

equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the **PPA**, non- acquisition of permit to enter private properties within the right-of-way resulting in complete paralization of construction activities, and other meritorious causes as determined by the **PPA's** authorized Engineer and approved by the **PPA**. Shortage of construction material, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the **CONTRACTOR** may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG and DND, among others. The written consent of bondsmen must be attached to any request of the **CONTRACTOR** for extension of contract time and submitted to the **PPA** for consideration and that the validity of the performance security shall be correspondingly extended.

## ARTICLE VII

### ENTIRE CONTRACT

7.01 Provisions to the contrary notwithstanding, it is agreed that this is an entire contract for one whole complete work and that partial payments on account by the **PPA** or the use of parts of the work or equivalent shall not constitute an acceptance of any part of the work before its entire completion and final acceptance in writing by the **PPA**.

## ARTICLE VIII

### CONTRACTOR'S LIABILITY

8.01 The Parties, likewise, hereby agree that the employees of the **CONTRACTOR** are not employees of the **PPA**; hence, the **PPA** shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the **CONTRACTOR** and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The **CONTRACTOR** agrees and binds itself to indemnify the **PPA** for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the **CONTRACTOR** and/or its employees, sub- contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The **CONTRACTOR** shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the **PPA** free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

## ARTICLE IX

### RESPONSIBILITY OF THE CONTRACTOR

9.01 The **CONTRACTOR** shall assume full responsibility for the entire contract work until its final acceptance by the **PPA** and shall be held responsible for any damage or destruction of works until such final acceptance.

9.02 The **CONTRACTOR** shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

9.03 Any actionable act or acts of **JAY-DEL CONSTRUCTION** arising out of or in the course of this Contract, shall be understood and binding as an act of **CONTRACTOR** and vice versa.