 Design, Drawings and Specifications Prepared by the Contractor	84
6.9 Submissions of Designs and Drawings.....	84
6.10 As-Built Drawings	85
7.4 Drawings for Temporary Works.....	85
7.5 Size of Drawings	85
7.6 Submission to the Engineer	85
GENERAL OBLIGATIONS	85

8.1	Contractors General Responsibilities	85
8.3	General Requirements	86
10.1	Performance Security	86
10.2	Period of Validity of Performance Security	87
10.3	Claims under Performance Security.....	87
10.4	Cost of Performance Security.....	87
11.1	Inspection of Site	87
11.2	Access to Data	87
14.1	Programme to be Submitted	87
14.2	Revised Programme	89
14.3	Cash Flow Estimate to be Submitted	89
15.1	Contractor's Superintendence.....	90
15.2	Contractor's Agent or Representative	90
16.2	Engineer at Liberty to Object	90
16.3	Language Ability of Superintending Staff	90
16.4	Employment of Local Personnel.....	90
17.1	Setting Out	90
17.2	Notice to Engineer	90
19.1	Safety, Security and Protection of the Environment.....	90
20.4	Employer's Risks.....	92
21.1	Insurance of Works and Contractor's Equipment.....	93
21.2	Scope of Cover	93
21.4	Exclusions	93
21.5	Insurance of Goods	93
23.1	Third Party Insurance (Including Employer's Property)	93

23.2	Minimum Amount of Insurance	93
25.1	Evidence of Terms of Insurance.....	93
25.5	Source of Insurance.....	94
25.6	Insurance Notices	94
25.7	Insurance in Kenya	94
25.8	Notification to Insurers.....	94
26.2	Compliance with Statutes, Regulations	94
26.3	Inspection and Audit by the Funding Agency.....	94
28.2	Royalties	94
29.2	Passage and Control of Traffic	94
29.3	Reinstatement and Compensation for Damage to Persons or Property	95
29.4	Protection of Existing Works and Services	95
29.5	Protection of Survey Beacons.....	95
30.2	Transport of Contractor's Equipment or Temporary Works.....	95
30.5	Complying with State Laws and Regulations.....	96
30.6	Effects of other Concurrent Construction Projects	96
34.2	Labour Regulations	96
34.3	Engagement of Local Labour	96
34.4	Rates of Wages and Conditions of Labour.....	96
34.5	Repatriation of Labour	96
34.6	Housing for Labour	96
34.7	Accident Prevention Officer	97
34.8	Health and Safety.....	97
34.9	Life Saving Appliances and First Aid Equipment	97
34.10	Measures against Insect and Pest Nuisance	97

34.11	Epidemics.....	97
34.12	Burial of the Dead.....	97
34.13	Supply of Foodstuffs	97
34.14	Supply of Water	97
34.15	Alcoholic Liquor or Drugs	97
34.16	Arms and Ammunition	98
34.17	Festivals and Religious Customs.....	98
34.18	Disorderly Conduct	98
34.19	Records of Labour	98
34.20	Trade Unions.....	98
34.21	Default in payment of Wages	98
34.22	Breach and Removal from List	98
34.23	Observance by Subcontractors	98
35.2	Maintenance of Records.....	98
35.3	Reporting of Accidents	98
	MATERIALS, PLANT AND WORKMANSHIP	98
36.1	Quality of Materials, Equipment, Supplies, Plant, and Workmanship	99
	COMMENCEMENT AND DELAYS.....	99
41.1	Commencement of Works	99
41.2	Definition of Commencement.....	99
42.1	Possession of Site and Access Thereto	99
42.4	Possession of Site and Access thereto.....	99
45.1	Restriction on Working Hours	99
45.2	Overtime Hours	100
47.2	Reduction of Liquidated Damages	100

47.3	Currency of Liquidated Damages.....	100
	DEFECTS LIABILITY.....	100
49.2	Completion of Outstanding Work and Remedying Defects.....	100
49.5	Defects Liability Period Replacements.....	100
	ALTERATIONS, ADDITIONS AND OMISSIONS	100
52.1	Valuation of Variation.....	100
52.2	Power of Engineer to Fix rates.....	101
52.3	Daywork.....	101
	PROCEDURE FOR CLAIMS.....	101
53.1	Notice of Claims	101
	CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIALS	101
54.1	Contractor's Equipment, Temporary Works and Materials.....	101
54.2	Employer not Liable for Damage	101
54.5	Conditions of Hire of Contractor's Equipment.....	101
54.9	Contractor's Responsibilities for Licenses	102
54.10	Equipment and Plant	102
	MEASUREMENT.....	102
55.1	Quantities	102
55.2	Bill of Quantities with no Rates	102
56.1	Works to be Measured	102
57.1	Method of Measurement.....	103
	PROVISIONAL SUMS	103
58.4	Prime Cost Sum.....	103
	NOMINATED SUBCONTRACTORS.....	103
59.5	Certification of Payment to Nominated Subcontractors	103

CERTIFICATES AND PAYMENTS	103
60.1 Advance Payment	103
60.2 Interim Payment Certificate	104
60.3 Final Account and Final Payment Certificate.....	105
60.4 Payment of Certificates	105
60.5 Retention Money	105
60.6 Currency of Payment	106
60.7 Overdue Payments	106
60.8 Correcting and Withholding	106
60.9 Completion by Sections.....	106
60.10 Statement at Completion	106
60.11 Final Statement	106
60.12 Discharge.....	106
60.13 Final Payment Certificate	107
60.14 Cessation of Employer's Liability.....	107
62.1 Defects Liability Certificate	107
REMEDIES.....	107
63.1 Default of Contractor.....	107
63.2 Valuation of Date of Expulsion.....	107
63. Valuation of Date of Expulsion.....	107
63.4 Assignment of Benefit of Agreement	107
63.5 Corrupt or Fraudulent Practices	108
SPECIAL RISKS	108
65.2 Special Risks.....	108
65.4 Projectile, Missile.....	108

65.9	Special Risks.....	108
	SETTLEMENT OF DISPUTES	108
67.1	Engineers Decision.....	108
67.2	Amicable Settlement	109
67.3	Arbitration	109
	NOTICES	109
68.1	Notices to Contractor	109
68.2	Notices to Employer and Engineer.....	109
	DEFAULT OF EMPLOYER	109
69.1	Default of Employer	110
69.3	Payment on Termination.....	110
69.4	Contractor's Entitlement to Suspend Work	110
70	CHANGES IN COST AND LEGISLATION	ERROR! BOOKMARK NOT DEFINED.
	CURRENCY AND RATES OF EXCHANGE	112
72.2	Currency Proportions	112
	ADDITIONAL CLAUSES	112
73.1	Foreign Taxation	112
73.2	Local Taxation	112
73.3	Income Tax on Staff.....	112
73.4	Duties on Contractor's Equipment	113
73.5	Declaration against Waiver	113
73.6	Employer's Officials.....	113
74.1	Illegal Payments	113
75.1	Termination of Contract for Employer's Convenience	113
76.1	Restriction on Eligibility.....	113

77.1	Joint and Several Liability	113
78.1	Details to be Confidential	113
78.2	Drawings and Photographs of the Works	114
79.1	Official Visitors	114
80.1	Substantial Completion of the Works	114
81.1	Monthly Site Meetings	114
81.2	Minutes of Site Meetings	114
82.1	Legal Provisions	114
83.1	Noise and Disturbance	114
83.2	Pollution	115
ANNEX A: ~ DISPUTE REVIEW REGULATIONS AND PROCEDURES.....		117
Disputes Settlement Procedures		117
Disputes Review Expert's Declaration of Acceptance		121

CONDITIONS OF CONTRACT PART II (CONDITIONS OF PARTICULAR APPLICATION)

NOTES:

The Conditions of Particular Application (Conditions of Contract, Part II) modify and compliment like-numbered clauses in the General Conditions of Contract (Conditions of Contract, Part I). Both parts shall be read together, with the Conditions of Particular Application prevailing in case of conflict or discrepancy. Clauses of the General Conditions of Contract not specifically modified and supplemented shall remain in effect.

DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) (i) The “Employer” shall be The Director General, Kenya Urban Roads Authority.
- (ii) The “Engineer” shall be The Director (Urban Roads Development), Kenya Urban Roads Authority or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer.
- (b) (i) Insert in line 2 after “the Bill of Quantities”, the following, “the rates entered by the Contractor (whether or not such rate be employed in computation of the Contract Price)”.
- (v) The word “Tender” and its derivatives are synonymous with the word ‘Bid,’ and its derivatives, and the words ‘Tender Documents’ with ‘Bidding Documents’. The words “Appendix to Tender” and the words “Appendix to Bid” shall have the same meaning as the words ‘Appendix to the Form of Bid.’”

Add the following paragraph at the end of Subclause 1.1 (f) (vii):

The aforesaid includes lands waters, river beds and other places on, under, in through which the Works are to be carried out including all offices, workshops or places where materials are to be stored or used for the purposes of the Contract. It also includes quarries; borrow pits, stock pile areas and spoil areas”

Add Subclause 1.1 (g) (v):

Dates shall be construed in accordance with the Gregorian calendar.

Add the following Subclause 1.6:

1.6 Gender Specific Words

Wherever in the Contract Documents the word ‘man’ or ‘men’ is used directly or as a suffix it means ‘woman’ or ‘women’ also. The Word ‘he’ includes ‘she’ also.

ENGINEER AND ENGINEER’S REPRESENTATIVE

2.1 Engineer’s Duties and Authority

With reference to Sub-Clause 2.1(b): Add the following

The Engineer shall obtain specific approval of the Employer before taking any of the following actions specified in the General Conditions of Contract:

- (a) Consenting to the sub-letting of any part of the Works under Clause 4.
- (b) Certifying additional cost determined under Clause 12
- (c) Determining an extension of time under Clause 44
- (d) Issuing a variation under Clause 51 except:
 - (i) In an emergency situation as reasonably determined by the Engineer, or

- (ii) if such variation would increase the Contract Price by less than the amount stated in the Appendix to Bid.

- (e) Certifying payment if the Contract Price will be exceeded
- (f) Authorising the use of provisional sums in excess of the monetary limit for variations
- (g) Issuing any Taking-over Certificate
- (h) Certifying additional payment/costs under Clause 65;
- (i) Issuing a Defects Liability Certificate under Clause 62
- (j) Fixing rates or prices under Clause 52.

Notwithstanding the provisions set out above, to obtain approval of the employer, if in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.”

ASSIGNMENT AND SUBCONTRACTING

4.1 Subcontracting

Delete the second and third sentence and substitute:

No single subcontract may be for more than 10 percent of the Contract Price nor shall the sum of all subcontracts exceed 25 percent of the Contract price. No one subcontractor may be awarded subcontracts to a total value greater than 10 percent of the Contract Price. All subcontracts greater than 2 percent of the Contract Price are to have the prior consent of the Engineer. The Contractor shall however, not require such consent for purchases of materials or to place contracts for minor details or for any part of the Works of which the manufacturer or supplier is named in the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Add the following:

The Engineer should satisfy whether:

- (a) The circumstances brought out warrant such subcontracting; and
- (b) The subcontractors so proposed for the Work possess the necessary experience, qualifications and equipment for the job proposed to be entrusted to them in proportion to the quantum of work to be subcontracted.

If the contractor proposes payments to be made directly to that subcontractor, this should be subject to specific authorization by the Contractor so that such consent does not relieve him from any liability or obligations under the contract.

CONTRACT DOCUMENTS

5.1 Language and Law

- (a) The language governing this Contract shall be English.

The “Ruling Language” which shall be used to interpret this Contract shall be English. Communication between the Contractor and Engineer or Engineer’s representative shall be in English.

- (b) The laws applicable to this Contract shall be the laws of the Republic of Kenya. Except to the extent otherwise provided by the Contract, the Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.

5.2 Priority of Contract Documents

Delete the documents listed as (1) to (6) and substitute with the following:

- (1) The Contract Agreement (if completed)
- (2) The Letter of Acceptance
- (3) Minutes of Pre-Contract Award Discussion
- (3) Bid and Appendix to Form of Bid
- (4) The Conditions of Contract, Part II; Conditions of Particular Application
- (5) The Conditions of Contract, Part I; General Conditions of Contract
- (6) The Special Specifications
- (7) The Standard Specifications for Road and Bridge Construction, Ministry of Transport and Communications, 1986
- (8) Clarifications and Rectifications accepted by the Employer
- (9) The Drawings
- (10) The priced Bill of Quantities
- (11) Schedules and other documents forming part of the Contract.

Add to Clause 6 the following Subclauses 6.6 to 6.10:

6.6 Metric Units

All units used in the Contract shall be metric and for measurement of angles the 360 degrees circles systems shall be used

6.7 Intent of Drawings and Specifications

The intent of Drawings and Specifications is to describe the details for the complete construction and maintenance of the Works which the Contractor undertakes to perform in accordance with the terms of the Contract.

Where the Drawings or Specifications describe portions of the Works in general terms, but not in complete detail, it is understood that only materials and workmanship of the first quality are to be used. First quality refers to the quality as approved by the Engineer.

Unless otherwise specified, the Contractor shall furnish all labour, material, tools, equipment and incidentals, and do all the work involved in executing the Contract in a satisfactory and workman-like manner.

6.8 Design, Drawings and Specifications Prepared by the Contractor

No payment will be made to the Contractor for undertaking any kind of design work, preparation of drawings and specification, other than that specifically required by the terms of the Contract. Payment for design work, preparation of drawings and specifications, specifically required by the terms of the Contract shall be deemed to be included in the Rates and Lump Sums entered in the Bill of Quantities.

6.9 Submissions of Designs and Drawings

All detailed working drawings/shop drawings, design calculations and fabrication drawings for Temporary Works (such as formwork, staging, centring, scaffolding, specialized constructional, handling and launching equipment and the like) as well as bar bending and cutting schedules for reinforcement, material lists for structural fabrication including detailed drawings for templates, end anchorage and temporary support details for pre-stressing cables shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least six weeks in advance of actual constructional requirements. The Engineer will check and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works.

The Contractor will supply four copies of the approved drawings for the Engineer's use. The cost of preparing all such items of work shall be deemed to have been included in the respective rates/prices quoted by the Contractor in the Bill of Quantities.

6.10 As-Built Drawings

On completion of the Works, the Contractor shall arrange to furnish to the Employer two (2) bound sets of all "As Built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative and digitized copy (2 No.) in a Compact Discs (CDs) of quality approved by the Engineer or his Representative. The Taking-over Certificate of the Works, as per the provisions of Clause 48.1 herein, shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As Built" drawings for the entire works."

Add to Clause 7 the following Subclauses 7.4 to 7.6:

7.4 Drawings for Temporary Works

Drawings for Temporary works to be carried out by the Contractor shall be submitted to the Engineer for approval.

Working drawings of concrete structures consisting of such details as may be reasonably required for the successful execution of the work and which are not included in the plans furnished by the Employer, shall be prepared by the Contractor. Three sets of working drawings shall be submitted to the Engineer for approval.

7.5 Size of Drawings

All drawings submitted by the Contractor shall for convenience in filing be as far as possible of a uniform size, and not more than 1010 mm x 680 mm. The drawings shall be numbered and dated, and shall include the title of the Contract at the bottom of the drawing followed by the title of the drawing. All drawings shall have the appropriate scales drawn on them and notes shall be in English. All amendments to such drawings shall be noted and dated on the drawing.

7.6 Submission to the Engineer

Whenever the Contractor is required to submit to the Engineer proposals, details, drawings, calculations information, literature, materials, test report and certificates, the Engineer will consider each submission and, if appropriate, will reply to the Contractor in accordance with the relevant provision of the Conditions of Contract. Unless a defined period of time is stated in the contract, each submission shall be made by dates to be agreed with the Engineer having regard to the approved programme and the need to give the Engineer adequate time to consider each submission.

The approval of the Engineer of any submission shall not relieve the Contractor of his responsibilities under the Contract.

GENERAL OBLIGATIONS

Add to Subclause 8.1 the following:

8.1 Contractors General Responsibilities

Add to Subclause 8.1 the following:

- (a) Within 28 days after receipt of the Engineer's Order to Commence the Works, the Contractor shall establish an office at the Site duly equipped for the Contractor's representative and his superintending personnel.

The Contractor shall maintain this office throughout the Contract period. The said office shall be the legal domicile of the Contractor, and all correspondence sent to this office shall be deemed to have been sent to the Contractor's head office.

- (b) A foreign Contractor or a Kenya-foreign joint venture, if not registered in Kenya under the applicable laws of Kenya, shall undertake registration upon receipt of the Letter of Acceptance and prior to signing of the Contract.

Add to Clause 8 the following Subclause 8.3:

8.3 General Requirements

- (a) Materials delivered to the site by Contractor or materials made available or supplied by the Employer shall be used solely for the execution of the Works.
- (b) The Contractor shall minimise the pollution of and disturbance of lands, roads and other places on and around the Site. No trees or other vegetation shall be removed except to the extent necessary for the works.
- (c) The Contractor shall comply with the current Government regulations with regard to the transport, storage and use of explosives and radio-active materials and use of radio communication equipment.
- (d) The Contractor shall take all reasonable precautions:
 - (i) In connection with any rivers, streams, waterways, drains, water courses, lakes and the like to prevent as a consequence of the works, silting, erosion of beds and banks and pollution of the water that may adversely affect the quality or appearance thereof or cause injury or death to human, animal or plant life.
 - (ii) In connection with underground water resources, including percolating water, to prevent any interference as a consequence of the work with the supply to or abstraction from such sources and to prevent pollution of water that may adversely affect the quality thereof.
- (e) The Contractor shall provide, maintain and remove on completion of the Works, settling lagoons and other facilities to minimise pollution due to the Contractor's operations including but not limited to quarrying, aggregate washing, concrete mixing and grouting.
- (f) The Contractor shall provide, maintain and remove on completion of the Works, fencing around the site installations including housing, camps, offices and laboratories, providing free access to the Employer, the engineer, other Contractors and any other persons entitled to such access and provide appropriate security measures on such access roads.
- (g) All buildings erected by the Contractor upon the site and camp sites, and the layout of the buildings and the sites, shall comply with the Laws of the country and all local By-laws in so far as they are applicable.
- (h) The Contractor shall be absolutely and solely responsible for the safety and security of Temporary Works including, but not limited to, all work yards, pilings, staging, dams, coffer dams, trenches, fencing or other works and for the Plant and Contractor's Equipment in connection therewith which may be erected or provided for the execution of the Contract Works.

This provision shall be applicable to all temporary Works, Plant and Contractor's Equipment whenever provided and erected by the Contractor or his Subcontractor(s) for the purpose of or in connection with the Contract Works.

- (i) The contractor shall keep in close contact with the police, Labour officers and all other officials as appropriate regarding their requirements for the control of workmen, restricted area permits or other matters and shall provide all assistance and facilities which may be required by such officials in the execution of their duties.

10.1 Performance Security

Replace the text of Subclause 10.1 with the following:

The Contractor shall provide security for his proper performance of the Contract to the Employer within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be as stipulated in the Appendix to the Form of Bid. The Performance Security shall normally be in the currency or currencies requested for payment by the Contractor and in the same proportions as those requested for payment in

the Contract. The Contractor shall notify the Engineer when providing the Performance Security to the Employer.

The Performance Security shall be a bank guarantee which shall be issued either:

- (a) By a bank located in Kenya or a foreign bank through a correspondent established and reputable bank located in Kenya or;

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security in that currency by an equal percentage.

The performance security of a joint venture shall be in the name of the joint venture.

10.2 Period of Validity of Performance Security

The performance security shall be valid until a date 28 days from the date of issue of the Defects Liability Certificate for the last section in case of partial handover. The security shall be returned to the Contractor within 28 days of expiration

10.3 CLAIMS UNDER PERFORMANCE SECURITY

Delete sub-clause 10.3

Add the following Subclause 10.4:

10.4 Cost of Performance Security

The cost of complying with the requirements of this clause shall be borne by the Contractor.

11.1 Inspection of Site

Add the words "and the Contractor shall be deemed to have based his tender on all the aforementioned" after the words "affect his tender".

Delete the last paragraph completely and replace with the following:

The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of bidding or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his bid shall be deemed to have been priced accordingly.

Add a new Subclause 11.2:

11.2 Access to Data

Data made available by the Employer in accordance with Subclause 11.1 shall be deemed to include data listed elsewhere in the Contract as open for inspection at the address stipulated in Appendix to the Form of Bid.

14.1 Programme to be Submitted

Delete Subclause 14.1 and replace with the following:

The time within which the Programme shall be submitted shall be twenty-eight (28) days. This detailed Programme shall be based upon the programme submitted by the Contractor as part of his bid and shall, in no material manner, deviate from the said programme.

The Contractor shall allow in his Programme for the following 11 public holidays per calendar year in Kenya upon which the Contractor shall not be permitted to work:

- New Year's Day (1st January)
- Good Friday
- Easter Monday
- Labour Day (1st May)
- Madaraka Day (1st June)
- Idd-ul-Fitr
- Mashujaa Day (20th October)
- Jamhuri Day (12th December)
- Christmas Day (25th December)
- Boxing Day (26th December)

The Contractor should also allow per calendar year for a further two (2) unspecified public holidays which may be announced by the Government of Kenya with no prior notification, and upon which he shall not be permitted to work.

The Programme shall be submitted in two copies in the form of a Critical Path Method Network (CPM Network) showing the order of procedure and description of the construction methods and arrangements by which he proposes to carry out the Works. In addition, the aforesaid critical path programme should be supplemented by:

- (i) A Gantt/time-bar chart detailing each construction activity, showing for each construction activity; the periods of construction activity planned; the percentage completion anticipated per month; the total estimated quantity of work; the average monthly production planned, and
- (ii) A detailed work method statement in respect of each construction activity. It should also be supplemented by a time-bar chart of the same programme. The programme shall be coordinated with climatic, groundwater and other conditions to provide for the completion of the works in the order and by the time specified. The Programme shall be revised at quarterly intervals and should include a chart of the principal quantities of the forecast for execution monthly.

The detailed work method statement of each particular construction activity shall list by category/type and quantity the labour, skilled labour, supervisors, plant, equipment and materials to be employed on the particular construction activity; together with: the estimated average daily production anticipated, the estimated equipment availability and utilisation factor anticipated and a detailed step description of the way in which resources are to be utilised to achieve the required rate of construction/production.

The Contractor's attention is particularly drawn to the need to familiarise himself with customs procedures in connection with importation and to allow sufficient time in its programme for these to be completed.

During the execution of Works, the Contractor shall submit to the Engineer detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance to the foregoing.

If details of the Contractor's proposals for Temporary Works are required by the Engineer for his own information the Contractor shall submit such detail within fourteen days of being requested to do so.

The various operations pertaining to the Works shall be carried out in such a progressive sequence so as to achieve a continuous and consecutive output of fully completed road works inclusive of bridge works and culverts within the time limits specified in the Contract.

The Contractor shall, wherever required by the Engineer, also provided in writing for information a detailed description of the arrangements and methods which the Contractor proposes to adopt for the execution of any particular part of the Works as directed by the Engineer.

Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items which are or are about to become critical to the Progress of Works, along with proposals on how the Contractor intends to address the situation.

The consent by the Engineer on any programme shall have no contractual significance other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme, nor shall it limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary. The above shall not be taken to limit the right of the Contractor to claim for damage or extension of time to which he may be fairly entitled to in terms of the General Conditions of the Contract for delay or disruption of his activities.

Notwithstanding the General Conditions of Contract Clause 14.1, the programme to be submitted for the execution of the Works shall, in addition to the programme of pure construction activities, include an alleviation programme for Site staff and labour in respect of Sexually Transmitted Disease (STD) including HIV/AIDS. The STD and HIV/AIDS alleviation programme shall indicate when, how and what cost the Contractor plans to satisfy the requirements of Subclause 19.1 herein and the related Technical Specifications. For each component, the programme shall detail the resources to be provided or utilized and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation.

14.2 Revised Programme

Add the following at the end of this subclause:

The Contractor shall, when instructed by the Engineer, amend, correct or modify the Programme of the Works so as to take into account any delays and/or advances and modifications designs or for other reasons considered necessary by the Engineer.

If, during the progress of the work, the quantities of work performed per month fall below those shown in the Programme, or if the sequence of operations is altered, or if the Programme is deviated from in any other way, the Contractor shall, within two weeks after being notified by the Engineer, submit a revised Programme necessary to ensure completion of the Works or any part thereof within the Time for Completion, or any extended time granted pursuant to Clause 43 and Clause 44 of the General Conditions of Contract or so as to take into account any delays or advances or for other reasons considered necessary by the Engineer without prejudice to the Employer's right under Clause 63 of the General Conditions of Contract.

Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner.

Should the Employer request and the Contractor undertake to finish the whole or part of the Works ahead of the time originally required by the Contract, payment for accelerating the work shall only be made if agreed to beforehand in writing and according to the terms of such agreement.

If the Programme is to be revised by reason of the Contractor falling behind his Programme, he shall produce a revised Programme showing the modifications to the original Programme to complete the Works within the time as defined in Clause 43 of the General Conditions of Contract.

The Employer shall have the right to withhold payment at any time if the Contractor fails to submit the contractual construction programmes in accordance with Subclause 14.1 above or revise construction programmes due to his negligence, failure or omission.

14.3 Cash Flow Estimate to be Submitted

The time limit within which a detailed cash flow estimate is to be submitted shall be twenty-eight (28) days.

In preparing the estimates, the Contractor shall make provision for Advance payment, repayment of advance, retention, payment for services provided by the Employer and timing implications of Clause 60 Certificates and Payments.

A schedule of Payments for both local and foreign currency expected to be made to the Contractor by the Employer, shall be provided.

The cash flow estimate submitted with the bid shall be revised each time the construction Programme is submitted, and revised, under Subclauses 14.1 and 14.2 above.

15.1 Contractor's Superintendence

Add the following at the end of the first paragraph of Subclause 15.1:

The Contractor shall, within seven (7) days of receipt of the Engineer's Order to Commence the Works, inform the Engineer in writing, the name of the Contractor's representative and the anticipated date of his arrival on Site.

15.2 Contractor's Agent or Representative

Add the following Subclause 15.2:

The Contractor's agent or representative on the Site shall be an Engineer registered by the Engineer's Board of Kenya in accordance with the Laws of Kenya cap. 530 or have equivalent status approved by the Engineer and shall be able to read, write and speak English fluently.

16.2 Engineer at Liberty to Object

At the end of this clause add "by a competent substitute approved by the Engineer at the Contractor's own expense".

Add the following Subclauses 16.3 and 16.4:

16.3 Language Ability of Superintending Staff

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the language specified in the Appendix to Form of Bid pursuant to Subclause 5.1(a), or the Contractor shall have available on site at all times a number of competent interpreters, as required by the Engineer, to ensure proper transmission of instructions and information.

16.4 Employment of Local Personnel

The Contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications who are Kenyan citizens.

17.1 Setting Out

The following additional paragraph shall apply to the provisions of the Subclause 17.1:

- (d) The checking of all the setting-out of the proposed works relative to existing ground features, to be undertaken prior to the commencement of fabrication of structural steel works for superstructures. This preparation is to include providing the facility for the Engineer to undertake a timely check on this setting-out and alerting the Engineer to any likely problems foreseen.

The contractor shall give to the Engineer not less than 48 hours of notice of his intention to set out or give layout for any part of the works so that timely assignment can be made for checking the same.

Add the following new Subclause 17.2:

17.2 Notice to Engineer

The Contractor shall give to the Engineer not less than 48 (forty-eight) hours' notice of his intention to set out or give levels for any part of the works so that timely arrangement may be made for checking or issuing instructions. He shall indicate therein by which date the information, if any, is required by him."

19.1 Safety, Security and Protection of the Environment

Add Subclauses 19.1 (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) and the subsequent text as follows:

- (d) Notwithstanding the Contractor's obligation under Subclauses 19.1 (a), (b) and (c) of the Conditions of Contract, the Contractor shall carry out, without limitation, the following measures with a view to reducing or eliminating adverse environmental effects by the site Works:

- (i) All quarries, borrow pits, diversions and detours shall be filled and landscaped, as far as practical, to their original condition after extraction of construction material.
 - (ii) Soil erosion and sedimentation due to the surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures.
 - (iii) Long traffic diversion roads shall be avoided so as to minimise the effect of dust on the surrounding environment. In any case, all diversions shall be kept damp to reduce dust.
 - (iv) Haulage routes shall be kept as short as possible and watered as necessary.
 - (v) Spillage of oil, fuel, and lubricants shall be avoided. If spilt, they shall be collected and disposed of in such a way that there do not adversely affect the natural environment.
 - (vi) Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Kenya government in an attempt to minimise levels of noise pollution and community interference.
- (e) The formulation and enforcement of an adequate safety programme shall be the obligation of the Contractor with respect to all the works under this Contract, regardless of whether performed by the Contractor or his Subcontractors. The Contractor shall, within 14 days after commencement of the Works, meet the Engineer to present and discuss his plan for the establishment of such safety measures as may be necessary to provide against accidents, unsafe acts, and so forth.
- Within 28 days after commencement of the Works, the Contractor shall submit a written safety, security and environmental protection programme to the Engineer covering the overall works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programmes for blasting and handling of explosives as may be stipulated in the Specifications.
- (f) The Contractor shall take all due precautions to avoid soil and water contamination by spillage of oil, grease, fuel and paint in the equipment yard, workshop or the site of works. Lubricants should be recycled.
 - (g) The Contractor shall install pollution control device in his asphalt plant.
 - (h) The Contractor shall implement re-plantation and grading of steep slopes in quarries and borrow pits to prevent disfiguration of landscape.
 - (i) The Contractor shall implement compensatory afforestation plan to counteract destruction of vegetation when required to do so by the Engineer. The Contractor shall pay proper attention to the aspect of borrow pit drainage to prevent formation of stagnant pools of water and incidence of mosquito vectors. All borrow pits will be provided with efficient drains which shall be connected to the natural outfalls.
 - (j) Notwithstanding implementation of any other provision contained in the Conditions of Contract, the failure on the part of the Contractor or his staff in the cases listed below will be considered default on the part of the Contractor and will attract the terms of Subclause 63.1 for remedies.
 - Poor sanitation and solid waste in the workers camp
 - Possible transmission of communicable diseases, including HIV/AIDS, between local people and the Contractor's workers
 - Poaching by the Contractor's workers
 - Illegal invasion of indigenous people by the Contractor's labour.
 - (k) All lights provided by the Contractor shall be screened so as not to interfere with any signal light on the railways or with any traffic or signal lights of any local or other authority.
 - (l) The Contractor shall be deemed to be in possession of, and ensure that the Contractor's personnel are fully aware of, relevant safety regulations.

- (m) The Contractor shall ensure that all equipment, tools and other items used in accomplishing the Works, whether purchased, rented or otherwise provided by the Contractor are in safe, sound and good condition for performing the intending function.

Notwithstanding the terms of Clause 19.1 of the General Conditions of Contract, the Contractor shall throughout the contract (including the Defects Liability Period):

- (i) Conduct Information, Education and Consultation (IEC) campaign, at least every other month, addressed to all the Site staff and labour (including all Contractor's Employees, all Subcontractors and Consultant's employees, and all truck drivers and crew marketing deliveries to Site) and to the immediate local communities, concerning the dangers and impact of Sexually Transmitted Diseases (STD) in general and HIV/AIDS in particular;
- (ii) Provide male or female condoms for all Site staff and labour as appropriate; and
- (iii) Provide for STD and HIV/AIDS professional screening, diagnosis, counselling and full treatment (except that in the case of HIV/AIDS cases treatment shall be limited to referral to a dedicated national or regional HIV/AIDS programme) of all Site staff and labour.

Amend Subclause 20.4 to read as follows:

20.4 Employer's Risks

The Employer's risks are:

- (a) Insofar as they directly affect the execution of the Works in Kenya where the Permanent Works are to be executed:
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war
 - (iii) Ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.
- (b) Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract
- (c) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- (d) Any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - i. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - ii. Insure against such loss or damage."

21.1 Insurance of Works and Contractor's Equipment

Delete the first sentence of this clause and replace with the following:

"Prior to commencement of the Works the Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure to the satisfaction of the Employer."

Add the following words at the end of subparagraph (a) and immediately before the last word of subparagraph (b):

"it being understood the insurance shall provide for compensation to be payable in the types and proportions of the currencies required to rectify the loss or damage incurred."

In Subclause 21.1(b), delete the words "or as may be specified in Part II of these Conditions".

21.2 Scope of Cover

(a) Delete the words "from the start of Work at the Site" and substitute with the words "from the first working day after the commencement date"

Add the following Subclause 21.2 (c):

(c) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

Amend Subclause 21.4 to read as follows:

21.4 Exclusions

There shall be no obligation for the insurances in Subclause 21.1 to include loss or damage caused by the risks listed under Subclause 20.4 subparagraphs (a) (i) to (v) above.

Add the following Subclause 21.5:

21.5 Insurance of Goods

The Contractor shall insure or cause to be insured all imported goods financed out of the proceeds of the Contract against marine and other hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation and where appropriate against all usual risks pertaining to the construction of the Works.

23.1 Third Party Insurance (Including Employer's Property)

Add the following at the beginning of this Subclause:

Prior to commencement of the Works ...

23.2 Minimum Amount of Insurance

Add the following at the end of this subclause:

... with no limits to the number of occurrences

25.1 Evidence of Terms of Insurance

Insert the words "as soon as practicable after the respective insurances have been taken out but in any case" before the words "prior to the start of Work at the Site"

Add the following Subclauses 25.5 to 25.8:

25.5 Source of Insurance

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to, the insurance referred to in Clauses 21, 23, and 24) with insurers from any eligible source country which has been determined to be acceptable to the Employer.

25.6 Insurance Notices

Each policy of insurance effected by the Contractor for the purpose of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not more than thirty (30) days after the giving of such notice.

25.7 Insurance in Kenya

The risks against which the Contractor is obliged to insure under the Contract shall be insured through established and reputable companies approved by the Employer and located in Kenya and any cover against risks which the Contractor may enjoy shall be insured in Kenya by an approved Kenyan Insurance Company in respect of the Contractor's obligations under the Contract.

25.8 Notification to Insurers

It shall be the responsibility of the Contractor to notify the insurers under any of the insurances referred or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this subclause whether as a result of avoidance of such insurance or otherwise.

Add the following Subclauses 26.2 and 26.3

26.2 Compliance with Statutes, Regulations

The Employer will repay or allow to the Contractor all such sums as the Engineer shall certify to have been properly payable and paid by the Contractor in respect of such fees, provided always that, without prejudice to Subclause 26.1, nothing contained in this sub clause shall be deemed to render the Employer liable to all claims which may be considered to fall within the provisions of Subclause 22.1.

26.3 Inspection and Audit by the Funding Agency

The Contractor shall permit the funding agency to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the agency, if so required by the agency.

28.2 Royalties

Add the following at the end of Subclause 28.2:

The Contractor shall also be liable for all payments or compensation, if any, that are levied in connection with the dumping of part or all of any such material."

Add the following Subclauses 29.2 to 29.5:

29.2 Passage and Control of Traffic

The Contractor's attention is drawn to Specifications covering the Passage and Control of Traffic and in particular to the requirement for the submission of a detailed Programme for Passage of Traffic as required following the award of the Contract.

In case any operation connected with traffic which necessitates diversion, obstruction or closure of any road, railway or any other right of way, the approval of the Engineer or the Engineer's Representative and the concerned authorities shall be obtained well in advance by the Contractor.

29.3 Reinstatement and Compensation for Damage to Persons or Property

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the construction and maintenance of the Works to a condition at least equal to that prevailing before his first entry on them.

If in the opinion of the Engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances, the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or to become due to the Contractor.

The Contractor shall promptly refer to the Employer all claims, which may be considered to fall within the provisions of Clause 22.1.

29.4 Protection of Existing Works and Services

The Contractor shall acquaint himself with the position of all existing services, such as sewers, surface water drains, cables for electricity, data and telephone, telephone and lighting poles, water mains, and the like before commencing any excavation or other works likely to affect the existing services.

The Contractor will be held liable for all damage to roads, irrigation ditches, mains pipes, electric cables, lines or services of any kind caused by him or his subcontractors in the execution of the Works. The Contractor must make good any damage without delay and, if necessary, carry out any further work ordered by the Engineer or Engineer's Representative, all at the Contractor's cost. Where work is to be carried out in the vicinity of overhead power lines, the Contractor shall ensure that all persons working in such areas are aware of the relatively large distance that high voltage electricity can "short" to earth when crane, or other large masses of steel, are in the vicinity of power lines. The Contractor's attention is drawn to appropriate standards which gives safe clearances for the various voltages.

The Contractor shall be held responsible for damage to existing works or services, and shall indemnify the Employer against any claims in this respect (including consequential damages). The Contractor shall be responsible for the reinstatement of the services, so affected, to the satisfaction of the Engineer.

In all cases where such works or services are exposed, they shall be properly shored, hung up or otherwise protected. Special care must be exercised in filling and compaction of the grounds under mains and cable. The exposed water meters, stopcock boxes and similar items shall be left uncovered.

As soon as any such existing works or services or structures are encountered on, over, under, in or through the Site during the performance of the Contract, the Contractor shall make a record of the location and description of such service or structure and shall send the same forthwith to the Engineer.

Installations adjacent to the Works shall be kept securely in place until the work is completed and shall then be made as safe and permanent as before.

Notwithstanding the foregoing requirements, and without reducing the Contractor's responsibility, the Contractor shall inform the Engineer immediately if any existing works or services are located, exposed or damaged.

29.5 Protection of Survey Beacons

The Contractor shall not remove, damage, alter or destroy in any way plot beacons. Should the Contractor consider that any beacons will be interfered with by the Work he shall notify the Engineer who, if he considers it necessary, will make arrangements for the removal and replacement of the beacons.

30.2 Transport of Contractor's Equipment or Temporary Works

Add the following at the end of this subclause.

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant and equipment, materials or pre-constructed units of work over roads, highways, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior

permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

Add the following Subclauses 30.5 and 30.6.

30.5 Complying with State Laws and Regulations

Nothing contained above shall excuse the Contractor or any of his Subcontractor(s) from complying with state laws regulating traffic on highways and bridges.

30.6 Effects of other Concurrent Construction Projects

The Contractor shall be deemed to have fully familiarised himself with planned construction operations or any other concurrent construction projects in Kenya which may have any material effect on the Contractor's own operations. In particular, the Contractor shall be deemed to have allowed for the effects of other concurrent construction contract(s) on any necessary transportation operations in connection with the Contract(s).

LABOUR

Add the following Subclauses 34.2 to 34.23

34.2 Labour Regulations

The Contractor and his Subcontractors shall, at all times, during the Contract period abide fully by the governing local laws and regulations.

The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to recruitment, obtaining of all necessary visas, permits or other official permission for movements of staff and labour.

34.3 Engagement of Local Labour

The Contractor is encouraged to the extent practicable and reasonable to employ staff and labour with the required qualifications and experience from sources within Kenya, particularly in the vicinity of the Site.

34.4 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

34.5 Repatriation of Labour

The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purposes of or in connection with the Contract, and shall maintain such persons as are to be so returned in a suitable manner until they shall have left the site or, in the case of persons who are not nationals of and have been recruited outside the Republic of Kenya shall have left Kenya or the site, as appropriate.

34.6 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting equipment, cookers, refrigerators, furniture, and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps or housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

34.7 Accident Prevention Officer

The Contractor shall have on his staff on Site an officer dealing only with questions regarding the safety and protection against accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.

34.8 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing, and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. Workers shall always be transported using vehicles that meet the current transport regulations.

34.9 Life Saving Appliances and First Aid Equipment

The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

34.10 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria, and shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of bilharzias and wild animals.

34.11 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.12 Burial of the Dead

The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Kenya. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the Works.

34.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all his staff, labour, and subcontractors for the purposes of or in connection with the Contract.

34.14 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Engineer and his staff, the Contractor's staff and labour.

34.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances, and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter, or disposal by his subcontractors, agents, staff, or labour.

34.16 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.17 Festivals and Religious Customs

The Contractor shall, in all dealings with his staff and labour, have due regard to all recognised festivals, days of rest, and religious and other customs.

34.18 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among his staff and labour and take all reasonable precautions for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.19 Records of Labour

The Contractor shall keep proper wages books, in the language stipulated in the Appendix to the Form Bid, pursuant to Sub-Clause 5.1 (a) showing the time worked and wages paid to all employees in and about the execution of the Works, together with such other records as are required by any Statute, Ordinance, Law, Regulation or Bye-Law in force in Kenya governing the employment of labour. He shall be bound, whenever required, to produce such wages books and other records for the inspection of any persons authorized by the Engineer.

34.20 Trade Unions

The Contractor shall recognize the freedom of his employees to be members of trade unions.

34.21 Default in payment of Wages

In the event of default in payment of wages of any workmen employed on the Contract, and if a claim thereafter is filed in the office of the Engineer and satisfactory proof thereof is furnished, the Employer shall be notified forthwith and may, failing payment of such claim by the Contractor, arrange the payment out of monies at any time payable under the Contract and the amount so paid shall be deemed payment to the Contractor under the Contract.

34.22 Breach and Removal from List

Should the Contractor or any subcontractor be found to be in breach of any of the provisions of Clause 34, the Employer may recommend to the Government for his removal from the list of approved Contractors.

34.23 Observance by Subcontractors

The Contractor shall be responsible for the observance by his subcontractor of the foregoing provisions.

Add the following Subclauses 35.2 and 35.3:

35.2 Maintenance of Records

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may prescribe from time to time.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority (ies) whenever such report is required by the law of Kenya.

MATERIALS, PLANT AND WORKMANSHIP

Rename Subclause 36.1 as below.

36.1 Quality of Materials, Equipment, Supplies, Plant, and Workmanship

Add the following paragraph at the end of this subclause.

The Contractor is encouraged, to the extent practicable and reasonable, to use materials, Contractor's Equipment, Plant, and supplies from sources within Kenya.

COMMENCEMENT AND DELAYS

41.1 Commencement of Works

Replace the words "as soon as reasonably possible" with the words "on Site within 28 days".

Add the following subclause:

41.2 Definition of Commencement

For the purposes of this subclause, the Works shall be deemed to have commenced when all of the following conditions are satisfied:

- (a) The approved competent and authorized agent or representative of the Contractor is resident in the project area and is giving his whole time to the superintendence of the Works.
- (b) The provision by the Contractor of evidence that all insurances required by the Contract are in force.
- (c) The Contractor has established an office in the project area with postal address for receipt of correspondence.
- (d) The principal items of constructional plant have been brought to Site and put to work in the execution of the permanent Works.

42.1 Possession of Site and Access Thereto

At the end of Subclause 42.1, add the following:

The Contractor shall bear all costs and charges for such lands as the Contractor may reasonably require for camps, offices, workshops, diversion roads, borrow pits, and quarries and any additional facilities outside the site required by him for the purpose of works.

Add the following subclause:

42.4 Possession of Site and Access thereto

The Contractor shall not enter any part of the Site until he has requested and received permission to do so from the Employer or the Engineer.

The Contractor shall not use any portion of the Site for any purpose not connected with the Works.

45.1 Restriction on Working Hours

Delete Subclause 45.1 and substitute with the following:

If the Contractor requests for permission to work by day and night and if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing.

All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out night work and from against all claims, demands, proceeding, costs, charges and expenses whatsoever in regard or in relation to such liability. In addition, the Contractor shall be required to provide, for any work carried out by night or recognised days of rest, adequate lighting and other facilities, so that the work is carried out safely and properly.

45.2 Overtime Hours

Working hours shall be observed by the Contractor as stipulated in the Labour Laws of Kenya. However, when deemed necessary to expedite the Works, overtime, night time or holiday working may be allowed by the Engineer in accordance with the provisions of Subclause 46.1. The Contractor, in these cases, shall pay all costs of the Engineer and his staff for such overtime, night time or holiday working at site as stipulated under Subclause 46.1 of the General Conditions of Contract.

47.2 Reduction of Liquidated Damages

The following supplements this subclause.

There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

The sum stated in the Appendix to Form of Bid as liquidated damages shall be increased by a sum equivalent to any amount payable by the Employer to the Contractor under clause 70.1 in respect of an increase in costs in such period that would not have been incurred by the Contractor if the Works had been completed by the due date for completion prescribed by Clause 43.

Add the following Subclause 47.3:

47.3 Currency of Liquidated Damages

Liquidated damages shall be paid by the Contractor to the Employer in the types and proportions of currencies as shall be payable to the Contractor under the Contract.

DEFECTS LIABILITY

49.2 Completion of Outstanding Work and Remedying Defects

Add at the end of this subclause the following sentence:

Any work ordered to be executed under this subclause shall be carried out at a time and in a manner as directed by the Engineer so as to interfere as little as possible with the operations of the Employer or of other contractors and no extension(s) of the defects liability period will be allowed for the execution of this work.

Add Subclause 49.5 as follows:

49.5 Defects Liability Period Replacements

The provisions of this clause shall apply to all replacements or renewals of Plant and equipment to be provided with respect to the utilities under the Contract, carried out by the Contractor to remedy defects and damages as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of the defect or damage. If only part of the Works is affected the Defects Liability Period shall be extended only for that part.

ALTERATIONS, ADDITIONS AND OMISSIONS

52.1 Valuation of Variation

Add the following final sentences to this subclause:

The agreement, fixing or determination of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof.

Where the Contract provides for the payment of the Contract Price in more than one currency, and varied work is valued at, or on the basis of, the rates and prices set out in the Contract, payment for such varied work shall be made in the proportions of various currencies specified in the Appendix to Form of Bid for payment of the Contract Price. Where the Contract provides for payment of the Contract Price in more

than one currency, and new rates or prices are agreed, fixed, or determined as stated above, the amount or proportion payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed, or determined, it being understood that in specifying these amounts or proportions the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies specified in the Appendix to Form of Bid for payment of the Contract Price.

