

ARTICLE 10 – EXTENSION OF CONTRACT TIME

Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fully entitle the CONTRACTOR to an extension of contract time, the OWNER shall determine the amount of each extension; provided that the OWNER is not bound to take into account any claim for an extension of time unless the contractor has prior notice to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the OWNER notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the CONTRACTOR of any claim. Upon receipt of full and detailed particulars, the OWNER shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in the OWNER'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 causes for which government is not directly responsible.

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

No extension of contract time shall 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 on 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 CONTRACTOR.