

## SPECIAL PROVISIONS

### 1.0 GENERAL INTENTION:

It is the declared intention and meaning to construct the **Layon Municipal Sanitary Landfill, Access Road and Sewer System, Project No. SWMD-09-03.**

### 2.0 BID:

The Contractor and each and every subcontractor shall read the General Conditions immediately following these Special Provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

### 3.0 STANDARDS:

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. Any difference between the referenced standards and its accompanying drawings shall be called to the attention of the Contracting Officer before proceeding with work affected thereby. In case of a discrepancy, the Contracting Officer shall resolve the discrepancy.

### 4.0 TIME FOR COMPLETION:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on or before the date to be specified in the Notice to Proceed (NTP) and continue until construction is **completed within five hundred (500) calendar Days after issuance of the NTP.** Time is of the essence for this Contract.

### 5.0 LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the Work remains incomplete beyond the Contract completion date. The Contractor further agrees to pay to the Government the **sum of Three Thousand Three Hundred Dollars (\$3,300.00)**, not as a penalty, but as a reasonable liquidated damages for breach of this Contract by the Contractor by his failing, neglecting or refusing to complete the Work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the Contract for completing the Work ready for use and/or operation

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said

amounts shall be retained from time to time by the Government of Guam from current periodical payments to the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the Work is due:

- a) to any preference, priority or allocation order duly issued by the Government of Guam; or
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes by others than the Contractor or his subcontractors, freight embargoes, and unusually severe weather; or
- c) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

It is further provided that the Contractor shall, within seven (7) calendar Days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of Work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe, see Section 7.3, Climatic Conditions, of the General Conditions.

## **6.0 GUAM CONTRACTOR'S LICENSE AND GUAM BUSINESS LICENSE:**

After the Notice of Award is issued to the successful Bidder, the Bidder must obtain a Guam Contractor's License and Guam Business License, if it does not already have such licenses, before the Contract can be signed. The licenses must be obtained within the time frames specified in the Contract Documents.

## **7.0 COORDINATION WITH OTHER CONTRACTORS:**

Contractor shall coordinate his work with the contractor for the Layon Municipal Sanitary Landfill, Entrance Area Facilities and Cells 1 and 2, Project No. SWMD-09-02 through the Contracting Officer.

## **8.0 PAYMENT FOR CONSTRUCTION MANAGEMENT AND ARCHAEOLOGICAL SERVICES:**

The Owner will pay for any Owner's inspection or construction management services beyond the normal, approved work hours. The Owner will pay for any Archaeological inspections or services required for the Project.

## **9.0 DISPOSAL OF VEGETATIVE MATERIALS:**

At the option of the Contractor, vegetative material from on-site clearing activities can be chipped and stockpiled for use on newly created slopes as an enhancement to erosion and sediment control efforts. The chipped material may be stockpiled at an area to be designated by the Contracting Officer. The Contractor shall submit an official request to elect this option with a stockpiling plan with corresponding proper erosion control measures conforming to the requirements of the Guam EPA. Materials permitted for stockpiling shall be limited to biodegradable green waste. Refuse from the Contractor's clearing and grading activities as well as general operations will not be permitted. Guam EPA has agreed to the use of on-site biodegradable green waste provided that it is addressed in the re-vegetation plan.

## **10.0 DISPOSAL OF EXCESS CUT MATERIAL:**

Any suitable excess cut material should be placed in the cover material stockpile in Cells 5 and 7 of the landfill and compacted to 90% relative density. The Contractor is responsible for developing a modified stockpile plan for approval by Guam EPA as part of the building permit as needed.

## **11.0 TESTING OF WATER AND SEWER LINES AND PUMP STATIONS:**

The Contractor is responsible for operational tests of Sewer Pump Stations #3 and #4. The Contractor is also responsible for the specified testing of the water and sewer lines installed by the Contractor to the limits of this Contract, Station 10+60 of the Access Road.