52.2 Power of Engineer to Fix rates

Add a final sentence to the first paragraph as follows:

Where the Contract provides for the payment of the Contract Price in more than one currency, the amount or proportion payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed, or determined as stated above, it being understood that in specifying these amounts or proportions the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies specified in the Appendix to Form of Bid for payment of the Contract Price.

52.3 Daywork

Add the following at the end of this subclause:

The Work so ordered shall immediately become part of the Works under the Contract. The Contractor shall, as soon as practicable after receiving the Daywork Order from the Engineer undertake the necessary steps for due execution of such Work. Prior to commencement of any work to be done on a Daywork basis, the Contractor shall give a notice to the Engineer stating the exact time of such commencement.

PROCEDURE FOR CLAIMS

53.1 Notice of Claims

Add the following at the end of this subclause:

The Contractor shall also state the references of the Contract Clauses and Subclauses on which he has based his claims.

CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIALS

For the purpose of these subclauses, the term "Equipment" shall be read as "Contractor's Equipment" where the context so requires.

54.1 Contractor's Equipment, Temporary Works and Materials

Amend Subclause 54.1 as follows:

Line 5; add "written" between "the" and "consent".

Add a final sentence to this subclause as follows:

The Contractor shall every month give to the Engineer a statement showing the amount of plant and Contractor's equipment, which has been brought to the Site.

54.2 Employer not Liable for Damage

Delete this subclause entirely.

54.5 Conditions of Hire of Contractor's Equipment

Delete this subclause entirely.

Add Subclauses 54.9 and 54.10 as follows:

54.9 Contractor's Responsibilities for Licenses

The Contractor shall obtain his own information with regard to the granting of import and export licenses for materials, equipment and plant. The Contractor shall bear all expenses for Plant, Materials, Equipment and Maintenance required for the completion and maintenance of the works and shall be deemed to have satisfied himself with regard to all his liabilities under the laws and regulations governing the granting of these licenses. The Contractor shall ensure that requests for import and export licenses are submitted in sufficient time to clear all formalities before the said licenses are required.

54.10 Equipment and Plant

The Contractor shall identify each piece of his equipment, other than hand tools, by means of an identification number plainly stencilled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identification number. In addition, the make, model number and empty gross weight of each unit of compaction equipment shall be plainly stamped or stencilled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight. The make, model, serial number and manufacturer's rated capacity of each scale shall be clearly stamped on the load-receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked.

MEASUREMENT

55.1 Quantities

Add the following to this subclause:

The quality and quantity of the Work included in the Contract Price shall be deemed to be that which is set out in the Contract Bill of Quantities. The Bill of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement.

Any error in description or in quantity or any omission of items from the Contract Bill of Quantities or Specifications shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Engineer. Subject to the foregoing, any error whether arithmetical or not in the computation of the Contract Price shall be deemed to have been accepted by the parties hereto.

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions.

Add the following new sub clause:

55.2 Bill of Quantities with no Rates

Any item of Work described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

56.1 Works to be Measured

Delete Subclause 56.1 and replace with the following:

The Contractor shall prepare and submit to the Engineer all necessary field notes and other records taken and computations made for the purpose of quantity measurements, of which the forms shall be approved by the Engineer, for the monthly progress payment under Clause 60. The measurement of work quantities made by the Contractor shall be verified and certified by the Engineer based on the above-mentioned documents.

The Contractor shall furnish all personnel, equipment and materials to make such surveys and computations as necessary to determine the quantities of work performed. Unless otherwise prescribed in the specifications or the drawings, all measurements for payment shall be made by the dimensions, lines and grades as shown on the drawings or by direct survey of which the methods shall be approved by the Engineer.

The documents submitted for measurement and payment shall become the property of the Employer and shall be used to the extent necessary to determine the monthly progress payment to be made to the Contractor under the Contract. Direct survey, if conducted, shall be subject to checking and verification by the Engineer and all errors in the said survey work and related computations as found during such checking shall be immediately corrected by the Contractor.

In case of any disagreement on an item of measurement, the Engineer's opinion will prevail during the assessment of the statement for monthly interim payments. Should the Contractor consider himself entitled to any form of claim with respect to the disagreement in measurement, the procedure for such is detailed under Clause 53 of the Conditions of Contract.

57.1 Method of Measurement

Delete this subclause and substitute with the following:

The Works shall be measured net with deductions made in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement. All measurements shall be given in metric (SI) units.

PROVISIONAL SUMS

Add the following Subclause 58.4:

58.4 Prime Cost Sum

Wherever an item in the Bill of Quantities has been referred to as a "P.C. Sum" (Prime Cost Sum), that item shall be construed as a Provisional sum and the provisions of Subclauses 58.1 to 58.3 will apply.

NOMINATED SUBCONTRACTORS

59.5 Certification of Payment to Nominated Subcontractors

Add the following paragraph at the end of Subclause 59.5:

If the Engineer desires to secure final payment to any nominated subcontractor before final payment is due to the Contractor and if such subcontractor has satisfactorily indemnified the Contractor against any latent defects, the Engineer may, in an interim certificate, include an amount to cover the said final payment, and thereupon the Contractor shall pay to such nominated subcontractor the amount so certified. Upon such final payment, the amount named in the Appendix to Form of Bid as Limit of Retention Money shall be reduced by the sum which bears the same ratio to the amount as does the subcontract and subcontractor shall be discharged from all liability for the Work, materials or goods executed or supplied by such subcontractor under the Contract to which the payment relates.

CERTIFICATES AND PAYMENTS

Delete Subclauses 60.1 to 60.10 entirely and substitute with the following:

60.1 Advance Payment

In the event that an Advance Payment is granted, the following shall apply:

- (a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of upto maximum of 10% (ten percent) of the original amount of the Contract Sum. The advance shall not be subject to retention money.
- (b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or of a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- (c) Amortization of the advance shall be effected by deductions from monthly interim payments.
- (d) Amortization of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor.

The amortization shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be amortized by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A (X^1 - X^{11})}{80 - 20}$$

Where:

R = Amount to be amortized

A = Amount of the advance which has been granted

X¹ = Amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = Amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

With each amortization, the counterpart of the directly liable guarantee may be reduced accordingly.

60.2 Interim Payment Certificate

The Contractor shall submit to the Engineer, in the manner required by the Engineer after the end of each month a statement showing the estimated total value of permanent Work properly executed and materials or goods for permanent works brought to Site up to the end of the previous month (if the value shall justify the issue of an interim certificate) together with any adjustments under Clause 70 and any outstanding claims and sums the Contractor considers may be due to him. The Contractor shall amend or correct his estimate as directed by the Engineer and the latter shall not accept it until he is satisfied that it is fair and reasonable. With respect to the said materials and goods, no payment for them shall be made unless:

- (i) The materials are in accordance with the specifications for the Works.
- (ii) The materials have been delivered to Site and are properly stored and protected against loss, damage or deterioration.
- (iii) The Contractor's record of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
- (iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and goods to the Site, together with such documents as may be required for the purpose of evidencing such cost.
- (v) The materials are to be used within a reasonable time.

The Contractor will be paid on the certificate of the Engineer the amount due to him on account of the estimated total value of the permanent Work executed up to the end of the previous month together with such amount (not exceeding 75% of the value) as the Engineer may consider proper on account of materials and goods for permanent Work delivered by the Contractor on Site and in addition, such amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities, all of which shall be subject to a retention of the percentage named in the Appendix to Form of Bid until the amount retained (hereinafter and in all Contract documents called the "Retention Money") shall reach the "Limit of Retention Money" named in the said Appendix to the Form of Bid. Provided always that no interim certificate shall be issued for a sum [such sum always being the net amount thereof after all deductions for retention etc) less than that named in the Appendix to Form of Bid as "Minimum Amount of Interim Certificate" at one time.

Within 14 days after receiving a statement from the Contractor as aforesaid, and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer shall issue a Certificate of Payment to the Employer showing the amount due, with a copy to the Contractor.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and where there is a dispute regarding an item for payment, the Engineer may delete this disputed item from the Interim

Payment Certificate and certify the remainder for payment provided the said payment is in accordance with the preceding paragraph. In cases of difference in opinion as to the value of any item, the Engineer's view shall prevail.

60.3 Final Account and Final Payment Certificate

As soon as possible after the issue of Taking - Over Certificate or the termination of the Contract and not later than the time of issue of Defects Liability Certificate, the Contractor shall prepare and submit to the Engineer (with a copy to the Employer), a Statement of Final Account showing in detail the total value of work done in accordance with the Contract together with all sums paid in previous payments. Within thirty (30) after receipt of such further information as may be reasonably required from the Contractor for its verification, the Engineer shall check the said statement, prepare and submit a Final Payment Certificate to the Employer (with a copy to the Contractor).

The Final Payment Certificate shall state:

- (a) The (final) total value of all Work executed in accordance with the Contract
- (b) After giving credit to the Employer for all amounts previously paid to the Contractor, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer, as the case may be.

Unless the Contractor notifies the Engineer of his objection to the Final Payment Certificate within twenty-eight [28] days of delivery thereof, he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Payment Certificate as full settlement for all work executed under the Contract including any claims, variations and omissions thereof.

However, a Final Certificate of Payment shall not be conclusive:

- (i) To the extent that fraud or dishonesty relates to or affects any matter dealt with in the Certificate, or
- (ii) If any arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 90 days after the issue of the Final Certificate of Payment.

60.4 Payment of Certificates

Payment upon each of the Engineer's Certificates for Interim Payments shall be made by the Employer within the time stated in the Appendix to Form of Bid from the date of the Engineer's signature and issue of each Certificate of Payment to the Employer.

Payment upon the Engineer's Final Payment Certificate shall be made by the Employer within the time stated in the Appendix to Form of Bid from the date of issue of the Final Certificate of Payment signed by the Engineer and countersigned by the Contractor or his authorised agent or representative.

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable into a bank account or accounts nominated by the Contractor.

Making of a payment by the Employer shall be considered to have been duly executed on the day that the Employer has issued a cheque.

60.5 Retention Money

One half of the retention money shall become due upon the issue of a Taking - Over Certificate and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole of the Works has been substantially completed and the other half shall be paid to the Contractor after the expiration of the Defects Liability Period and the issue of a Certificate under Clause 62. Provided always that if such time there shall remain to be executed by the Contractor any Works ordered during such period pursuant to Clauses 49 and 50 thereof, the Employer shall be entitled to withhold payment [until the completion of such Works] of so much of the second half of the Retention Money as shall in the opinion of the Engineer represent the Costs of the Works so remaining to be executed. Provided further that in the event of different Defects Liability Periods having become applicable to different parts of the

Works pursuant to clause 48 hereof the expression “expiration of the Defect Liability Period” shall for the purpose of this subclause be deemed to mean the expiration of the latest of such periods.

60.6 Currency of Payment

The Contract price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya shillings.

60.7 Overdue Payments

Unless otherwise stated in the Appendix to the Form of Bid interest shall be paid on the overdue amounts and the interest to be paid shall be based on the rates of the Central Bank of Kenya 28 days prior to the opening of the bids.

60.8 Correcting and Withholding

The Engineer may by any interim certificate or through the final account make any correction or modification to any previous certified sum and shall have authority, if any work or part thereof is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.9 Completion by Sections

If a Taking-Over Certificate shall be issued for any section or part of the Works separately, the payments herein provided for on or after issue of such a Certificate shall be made in respect of such section or part and references to the Contract Price shall mean such part of the Contract Price as shall in the absence of agreement be apportioned thereto by the Engineer.

60.10 Statement at Completion

Not later than 14 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail and in a form approved by the Engineer:

- (a) The final value of all work executed in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) Any further sums which the Contractor considers to be due; and
- (c) An estimate of amounts, which the Contractor considers, will become due to him under the Contract.

Estimated amounts at Completion shall be shown separately in the Statement. The Contractor shall amend and correct the Statement as directed by the Engineer who shall issue a Certificate at Completion to be processed in accordance with Subclause 60.4.

60.11 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail and in the form approved by the Engineer:

- (a) The final value of all work executed in accordance with the Contract, and
- (b) Any further sums which the Contractor considers to be due to him.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonable require and shall make such changes in the draft as may be required.

60.12 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued

pursuant to Subclause 60.14 has been made and the Performance Security referred to in Subclause 10.1 has been returned to the Contractor.

60.13 Final Payment Certificate

Upon acceptance of the Final Statement as given in Subclause 60.12, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor's authorized agent or representative for his signature. The Final Payment Certificate shall state:

- (a) The final value of all work executed in accordance with the Contract
- (b) After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer as the case may be

Final Certificate shall be issued for any sum due to the Contractor even if such is less than the sum named in the Appendix to the Form of Bid.

60.14 Cessation of Employer's Liability

Unless the Contractor notifies the Engineer of his objection to the Final Certificate within 14 (fourteen) days of delivery thereof he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Certificate as full settlement for all work executed under the Contract including any variations and omissions thereof.

62.1 Defects Liability Certificate

Delete the last sentence of this subclause beginning "Provided that the issue.....in Sub-Clause 60.3".

REMEDIES

63.1 Default of Contractor

Delete the last paragraph of this subclause and substitute with the following:

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may himself complete the work or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works and unused Plant and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or that may become due to him from the Contractor under the Contract."

63.2 Valuation of Date of Expulsion

Modify the heading of Subclause 63.2 by substituting "Valuation at Date of Termination" for "Valuation at Date of Expulsion." In Subclause 63.2, delete the word "termination" on the second and fifth lines and substitute "expulsion".

63. Valuation of Date of Expulsion

Modify the heading of Subclause 63.3 by substituting "Payment after Expulsion" for "Payment after Termination." In Subclause 63.3, delete the words "terminates the Contractor's employment" on the first line and substitute "shall enter and expel the Contractor".

63.4 Assignment of Benefit of Agreement

In Subclause 63.4, delete the word "termination" on the second line, and substitute "expulsion".

Add the following at the end of this subclause:

But on the terms that a supplier or subcontractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or subcontractor

for any such materials supplied or Works executed under such agreement, whether the same be assigned as aforesaid or not, before or after the said determination, the amount due by such arrangement in so far as it has not already been paid by the Contractor.

Add the following subclause 63.5:

63.5 Corrupt or Fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 63 shall apply as if such expulsion had been made under Subclause 63.1.

For the purpose of this Subclause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

SPECIAL RISKS

Subclause 65.2 is amended to read as follows:

65.2 Special Risks

The Special Risks are the risks defined under paragraph (a), subparagraphs. (i) to (v) of Subclause 20.4 of the Conditions of Contract".

65.4 Projectile, Missile

Delete "whenever and wherever occurring" under line 2 and add "on or near the site" after "explosive of war" under line 3.

Add Subclause 65.9 as follows:

65.9 Special Risks

- (a) In the event of the Employer unilaterally ordering the final cessation of performance of the Contract for reasons not specified elsewhere in the Conditions of Contract the Contract shall be considered to be frustrated and the Contractor shall be indemnified as provided for under Clause 65.1.
- (b) In the event of the Employer ordering the adjournment of the Contract before or after commencement of the Works for reasons not specified elsewhere in the Conditions of Contract, the Contractor shall be entitled to indemnity for any injury which he may have suffered as a consequence of such adjournment.

The Engineer shall award the Contractor payment of such sum as in his opinion shall be reasonable giving regard to all material and relevant factors including the Contractor's on costs and overheads, and the nature of the instruction to adjourn the Contract.

SETTLEMENT OF DISPUTES

67.1 Engineers Decision

"If a dispute of any kind whatsoever arises between the Employer and the Contractor in any connection with, or arising out of, the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state it is made pursuant to this clause. No later than 28

(twenty-eight) day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state it is made pursuant to this clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an Amicable Settlement, Adjudicator's or Arbitrator's award.

If either the Employer or the Contractor be dissatisfied with the decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 28th (twenty eighth) after the day on which he received the reference, then either the Employer or the Contractor may, on or before the 28th (twenty eighth) day after the day on which he received notice of such decision, or on or before the 28th (twenty eighth) day after the day on which the said period of 28 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence Adjudication, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Adjudication, as hereinafter provided, as to such dispute; no adjudication in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence adjudication as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor. “.

67.2 Amicable Settlement

Where notice of intention to commence adjudication as to a dispute has been given in accordance with sub clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of Adjudication; provided that, unless the parties otherwise agree, Adjudication may be commenced on or after the 14th (fourteenth) day after the day on which notice of intention to commence adjudication of such dispute was given, even if an attempt at amicable settlement thereto has been made
Subclause 67.3 is deleted and substituted with the following subclause:

67.3 Arbitration

by an arbitrator to be agreed upon between the parties or failing agreement to be nominated on the application of either party by the appointee designated in the Appendix to Form of Bid for the purpose and any such referee shall be deemed to be a submission to arbitration within the meaning of the Arbitration Laws of the Republic of Kenya.

NOTICES

68.1 Notices to Contractor

Add the following at the end of this subclause:

Notwithstanding the foregoing, the Contractor shall either maintain an address close to the Works or appoint an agent residing close to the Works for the purpose of receiving notices to be given to the Contractor under the terms of the Contract. This obligation shall be terminated upon the issue of the Certificate of Completion.

68.2 Notices to Employer and Engineer

Delete the words “nominated for that purpose in Part II of these Conditions” in this subclause and substitute with “given in the Appendix to Form of Bid”.

DEFAULT OF EMPLOYER

Under Subclause 69.1, 69.4 and 69.5, substitute “Subclause 60.4 for “Subclause 60.10”.

69.1 Default of Employer

In Subclause 69.1 (a), delete the words “28 days” in the second sentence and substitute with the words “60 days”.

Delete Subclause 69.1 (d).

69.3 Payment on Termination

Delete from “, but in addition to the payments specified...” to the end of the Subclause.

69.4 Contractor’s Entitlement to Suspend Work

Delete the words ‘28 days’ and substitute with ‘60 days’.

Delete sub-clause 69.4 (b) and substitute with the following:

the amount of such cost, which shall be added to the Contract Price. However, the costs due to idle time for plant, equipment and labour shall not be included in the said costs and shall be borne by the Contractor.

Add to Subclause 69.4 as follows:

Without prejudice to the Contractor’s entitlement to interest under Subclause 60.7 (of these Conditions of Particular application) and to terminate under Subclause 69.1, the Contractor may suspend work or reduce the rate of work within 56 days after notification by the Foreign Funding Agency to the Kenya Government that the Financier has suspended disbursements from its loan, which finances in whole or in part the execution of the Works.

Add Subclause 69.6 as follows:

70 CHANGES IN COST AND LEGISLATION

Delete Clause 70 in its entirety, and substitute by 70.1 – 70.8 (inclusive):

70.1 Price Adjustment

“The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labour, Contractor’s Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this Clause.

70.2 Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

70.3 Adjustment Formulae

The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the currencies of payment and each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:

$$pn = A + \left(b \frac{Ln}{Lo} \right) + \left(c \frac{En}{Eo} \right) + \left(d \frac{Fn}{Fo} \right) + \left(e \frac{Bn}{Bo} \right) + \left(f \frac{Cn}{Co} \right) + \left(g \frac{RSn}{RSo} \right)$$

Where:

pn is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 60.1 (d), and with Sub-Clauses 60.1 (e) and (f), where such variations and Daywork are not otherwise subject to adjustment;

A is a constant, specified in the Appendix to Bid, representing the nonadjustable portion in contractual payments;

b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element((labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Bid;

Ln, En, Fn, Bn, Cn and RSn are the current cost indices or reference prices of the cost elements in the specific currency for month “**n**,” determined pursuant to Sub-Clause 70.5, applicable to each cost element; and

Lo, Eo, Fo, Bo, Co and RSo are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.5.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor **Zo/Zn** will be applied to the respective component factor of **pn** for the formula of the relevant currency. **Zo** is the number of units of currency of the country of the index, equivalent to one unit of the currency of payment on the date of the base index, and **Zn** is the corresponding number of such currency units on the date of the current index.

70.4 Sources of Indices and Weightings

“The sources of indices shall be those listed in the Appendix to Bid, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Appendix to Bid, which shall be subject to approval by the Engineer.

70.5 Base, Current and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

70.6 Adjustment after Completion

If the Contractor fails to complete the Works within the time for completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

- 70.7 Weightings** The weightings for each of the factors of cost given in the Appendix to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 51 or for any other reason.
- 70.8 Subsequent Legislation** If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have been taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 70.1 to 70.7.”

CURRENCY AND RATES OF EXCHANGE

72.2 Currency Proportions

Delete the words from “prevailing, as determined by the Central Bank...” to the end of the subclause and substitute with “stated by the Contractor in the standard forms, included with his Original Bid.”

Add Subclause 72.4 as follows:

ADDITIONAL CLAUSES

73.1 Foreign Taxation

The prices bid by the Contractor shall include all taxes, duties, and other charges imposed outside Kenya on the production, manufacture, sale, and transport of the Contractor’s Equipment, Plant, materials, and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

73.2 Local Taxation

The prices bid by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes that may be levied in accordance with the laws and regulations, being on the date 28 days prior to the latest date for submission of bids, in Kenya, on the Contractor’s Equipment, Plant, materials, and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Kenya on profits made by him in respect of the Contract.

73.3 Income Tax on Staff

The Contractor’s staff and labour will be liable to pay personal income taxes in Kenya in respect of such of their salaries and wages as are chargeable under the laws and regulations for

the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

73.4 Duties on Contractor's Equipment

All the Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall not be temporarily exempt from the payment of import duties and taxes upon initial importation.

73.5 Declaration against Waiver

The condoning by the Employer of any breach or breaches by the Contractor or any authorized subcontractor of any of the stipulations and Conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer's rights, powers and remedies under the Contract in respect of any breach or breaches as aforesaid.

73.6 Employer's Officials

No official of the Employer or the Engineer or the Engineer's Representative or anyone of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

74.1 Illegal Payments

If the Contractor, or any of his Sub-Contractors, agents or servants gives or offers to give to any person any payment, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the Works and expel the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and expulsion had been made pursuant to that Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate this Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) Shall proceed as provided in Subclause 65.7, and
- (b) Shall be paid by the Employer as provided in Subclause 65.8.

76.1 Restriction on Eligibility

- (a) Any Plant, materials, or services which will be incorporated in or required for the Works, as well as the Contractor's Equipment and other supplies, shall have their origin in any of the countries and territories eligible under the Foreign Financier's Rules for Procurement.
- (b) For the purposes of this clause, 'origin' means the place where the materials and equipment were mined, grown, produced, or manufactured or from which the services are provided.
- (c) The origin of goods and services is distinct from the nationality of the supplier.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be joint and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any

publication or disclosure for the purpose of the Contract the same shall be referred to the Employer whose determination shall be final.

78.2 Drawings and Photographs of the Works

The Contractor shall not disclose details of drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the work or any part thereof or equipment employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Subcontractors without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.

79.1 Official Visitors

The Contractor shall at all times when authorized by the Engineer give free and undisputed access of all facilities to any authorized employee of the Kenya Government or other authorized person wishing to view or inspect any part of the Site (including the site office), or Works or the materials therein.

80.1 Substantial Completion of the Works

The Contractor shall note that the Engineer reserves the right to certify the Works to be “substantially completed” in accordance with the provisions of Clause 48 of the General Conditions of Contract, unless the following portions of the Works are completed according to the Specifications:

- (a) Works up to and including the bituminous wearing courses,
- (b) All drains and drainage structures including bridges, fully complete,
- (c) Construction of the shoulders,
- (d) Finishing of medians and slopes of cuts and fills and
- (e) Reinstatement and environmental treatment of quarries and borrow pits.

81.1 Monthly Site Meetings

The Contractor or his authorised representative shall attend monthly meetings on the site with representatives of the Employer and the Engineer at dates and times to be determined by the Engineer. Such meetings will be held for evaluating the progress of the Contract and for discussion of matters pertaining to the Contract which any of the parties represented may wish to raise. Such meetings are not intended for discussing matters concerning the normal day-to-day running of the Contract.

The Contractor shall prepare and submit to the Resident Engineer one week before the meeting a monthly report in the format approved by the Engineer giving all the information and details regarding its accomplishment against the prevailing approved programme.

81.2 Minutes of Site Meetings

Agreements recorded in the Minutes of the Site Meetings are binding to all parties, if objections to the minutes have not been given in due time.

The Minutes of the Site Meetings shall be issued within 7 days and shall be numbered consecutively. Minutes shall be deemed to have been received by the Contractor unless the Contractor gives notice at the following meeting that the Minutes were not received.

Any objections to the Minutes of the Site Meetings shall at the latest be raised at the succeeding Site Meeting or presented to the Engineer in writing not later than 2 weeks after the meeting. If the Contractor at this time has not received the Minutes of the Site Meeting, the objection must be given in writing to the Engineer not later than 2 working days after the subsequent receipt of the said Minutes.

82.1 Legal Provisions

The Contractor shall keep himself fully conversant with the latest enactment's, provisions and regulations of all legislative and statutory bodies, and, in all respects and at all times, shall comply with such enactment's, provisions and regulations in regard to executing the Contract.

83.1 Noise and Disturbance

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbances created while or in carrying out the work

and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard to or in relation to such liability.

83.2 Pollution

Subject, and without prejudice, to any other provision of the Contract and the law of the land and its obligations as applicable, the Contractor shall take all reasonable precautions in connection with:

- (a) The rivers, streams, waterways, drains, water-course, lakes, reservoirs and the like to prevent:
 - (i) Silting
 - (ii) Erosion of their beds and banks, and
 - (iii) Pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (b) The underground water resources including percolating water to prevent:
 - (i) Any interference with the supply to or obstruction from such sources, and
 - (ii) Pollution of the water which may adversely affect the quality thereof.

The Contractor shall further comply with any and all laws, rules and regulations of governmental agencies having jurisdiction which now exist or which may be promulgated during the course of the works contracted for herein, relating to the control, regulation and prevention of pollution. Not by way of limitation of the foregoing, but in furthermore thereof, the Contractor shall use the highest prevailing and approved standards of care and diligence to prevent and to take care of all waste, oil, water and other waste materials that may accumulate and be caused by the Contractor's operations and performance of this Contract so as to prevent pollution of any nature or kind resulting from the Works performed under this Contract.

DISPUTE REVIEW REGULATIONS AND PROCEDURES

ANNEX A: ~ DISPUTE REVIEW REGULATIONS AND PROCEDURES

Disputes Settlement Procedures

(See Clause 67 of the Conditions of Particular Application)

1. Except for providing the services required hereunder, the DRE shall not give any advice to either party or to the Engineer concerning conduct of the Works. The DRE shall:
 - (a) Have no financial interest in any party to the Contract, or the Engineer, or a financial interest in the Contract, except for payment for his services.
 - (b) Have had no previous employment by, or financial ties to, any party to the Contract, or the Engineer, except for fee-based consulting services on other projects, all of which must be disclosed in writing to both parties prior to selection for the position of DRE.
 - (c) Have disclosed in writing to both parties prior to selection as DRE any and all recent or close professional or personal relationships with any director, officer, or employee of any party to the Contract, or the Engineer, and any and all prior involvement in the project to which the Contract relates.
 - (d) Not, while serving as DRE, be employed whether as a consultant or otherwise by either party to the Contract, or the Engineer, except as a DRE, without the prior consent of the parties.
 - (e) Not, while serving as DRE, engage in discussion or make any agreement with any party to the Contract, or with the Engineer, regarding employment whether as a consultant or otherwise either after the Contract is completed or after service as DRE is completed.
 - (f) Be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, and the Engineer, any fact or circumstance that might be such as to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of a DRE; and
 - (g) Be fluent in the language of the Contract; English
2. Except for his participation in DRE's activities as provided in the Contract and in this Agreement, none of the Employer, the Contractor, or the Engineer shall solicit advice or consultation from the DRE on matters dealing with the conduct of the Works.
3. The Contractor shall:
 - (a) Furnish to the DRE a copy of all documents that the latter may request. These shall include Contract documents, progress reports, variation orders, and other documents pertinent to the performance of the Contract.
 - (b) In cooperation with the Employer, coordinate the Site visits of the DRE, including conference facilities, and secretarial and copying services.

4. The DRE shall begin his activities following the signing of a DRE's Declaration of Acceptance, and he shall terminate these activities as set forth below:
 - (a) The DRE shall terminate his regular activities when either:
 - (i) The Defects Liability Period referred to in Subclause 49.1 (or, if there are more than one, the Defects Liability Period expiring last) has expired, or
 - (ii) The Employer has expelled the Contractor from the Site pursuant to Subclause 63.1, and when, in either case, the DRE has communicated to the parties and the Engineer his Recommendations on all disputes previously referred to him.
 - (b) Once the DRE has terminated his regular activities as provided by the previous paragraph, the DRE shall remain available to process any dispute referred to him by either party. In case of such a referral, the DRE shall receive payments as provided in Paragraphs 7 (a) (ii), (iii) and (iv) below.
5. The DRE shall not assign or subcontract any of his work under these Rules and Procedures. However, the DRE may in his/her discretion decide to seek independent expert advice on a particular specialized issue to assist in reaching a Recommendation, and the cost of obtaining any such expert opinion(s) shall be shared equally by the Employer and the Contractor in accordance with the procedure specified in paragraph 7 (d) below.
6. The DRE is an independent contractor and not an employee or agent of either the Employer or the Contractor.
7. Payments to the DRE for his services shall be governed by the following provisions:
 - (a) The DRE will receive payments as follows:
 - (i) A retainer fee per calendar month equivalent to three times the daily fee established from time to time for arbitrators under the Administrative and Financial Regulations of the International Centre for Settlement of Investment Disputes (the ICSID Arbitrator's Daily Fee), or such other retainer as the Employer and Contractor may agree in writing. This retainer shall be considered as payment in full for:
 - (i.1) Being available, on seven days' notice, for Site visits requested by either party.
 - (i.2) Being conversant with all project developments and maintaining relevant files.
 - (i.3) All office and overhead expenses such as secretarial services, photocopying, and office supplies (but not including telephone calls, faxes, and telexes) incurred in connection with the duties as a DRE.
 - (i.4) All services performed hereunder except those performed during the days referred to in paragraph (ii) below.
 - (ii) A daily fee equivalent to the ICSID Arbitrator's Daily Fee or such other daily fee as the Employer and Contractor may agree in writing. This daily fee shall only be payable in respect of the following days and shall be considered as payment in full for:
 - (ii.1) Each day up to a maximum of two days of travel time in each direction for the journey between the DRE's home and the Site.
 - (ii.2) Each day on Site.

- (iii) Expenses in addition to the above shall be all reasonable and necessary travel expenses (including less than first-class air fare, subsistence, and other direct travel expenses) as well as the cost of telephone calls, faxes, and telexes incurred in connection with the duties as DRE shall be reimbursed against invoices. Receipts for all expenses in excess of US\$ 25.00 (U.S. Dollars twenty-Five) shall be provided.
 - (iv) Reimbursement of any taxes that may be levied in Kenya on payments made to the DRE (other than a national or permanent resident of Kenya) pursuant to Paragraph 8.
 - (b) Escalation. The retainer and fees shall remain fixed for the period of the DRE's term.
 - (c) Phasing out of monthly retainer fee. Beginning with the next month after the Taking-Over Certificate referred to in Clause 48 (or, if there are more than one, the one issued last) has been issued, the DRE shall receive only one-third of the monthly retainer fee. Beginning with the next month after the Board has terminated its regular activities pursuant to paragraph 4 (a) above, the DRE shall no longer receive any monthly retainer fee.
 - (d) Payments to the DRE shall be shared equally by the Employer and the Contractor. The Contractor shall pay the DRE's invoices within 30 calendar days after receipt of such invoices and shall invoice the Employer (through the monthly statements to be submitted in accordance with Subclause 60.2 of the Conditions of Contract) for one-half of the amounts of such invoices. The Employer shall pay such Contractor's invoices within the time period specified in the Construction Contract for other payments to the Contractor by the Employer.
 - (e) Failure of either the Employer or the Contractor to make payment in accordance with this Agreement shall constitute an event of default under the Contract, entitling the non-defaulting party to take the measures set forth, respectively, under Clause 63 or Clause 69.
 - (f) Notwithstanding such event of default, and without waiver of rights therefrom, in the event that either the Employer or the Contractor fails to make payment in accordance with these Rules and Procedures, the other party may pay whatever amount may be required to finance the activities of the DRE. The party making such payments, in addition to all other rights arising from such default, shall be entitled to reimbursement of all sums paid in excess of one-half of the amount required to finance the activities of the DRE plus all costs of obtaining such sums.
8. DRE Site Visits:
- (a) The DRE shall visit the Site and meet with representatives of the Employer and the Contractor and the Engineer at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than three times in any period of 12 months. The timing of Site visits shall be as agreed among the Employer, the Contractor, and the DRE, but failing agreement shall be fixed by the DRE.
 - (b) Site visits shall include an informal discussion of the status of the construction of the Works, an inspection of the Works, and the review of any Requests for Recommendation made in accordance with Paragraph 10 below. Site visits shall be attended by personnel from the Employer, the Contractor, and the Engineer.
 - (c) At the conclusion of each Site visit, the DRE shall prepare a report covering his activities during the visit and shall send copies to the parties and to the Engineer.
9. Procedure for Dispute Referral to the DRE:

- (a) If either party objects to any action or inaction of the other party or the Engineer, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer stating that it is given pursuant to Clause 67 and stating clearly and in detail the basis of the dispute.
- (b) The party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt.
- (c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within seven days after receiving the response. Both parties are encouraged to pursue the matter further to attempt to amicably settle the dispute.
- (d) When it appears that the dispute cannot be resolved without the assistance of the DRE, or if the party receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice, either party may refer the dispute to the DRE by written Request for Recommendation to the DRE. The Request shall be addressed to the DRE, with copies to the other party and the Engineer, and it shall state that it is made pursuant to Clause 67.
- (e) The Request for Recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DRE.
- (f) When a dispute is referred to the DRE, and the DRE is satisfied that the dispute requires his assistance, the DRE shall decide when to conduct a hearing on the dispute. The DRE may request that written documentation and arguments from both parties be submitted to him before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
- (g) During the hearing, the Contractor, the Employer and the Engineer shall each have ample opportunity to be heard and to offer evidence. The DRE's Recommendations for resolution of the dispute will be given in writing to the Employer, the Contractor, and the Engineer as soon as possible and in any event not less than 56 days after receipt by the DRE of the written Request for Recommendation.

10. Conduct of Hearings:

- (a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DRE.
- (b) The Employer, the Engineer, and the Contractor shall be given the opportunity to have representatives at all hearings.
- (c) During the hearings, the DRE shall not express any opinion concerning the merit of the respective arguments of the parties.
- (d) After the hearings are concluded, the DRE shall formulate his Recommendations and shall submit them in writing, together with an explanation of his reasoning, to both parties and to the Engineer. The Recommendations shall be based on the pertinent Contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

11. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, Site visits and conduct of hearings, the DRE shall have full and final

12. After having been selected, the DRE shall sign two copies of the following declaration and make one copy available each to the Employer and to the Contractor:

Disputes Review Expert's Declaration of Acceptance

WHEREAS

- (a) A Construction Contract (the Contract) for the **CONSTRUCTION TO BITUMEN STANDARDS OF RHINO PARK AND OTHER ACCESS ROADS IN NAIROBI COUNTY, TENDER No.: KURA/DEV/HQ//** project has been signed on*[fill in date]* between the Director General, Kenya Urban Roads Authority (the Employer) and*[name of Contractor]* (the Contractor);
- (b) Clause 67 of the Conditions of Particular Application of the Construction Contract provides for the selection of a Disputes Review Expert (DRE);
- (c) The undersigned has been selected to serve as the DRE;

NOW THEREFORE, the undersigned DRE hereby declares as follows:

- 1. I accept the selection as a DRE and agree to serve in this capacity and to be bound by the provisions of Clause 67 of the Conditions of Contract and the Disputes Review Expert's Rules and Procedures attached to these Conditions of Contract.
- 2. With respect to paragraph 1 of said Disputes Review Expert's Rules and Procedures, I declare that I have:
 - (a) No financial interest of the kind referred to in Subparagraph (a);
 - (b) Had no previous employment nor financial ties of the kind referred to in Subparagraph (b); and
 - (c) Made to both parties any disclosures that may be required by Subparagraphs (b) and (c).

DISPUTES REVIEW EXPERT

Signature:

.....

Name: (*print name of DRE*)

Date:

SECTION 7: STANDARD SPECIFICATIONS

SECTION 7: STANDARD SPECIFICATIONS

Standard Specifications refers to the Standard Specifications for Road and Bridge Construction, 1986 Edition

SECTION 8: SPECIAL SPECIFICATIONS

SECTION 8: SPECIAL SPECIFICATIONS

TABLE OF CONTENTS

Clause and Description	Page
100 GENERAL.....	129
141 MEASUREMENT AND PAYMENT	148
142 LIQUIDATED DAMAGES.....	148
143 PROTECTION OF THE ENVIRONMENT	148
144 OFF ROAD ENVIRONMENTAL MEASURES	149
145 STAFF TRAINING	150
200 MATERIALS AND TESTING OF MATERIALS	151
205 SOILS AND GRAVELS.....	151
211 BITUMINOUS BINDERS	151
300 SETTING OUT AND TOLERANCES.....	152
301 SETTING OUT	152
400 SITE CLEARANCE AND TOP SOIL STRIPPING	153
401 SITE CLEARANCE	153
500 EARTHWORKS	154
502 GENERAL	154
502.2 DEFINITIONS FOR EARTHWORKS	154
504 PREPARATION PRIOR TO FORMING EMBANKMENTS	154
504.2 BENCHING.....	154
504.3 GROUND COMPACTION.....	154
505 CONSTRUCTION OF EMBANKMENTS.....	154
507.2 ROCKFILL IN CARRIAGEWAY, EMBANKMENT AND BEHIND STRUCTURES	155
508 COMPACTION OF EARTHWORKS	156
509 MASS HAUL DIAGRAM.....	156
511 BORROW PITTS	156
514 TOP SOILING AND GRASSING.....	156
514.2 HYDRO-SEEDING.....	156
514.3 APPLICATION OF CHEMICAL FERTILIZERS	157
515 SIDE DRAINS	157
517 MEASUREMENT AND PAYMENT	157
600 QUARRIES, BORROW PITTS, STOCKPILE AND SPOIL AREAS.....	159
601 GENERAL	159
602 DEFINITIONS	159
700 EXCAVATION AND FILLING FOR STRUCTURES	160
703 EXCAVATION OF FOUNDATIONS FOR STRUCTURES	160
703.1 PREPARATION OF FOUNDATION AND APPROVAL	160
703A EROSION PROTECTION WORKS AT UPSTREAM AND DOWNSTREAM OF CULVERTS/BRIDGES	160
703A.1 SCOPE.....	160
703A.2 MATERIALS.....	160
703A.3 CONSTRUCTION OPERATIONS.....	160
707 BACKFILLING OF EXCAVATIONS AND FILLING FOR STRUCTURES	161
708 PROTECTION OF STRUCTURES	161
709 EXCAVATIONS FOR RIVER TRAINING AND NEW WATERCOURSES.....	161
710 STONE PITCHING	161
800 CULVERT AND DRAINAGE WORKS.....	162
804 EXCAVATION FOR CULVERTS AND DRAINAGE WORKS	162
805 EXCAVATION IN HARD MATERIAL.....	162
809 BEDDING AND LAYING OF PIPE CULVERTS	162

810	JOINTING CONCRETE PIPES	162
812	BACKFILL.....	162
816	MINOR DRAINAGE STRUCTURES	162
817	MITRE DRAINS, CUT-OFF DRAINS, CATCH WATER/DRAINS, OUTFALL DRAINS AND EARTH DAMS	163
817.2	CLEANING EXISTING DRAINS	163
817.3	CLEANING OF HYDRAULIC STRUCTURES	163
817.4	REMOVAL OF EXISTING PIPES, INLET AND OUTLET STRUCTURES.....	163
817.5	EXTENSION OF EXISTING PIPES.....	163
817.6	CHUTE DRAIN FOR HIGH EMBANKMENT SECTIONS	163
817.7	STONE MASONRY AND CONCRETE PAVING	164
819.1	REPAIR OF DRAINAGE SPOUTS.....	166
820	MEASUREMENT AND PAYMENTS FOR ADDITIONAL ITEMS.....	167
821	CEMENT MORTARED STONE MASONRY WALLS.....	168
822	SUBSOIL FILTER DRAINS	168
823	GULLEY POTS AND CHAMBERS.....	169
824	PEDESTRIAN CROSSINGS.....	169
825	MEASUREMENT AND PAYMENT FOR FURTHER ADDITIONAL ITEMS	169
900	PASSAGE OF TRAFFIC.....	170
903	MAINTENANCE OF EXISTING ROAD	170
903.1	MAINTENANCE OF RIGHT OF WAY	170
904	CONSTRUCTION OF DEVIATIONS	170
906	PASSAGE OF TRAFFIC THROUGH THE WORKS	170
912	MEASUREMENT AND PAYMENT	171
1200	NATURAL MATERIAL FOR SUB-BASE AND BASE.....	172
1201	HANDPACKING	ERROR! BOOKMARK NOT DEFINED.
1500	BITUMINOUS SURFACE TREATMENTS AND SURFACE DRESSING	173
1502B	MATERIALS FOR PRIME COAT AND TACK COAT	176
1504B	SPRAYING OF PRIME COAT AND TACK COAT	176
1502C	MATERIALS FOR SURFACE DRESSING.....	176
1503C	RATE OF APPLICATION OF BINDER AND CHIPPINGS	176
1505C	PRE-COATED CHIPPINGS.....	176
1508C	APPLICATION OF SURFACE DRESSING.....	177
1509C	AFTERCARE AND CONTROL OF TRAFFIC	177
1511C	MEASUREMENT AND PAYMENT.....	177
1600	BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES.....	178
1600A	GENERAL	178
1603A	CONSTRUCTION PLANT	178
1606A	SITE TRIALS.....	178
1607A	MIXING OF AGGREGATES AND BITUMEN	178
1608A	TRANSPORTING THE MIXTURE	179
1609A	LAYING THE MIXTURE.....	179
1610A	COMPACTION	179
1611A	FINISHING JOINTS AND EDGES	179
1614A	TOLERANCES.....	180
1600B	ASPHALT CONCRETE FOR SURFACING.....	180
1602B	MATERIALS FOR ASPHALT CONCRETE	180
1603B	GRADING REQUIREMENTS	182
1604B	REQUIREMENTS FOR ASPHALT CONCRETE	183
1605B	MIXING AND LAYING ASPHALT CONCRETE	184
1606B	COMPACTION	184
1608B	SEALING BITUMINOUS SURFACE	184
1700	CONCRETE WORKS	185
1703	MATERIALS FOR CONCRETE	185
1703A	LEVELLING OF CONCRETE FOR BOTTOM SLAB INCLUDING FORMWORK COST.....	186
1703B	REINFORCEMENT BARS FOR WALLS AND SLABS	187
1703C	FORMWORK FOR VERTICAL WALLS AND SLABS	189
1703D	CONCRETE WORKS TO VERTICAL WALLS AND SLABS	190
1704	CONCRETE WORKS OF THE BEAMS AND DECK SLABS	193
1704.1	DESCRIPTION.....	193
1704.2	CONCRETE MATERIALS	193

1704.2.1	CONCRETE CLASS 30/20	194
1704.2.2	PROPORTIONING CONCRETE	194
1704.2.3	CONCRETING WORK	194
1704.3 CONCRETE CLASS 35/20		196
1704.4 MEASUREMENT AND PAYMENT		196
1705 MIXING CONCRETE		196
1740.2 INTERLOCKING CONCRETE PAVING BLOCK		197
1741 MEASUREMENT AND PAYMENT		198
1742 PLANT AND EQUIPMENT FOR AGGREGATES AND CONCRETE		198
1742.1 AGGREGATE PROCESSING PLANT		198
1742.2 CONCRETE PLANT		199
2000 ROAD FURNITURE		201
2001 ROAD RESERVE BOUNDARY POSTS		201
2004 PERMANENT ROAD SIGNS		201
2004.1 POSTS AND ROAD SIGNS		201
2004.2 COLOUR AND CONFIGURATION		201
2004.3 MATERIAL		201
2004.4 STRUCTURAL DETAILS		202
2004.5 RETRO-REFLECTIVE SHEETING		202
2004.6 MESSAGES AND BORDERS		202
2004.7 COLOUR		203
2004.8 ADHESIVES		203
2004.9 FABRICATION		203
2004.10 WARRANTY AND DURABILITY		204
2004.11 INSTALLATION		204
2004.12 FOUNDATION FOR SUPPORT		204
2004.13 MEASUREMENT FOR PAYMENT		204
2004.14 RATE		205
2005 ROAD MARKING		205
2006 GUARDRAILS		205
2006.1 REMOVING, RENOVATING AND RE-ERECTING GUARDRAILS		205
2006.2 PEDESTRIAN RAILING		205
2007 KERBS		205
2007.2 EXISTING KERBS		206
2007.3 REPAIR OF DAMAGED RAILING AND KERBS		206
2010 TREES		206
2010.1 PLANTATION OF TREES AND HEDGES		206
2012 SERVICE DUCTS BENEATH ROADS		208
2013 DUCT MARKERS		209
2014 ROAD BUMP AND RUMBLE STRIPS		209
2015 BOLLARDS		209
2016 RETRO-REFLECTIVE ROAD STUDS		209
2017 MEASUREMENT AND PAYMENT		209
MISCELLANEOUS BRIDGE WORKS		211
2101 WATERPROOFING TO STRUCTURES		211
2102 BRIDGE BEARINGS		211
2107 WEEPHOLES		211
2109 METHODOLOGY FOR WIDENING OF EXISTING BRIDGES		211
2110 METHODOLOGY FOR REPAIR AND WIDENING OF EXISTING BRIDGES		212
2111 REPAIR OF CRACKS		213
2111.1 MATERIALS		213
2111.2 EQUIPMENT		213
2111.3 PROCEDURE		213
2112 REPAIR OF HONEYCOMBS AND SPALLINGS		214
2112.1 MATERIALS		214
2112.2 REPAIRING PROCEDURE		215
2113 REPAIR OF CORRODED REINFORCEMENT		215
2113.1 MATERIAL		216
2113.2 REPAIRING PROCEDURE		216
2114 EXPANSION JOINTS		216

2114.1	DESCRIPTION.....	216
2114.2	GENERAL.....	216
2114.3	REQUIREMENTS.....	217
2114.4	STEEL PLATE SLIDING EXPANSION JOINTS	218
2114.5	FILLER JOINTS	219
2114.6	ELASTOMERIC SLAB SEAL EXPANSION JOINT.....	219
2114.7	STRIP SEAL EXPANSION JOINT	224
2115	REPAIR OF EXPANSION JOINTS.....	228
2115.1	MATERIALS.....	228
2115.2	EQUIPMENT.....	229
2115.3	PROCEDURE FOR REPAIR.....	229
2116	FIXING DOWEL BARS IN CONCRETE	229
2116.1	SCOPE.....	229
2116.2	MATERIALS.....	229
2116.3	CONSTRUCTION OPERATIONS.....	230
2116.4	MEASUREMENT FOR PAYMENT.....	230
2116.5	RATE.....	230
2200	DAY WORKS	230
2201	SCOPE.....	230
2202	STANDARDS.....	230
2203	MEASUREMENT AND PAYMENTS	230
2200	DAY WORKS	232
2201	SCOPE.....	232
2202	STANDARDS.....	232
2203	MEASUREMENT AND PAYMENTS	232
2300	ENVIRONMENTAL MANAGEMENT PLAN.....	233
2400	TRAFFIC MANAGEMENT AND DIVERSION	246
2401	GENERAL.....	246
2402	TRAFFIC ROTARY.....	246
2403	ROAD DELINEATES.....	246
2404	SIGNS, LIGHTS, BARRIERS AND OTHER TRAFFIC CONTROL DEVICES	246
2405	BARRICADES	246
2406	PASSAGE THROUGH WORKS	246
2406.1	ONE-WAY TRAFFIC OPERATION.....	246
2406.2	TWO WAY TRAFFIC OPERATION.....	246
2406.3	TRAFFIC CONTROL DEVICES	246
2500	HIV/AIDS, GENDER, SOCIAL ISSUES AND LOCAL PARTICIPATION	248
2501	SCOPE.....	248
2502	INTERPRETATION AND DOCUMENTATION.....	248
2503	HIV/AIDS AWARENESS CAMPAIGN.....	248
2504	AIDS PREVENTION CAMPAIGN.....	248
2505	HIV/AIDS TRAINING.....	248
2505.1	OBJECTIVE.....	248
2505.2	SCOPE OF ACTIVITIES.....	249
2505.3	COLLABORATION.....	250
2505.4	CONTRACTOR'S RESPONSIBILITIES	250
2505.5	INPUTS.....	250
2505.6	REPORTING.....	250
2506	TIMING	251
2507	MEASUREMENT AND PAYMENT.....	251

100 GENERAL

Special Specification is supplementary to the Standard Specification and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence.

