

SPECIAL PROVISIONS

1.0 GENERAL INTENTION:

It is the declared intention and meaning to construct the **Landfill Operations Road and Mass Grading for Cells #1 and #2, Project No. SWMD-09-01**.

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. In case of difference between the referenced standards and its accompanying drawings, accompanying drawings shall govern to the extent of such difference; otherwise the referenced standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to all modifications thereof.

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) for the design and continuing until construction is **completed within Two Hundred Ten (210) 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

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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.

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