

that time. Failure to provide such notice shall constitute a waiver by the SECOND PARTY of any claim. Upon receipt of full and detailed particulars, the FIRST PARTY shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in the FIRST PARTY'S opinion, the finding of facts justify the extension.

No extension of contract time shall be granted to the contractor due to (a) unfavorable weather conditions. (b) Inexcusable failure or negligence of contractor to provide the required equipment, supplies or materials, or (c) other cause for which government is not directly responsible.

Extension of contract time shall be granted only when the affected activities fall within the critical path or the PERT/CPM network.

No extension of contract time will be granted when the reason given to support the request for extension was already considered in the determination of the engineering and in the preparation of the contract documents as prescribed under section 1.4.0 (Detailed Engineering) as agreed upon by the parties before contract perfection.

Extension of contract time shall be granted for rainy unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, for such period in excess of the number of rainy/unworkable days – predetermined by the government with section 1.4.0 hereof (Detailed Engineering)

ARTICLE 11 – VARIATION ORDER

Change Order/Extra Work Order/Supplemental Agreement

A change order may be issued by the implementing official after the same has been approved by the appropriated official if the amount of the change order is within the limits of the former authority to approve original contracts and subject to the provisions or IRR of PD 1591 as amended.

ARTICLE 12 – TAXES, LICENSE, PERMITS AND FEES

All taxes, license, permits, and fees which may be due to the local and/or national government account of performance and completion of the work stipulated herein and fees for testing of materials and samples shall be paid for, and obtained by the SECOND PARTY.

ARTICLE 13 – INSURANCE AND OTHER CONDITIONS

The SECOND PARTY, shall take cognizance of the provisions of the other contract documents especially for the Contractor's responsibilities and liabilities on materials, workmanship and property as stipulated in the General Conditions within fifteen (15) days after signing the CONTRACT, the SECOND PARTY shall submit the Certificate of Insurance to protect him against claims for damages for personal injury including death and claims for damages of owner's property and adjoining properties which may arise from operation under this contract, subject to approval of the FIRST PARTY as to the adequacy of protection and reliability of insurance company. The Government shall not be liable for any claims for damages of property and adjoining property which may arise from operations under this contract.