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of Design Manual for Roads and Bridges of the Ministry of Transport and communication of the Republic of Kenya, Kenya Bureau of Standards (KeBS), BS, ASTM, AASHTO and in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

Where reference is made in the Contract to specific standards codes to be met by the materials, plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards as on the date of the bid and codes/design manual in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes/design manual are national, or relate to a particular country or region, other internationally recognised standards which ensure a substantially equal or higher performance than the standards and codes/design manual specified will be accepted subject to the Engineer's prior review and written approval. The difference between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event that the Engineer determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents.

101 Location and Extent of Site

The project roads are located in Nairobi County, and have an approximate cumulative length of 8km including: Rhinopark Road, Resurrection Garden Road, Farm Lane, Wambiri Road, Dagoretti Road to Karinde Shopping Road and St. Daniel Comboni Road.

The existing alignments comprise of gravel/earth roads for the most part with some sections having surfaces improved with quarry waste material.

The site of the works shall be within the road reserve and any other places as may be designated in the Construction Contract or as may be directed by the Engineer.

102 Extent of Contract

The major works to be executed under the Contract comprise mainly of but are not limited to the following:

- (i) Site clearance
- (ii) Earthworks
- (iii) Pavement Construction as follows:
 - (a) Construction of subgrade from imported material/reprocessing of the in-situ material to receive the pavement layers as per the specifications.
 - (b) Construction of a **175 mm** thick 2% cement improved gravel subbase layer as base layer on carriageway.
 - (c) Construction of a **150 mm** thick 2% cement improved Graded Crushed Stone layer as base layer on carriageway and footpaths.
 - (d) Provision of **50 mm** thick Asphalt Concrete (O/20) wearing course for carriageway.
 - (e) Provision of **35 mm** thick Asphalt Concrete (O/14) wearing course on a 200mm gravel base for footpaths.

(iv) Drainage and Protection Works shall be as follows:

- Removal of existing inadequate and defective cross and access culverts, inlets and outlets structures and replace as directed by the Engineer.
- Construction of pipe culverts, headwalls, wing-walls and aprons to culverts,
- Construction of side and mitre drains to the whole road including improvement of other drainage and soil erosion protection works.
- Carrying out any miscellaneous works that is not included above but may be deemed necessary by the Engineer for the execution and completion of the works.

(v) Road Furniture

- Provide and erect all the road signs and markings as directed by the Engineer.
- Provide, lay and joint raised kerbs, precast concrete channels and invert block drains as directed by the Engineer.
- Plant selected grass on slopes of embankments and cuttings.

(vi) Other Ancillary Works

Other works ancillary to the main works shall be as follows: ~

- Improvement of junctions as directed by the Engineer

(vii) Maintenance of passage of traffic through the works.

(viii) Any other activity not listed above but may be deemed necessary and instructed by the Engineer.

(ix) Maintenance of the works during the construction period. The defects liability period shall be 12 months.

102.1 Projects Components

The works proposed in this Contract include but not limited to the following;

- 6.0 m wide carriageway;
- 2.0 m wide footpaths on either side of the carriageway depending on availability of space;
- Lined drains on either side of the road;
- Road furniture and markings.

103 Drawings

This clause shall be read as under:

The drawings provided for bidding purpose shall be as contained in the Bid documents. The Engineer may from time to time, in order to enable satisfactory completion of works, revise, amend, or supersede any of these drawings. It shall be the Contractor's responsibility to construct the works in conformity with the latest revision and amendment to the drawings provided that the Engineer has given the Contractor in writing such reasonable prior notices of intention to revise, amend, or supersede as the nature of the intended change required and relevant drawings have been issued to the Contractor.

104 Programme for Execution of the Works

The Contractor shall provide the works programme, required under Clause 14.1 of the Conditions of Contract, within 28 days of receipt of the Engineer's Order to commence work.

The programme shall be coordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the Works of the Contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

The Contractor shall allow in his programme for construction of trial sections and carrying out tests upon them as directed by the Engineer in accordance with the provisions of Clause 129 of the Standard Specification. The time for completion of the Contract shall not be extended because of the time taken to carry out tests and evaluate trial sections.

105 Order of Execution of the Works

In addition to Clause 105 of the Standard Specification, the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

Generally, the Contractor shall commence the works at the beginning of the road package and progress continuously towards the other end without leaving any isolated section or sections of road uncompleted unless where the availability of the road corridor or obstructions on the road corridor dictate otherwise.

107 Certificate of Completion

Wherever the "Certificate of completion" and "Period of Maintenance" are stated in the specification, these shall be read respectively as the "Taking Over Certificate" and "Defects Liability Period".

The Taking-Over Certificate for these works shall be issued upon application by the Contractor under Clause 48.2 of the Conditions of Contract on substantial completion of the construction works. The Defect Liability Certificate will be issued after the end of the Defects Liability Period.

Release of Retention Money will be on issuance of the said certificates.

108 Method of construction

Add the following to this clause:

The submissions of work programme, Order of Work and the General Description of works shall be consistent in presentation and content when handed over for the Engineer's approval and in accordance with programmes and schedules as stated in Clause 14.1 of Conditions of Contract.

Notwithstanding any contrary provision contained in the last paragraph of Clause 108 of the Standard Specification, the Engineer's normal working hours shall be defined as 8:00 a.m. to 5:00 p.m. on weekdays, including lunch break from 1.00 p.m. to 2.00 p.m. and 8:00 a.m. to 1:00 p.m. on Saturdays, with Sunday being set aside as a day of rest. If the contractor wishes to execute permanent works outside these hours, he shall request for and obtain written permission from the Engineer at least two full working days in advance to enable the Engineer to make necessary provision for the supervision of such work. The contractor shall meet any costs arising thereof.

109 Notice of Operations

Name the existing text as 109.1 and add the following:

109.2 Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any items of the Works scheduled are completed and ready for approval, and the contractor shall give a notice of one full working day to allow control tests to be performed.

117 Health, Safety and Accidents

Insert Sub-clause (i):

In accordance with the laws of Kenya, the Contractor shall make arrangement for awareness programme for public health education and particularly for HIV/AIDS as detailed under Section 26 of this specification.

119 Use of Explosives

Add the following to Clause 119:

The Contractor shall not use explosives without prior written consent of the Engineer. Where the use of explosives is so provided or ordered or authorised, the Contractor shall comply with the requirements of the following beside the law of the land as applicable:

- (a) The Contractor shall at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government Authorities, public bodies and private parties whatsoever concerned or affected or likely to be concerned or affected by blasting operations.
- (b) The Contractor shall pay all license fees and charges, which may be, required for storage of explosives or in respect of any other matters whatsoever.
- (c) The contractor shall be solely responsible for provision, supply, handling, storage and transportation of all explosive ancillary materials and stores and all other things of every kind whatsoever required for blasting operations and shall not delegate or subcontract these activities without the approval of Engineer.
- (d) Before the beginning of the Defects Liability Period the Contractor shall remove all unused explosives from the site on completion of the Works or which are ordered by the Engineer, and submit to the Engineer written confirmation of compliance with the instruction.
- (e) The Contractor shall submit to the Engineer monthly returns detailing the quantity of explosives brought to the site together with the quantities used during the month and the location and quantity of rock blasted.

120 Protections of Existing Works and Services

Add the following to this Clause:

The cost of determining the location of the existing services together with making good or repairing of any damage caused all to the satisfaction of the Engineer shall be included in the tender rates by the Contractor.

Any damage to, or interference with, existing utilities, caused by the Contractor's operations during the progress of the Works, shall be deemed to be the responsibility of the Contractor who shall undertake to make good at his own expense any damage so caused to the existing underground utilities or other features. The Contractor shall be liable in respect of all claims arising from such damages or interference that may occur.

The Contractor shall be responsible for arranging in liaison with the relevant authorities as soon as the requirements are known for the moving of or alterations to services including power lines, telephone lines, data cables, water mains, sewers and surface water drains which are affected by the works. The arrangements for such moving or alteration shall be subject to the agreement of the Engineer and the relevant authorities.

121 Diversion of services

Add the following to the existing text:

- (a) The Contractor shall acquaint himself with the position of all existing services including sewers, water pipes, underground drains, cable for electricity and telephone lines, telephone and lighting poles before commencing any excavation or other work likely to affect these existing services.
- (b) The Contractor shall pay any charges arising from the moving of such services for which Provisional Sums have been included in the Bill of Quantities. Subject to the agreement of the Engineer and upon production of receipts, the Contractor shall be reimbursed in Interim Certificates the net cost of such moving or alteration plus the percentage inserted in the Bill of Quantities for all costs and profits in making the payments.
- (c) The Contractor shall be entirely responsible for and shall repair at his own cost, any services that may be damaged by his plant, equipment or personnel for not following the laid down procedure of locating and shifting services or damage that may occur subsequent to alteration of such services. The Contractor shall indemnify the Employer against claims arising from damages to existing services or works.

123 Liaison with Government Officials and Police

Add the following to the existing text:

In addition to the requirements of maintaining liaison with Government Officials and Police, the Contractor shall be responsible for acquainting himself with all current and valid ordinances or regulations which may affect the work.

The Contractor's attention is also drawn to his obligations with regard to inspection and examination of the site as stipulated under Clause 11 of the Conditions of Contract.

124 Provision of land

Notwithstanding the provisions of Clause 124 of the Standard Specification, all requirements of land for deviations, quarries, stockpiles, spoil areas and borrow pits when not in the road reserve but required for the construction purposes shall be approved by the Engineer, but the Contractor will make necessary arrangements with the property owners concerned and pay all charges arising thereof on or before completion of the Contract. However, the Employer shall not provide any land for the Quarries, stockpiles, spoil areas and borrow pits and access roads there to.

The Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as is reasonable and practicable. No separate payment shall be made to the Contractor on account of these items and the contractor shall make due allowances for them in his rates elsewhere.

Any encroachment of the road reserve, for example by kiosks, shall be brought to the Engineer's attention by the Contractor at the earliest opportunity.

125 Water Supply

Add the following to this clause:

The Contractor at his own cost shall obtain necessary permissions from both relevant Government authorities and private parties to draw water from natural sources and private sources respectively.

127 Information from Exploratory Boring and Test Pits

Delete the contents of Clause 127 and substitute with the following:

- (a) The Materials Report prepared by the Employer does not form part of the bid documents. However, the report will be made available for the Contractor's verification only and any conclusions in regard to suitability of material, location of borrow pits and material quantities made by the Contractor based on this information, will be his own responsibility.
- (b) The Contractor shall allow in his programme for construction of trial sections and carrying out tests upon them as directed by the Engineer. Trials would normally be required at the start of each pavement layer and if change of method or equipment deems it necessary as directed by the Engineer. The time for completion of the Contract shall not be extended because of the time needed to construct trial sections and evaluate the test on them.

At least fourteen (14) days before the work of laying any pavement layer is commenced the Contractor shall construct a trial at least 100 m in length and to the full construction width and shall be laid to the specified depth for the material. For each trial the contractor shall use the materials in proportions, mixing laying, compaction plants and construction procedure that he proposes to use for the main work. The main work of laying the pavement layer shall not be commenced until this trial has been tested and approved by the engineer.

No variation in the construction procedure, mix proportions, size, grading or source of any of the constituents shall be made without the agreement of the Engineer who may first require new trial sections to be carried out.

131 Signboards

Add the following to this clause:

At the commencement of works, the Contractor shall provide and erect three signboards; one on each end of the proposed Project Roads and as instructed by the Engineer. The signboards shall comply with the requirements and detail shown in the Book of Drawings. Any amendments to the details in the Book of Drawings, prior to the signboards being erected, shall be with the approval of the Engineer.

132.1 Engineer's representative Office

The contractor shall for the duration of the Contract, furnish and equip Resident engineer's office located at the KURA's Nairobi Region offices.

A telephone shall also be provided for the Resident Engineer's office for his exclusive use. All the charges and fees related to the installation and maintenance of the telephone shall be deemed to have been included in the rates for providing and maintaining the Office. The Contractor will be reimbursed, separately, the cost of operating the phone under appropriate bill item in the BoQ.

The offices shall be provided with day and night watchmen and security lights, the cost of which shall be deemed to have been included in the rates for the offices.

The Contractor may be instructed by the Engineer under clause 58 of the General Conditions of Contract to make payments of general receipted accounts for such items as stationery, stores, furniture and equipment, claims and allowances for supervision personnel and any miscellaneous claims or the Engineer may direct the Contractor to purchase or pay for the

above. The Contractor will, on provision of receipts, be paid under appropriate bill items in the BoQ.

132.2 Engineer's Office and Laboratory Furniture

Furniture and equipment for the Engineer's Laboratory shall be as listed in the Special Specifications. It shall also be the Contractor's responsibility to replenish consumables when instructed by the Engineer. The Engineer's office and laboratory furniture will revert to the Employer on completion of the contract.

The following items shall be required in the Engineer's office. On completion of the contract all furniture and equipment specified below which will have been supplied shall revert to the Contractor.

1. Executive Desk	2 No.
2. Desk with lockable drawer	5No.
3. Chairs executive (swivel type)	7No
4. Lockable steel cabinets (with 4 drawers	1No.
5. Bookshelf 2 door with drawers & shelves 2m long	1No.
6. Bookshelf 3 door with drawers & shelves 2m long	1No.
7. Stapling machine (Ofrex) and pins	2No.
8. Paper punch	2No.
9. 3m tape measures	5No.
10. Scientific calculator (Fx 951MS or above)	5No.
11. Fully equipped first aid kit	2No.
12. Waste paper basket	5No.
13. Electric heater fans	2No.
14. Padlock	2No.
15. Wall clocks battery powered	1No.
16. Filling trays	12No.
17. Chairs (standard desk type)	10No.
18. Triplicate book	24No.
19. Diary	8No.
20. Inventory Book	4No.
21. Rulers	4No.
22. Hard cover notebooks (4quire)	20No.
23. Survey Books (Rise and Fall)	30No.
24. Field note books	24No.
25. Rims of Conqueror printing paper	24No.
26. A4 Envelops 50No. per packet	50 Pkts
27. B5 Envelops 50No. per packet	50 Pkts
28. B6 Envelops 50No. per packet	50 Pkts
29. Payment voucher books	10No.
30. Pens (Bic Ball points) 25 in a Pkt	50 Pkts
31. Cello tape	5No
32. Office glue stick	5No
33. Dictionary	2No.
34. Photocopy / Printing papers (Reams)	60No.
35. Masking tape	6No.
36. Highlighters (Dozens)	3No.
37. Spring files	60No.

The contractor shall be responsible throughout the contract period for the maintenance of the office, it equipment and furniture and providing security all as specified in clauses 132 and 141 of the standard specification.

All payments for the office are subject to retention.

The contractor will be paid 50% of the cost on provision of the office complete with furniture and equipment and the remaining 50% of the cost to be spread evenly within the contract period. The cost of provision of all items under the Engineer's Office shall be deemed to have been included in the rate for provision for the Engineer's Office in the BoQ and not separate payment shall be made on the same.

The Contractor may be instructed by the Engineer under clause 58 of the General Conditions of Contract to make payments of general receipted accounts for such items as stationery, stores, furniture and equipment, claims and allowances for supervision personnel and any miscellaneous claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will, on provision of receipts and proof of having supplied, be paid under the same bill item as that of provision of the office. It is therefore assumed that the Contractor includes these items as listed below in his rate for provision of the Engineer's office as no separate payment shall be made.

The Contractor, when instructed, shall provide and install at the Engineer's office the Equipment specified below with a dealer's certificate and warranty:

a). Multifunctional Colour Printer / Scanner / Copier, Max Paper Size A3 2No.

Type		Desktop Full Colour Printer / Copier / Scanner
Colour Support		Full colour
Copy Resolution	Scan	Main: 600 dpi × Sub: 600 dpi
	Print	1,800 dpi (equivalent) × 600 dpi
Gradation		256
Memory Capacity (Std./Max.)		2 GB/4 GB
HDD		250 GB
Original Type		Sheets, Books, Objects
Max. Original Size		A3 (11" × 17")
Output Size		Main unit: SRA3 ^{*1} , A3 to A5, 12-1/4" × 18" (A3 wide (311.1 mm × 457.2 mm)), 11" × 17" to 8-1/2" × 11", 5-1/2" × 8-1/2", 8" × 13" ^{*2} , 16K, 8K Bypass Tray: SRA3, A3 to A5, B6 ^{*3} , A6 ^{*3} , 12" × 18" (A3 wide (311.1 mm × 457.2 mm)), 11" × 17" to 5-1/2" × 8-1/2", 8" × 13" ^{*4} , 16K, 8K, Postcard (A6 (4" × 6" Card)), Envelope ^{*5} , Label sheet, Tab paper, Banner paper (Width: 210 mm to 297 mm (8-1/4" to 11-11/16"), Length: 457 mm to 1,200 mm (18" to 47-1/4")) ^{*6}
Paper Capacity (80 g/m ²)	Tray 1	500 sheets (up to B4)
	Tray 2	500 sheets (up to A3)
	Multiple Bypass Tray	150 sheets (up to SRA3)
Max. Paper Capacity (80 g/m ²) ^{*9}		6,650 sheets

Paper Weight	Tray 1	52 to 256 g/m ²
	Multiple Bypass Tray	60 to 300 g/m ²
Multiple Copy		1 to 9,999 sheets
Auto Duplex	Paper Size	SRA3, A3 to A5, B6 ^{*3} , A6 ^{*3} , 12-1/4" × 18" (A3 wide (311.1 mm × 457.2 mm)), 11" × 17 ^{*3} to 5-1/2" × 8-1/2 ^{*3} , 7-1/4" × 10-1/2", 8" × 13", 16K, 8K, Postcard (A6 (4" × 6" Card))
	Paper Weight	52 to 256 g/m ²
Dimensions [W] × [D] × [H]		615 × 685 × 779 mm (24-3/16" × 27-15/16" × 30-11/16")
Weight		Approx. 85 kg (187-3/8 lb)
Space Requirements [W] × [D] ^{*10}		937 × 1,214 mm (36-7/8" × 47-13/16")

b). Personal Computer (PC) 4No.

Processor	Intel Core i7 Processor Speed: 3.0GHz
System Memory	6GB, DDR2 SDRAM expandable to 8GB.
Primary Storage	1TB (7200rpm) SATA II Hard drive
CD/DVD Drive	16x DVD+/- RW Drive2 Drive with double layer write capability
Display Navigation	17" TFT Monitor with SXGA 1400x1280 pixels resolution display 2 Button USB scroll mouse with mouse pad. Enhanced Quiet-key USB Space-saver
Audio	A525 Speakers for multimedia output
Communication Interface	Gigabit (UTP) network card with RJ45 port. The card must have the wake-on LAN feature enabled. Internal 11a/b/g WI-FI wireless card for wireless support.
I/O Interface	6 USB 2.0 (2 front and 4 Rear) 1 parallel port 1 VGA out Speakers line-out and headphone (front) 3 PCI expansion slots.
Operating System	Latest Windows with license
Pre-loaded Software	Latest Ms Office (Professional) installed with license
Anti-virus	Antivirus software with license
Warranty	1years
Preferred Brand	Dell
UPS	Make: APC Power Rating: 650VA Input Voltage: 220-270V MUST BE SUPPLIED WITH STANDARD POWER PLUG AND BACK TO BACK CABLES FOR CONNECTION TO CPU & MONITOR

UPS specifications

- | | |
|---------------------|--|
| 1. Rating | 650 VAC (minimum) |
| 2. Input Voltage | 220-240V (minimum) |
| 3. Output | 220-240V (minimum) |
| 4. Output frequency | 50-60HZ |
| 5. Battery module | minimum 25 minutes backup time on 50% rated
a. Sealed Lead-acid
b. Short recharge time (max. 5 hours for 100%) |
| 6. Protection | Output overload
Input output short-circuit |

Software

1. Latest operating system with licence
2. Antivirus Kaspersky (latest version)

c). Laptop 5No.

ITEM	MINIMUM SPECIFICATIONS
Processor	Intel i7, 3 GHz
System Memory	8GB DDR3 SDRAM 667MHz
Primary Storage	1 TB
Optical Drives	DVD+/-RW
Display	15" screen 1024x800 resolution
AC adapter	Compliant 100-240V / 50-60Hz
Wireless LAN	Internal Wi-Fi Card & Bluetooth
Navigation	Keyboard with touchpad dual pointing device & external USB optical mouse
Audio	Std stereo speakers, built-in microphone & headphone jacks
Modem	In-built with SIM slot
LAN Network Interfaces	100 Kbps Ethernet port RJ45
Operating System	Latest Genuine Windows with license
Pre-loaded Applications	Latest MS Office Pro with license Kaspersky Antivirus with license
Carry Case	One
PC Card slots	Card reader
Battery type & life	6 cell Li-Ion battery up to 5 hrs
Salient features	2 Mega pixel Webcam 4 x 2.0 USB slots Security cable lock slot
Warranty	2years
Preferred Brand	HP

d). Laser jet Printer specifications 4No.

ITEM	MINIMUM SPECIFICATIONS
Print Speed	21ppm colour , 24ppm Coloured
Print Technology	Laser
Print quality, black	Up to 1200 X 1200 dpi
Memory	96MB
Processor speed	256MHz
Paper trays std	2
Paper Handling	150 sheet input tray, 250 sheet second paper tray

Duplex Printing (Printing on both sides)	Automatic
Paper sizes	Letter A3, A4, Legal, Executive, Index Cards, Envelops
Compatible Operating Systems	Windows 7, iOS, Linux, Macintosh
Connection interfaces	Hi-speed USB 2.0 Fast Ethernet 10/100/1000
Preferred brands	HP
Accessories supplied with printer	Connecting cables (Network + USB), Tonner, CD (Includes Software and user guides), Power cord
Warranty	1 year

e). Paper Shredder 3No.

Continuous run time	continuous
Cut style	cross-cut
Depth	17.7 in.
Dimensions	33"H x 18"W x 17"D
Features	SafeSense; 100% Jam-Proof System; Silent Shred; Caster; Energy Saving System; Continuous Duty Motor; Electronic Auto Start/Stop
Full-wastebasket indicator	yes
Height	30.9 in.
Input voltage	120 V AC
Manual reverse	yes
Maximum shred speed	16
Model	225Ci
Number of sheets per pass	20
Number of users	3-5
Overload protection	yes
Product line	Powershred
Shred size	0.16" x 1.5"
Shredder use	CDs/DVDs; credit cards; paper clips; staples
Throat width	9.5
Warranty length	2-year limited; limited lifetime
width	17.1 in.

f). Camera Specifications 2 No.

ITEM	MINIMUM SPECIFICATIONS
Pixels	20.1 mega pixel

Optical zoom	20x
Compatible recording media	Memory stick duo / Memory stick PRO duo / SD Memory Card
LCD	>= 2.5" (230K Pixels)
Stamina (Battery Life)	>= 110 minutes
Battery system	Lithium ION Battery
USB	2.0 High Speed
Still image record mode	JPEG
Supplied Accessories Battery Charger Multi cable Power Cord Application Software	Battery – Lithium ION Battery
Salient features Recording media remaining indicator Wrist strap Carry case	Battery remaining indicator

The Personal Computers, Laptop, camera and Photocopying Machine shall revert to the Contractor at the end of the Contract. The cost of provision of all items under the Engineer's Office shall be deemed to have been included in the rate for provision for the Engineer's Office in the BoQ and therefore no additional payment shall be made for the same.

132.3 Engineer's Laboratory and Survey Equipment

a) General

The Contractor shall provide install and maintain in a good state of repair for the duration of the Contract, such laboratory, survey and other equipment as listed in the Special Specifications. Such equipment shall be of approved manufacturer and shall be made available to the Engineer within the following time periods:

- Survey equipment, not more than 30 days after the Engineer's Order to Supply
- Laboratory equipment, not more than 60 days after the Engineer's order to Supply

Any delays to the Contractor or the Contractor's activities caused by the Engineer being unable to perform survey work, field or laboratory test due to the Contractor's failure to supply and/or maintain the said equipment shall be deemed to have been caused by the Contractor's own actions and any consequences of such delays shall be interpreted as such.

The laboratory and survey equipment shall revert to the Employer on completion of the Contract.

b) survey equipment

1. 2 No. Levelling staff 5m. with levelling bubble Wild GNLE or similar
2. 2No. 50m. steel band measuring tape

3. 2No. 30m. linen measuring tape
4. 1No. 3m. aluminium straight edge
5. 1No. 1m. stainless steel straight edge
6. 1No. 100m. steel band tape
7. 3No. Programmable scientific calculators FX 570 or equivalent
8. 2No. Survey umbrella
9. 1No. Roll of tracing paper
10. 3No. Protractor 360
11. 2No. Triangular scales (Conventional scales)
12. 4No. 3m. ranging rods
13. Marker pens
14. Geodetic GNSS Receivers with downloading software as specified below;

Specification	Minimum Requirements	Detailed Requirements
GNSS Performance	GNSS technology	Smart Track technology: • Advanced measurement engine • Jamming resistant measurements • High precision pulse aperture multipath correlator for pseudorange measurements • Excellent low elevation tracking • Very low noise GNSS carrier phase measurements with <0.5 mm precision • Minimum acquisition time
	Smart Track technology:	Smart Track technology:
	Max. simultaneous tracked satellites	Up to 60 Satellites simultaneously on two frequencies
	Satellite signals tracking	• GPS: L1, L2, L2C • GLONASS: L1, L2 • Galileo, QZSS2 • BeiDou B1, B2 • SBAS: WAAS, EGNOS, GAGAN, MSAS
	Reacquisition time	< 1.2 sec
	Position latency	< 20m/ sec
Measurement Performance & Accuracy	DGPS / RTCM	Typically, 25 cm
	Single Baseline (<30 km)	Horizontal: 8 mm + 1 ppm Vertical: 15 mm + 1 ppm
	Network RTK	Horizontal: 8 mm + 0.5 ppm Vertical: 15 mm + 0.5 ppm
	RTK technology	Smart Check technology
	Reliability	Better than 99.99%3
	Time for initialization	< 45 sec
	OTF range	Up to 70 km2
	Supported RTK network solutions	VRS, FKP, iMAX
	Supported RTK network standards	MAC (Master Auxiliary Concept) approved by RTCM SC 104
Hardware	Weight	1.4 kg
	Weight	2.90 kg standard RTK rover including controller, batteries, pole and bracket
	Dimension (diameter x height)	198.5 mm x 197.5 mm x H 99 mm
	Supply voltage	Nominal 12 V DC Range 10.5 – 28 V DC
	Power consumption	Internal power supply Recharge & removable LI-Ion battery,
	Internal power supply, operation	• 10.00 h static observations • 7.00 h receiving RTK data with internal UHF

	time	radio • 5.00 h transmitting RTK data with internal UHF radio • 6.00 h receiving / transmitting RTK data with internal modem
	External power supply	Rechargeable external NiMh battery 9 Ah / 12 V
Memory & Data Recording	Memory medium	Removable microSD Card: 1 GB
	Data capacity	1 GB
	Type of data	Onboard recording of: • GNSS raw data • RINEX data
	Recording rate	Up to 20 Hz
User Interface	Buttons	• ON / OFF button • Function button
	Button functionality	Function button: • Easy switch between Rover / Base mode • Easy “Here” positioning functionality
	Led status indicator	Bluetooth®, position, RTK Rover status, RTK Base status, data logging, internal power status, external power status
	Additional user interface	Additional web interface functionality provides full status indicator and configuration options
Communications	Communication ports	1 x USB / RS232 Lemo 1 x Bluetooth® port, Bluetooth® v2.00+ EDR, class 2
	Radio modem	• Fully integrated, fully sealed receive and transmit radios • SATEL, Pacific Crest and TrimTalk support • 403 – 473 MHz bandwidth • Output power 1W max.
	UHF antenna options	• External UHF antenna connector (Type QN)
	GSM / UMTS phone modem	• Fully integrated, fully sealed 3.75G phone modem • Quad-Band GSM / GPRS: 850 / 900 / 1800 / 1900 MHz • Penta-Band UMTS: 800 / 850 / 900 / 1900 / 2100 MHz • DynDNS service support – Base station supports up to 10 rovers via TCP/IP
	GSM / UMTS antenna	• Integrated GSM / UMTS antenna
	Radio modems	Support of any suitable UHF / VHF radio
	Real-time data formats for data transmission and reception	CMR, CMR+
	Real-time data formats according RTCM standard for data transmission and reception	RTCM 2.2, RTCM 2.3, RTCM 3.0, RTCM 3.1, RTCM 3.2 MSM Full support of RTCM 3 Transformation Message

c) Importation, possession and use of irradiating devices

Where required, the Contractor shall provide a nuclear gauge for the Engineer’s laboratory. He shall follow the procedures for the procurement and deployment of the equipment in accordance with the Ministry of Health Regulatory Process for Setting up a Radiation Facility and arrange to obtain the necessary licences and permits, as required by the Radiation Protection Board in compliance with the Radiation Act, Cap 243 of the Laws of Kenya. The Approval for importation must be sought before the device is brought into the country. The

storage facility shall be approved by the Radiation Protection Board and the Ministry of Roads Materials and Research Department.

Before handling the equipment, all staff to be deployed on the use of the gauge shall be trained, assessed and approved by the Radiation Protection Board and the Ministry of Roads Materials and Research Department. Exemptions shall be granted only to persons with proof of previous training by the said institutions. They shall also undergo medical examinations at a medical facility approved by the Board before deployment. The Contractor shall arrange for purchase of radiation badges and monitoring radiation levels every month by the Ministry of Health or an Agent approved by the Radiation Protection Board.

The cost of the medical examinations and monitoring radiation for the Engineer's laboratory staff shall be paid by the Contractor and reimbursed under the BOQ upon production of the receipts. However, the Contractor shall include the cost of obtaining the licences, permits and annual renewal thereof, construction of the storage facility and the transportation cage in his rate for provision of the equipment and no additional payment shall be made in the Contract.

The gauge shall revert to the Contractor on completion of the Contract

132.9 Wireless Communication for the Engineer

(a) Radio communication equipment

The Contractor shall, if so instructed by the Engineer, provide, install, maintain and license as necessary a radio Communication network for the duration of the Contract and for the exclusive use of the Engineer. The Communication network shall be complete and shall consist of one fixed base radio station complete with all accessories and complete trans-receiver stations for each of the Engineer's staff cars, mobile office and laboratories. The equipment provided shall have a range adequate for mobile units and extreme ends of the site to communicate with each other and/or with the Central control. The model and make of the radio communication system shall be approved by the Engineer.

The Contractor shall be responsible for obtaining all necessary permits and licenses needed for the operation of the radio call services. The Contractor shall maintain the equipment in good working condition, including charging of batteries for the mobile units.

Failure by the contractor to provide or maintain the equipment shall make him responsible for all costs that may be incurred as a result of the Engineer's staff using alternative means of communication, including delays in supervision and approval of the works.

Ownership of the radio equipment shall be the Employer's on completion of the Contract.

Payment for complying with this requirement is included in the Bill of Quantities.

(b) Mobile phones

The Contractor shall, if so instructed by the Engineer, provide, connect and maintain mobile phones for the exclusive use by the Engineer and for the duration of the Contract. The Contractor shall provide airtime for these mobile phones as directed by the Engineer. The minimum specifications for the phone are shown below:

NETWORK	Technology	GSM / HSPA / LTE
BODY	<u>Dimensions</u>	150.9 x 72.6 x 7.7 mm (5.94 x 2.86 x 0.30 in)
	<u>Weight</u>	157 g (5.54 oz)
	<u>Build</u>	Corning Gorilla Glass 4 back panel
	<u>SIM</u>	Single SIM (Nano-SIM) or Dual SIM (Nano-SIM, dual stand-by)
		- Samsung Pay (Visa, MasterCard certified) - IP68 certified - dust proof and water resistant over 1.5 meter and 30 minutes

DISPLAY	<u>Type</u>	Super AMOLED capacitive touchscreen, 16M colors
	<u>Size</u>	5.5 inches (~76.1% screen-to-body ratio)
	<u>Resolution</u>	1440 x 2560 pixels (~534 ppi pixel density)
	<u>Multitouch</u>	Yes
	<u>Protection</u>	Corning Gorilla Glass 4 - Always-on display - TouchWiz UI - Curved edge screen
PLATFORM	<u>OS</u>	Android OS, v6.0 (Marshmallow)
	<u>Chipset</u>	Qualcomm MSM8996 Snapdragon 820 Exynos 8890 Octa
	<u>CPU</u>	Quad-core (2x2.15 GHz Kryo & 2x1.6 GHz Kryo) Octa-core (4x2.3 GHz Mongoose & 4x1.6 GHz Cortex-A53)
	<u>GPU</u>	Adreno 530 Mali-T880 MP12
MEMORY	<u>Card slot</u>	microSD, up to 256 GB (dedicated slot) - single-SIM model microSD, up to 256 GB (uses SIM 2 slot) - dual-SIM model
	<u>Internal</u>	32/64 GB, 4 GB RAM
CAMERA	<u>Primary</u>	12 MP, f/1.7, 26mm, phase detection autofocus, OIS, LED flash, check quality
	<u>Features</u>	1/2.5" sensor size, 1.4 µm pixel size, geo-tagging, simultaneous 4K video and 9MP image recording, touch focus, face/smile detection, Auto HDR, panorama
	<u>Video</u>	2160p@30fps, 1080p@60fps, 720p@240fps, HDR, dual-video rec., check quality
	<u>Secondary</u>	5 MP, 1/4.1" sensor size, 1.34 µm pixel size, f/1.7, 22mm, dual video call, Auto HDR
SOUND	<u>Alert types</u>	Vibration; MP3, WAV ringtones
	<u>Loudspeaker</u>	Yes
	<u>3.5mm jack</u>	Yes
		- 24-bit/192kHz audio - Active noise cancellation with dedicated mic
COMMS	<u>WLAN</u>	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot
	<u>Bluetooth</u>	v4.2, A2DP, LE, aptX
	<u>GPS</u>	Yes, with A-GPS, GLONASS, BDS
	<u>NFC</u>	Yes
	<u>Radio</u>	No
	<u>USB</u>	microUSB v2.0, USB Host
FEATURES	<u>Sensors</u>	Fingerprint, accelerometer, gyro, proximity, compass, barometer, heart rate, SpO2
	<u>Messaging</u>	SMS(threaded view), MMS, Email, Push Mail, IM
	<u>Browser</u>	HTML5
	<u>Java</u>	No
		- Fast battery charging: 60% in 30 min (Quick Charge 2.0) - Qi/PMA wireless charging (market dependent) - ANT+ support - S-Voice natural language commands and dictation - OneDrive (115 GB cloud storage) - MP4/DivX/XviD/WMV/H.264 player - MP3/WAV/WMA/eAAC+/FLAC player - Photo/video editor - Document editor

BATTERY		Non-removable Li-Ion 3600 mAh battery
	<u>Talk time</u>	Up to 27 h (3G)
	<u>Music play</u>	Up to 74 h
MISC	<u>Colors</u>	Black, White, Gold, Silver, Pink Gold
	<u>SAR US</u>	1.17 W/kg (head) 1.59 W/kg (body)
	<u>SAR EU</u>	0.26 W/kg (head) 0.51 W/kg (body)
	<u>Price group</u>	9/10
TESTS	<u>Performance</u>	Basemark OS II: 2107 / Basemark OS II 2.0: 2050 Basemark X: 28480
	<u>Display</u>	Contrast ratio: Infinite (nominal), 4.439 (sunlight)
	<u>Camera</u>	Photo / Video
	<u>Loudspeaker</u>	Voice 70dB / Noise 69dB / Ring 71dB
	<u>Audio quality</u>	Noise -92.5dB / Crosstalk -92.2dB
	<u>Battery life</u>	Endurance rating 98h

137 Attendance upon the Engineer and His staff

Further to the provisions of Clause 137 of the Standard Specification, the Engineer may instruct the Contractor to provide the staff for attendance to the Resident Engineer in accordance with the following Sub-Clauses:

137.1 Staff employed and paid by the Contractor for attendance upon the Engineer

The Engineer may instruct employment of staff listed below by the Contractor for attendance upon the Resident Engineer. The Contractor shall provide housing as described under Clause 132 of this Specification and pay the salaries, allowances and benefits as determined by the Engineer and claim reimbursement under the BOQ. These shall be subject to the statutory deductions, namely PAYE, NSSF and NHIF which the Contractor shall remit to the relevant authorities every month with copy of each remittance being submitted to the Engineer for his records. The minimum monthly gross salary in Kenya Shillings for the respective staff shall be as shown below:

(a) Assistant Engineer	100,000.00
(b) Inspector of Works	75,000.00
(c) Laboratory Technologist	65,000.00
(d) Administrator	50,000.00
(e) General Clerk	40,000.00
(f) Survey Assistant / Leveler	60,000.00
(g) Secretary	45,000.00
(h) Chainmen	45,000.00
(i) General Attendants	40,000.00

The Engineer shall interview, select and recommend for employment all the positions listed above. Upon employment, the Contractor shall provide each with an Employment Contract in accordance with the Employment Act, 2007 or the latest amendment of the Act, stating therein the conditions of employment. At the end of the Contract Period or termination of services,

whichever comes earlier, each employee shall be issued with a Certificate of Service as provided for in the foregoing Act. Use of documents drafted by the Engineer shall not relieve the Contractor of his duties and obligations under this Clause.

138 Provision of vehicles

In addition to provisions of the Clause 138 of the Standard Specification, the Contractor shall when instructed, provide brand new vehicles and maintain in good working condition for the exclusive use of the Engineer and his staff throughout the Contract period. The Engineer shall have the sole right of selecting the type and brand of the vehicles, and confirm the number of each type and brand to be provided. The Engineer shall also have the right to propose modifications and additions to the vehicles as he may deem necessary for security, beauty or other usage needs. The Contractor shall insure the vehicles comprehensively for any licensed drivers and shall provide competent drivers during normal working hours and whenever required by the Engineer. The cost of provision of the vehicle shall be inclusive of the first 4,000 kilometres travelled in any month.

Should any vehicle supplied not be in roadworthy condition, the Contractor shall provide an acceptable equivalent replacement vehicle until such a time as the original vehicle is repaired to the satisfaction of the Engineer and returned for use.

Double Cabin and single cabin pick up Vehicles should be four Wheel Drive (4WD), with power assisted steering, Double wishbone independent suspension at front axle and rigid axle with leaf springs at rear and diesel propelled engine minimum capacity 2,800 cc. The vehicles should be fitted with other accessories below:

- i) Spare tyre and wheel jack;
- ii) FM radio and CD player;
- iii) Power Windows;
- iv) Full Air-conditioning;
- v) Immobilizer and antitheft security system;
- vi) Driver and passenger SRS Airbags;
- vii) Canvas cover over the carrying deck at the back.

All vehicles to be supplied will be brand new or odometer reading 0 – 1,000km, right hand drive, air-conditioner and power steering as described below.

- (a) Two (2) Type 2: Minimum 2.8-litre turbo charged diesel 4-wheel drive, or similar approved twin-cab pick-up.

Ownership of the vehicles supplied to the Engineer shall revert to the Contractor upon completion of construction.

139 Miscellaneous Accounts

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

140 Payment of Overtime for Engineer's Junior Staff

In addition to the support staff provided by the contractor, the following shall also constitute part of the Engineer's junior staff:

- | |
|------------------------|
| (a) Assistant Engineer |
| (b) Inspector of Works |

(c) Laboratory Technologist
(d) Administrator
(e) General Clerk
(f) Survey Assistant / Leveler
(g) Secretary
(h) Chainmen
(i) General Attendants

If the Contractor wishes to execute the works on regular basis outside the Engineer's normal working hours as given in Clause 108, over a prolonged period, the Engineer may if he deems it necessary, employ additional supervisory staff for which the required salaries shall be in full by the contractor through the Engineer's office. In addition, the Contractor shall provide the required accommodation for such staff at his own cost. The Contractor shall not be reimbursed any of this cost.

141 Measurement and Payment

Item: Mobile Telephones

The provision of mobile phones units for the Engineer shall be measured and paid for by the number. The rate entered in the Bill of Quantities shall include for the costs of providing the mobile units complete with charger unit, a "hands free" headset, connection to the network and all service charges applicable.

Add the Following clauses:

142 Liquidated Damages

Liquidated Damages at the rate indicated in the Appendix to Form of Bid shall apply in the event of the work not being completed within the time for completion plus any extension of time which may be determined by the Engineer. The limit of liquidated damages shall be as indicated in the Appendix to Form of Bid.

143 Protection of the Environment

Further to the requirements of Sub-clause 19.1 of the Conditions of Contract, the Contractor shall be responsible for the following measures to protect the environment.

- (a) Compliance with national and local statutes and regulations relating to protection of the environment. The Contractor will be responsible for familiarizing himself with all existing national and local legislation in this regard.
- (b) All construction activities shall be carried out using the best possible means to reduce environmental pollution such as noise, dust and smoke. All vehicles and plant shall be regularly serviced in accordance with the manufacturer's recommendations to ensure that they operate efficiently and without excessive noxious emissions. The Engineer will have the authority to instruct the Contractor to temporally cease operations and/or remove from the site vehicles or plant which do not comply with these requirements, until such time that he is satisfied that the best practicable means to reduce environmental pollution to a minimum are being used.
- (c) The Contractor shall at all times maintain all sites under his control in a clean and tidy condition and shall provide appropriate and adequate facilities for the temporary storage of all waste prior to disposal.

- (d) The Contractor shall be responsible for the safe transportation and disposal of all waste generated as a result of his activities in such a manner as will not give rise to environmental pollution in any form or hazard to human or animal health. In the event of any third party being employed to dispose of waste, the Contractor shall be considered to have discharged his responsibilities under this Clause from the time at which waste leaves sites under his control, providing that he has satisfied himself that the proposed transportation and disposal arrangements are such as will not give rise to pollution or health hazard.
- (e) The Contractor shall be responsible for the provision of adequate sanitary facilities for his workforce, and that of his subcontractors at all construction and ancillary sites. The Contractor shall not allow the discharge of any untreated sanitary waste to ground water or any water of ground surface watercourse.
- (f) All concrete and asphalt plants shall be operated and maintained in accordance with the original manufacturers specifications and manuals, and in such a manner as to minimize emissions of hydro-carbons and particulate if in the opinion of the Engineer the operation of such plant is causing or is likely to cause nuisance or health problems to the site staff or the general public. The Contractor shall carry out such work as is necessary to reduce emissions to an acceptable level within a time-scale agreed with the Engineer.
- (g) The Contractor shall regularly spray with water all exposed dirt surfaces to reduce dust levels.
- (h) The Contractor shall take all responsible measures, at all sites under his control to prevent spillage and leakage of material likely to cause pollution of water resources. Such measures shall include but not be limited to the provisions of bunds around fuel, oil and bitumen storage facilities and provision of oil and grease traps for servicing and fuelling areas. Prior to construction of such facilities the Contractor shall submit details of pollution prevention measures to the Engineer for his approval.
- (i) The Contractor shall be responsible for ensuring that exposed surfaces are re-vegetated as construction progresses all to the satisfaction of the Engineer.
- (j) The removal of trees shall be kept to the minimum necessary to accommodate the permanent works. Prior to the removal of any trees the contractor shall inform the Engineer of the intended operation and obtain the permission of the Engineer for the removal of the trees. If any tree is removed without permission the Contractor shall replace it with an approved tree at no additional cost to the Employer.
- (k) The Contractor shall ensure that fires, except for controlled fires for burning rubbish, do not start within the Site or in the environs thereto as a result of the works or from the actions of his employees. The burning of waste, such as vehicle tyres causing noxious emissions is prohibited. The contractor shall have available at all times trained fire-fighting personnel provided with adequate fire-fighting equipment to deal with all fires. The contractor shall additionally at all times provide sufficient fire protection and fighting equipment locally to parts of the works which constitutes particular fire hazards.

No separate payment shall be made in respect of this Clause 142 and the Contractor shall be deemed to have allowed in his general rates and prices for the costs of complying with the requirements of this clause.

144 Off Road Environmental Measures

In addition to the provisions of Clause 142 above and all other requirements of the Conditions of Contract, Standard and Special Specifications, the Employer and the National Environmental Management Authority (NEMA) may order certain environmental measures to be carried out which are off the road and not specifically covered under these provisions. The Contractor shall carry out such works with equipment, labour and plant provided under the Contract or shall make such arrangements for specialized works to be carried out by a specialized subcontractor.

The Contractor shall be paid for all direct expenses under a provisional Sum in the Bill of Quantities and a percentage (%) for his handling costs and profits.

145 Staff Training

The Contractor shall allow for training of engineers, technicians and other support staff as may be instructed by the Engineer.

The payment of the allowances of such staff shall be made as instructed by the Engineer under the relevant item of the Bills of Quantities.

200 MATERIALS AND TESTING OF MATERIALS

205 Soils and Gravels

Whenever in the Contract Document a minimum California Bearing Ratio (CBR) is specified, the CBR of the material shall be determined at the specified state of compaction.

- (i) After four days soaking in the case of virgin materials, and
- (ii) After seven days curing plus seven days soaking in the case of cement improved materials.

211 Bituminous Binders

(a) Requirements

(ii) Straight run bitumen

The ash content of penetration grade bitumen shall not exceed 0.5% by weight.

300 SETTING OUT AND TOLERANCES

301 Setting Out

(a) General

If traverse points to be used for setting out are close to the existing carriageway and interfere with the construction works, the Contractor shall relocate them to a location where they will not be disturbed. The coordinates and heights of all transverse points so relocated shall be listed and provided to the Engineer for checking and/or approval. The Contractor shall also reference with monuments the new road centrelines every 200 m long straight sections and at all salient points along curves, consisting of a pin in a concrete beacon, before commencement of any works.

The roads reserve boundary posts shall have 12 mm diameter steel pins, 200 mm long embedded in concrete with 25 mm exposed and sticking from the top surface. This pin shall be coordinated and heightened and details of the same shall be provided to the Engineer for approval.

(b) Detailed setting out

Reference pegs shall be 50 mm x 50 mm in cross section, 600 mm long driven 400 mm firmly into the ground and painted white above ground level. The offset from the centreline shall be indicated by a small nail, 20-25 mm long, with its head driven flush with the top of the peg. Chainages, chainage offsets and reference elevation shall be clearly marked on the sides of the peg to the satisfaction of the Engineer.

400 SITE CLEARANCE AND TOP SOIL STRIPPING

401 Site Clearance

Add the following as the last paragraph of Sub-clause (a).

Site clearance is not required over the paved width of the existing road and shoulders. No measurements and payment for site clearance will be made for this width. The remaining area within the road reserve including the sides of the existing embankments and cutting should be cleared as instructed by the Engineer. This operation shall also include the removal of selected trees as directed by the Engineer. The Contractor shall provide paint and all the assistance the Engineer may require to mark the trees which should not be removed during site clearance.

The Contractor shall take care not to uproot or damage trees which are within the road reserve but outside the construction width. After the contractor has staked out the extent of the road, the Engineer with assistance of the Contractor shall mark out the trees to be removed. After removal the trunk and branches of these trees shall be cut into pieces not more than 2.0 m in length, transported and neatly stored at the nearest Ministry of Roads camp at a position to be indicated by the Engineer. Payment for this work shall be as detailed in the Bill of Quantities. The rate inserted by the Contractor for this work shall include the cost of complying with all the requirements of this clause.

500 EARTHWORKS

502 General

Renumber the existing text as 502.1 and add the following Sub-clause 502.2 to this clause:

502.2 Definitions for Earthworks

Formation level is defined as the lower (bottom) level of sub-base. Sub-grade is the material within 300 mm or such other thickness as may be shown on the drawings, below the formation level. Earthworks are defined as the works below the sub-grade level.

504 Preparation Prior to Forming Embankments

Renumber the existing text as 504.1 and add Sub-clauses 504.2 and 504.3 as follows;

504.2 Benching

Where shown on the drawings or instructed by the Engineer, the Contractor shall, where fill is required, excavate benches where the ground to receive the fill has a slope greater than 1 (vertical): 5 (horizontal).

Where benching is required, the existing ground, after removal of top soil in accordance with the requirements of Section 4 of the Specification, shall be benched by cutting steps such that the horizontal width between the cut face of the bench and the instructed final embankment slope is not less than 1.5 m. Each slope shall be graded to a slope of 1 in 40 from the centreline of the road so as to avoid the pounding of water. The minimum width of 1.5 m shall generally be required for each bench and the Contractor shall allow working in narrow widths.

All earthworks in widening shall be compacted to 100% MDD (AASHTO T99).

The volume of material cut from benches and its re-utilization shall not be measured for payment but is deemed to be included in the Contractor's rates for earthworks.

504.3 Ground Compaction

After top soil stripping in accordance with Section 4 of the Specification and benching in accordance with Clause 504 of the Specification, the existing ground, including benches, under embankments shall be compacted to a dry density of at least 95% MDD (AASHTO T99) to a depth of 150 mm below ground level unless otherwise directed by the Engineer. Compaction of benches other than the first bench will not be separately measured and is deemed to be included in the Contractor's rates for earthworks.

505 Construction of Embankments

Only material approved by the Engineer shall be used in embankments. Material with high swelling characteristics or high organic matter content and other undesirable material shall not be used, unless specifically authorized by the Engineer. Unsuitable material shall include:

- Material containing more than 5% by weight of organic matter, such as topsoil, humus, material from swamps, mud, log stumps and perishable material
- Material with a swell of more than 3%
- Clay with a liquid limit exceeding 50%
- Material having moisture content greater than 105% of optimum moisture content (standard compaction) in its naturally occurring state.

Material for sub-grade shall meet the following requirements:

- CBR of not less than 15% measured after 4-day soak on a laboratory mix compacted to a dry density of 100% MDD(T99)
- Swell less than 1% on the laboratory mix sample
- Maximum dry Density (MDD) not less than 1500 kg/m³.

Add the following:

In case the Contractor has in his possession heavy compaction equipment, he may opt to construct the sub-grade in a single layer of 300 mm thickness, following compaction trials and upon the Engineer's approval.

Rename the existing text of the Standard Specification as 507.1 and add the following to this clause:

507.2 Rockfill in Carriageway, Embankment and Behind Structures

(a) Scope of Application

With the approval of the Engineer, the rock fill Material can be used only in the following circumstances:

- (i) Where the height of embankment is more than 3 m, including formation level, the lowest 1.0 m thickness can be constructed using rockfill.
- (ii) For all heights, the sloped portion beyond shoulder can be constructed using with provision that, under all circumstances, a minimum of 500 mm thick earthen cushion shall be available between formation level and top level of rockfill.
- (iii) Behind the structures irrespective of the height of embankment up to the bottom of sub-grade.

(b) Material

The maximum size of stones shall not exceed 300 mm in any direction. The voids between rocks shall be filled by smaller rock fragments.

(c) Spreading and Compaction

The method of compaction as specified under Clause 507.1 of the Standard Specification and/or as directed by the Engineer, should ensure that no boulders are loosely packed and can move or rock after compaction. The top layer as well as the sides of the retaining normal earth fill on one side shall be fully blinded with filter media comprising crushed aggregate and sand. The grading and layering of filter media shall be such as to form effective filter layer through which particles of inner soil fill of embankment are not able to migrate into the rock fill layer in the process of settlement/consolidation or due to movement of water. The layer work shall combine with the layers of the adjacent rockfill so as to facilitate simultaneous compaction.

(d) Rates

The rates are applicable to completed construction as measured by taking levels before and after compaction up to the top of blinding/filter media 300 mm thick and are inclusive of all materials, void filling materials, blinding materials and filter media.

The preload material shall be removed from any stage of the construction when, in the opinion of the Engineer, based on settlement monitoring records, the required primary consolidation of the soft silts has been achieved.

Based on consolidation properties of soil, expected preload time shall be estimated for each stage. However, this time can be influenced, not only by settlement, but also by the rains. The Contractor will not be entitled to extra payment should these times be varied due to the site conditions or the rains.

(e) Settlement Monitoring

Continuous monitoring of settlement will be necessary to check the efficiency of the system. The instruments for monitoring settlement and stability shall include settlement platforms, Piezometers to determine if pore pressures are exceeding limits that might endanger stability, and Inclometers to determine if lateral movement occurs.

Settlement monitoring devices shall be installed at the Contractor's cost to monitor the settlement behaviour of ground under fill, to establish the effectiveness of the drainage system. The Contractor shall carry out the settlement monitoring works, including the installation of all the required equipment, in accordance with Standard Specification.

508 Compaction of Earthworks

Fill above ground level adjacent to pipe culverts shall be compacted in layers not exceeding 150 mm in thickness to a field density of 100% MDD (AASHTO T99) up to the level of the top of the pipes or top of surround. The compaction shall extend for a width equal to the internal diameter of the pipe on either side of the pipe (s) or surround (s).

Adjacent to the structures, all fill above ground level up to the underside of the sub-grade shall be compacted in layers not exceeding 150 mm in thickness to a field density of 100% MDD (AASHTO T99). In case of fill around box culverts, this shall be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of wing walls.

Where the formation in cut areas is formed of hard material, the Contractor shall remove the hard material to a depth of 200 mm or such other depth as may be directed by the Engineer. The void so formed shall be backfilled with sub-grade quality material and compacted to the same standard and tolerances as for sub-grade in fill.

Improved sub-grade, where required as part of the embankment construction shall be compacted and finished to the same standards and tolerances as those required for normal sub-grade.

509 Mass Haul Diagram

No mass haul diagram has been provided with the Contract documents. The Contractor shall locate suitable materials for constructing earthworks along the alignment and elsewhere.

511 Borrow Pits

Delete the first paragraph and substitute with the following;

Fill material which is required in addition to that provided by excavation shall be obtained from borrow pits to be located and provided by the Contractor but to the approval of the Engineer.

514 Top Soiling and Grassing

Consider the existing text to be Sub-clause 514.1

The embankments and cut faces referred to in Clause 514.1 of the Standard Specification are synonymous with fill slopes and cut slopes defined in Clause 110 (c) of the same specification.

The guiding dams referred to in Clause 514.1 of the Standard Specification are synonymous with the guiding dams referred to in Clause 817 of the same specification.

Add the following Sub-clause 514.2

514.2 Hydro-seeding

Where it is specified that hydro-seeding should be carried out on topsoil, the thickness of the topsoil shall be 100 mm unless, where suitable soil is present, the Engineer orders the topsoil to be omitted or applied in reduced thickness.

The Engineer and the Contractor shall agree the types and mixtures of seeds to be used on before the Contractor orders any seed he may wish to use. The variety of resulting grass or plants should not be attractive to livestock or grass eating animals.

The Contractor shall be solely responsible for establishing an acceptable grass cover and any approval by the Engineer of seed or seed mixtures intended for use by the Contractor shall not relieve him of this responsibility. All areas to be hydro-seeded or hand seeded shall be scarified forming horizontal drills running parallel to the contours. The drills are to be spaced at intervals of 150 to 250 mm apart. Seeding to Mulch shall be added to the hydro-seeding mix at an approved rate.

Hydro-seeding shall be carried out with an approved hydro-seeding machine at a rate of application of not less than 20 gm/m² for fill and cut slopes and 10 gm/m² for other areas. When the use of anti-erosion compounds is required and such compound is to be applied simultaneously with the hydro-seeding, it shall be mixed with the hydro-seeding mixture before application.

514.3 Application of Chemical Fertilizers

For all areas to be grassed the Contractor shall have the top 150 mm of the prepared surface analysed to determine the quantity and type of fertilizer that may be required for establishing proper growth conditions for the grass. The locations of soil samples taken shall be indicated on plans by the Contractor. The Contractor shall furnish the Engineer with the soil analysis and subsequent fertilizer recommendations. Only after approval by the Engineer of the nature and quantity of fertilizer may the application proceed.

Soil improvement chemicals and fertilizers shall be made available for application of chemical fertilizer. As such no separate reimbursement to the Contractor shall be made. The Contractor shall be deemed to have included his costs in the rates for top soiling and grassing.

515 Side drains

Whenever excavation works inside drains constitutes a separate operation from the bulk earthworks such excavations shall be classified as catch water drains under Section 8 of the Specification.

517 Measurement and payment

(a) Fill in soft material

Add the following at the end of this item:

Quantities for embankment widening shall be measured using the final compacted volume of filled material over the existing embankment after removal of top soil. No separate payment shall be made to the Contractor for any additional earthworks resulting from his construction methods or for working space for his construction plant and equipment or for complying with the requirements of Clause 504.2 of this specification with respect to benching where necessary. The Contractor shall take this into consideration when preparing his rates.

(c) Spoil in soft material

Add the following at the end of this Item:

The rate for spoil in soft material shall also allow for removal and disposal of material in waterlogged areas. No separate payment shall be made for overhaul.

Add the following:

(n) Item: Providing an approved seed mixture for hydro-seeding

Unit: Kilogramme (kg)

The Unit of measurement shall be the kilogramme of seed of the specified or approved seed mixture provided. The rate shall include the full compensation for procuring and furnishing certified seeds and compliance with Clause 514.2 of this specification.

(o) Item: Hydro-seeding

Unit: Hectare (ha)

The unit of measurement for hydro-seeding shall be the area, measured in hectares of grass established by hydro-seeding which has an acceptable cover. The rate shall include full rate for furnishing cellulose pulp, mixing it with seed, water and with any anti-erosion

compound, if required, applying the mixture, watering weeding, reseeding bare patches, and for any other work which may be necessary for establishing an acceptable cover and maintaining the grass.

Add the following to this section. The details apply to both the activities for the quarries and road works.

600 QUARRIES, BORROW PITS, STOCKPILE AND SPOIL AREAS

601 General

The Employer will not make available to the Contractor any land for quarries, borrow pits, stockpile and spoil areas, except for those in the road reserves and specifically approved by the Engineer.

The Contractor will be entirely responsible for locating and providing suitable sources of materials complying with the specifications and for procurement, winning, haulage to site of these materials, rehabilitating the borrow pits, quarries, stockpile and spoil areas, and all costs involved therein. Similarly, the Contractor will be responsible for provision of areas for stock piling materials and disposal of spoil dumps or stockpiling within the road reserve. The Contractor may utilize them subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirement of this clause. The Contractor shall include the costs of complying with this clause in the rates and prices inserted elsewhere in the Bill of Quantities.

602 Definitions

Add the following to Clause 602:

(d) Materials Report

The information on possible material sites is given for the general guidance of bidders. However, bidders are advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted.

700 EXCAVATION AND FILLING FOR STRUCTURES

703 Excavation of foundations for structures

Make amendments to this clause as follows

Read the second paragraph as “unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Paragraph 4, last line: - Replace "95%" with "100%".

Add the following to this clause:

703.1 Preparation of Foundation and Approval

(a) Preparation of Foundation

The bottom of foundations shall be levelled both longitudinally and transversely or stepped as directed by the Engineer. Where the material met with is other than rock, the same shall be compacted to at least 95% MDD. Where rock and soil are met with in part widths, the area in the soil portion shall be sub-excavated to a depth of 100 mm and backfilled with Class 15/20 concrete. All rock faces shall be freed of soft and loose material, cleared and cut to a firm surface, level, stepped or serrated as directed by the Engineer. All seams shall be cleared out and filled with cement mortar, to the satisfaction of the Engineer.

(b) Approval of Foundation

After excavation in each location is completed, the Contractor shall notify the Engineer, and no foundation concrete shall be placed until the Engineer has approved the depth of the excavation and the character of the foundation material.

703a Erosion Protection Works at Upstream and Downstream of Culverts/Bridges

703a.1 Scope

The work shall consist of provision of erosion protection works in the form of bed flooring and curtain or cut-off walls at the upstream and downstream ends of the new as well as the existing box/pipe culverts. The work shall be carried out to such designs and at such locations as indicated on the Drawings or as directed by the Engineer.

The erosion protection works shall consist of dry rubble stone bed flooring and random rubble masonry curtain (cut-off) wall at the upstream and downstream ends of box/pipe culverts.

703a.2 Materials

The material for bed flooring shall be dry rubble stone, each stone weighing not less than 40 kg.

The curtain wall shall be constructed of random rubble masonry in cement mortar of 1:3.

703a.3 Construction Operations

(a) Curtain Wall

The trench for the curtain wall shall be excavated as per Clause 703 of the Standard Specification at such locations and to such depths shown on the Drawings or as directed by the Engineer. After preparing the foundation bed, the curtain wall shall be constructed to the thickness shown on the Drawings and to levels up to top of the bed flooring.

(b) Floor Paving

The bed for the flooring shall be prepared by excavation in accordance with Clause 703 of the Standard Specification or filling in accordance with Clause 707 of the same specification,

levelled and compacted to at least 98% MDD. The top of bed shall be prepared to such levels that after construction of the bed flooring, it is in line with the invert of the culvert barrel and sloping away. The bed flooring shall end before the curtain wall.

707 Backfilling of Excavations and Filling for structures

Make amendments to this clause as follows

Delete “95% where ever it appears and insert “100%”.

708 Protection of Structures

Add the following to Clause 708.

Unless specific provisions for any structure in respect of cofferdams has been made in the Bill of Quantities, no payment will be made for the erection, maintenance and removal of cofferdams and the Contractor’s rates shall be deemed to be all inclusive.

709 Excavations for River Training and New Watercourses

Add the following to Clause 709:

For culvert widening the Contractor shall inspect the structures to be widened and allow for any river training works he deems necessary in his rates for excavation.

710 Stone Pitching

Add the following to Clause 710:

Stone pitching to drains, inlets and outlets of culverts to embankments and around structures shall consist of sound un-weathered rock approved by the Engineer.

All stone for pitching shall be capable of withstanding a crushing stress of 20 N/mm² when soaked. The source of stone shall be free from overburden, mudstone, cracks, sand holes, veins, laminations or other imperfections as may be identified by the Engineer during the approval process.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Engineer for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone pitching repair and reconstruction shall be carried out in accordance with Clause 710 of the Standard Specification. The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specification by the use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specification

800 CULVERT AND DRAINAGE WORKS

804 Excavation for Culverts and Drainage Works

In the Standard Specification make the following amendments on this clause:

In paragraph 6, line 3, in paragraph 7, line 5 and in paragraph 11, line 6, delete reference to “95%” and insert “100%”.

805 Excavation in Hard Material

In the Standard Specification, sub-clause 805 (a) and (b) delete reference to “95%” and insert “100%”.

809 Bedding and Laying of Pipe Culverts

In the Standard Specification, sub-clause 809 (a), delete reference to “95%” and insert “100%”.

Add the following to Clause 809:

(d) Laying, Bedding and Surround for Culverts Cast In-situ

In addition to the requirements of the Standard Specification, where inflatable balloon method of casting culverts in-situ is used, it is essential that thorough pre-construction trials are carried out and necessary adjustments made to ensure that:

(i) All concrete used for surround and the top 50 mm or 80 mm of bedding for culverts size 600 mm and 900 mm internal diameters respectively shall be Class 30/20 while the rest of the concrete shall be class 20/20.

(ii) The inner concrete barrel surface immediately in contact with the inflated balloon form during placing shall achieve Class F3 finish.

810 Jointing Concrete Pipes

In addition to the requirement of Clause 810 of the Standard Specification, all precast concrete pipes shall be ogee jointed pipes laid with a 1:2 (cement: sand) mortar and provided with fillets on the outside and as described in the Standard Specification.

812 Backfill

In the Standard Specification make the following amendments to this clause:

(a) Wherever the expression “dry density of 95% (AASHTO T99)” occurs, this expression shall be deleted and replaced with “dry density of 100% (AASHTO T99)”.

(b) Delete paragraph 6: “For pipes culverts...depth of 150 mm”, entirely.

816 Minor Drainage Structures

Add the following to this clause:

(a) Concrete Lined Drains

The exposed surfaces of concrete lined drains shall be a class UF2 finish. Concrete lined drains shall be constructed to the same standard as the minor drainage structures.

(b) Cast in situ chutes on side slopes

Where pre-cast chutes are provided, refer to Section 1 of this the specifications.

817 Mitre Drains, Cut-off Drains, Catch Water/Drains, Outfall Drains and Earth Dams

Rename the existing text as 817.1 and add the following sub-clauses:

817.2 Cleaning Existing Drains

Where instructed by the Engineer, the Contractor shall clear blocked side drains and/or outfall drains to a free-flowing condition. The work shall consist of but not be limited to:

- Stripping and removal of extraneous material including vegetation and roots to spoil
- Carting away and spreading any spoil to the satisfaction of the Engineer, and
- Reshaping the drains to a free-flowing profile.

817.3 Cleaning of Hydraulic Structures

Where instructed by the Engineer, the Contractor shall clean the existing hydraulic structures by removing all undesirable material in the structures to ensure they are clean and free flowing. The Contractor shall dispose of all the silt and other undesirable material to spoil. After the cleaning out of structures, the Contractor shall be responsible for maintaining the hydraulic structures in a clean condition for the duration of the Contract.

817.4 Removal of Existing Pipes, Inlet and Outlet Structures

The Contractor shall remove existing concrete pipes where instructed by the Engineer including bedding, surround, inlet and outlet structures. Concrete shall be disposed of as directed by the Engineer. Masonry structures where in a good condition shall be preserved to reuse as may be directed by the Engineer. Additional material shall be added to the void left after removal of these pipes and structures and shall be carefully compacted to 100% MDD (T99). The void shall then be preserved for placement of any new pipes or construction of new structures.

The existing inlet and outlets structures, where in good condition, and reusable as beds to pipe extensions, shall not be removed. Any such structures removed without the Engineer's approval shall be restored to the original condition at the Contractor's expense.

817.5 Extension of Existing Pipes

Where shown on the drawings or instructed by the Engineer, the Contractor shall extend the existing concrete pipes. Part of the existing pipe surround shall be broken and concrete collar constructed as shown on the drawings. The extension shall be backfilled to the same standards as for new pipes.

817.6 Chute drain for High Embankment Sections

(a) Scope

This work shall consist of construction of chute drain on the slope of the road embankment including erosion protection works at the locations and to dimensions shown on the Drawings or as directed by Engineer. The schedule of works shall be so arranged that the drains are completed in proper sequence with roadway to ensure that no damage is caused due to lack of drainage.

(b) Materials

The drains shall be of half round pipe of 600 mm dia. formed by joining pre-cast semi-circular RCC sections at site as shown in the drawings. The RCC work shall conform to the relevant clauses of these specifications.

The toe wall below ground level shall be of brick masonry in cement mortar 1:4 or plain cement concrete of class 15/20, as shown on the Drawings.

Dumped riprap for erosion protection at ground level shall be hard, unweathered and durable rubble stone of size 150 mm to 250 mm.

(c) Construction Operations

Excavation for fixing drain sections at the locations where the chute drains are to be installed, a semi-circular cut on the side slope of the embankment along the line of the chute drain shall be made in such a way that the RCC drain sections could be fixed snugly with their edges flush with the adjoining embankment slope. The sloping bed of the drain shall be to a regular line and suitably compacted to provide a firm bed.

817.7 Stone Masonry and Concrete Paving

(a) Description

The work shall consist of construction of lined ditches, stone paved shoulders, hard strips, chutes, toe walls, retaining walls, slab culvert walls, head walls, wing walls, aprons and slope protection works using natural stones for stone related masonry and precast concrete blocks for concrete block masonry set in cement mortar.

(b) Materials

(i) Stones

Stones used shall be hard and durable without weak seams or cracks and of rectangular shape. The Los Angeles Abrasion Value shall not exceed 50. The apparent specific gravity shall not be less than 2.2 and water absorption when tested in accordance with AASHTO T85 shall not exceed 5 percent.

(ii) Concrete Blocks

Concrete blocks for concrete block masonry shall be precast from Class 20/20 concrete while those used for paving shall be in Class 25/20 concrete. The blocks shall, in general, have the length, width and height in the proportion of 3:1.5:1 or as ordered by the Engineer. The blocks shall be moist cured for at least 7 days, and kept under cover for another 21 days in the casting bed before being lifted for use in the works. The blocks when tested flat after 28 days of casting shall have a compressive strength not less than 125 percent of the cylindrical compressive strength specified for the class of concrete used.

(iii) Mortar

The mortar shall be made of a mixture of cement and sand in the proportion of one cement to three sand. Cement shall be Portland cement conforming to AASHTO M85, Type I or II. The sand shall be crushed stone or natural sand or a combination thereof conforming to AASHTO M45. Water added shall be just adequate for making a workable mix and shall be subject to the approval of the Engineer.

(c) Construction Requirements

(i) Stone Masonry

The stone masonry shall be used for walls of different types above the ground level. The stones shall be of regular shape with length of any stone not exceeding 3 times its height, with the breadth on the bed not less than 150 mm nor greater than three quarters of the thickness of the wall. Unless otherwise directed, the stone shall have thickness not less than 150 mm.

All stone possessing bedding planes shall be laid with its natural bed as nearly as possible at right angles to the direction of the load, and in case of arch rings, the natural bed shall be radial.

Each course shall present a uniform horizontal line of more or less equal height. Vertical joints shall be broken by the adjoining courses. All joints shall be sufficiently thick to prevent stone to stone contact and shall be completely filled with mortar. On the exposed face no part of the masonry shall deviate from the general line of the wall by more than 20 mm.

Walls of stone masonry shall be provided with weep holes as shown on the Drawings or directed by the Engineer. In continuous long structures, expansion joints shall be formed as shown on the Drawings subject to a minimum spacing of 10 m.

All face joints shall be finished almost flush with the surface of the work without covering the stones. The top surface of all walls shall be provided with 20 mm thick cement mortar coping with a crossfall for shedding rainwater.

Newly laid masonry shall be protected against the harmful effects of weather and cured for a minimum period of 4 days. All visible surfaces of the masonry shall be clean and free from mortar stains and other blemishes.

Backfill behind the stone masonry walls shall be placed only after the masonry work has been in place for at least 14 days or as directed by the Engineer.

(ii) Grouted Stone Riprap

This type of masonry that is constructed in a single layer over a bed of mortar shall be used for shoulder paving, hard strips, aprons, drainage chutes, lined ditches and slope protection. The stone shall be of regular shape and uniform thickness. Prior to laying of the stone, the base shall be brought to regular shape and levels, watered and well compacted. Where this type of masonry is to be used for paving shoulders or for carriageway widening of the existing roads, the base shall be slightly loosened, watered and compacted to 95% MDD prior to application of the riprap. The stone shall be placed over a bed of mortar about 20 mm thick. After placement of the stones by hand, all the joints shall be completely filled with cement mortar. The finished work shall present a uniform surface with no point deviating from the general line by more than 10 mm in the case of shoulder paving, and hard strips, and not more than 25 mm in other cases. The finished work shall be protected against the adverse effects of weather and cured for at least 4 days.

(iii) Dry Stone Riprap

This work shall consist of placing 150 mm to 300 mm size rubble stone on the front side of cut-off walls of culverts and Irish Crossings as erosion protection measure. The dimensions of the riprap construction shall be as shown on the drawings or as directed by the Engineer. The stone used shall be of hard and durable type as are used for stone/boulder masonry. The stone shall be so placed that major hollow spaces are avoided.

(d) Measurement and Payment

(i) Stone Masonry

The quantity to be paid will be measured by volume in m³ of stone masonry complete in place and accepted. In computing the volume for payment, the dimensions used will be limited to those shown on the Drawings or ordered in writing by the Engineer.

No deductions will be made for weep holes, drainpipe or other openings of less than 0.2 m² in the area. The cement mortar coping on top of the wall shall be included in the measurement for stone masonry.

If the masonry is for heightening or lengthening an existing wall, the work of removing the plaster, if any, on the old wall including roughening of the surface to effect good bonding shall be considered incidental to the work and shall not be paid for separately.

The quantities of excavation below ground level and backfilling will be measured as structural excavation.

(ii) Grouted Stone and Dry Stone Riprap

Grouted Stone Riprap shall be measured by m² of completed and accepted work placed to the specific thickness. Measurement shall be limited to the dimensions shown on the Drawings or as otherwise authorised by the Engineer. No measurement shall be made of unauthorised areas or for extra thickness. Toe walls and cut-off walls below ground level shall be measured in m³ and paid for as Boulder Masonry.

Where the rip-rap is used for shoulder paving or for widening carriageway of existing road, the bed preparation shall be measured as sub-grade preparation in accordance with Clause 508 of the Standard Specification. In all the other cases, slope and bed preparation shall not be measured for payment but will be considered subsidiary to the pay item.

Dry Stone Riprap shall be measured as placed in position in m³. Any excavation for making space for placing the riprap shall be measured as common excavation in accordance to Clauses 504 and 505 of the Standard Specification.

(iii) Payment

The amount of completed and accepted work as measured will be paid for at the bid unit prices per m³ for “Stone Masonry”, “Dry Stone Riprap” and “Grouted stone riprap”, used for shoulder paving, hard strips, ditch lining, aprons, drainage chutes and slope paving. These prices shall be in full compensation for furnishing and placing all materials, and for all labour, equipment, tools and incidentals necessary for completion of the work complying with the specifications.

Add the following to Clause 819 of the Standard Specification:

819.1 Repair of Drainage Spouts

The repair of drainage spouts shall be made by cleaning of the existing drainage pipes of all muck and replacing the broken pipes or by providing new drainage spouts in cases where the same have not been provided.

(a) Materials

- (i) Ordinary Portland cement KS 1825
- (ii) Aggregates conforming to BS 5328
- (iii) GI Pipes
- (iv) Paint.

(b) Equipment

- (i) Welding equipment
- (ii) Painting brushes
- (iii) Miscellaneous construction equipment

(c) Procedure

The existing drainage spouts shall be cleaned of all muck. The new GI drainage spouts shall then be replaced for the damaged spouts as per the detailed drawings.

In case where drainage spouts have not been provided, the RCC kerb shall be cast after fixing new pipes as per the detailed drawings. The casting of concrete and fixing of pipes shall be made as per the standard practice.

The GI drainage spouts shall be painted with black anticorrosive paint of approved brand and manufacture to give an even shade.

The existing reinforcement shall be realigned and additional reinforcement shall be provided as per the drawings or as directed by the Engineer.

Concrete shall be mixed and laid as per the standard practice and as per the drawings. For bonding old concrete with the new concrete, the old concrete surface shall be painted with epoxy bonding agent or polymer cement slurry before the concreting is cast.

820 Measurement and Payments for Additional Items

(a) Item: Concrete for top 50 mm or 80 mm bedding and surround for culverts cast in situ.

Unit: m³

The rate for concrete for each size of culverts instructed shall include for the cubic metre of the top 50 mm or 80 mm of concrete for bedding and surrounds, as instructed, calculated from the dimensions on the drawings or as directed by the Engineer.

The rate for concrete for bedding and surrounds for culverts cast in situ shall include for the cost of providing and placing the concrete and complying with Clauses 809, 810, 814, 819 and 1713 of the Standard Specification.

No extra payment shall be made for provision of inflatable forms and other requirements for casting culverts in-situ and the Contractor shall be deemed to have provided for these in his rates.

(b) Item: Cleaning and grading the existing outfall and metre drains

Unit: m³

Cleaning the existing drains shall be measured by the volume instructed. The volume shall be the product of the cross-sectional area of the material to be removed from the drain and the length instructed.

(c) Item: Removal of material from existing side drains

Unit: m³

Cleaning of the existing drains shall be measured by the volume instructed. The volume shall be the product of the cross-sectional area of the drain to be cleaned and the length instructed. Payment will not be made under this item where the material can be removed in conjunction with bulk earthworks.

(d) Item: Removal of the existing pipes

Unit: m³

Removal of the existing pipes shall be measured by the length of culvert removed. It shall include for breaking out where necessary and carting of the removed culvert and surrounds to spoil or stockpile as shall be directed by the Engineer. It shall also include all the costs of complying with the requirements of Clause 817.3.

(v) Item: Demolition of inlet and outlet structures

Unit: m³ of concrete or masonry

Demolition of inlet and outlet structures shall be measured by the volume of concrete or of masonry structures demolished. There will be no distinction between reinforced and un-reinforced concrete structures. The rate shall include for disposal of concrete and reuse of masonry as directed by the Engineer. Stone pitching shall not be measured separately and where it is to be removed shall be treated as normal site clearance.

(w) Item: Cleaning the existing hydraulic structures

Unit: m³

Cleaning of the existing hydraulic structures shall be measured by the volume of material removed. The rate shall include for the cost of removing all undesirable material, transporting and disposing off as well as the additional costs of gaining access to the structures as specified and maintaining the structures in a clean condition.

(x) Item: Concrete collar

Unit m³

Reinforced concrete collars shall be measured by the volume of concrete placed as shown on the drawings or instructed by the Engineer.

Where the existing culvert which is to be extended has a concrete surround, the rate shall also include for removal of this surround for the length of the collar to be placed around the existing culvert.

In all cases the rate shall also include for excavation below the culvert and the preparation and compaction of the in-situ material to form a bed for the collar.

821 Cement Mortared Stone Masonry Walls

Masonry walling shall be constructed with sound clean stone with a minimum width of 200 mm. The stone shall have a fair finish. The stone shall be individually placed to break joint and to provide a minimum of voids. The stone shall be wetted and jointed in a 3:1 (sand: cement) mortar. Exposed stone on the wall faces shall be cleaned of mortar by washing or wire brushing. The mortar shall be flush pointed to the approval of the engineer.

Weep holes shall be provided as instructed and shall be cleaned of mortar and any other clogging material that may have entered during construction.

The walling shall be protected from the weather and kept moist for a minimum of seven (7) days after completion.

822 Subsoil Filter Drains

The Contractor shall lay subsoil filter drains where shown on the drawings or instructed by the Engineer. The drain shall extend to the underside of the sub-grade or sub-base and shall consist of a perforated pipe wrapped in geotextile fabric as specified in the Standard Specifications and shown on the drawings. The pipe and fabric shall be laid on and backfilled with granular filter materials. The granular material shall comply with the requirements given in the table below.

BS Sieve Size	Percentage by mass Passing Sieve
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(mm)	Minimum	Maximum
37.5	100	100
20	85	100
10	50	100
5	35	90
1.18	15	50
0.600	5	35
0.150	0	5

823 Gulley Pots and Chambers

Where shown on the drawings or instructed by the Engineer, the existing roadside gulleys and gulley pots shall be adjusted before laying final wearing course such that there are no depressions around man holes, gulleys or chambers. The beds, frames and haunches shall be adjusted with concrete Class 20/20 true to line and level and to the satisfaction of Engineer.

824 Pedestrian Crossings

Where shown on the drawings or instructed by the Engineer, the Contractor shall construct pedestrian crossings across open drains. The crossing will be 2 m wide, with culverts located as directed by the Engineer. The pedestrian crossing shall be finished to the same standards as the adjacent footpath. Where there is no footpath, the crossing shall be finished with approach path comprising 150 mm gravel base with surface dressing similar to the adjacent shoulder as directed by the Engineer.

825 Measurement and Payment for Further Additional Items

(a) Item: Preparation of bed for concrete lined open drains

Unit: m²

The unit of measurements shall be the square metre of excavation trimmed to receive concrete lining. The rate shall include for all the excavation below the finished line of the drain, providing and laying of gravel bed, and compacting and shaping to the line and level required to receive the concrete lining.

(b) Item: Cast in situ concrete chutes

Unit: m³

Cast in situ shall be read as "Pre-cast". Pre-cast concrete chutes shall be measured by the volume of concrete cast. The rate shall include for preparation of sides, laying, fixing and for complying with the requirements of Sections 8 and 17 of the Standard Specification.

900 PASSAGE OF TRAFFIC

903 Maintenance of Existing Road

Amend as follows:

The Engineer shall hand over the existing road to the contractor, in sections, at the commencement of the Contract for construction purpose. However, the Contractor shall be responsible for all repairs and maintenance of the entire road package for the duration of the Contract. The existing road is bituminous and the Contractor shall maintain it with asphalt materials or other materials similar to those of the existing pavement layers. The Contractor shall regularly inspect the road and carry out such repairs and maintenance to the satisfaction of the Engineer. If at any time the Engineer draws the Contractor's attention to a road section which requires maintenance the Contractor shall promptly repair the section. The Contractor shall be legally responsible for any accident or damage attributable to his failure to maintain the road.

Add the following to this clause:

903.1 Maintenance of Right of Way

Throughout the period of the Contract the Contractor shall at all times maintain public vehicular access to the right of way, within the right of way and from the right of way to all public and private land, as it was immediately prior to his commencement of the Works.

The Contractor may, on submission of written request to the Engineer, including a drawing, programme and specification, be given approval to operate:

- (a) A road diversion suitable for the road traffic and suitable width or
- (b) Traffic on a one-way system using manual coordinated direction control or automatic traffic lights having a secure source of power.

Applications for approval shall show every detail of the proposals including road construction cross section including pavement, surfacing, profile and drainage, road signing, communication between the ends of the controlled section lighting and the proposed period of operation.

One-way systems shall be provided with adequate sign posting and the Contractor shall limit delays to any traffic to the minimum and with the approval of the Engineer. The travelling public shall be notified by signs, of exceptional delay well in advance of the site of delay, as required by the Engineer.

Payment for temporary diversions, traffic provisions and maintenance of roadways shall be as provided in the Contract and as instructed by the Engineer.

904 Construction of Deviations

Add the following paragraph between the second and the third paragraphs of Item (a):

The Contractor shall programme his works in such a way that traffic shall not be required to pass over more than 1.5 km at any one time unless otherwise approved by the Engineer.

906 Passage of Traffic through the Works

Add the following to this Clause.

The Contractor shall be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made for any expenditure on traffic control. Should the Contractor propose any other method of passage of traffic including construction of traffic deviations and use of the existing roads the Contractor shall investigate the alternatives, construct and maintain them to the satisfaction of the Engineer. The Employer shall not be liable for investigations or costs arising from the alternatives methods of traffic control proposed by the Contractor. Deviations or other measures for traffic

control where proposed by the Contractor shall meet the requirements of the specifications and drawings and be approved by the Engineer.

The Contractor shall ensure that the workforce and site supervisory staff at all times wear high visibility garments when work is carried out on or adjacent to a section of the road open to traffic. The Contractor shall ensure that the supervisor or person in charge of the work force is readily recognized from the rest of the workforce. In addition, the Contractor shall provide a full-time traffic safety officer to coordinate aspects of road safety for the whole site.

The Contractor shall be deemed to have included all costs related to employing the traffic safety officer and for all the duties performed by him in his rate for passage of traffic.

912 Measurement and payment

(a) Item: Construction of Deviation

Amend as follows:

The rate for construction of deviation shall include provision, placing, forming and compaction of gravel sub-base, stone base and bituminous wearing courses.

(b) Item: Provide and Maintain Road Signages

Unit: Lump Sum

Payment of the lump sum shall be through equal monthly instalments over the period of the Contract on a pro rata basis subject to the approval of Engineer.

(b) Item: Maintain existing Roads and deviations

Unit: Lump Sum

Payment of the lump sum shall be paid per kilo metre length the period of the Contract, excluding the Defects Liability Period provided that the total sum of instalments paid shall not exceed the lump sum; and

- (i) If any month the Engineer is not fully satisfied that the Contractor has fully complied with all the provisions of this sub-section, the Employer shall withhold the whole of the instalments due to the Contractor and the Engineer shall, in addition, deduct from any monies due to the Contractor a sum of Kshs 150,000 per day for the period of non-compliance from the date of the Engineer's notice for that month.
- (ii) Where notified by the Engineer the contractor shall complete maintenance on a section or sections of the road so notified within 14 days. Provided further that, if the Contractor fails to complete maintenance on any section within 14 days of the Engineer's notification thereof, the Engineer shall deduct Kshs. 200,000 for delay per day.

(c) Item: Reinstatement of Deviations

In the first paragraph of Clause 912 (h), delete the words "by the lump sum stated in the Special Specification" and replace with 'as described under Item 9.04 of the Bill of Quantities'.

1200 NATURAL MATERIAL FOR SUB-BASE AND BASE

1201 MATERIAL REQUIREMENTS

Natural materials for base and subbase shall conform to the specifications given in Section 12 of the Standard Specifications for Road and Bridge Construction for cement and lime improved base and subbase.

1202 MEASUREMENT AND PAYMENT

Natural material for subbase and base shall be measured by the cubic metre placed and compacted upon the road calculated as the product of the compacted sectional area laid and the length.

Measurement and payment of natural materials for subbase shall be in conformity with Method A of the Standard Specification with the following amendment

Delete “Free haul of 1.5km” whenever it is referred to under this Clause. No separate payment shall be made for overhaul in this contract.

1300 GRADED CRUSHED STONE BBASE

1303 Material requirements

The material for graded crushed stone Sub-base shall comply with requirements for base stone Class B 0/40. After compaction and compliance with the requirements of Clause 1403 of this specification below, the Sub-base/Base graded crushed stone material shall have a maximum of 8% of particles smaller than 0.075 mm and the resultant layer shall comply with all requirements of Section 13 of the Standard Specification.

The crushing ratio for all graded crushed stone pavement materials shall be minimum 100%.

1306 Laying and Compacting Graded Crushed Stone Sub-base

Graded crushed stone shall be laid by a paving machine.

Add the following to this section:

1311 In Situ Reprocessing of Graded Crushed Stone

In pavement reconstruction sections with an existing graded crushed stone base, the existing graded crushed stone shall be used in pavement and shoulder construction. The bituminous layer shall be removed to spoil or for recycling as instructed by the Engineer, leaving in place the existing graded crushed stone base in situ. After removal of surfacing, the graded crushed stone shall be jointly inspected by the Engineer and Contractor and any contaminated material re-used in earthworks, deviations or disposed off in manner approved by the Engineer. Where the contaminated layer extends into a lower pavement layer, the Existing sub-base or sub-grade layer shall be reworked and re-compacted before reprocessing the graded crushed stone layer. Before addition of any stone material the existing surface shall be lightly compacted to remove undulations and levels taken. The Contractor shall confirm the grading of the stone material and shall add imported material, mixed in such a manner that the reprocessed material shall comply with the requirements of Clause 1303 of the Standard Specification. The material shall be scarified, mixed, watered, spread and compacted as sub-base or base in the carriageway and/or shoulders as shown on the drawings or directed by the Engineer.

1400 CEMENT TREATED MATERIALS

1403 Cement Treatment

Cement for improvement shall be Ordinary Portland Cement complying with Clause 207 of the Standard Specification. The cement content of the improved graded crushed stone material will be in the range of 1% to 2% by weight. The actual cement content requirement will be determined on site as directed by the Engineer after laboratory and site trials.

14A LEAN CONCRETE

14A/04 Mix Requirements

(i) Proportions

The ratio of cement to aggregate shall be 3% by weight (including any absorbed moisture but excluding free water in the aggregate).

14A/05 Method of Construction

(i) Curing

Add the following to this Clause:

The lean concrete shall be protected from injuries action by sun, rain, flowing water, frost, or mechanical injury. At completion of finishing and at the time the concrete surface has hardened enough to prevent the surface being marred by the curing material it shall be cured by one or more of the following methods:

Moist Curing: Wet the concrete surface with a fine spray of water and cover with water proof paper, polythene-coated burlap, or polythene sheeting. Thoroughly saturate polythene-coated burlap with water before placing. Select size of sheets that are at least 300 mm longer than necessary to cover the entire width and edges of base. Place sheets with light coloured side up. Overlap adjacent sheets not less than 300 mm with the lapped edges securely weighed down or the sheets lapped 150 mm and cemented or tampered to form a continuous cover and closed joint. Place the weight on the cover down to prevent displacement or billowing from winds. Fold coverings down over the exposed edges and secure with a continuous bank of earth or other approved means. Use covers in good condition when placed and immediately repair tears and holes they occur during the 7-day curing period.

Liquid Membrane-forming Compound Curing: Apply compound immediately after surface loses its water sheen and has a dull appearance. The curing membrane method should conform to AASHTO M 148. Mechanically agitate curing compound during use. Apply at maximum rate of 5.0 square meters per litre of compound. If compound lacks uniform continuous coherent films or exhibits checks, cracks, peels, or pinholes, apply an additional coat of compound to areas where films is defective. Have readily available impervious sheet curing for use to protect freshly placed concrete in the event that conditions occur to prevent correct application of compound at the proper time. Re-spray surfaces with curing compound after rainfall. Apply at the same rate required above.

The concrete surfaces shall be protected from foot and vehicular traffic and other sources of abrasion for a minimum of 72 hours. The curing method adopted shall be maintained for the entire curing period.

14A/08 Measurements and payment

(a) Item: Curing lean concrete

Unit: m²

The unit of measurement shall be the area of surface cured satisfactorily. The rate shall allow for complying with Section 14A of the Standard Specification.

1500 BITUMINOUS SURFACE TREATMENTS AND SURFACE DRESSING

1502B Materials for Prime Coat and Tack Coat

- (i) The binder for prime coat shall be MC 70 cutback bitumen. This shall be applied over granular surface to receive any bituminous layer.
- (ii) The binder for tack coat shall be K1-60 bitumen emulsion. This shall be applied over bituminous surface to receive further bituminous layer. A tack coat shall also be applied on prime coat, which has lost its adhesive properties due to contamination, long exposure or weathering before receiving bituminous layer. Such an application shall be made without additional expenditure by the Employer, unless it is required due to reasons outside the Contractor's control.

1504B Spraying of Prime Coat and Tack Coat

- (i) The rate of application of prime coat shall be from 1.0 to 1.2 litres/m². The exact quantity to be applied may be varied within these limits to suit field conditions and will be determined from trials by the Contractor and approved by the Engineer.
- (ii) The rate of application of the tack coat on bituminous surface shall be 0.3 to 0.8 litres/m². The exact quantity to be applied may be varied within these limits to suit field conditions and will be determined from trials by the Contractor and approved by the Engineer.

1502C Materials for Surface Dressing

(a) Binder

The binder shall be 80/100 penetration bitumen.

(b) Chippings

- (i) Hardness, soundness, shape and cleanliness

Stone for surface dressing on the carriageway and shoulders shall be class 1. Should it be necessary and in the Engineers opinion to clean chippings before laying, the Contractor will wash the chippings to the satisfaction of the Engineer and no extra payment will be made for this operation.

1503C Rate of Application of Binder and Chippings

Rates of spray of bituminous binder and spread rates for chippings shall be as stated in the relevant items in the Bill of Quantities or as instructed by the Engineer. The exact rate to be applied may be varied to suit field conditions and will be proposed by the Contractor for the agreement of the Engineer.

Should any change occur in the nature of source of chippings or binder, the Contractor shall advice the Engineer accordingly who will then decide if new field trials are necessary and if any revisions are required to the spray and spread rates.

Payments for binder and chippings will be based on instructed rates.

1505C Pre-coated chippings

Where shown on the drawings or instructed by the Engineer, chippings used for surface dressing shall be pre-coated. The bituminous binder used for pre-coating shall be A3 anionic bitumen emulsion.

The chippings shall be completely coated with the binder at a nominal rate of 0.4% - 0.8% by dry weight of chippings. The actual rate of application should be as instructed by the Engineer following the Contractor's field trials.

The mixing plant shall comply with the requirements of Clause 1603A, Parts (a) and (b), of the Standard Specification.

The binder shall be heated so that it can be distributed uniformly and care shall be taken not to overheat it. The temperature shall at no time exceed 35°C.

The chippings shall be washed (if necessary) dried and heated so that they are mixed at a temperature of between 20°C and 35°C. The binder shall be introduced in the mixer in the amount specified and the materials mixed until a complete and uniform coating of the chippings is obtained.

Should any change occur in the nature of source of chipping or binder the Contractor shall advise the Engineer accordingly who will then decide if new field trials are necessary and if any revisions are required to the spray and spread rates.

1508C Application of Surface Dressing

At the joint between the shoulder and carriageway, each layer of surface dressing on the carriageway shall be extended 100 mm into the shoulder. In like manner each layer of surface dressing on the shoulder shall also be extended 100 mm into the carriageway. The Contractor shall allow in his rates for this overlap. No additional payment will be made for either the binder or the chippings when complying with this requirement.

1509C Aftercare and Control of Traffic

Surface dressing shall not be trafficked for at least seven (7) days. Where the surface dressing is to be applied to new asphalt concrete, a minimum period of 72 days must elapse before commencing the surface dressing.

1511C Measurement and Payment

(c) Item: Pre-coated chippings

Unit: m³ of each nominal size of each class

Pre-coated chippings shall be measured by the cubic metre of each nominal size for each class calculated as the product of the area in square metres instructed to be covered and the reciprocal of the instructed rate of application in m² per M³ or the actual rate of application in m² per m³ whichever calculation gives the lower volume.

The rate for chipping shall include for the cost of providing and hauling the chippings and bitumen pre-coating the chippings with bitumen at the instructed rates, spreading and rolling the chippings at the instructed application rate, all hauls as necessary and complying with parts A and C of Section 15.

1600 BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES

1600A GENERAL

1603A Construction Plant

(a) Compaction Plant

To achieve specified densities, it is expected that vibrating rollers will be required to achieve satisfactory results. It is essential that thorough pre-construction trials be carried out to ensure that the vibrating rollers are set up at the optimum amplitude and frequency for the material being laid that they do not break down aggregate particles and that the optimum compaction temperatures are established to allow compaction without creating ripple effects or other distortions of the surfacing.

1606A Site trials

Delete the second paragraph and insert the following:

The trials shall be carried out to:

- (a) Test materials designed in the laboratory so that a workable mix, which satisfies the specified requirements can be selected.
- (b) Enable the Contractor to demonstrate the suitability of his mixing and compaction equipment to provide and compact the material to the specified density and to confirm that the other specified requirements of the completed asphalt pavement layer can be achieved.

Renumber paragraph 5 from “(v)-(vi)” to read “(v)-(viii)”.

1607A Mixing of Aggregates and Bitumen

Delete the second and third paragraphs and then add the following:

The aggregates minus the filler prepared as specified above shall be accurately weighed and conveyed into the mixer in proportionate amounts of each aggregate size required to meet the job-mix formula. The required amount of bitumen for each batch shall be introduced into the mixer in batch mixing. The bitumen shall be added after the aggregates have been introduced into the mixer and mixed for 5 to 10 seconds. The filler shall be added after the bitumen and mixing shall continue after addition of the filler for at least the time recommended by the plant manufacturer or as much extra time as is necessary to obtain a homogenous mixture but for no longer.

The Aggregates and bitumen shall each be heated to enter the mixing chamber at temperatures selected within the range 150 °C to 170 °C. The temperature of the stone at entry to the mixing chamber shall not be more than 15 °C higher than that of the bitumen; the temperature of the bitumen shall be such that on entry to the mixer its Kinematic viscosity is in the range of 150-300 centistokes. The temperature of the aggregate and bitumen at entry into the mixing chamber shall be chosen within the above limits and having regard to the prevailing air temperature and haulage distance to ensure that the temperature of the mix is not less than 135°C when it is laid and not less than 120°C when rolling is commenced. If excessive displacement occurs under the roller the minimum rolling temperature may be reduced at the sole discretion of the Engineer.

The volume of the aggregates and bitumen shall not be so great as to extend above the tips of the mixer blades when the blades are in vertical position. All overheated and carbonized mixtures which form or show indication of moisture will be rejected. When moisture is detected in the finished mixture, all aggregates in the bins shall be removed and returned to the stockpiles.

1608A Transporting the Mixture

Delete the entire clause and replace it with the following

The mix shall be transported from the mixing plant to the spreader in truck having tight, clean smooth beds, which have been treated to prevent adhesion of the mixture to the truck bodies. Gasoline, Kerosene, diesel fuel or other solvent shall not be used for this purpose. Loads shall be covered by waterproof canvas or metal sheets during wet weather. Vehicles shall be insulated when the air temperature and/or length of haul make this necessary to maintain the temperature between specified limits. Any loads wetted excessively by rain will be rejected. Hauling over freshly laid material will not be permitted.

1609A Laying the Mixture

Add the following paragraphs:

Mixtures that have a temperature of less than 135°C when dumped into the paver will be rejected. The paver shall be adjusted and the speed regulated so that the surface of the course will be smooth and the course of such depth shall be such that, when compacted, it will conform to the cross-section shown on the drawings. Lanes shall be parallel to the road centreline.

All joints shall present the same texture, density and smoothness as other areas of the surfacing. The joints between old and new lanes or sections shall be carefully formed in such a manner as to ensure a continuous bond between the old and new pavement. All contact surfaces at cold joints, and joints with structures including manholes and pits shall be coated with a thin and uniform coat of MC 70 or other medium curing bitumen.

1610A Compaction

Add the following paragraphs:

Tests for conformity with the smoothness and levels specified shall be made by the Contractor immediately after initial compaction and any deviations in excess of the specified tolerances shall be corrected by loosening the hot surface with rakes and removing or adding materials as necessary before continuing the rolling. The speed of the rollers shall not exceed 5 km/h and shall at all times be slow enough to avoid displacement of the hot mixture. Any displacement of the mixture, occurring as results of reversing the direction of the rollers, or from any other cause, shall be corrected at once by loosening the surface with rakes and re-rolling. Rolling of the surfacing shall be continued until all roller marks are eliminated and the required density is obtained.

The rollers shall not be permitted to stand on surfacing which has not been fully compacted. Precautions shall be taken to prevent the dropping of oil, grease, gasoline or other foreign matter on any layer.

The Contractor shall provide competent workmen who are capable of performing all work incidentals to the correction of all surfacing irregularities.

After final rolling, no vehicular traffic of any kind shall be permitted for at least 24 hours.

1611A Finishing Joints and Edges

Add the following to this clause:

Construction joints in the various pavement layers shall be staggered by at least the following distances

- (a) Joints in Binder Course relative to joints in Wearing Course: 500 mm
- (b) Joints in Dense Bitumen Macadam base relative to joints in Wearing Course: 400 mm

The contractor shall produce a plan showing all pavement construction joints for approval by the Engineer before pavement construction commences.

Transverse joints in Dense Bitumen Macadam Base Binder and Wearing Course shall be staggered by at least 500 mm. The roller shall pass over the unprotected end of the freshly laid mixture only when laying of the surfacing is to be discontinued for such length of time as to permit the mixture to become cold. Otherwise 500 mm at the end of the lane shall be left uncompacted.

Cold transverse joints shall be cut back to expose an even, vertical surface for the full compacted thickness of the course and painted with medium curing cutback bitumen as specified above. The fresh mixture shall be raked uniformly against the joint and carefully compacted to ensure a good bond with the cold material.

The Contractor shall adjust any kerbs, gulley pots and chambers in accordance with final finished road level before laying the final Wearing Course.

1614A Tolerances

Add the following at the end of the second paragraph:

Passing sieves between 1.0 mm and 0.075 mm sizes, +3% by total weight of dry aggregate including mineral filler

Passing 0.075 mm sieve, +2% by total weight of dry aggregate including mineral filler

1600B ASPHALT CONCRETE FOR SURFACING

1602B Materials for Asphalt Concrete

(a) Penetration grade bitumen

Delete sub-section (a) and replace with the following:

Bitumen shall be penetration grade, and shall meet the requirements of Table 4.3 in ORN 19 as summarized below:

Table 4.3 (ORN 19) Minimum requirements for penetration grade bitumen

Test, based on Original Bitumen	Test Method (ASTM)	Penetration Grade		
Penetration at 25°C	D5	40/50	60/70	80/100
Softening point (°C)	D36	49-59	46-56	42-51
Flash point (°C) (Min)	D92	232	232	219
Solubility in trichloroethylene (%) (min)	2042	99	99	99
TFOT heating for 5h at 163°C:				
(a) Loss by mass (%), (Max)	D1754	0.5	0.5	0.8
(b) Penetration (% of original), (Min)	D5	58	54	50
(c) Ductility at 25°C, (Min)	D113	~	50	75

The bitumen for asphalt concrete works shall 80/100 grade.

(c) Mineral Filler

(i) Under this sub-clause in the Standard Specification, rename Table 16B-1 as 16B-1 (a)

(ii) Add the following

The coarse aggregate shall entirely be crushed rock from a source known to give high values of stability (>9 kN) in the Marshall Test. Crushed river gravel shall not be used. Aggregate shall be Class “a” meeting the requirements given in Table 16B-1 (b) below.

Table 16B-1 (b) Requirements for coarse aggregate (retained on 6.3-mm sieve)

Property	Test	Property
Cleanliness	Sand equivalent for <4.75 mm fraction (Material passing 0.425 sieve) Plasticity index ² Linear shrinkage	>40 <4 <2
Particle shape	Flakiness index (FI) ³	<25
Strength	Aggregate Crushing value (ACV) ⁴ Aggregate impact value (AIV) ⁴ 10% FACT (dry) KN ⁴ Los Angeles Abrasion (LAA) ⁵	<25 <25 >160 <30
Abrasion	Aggregate Abrasion Value ⁴	<12
Soundness ⁷	Sodium Sulphate Soundness (SSS): Coarse aggregate Fine aggregate Magnesium Sulphate Soundness (MSS): Coarse aggregate Fine aggregate	<10 <16 <15 <20
Polishing	Polished Stone Value	>60

Property	Test	Property
Water absorption	Water Absorption ⁶	<2
Bitumen affinity	Immersion Mechanical test: index of retained Marshall stability ⁸ Static immersion test ⁹ Retained indirect Tensile strength ¹⁰	>75 >95% coating retained >79% (at 75% VIM)

Key

1. AASHTO 1176
2. British standard 1377, part 2
3. British standard 812, part 105
4. British standard 812, parts 110 to 114
5. ASTM C131 and C535
6. British standard 812, part 2
7. AASHTO T104
8. D whiteoak (1990) (shell bitumen handbook)
9. AASHTO T182
10. AASHTO &283

The aggregates for bituminous mixes shall be stored in single sizes in separate bins or in areas covered with tightly laid wood planks, sheet metal, hard compact gravel, concrete or other hard and clean surfaces. The surfaces shall be self-draining, and in such a manner that will preclude the inclusion of foreign material. Aggregates of different grades and sizes and from different sources shall be stored in separate piles and if these piles are close together they shall be separated by bulkheads.

1603B Grading Requirements

The grading mixture of a coarse and fine aggregate shall be within and approximately parallel to the grading envelopes as given in table 16B-1(a) for 0/20 binder coarse. In addition, the material shall comply with the requirements below.

The Contractor shall investigate a number of gradings so that a worktable mix, which also retains a minimum of 3% voids in mix (VIM) at refusal density, is identified. As guidance towards identifying a suitable grading, recommendations are provided in Tables 16B-1(c) and (d)

Table 16B-1 (c): Superpave aggregate grading control point

Nominal Maximum Size (mm), (Note 1 below)	Sieve size (mm)	Control point (%passing)	
37.5	0.075	0	6
	2.36	15	41
	25.0		90
	37.5	90	100
	50	100	-
25.0	0.075	1	7
	2.36	19	45
	19.0		90
	25.0	90	100
	37.5	100	-
19.0	0.075	2	8
	2.36	23	49
	12.5	-	90
	19.0	90	100
	25.0	100	-
12.5	0.075	2	10
	2.36	28	58
	9.5	-	90
	12.5	90	100
	19.0	100	-

Table 16B-1 (d): Superpave boundaries of aggregate restricted zone

Sieve size within restricted zone	Minimum and maximum boundaries of Sieve size for nominal maximum aggregate size (minimum /maximum % passing)			
	37.5	25.0	19.0	12.5
4.75	34.7-34.7	39.5-39.5	-	-
2.35	23.3-27.3	26.8-30.8	34.6-34.6	39.1-39.1
1.18	15.5-21.5	18.1-24.1	22.3-29.3	25.6-31.6
0.6	11.7-15.7	13.6-17.6	16.7-20.7	19.1-23.1
0.3	10.0-10.0	11.4-11.4	13.7-13.7	15.5-15.5

Note (1): The definition of Nominal Maximum Size of aggregate is one sieve larger than the first sieve to retain more than ten per cent of the aggregate. It is also recommended that where possible that largest particle size should not be more than 25 mm so that the requirements of the marshal test can be complied with.

Mixes identified for compaction trials shall be manufactured to the laboratory design bitumen content and two other bitumen contents of + 0.5 % and 1.0% additional bitumen. Cores will be cut to determine the density of compacted material. The core will then be re-heated to 145±5°C in the appropriate mould and compacted to refusal in the vibrating hammer test. The cores cut from the compaction trial must have a density equivalent to 95% refusal density.

The compaction trials will identify a workable mix which can be made to bitumen content which gives 3% voids in mix (VIM) at refusal density.

1604B Requirements for Asphalt Concrete

The nominal binder content shall be 5.0% - 5.5% in addition to the requirements given in Table 16B-2 Of the Standard Specification. The maximum Marshall stability of the mix for 2x75 blows shall be 9 kN and, at compaction to refusal, it shall have 3% voids in mix (VIM).

In order to determine the suitability of a coarse aggregate source, a Marshall Test programme shall be carried out. It will be advantageous to use a crushed rock which is known from past experience to give good results in the test procedure. A grading conforming to the type I binder course detailed in Table 16B-1(a), 0/20, of the Standard Specification should be tested (but with 100% passing the 25 mm sieve) and it shall meet the requirements of Table 16B-2 of this specification.

Having established the suitability of the aggregate source several gradings shall be tested in the laboratory, including that used for the Marshall Test, to establish relationships between bitumen content and VIM at refusal density. For each mix, samples will be made up to a range of bitumen contents and compacted to refusal using a gyratory compactor and a vibratory hammer in accordance with BS 598 (Part 104:1989) with the following revision.

“It should first be confirmed that compaction on one face of the sample gives the same refusal density as when the compaction cycle is applied to both faces of the same sample. The procedure which gives the highest results shall be used”

From the bitumen content –VIM relationship, bitumen content which corresponds to VIM of 3% shall be identified. Compaction trial shall be undertaken to confirm the workability of the mix. At least two or more grading will be required for compaction trials. The compaction trials will identify a workable mix which can be to a bitumen content which gives 3% voids mix (VIM) at refusal density.

1605B Mixing and laying asphalt concrete

The temperature of the bitumen and aggregates when mixed shall be $110 \pm 3^{\circ}\text{C}$ above the softening point (Ring and Ball) of the bitumen.

Compaction shall commence as soon as the mix can support the roller without undue displacement of material and completed before the temperature of the mix falls below 90°C .

The minimum thickness of individual layers shall be as follows:

- | | | |
|-----|---------------------|-------|
| (a) | For 37.5 mm mix | 65 mm |
| (b) | For 25.0 mm mix | 60 mm |
| (c) | For 19.0 mm mix | 50 mm |
| (d) | For the 12.5 mm mix | 40 mm |

1606B Compaction

Rolling shall be continued until the voids measured in the completed layer are in accordance with the requirement for a minimum compacted density of 98% of Marshall Test Maximum Density or a minimum mean value of 95% of refusal density (with no value less than 93%) as appropriate.

1608B Sealing bituminous surface

After the Wearing Course has been trafficked and bitumen has hardened, the Wearing Course shall be sealed with 10/14 mm pre-coated chippings in accordance with Clause 1505C. The period of hardening will depend on the traffic level and should be such that the chippings will not become embedded in the wearing surface. The Contractor will propose and the Engineer will approve a section to be ready for sealing.

1700 CONCRETE WORKS

1703 Materials for Concrete

This work shall consist of placing selected approved material of 250 mm minimum diameter on the foundation put after excavation to receive levelling concrete in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the Drawings as directed by the Engineer.

(a) Materials

Selected rock: The selected rock boulders to be placed for this work shall be hard, sound and durable quarry stones as approved by the Engineer. Samples of the stone to be used shall be submitted to and approved by the Engineer before any stone is placed.

The maximum size of the stone boulders shall be 300 mm.

(b) Construction Method

After completion of the structural excavation the surface of the loose soil shall be levelled and compacted. Then the stone of the above sizes shall be placed in one layer of 250 mm over the compacted bed where the bottom slab will rest. Coarse sand shall spread to fill up the voids in the stone boulders, and compaction with vibratory compactors should be performed to make this layer dense whereon a concrete of levelling course shall be placed.

(c) Measurement and Payment

Measurement for the bedding materials shall be made in cubic metres for the completed and accepted work, measured from the dimension shown on the Drawings, unless otherwise directed by the Engineer.

Payment for the bedding Materials for Levelling Concrete Works shall be full compensation for furnishing and placing all materials, all labour equipment, tools and all other items necessary for proper completion of the work in accordance with the Drawings and specifications and as directed by the Engineer.

Add the following for fine aggregate

It shall also meet the following requirements.

Test	Test Method	Requirement
Fineness Modulus	AASHTO M6	2.0-3.5
Sodium Sulphate Soundness loss on 5 cycles	AASHTO T104	10% Max.
Friable particles content	AASHTO T112	1% Max.
Test for organic impurities	AASHTO T21	Lighter than standard
Sand equivalent	AASHTO T17	75% Min.
Fraction passing 75 micron sieve	AASHTO T27	5% by weight max. (10% max. for crusher dust)

Add the following for course aggregate

The coarse aggregate shall conform to the following quality requirements:

Test	Test Method	Requirement
Sodium Sulphate Soundness loss on 5 cycles	AASHTO 104	12% max.
Los Angeles Abrasion	AASHTO T96	40% Max.
Content of Friable Particles	AASHTO T112	1% by weight Max.
Soft Fragments and Shale	AASHTO M80	Max. 5% by weight
Flaky Pieces	BS 812	20% Max.
Elongated pieces	BS 812	20% Max.
Combined quantity of chlorides calculated as sodium chloride and sulphates as sodium sulphate	ASTM D1411	1000 ppm, Max.

Add the following to Clause 1703(g):

The water for mixing and curing concrete shall not contain solids and impurities more than the following permissible limits:

Impurities	Permissible Limits
Organic, mg/l	200
Inorganic, mg/l	3000
Sulphates (as SO ₄), mg/l	500
Chlorides (as Cl), for plain cement concrete work and 1000 mg/l for reinforced concrete work mg/l	2000

The pH value of work shall generally be between 6 and 8.

Add the following to Clause 1703:

(iii) Limits for Total Chemical Impurities in concrete

For reinforced concrete work the total chemical impurities collected from aggregates, cement, admixtures and water shall not exceed the following limits:

Impurities	Permissible limits of undesirable chemicals in concrete in percentage by weight of cement
Chlorides (as Cl ion), (%)	0.06
Sulphates (as SO ₃), (%)	4.0

1703a Levelling of Concrete for Bottom Slab Including Formwork Cost

This work shall consist of placing and levelling lean or blinding concrete Class 15/20 over the prepared bed of stone boulders in the foundation for bottom slab and wing walls in accordance with these specifications and in conformity with the lines, grades, thickness and typical cross-sections shown on the drawings unless otherwise directed by the Engineer.

(a) Materials for levelling concrete

Requirement for the concrete class 15/20 is specified as follows:

Design compressive strength, 28 days : 15 N/mm²
Maximum size of coarse aggregate : 20 mm

Maximum cement content : 300 kg/m³
Maximum water/cement ratio of 50% with slump of 80 mm

(b) Construction Method

The bed of stone boulders upon which the levelling concrete will be placed shall be smooth, compacted and true to the grades and cross-section shall be set to the required lines and grades.

(c) Measurement and payment

Measurement for levelling concrete (Class 15/20) shall be made in cubic metres completed and accepted levelling concrete work measured in place and which has been executed in accordance with the drawings and the Specifications.

Payment for this work shall include furnishing and placing all materials, labour, equipment and tools, and other incidentals to specifications and as directed by the Engineer.

1703b Reinforcement Bars for Walls and Slabs

This work shall consist of furnishing, fabricating and placing in the concrete of the bottom slab, top slab, median wall, sidewalls, wing walls and aprons, reinforcing bars of the quality, type and size in accordance with these specifications and in conformity with the requirements shown on the Drawings.

(a) Material

Reinforcement bars shall be deformed and shall meet the requirements of British Standard BS 4461, unless otherwise called for on the drawings or approved by the Engineer.

No reinforcement bar shall be delivered without a certificate guaranteeing the yield stress. The reinforcement bars shall be kept off the ground, free from dirt, oil, grease, or avoidable rust and stored within a building or provided with suitable covers.

If it is necessary for the Engineer to ascertain the quality of the reinforcement bars, the Contractor shall test the reinforcement bars, at his own expense, by the means as directed by the Engineer.

(b) Construction Method

(i) Bar Bending Schedule

The Engineer shall provide the Contractor with bending schedules showing the location types, sizes, bending dimensions and cut lengths of the reinforcement bars required to be fixed in the works.

(ii) Cutting and bending

Qualified men shall be employed for the cutting and bending and proper application shall be provided for such work.

Bars shall be cut and bent cold to the dimensions indicated and with equipment and methods approved by the Engineer.

Stirrups and tie bars shall be bent around a pin having a diameter not less than 15 times the minimum diameter of the bars. Bends of other bars, where full tension in the bar may occur, shall be made around a pin having a diameter not less than 7.5 times the bar diameter as shown on the drawing.

Reinforcing bars shall be accurately formed to the shapes and dimensions indicated on the Drawings, and shall be fabricated in a manner that will not be injurious to the materials.

(c) Placing

Reinforcing bars shall be accurately placed in proper position so that they be firmly held during placing of concrete.

Bars shall be tied at all intersections by using annealed iron wire 0.9 m or larger diameter or suitable clips.

Distances from the formwork shall be maintained, corrected by means of metal hangers, metal blocks, metal supports or other supports approved by the Engineer.

The Engineer shall inspect the formwork and reinforcement bars after placing. When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before casting concrete.

(d) Splicing and Joint

When it is necessary to splice reinforcement bars at points, position and methods of splicing shall be determined based on strength calculations and approved by the Engineer.

In lapped splices, the bars shall be lapped by the required length, and wired together at several points by using annealed iron wire larger than 0.9 mm.

When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before placing concrete.

(e) Joint

Exposed reinforcement bars intended for bonding with future extensions shall be effectively protected from injury and corrosion.

Oxyacetylene welding joint of reinforcing steel shall be carried out only if authorized by the Engineer in writing.

(f) Measurement and Payment

Bending and installation of reinforcement bars of piers and abutments shall be measured in terms of tonnes. The length of steel bar of each size will be shown on the drawings in which the bar length for splicing is excluded. In computing the weight to be measured, the theoretical weights of bars of the cross-section shown on the Drawings or authorized shall be used. These weights are given in the table below.

Bar Type and the Nominal Diameter in Millimetres	Weight of Bar in Kilograms per 12 m length of bar
Y10	7.40
Y12	10.66
Y16	18.95
Y20	29.60
Y25	46.30
Y32	75.80

1703c Formwork for Vertical Walls and Slabs

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Engineer all formwork shall be removed on completion of the walls and slabs.

(a) Materials

Formwork shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings.

All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Engineer.

(b) Construction Method

(i) Formworks

Formwork shall be designed to carry the maximum loads, which may be imposed and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After formwork has been set in correct location it shall be inspected and approved by the Engineer before the concrete is cast.

If requested, the Contractor shall submit to the Engineer working drawings of the formwork and also calculations to certify the rigidity of the formwork.

Unless otherwise described in the Contract, all form joints for exposed surfaces of concrete shall form a regular pattern with horizontal and vertical lines continuous throughout each structure and all construction joints shall coincide with these horizontal and vertical lines. PVC pipes of 50 mm diameter for weep holes shall be arranged as shown on the Drawings.

Unless otherwise specified, formwork shall be designed to form chamfers at all external corners whether or not such chamfers are shown on the Drawings to prevent cracks and other damage from arising.

The inside surface of forms shall be cleaned and coated with a releasing agent to prevent adhesion of the concrete. Release agents shall be applied strictly in accordance with the manufacturer's detailed instructions. The release agent shall be applied to the formwork prior to erection. Release agent must not come into contact with reinforcement. Immediately before concrete is cast, the formwork shall be thoroughly cleaned and freed from sawdust, shavings, dust, mud or other debris by hosing with water. Temporary openings shall be provided in the formwork to drain away the water and rubbish.

(ii) Scaffolding

All scaffolding required to support the formwork shall be designed and constructed to provide necessary rigidity and support the loads without appreciable deflection or deformation.

Details, plans and structural and flexural calculations for scaffolding shall be submitted to the Engineer for approval, but in no case shall the Contractor be relieved of his responsibility for the results obtained by use of these details.

(iii) Removal of formwork

The time at which the formwork is removed shall be the Contractor's responsibility and the formwork shall not be removed until the concrete strength has reached the strength to the approval of the Engineer

(c) Measurement and Payment

No measurement shall be allowed for formwork of temporary construction joints.

Payment for the formwork shall be incidental to the pay items of particular grade of concrete for furnishing, erecting, jointing all the formwork for the concrete including furnishings and applying release agent, and construction of the required scaffolding to support the formwork all conforming to the shape, lines, grade and dimensions of the structure as shown on the Drawings, all in accordance with the Drawings and as directed by the Engineer.

1703d Concrete Works to Vertical Walls and Slabs

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs in accordance with these specifications and in conformity with the requirements shown on the Drawings.

Concrete class 25/20 shall be used for Culvert walls and slabs.

(a) Concrete Materials

(i) Cement:

Cement shall be of Portland type and shall conform to the requirements of BS 12 or equivalent.

The Contractor shall select only one type or brand of cement. Changing of the type or brand of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval. However, approval of cement by the Engineer shall not relieve the Contractor of his responsibility to furnish concrete of the specified compressive strength requirements.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor's silo or storehouse shall not exceed more than two (2) months and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Engineer for his approval the result of quality certificate prepared by the manufacturer.

Whenever it is found out that cement has been stored too long, moist or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating or materials in amounts that could affect hydration, bonding, strength and durability of concrete.

Grading of aggregates shall conform to the requirements in the tables below.

(i) **Grading of Fine Aggregate**

Sieve Size (mm)	Percentage by Weight Passing
10	100
5	89 – 100
2.5	60 – 100
1.2	30 – 100
0.6	15 – 54
0.3	5 – 40
0.15	0 – 15

(ii) **Grading of Coarse Aggregates**

Size Coarse Aggregate	Amounts finer than each standard sieve percentage by weight							
	40	30	25	20	15	10	5	2.5
	100	~	~	90 100	~	~	30 - 69	0 - 10

Other requirements for aggregates are as detailed below.

(iii) **Fine Aggregates**

Fitness Modulus, AASHTO	M – 6
Sodium Sulphate Soundness, AASHTO T104:	Max. 10% loss
Content of Friable Particles AASHTO 112:	Max 1% by weight
Sand Equivalent, AASHTO T176:	Min. 75

(iv) **Coarse Aggregate**

Abrasion, AASHTO T96	Max 405 loss
Soft Fragment and shale, AASHTO M80:	Max. 5% by weight
This and elongated Pieces, AASHTO M80:	Max. 15%

(v) **Water**

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, vegetation matter and salt as determined by the Engineer.

(vi) **Admixture**

Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier. The Contractor shall not exclude the admixture from concrete proportions.

Chemical admixtures where permitted shall conform to the requirements of AASHTO M194. Unless otherwise specified, only Type A (Water reducing), Type B (Retarding), Type D (Water reducing and retarding), Type F (Water reducing, high range) or Type G (Water reducing, high range and retarding) shall be used.

Admixtures containing Chloride ion (Cl) in excess of one percent by weight of the admixture shall not be used in reinforced concrete.

A Certificate of Compliance signed by the manufacturer of the admixture shall be furnished to the Engineer for each shipment of the material used in the works.

(c) **Concrete class 25/20**

Concrete Class 25/20 shall be used for culvert walls and slabs. The requirements of concrete Class 25/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days:	25N/mm ²
Maximum size of coarse aggregates:	20 mm
Maximum water/cement ratio of 45% with slump of 80 mm	

(d) Proportioning Concrete

The Contractor shall consult with the Engineer as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the engineer.

(e) Concrete Work

(i) Batching

Batching shall be conducted by weight with accuracy of:

Cement	:	0.5 %
Aggregate	:	0.5 %
Water and Admixture	:	1 %

Equipment should be capable of measuring quantities within these tolerances for the smallest batch regularly used as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

(ii) Mixing and delivery

Slump of mixed concrete shall be checked and approved at an accuracy of +25 mm against designated slump in these specifications.

(iii) Concrete in hot weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (33°C) during casting operations.

(iv) Concreting at night

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated; such night work is subject to approval by the Engineer.

(v) Placing

In preparation of the placing of concrete, the interior space of formwork shall be cleaned and approved by the Engineer prior to casting concrete. All temporary members except tie bars to support formwork shall be removed entirely from the formwork and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is cast in the formwork.

(f) Measurement and Payment

Measurement for the Concrete Works Class 25/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the drawings. Payment for the Concrete Works (Class 25/20) of culvert walls and slabs shall be the full compensation for furnishings all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidentals necessary for the completion of the work in accordance with the Drawings and these specifications and as directed by the Engineer.

1704 Concrete Works of the Beams and Deck Slabs

1704.1 Description

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of the in situ beams and deck slab, including form F3 type finish, in accordance with Standard Specifications and in conformity with the requirements shown on the Drawings.

Concrete Class 30/20 shall be used for beams and slabs.

1704.2 Concrete materials

(a) Cement

Cement shall be of Ordinary Portland type and shall conform to the requirements of BS or equivalent.

The Contractor shall select only one type or brand of cement or others. Changing of the type of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval. However, approval of the cement by the Engineer shall not relieve the Contractor of the responsibility of furnishing concrete of the specified compressive strength requirements.

Conveyance of cement by chute bags shall not be permitted. Storage in the Contractor's silo or store house shall not exceed more than two (2) months, and the age of cement after submitting to the Engineer the result of quality certificate prepared by the manufacturer for his approval.

Whenever it is found out that cement have been stored too long, moist, or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating, or materials in amounts that could affect hydration, bonding, strength and durability of concrete. The aggregates should conform to BS 882.

Grading of aggregates shall conform to BS 812.

Other requirements for aggregates are as given below.

(i) Fine Aggregates

Fitness Modules	AASHTO M-6	2.3 to 3.1
Sodium Sulphate Soundness	AASHTO T104	Max. 10% loss
Content of Friable Particles	AASHTO 112	Max. 1% by weight
Sand Equivalent	AASHTO T176	Min.75

(ii) Coarse Aggregate

Abrasion	AASHTO T96	Max. 405 loss
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Soft Fragment and Shale	AASHTO M80	Max. 5% by weight
Thin and elongated pieces	AASHTO M80	Max. 15%

(c) Water

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, and vegetable matter and salt as determined by the Engineer.

(d) Admixture

Only admixture which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier.

The Contractor shall not exclude the admixture from concrete proportions.

1704.2.1 Concrete class 30/20

Concrete Class 30/20 shall be used for in situ beams and deck slabs. The requirements of concrete Class 30/20 are as detailed below unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 30N/mm²

Maximum size of coarse aggregates: 20 mm

Minimum cement content: 300 kg/m³, and

Maximum water/cement ratio of 45% with slump of 80 mm

1704.2.2 Proportioning Concrete

The Contractor shall consult with the Engineer as to the mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The contractor shall prepare the design proportions which has 120% of the strength requirements specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the Engineer.

1704.2.3 Concreting Work

(a) Batching

Batching shall be conducted by weight with accuracy of

Cement: ½ %

Aggregate: ½ %

Water and Admixture: 1%

Equipment should be capable of measuring quantities within these tolerances for the smallest batch regularly used as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

(b) Mixing and Delivery

Slump of mixed concrete shall be checked and approved against designated slump in these specifications. The time elapsing from when the water is added to the mix until the concrete is deposited in place at the site of the work shall not exceed thirty (30) minutes in case that the concrete is hauled in non agitative type trucks or carriers, or

more than sixty (60) minutes in case that it is hauled in truck mixers or other carriers with agitators.

(c) Concrete in Hot Weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (33°C) during casting operations.

(d) Concreting at Night

No concrete shall be mixed, placed or finished when natural light is insufficient unless an adequate approved artificial lighting system is operated, and such night work is subjected to approval by the Engineer.

(e) Placing

In preparation of the casting of concrete, the interior space of formwork shall be cleaned and approved by the Engineer prior to casting concrete. All temporary members except tie bars to support formwork shall be removed entirely from the formwork and not buried in concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the Engineer. The Contractor shall provide a sufficient number of vibrators to properly compact each concrete batch immediately after it is cast in the formwork.

1704.3 Concrete class 35/20

Concrete Class 35/20 shall be used for in situ beams and deck slabs. The requirements of concrete Class 35/20 are as detailed below unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 35N/mm²
Maximum size of coarse aggregates: 20 mm
Minimum cement content: 300 kg/m³, and
Maximum water/cement ratio of 45% with slump of 80 mm

1704.4 Measurement and Payment

Measurement for the Concrete Works for beams and deck slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the Drawings. Payment for the concrete works of beams and deck slabs shall be full compensation for furnishing all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidentals including form F3 type, necessary for the completion of the work in accordance with the Drawings and these specifications and as directed by the Engineer.

1705 Mixing Concrete

Add the following to Clause 1705 of the Standard Specification.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or other approved containers. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is hauled in non-agitating trucks, or more than 90 minutes when hauled in truck mixers or truck agitators.

Where concrete is supplied from a central plant, there shall be sufficient transporting equipment to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper handling, casting, and finishing of the concrete. The method of delivery and handling the concrete shall be in a way which will facilitate casting with a minimum of re-handling and without damage to the structure or the concrete. The methods of delivery and handling for each site shall be approved by the Engineer. The Engineer may suspend the mixing and casting of concrete at any site for which he considers the Contractor's delivery equipment inadequate until such a time as the Contractor provides additional approved delivery equipment.

Concrete shall be allowed to be placed only when the Engineer or his representative is present at the site and has previously checked and approved in writing the positioning, fixing and condition of the reinforcement, and the alignment and suitability of the formwork. Concrete shall be placed so as to avoid segregation of the materials and displacement of the reinforcement. When casting involves dropping the concrete by more than 1.5 metres, it shall be conveyed through sheet metal troughs, chutes or other approved pipes. The chutes, troughs

and pipes shall be kept clean and free from coating of hardened concrete by thoroughly washing with water after each operation.

Rename Clause 1740 as 1740.1 and add the following to this clause:

1740.2 Interlocking Concrete Paving Block

(a) Quality

The block for the paving works shall be as shown on the drawings and as directed by Engineer. The blocks shall be 60 mm thick of quality concrete class of such that yields the strength of 50 N/mm², having specified the size and type with grey or red or combination of them.

Grading of sand for bedding			Grading of sand for the joint filling	
Sieve Size (mm)	Percentage Passing		Sieve Size (mm)	Percentage Passing
9.52	100		2.36	100
4.75	95 – 100		1.18	90 – 100

Grading of sand for bedding			Grading of sand for the joint filling	
Sieve Size (mm)	Percentage Passing		Sieve Size (mm)	Percentage Passing
2.36	90 – 100		0.6	60 – 90
1.18	50 – 95		0.3	30 – 60
0.6	25 – 60		0.15	10 – 30
0.3	10 – 30		0.075	0 – 10
0.15	0 – 15			
0.075	0 – 10			

(b) Foundation of Paving Blocks

Over the prepared and consolidated sub-grade a layer of Sub-base using crushed aggregate shall be laid to falls and slopes to a compacted thickness of 100 mm and compacted with C-10 tonne roller. Over the prepared sub-base, a layer of 3 mm and down fine sand shall be laid and compacted to 25 mm in thickness and to required falls and slope to the satisfaction of the Engineer.

(c) Paving Blocks Laying

The blocks shall be laid on top of the prepared base in required pattern as directed by the Engineer. On completion of the laying work, approved fine screened sand shall be spread over the paving and the joints filled with fine sand compacted as directed by the Engineer. Extra sand on the surface shall be removed by brushing. When required, the edge blocks shall be cut clean and sharp with approved tools and as per the manufacturer's instructions. The cut edges shall be rubbed smooth before laying. Compaction with a power vibrating plate (Wacker model VPH 70) shall be used suitably as recommended by the approved proprietary manufacturer. Any blocks damaged during laying shall be replaced. The entire work of the installation and materials shall meet the approval of the Engineer.

1741 Measurement and Payment

Delete Clause 1741(c).

Add the following to Clauses 1741 (d), (e) and (f):

Read Clause 1741(l) as follows:

The precast unit of measurement shall be m³ of particular grade of concrete.

Add the following to this section:

1742 Plant and Equipment for Aggregates and Concrete

1742.1 Aggregate Processing Plant

Aggregate processing plant to be provided by the Contractor shall conform to the following:

(a) Type of Plant

Except where aggregates are supplied from commercial sources, a modern and dependable aggregate plant capable of producing satisfactory concrete aggregates in sufficient quantities and the rate necessary to meet the requirements of the construction schedule shall be provided at a location acceptable to the Engineer. Complete facilities shall be provided for proper crushing, washing, classifying, storing, reclaiming and delivering the aggregates to the mixing plant.

(b) Samples and Test

The aggregate plant shall be operated for a sufficient time in advance of the dates set for first placement of concrete to permit the development of procedures which result in high capacity production of aggregates proven by tests to meet all the requirements of this specification.

(c) Fines in Sand

The facilitation for fine aggregate production shall be so designed and operated as to retain the necessary quantity of finer fractions. An excess of fines will not be permitted. If natural sand is from marine source, the sand shall be cleaned of clayey material and washed with potable water before use. All crushing, washing, screening, classifying, blending, batching, or other properties of fine aggregate necessary to meet these specifications shall be performed so as to produce acceptable gradation complying with this specification.

(d) Drainage of Sand

Aggregates shall not be removed directly from the washing or classifying operations to the aggregate bins in the concrete mixing plant, but shall be stored as required, to permit drainage of excess water and in such a manner as to avoid contamination by foreign materials. Sand shall remain free-draining storage for at least 48 hours prior to use.

(e) Segregation

The stockpiles for aggregates shall be formed so as to prevent segregation, and as approved by the Engineer. The deposition and removal thereof shall be conducted in a manner to maintain the uniformity of grading. The side slopes of stockpiled aggregates shall be kept flatter than the angle of repose to prevent accumulation of coarser material at the bottom of the slope.

(f) Volume of Storage

Sufficient live storage of all size fractions of processed aggregates shall be maintained at all times, to permit continuous placing of concrete at the rates so as to meet the scheduled requirements. If aggregates are stockpiled on the ground, the bottom portion of the stockpile within 300 mm of ground shall not be used. The Contractor may also plan to store sufficient quantity of coarse and fine aggregate so that concreting during the rains can proceed without hindrance as the collection of the same during the rains may be difficult.

(g) Approval of Aggregate Plant Layout

Plans and written specifications for the aggregate processing plant including description and capacity data on the processing equipment, and flow charts of the whole processing operation which shall show rates of flow of material at the various crushing and separation points in the processing, as well as the volumes of the stockpiles and the number and types of equipment to be used in transporting the aggregates from aggregate plant to the mixing plant, shall be submitted to the Engineer in advance of plant erection for his approval.

1742.2 Concrete Plant

A modern dependable batch type mixing plant capable of producing concrete of specified quality and at the rate of output required to meet the specified requirements, and a balanced complement of transporting, handling and placing equipment shall be provided at locations and in a manner approved by the Engineer. The concrete mixing plant shall be completely installed for a sufficient length of time prior to scheduled date for placement of first concrete, to enable the Engineer to make the necessary physical tests, prior to use of the plant for the production of concrete.

(a) Standby Arrangement

As a standby arrangement to the batching and mixing plant, the stationary mixer/mixers of capacity 700 litres of mixed concrete and other appropriate equipment shall be provided.

(b) Type of Plant

The type of plant to be furnished shall be fully automatic. The term “automatic” is used to define a plant in which:

- (i) Batch weights are set manually on a mix selector
- (ii) Mixes are charged automatically by mix selector
- (iii) Materials are batched automatically

Ice flaking machine of sufficient capacity shall be installed as a part of batching plant.

(c) Batchers

Individual weigh batchers shall be provided for all works, requiring the use of more than two separate size groups of coarse aggregates. Cumulative weight batchers may be used for work requiring the use of not more than two separate size groups of coarse aggregates provided that the cement is weighed and batched separately from the aggregates. The batchers shall be arranged to permit the convenient addition or removal of material. Batching equipment shall be so constructed and arranged that the sequence and time of discharge can be controlled to produce a re-blending and mixing of the aggregates and, wherever possible, mixing of the cement with the aggregates as the materials pass through the charging hopper in to the mixer. This control shall be effected by the controls of the batcher discharge gates. Batchers shall be so interlocked that a new batching cycle cannot be started until all batchers are completely empty.

(i) Weighing Units

Every delivering point of aggregates and cement into the mixer, charging hopper shall have a weighing unit and each weighing unit shall include a visible, springless direct reading dial which shall indicate the scale load at all stages of the weighing operation from zero to full capacity.

The scale dials and the weighing equipment shall be in full view of the operator, so that he may conveniently observe the operation of the batcher gates and the

discharge of the materials. Provision shall be made for adjustment and change in weights of materials being charged in the hopper.

(ii) Measuring Water

Water shall be measured by weight except in situations for which written approval is given by the Engineer to measure by volume. The mechanism for measuring and delivering water to the mixers shall not permit leakage when the valves are closed.

The filling and discharge shall be measured by weight. The filling shall be capable of ready adjustment to permit varying the quantity of the admixtures to be batched. The equipment shall be kept in a clean and fully operating condition.

(iii) Tolerance in Batching

Weighing devices shall be capable of measuring the various ingredients of the following accuracy.

<u>Materials</u>	<u>Percent (by weight)</u>
Cement	1
Water	1
Aggregate smaller than 40mm size	2
Admixture	1 (or volume)

(iv) Records & Charts

An accurate record shall be maintained at the batching plant by the Contractor for the following:

- (a) The weight of the cement, water and admixture
- (b) The weight of the aggregate for each size shall be recorded separately.
- (c) Temperature of the concrete immediately after mixing
- (d) Mixing time of each batch when all the materials are loaded into the mixer
- (e) Time when the concrete is delivered from the mixer
- (f) Ambient temperature

(v) Recorders

A recorder shall be provided for each set of units measuring each of the materials delivered to the mixer. The recorder shall produce a continuous visible record, on a single ruled chart, of the weight of the cement, water and each size of aggregates, of the mixing time of each batch after all materials are in the mixer, of the temperature of the concrete and of the time of day at intervals of not more than fifteen (15) minutes. The recorder shall be completely housed and shall be capable of being locked and shall be placed in a position convenient for observation by the plant operator and the Engineer. Each chart shall be so ruled and printed that it may be readily and permanently identified, so that the quantities and time may be read directly without scaling or calculation. A portion of the recorder chart equivalent to at least thirty (30) minutes of plant operation shall be visible after recording. This portion of the chart shall be supported over its entire width on a smooth, firm backing so that notes can be made without puncturing the paper. The recorders and scale dials shall be housed in a room, box or compartment visible at all times and sufficiently tight to exclude objectionable dust coming from the plant operation.

2000 ROAD FURNITURE

2001 Road Reserve Boundary Posts

The Contractor shall establish a reference point on top of each boundary post.

2004 Permanent Road Signs

Rename the existing text with the heading “2004.1 Posts and Road Signs”

2004.1 Posts and Road Signs

Posts for road signs shall be vandal-proofed by the drilling of 3 mm diameter holes at 100 m centres on alternative sides.

Add the following to this clause:

2004.2 Colour and configuration

The colour, size and location of all traffic signs for the project road shall be as specified on the drawings and in the absence of any details or any missing details, the signs shall be provided as directed by the Engineer.

The sign shall be reflectorised as shown on the drawings or as directed by the Engineer. The signs shall be of retro-reflective type and made of prismatic reflected sheeting fixed over aluminium sheeting as per these specifications.

The cautionary and mandatory signs shall be fabricated through the process of screen-printing. With regard to informatory signs with inscriptions, the message shall be of cut out letters made in the transparent overlay film pasted over the base sheeting with pressure sensitive adhesive or as the base sheeting with pressure sensitive adhesive or as instructed by the manufacturers or as directed by the Engineer.

2004.3 Material

The various materials and fabrication of the traffic signs shall conform to the following requirements:

(a) Concrete

Concrete shall be of the grade shown on the Contract drawings or otherwise as directed by the Engineer.

(b) Reinforcing Steel

Reinforcing steel shall conform to the requirement of the relevant codes as directed by Engineer unless otherwise shown on drawing.

(c) Bolts, nuts, washers

High strength bolts, precision bolts and nuts shall conform to the relevant specifications. The bolts and nuts shall be galvanised (zinc coated, 0.55 kg/m² minimum single spot) and galvanising shall conform to the relevant specifications.

(d) Plates and supports

Plates and support sections for the signposts shall conform to the relevant specifications. The plates and supports shall be galvanised (zinc coated, 0.55 Kg/m². minimum single spot.) and galvanising shall conform to the relevant specifications.

(e) Aluminium

Aluminium sheets used for sign boards shall be of smooth, hard and corrosion resistant aluminium alloy conforming to the relevant specification. The back of the sheet shall be painted with two coats of Epoxy paint.

The thickness of the sheet shall be 3 mm for all types of signs.

2004.4 Structural Details

The structural details for supports shall be as per the Contract drawings and/or as directed by the Engineer.

2004.5 Retro-reflective Sheeting

(a) General Requirements

The retro-reflective sheeting used on the sign shall consist of the white or coloured sheeting having a smooth outer surface, which has the property of retro-reflective over its entire surface. It shall be unused and shall show no evidence of cracking, scaling, pitting, blistering, edge lifting or curling and shall have negligible shrinkage or expansion. A certificate of having tested the sheeting for these properties in an unprotected outdoor exposure facing the sun for two years and its having passed these tests shall be obtained from a reputed laboratory of the manufacturer of the sheeting, for each lot separately.

The reflective sheeting shall be of prismatic lens type OF ASTM - Type-IX.

(b) Lens Type

The retro-reflective sheeting shall be of Prismatic lens type, consisting of cube corner lenses and pressure sensitive adhesive and should be applied to the sign substrate at room temperature of 18 °C, transparent, waterproof plastic having smooth surface. The coefficient of retro-reflective as determined in accordance with ASTM Standard E- 810 shall give the minimum values as indicated in table given below.

Minimum Coefficient of Retro-reflection for Retro-reflective sheeting Prismatic Lens Type (candelas/lux/m²)

Obtuse Angle (°)	Entrance Angle (°)	White	Yellow	Green	Red	Blue
0.1	-4	660	500	66	130	30
0.1	+30	370	280	37	74	17
0.2	-4	380	285	38	76	17
0.2	+30	215	162	22	43	10
0.5	-4	240	180	24	48	11
0.5	+30	135	100	14	27	6
1.0	-4	60	60	8	16	3.6
1.0	+30	45	34	4.5	9	2

When totally wet, the sheeting shall not show less than 90% of the values of retro-reflectance indicated in table above. At the end of 7 years, the sheeting shall retain at least 75% of its original retro-reflectance.

2004.6 Messages and Borders

The messages (legends, letters and numerals) and borders of Cautionary/Regulatory sign boards shall be screen printed. Screen printing shall be processed and finished with materials in a manner specified by the sheeting manufacturer and shall be bonded with the sheeting in the manner specified by the manufacturer.

The messages (legends, letters and numerals) and borders of information signs shall be of cut letters made in transparent overlay film pasted over the base sheeting with pressure sensitive adhesive or as instructed by the manufacturers or as directed by the Engineer.

For screen printed transparent coloured areas on white sheeting, the co-efficient of retro-reflection shall not be less than the values of corresponding colour in the table above.

Cut-out messages and borders, wherever used, shall be made in transparent film applied on base sheeting with pressure sensitive adhesive with the coefficient of retro-reflection which shall not be less than the values of corresponding colour in the table above. For the background colour of the sign the coefficient of retro-reflection shall not be less than that specified in the table above for the respective colours.

2004.7 Colour

The colour shall be as specified and shall conform to the requirements of the table below. Conformance to colour requirements shall be determined spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0, or 0/45 illumination/viewing conditions and tolerances as described in ASTM E 1164 for retro-reflective materials.

Conformance to Colour Requirements

								Reflectance		
								Limit (y)		
Colour	x	y	x	y	x	y	x	y	Min	Max.
White	.30	.3	.35	.35	.33	.37	.28	.32	40.0	
Yellow	.48	.42	.54	.45	.46	.53	.42	.48	24.0	45.0
Red	.69	.31	.59	.31	.56	.34	.65	.34	3	15
Blue	.07	.17	.15	.22	.21	.16	.13	.03	1.0	10.0
Green	.03	.39	.16	.36	.28	.44	.20	.79	3.0	9.0

The four pairs of chromaticity coordinates determine the acceptable colour in terms of CIE 1931 standard colorimetric system measured with standard illumination source D65. These colours are equivalent to those listed in ASTM D4956 using source C.

The colour shall be durable and uniform in acceptable hue when viewed in daylight or under normal headlights at night.

2004.8 Adhesives

The sheeting/film shall have a pressure sensitive adhesive of the aggressive tack type requiring no heat, solvent or other preparation for adhesion to a smooth clean surface. The adhesive shall be protected by an easily removable liner (removable by peeling without soaking in water or other solvent) and shall be suitable for the type material of the base plate such that it shall not be possible to remove the sheeting from the sign base in one piece by use of sharp instrument. The adhesive shall form a durable bond to smooth, corrosion and weather resistant surface of the base plate. In case of pressure sensitive adhesive sheeting, the sheeting shall be applied in accordance with the manufacturer's specifications.

2004.9 Fabrication

The surface to be reflectorised shall be effectively prepared to receive the retro-reflective sheeting. The aluminium shall be de-greased either by acid or hot alkaline etching and all scale/dust removed to obtain a smooth plain surface before the application of retro-reflective sheeting. If the surface is rough, approved surface primer may be used. After cleaning, the metal shall not be handled, except by suitable device or clean canvas gloves, between all cleaning and preparation operation and application of reflective sheeting/primer. There shall be no opportunity for the metal to come in contact with any contaminants prior to the application of retro-reflective sheeting.

Complete sheets of the material shall be used on the signs except where it is unavoidable. At splices, sheeting with pressure sensitive adhesives shall be overlapped not less than 5 mm. Where screen printing with transparent colours is proposed, only butt jointing shall be used. The material shall cover the sign surface evenly and shall be free from twists, cracks and folds.

The transparent overlay film in which cut-out messages have been made shall be bonded with sheeting in the manner specified by the manufacturer.

2004.10 Warranty and Durability

The Contractor shall obtain from the manufacturer a seven year warranty for satisfactory field performance including stipulated retro-reflectance of the retro-reflective sheeting of Prismatic lens type and that of transparent film and submit the same to the Engineer. In addition, a seven year warranty for field satisfactory performance of the finished signs with retro-reflective sheeting of Prismatic lens type, inclusive of the screen printed or cut out letters/legends, transparent film and their bonding to the retro-reflective sheeting shall be obtained from the contractor/Supplier and submitted to the Engineer. The Contractor/Supplier shall also furnish a certification that the signs and materials supplied against the assigned work meets all the stipulated requirements and carry the stipulated warranty.

Warranties shall be given in original and shall have legal jurisdiction in Kenya. Warranties given by power of attorney holders will not be acceptable.

Processed and applied in accordance with recommended procedures, the reflective material shall be weather resistant and, following cleaning, shall show no appreciable discoloration, cracking, blistering or dimensional change and shall not have less than 50 % of the specified minimum reflective intensity values, given in the table under Clause 2004.4 (b) above, when subjected to accelerated weathering for 1000 hours, using type E or EH weatherometer (AASHTO Designation M-268).

2004.11 Installation

Sign posts, their foundation and sign mountings shall be so constructed as to hold these in a proper and permanent position. Sign supports shall be of galvanised structural steel and shall be firmly fixed to the ground by means of properly designed foundation or as shown on the Contract Drawings. The work of the foundation shall conform to the relevant clauses of the Standard Specification.

All components of the signs and supports, excluding the back side of aluminium sheet and the reflective portion, shall be thoroughly scaled, cleaned and galvanised (zinc coated, 0.55 Kg/m². minimum single spot.) and shall conform to the relevant specifications.

The signs shall be fixed to the posts by welding and/or bolts and washers as shown on the drawing. After the nuts have been tightened, the tails of the bolts shall be furred over with a hammer to prevent removal.

2004.12 Foundation for Support

The foundation for the supports of the sign boards with single support shall be by making excavation in all type of strata to the sizes and level as shown on the relevant drawings and fixed with class 20/20 cement concrete during installation.

The foundation for the supports of the sign boards with two or more supports shall be made by boring holes in all types of strata to the sizes levels as shown on the relevant drawings and fixed with class 20/20 cement concrete during installation. All concrete works shall be carried out as per the relevant specifications.

2004.13 Measurement for Payment

The measurement of standard cautionary and mandatory sign boards shall be in numbers of sign boards supplied and fixed and this shall constitute full payment for the supply of all materials for the sign board and its supports and foundations, fabrication and installation in the ground or embankment as per the specifications. Informatory sign boards with board area exceeding 1.0 m². shall be measured by area of the reflectorised sheet in square meters.

2004.14 Rate

The Contract unit rate shall be payment in full for the cost of making the road sign including supports and foundations, including all materials, installing it at the site and incidentals to complete the work in accordance with the specifications. In case of overhead sign boards supported on overhead gantry the rate shall not include the support gantry, its foundation and erection which shall be paid separately.

2005 Road Marking

Road marking paints shall be hot applied thermoplastic materials as specified under Clause 219 of the Standard Specification.

2006 Guardrails

Add the following to this clause:

2006.1 Removing, Renovating and Re-erecting Guardrails

Where the existing guardrails have to be removed, or removed and re-erected, or removed, renovated and re-erected, the three processes of removal, renovation and re-erection shall be carried out as follows:

(a) Removing the Guardrails

All guardrails and end units shall be loosened. Posts shall be carefully dug out and the holes shall be filled and compacted in 150 mm layers. Items used for fixing, including bolts, nuts, washers, shall be placed in bags, after which all materials shall be transported to a store approved by the Engineer and all stored in-groups by type.

Where material is intended for re-use, it shall first be unpacked for inspection by the Engineer. The Engineer will decide which material that shall be disposed off if, on inspection it is found unsuitable for re-use.

(b) Renovating the Guardrails

Guardrails and end pieces suitable for re-use shall be taken to the workshop for cleaning and painting. Rust and the existing paint shall be completely removed and minor indentations hammered out. The guardrails shall receive surface treatment in accordance with Clause 2006 of the Standard Specification.

Timber posts suitable for re-use shall be cleaned and treated with an approved timber preservative. Bolts nuts and washers to be re-used shall be cleaned and all dust removed, and shall then be oiled.

(c) Re-erection

The guardrails shall be erected in positions as shown and all the removed materials suitable for re-use and as much supplementary new materials as may be necessary shall be used. Re-erection shall be as specified for new guardrails.

2006.2 Pedestrian Railing

Pedestrian safety barriers shall comply with the requirement of BS 3049. The steel tubing and wire mesh shall be primed with zinc chromate or equal suitable for galvanizing, undercoat and finished with not less than two coats of permanent outdoor enamel of white paint.

2007 Kerbs

Name the existing text with the head as “2007.1 Installation”.

Add the following to this clause:

2007.2 Existing Kerbs

Where shown on the drawing or directed by the Engineer, the Contractor shall remove the existing road kerbs and channel, including bed and haunches. Care shall be taken to minimize over break into the existing pavement. The Contractor shall reinstate any over break with a lean concrete or such other materials as may be approved by the Engineer.

2007.3 Repair of Damaged Railing and Kerbs

The repair of damaged railing shall be done by replacement of damaged pipes and posts. The damaged kerbs shall be repaired by cement mortar.

(a) Materials as per Relevant Codes

Ordinary Portland cement
Coarse aggregate and fine aggregate
Tor steel
Water suitable for concreting
MS steel sections and pipes
Zinc rich epoxy primer like Nitrozinc primer or any approved equivalent and epoxy coal tar.

(b) Equipment

- (i) Welding equipment
- (ii) Painting/white washing brushes
- (iii) Other miscellaneous equipment

(c) Procedure

The damaged portion of steel/RCC railing shall be removed up to the unaffected portion of the railing and the parent remaining parts which have to be connected with new components shall be thoroughly cleaned.

In case of RCC railing, the casting of new units shall be carried out by adopting standard practice of construction using all necessary care. The newly constructed RCC components shall be cured as per standard practice of curing by water. The dried up and cured concrete shall be white/colour-washed with proper care to match with the existing colours.

In case of MS pipe railing, the new components or repaired components shall be fixed with necessary care keeping in consideration the alignment and level. The railing components shall then be painted with zinc rich epoxy based primer and finishing with two coats tar epoxy or paint to match the existing colour including cleaning and surface preparations as directed by the Engineer.

The damaged kerbs shall be repaired with cement mortar and the cement mortar shall be cured as per the standard practice. The kerbs shall then be painted black and yellow in alternative bands with reflecting paint of specification and quality approved by the Engineer to give an even shade on work as per the Standard Specification.

2010 Trees

Add the following to Clause 2010 of the Standard Specification:

2010.1 Plantation of Trees and Hedges

(a) Scope

The work shall consist of:

- Planting of tree saplings in median or other designated locations, and
- Planting of hedges within median area.

(b) Materials

(i) Dump Manure

Dump manure shall be of well decayed (at least six months) organic or vegetable matter, obtained in the dry state from the municipal dump or other similar sources approved by the Engineer. The manure shall be free from earth, stone, brickbats or other extraneous matter.

(ii) Farmyard Manure

Farmyard Manure shall be well decayed (should be at least 6 months covered in dump), free from grits and any other unwanted materials.

(iii) Good Earth

The soil shall be agricultural soil of sandy-loam texture, free from grit, marum, shingle, stone, brickbats, building rubbish and any other foreign matter. The earth shall be free from clods or lumps of sizes bigger than 75 mm in any direction. It shall have PH value ranging between 6 and 8.5.

(iv) Oil Cake (Neem/Castor/Groundnut)

The cake shall be free from bush, dust, grit and any other foreign matter.

(v) Sapling of Trees

The sapling of trees shall be of medium height, leafy type and draught resistant variety native to the area and be of good quality of minimum of 2 m height or calliper diameter of 25 mm as directed by the Engineer.

(vi) Sapling of Hedges

The saplings shall be of draught resistant variety normally grown for hedges in the area, approved by the Engineer.

(c) Construction Operations

(i) Tree Planting and Refilling Earth after Mixing with Oil Cake, Manure and Watering

Holes of circular shape of 900 mm diameter and 1000 mm in depth in ordinary soil shall be excavated and the excavated soil, broken to clods of sizes not exceeding 75 mm in any direction, shall be stacked outside the hole. Stones, brickbats, unsuitable earth and other rubbish, all roots, weeds and other undesirable growth encountered during excavation shall be separated out and unserviceable material removed from the site as directed by the Engineer.

Useful material, if any, shall be stacked properly and separately. Good earth in quantities required to replace such discarded stuff shall be brought and stacked at site by the Contractor, with a depth not more than 500 mm from ground level. The pit shall be treated for termite by raking the soil up to 50 mm and treated with 5% Aldrin or Chloradag dust in soil.

The tree hole shall be manured with powdered neem/castor oil cake along with farm yard manure/dump manure screened through 16 mm sieve and these shall be uniformly mixed with the excavated top soil after the manure has been broken down to powder (size of particles not to exceed 6 mm in any direction) in equal proportion. A 2 m high sapling of trees shall be placed at the centre of the hole and then the mixture shall be filled into the hole up to the level of adjoining ground and then profusely watered to enable the soil to subside. The refilled soil shall then be

dressed evenly with its surface about 50 mm to 75 mm below the adjoining ground level or as directed by the Engineer.

The planting shall be completed soon after completion of the median.

(ii) Circular Mild Steel Tree Guard with Bars

The tree guard shall be 900 mm in diameter.

The tree guards shall be formed of:

- 3 № 25 mm x 25 mm x 3 mm angle iron verticals 1.95 m long excluding splayed outward at lower end up to an extent of 50 mm
- 3 № 25 mm x 5 mm MS flat rings fixed as per the design
- 5 № 1.55 m long 6 mm diameter bars. Each ring shall be in two parts in the ratio of 1:2 and their ends shall be turned in radically for a length of 40 mm at which they are bolted together with 8 mm diameter and 30 mm long MS bolts and nuts.

The vertical iron shall be welded to rings along the circumference with electric plant. 15 № bars shall be welded to rings at equal spacing along the circumferences of ring. The lower end of the angle iron verticals shall be splayed outwards up to an extent of 50 mm. The lower end of the flat of lower ring shall be at the height of 1.95 m. The middle ring shall be in the centre of top and lower ring. The bars shall be welded to the rings as directed by the Engineer. The entire tree guard shall be given two coats of paint of approved brand and of required shade over a priming coat of ready mixed primer of approved brand. The design of the tree guard shall be approved by the Engineer.

(iii) Planting of Hedges

The hedges saplings shall be planted in two rows, one each along each edge of the median. Bed for the saplings shall be prepared with necessary manuring, and the live saplings shall be planted in lines parallel to the median edge to the directions of the Engineer. Spacing between saplings in a row shall be such that a thick hedge can be grown, and this shall generally be not farther away than 300 mm.

The planting shall be completed soon after completion of the medians.

(iv) Grassing of Median Area

The area of the median between the hedges shall be seeded and mulched to develop grass cover as directed by Engineer.

(d) Maintenance

The saplings of trees and hedges planted shall be watered and maintained by the Contractor till issuance of the final certificate at the end of the Defects Liability Period. This shall also include watering, weeding out of undesirable plants and replacement of dead plant, manuring and trimming of the hedges.

Add the following clauses to this section:

2012 Service Ducts beneath Roads

Where instructed by the Engineer, the Contractor shall construct service ducts beneath the carriageway and shoulders/footpaths. The ducts shall consist of 100 mm to 300 mm diameter ogee precast concrete pipes surrounded by a minimum of 100 mm thickness of Class 15/20 concrete. The minimum clearance between the road formation and the top of the concrete surround shall be 100 mm.

The ducts shall be provided with draw cords fabricated from strong man-made fibre such as nylon and each duct shall be sealed at each end with a tight fitting plastic plug. In the existing pavement, the duct shall be at least 250 mm below the road surface measured from the top of the concrete pipes and all back filling shall be in Class 15/20 concrete. The concrete pipes shall conform to the requirements of Clause 215 of the Standard Specification.

2013 Duct Markers

Duct markers shall be installed by the Contractor at each end of the services ducts provided under Clause 2012 above. The duct marker shall be located immediately beyond the outer edge of the shoulder or footpath and as close to the line of the duct as physical constraints permit. Where several ducts are laid side by side, only one duct marker post will be necessary. The duct marker posts shall be constructed as shown on the drawings and shall be clearly and durably marked on the side facing away from the road. The marker shall be inscribed 'X DUCTS' where X is the number of ducts stated in the group marked by the marker posts.

2014 Road Bump and Rumble Strips

Where shown on the Drawings or instructed by the Engineer, the Contractor shall provide, place trim to line and level bumps and/or rumble strips on the carriage way, connecting roads or shoulders. Where instructed, the road bumps shall extend the full width of carriageway and shoulders. The bumps shall be constructed in asphalt concrete to the dimensions shown on the Drawings and to the same standard as the wearing course on the main carriageway.

2015 Bollards

Where shown on the Drawings or instructed by the Engineer, the Contractor shall construct permanent bollards. The bollards shall be precast using a class of concrete as shown on the Drawings.

2016 Retro-Reflective Road Studs

All retro-reflective road studs shall comply with BS 873: Part 4. The Contractor shall submit details of the reflective road studs he proposes to use in the works to the Engineer for approval. The Contractor shall submit also a Certificate of approval from an approving authority. The reflective road studs shall be installed in the locations shown on the drawings or instructed by the Engineer.

2017 Measurement and Payment

(a) Item: Remove existing guardrail

Unit: m

Removal of guardrail shall be measured by the metre as the length of guardrail instructed to be removed, measured between terminal points of the sections removed. The rate shall include for loading, transporting to any point on the site, off-loading and stacking the material and disposing off material unsuitable for re-use.

(b) Item: Renovate and re-erect guardrails

Unit: m

The unit of measurement shall be the length of single guardrail, whether straight or bent, or end pieces renovated as specified. The rate shall include for all works as specified and storage as required. The rate shall also include for erecting the guardrails in accordance with Clause 2006 and any new poles, nuts, bolts and accessories that may be required.

(c) Item: Pedestrian railing

Unit: m

Pedestrian railing shall be paid by the length instructed by the Engineer. The rate shall include for supplying and erection in accordance with the drawings. It shall also include

for any bending of end pieces as may be required, disposal of excess materials and tidying up the site after completion of installation.

(d) Item: Service ducts

Unit: m

Service ducts shall be measured by the metre as the length of duct installed as per the Engineer's instructions. The rate shall include for providing all materials, excavation, and installation of concrete pipes with concrete surround, backfilling to formation level, compaction, draw-cords and plugs, all in accordance with Clause 2012 above.

(e) Item: Duct markers

Unit: №

Duct markers posts shall be measured by the number installed. The rate shall include for provision and installation of posts, all excavation and backfill, compaction to the satisfaction of the Engineer and removal of surplus materials.

(f) Item: Bollards

Unit: №

Bollards shall be measured by the number installed. The rate shall include for provision and installation of bollards, all excavation and backfill, compaction to the satisfaction of the Engineer and removal of surplus material.

(g) Item: Reflective road studs

Unit: №

Retro-reflective road studs shall be measured by the number installed. The rate shall include for provision and installation of studs to the manufacturer's recommendations and satisfaction of the Engineer.

(h) Item: Road Bumps

Unit: m³ of each type

MISCELLANEOUS BRIDGE WORKS

2101 Waterproofing to Structures

Add the following to Clause 2101 of the Standard Specification:

For part of the structure in contact with earth, apply one coat of primer before applying two coats of waterproofing material.

The primer shall conform to AASHTO M121-79 (1993). Waterproof cement shall be of proven quality and from a reputed supplier to be approved by the Engineer.

2102 Bridge Bearings

Add the following to Clause 2102 of the Standard Specification:

All necessary tests, methods of installation, and performance guarantee shall be as specified in BS 5400, Part 9.2.

The bearings to be installed by the Contractor may either be supplied directly to the Engineer by the manufacturer or the Contractor is to supply and install the bearings as a part of the Contract. In the former case, the manufacturer shall be associated with the installation of the bearings to the full satisfaction of the Engineer, whereas in the latter case, the Contractor shall be solely responsible for the satisfactory supply and installation of the bearings.

Unit of measurement for Steel Roller and Rocker Bearing, POT and PTFE bearings shall be the number of each type (loads and movement). Unit of measurement for elastomeric bearings shall be in no.

2107 Weepholes

Add the following to Clause 2107 of the Standard Specification:

100 mm diameter PVC pipe of approved quality shall be used for weep holes.

Add the following clauses to this section:

2109 Methodology for Widening of Existing Bridges

Widening of the existing bridges shall be carried out only on one side. This shall be on the side of the existing bridge away from the proposed new bridge. Foundation and substructure for various components of the widening portion shall be cast against such components of the existing portion. Cut water of the existing piers, wherever present, shall be carefully dismantled without disturbing any other parts of the piers. For widening of the superstructure portion, the existing railing and kerbs towards the side to be widened shall be dismantled. The portion of the deck slab near the region shall be chipped off to expose the slab reinforcement. The existing kerb reinforcement shall be cut and bent so that they are well accommodated within the deck slab and no portion of the reinforcement shall remain exposed after the area is filled with concrete. The deck slab reinforcement of the widening portion shall be lapped with the exposed top reinforcement of the existing deck

slab. The chipped portion of the existing deck shall be filled up with new concrete along with concreting of superstructure of the widening portion.

Before pouring of concrete against the face of the existing structure, the same shall be kept wet with water so as to control absorption of slurry of fresh concrete by the existing structure.

All joints between the existing and new structure shall be properly treated as per the specification and as shown and directed by the Engineer.

While excavating earth close to the existing bridge or chipping/demolishing any of its parts, extreme care shall be taken by the Contractor so that no other part of the existing structure is disturbed or affected due to such breaking works and the existing structure remains safe and sound.

2110 Methodology for Repair and Widening of Existing Bridges

Repair and widening of the existing bridge at a particular site shall be taken up by the Contractor only after the new bridge at that particular site is constructed and the same can be used by the traffic. Before taking up the works of repair and widening of the existing bridge, the Contractor shall make all arrangement to ensure that both way traffic can use the new bridge and a smooth flow of traffic is maintained. The Contractor shall take all precautions to guard against any accident of traffic due to such diversion and shall use all the necessary road signs for the purpose. After completion of repair and widening of the existing bridge, temporary works carried out for such diversions shall be made good by the Contractor and all arrangements shall be made so that both the old and the new bridges at the site can be used by the traffic.

The Contractor shall prepare a detailed programme of works related to repair and widening of the existing bridges including traffic diversion activities showing dates of commencement and completion of various activities. Such programme of works shall also indicate the status of works for the new bridges.

Repair works for substructure, foundation and abutment which will not affect or disturb the flow of traffic over the existing bridges may be allowed by the Engineer to be taken up before completion of the new bridge. Written approval of the Engineer in this regard shall be obtained.

The Contractor shall get the traffic diversion scheme required for widening of the existing bridge approved by the Engineer and by other concerned authorities/statutory bodies before taking up such works at the site. The Contractor should also put up a scheme for diverting the existing services, if any, supported on the bridge under the widening scope of works.

The Engineer or his authorised representative shall reserve the right to stop any repair or widening or parts thereof if, in his opinion, such works disturb the flow of traffic. No repair or widening works on the existing bridge deck level shall be allowed before the traffic is diverted over the new bridge.

The repair and widening works shall be carried out strictly as per the detailed drawings, specification and as directed by the Engineer. If in the opinion of the Engineer, any such work is not up to the desired standard, the Contractor shall promptly make good such works to the satisfaction of the Engineer or his authorised representative. While carrying out such works, care shall be taken by the Contractor not to damage or disturb any part of the bridge, its approaches or any associated existing works. In case any part of the existing bridge or associated structures is damaged, the Contractor shall promptly repair the same as per the direction of the Engineer or his authorised representative to the satisfaction of the Engineer.

The Contractor shall remove the debris after dismantling works from the site as per the direction of the Engineer or his authorised representative.

After completion of the repair and widening work, the Contractor shall clean the existing structures and the newly widened portion and shall make it good in such a manner that it is traffic-worthy.

2111 Repair of Cracks

Repair of cracks of width more than 0.2 mm shall be carried out by injecting epoxy or cementitious grout in relatively sound concrete.

2111.1 Materials

Epoxy resin like SIKADUR 53 of M/S Sika Qualcrete or Resicrete 21 of M/S Structural Water Proofing Co. India or any other epoxy resin of M/S FOSROC or any other approved equivalent shall be used for repair to PSC/RCC Bridge. Epoxy resins shall generally conform to the manufacturers' specifications. Only such resins having a low shrinkage coefficient, high adhesion strength, water impermeability, high abrasion resistance and good bonding characteristics even in presence of moisture shall be used. Phenolics, polysters and acrylics do not generally satisfy well the above mentioned requirements and shall not be used.

The proposed epoxy resin system shall conform to ASTM C-881-87 and shall conform to the requirements stated in the table below.

Density	1.11 kg/litre
Viscosity at 30°C	500 ± 50 centipoise
Potlife at 30°C	30 minutes minimum
Compressive strength under water (for 14 days) of a 5 cm cube	90-100 N/mm ²
Bond strength (14 days)	Concrete failure
Approx. Injection pressure	2 kg/cm ²
Shrinkage	Conforming to ASTM C 883

2111.2 Equipment

Injection equipment which should possess the following characteristics is to be used:

- Ease of handling, simple function
- Low failure rate
- Cater for varying viscosity and pot life suited for the job
- Capable of injecting into cracks of width ≥ 0.2 mm
- Simple cleaning and maintenance routines
- Provision of an arrangement for controlling and stopping the injection before the gun is withdrawn
- Fitted with pressure gauge to indicate grouting pressure

Materials, equipment and procedure for injection for cementitious grout shall be the same as for polymer modified cementitious (PMC)/grout as indicated in the specification for improving concrete quality.

2111.3 Procedure

(a) Surface Preparation

The visible cracks and other outlet points nearby shall have to be sealed by adopting the given procedure. First of all, the area shall be cleaned thoroughly and all visible outlets shall be sealed. For sealing the cracks, V-notch (20 mm wide x 10 mm deep) shall be cut along the cracks. This shall be cleaned off all loose particles and dust by

compressed air. A layer of epoxy bounding agent/PMC slurry shall be applied over the freshly cut surface. Epoxy repair mortar shall be used to fill the groove while the slurry coating is still wet but after a lapse of 30 minutes of the slurry coat. Entry ports for pressure injection shall then be made by pneumatic percussion/rotary drills. In each hole a plastic grouting nipple shall be fixed using epoxy mortar/PMC mortar. The spacing of the ports shall be about 300 mm c/c or be suitable for the site condition. The first and last entry ports should be established at or near the top and bottom respectively of all vertical cracks or at the ends of any horizontal crack.

The spacing of injection points shall be such as to help in maximum resin or cementitious grout material penetration and easy filling of cracks with low operating pressure.

The mixing of various components of epoxy system shall be carried out by mechanical means to ensure thorough and uniform mixing.

The injection shall be carried out from the lower most elevation to the highest elevation to ensure that air or moisture is completely displaced from the cracks and grout materials fills the cracks completely. This is indicated by the flow of grout material noticed at the higher elevation. The rate of grout material injection shall be adjusted so as to fill up all the voids. All inlet points shall be closed by suitable means to ensure that there is no flow back of grout material after the injection has been completed. In case there is no flow from other nipple, the injection should be stopped after it has attained a steady pressure of 2 kg/cm² for about 5 to 10 minutes.

2112 Repair of Honeycombs and Spallings

The repair of spalled and honeycombed concrete shall be carried out by low permeability polymer modified cementitious repair mortar.

2112.1 Materials

High early strength Portland cement conforming to IS 8112 shall be used for production of polymer modified cement repair mortar and polymer modified cementitious slurry, which is to be used as a bonding medium with concrete substrate.

The polymer latex which is to be used should consist of water based acrylic polymer and copolymer dispersion and special purpose chemicals. The polymer solid contents shall be 29 to 31 percent. The particles shall be nearly spherical shape with a diameter of 0.30 to 0.40 micrometre. The manufacturer shall certify to the above requirements about solid content and grain size. In order to keep control over the quality, the manufacturer shall provide infrared absorption spectrum analysis for the materials (polymer latex) to be supplied by him. The same material shall also be used for various purposes such as in a slurry form with cement to form a bonding or priming medium, with sand and cement in proportions recommended by manufacturer to form the repair mortar.

No additional water shall be used to prepare the PMC slurry or repair mortar as the water present in the latex is sufficient for cement hydration. The cement/latex ratio shall remain constant for various uses. The sand to be used for constituting the PMC repair mortar shall be silica sand.

The grading of the sand shall be within the limits given in the table below:

BS Sieve Size (mm)	Percentage Passing by weight		
	Coarse	Fine	Combined
10	100	100	100
4.75	95-100	100	98-100
2.36	90-100	100	80-100
1.18	40-60	100	70-80
0.6	0-19	90-100	45-55

0.3	0-4	40-60	20-30
0.15	0-3	0-10	0-5
0.075	3 max	0-3	3 max

2112.2 Repairing Procedure

(a) Preparation of Concrete substrata

All defective areas shall be delineated and marked out on site in conformity with the supervising Engineer's directions.

Concrete on the damaged, loose or honeycombed areas shall be chipped out up to the reinforcement level or up to the level of good parent concrete or up to the point on the reinforcement where the reinforcement is free from corrosion. The chipping of concrete shall continue to expose the full circumference of the steel and to a further depth of 10 mm as directed by the supervising Engineer.

The chipped surface of concrete shall be thoroughly cleaned by wire brush and compressed air to remove all dust and loose materials.

The exposed reinforcement shall be mechanically cleaned of all rust and mill scale.

(b) Priming of Concrete Surface and Reinforcement

Before commencing the application of concrete repair mortar, the prepared concrete substrate shall be thoroughly soaked with water and the free surface water shall be removed before priming.

The well mixed polymer cement slurry (Polymer to cement ratio of 1:2) shall be applied over the well soaked but surface dry concrete and steel bar for adhesion of fresh cement and sand mortar as per the specification and as directed by the Engineer.

(c) Cementitious Repair Mortar

The repair mortar of 1 cement to 3 smooth silica sand shall be applied on the polymer cement slurry in layers of a maximum of 10 mm thickness each and up to a total thickness of 8 mm to 10 mm short of outer surface. The outer surface shall be scarified for good bonding with the next layer.

The polymer modified cement sand mortar in the proportion of 1 polymer to 2 cement to 6 sand shall be applied over the scarified cement sand mortar in maximum of 10 mm thickness and finishing smooth up to the existing surface of concrete as per the specification and as directed by the Engineer.

Curing of the repaired areas with PMC mortar shall be carried out in accordance with the acceptable good practice. However, no curing compound or curing membrane shall be used and curing shall only be carried out by spraying of water or by using wet Hessian cloth.

2113 Repair of Corroded Reinforcement

Repair of corroded reinforcement, where corrosion has reduced the diameter of the bar by more than 20%, shall be carried out by providing new reinforcement which is either welded or firmly secured with the old reinforcement.

2113.1 Material

Steel which is to be used as additional reinforcement, where the diameter of the existing main longitudinal reinforcement has been reduced to 80% of the original reinforcement, should satisfy the requirements of BS or KS. However, the BRC fabric or weld mesh which is to replace/strengthen the corroded stirrups or tie bars should be from reputed manufacturers.

2113.2 Repairing Procedure

The exposed reinforcement showing signs of deterioration by corrosion shall be cleaned by grit blasting.

When corrosion products have been removed, the diameter of the reinforcement shall be measured. If the diameter of the reinforcement is found to be reduced to 80% of the original reinforcement, then the additional reinforcement of equivalent diameter free from rust shall be firmly secured with the old reinforcement, preferably by welding, if the existing reinforcement can be welded or with a lap of at least 40 times the diameter of the bar.

2114 Expansion Joints

2114.1 Description

This work shall consist of fabrication and placing of expansion joints as indicated on the drawing and conforming to these specifications or as directed by the Engineer.

2114.2 General

The expansion joints shall be designed and duly approved by the Engineer. They shall cater for the expected movement and rotation of the structure at the joints and provide smooth riding surface. They shall also be easy for inspection, maintenance and replacement.

Expansion joints shall be robust, durable, watertight and replaceable. Site fabricated expansion joints shall be prohibited. Expansion joints shall be obtained by the Engineer either directly or through the Contractor from approved manufacturers and be of proven type.

For bridges with pre-stressed concrete superstructure with individual span length more than 20 m or built with innovative design/construction elastomeric expansion joints of slab seal or strip seal type shall be provided.

For slab type of bridges of spans less than 10 m continuous surfacing may be provided across the expansion gaps, supported on a 20 mm thick plate placed and fixed at the level of the deck slab.

For bridges other than those mentioned above with spans above 10 m, an alternative specification of sliding steel plate joint or filled joints with copper plates may also be adopted if approved by the Engineer, apart from elastomeric expansion joint of slab seal or strip seal type.

Vehicular traffic shall not be allowed over expansion joints after its construction for such period as may be determined by the Engineer.

Proprietary type deck joints offered by the Contractor in lieu of the type specified shall comply in all respects with the manufacturer's specifications and meet the required range of movements and rotations and be fit for the purpose of ensuring satisfactory long term performance in the bridge.

Where alternative type proprietary deck joints are proposed by the Contractor, the following information shall be provided:

Name and location of the proposed manufacturer

Dimensions and general details of the joint including material specifications, holding down bolt or anchorage details and installation procedures

Evidence of satisfactory performance under similar environmental conditions of similar joints being produced by the manufacturer

Any acceptance of alternative types will be at the sole discretion of the Engineer.

Such deck joints shall be installed in accordance with the manufacturer's recommendations and to the general requirements of this Specification.

No expansion joint shall be provided only for the width of the carriageway. It shall follow the profile including the kerb and the footway and fascia, if provided. The type of expansion joint for the latter may be made different from that used for the carriageway expansion joint.

2114.3 Requirements

(a) Criterion

The requirement criterion will be separately applicable for the expansion joint proper and the transition zone of attachment to the deck.

(b) Types of Performance

There are two types of performance requirements for the expansion joint proper namely from the necessity of the bridge and from the road users such as man, animal and vehicle.

(c) Performance Requirement with Respect to Bridges

The expansion joint shall:

- Withstand the imposed load including the impact load from live load and other sources
- Allow expansion and contraction movement due to temperature, creep, shrinkage, prestressing and structural deformations
- Permit relative rotation in elevation and plan due to the causes as noted above,
- Be waterproof

Bridge deck expansion joint seals play a critical role in preventing the degradation of the structural components of the bridge system. Without effective joint seals, water passes through the bridge deck and works harmfully to corrode steel components and cause deterioration of the concrete. Rainwater gathers various corroding additives from the atmosphere and also from the carriageway.

- Ensure sealing

In case bridge deck joints are not sealed, apart from loss of waterproofing, grit and other forms of road debris may enter the joint. Debris, when impacted with the joint can seriously restrict the movement instead of facilitating the same. In the case of proprietary joints being accepted for adoption, the sealing shall be as directed by the Engineer.

- Ensure long life by being resistant to corrosion

- Be easy to install
- Be easy to maintain
- Be easy to replace
Replaceability of expansion joint shall be one of the basic criteria for selection of the type of expansion joint.
- Be resistant to the materials likely to collect/spill over the deck in its normal service.

(d) Performance Requirement with Respect to User

The expansion joint shall:

- Provide smooth continuity at the top of the deck for riding comfort
- Be of skid resistant surface
- Re- non-damaging to the rubber tyre
- Make minimum noise during vehicular crossing
- Ensure that animal paws and hooves should not get entangled where bridges are used by animal drawn traffic
- Permit passing of bullock cart steel tyre for bridges where bullock carts ply, and
- Look good aesthetically.

(e) Performance Requirement for Transition Zone

This is the zone of connection of joint assembly and the adjoining deck.

The expansion joint shall:

- Permit transfer of generated forces without distress without getting uprooted. The purpose will not be served if the bonding is with the wearing coat only. Anchorage must be provided with the deck structural element.
- Ensure that surface in the transition zone stays undisturbed during long term service.

2114.4 Steel Plate Sliding Expansion Joints

In this type of buried joint, the wearing coat shall be made continuous over the joint. The other alternative shall be to keep a gap in the wearing coat which is filled up with a seal and filler, to be provided in extremely hot areas.

Materials for steel plates shall conform to Section 1900 of the Standard Specification. The exposed metallic components shall be galvanised or coated with approved anti-corrosive paint. The thickness shall be 20 mm or so for obtaining satisfactory performance.

Plates shall be placed to the line, grade and expansion gap shown on the drawings with any adjustment required for temperature. Particular care shall be taken with the top of the plates.

Plates shall be firmly held in place during concreting by methods approved by the Engineer.

Any temporary bolts or other fixings, which prevent relative movement of the adjacent parts of the joint, shall be removed as soon as the concrete has set sufficiently to hold the expansion plates in their correct positions. In any case, temporary bolts or other fittings shall be removed within 6 hours of placing concrete unless otherwise directed by the Engineer.

Care shall be taken to prevent damage to expansion joint plates or its coating. If any damage occurs, the plates and coatings shall be restored by the Contractor to the satisfaction of the Engineer. Plates shall be free of oil, rust, loose paint or other similar material before coating.

2114.5 Filler Joints

The components of this type of joint shall be at least 2 mm thick corrugated plate placed slightly below the wearing coat, 20 mm thick compressible board, to protect the edges. Twenty (20) mm thick pre-moulded joint filler shall fill the gap up to the top level of the wearing coat sealed with a joint sealing compound.

The material used for filling expansion joint shall be bitumen impregnated felt, elastomer or any other suitable material, as specified on the drawings. Impregnated felt shall conform to the requirements of IS: 1838, and shall be approved by the Engineer. The joint filler shall consist of large pieces and assembly of small pieces to make up the required size shall be avoided.

Expansion joint materials shall be handled with care and stored under cover by the Contractor to prevent damage. Any damage occurring after delivery shall be made good to the satisfaction of the Engineer and at the expense of the Contractor.

Joint gaps shall be constructed as shown on the drawings. Surfaces of joint grooves shall be thoroughly cleaned with a wire brush to remove all loose materials, dirt and debris, then washed or jetted out.

Pre-moulded expansion joint filler shall not be placed in position until immediately prior to the placing of the abutting material. If the two adjacent surfaces of the joint can be placed at different times, this type of joint filler shall not be placed until the second face is about to be placed.

Sealants shall be installed in accordance with the manufacturer's recommendations and all appropriate requirements for joint face priming.

Sealants shall be finished approximately 3 mm below the upper surfaces of the joint

Joint materials spilt or splashed onto finished surfaces of the bridge during joint filling operations shall be removed and the surfaces made good to the Engineer's approval.

No joint shall be sealed until inspected by the Engineer and approval is given to proceed with the work.

2114.6 Elastomeric Slab Seal Expansion Joint

(a) Materials

Steel inserts shall conform to IS 226. Use of any other materials like fibre-glass or similar material shall not be permitted.

Elastomer for elastomeric slab unit (ESU) shall be compounded to give hardness IRHD 60 ± 5 subject to the following additional stipulations:

- Chloroprene (CR) only shall be used in the manufacture of elastomeric expansion joints. No reclaimed/natural rubber or vulcanised wastes shall be used.
- The chloroprene material used in the manufacture of elastomeric (expansion joints) shall be Neoprene WRT, Bayprene 110, Skyprene B5 or Denka S-40V. Chloroprene content of the compound shall not be lower than 60% by weight. The ash content shall not exceed 5 per cent (as per tests conducted in accordance with ASTM D-297).
- EPDM and other similar candidate elastomers for expansion joints shall not be permitted.
- Elastomeric plugs and spacer bars shall be marked with centre-to-centre distance of fixing holes.
- Fixing bolts and nuts shall be made of stainless steel.
- Anchor bars comprising hooked anchor stiffeners shall be welded with lower steel inserts and sinusoidal anchor bars shall be welded with horizontal leg of the edge steel inserts. The elaborate anchoring arrangements of steel inserts shall be permanently welded/tied with the steel reinforcement.

(b) Fabrication

Steel inserts shall be grit blasted and provided with epoxy paint.

Edges of reinforcing steel sections shall be rounded.

Expansion joints shall be fully moulded to the required size in one single vulcanising operation including the encasing layers as integral and homogeneous part.

Tolerances of fabrication shall be as follows:

- (i) Plan dimension not less than ± 5 mm
- (ii) Total height not less than ± 3 mm

(c) Supply and Handling

The Contractor shall supply all steel-reinforced elastomeric expansion joints including bolts, nuts, sealant, plugs and all other accessories for the effective installation of the joints including angled jointing sections for kerbs.

Expansion joint material shall be handled with care and stored under cover by the Contractor to prevent damage. Any damage occurring after delivery shall be made good at the expense of the Contractor to the satisfaction of the Engineer.

(d) Installation

- (i) Expansion joints

Expansion joints shall be installed as per the approved drawing. Steel inserts, Spacer bars, concreting of pockets, fixing of elastomer slab unit and presetting, shall be carried out as per the following:

Steel Inserts

Deck casting shall be carried out leaving pockets or recess for steel inserts and anchors of the expansion joint as per the drawings.

Steel inserts shall be lowered at the appropriate location inside the pocket.

The top of the hum shall be flush with the finished level of wearing course maintaining the camber.

Spacer bars, duly set appropriately to the month of installation, shall be fitted under strict supervision.

Anchor rods shall be tied/welded with the existing deck main reinforcement maintaining level and alignment.

Welding between anchor rods mid deck reinforcement is preferable. If welding is not possible, strong steel tie wires shall be used for fastening, under strict supervision.

Spacer Bar

Spacer bar shall be used to ensure proper positioning of bolts and also levelling of the steel inserts during fixing of the same with the deck reinforcement and casting second stage concreting in the pocket thereafter.

The second stage concreting operation shall preferably be started within 24 hours of fixing the steel inserts. In such cases, spacer bars should be removed just after concreting is finished. If there is a substantial time lag between fixing of inserts and concreting, then any one of the following methods shall be adopted, depending on the support condition.

For simply supported bridge resting on simple elastomeric bearings, (with no dowel pins), insert shall be placed in position with spacer bars at every alienate joints. Such joints shall be called restrained joints. In other words, inserts shall not be fixed simultaneously at two ends of one span. If the above condition is satisfied, inserts with spacer bars shall be kept in position for a substantially longer period at such restrained joints. Spacer bars shall be removed after concreting of such restrained joints and inserts placed in position with spacer bars at the other unrestrained joints thereafter.

For bridges resting on other than elastomeric bearings (including bearings with dowel pins at one end), after placing and aligning the inserts and securing the same, the spacer bars shall be removed. Concreting shall be carried out with great care so that inserts are not dislocated or distorted.

While removing the spacer bar after concreting, one must take care to see that the concrete is not damaged during withdrawal of spacer bar. If the spacer bar happens to be snugly and fixed, it shall not be pulled by any means; it shall be gas cut in two pieces and then removed.

Concreting of Pocket

Concreting of pocket shall be done with great care using proper mix conforming to grade similar to that of the deck casting besides ensuring efficient bonding between deck and steel insert. Also proper care shall be taken for ensuring efficient bonding with the already cast concrete.

Needle vibrators shall be used. Care shall be taken so that the position of steel insert is not disturbed during vibration.

Spacer bar shall be removed within an appropriate time before the joint is required to permit movement.

Fixing of Elastomeric Slab Unit (ESU)

Special jig shall be used to preset the ESU during installation.

ESU (mounted on the jig, if preset) shall be lowered to position.

The line and level on the ESU should be adjusted.

ESU shall be removed and mid coated with special adhesive.

ESU shall be placed in position again, ensuring waterproof joining at the required faces.

ESU shall be tightened with stainless steel nuts and lock washers in position. Tightened nuts shall be locked with lock washers.

Special sealant shall be poured inside the plug holes.

The elastomeric plugs shall be pressed in position after applying adhesive on the appropriate surface.

ESU shall be fixed in position after completion of wearing course. While completing this part of the wearing course, adequate care shall be taken to ensure that a waterproof is joining with the already existing wearing course.

Pre-Setting

The main purpose of presetting of the steel inserts at the time of its installation is to ensure as closely as possible the condition that in the run at the mean average annual temperature, the ESU remains at its nominal state.

Major factors responsible for changing the longitudinal length of the bridge superstructure are indicated below.

- Temperature variation from annual mean.
- Changes due to shrinkage of concrete.
- Changes due to elastic shortening and creep of the prestressed bridge superstructure.
- Deformation of superstructure and substructure, if any.
- Resultant changes in expansion gap due to first factor can occur in both directions from any, pre- selected mean position whereas

changes due to creep and shrinkage are unidirectional such that the expansion gap continuously increases with passage of time.

- The steel insert unit of expansion joint can be fixed in any month of the year. As stated earlier, the expansion gap between the bridge superstructure may vary from time to time; hence the initial fixing distance between fixing points will obviously depend on the month of installation of steel insert. The centre to centre distance between stainless steel fixing of bolts as indicated in the drawing can be taken as only nominal. Presetting depending on this shall modify the same.
- The difference between the mean temperature of the month of fixing of steel insert and the annual average temperature.
- The elapsed period between the casting and/or prestressing and fixing of steel insert for calculating the remnant creep and shrinkage.

(ii) Special requirements for installation

Prior to construction of bridge deck area adjacent to the joint the supplier shall provide detailed working drawings showing the location of all bolts, recesses and holes necessary for the installation of the joint.

Reinforcing bars in superstructure shall be amended as required to ensure that there will be no interference in the installation of the joint.

All bearing surfaces and recesses which are in contact with the joint assembly shall be checked with a straight edge to ensure flatness of profile.

No holes shall be drilled for fixing bolts within 7 days of concreting. Holes for the bolts shall be drilled to the size and depth shown on the drawings.

Sections of the jointing making the completed joint shall follow a straight line.

The fixing bolts shall not be placed in a position until at least 4 weeks after stressing is completed in post-tensioned box or beam and slab structures. Prior to placing sections of jointing, contact surfaces shall be cleaned to remove all grease, tar, paint, oil, mud or any other foreign material that may affect adhesion of the sealant.

Sealant shall only be applied to dry contact surfaces. Sufficient sealant shall be applied to the contact surfaces to cause extrusion of sealant when the jointing is fixed in position.

Final sealing of the finished expansion joint shall be completed immediately after completion of installation. All exposed ends, joints between units and other areas of possible leakage shall be filled with sealant. All voids between the sides of the jointing and concrete or plates shall be filled with sealant.

Bolt cavities shall be cleaned and plugged with neoprene cavity plugs. Prior to placing the plugs sufficient sealant shall be placed in the cavities to cause extrusion of the sealant by the plugs.

All excess sealant shall be removed from the jointing and adjacent arm.

(e) **Acceptance Test**

(i) Quality Control

The necessary quality control certification by the manufacturer in regard to properties of Elastomer and steel shall be furnished.

For severe environment, ozone resistance test shall be carried out for elastomer.

(ii) Fabricated Expansion Joint

The fabricated expansion joint shall be subjected to the following acceptance tests:

- Routine test: each expansion joint shall be tested for at least 100 cycles for a test movement, which shall be two percent more than the design expansion/contraction movement
- In addition to routine test, one out of every 20-expansion joints shall be subjected to the test movement for 4000 cycles.

The lot shall be rejected if the elastomer material shows signs of fatigue or permanent set or distress in the test. The test piece shall not be used in the bridge.

- The type of test for abrasion resistance shall be carried out for one joint out of every 20 № as per the BS and the standard deviation shall be within ± 20 %

It should be noted that the manufacturer shall preferably have in-house testing facility. Otherwise, the testing shall be carried out by him at his expense at any testing establishment selected by the Engineer. A manufacturer who cannot carry out the acceptance test shall not be entitled to supply elastomeric slab seal joint.

2114.7 Strip Seal Expansion Joint

(a) Components

Strip seal expansion joint shall comprise the following items:

(i) Edge bums

This special claw leg profiled member shall be of extruded rolled steel section combining good weldability with notch toughness.

(ii) Strip seal

This shall be of chloroprene with high tear strength, insensitive to oil, gasoline, and ozone. It shall have high resistance to aging. This components, provided to ensure water tightness, shall have bulbous shape of the pan of the seat which is inserted into the groove provided in the edge beam. The seal should be vulcanised in single operation for minimum full length of joint.

(iii) Rigid Anchorage

This shall be welded to the edge beam at staggered distances.

(iv) Anchor loops

This shall be made of weldable steel connecting the rigid anchorage with deck reinforcement.

(b) Material

The steel shall conform to steel grade RST 37-2 of German Standard or equivalent.

(i) Strip Seal Element Specification

Sealing element is made of chloroprene and must be an extruded section. The working movement range of the sealing element shall be at least 80 mm with a maximum of 100 mm at right angles to the joint and ± 40 mm parallel to the joint.

<u>PROPERTY</u>	<u>SPECIFIED VALUE</u>
Hardness	63 $\pm$ 5 Shore A
Tensile Strength	Min 11 MPa
Elongation at fracture	Min 350 %
Tear Propagation Strength	
Longitudinal	Min 10 N/mm
Transverse	Min 10 N/mm
Shock Elasticity	Min 25 %
Abrasion	Min 225 mm ³

<u>PROPERTY</u>	<u>SPECIFIED VALUE</u>
Residual Compressive Strain	Max 28 %
(22 h/70 C/360 per cent strain)	
Ageing in hot air (14 days/70 deg C)	
Change in hardness	Max +5 Shore A
Change in tensile strength	Max -20 %
Change in elongation at fracture	Max -20 %
Ageing in ozone (24 h/50pphm/25 deg C/20 per cent strain)	No Cracks
Swelling behaviour in Oil (116 h/25 per cent C)	
ASTM Oil No 1	
Volume Change	Max 5 %
Change in hardness	Max 10 Shore A
ASTM Oil No 3	
Volume Change	Max 25 %
Change in hardness	Max 20 Shore A
Cold Hardening Point	Min -35 °C

(c) Fabrication (Pre- installation)

Rolled steel profiles for edge beams shall be long enough to cater for a 2-lane carriageway. These shall be cut to size of actual requirements by means of a metre box saw. Alignment of the cut-to-size steel profiles shall then be made in accordance with the actual bridge cross-section on worktables. For this purpose, the contour of bridge cross-section shall be sketched onto these tables. After the steel profiles are aligned, they will be chucked to the tables by means of screw clamps and tacked by arc welding.

Anchor plates shall be cut to the required size by gas cutting. These shall be welded to the edge beams.

Anchor loops shall be bent to the required shape and welded to anchor plates.

The finally assembled joints shall then be clamped and transported to the work site.

(d) Handling and Storage

For transportation and storage, auxiliary brackets shall be provided to hold the joint assembly together.

The manufacturer shall supply either directly to the Engineer or to the Bridge Contractor all the materials of strip seal joints including sealants and all other accessories for the effective installation of the/jointing.

Expansion joint material shall be handled with care. It shall be stored under cover on suitable lumber padding by the Contractor to prevent damage. Any damage occurring after delivery shall be made good at the Contractor's expense to the satisfaction of the Engineer.

(e) Installation

(i) Gap Width

The width of the gap to cater for movement due to thermal effect, prestress, shrinkage and creep, superstructure deformations (if any) and substructure deformations (if any) shall be determined and intimated to the manufacturer. Depending upon the temperature at which the joint is likely to be installed, the gap dimension shall be preset.

(ii) Movement of Joint

Taking the width of gap for movement of the joint into account, the dimensions of the recess in the decking shall be established in accordance with the drawings or design data of the manufacturer. The surfaces of the recess shall be thoroughly cleaned and all dirt and debris removed. The exposed reinforcement shall be suitably adjusted to permit unobstructed lowering of the joint into the recess.

(iii) Recess

The recess shall be shuttered in such a way that dimensions in the joint drawing are maintained. The formwork shall be tight.

(iv) Joint Placing

Immediately prior to placing the joint, the presetting shall be inspected. Should the actual temperature of the structure be different from the temperature provided for presetting, correction of the presetting shall be done. After adjustment, the brackets shall be tightened again.

(v) Joint Lowering

The joint shall be lowered in a pre-determined position. Following placement of the joint in the prepared recess, the joint shall be levelled and finally aligned and the anchor loops on one side of the joint welded to the exposed reinforcement bars of the structure. Upon completion, the same procedure shall be followed for the other side of the joint. With the expansion joint finally held

at both sides, the auxiliary brackets shall be released, allowing the joint to take up the movement of the structure.

(vi) Concrete Quality

High quality concrete shall then be filled into the recess. The packing concrete must feature low shrinkage and have the same strength as that of the superstructure, but in any case, not less than concrete Class 35. Good compaction and careful curing of concrete is particularly important. After the concrete has cured, the movable installation brackets still in place shall be removed.

(vii) Strip Seal

Rolled up neoprene strip seal shall be cut into the required length and inserted between the edge beams by using a crow bar pushing the bulb of the seal into the steel grooves of the edge beams. A landing to a bead shall be formed in the thickened end of the edges of the seal which would force the thickened end against the steel beam due to wedge effect when the strip seal is buttoned in place.

(viii) Seal Protection

As soon as the concrete in the recess has become initially set, a sturdy ramp shall be placed over the joint to protect the exposed steel beams and neoprene seals from site traffic. Expansion joint shall not be exposed to traffic loading before the carriageway surfacing is placed.

(ix) Carriageway Surfacing

The carriageway surfacing shall be finished flush with the top of the steel sections. The actual junction of the surfacing/wearing coat with the steel edge section shall be formed by a wedge shaped joint with a sealing compound. The horizontal leg of the edge beam shall be cleaned beforehand. It is particularly important to ensure thorough and careful compaction of the surfacing in order to prevent any premature depression forming in it.

(f) Acceptance Test

All steel elements shall be finished with corrosion protection system.

For neoprene seal, the acceptance test shall conform to the stipulated requirements. It shall also be stretch tested. If a manufacturer is to supply this type of joint he will have to produce a test certificate accordingly conducted in a recognized laboratory in Kenya or abroad.

In view of the importance of the built up edge beams, special investigation of fatigue strength of this section with anchorages to withstand 2 x 10⁶ load change cycles without showing signs of damage, will be required. The supplier shall have to produce a test certificate in this regard conducted in a recognised laboratory in Kenya or abroad.

The manufacturer shall produce test certificates indicating that anchorage system had been tested in a recognized laboratory to determine optimum configuration of anchorage assembly under dynamic loading.

The manufacturer shall satisfy the Engineer that water tightness test for the type of joint has been carried out in a recognized laboratory to check the water tightness under a water pressure of 4 bars.

As strip seal type of joint is specialised in nature, generally of the proprietary type, the manufacturer shall be required to produce evidence of satisfactory performance of this type of joint.

(g) Tests and Standards of Acceptance

The materials shall be tested in accordance with these specifications and shall meet the prescribed criteria.

The work shall conform to these specifications and shall meet the prescribed standards of acceptance.

(h) Measurements for Payment

The expansion joint shall be measured in running metres. For filled joints, the rate per running metre shall include the cost of sealant for the depth provided in this drawing.

(i) Rate

The contract unit rate shall include the cost of all material, labour, equipment and other incidental charges for fixing the joints complete in all respects as per these specifications in the case of the Contractor supplying the expansion joint. If the manufacturer supplies the expansion joint directly to the Engineer, the cost of installation, handling and fixing shall be borne by the Contractor.

2115 Repair of Expansion Joints

The expansion joints shall be repaired by cleaning the muck filled up in the expansion joints and for preventing any further filling up of the joints and subsequent non-functioning of the joints. The joints shall be improvised as shown on the drawings.

2115.1 Materials

- (a) Structural steel conforming to BS Codes
- (b) Fe 415 HYSD bars conforming to BS Codes
- (c) Compressible fibre board
- (d) Polysulphide Sealant
- (e) Ordinary Portland Cement conforming to KS 1825
- (f) Aggregates conforming to BS
- (g) Water conforming to the specifications in BS
- (h) Epoxy bonding agent like FOSROC's Nitobond EP or any approved equivalent.

The epoxy bonding agent shall conform to ASTM C-881-89 or equivalent and shall also conform to the following requirements:

- | | | | |
|-------|----------------------|---|-----------------------------|
| (i) | Density | ~ | 1.3 kg/litre, approximately |
| (ii) | Pot life | ~ | at least 45 minutes at 30°C |
| (iii) | Compressive strength | ~ | 50 N/mm ² |
| (iv) | Flexural strength | ~ | 30 N/mm ² |
| (v) | Tensile strength | ~ | 25 N/mm ² |

2115.2 Equipment

- Welding Equipment
- Vibrators
- Concrete mixing machines
- Other general tools used in construction.

2115.3 Procedure for Repair

The bituminous wearing course and RCC/PCC wearing course near the expansion joints shall be removed by jack hammer or any suitable means as shown on the drawings and the muck shall be disposed off as directed by the Engineer.

The expansion joint and the adjoining structural concrete shall be cleaned of all dust, muck and any deleterious material. For removing the muck from the expansion joint, water jet may be applied from both top and bottom.

The structural steel shall be cut and welded as shown on the drawings and to the profile of the road cross section. The structural steel shall be painted for rust protection.

2116 Fixing Dowel Bars in Concrete

2116.1 Scope

The work shall consist of fixing HYSD bars in the existing concrete deck slab/other concrete components to facilitate bonding of a structural component with an existing one.

At least 14 days before start of the work, the Contractor shall furnish detailed methodology of construction including sources of supply of material, tools, equipment and appliances to be used on work, details of personnel and supervision.

The Contractor's personnel shall be qualified and experienced in repair and rehabilitation work of such nature.

2116.2 Materials

HYSD bars shall conform to BS.

The grout material used for fixing HYSD bars in drilled holes in concrete shall be obtained from a reputed manufacturer and grout mix shall be prepared in conformity with the manufacturer's recommendations. The material shall be either of the following:

- (a) Two/three component low viscosity epoxy resin system, having required characteristics of bonding with concrete and resistances to moisture penetration (Resicrete 21 or Resicrete 212 of M/S Structural Waterproofing Co. or SIKADUR BTP of M/S Sika Qualcrete or equivalent).
- (b) Cement grout in powder form consisting of cement, good quality sand and admixtures when mixed with required amount of water forms a pourable mix to be used for bonding HYSD bars in concrete (EXCEM – E1 manufactured by M/S Structural Water Proofing Company or M/S SIKADUR or equivalent).

The epoxy resin system shall conform to BS.

The cement grout shall basically be shrinkage compensated, chloride free and of very high strength (50 MPa at 28 days). The mix should be capable of pumping or pouring and shall have excellent bond strength with concrete and steel (bond strength of 15 MPa with HYSD bars at 28 days).

2116.3 Construction Operations

The construction operation shall be in the following sequence, and shall be supervised by the Contractor's key personnel well experienced in such works:

- (i) Drill holes of required diameter and depth at desired locations as shown on the drawings.
- (ii) Clean the hole with air blast through air nozzle of 6-mm dia. connected to air compressor to remove the drilled powder, which may remain inside the drilled hole.
- (iii) Mix the required quantity of grout so that the work could be completed within the normal setting time as specified by the manufacturers.
- (iv) Pour required quantity of mixed grout in the holes.
- (v) Insert the dowel rod in the hole where grout has been placed. Move the rod up and down several times to drive out entrapped air, if any.
- (vi) Allow the curing time as per manufacturers specifications.
- (vii) Inclined dowels shall be straightened to match their intended profile only after the grout has finally set and required strength has been achieved.

2116.4 Measurement for Payment

Measurement for fixing HYSD bars in concrete involving drilling in concrete and fixing HYSD bar with suitable fixing agent shall be measured in number of such HYSD bars fixed in position.

2116.5 Rate

The Contract unit rate for fixing of HYSD bars in the existing concrete slab/other components shall include cost of all material, labour, tools and plants, drilling required diameter hole in concrete, placing in position, temporary works, testing and curing and other incidental expenses for the satisfactory completion of the work as per the specifications.

Add the following clauses:

2200 DAY WORKS

2201 Scope

This specification covers instructions that may be issued by the Engineer as additional or substituted work to be executed on a day work basis by the Contractor or by his sub-contractors.

2202 Standards

All codes and standards mean the latest. Where not specified otherwise the installation shall generally follow the Kenyan Standard Specification for Road and Bridge Construction

2203 Measurement and Payments

Measurement and payment for all day works items shall be in accordance with the items listed in the Bill of Quantities, the preamble to Bill of quantities and the specifications above and cover the payment of plant, labour and materials for work executed in accordance with the Engineer's instructions.

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Measurement and payment for all day works items shall be in accordance with the items listed in the Bill of Quantities, the preamble to Bill of quantities and the specifications above and cover the payment of plant, labour and materials for work executed in accordance with the Engineer's instructions.

2500 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall implement the Environmental Management Plan (EMP) measures (Matrix Tables given below both for construction and maintenance and use phases), enhancement measures as directed by the Engineer. He shall submit the report on compliance with the Environmental Mitigation measures periodically to the Engineer. The Engineer will review the compliance submitted by the Contractor.

Environment and Social Management Plan Matrix

(a) Construction Phase

Table 1: Actions Matrix

Item №	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
1	<u>Degradation of water sources:</u> - Over-abstraction of water, - Water quality degradation, - Effects on downstream dependants, - Stream bed siltation, <u>Sources:</u> - Silt from earth moving, - Oil and grease, - Raw asphalt concrete, - Workshops and machinery maintenance areas, - Construction camp sites, - Material preparation sites.	- Observe regulations on water abstraction permits, slope excavations, etc.), - Monitor standards of sanitation at the construction camps, - Establish a mechanism for solid waste collection, storage, transfer and disposal, - Liaise with water authorities for installation of RGSs at all crossings.	The Contractor, The Resident Engineer. DEO and KURA Engineers.. Immediate action and maintained throughout the project period.	- Minimal silt discharging into water bodies, - NO effects on physical status of water quality, - Centralized effective collection of solid wastes	- Status of streams and wetlands and water quality along reserve, - General social Concerns. Specific attention at all crossings and other water bodies.
2.	<u>Air quality:</u> - Dust and particulate matter, - Visual disruption, - Particulate matter, - Surface depositions, - Bronchial and eye problems. <u>Sources:</u> Construction activities (earth moving and machinery	- Ensure earth surface roads, deviations and dry materials are kept damp at all times, - Establish information flow process to the communities on dusty conditions,	The Contractor and the Resident Engineer. Surveillance by the, NEMA Officials, DEO and Public Health Officials. Project period	Low visible particulate matter in the air. Requirements of Clause 19 of the General Conditions of Contract	- Dust level within the project, - Exhaust fumes from construction machineries. Project wide situation.

Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
	operations).	Keep inevitable dusty conditions and/or emissions as short as possible,			

Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
3	<u>Vegetation Cover Degradation:</u> - Removal of vegetation from road reserve and deviation routes, - Loss of vegetation from material sites and access routes, <u>Sources:</u> - Construction of deviations, - Material borrow pits and quarries,	- Collaborate with the Local authorities in their beatification programmes, - Implement top-soiling and grassing programme for the road reserve and material sites, - Introduce soft shrubs in the median of the dual carriage, - Introduce trees on canopies on reserves near built-up areas, - Ensure vegetation does not compromise road safety.	The Contractor and Resident Engineer KURA Engineers and DEO to keep surveillance	Vegetation trend that is also safe to the road users. Requirements of Clause 19 of the standard Bid Docs	Greenery along the route of the road. Special attention at sloppy sections and river crossings will be necessary.
4	<u>Environmental Pollution:</u> - Siltation of water bodies, - Pollution of water (turbidity and hydrocarbons residuals), - Visual pollution (from dust and emissions), <u>Sources:</u> - Oil/grease storage, - Solid waste disposal (filters, greases, asphalt wastes, etc.), - Construction machinery and vehicles,	- Develop Standard Operating Procedures (SOPs), schedules and supervision guidelines for the project works, - Focus on sensitive features (e.g. stream crossings and slopes) for necessary precautions, - Establish dust control programme and machinery performance and waste disposal controls,	The Contractor Resident Engineer NEMA offices, water offices and KURA Engineers to keep surveillance.	Minimal disruption to physical and biological environmental quality throughout the route.	- Water quality, - Environmental features, - Risks to health and safety, - Wastes characteristics. Pollutants from camp sites, service yards and material preparation yards.

	▪ Excavated earth, ▪ Water abstraction points,				
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Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
5	<u>Land degradation:</u> - Soil loss, - Soil quality degradation, - Land use changes, - Material sites, <u>Source:</u> - Surface runoff channels from camps and working areas, - Temporary road diversion routes, - Material extraction and transportation.	- Monitor land use trends along the route in liaison with planning department, - Initiate a planned vegetation programme on road reserve, - Rehabilitation plans of materials sites with landowners (lease agreements to reflect this aspect).	The Contractor and the Resident Engineer Surveillance by the KURA Engineers and DEO	Conservation of soils on each side of the road.	Land use trends. A project wide concern, specific locations of camp sites, sloppy zones and crossings. The Contractor to carry out full ESIA for all material sites
6	<u>Health and Safety</u> - Personal injuries (construction employees), - Communicable diseases including HIV/AIDS), - Potential accidents at material quarries, - Environmental diseases (bronchial and eye problems), <u>Sources:</u> - Construction dust and emissions, - Interaction of construction workers with communities, - Pollution of water from construction activities,	- Provide safety programmes for material sites and working areas, - Provide safety provisions (signage and lighting) for deviations, - Awareness, prevention and training on HIV/AIDS and other social diseases, - Provide service roads and bus at settlement areas to reduce road accidents. - Provide medical, insurance cover and PPEs for all the	The Contractor and Resident Engineer. The PPRO, Surveillance by the DWO, DPHO, and the DEO in Nairobi and NAIROBI, Entire project period.	Information flow and dissemination on health and safety. Specific response to HIV/AIDS issues Requirements of Clause 19 of the standard Bid Docs Requirements of Clause 34 and 35 of the General Condition Of Contract	Complaints on health safety aspects related to the road construction activities. Trends in HIV/AIDS cases along the corridor, Special focus on material sites and road diversions routes. Focus on major towns and settlement areas I the project corridor.

	▪ Material sites, ▪ Traffic deviations, ▪ Construction camp sites.	construction workers.			
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Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
7	<u>Social and Economic:</u> ▪ Temporary disruption of business activities, ▪ Insensitivity to public concerns during construction, ▪ Access into and out of highway by special social groups, ▪ Benefits to riparian communities ▪ Safety issues (deviations and materials sites, etc.), ▪ Noise to residents living along the route, <u>Sources:</u> Materials sites, Deviation routes, Construction machineries, Crossings, Construction camps.	▪ Enhance consultations with communities on activities affecting them and collaborate on the impacts reduction, ▪ Establish modalities of recruiting manual labour from within the project areas, ▪ Provide service roads and slips accesses, ▪ Locals Authorities for Dagoretti, Karen and Ngong may consider physical planning along the highway for maximum benefits, ▪ Integrate construction works with other projects ongoing in the project route, ▪ The contractor to establish and manage environmental and social committee to oversee mitigation measures,	The Resident Engineer (PPRO) in conjunction with the Contractor, Liaison with local authorities and the Provincial Administration, Entire construction period	An acceptable, sustainable and economically viable road with long term benefits to the people without adverse implications on the physical and social environment.	Trends in socio-economic dynamics along the project road and its catchments , Special attention on realigned and expanded sections of the road. Encroached sections will also require attention.

Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitoring Parameters
8	<u>Provision of Road Reserve</u>	- Kenya Urban Roads Authority to undertake availability of the road reserve, - Serve adequate quit notices to the encroaching developments	KURA Upon commencement of the project	Clear project route and get back the road reserve.	The design of the road is confined within the 60m. Completed survey will provide actual encroachments and necessary acquisitions.
9	<u>Material Sites (hard stone, gravel and water)</u> - Land degradation, - Loss of land vegetation cover, - Surface hydrology changes, - Access roads' damages, - Water sources' degradation, - Water quality.	Full ESIA studies should be undertaken on all materials sites upon final identification, Rehabilitate the material sites after construction. Lease responsibilities with landowners necessary, Obtain appropriate permits for construction water abstractions	Contractor and Resident Engineer. DEO and KURA Engineers to supervise Throughout the construction phase.	Sustainable abstraction of materials.	It is likely that all material sites will be on private land. Sources of construction water have other uses by the communities.
10	<u>Decommissioning</u> - Removal of construction camps, - Materials sites and preparation yards, - Equipment removals.	- Carry out decommissioning audits for the camp sites, - Rehabilitate all material sites and preparation yards, - Remove all construction equipments and excess materials from the site.	The Contractor under supervision of the Resident Engineer, PPRO and the DEOs	Rehabilitated material sites and cleared material preparation yards.	Usability of the affected camps' and material sites.

(b) Road Maintenance and Use

Table 2: Action Plan Matrix (Maintenance and Use)

Item №	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitorable Indicators
1	<u>Environmental Pollution:</u> - Water quality degradation, - Air pollution, - Solid waste dumping (road litter), - Material spills (pollutants), - Vehicular scraps, - Residuals from material sites and preparation yards, <u>Sources:</u> - Surface runoff drains from the road, - Oils spills on road surface, - Road litter (from road users and roadside clearing), - Poorly maintained vehicles – higher related emissions, - Spills from accident sites, - Emerging social and economic centres, - Road repairs and maintenance activities.	- Establish a policy and implementation guidelines in close collaboration with experts and NEMA, - Develop monitoring compliance with vehicular emission standards along the road, - Introduce clean-up responsibilities for the road users (e.g. spills from accident vehicle owners), - Provide public waste receptacles at strategic locations along the route (bus stops and crossing areas), - Drainage channels be kept clear at all times to prevent overloading with polluting materials, - Collaboration with the traffic police on enforcement of road regulations.	KURA Consultation with the DEO and Water Offices for surveillance, Administration, Traffic Police Department and the Local Authorities.	A road that is compatible with the social conditions and features.	Complaints on the utilization of the roads, Environmental quality trends (status of water sources, water quality and aquatic vegetation), Compliance with road transport regulations.

Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitorable Indicators
2	<u>Health, Safety and Security</u> - Contamination of water and water sources, - Noise and vibrations, - Increased road accidents, - Security aspects, - Spread of infectious diseases (HIV/AIDS and other social diseases) <u>Sources:</u> - Contaminated runoff from the road surface, - Roadside litter and solid wastes, - Increased traffic and driving style variances along the route, - Social interactions, - Inadequate road safety signage and facilities.	- Draw strategies for road safety measures and sensitize residents within risk areas, , - Integrate safety measures in the overall maintenance of the road, - Develop liaison with health provision arms for emergence response on the road, - Liaise with appropriate department to ensure compliance with road regulations and traffic rules along the stretch, - Ensure maintenance of signage and other facilities at all times.	KURA Traffic Police department,. Administration Leadership, Health department and rescue groups. Continuous	Enhanced safety throughout the road and construction of the road to enforce security.	Complaints from the riparian residents, Recorded cases and categories of road accidents, HIV/AIDS trends within towns along the route.

3	<u>Social and Economic Aspects</u> ▪ Land use changes due to efficient transport, ▪ Increased settlements and population, ▪ Higher traffic volumes, ▪ Mixed economic activities (general trading, industrial, institutional, etc.), ▪ Road safety issues, ▪ Road ownership by all.	▪ Collaboration with physical planning Depts. to enhance roadside planning. ▪ Collaborations for sustainable social and economic development, ▪ Include environmental aspects in scheduled road audits.	KURA Continuous process	Compatibility of the road with social and economic interests of the local residents and road users.	Land use trends in time and along the route, Population trends Complaints received from the local communities and the road users in general.
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Item No	Anticipated Impacts and Sources	Proposed Actions	Responsibility and Timeframe	Targets to Achieve	Monitorable Indicators
4	<u>Maintenance</u> ▪ Drainage clearance for free storm water flow, ▪ Vegetation clearing for enhance visibility, ▪ Roadside litter collection, ▪ Road safety facilities and signage maintenance, ▪ Re-encroachment into the road reserve, ▪ Roadside land development practices,	▪ Establish modalities for the involvement of the riparian landowners in the maintenance of the road, ▪ Install and maintain appropriate road signs. Liaise with other authorities in the control of roadside advertisement billboards that masks the safety signs, ▪ Maintain trash bins at strategic locations along the route (bus stops and major crossing points), ▪ Prepare a maintenance procedure in line with existing guidelines.	KURA DEO, water authorities the Administration for surveillance Continuous process	Maintained high level quality of road surface, installations and components.	
5	<u>Decommissioning phase:</u>	Undertake a decommissioning audit of part, sections or entire road reconstruction and establish appropriate measures to prevention environmental pollution and public safety.	KURA After the design road life span (15 – 25 years) Any major repairs along the route.	None or minimum impacts to the environment and social well being	–

2400 TRAFFIC MANAGEMENT AND DIVERSION**2401 General**

The Contractor shall prepare and submit to Engineer within one month of the date of commencement of the works a detail traffic diversion plan as per the requirement of traffic authorities. The Contractor shall have to carry out the modifications in the traffic diversion plan at various stages of work as required. The Contractor shall maintain liaison with the traffic/highway police/authorities so as to ensure smooth flow of traffic at all stages of the work without causing inconveniences to the traffic.

2402 Traffic Rotary

The Contractor shall provide traffic rotary showing traffic direction made up of four blinders mounted on M.S. Frame of 5-x50 mm x 6 mm size 250 Hz frequency electrically operated at both ends of the cordoned area for help and guidance of road users. Necessary arrangements for supply of electricity shall be made by the Contractor.

2403 Road Delineates

Road delineates as per the relevant codes and as per the relevant drawings and as directed by Engineer shall be fixed at suitable intervals to have a suitable guidance to the road users at the night time for smooth flow of traffic. Delineators shall be fixed firmly in the ground. Also, red flags and cat eye reflectors shall be fixed on the barricades. Alternative arrangements shall also be kept ready in case of failure of electricity.

2404 Signs, Lights, Barriers and other Traffic Control Devices

Signs, lights, barriers and other traffic control devices shall be provided and maintained in a satisfactory condition till such time that they are not required as directed by the Engineer, so as to ensure smooth and safe traffic on the road throughout the length of the project road.

2405 Barricades

The barricades erected on either side of the carriageway/portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes. Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

At the points where traffic is to deviate from its normal path, whether on temporary diversion or part width of the carriageway, the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or similar devices to the directions of the Engineer. At night, the passage shall be delineated with lanterns of other suitable light source.

2406 Passage through Works**2406.1 One-Way Traffic Operation**

One-way traffic operation shall be established whenever the traffic is to be passed over part of the carriageway inadequate for two-lane traffic. This shall be done with the help of temporary traffic signals or flagmen kept positioned on opposite sides during all hours. For regulation of traffic, the flagmen shall be equipped with red and green flags and lanterns/lights.

2406.2 Two Way Traffic Operation

On both sides, suitable regulatory/warning signs as approved by the Engineer shall be installed for the guidance of road users. On each approach, at least two signs shall be put up, one close to the point where transition of carriageway begins and the other 120 m away. The signs shall be of approved design and of refractory type, if so directed by the Engineer.

2406.3 Traffic Control Devices

Signs, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time that they are not required as directed by the Engineer. The temporary travelled way shall be kept free of dust by frequent applications of water as necessary.

The details of work which is to be carried out by the Contractor as part of the traffic management during the construction period are given under Bill № 9 of the Bill of Quantities.

2500 HIV/AIDS, GENDER, SOCIAL ISSUES, LOCAL PARTICIPATION & TRAINING

2501 Scope

This specification sets out the Contractor's obligations with regard to on-site HIV/AIDS awareness campaign and preventive measures which are to be instituted.

2502 Interpretation and Documentation

The following documents shall inter-alia be read in conjunction with this specification.

- The instruction to bidders
- The Conditions of Contract
- The drawings

2503 HIV/AIDS Awareness Campaign

The Contractor shall institute an HIV/AIDS awareness campaign amongst his workers for the duration of the Contract. As part of the Campaign the Contractor will be required to display AIDS awareness posters in all buildings frequented by workers employed on the Contract where such buildings fall under the control of the Contractor. In addition, at least ten (10) of the Contractor's vehicles, regularly used on site shall display HIV/AIDS awareness posters. The posters shall be printed on gloss paper and shall be at least A1 size on building and A3 size or other approved size on vehicles. The message on the posters shall be supplied by the Employer through the Engineer before the posters are printed.

AIDS awareness shall also be included in the orientation process of all workers employed on the Contract.

In the awareness campaign, the Contractor shall employ and designate a safety officer who will undertake and coordinate all aspects of the HIV/AIDS awareness campaign.

2504 AIDS Prevention Campaign

The Contractor shall institute an HIV/AIDS prevention campaign amongst his workers for the duration of the Contract. As part of the campaign the Contractor will be required to make condoms available to workers. The condoms shall be from an approved manufacturer and comply with the current ISO Standards or WHO/UNAIDS Specifications and Guidelines for condoms, 1998, or any more recent equivalent publication. The Contractor shall make available at least 4,000 condoms every month, through dispensing machines or other approved method of distribution. The Contractor shall at all times keep the site adequately supplied with condoms.

As part of the campaign the Contractor shall operate at least one STD and HIV/AIDS clinic on site or make alternative arrangements with an existing suitably qualified and equipped Local clinic. The clinic shall have a minimum of two rooms each at least 10 m² with ablution and washroom. The clinic shall be suitably staffed and equipped for screening, diagnosis and counselling of STD and HIV/AIDS of the project staff and labour. The Contractor shall cover the costs of the clinic to provide free treatment for general STD cases, whereas workers with HIV/AIDS shall be referred to the national HIV/AIDS programme coordinated by the Ministry of Health.

2505 HIV/AIDS Training

2505.1 Objective

The objective of the AIDS/HIV training programme is to reduce the risk of exposure to and spread of the HIV virus in the Area influenced by the construction project. The target group will be local labourers and their superintendents employed by the works Contractor. The wider community will benefit indirectly through their normal day-to-day interaction with the target group.

2505.2 Scope of activities

Activities for HIV/AIDS awareness and prevention will be broad-based, targeting both individuals and groups. They may consist of:

- Information posters in public places, both on and offsite (eating houses, bars and guest houses) and on the Contractor's vehicles
- Availability of socially marketed condoms
- Peer educators (reference people) drawn from the local labour and educated in HIV/AIDS issues for discussion with colleagues (estimate 1 per 100 employees).
- Small focus group discussions to disseminate information covering key issues
- Theatre groups and video presentations
- Promotional events (such as football matches) to encourage openness and discussion of HIV/AIDS issues.
- Promotional bill boards to raise awareness of the integration of construction and HIV/AIDS activities
- Inclusion of HIV/AIDS activities at site meetings with the Local Aids Committees and other approved representatives.
- Availability of promotional materials including T-shirts, caps, bumper stickers and key rings.

The scope of activities may be tailored as required to meet the perceived needs and priorities of the labourers and should involve participatory approaches to ensure that they are appropriate and have a public health impact. The scale and frequency of activities may also be adjusted to suit the requirements of the target group. The education will cover:

- Preventive behaviour including partner reduction, condom use, awareness and appreciation of the importance of treatment of sexually transmitted incidences (STIs)
- Skills including negotiating safer sex, correct condom use, purchase of condoms without embarrassment, and
- Referral to local health centres and available services.

Tasks to be undertaken to support the above activities services shall include:

- Establishing the status and focus of all current and planned HIV/AIDS activities in the area to ensure complementarities and determining potential involvement in project activities
- Carrying out a brief review of regional activities combining road construction with HIV/AIDS campaigns to determine options, best practice key issues and constraints
- Reviewing of Information, Education and Communication (IEC) materials available and their relevance to road construction, making recommendations for future development of IEC materials
- Providing education and training for the site personnel, superintendents and peer educators for the scope of activities as above.
- Providing supervision for peer educators to ensure sustained quality of education and provision of incentives for the scope of activities as above.
- Providing Mechanism for the social marketing of condoms and distribution of materials
- Monitoring activities regularly to assess effectiveness and impact. This should include an initial, interim and final assessment of basis knowledge, attitude and practices (KAP) taking account of the existing data sources and recognizing the limitations due to the short time frame to show behaviour change. The KAP shall be supported by qualitative information from focus group discussion.

2505.3 Collaboration

HIV/AIDS activities are coordinated nationally by the National Aids Control Council (NACC). The Kenya Urban Roads Authority in consultation with NACC and the Ministry of Health (MOH) shall coordinate with the local representatives. Representatives of Local Health Authorities shall be invited to attend training and communication activities.

Activities on the construction site shall be linked as far as possible with the on-going HIV/AIDS awareness and prevention in the area. This will ensure complementary of approaches, reinforcing education and minimizing duplication, in addition, these links will ensure that the target group will have access to continued information after the end of the construction period.

2505.4 Contractor's Responsibilities

The Contractor will employ and designate a qualified HIV/AIDS expert, to be approved by the Engineer, who will work closely with the Employer, Ministry of Health and other implementing agencies to support the HIV/AIDS awareness and prevention activities. This will ensure maximum effectiveness and integration with construction activities. Specific but not exclusive, issues to be addressed by the Contractor shall include:

- Scheduling appropriate timing and durations of the implementation of HIV/AIDS activities as part of work plan for labourers and superintendents.
- Designated rest times such as lunch breaks and paydays shall be excluded.
- Identification of suitable individuals from recruitment records for education with the implementing organization
- Provision of suitable sites for communication activities and for condom distribution
- Monitoring of the implementation of peer educator activities, and
- Provision of support as necessary to the implementing organization.

2505.5 Inputs

An organization experienced in the provision of HIV/AIDS awareness and prevention activities shall be selected as a subcontractor to provide the above scope of activities on behalf of the main Contractor.

2505.6 Reporting

The implementing organization shall produce the following reports to be submitted to the Contractor, Consultants, Ministry of Transport, Infrastructure, Lands, Housing and Urban Development, Kenya Urban Roads Authority and NACC:

- Monthly progress briefs for inclusion in site meetings discussions
- Quarterly reports detailing activities carried out, issues and follow ups
- A review report of activities in the road construction sector
- A review report of the existing IEC materials with recommendations for development of materials specifically for the road sector
- A final report detailing the methodology and activities carried out under this project including lessons learnt, impact, liaison with the Contractor and other parties.

In addition, a report with the recommended approach for integration of HIV/AIDS awareness and prevention activities in the road construction sector shall be produced. This shall be a synthesis of project activities including contractual approaches, communication activities, availability of materials and liaison with the existing organizations. It shall be developed with all parties involved in the construction activities to ensure that the wide range of views and experiences are gained.

The final report and recommended approach will be presented to the Ministry of Roads, Kenya Urban Roads Authority, NACC and other interested organizations including private sector, funding agencies and Non-Governmental Organisations.

2506 Timing

Activities shall commence at the start of the construction period and continue throughout the Contract period to ensure that a sustained impact reporting and dissemination activities shall continue for three months after the project is completed to ensure integration into the current practice.

2507 Measurement and Payment

The payment items in this Clause shall include full compensation for all work associated with the provision of HIV/AIDS related services as specified.

Item: Instituting an HIV/AIDS awareness campaign

Unit: Months

The unit of measurement shall be the calendar month or part thereof, measured over the duration of the campaign. The rate shall include for providing a Safety Officer to deal with HIV/AIDS together with his/her transport requirements. The payment shall be made monthly, pro-rata for parts of a month, from the date of appointment of the officer until the completion of the works or substantial demobilization of the local workforce whichever comes first.

Item: Instituting an HIV/AIDS prevention campaign

Unit: Months

The unit of measurements shall be the month. The rate shall include the cost of providing a clinic or make alternative suitable arrangements, running the clinic, providing condoms as per the specifications and meeting all the costs of time related costs.

The payment shall be made monthly, pro-rata for parts of a month, from the date of establishing the clinic until the completion of the works or substantial demobilization of the local workforce whichever comes first.

Payment shall only be made for periods during which the Contractor has effectively provided the services.

Item: HIV/AIDS training

Unit: Provisional Sum

Payment shall be made for the actual expenditure incurred by the Contractor for which receipted vouchers shall be produced. The rate shall include full compensation for equipment, labour and material required for the provision of the services.

In addition, the Contractor will be paid for handling, overheads and profit at a percentage (%) rate of the receipted expenses incurred.

SECTION 9: BILLS OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

1. The Bill of Quantities shall form part of the Contract documents and is to be read in conjunction with Instructions to Bid, Conditions of Contract, Specifications and Drawings.
2. The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed description given in the Conditions of Contract and specification for the full direction and description of work and materials.
3. The Quantities set forth in the Bill of Quantities are estimated and provisional representing substantially the work to be carried out and given to provide a common basis for bidding and comparing the bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. The prices and rates inserted in the Bill of Quantities will be used for valuation of the work executed and the Engineer will measure the whole of the works executed in accordance with this Contract. A price or rate shall be entered in link against every item in the Bill of Quantities with the exception of items which already have provisional sums affixed thereto. The bidders are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discount if any. Bidders who fail to comply with this will be disqualified.
5. Provisional Sums (including Dayworks) in the Bill of Quantities shall be expended in whole or part at the discretion of the Engineer in accordance with Subclause 52.4 and Clause 58 of the Conditions of Contract.
6. The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided in the Contract, include all constructional plants to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance of works overhead and profit, taxes and duties together with the general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephone, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
7. Errors will be corrected by the Employer for any arithmetic error in computation or summation as stipulated under Clause 28 of the Instructions to Bidders.
8. The Bill of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principle of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM)
9. "Authorised" "Directed" or "Approved" shall mean the authority, direction or approval of the Engineer.
10. Unless otherwise stated, all measurement shall be net on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
11. Hard/rock materials in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledge hammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single rear-mounted hydraulic ripper. Boulders of more than 0.2 m³ occurring in soft materials shall be classified as hard material.

(m) Soft materials shall be all material other than hard material as defined under Item (l) above.

(n) The units of measurement and abbreviations tabulated below are used herein

Unit	Abbreviation
Number	No
Millimetre	mm
Square millimetre	mm ² / sq mm
Metre	m
Square metre	m ² / sq m
Cubic metre	m ³ / cu m
Hectare	ha
Kilogramme	kg
Lump sum	LS
Prime Cost	PC
Tonne	Tonne
Metric ton (1000 kg)	t / tonne
Degrees centigrade	°C
Hour	h / hr
Week	wk
Month	mth
Horsepower	hp
Kilowatt	kW

BILL No. 1: PRELIMINARIES AND GENERAL ITEMS

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
1.01	Allow a provisional sum of Kshs 5,000,000.00 for Provision and Maintenance of Engineer's Office as shown on the drawings or as instructed by the Engineer for use during the duration of the Contract.	PC Sum	1	5,000,000	5,000,000
1.02	Extra Over item 1.04 for Contractor's overheads and profit.	%			
1.03	Allow Kshs. 3,000,000 for provision and maintenance of furniture and equipment for the Engineer's office as well as survey equipment as specified for the Contract period.	PC Sum	1	3,000,000	3,000,000
1.04	Extra Over item 1.03 for Contractor's overheads and profit.	%			
1.05	Allow a provisional sum of KShs.2,500,000.00 for Material Testing as directed by the Engineer.	PC Sum	1	2,500,000	2,500,000
1.06	Extra Over item 1.04 for Contractor's overheads and profit.	%			
1.07	Allow a provisional sum of Kshs. 3,000,000.00 for Resident Engineer's Miscellaneous account including overtime payments.	Provisi onal Sum	1	3,000,000	3,000,000
1.08	Extra Over item 1.06 for Contractor's overheads and profit.	%			
1.09	Provide, erect and maintain publicity signs as instructed by the Engineer.	N _o	6		
1.10	Allow a provisional sum of Kshs. 1,500,000.00 to cover the cost of telecommunications of the Resident Engineer and his staff during the period of contract to be paid on the basis of expenditure incurred.	Provisi onal Sum	1	1,500,000	1,500,000

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
1.11	Extra Over Item 1.11 for Contractor's overheads and profits	%			
1.12	Allow for attendance to the Resident Engineer's staff.		1	18,680,000	18,680,000
	(a) Assistant Engineer	M. Month	48	75,000.00	
	(b) Inspector of Works	M. Month	48	50,000.00	
	(c) Laboratory Technologist	M. Month	24	50,000.00	
	(d) Administrator	M. Month	48	35,000.00	
	(e) General Clerk	M. Month	64	30,000.00	
	(f) Survey Assistant / Leveler	M. Month	48	40,000.00	
	(g) Secretary	M. Month	48	30,000.00	
	(h) Chainmen	M. Month	64	25,000.00	
	(i) General Attendants	M. Month	96	30,000.00	
1.13	Extra Over item 1.12 for Contractor's overheads and Profits	%			
1.14	Provide a Provisional Sum of KShs 4,000,000 for reimbursement to the Contractor for payment of the Engineer's support staff and or Junior Engineer's over time and allowances in accordance with Clause 140 of the Special Specifications.	PC Sum	1	4,000,000	4,000,000
1.15	Extra Over item 1.12 for Contractor's overheads and Profits	%			
1.16	Provide with driver and maintain two (2) new, minimum 2.8 litre turbocharged 4-wheel drive, double-cab pickup vehicles or similar, approved by the Engineer, fitted with air bags, mobile telephone hands free headset and a two-way radio for the exclusive use of the Engineer inclusive of the first 4,000 km per vehicle month.	V. month	60		
1.17	Extra Over item 1.15 for inclusive of fuels, maintenance, lubricants and servicing for kilometrage over 4000 km per vehicle month	km	30,000		

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
1.18	Provide a provisional sum of kshs. 2,500,000 for reimbursement to the contractor for payment of Engineer's support Staff and or Junior Engineer's overtime and allowances in accordance with clause 140 of the special specifications	Prov. Sm	1	2,500,000.00	2,500,000
1.19	Extra Over item 1.16 for Contractor's overheads and Profits	%			
Total Bill 1 - Preliminaries and General Items (Carried Forward to Summary)					

BILL No. 4: SITE CLEARANCE AND TOPSOIL STRIPPING

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
4.01	Clear site on road reserve including removal of all growths, bushes, hedges, trees, stumps, grub up roots, and other deleterious materials and back-fill and compact to 100% MDD (AASHTO T99) with approved material as directed by the Engineer.	ha	18.06		
4.02	Strip top soil up to 0.2 m in thickness along alignment or material sites including removal of all grass and other vegetation, transport to spoil and spread or stock pile for re-use as directed by the Engineer.	m ³	36,120		
4.03	Dismantling of structures on roadway including sorting out the dismantled material, disposal of unserviceable material complete with leads and lifts as instructed by the Engineer and utilizing the serviceable material free of cost in permanent works.				
	(a) Plain concrete	m ³	50		
	(b) Reinforced concrete	m ³	50		

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
4.04	Cutting and transportation of the existing trees of girth above 300 mm girth as instructed by the Engineer, including shifting of the tree and storing at locations as instructed by the Engineer.	Nº	150		
4.05	Excavate, remove and dispose existing 900 mm, 600 mm and 300 mm dia. pipe culverts including the inlet and outlet structures as directed by the Engineer.	m	750		
4.06	Provide a provisional sum of KShs20, 000,000.00 for relocation of services.	Provisi onal Sum	1	20,000,000	20,000,000
4.07	Extra over tem 4.06 for Contractor's overheads and profit.	%			
4.08	Dismantling of structures on the roadway including sorting out the dismantled material, disposal of unserviceable material and utilizing the serviceable material free of costing permanent works as directed by the Engineer				
	a) Reinforced Concrete of any class	m3	300		
	b) Brick and / or stone mansory	m3	300		
	c) Bituminous pavement	m3	1000		
	d) Granular pavement	m3	150		
	e) Plain concrete of any class	m3	100		
Total Bill 4 ~ Site Clearance and Topsoil Stripping (Carried Forward to Summary)					

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
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BILL No. 5: EARTHWORKS

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	No separate payments shall be made for gravel for blinding and hauling to spoil of unsuitable excavation materials and the cost of such shall be included in the rates and/or prices.				
5.01	Cut to Fill in soft material including benching of shoulders and embankments and compaction to 100% MDD (AASHTO T99) in layers not exceeding 150mm.	m ³	5,040		
5.02	Ditto item 5.01 but in hard material.	m ³	500		
5.03	Fill in soft material from borrow pits.	m ³	17,239		
5.04	Fill in hard material from borrow pits.	m ³	500		
5.05	Cut to spoil in soft material.	m ³	55,300		
5.06	Ditto item 5.05 but in hard material.	m ³	6,144		
5.07	Provide, spread, water, process and compact 150 mm improved subgrade to 100% MDD (AASHTO T99).	m ³	23,806		
5.08	Provide for rockfill in swampy areas as directed by the Engineer	m ³	8,619		
Total Bill 5 - Earthworks (Carried Forward to Summary)					

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
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BILL No. 8: CULVERTS AND DRAINAGE WORKS

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	No separate payments shall be made for gravel for blinding and hauling to spoil of unsuitable excavation materials and the cost of such shall be included in the rates and/or prices.				
8.01	Excavate in soft materials for pipe culverts, headwalls, wingwalls, aprons, toe walls, drop inlets, mitre drains and catch water drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m ³	12,314		
8.02	As item 8.01 but in hard material (any method)	m ³	500		
8.03	Provide, lay and joint 600 mm dia. concrete pipes (precast to BS 5911 Parts 1 & 3) for ducts.	m	950		
8.04	As for item 8.03 but 450 mm dia. concrete pipes (precast to BS 5911 parts 1 & 3) for cross culverts.	m	200		
8.05	As for item 8.03 but 900 mm dia. concrete pipes (precast to BS 5911 parts 1 & 3) for cross culverts.	m	150		
8.06	Provide, place and compact class 15/20 concrete to beds, surround and haunches.	m ³	932		
8.07	Provide, place and compact class 25(20) concrete for scour checks, headwalls, wingwalls, aprons, and toe walls to access and cross pipe culverts including all formwork and the provision and placing of reinforcement as shown in the drawings.	m ³	600		

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
8.08	Provide and place A142 fabric mesh reinforcement or Equivalent for wing walls, aprons, toe, wall, inlets and outlets and as directed by the Engineer	m2	500.00		
8.09	Provide and lay 150mm thick grouted stone pitching with ratio 1:4 cement to mortar, on culvert inlets and outlets and where directed by the Engineer	m2	1,000.00		
8.10	Provide and joint 450 mm diameter precast concrete invert block drain (IBD) channels with two double side precast side slabs of 600x225x75 mm as lining for side drain including bedding and backfilling with selected material as directed by the Engineer.	m	13,314		
8.11	Extra Over for precast side slabs of 600x225x75mm.	m	1,000.00		
Total Bill 8 - Total Culverts and Drainage Works (Carried to Summary)					

BILL No. 9: PASSAGE OF TRAFFIC

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
9.01	Provide and maintain the signs and barriers for safe passage of traffic including signage, Barricades - drum type, Barricades - steel portable, Flashing light arrow panels.	L/S	1		
9.02	Allow for passage of traffic through the works.	L/S	1		
Total Bill 9 - Passage of Traffic (Carried Forward to Summary)					

BILL No. 12: NATURAL MATERIALS FOR SUBBASE

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	<i>No overhaul will be paid for separately under this item and the cost of hauling will be deemed to have been included in the rates</i>				
12.01	Provide, place and compact Natural Gravel Material for base quality for the repair areas on carriageway and walkways.	m ³	27,911		
Total Bill 12 ~ Total Natural Material for Subbase (Carried to Summary)					

BILL No. 13: GRADED CRUSHED STONE SUB BASE

ITEM No	Item Description	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	<i>No separate payments shall be made for the overhaul of material and the cost of such haulage shall be included in the rates and or prices</i>				
13.01	Provide, mix, spread and compact 225mm of Graded Crushed Stone (GCS) for Sub base/base	m ³	9,912		
Total Bill 13 ~ Graded Crushed Stone Sub Base (Carried Forward to Summary)					

BILL NO 14: CEMENT & LIME TREATMENT MATERIALS

ITEM NO.	DESCRIPTION	UNIT	QTY	BILLED	
				RATE	AMOUNT

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
14.01	Provide, transport to site and spread/mix cement improvement agent at 45-65kg/m ³ for natural material sub-base and GCS base as instructed by the Engineer	tonne	2,003		
14.02	Mix the Subbase material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or as instructed by the Engineer.	m ³	40,395		
14.03	Allow for curing and protection of treated subbase as specified or as instructed by the Engineer.	m ²	131,344		
	TOTAL CARRIED TO BILL SUMMARY				

BILL No. 15: BITUMINOUS SURFACE TREATMENT

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	<i>Note: No haulage will be paid for bitumen or chipping sand. This should be included in the billed rates.</i>				
15.01	Prepare surface of carriageway and footpaths, provide, heat and spray MC 70 cutback bitumen as a prime coat at spray rate of 0.8 - 1.2 l/m ² or as directed by the Engineer.	litres	82,747		
15.02	Prepare surface of carriageway and footpaths, provide, heat and spray MC 30 cutback bitumen as a prime coat at spray rate of 0.8 - 1.2 l/m ² or as directed by the Engineer.	litres	41373.36		
15.03	Clean and prepare surface of carriageway and footpaths, provide and spray K1-60 bitumen emulsion as tack coat at a spray rate of 0.3 - 0.8 l/m ² or as directed by the Engineer.	litres	122,807		

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
Total Bill 15 ~ Bituminous Surface Treatment (Carried to Summary)					

BILL No. 16: WEARING COURSES

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
	<i>Note: No haulage will be paid for bituminous mix bases and Asphalt Concrete (AC) binder course and the rate shall be all inclusive.</i>				
16.01	Provide, lay and compact Asphalt Concrete Type I with bitumen and 0/20 mm aggregates as wearing course of 50 mm thickness on the carriageway.	m ³	3,486		
16.02	Provide, lay and compact Asphalt Concrete Type I with bitumen and 0/14 mm aggregates as wearing course of 35 mm thickness on the footpaths.	m ³	1,249		
Total Bill 16 ~ Total for Wearing Course (Carried Forward to Summary)					

BILL No. 20: ROAD FURNITURE

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
20.01	Provide and fix precast road reserve boundary posts of cement concrete Class 20/20 and painted in white, embedding posts in concrete Class 15/20, backfilling complete as per the specifications, drawings and as instructed by the Engineer	N _o	156		
20.02	Excavate for, provide & place 250 x 125 mm precast concrete raised kerbs haunched in 100 mm thick class 15/20 concrete base bedding and mortar joined in support to carriageway, busbays and junctions as directed by the Engineer.	m	8,209		
20.03	i) As 20.02 but for Flush Kerbs	m	1,500.00		
	ii) Excavate for, provide & place 100 x 125 mm precast concrete channels haunched in 100 mm thick class 15/20 concrete base bedding and mortar joined in support to carriageway, busbays and junctions as directed by the Engineer..	m	49,254		
20.04	Provide and erect permanent road signs where instructed by the Engineer and in accordance with Special Specifications Clause 2004 as follows:				
	(a) Warning signs	N _o	15		
	(b) Priority prohibitory and mandatory signs	N _o	20		
	(c) Standard informatory signs				
	(i) Less than 1.0 m ²	N _o	5		
	(ii) More than 1.0 m ² but less than 5.0 m ²	N _o	5		

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
20.05	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 100 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For centreline marking (broken line) with yellow paint, 100 mm wide.	m ²	1,642		
	(ii) For edge marking with white paint.	m ²	3,284		
20.06	Erect standard bumps using Class 25/20 concrete reinforced with BRC A142 mesh where instructed by the Engineer.	m ³	100		
20.07	Provide and lay service ducts as per the drawings and as instructed by the Engineer.	No	100		
Total Bill 20 - Road Furniture Carried Forward to Summary					

BILL No. 25: ENVIRONMENTAL MITIGATION MEASURES & HIV/AIDS CAMPAIGN & STAFF TRAINING

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
25.01	Allow a Provisional Sum of KShs.3,000,000 for monitoring of Environmental Mitigation Measures as directed by the Engineer.	Provisi onal Sum	1	3,000,000	3,000,000

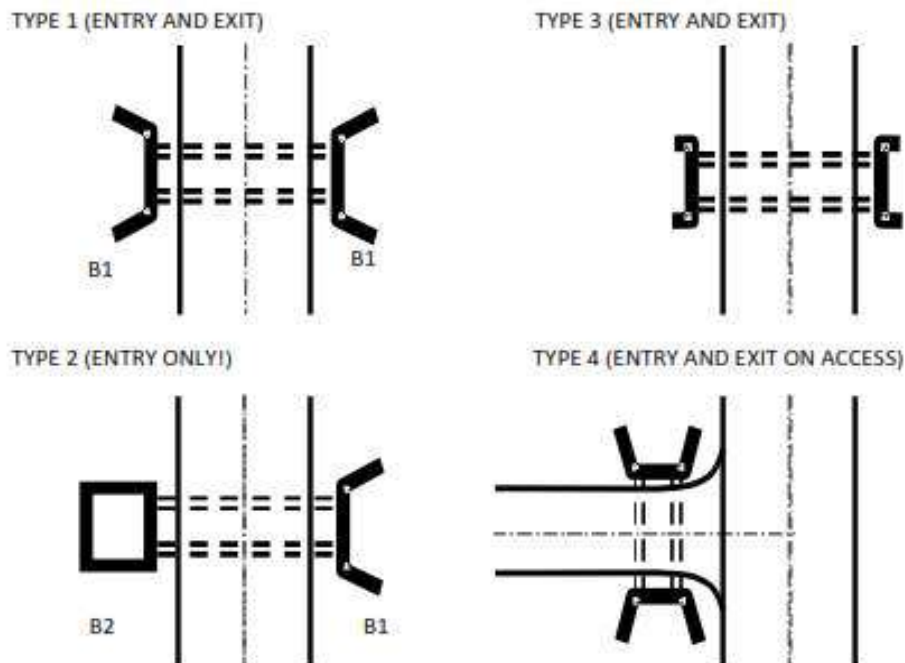
ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (KSH)
25.02	Extra over item 25.01 for Contractor's overheads and profits.	%			
25.03	Implement HIV/AIDS awareness campaign amongst the workers for the duration of the contract	Months	24		
25.04	Allow for the availability of condoms to workers and staff for the duration of the contract	Months	24		
25.05	Allow for the engagement of specialist HIV/AIDS sub-contractor to deal with prevention and awareness activities as per program to be approved by the R.E.	Months	24		
25.06	Allow for preparation and submission of Monthly reports on HIV/AIDS awareness and prevention activities. Reports to be tabled at site meetings	Months	24		
25.07	Allow Kshs. 3,500,000 for staff training	PC SUM	1	3,500,000	3,500,000
25.08	Extra over item 25.07 for Contractor's overheads and profits.	%			
25.09	Allow a prime cost sum of kshs. 2,500,000 for road safety awareness and training	PC SUM	1	2,500,000	2,500,000
25.10	Extra over item 25.09 for Contractor's overheads and profits	%			
BILL No. 25: ENVIRONMENTAL MITIGATION MEASURES & HIV/AIDS CAMPAIGN AND TRAINING TAKEN TO THE SUMMARY					

UPGRADING TO BITUMEN STANDARDS OF RHINOPARK ACCESS ROADS		
Bill No.	DESCRIPTION	AMOUNT (KSH)
1	Preliminaries and General Items	
4	Site Clearance and Topsoil Stripping	
5	Earthworks	
8	Culverts and Drainage Works	
9	Passage of Traffic	
12	Natural materials for Sub Base	
13	Graded Crushed Stone Sub Base	
14	Cement & Lime Treatment Materials	
15	Bituminous Surface Treatment	
16	Wearing Course	
20	Road furniture	
25	Environmental Mitigation Measures & HIV/AIDS Campaign & Staff Training	
SUB-TOTAL I: CONSTRUCTION COST :		
Add 5% of Total Construction Cost for Variation of prices		
Add 5% for contingencies		
SUB-TOTAL II		
Add 16% of Subtotal II for VAT		
SUB-TOTAL I: CONSTRUCTION COST :		
GRAND TOTAL (CONTRACT SUM)		

SECTION 10: DRAWINGS

See Volume II – Book of Drawings

FIGURE C.1 - CULVERT ENTRY / EXIT STRUCTURE TYPES



NOTE:

Coding system has been used in describing the standardised designs of the various culvert entry and exit structures. The code names consist of a number

to specify shape and function as elaborated in above while the used construction materials are identified through an alphabetic symbol as follows:

- A = Concrete block
- B = Stone masonry
- C = Dressed stones

An example code of "B2" would therefore stand for a drop inlet type structure to be built in stone masonry.

FIGURE C.2 -
HEADWALL TYPE 1
(HEAD AND
WINGWALLS)

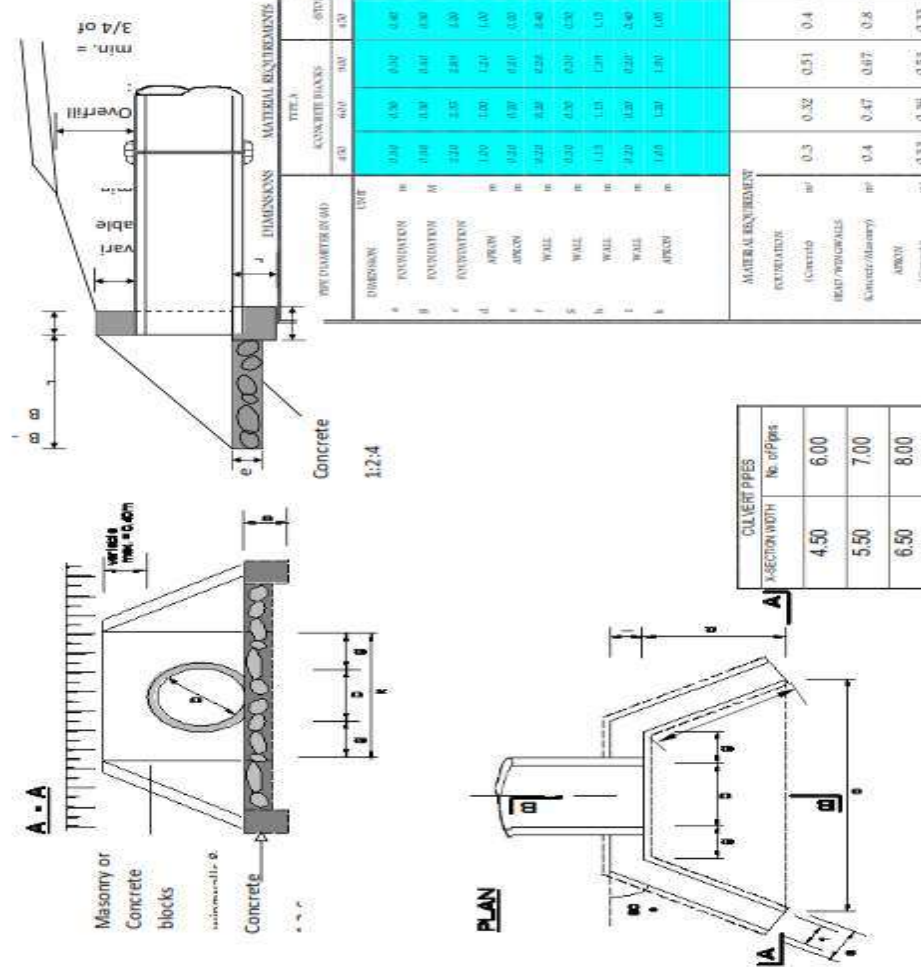
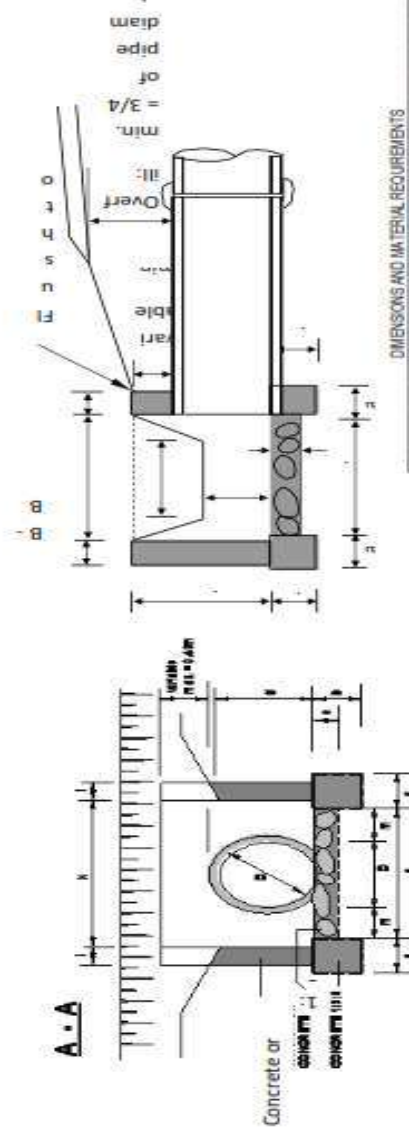


FIGURE C.3 - HEADWALL TYPE 2 (DROP INLET)



DIMENSIONS AND MATERIAL REQUIREMENTS

PIPE DIAMETER (mm)	UNIT	TYPE A (CONCRETE BLOCK)				TYPE B (STONE MASONRY)			
		400	500	600	800	400	500	600	800
FOUNDATION	m	0.30	0.30	0.30	0.30	0.40	0.40	0.40	0.40
FOUNDATION	m	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
FOUNDATION	m	1.10	1.10	1.10	1.10	1.20	1.20	1.20	1.20
APRON	m	0.08	0.08	0.08	0.08	0.10	0.10	0.10	0.10
APRON	m	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
DROP INLET	m	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
DROP INLET	m	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
DROP INLET	m	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
DROP INLET	m	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
DROP INLET	m	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
DROP INLET	m	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
DROP INLET	m	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
MATERIAL REQUIREMENT									
FOUNDATION	m	0.47	0.47	0.52	0.72	0.72	0.72	0.79	0.79
HEADWALLS	m	0.53	0.69	1.11	1.24	1.63	1.63	2.61	2.61
APRON	m	0.24	0.24	0.30	0.34	0.34	0.34	0.30	0.30

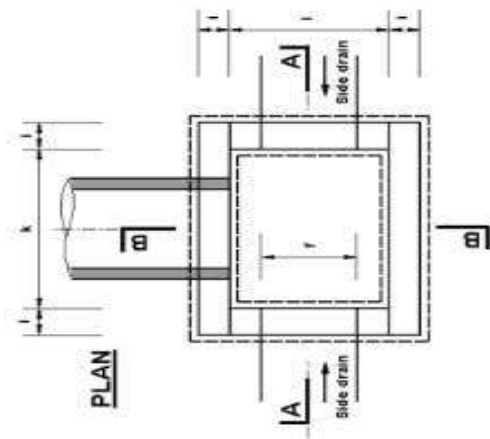


FIGURE C.4 - HEADWALL TYPE 3A (CONCRETE BLOCK HEADWALLS)

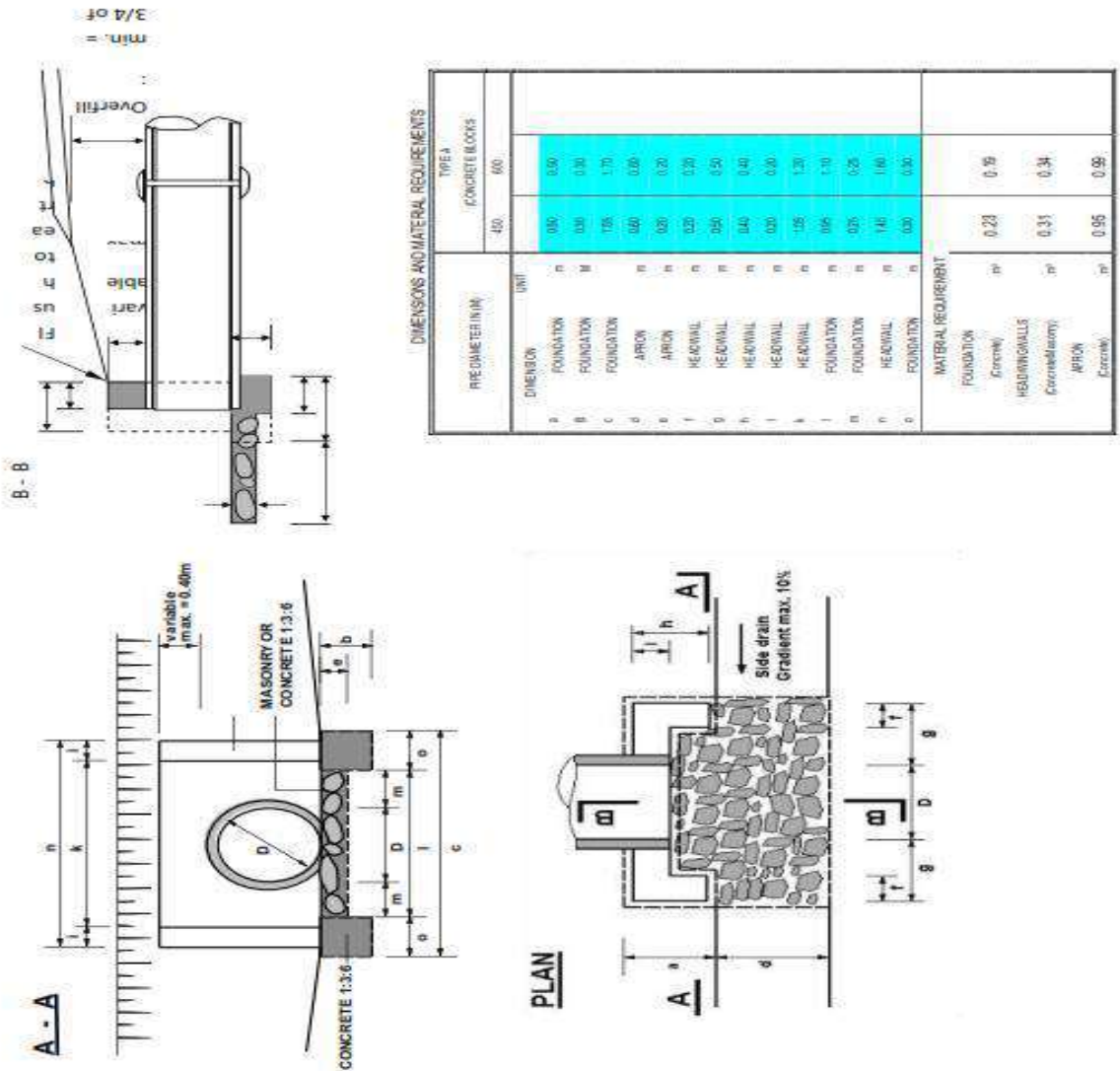


FIGURE C.5 - HEADWALL TYPE 3B (STONE MASONRY HEADWALLS)

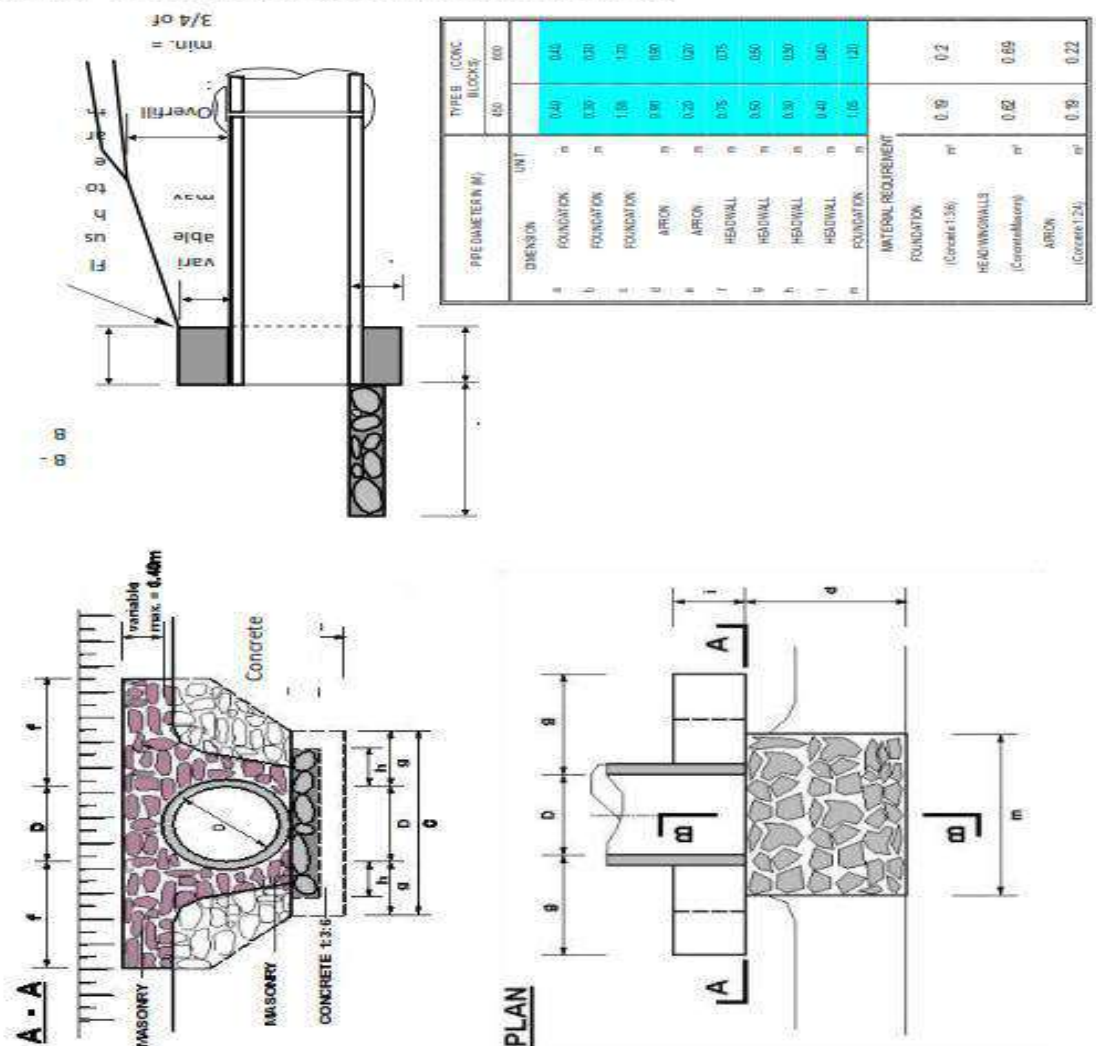
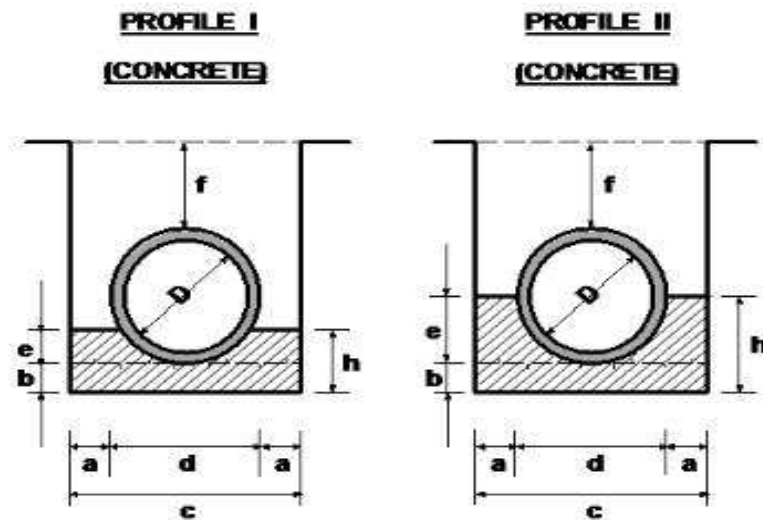


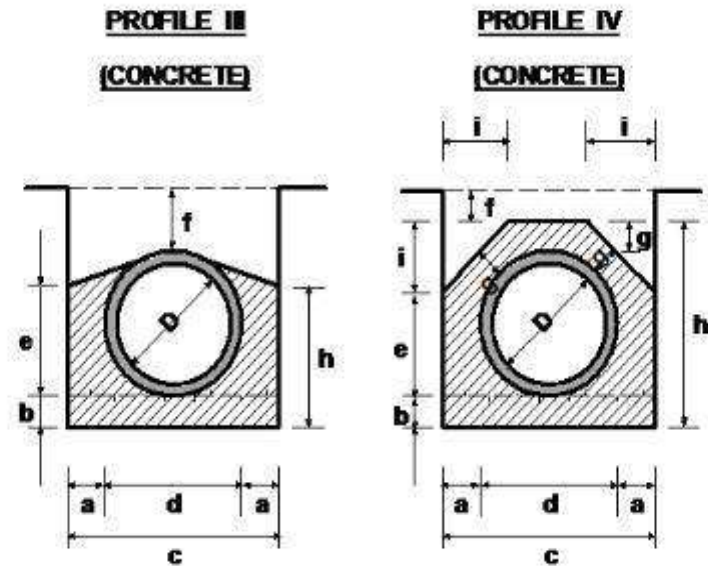
FIGURE C.7- BEDDING AND HAUNCH PROFILES TYPES I & II



Diameter (D)	450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)			
a	0.15	0.2	0.2
b	0.1	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.14	0.18	0.27
f (min.)	0.34	0.45	0.68
g	-	-	-
h	0.24	0.33	0.42
i	-	-	-
Concrete Volume in (m ³ /m)			
	0.16	0.3	0.48
Application	- Fair subgrade condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
Remarks	- Use gravel material for back/overfill.		

450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)		
0.15	0.2	0.2
0.1	0.15	0.15
0.86	1.12	1.48
0.56	0.72	1.08
0.28	0.36	0.54
0.34	0.45	0.68
-	-	-
0.38	0.51	0.69
-	-	-
Volume in (m ³ /m)		
0.2	0.37	0.56
- Fair to poor subgrade Condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
- Use gravel material for back/overfill.		

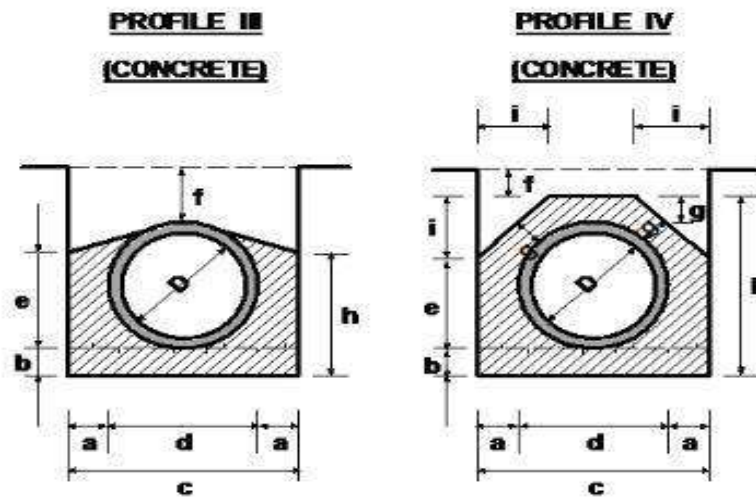
FIGURE C.8 - BEDDING AND HAUNCH PROFILES TYPES III & IV



Diameter (D)	450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)			
a	0.15	0.2	0.2
b	0.1	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.42	0.54	0.81
f (min.)	0.23	0.3	0.45
g	-	-	-
h	0.52	0.69	0.96
i	-	-	-
Concrete	Volume in (m ³ /m)		
	0.26	0.47	0.71
Application	- Fair subgrade condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
Remarks	- Use gravel material for back/overfill.		

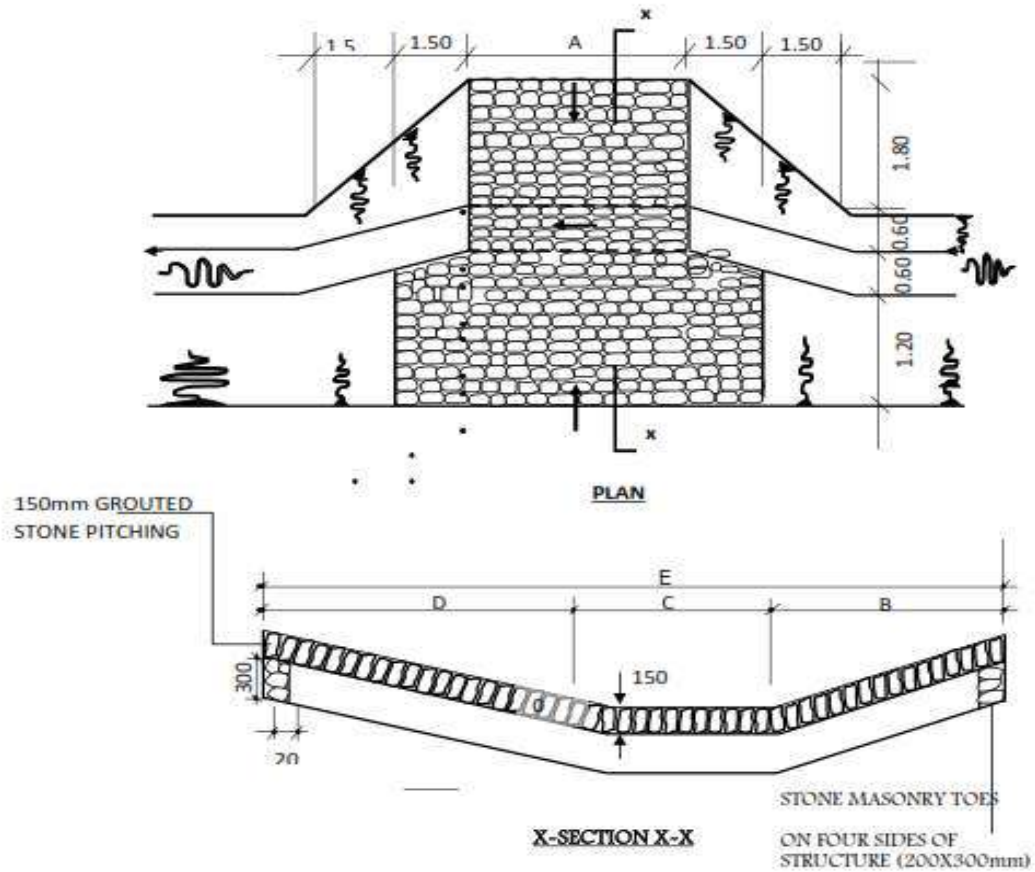
450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)		
0.15	0.2	0.2
0.1	0.15	0.15
0.86	1.12	1.48
0.56	0.72	1.08
0.46	0.52	0.78
0.15	0.15	0.15
0.15	0.15	0.15
0.81	1.02	1.38
0.28	0.35	0.45
Volume in (m ³ /m)		
0.37	0.61	0.92
- Fair to poor subgrade Condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
- Use gravel material for back/overfill.		

FIGURE C.8 - BEDDING AND HAUNCH PROFILES TYPES III & IV

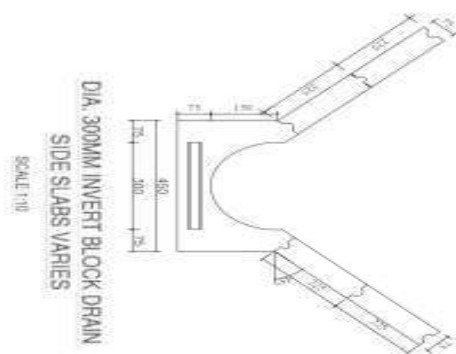
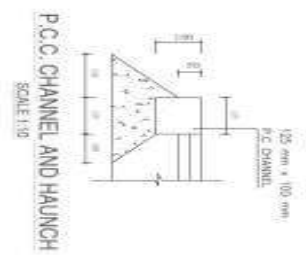


Diameter (D)	450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)			
a	0.15	0.2	0.2
b	0.1	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.42	0.54	0.81
f (min.)	0.23	0.3	0.45
g	-	-	-
h	0.52	0.69	0.96
i	-	-	-
Concrete	Volume in (m ³ /m)		
	0.26	0.47	0.71
Application	- Fair subgrade condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
Remarks	- Use gravel material for back/ overfill.		

450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)		
0.15	0.2	0.2
0.1	0.15	0.15
0.86	1.12	1.48
0.56	0.72	1.08
0.46	0.52	0.78
0.15	0.15	0.15
0.15	0.15	0.15
0.81	1.02	1.38
0.28	0.35	0.45
Volume in (m ³ /m)		
0.37	0.61	0.92
- Fair to poor subgrade Condition; - Overfill > ¼ Diameter; - Seasonal waterflow only.		
- Use gravel material for back/ overfill.		



QUANTITIES TABLE								
Cross section	DIMENSIONS					Excavation (m ³)	Stone masonry (m ³)	150mm Grouted stone pitching (m ³)
	A	B	C	D	E			
A	4000	1800	600	1800	4200	7.50	1.20	21.75
	6000	1800	600	1800	4200	10.00	1.60	30.15
B	4000	1400	400	1800	3600	7.00	1.20	18.30
	6000	1400	400	1800	3600	9.00	1.50	25.50



CROSS SECTION

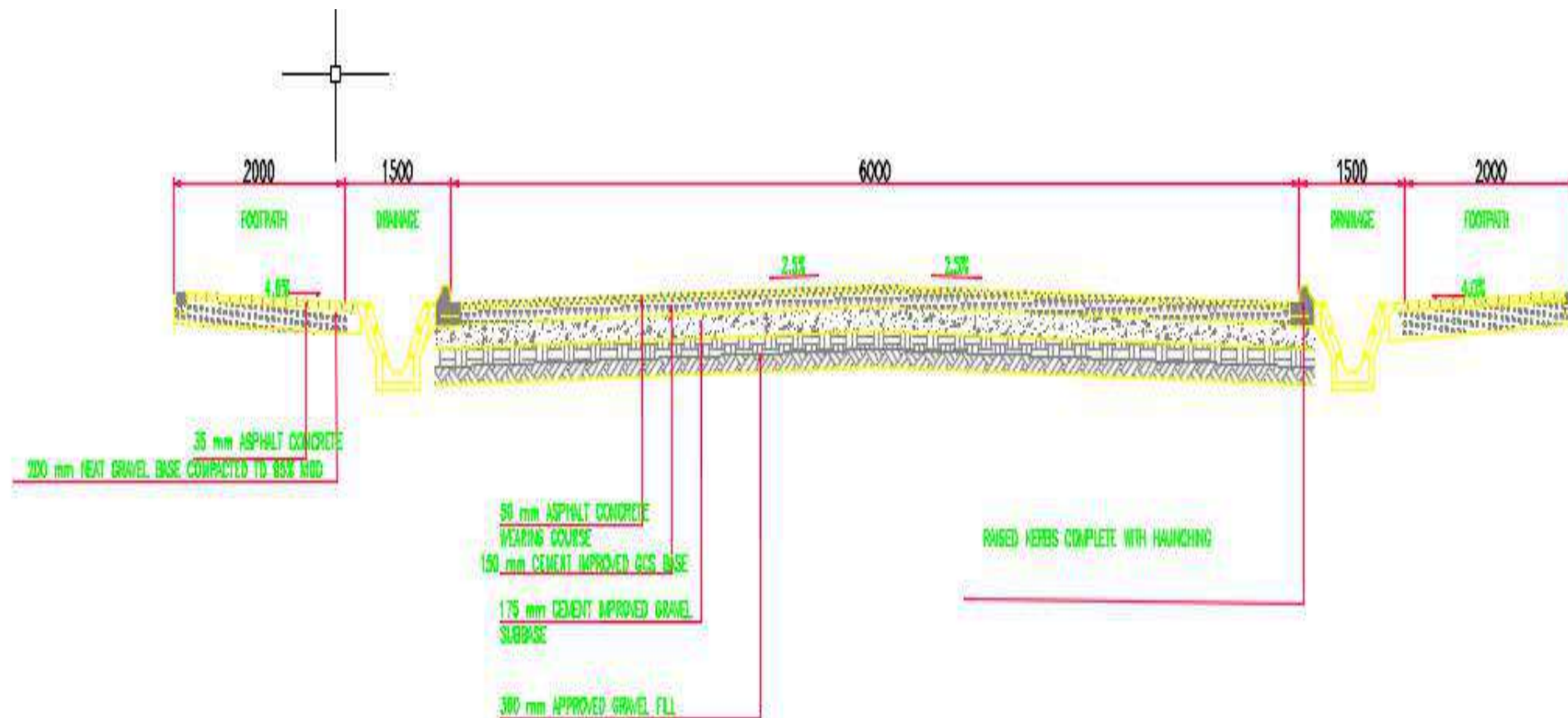


FIGURE 1 ~ PUBLICITY SIGN

