



**NÚMERO DE SUBASTA: CI-2023-08-04-4360
PROYECTO DE REPARACIONES GENERALES**



**35840 – ESC. MARIA M. SIMMONS DE RIVERA
CARR.P.R. 993 KM. 2.0 CARR. 200 BO. CAFÉ, VIEQUES, PR 00765
MUNICIPIO DE VIEQUES**



**35295 - ESC. 20 DE SEPTIEMBRE DE 1988
CARR. 200 ESQUINA 997, VIEQUES, P.R. 00765
MUNICIPIO DE VIEQUES**



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INVITACIÓN A SOMETER PROPUESTAS

**Gobierno de Puerto Rico
Departamento de Educación**

Oficina para el Mejoramiento de las Escuelas Públicas

Fecha de Publicación: 29 de agosto del 2022

Conforme a la Resolución Conjunta Núm. 3 de 28 de agosto de 1990, que creó la Oficina para el Mejoramiento de las Escuelas Públicas de Puerto Rico (“OMEP”) adscrita al Departamento de Educación de Puerto Rico (“DEPR”) y el Reglamento #9230 titulado “Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios No Profesionales de la Administración de Servicios Generales del Gobierno de Puerto Rico” del 18 de noviembre de 2020, la Oficina para el Mejoramiento de las Escuelas Públicas (OMEP) está solicitando propuestas para el siguiente proyecto:

**NÚMERO DE SUBASTA: CI-2023-08-04-4360
PROYECTO DE REPARACIONES GENERALES
35840 - ESC. MARIA M. SIMMONS DE RIVERA
Y
35295 - ESC. 20 DE SEPTIEMBRE DE 1988
MUNICIPIO DE VIEQUES**

En adición a las disposiciones legales indicadas en el párrafo primero anterior, este proceso se lleva a cabo de conformidad con la Ley 85 del 29 de mayo de 2018 (Ley de la Reforma Educativa de Puerto Rico), la OE-2022-023 promulgada por el Gobernador de Puerto Rico el 25 de marzo de 2022, que extendió las disposiciones de la OE-2021-021 del 16 de marzo de 2021.

El proyecto consiste en mejoras físicas al plantel escolar y otros edificios del Departamento de Educación de Puerto Rico (“DEPR”). Los documentos relacionados a este procedimiento, incluyendo cualquier addendum, aclaración o contestación a preguntas, se publicarán en el portal cibernético del DEPR. Todo el trabajo para realizar deberá estar de acuerdo con el Pliego (según definido el término en este documento) de este procedimiento competitivo. La reunión compulsoria de pre-subasta se realizará el **20 de septiembre de 2022 a las 10:00 AM** en la Esc. Maria M. Simmons localizada en Carr.P.R. 993 KM. 2.0 Carr. 200 Bo. Café, Vieques, PR 00765. Durante dicha reunión los proponentes podrán realizar preguntas pero la contestación oficial de OMEP se publicará en la pagina cibernética del DEPR. Los contratistas deberán someter sus propuestas por correo electrónico a omepcentralcompras@de.pr.gov, conforme a las Instrucciones, el día **31 de octubre del 2022 vía el correo electrónico antes mencionado antes de las 11:59 pm. La apertura de las propuestas se realizará el 1 de noviembre del 2022 en las oficinas de OMEP Central. NO SE REQUIERE LA PRESENCIA DE LOS CONTRATISTAS PARA LA REAPERTURA.**

NOTA: Toda pregunta se someterá mediante correo electrónico dirigida al Departamento de Compras a omepcentralcompras@de.pr.gov en o antes del **4 de octubre del 2022** antes de las 11:59pm. Las contestaciones se publicarán en el portal cibernético del DEPR.





Este proyecto se sufragará total o parcialmente con fondos asignados por la Federal Emergency Management Agency (“FEMA”) y con fondos CDBG del Department of Housing and Urban de los Estados Unidos (“HUD”), administrados por el Departamento de la Vivienda del Gobierno de Puerto Rico (“Vivienda”). En virtud de ello aplican ciertas disposiciones de ley federal que se incluyen en este documento y que el Proponente deberá observar. Dichas disposiciones se encuentran en el **EXHIBIT G**. Al someter una Propuesta bajo esta licitación el proponente acuerda aceptar y observar las disposiciones aplicables, las cuales se incluirán en el contrato que será suscrito entre el contratista agraciado y la OMEP.

La OMEP se reserva el derecho de aceptar o rechazar cualquier propuesta y de recomendar la adjudicación de la compra bajo aquellas condiciones que sean las más favorables para la OMEP. Todo contratista invitado e interesado en someter su Propuesta, deberá cumplir con las provisiones del Pliego de Subasta, así como de entregar los documentos en o antes de la fecha y hora límite establecidas.

Cualquier cambio en ley o reglamento durante el término del Contrato, incluyendo, sin limitación, cualquier cambio en ley de impuestos aplicable, que cause un aumento en los costos de suplir cualquier producto o servicio a OMEP deberá ser responsabilidad del Contratista, y OMEP no estará obligada a hacer pagos adicionales o a pagar cualquier suma adicional más allá del Precio del Contrato.



INSTRUCCIONES A LOS CONTRATISTAS

I. TÉRMINOS DEFINIDOS

Los términos utilizados en estas Instrucciones a los contratistas que están definidos en los Documentos de Contrato aquí incluidos tendrán los mismos significados asignados. Algunos términos adicionales utilizados en estas Instrucciones tendrán sus respectivos significados según indicados a continuación y los cuales serán aplicables tanto en su uso singular como plural.

- **Addendum (adenda-plural)**- Un documento de clarificación emitido por OMEP/DEPR previo a la ejecución del contrato de construcción y que modifica o interpreta los Pliegos mediante la adición, eliminación, clarificación o corrección.
- **OMEP u Oficina**- Significa la “Oficina para el Mantenimiento de las Escuelas Públicas”, según dispuesto en la Resolución Conjunta Núm. 3 de 28 de agosto de 1990, según enmendada.
- **DEPR** – Departamento de Educación de Puerto Rico.
- **Oficina Central de OMEP**- oficina ubicada en la Calle Ángel Buonomo #360, Suite 102 de la Urbanización Industrial Tres Monjitas en Hato Rey, San Juan, Puerto Rico 00919.
- **Representante Autorizado**- Representante autorizado para obligar al proponente en aquellos asuntos relacionados a la Solicitud de Propuestas, y el Contrato.
- **Desglose de costos** - Se refiere al costo total de la propuesta, detallado por los distintos elementos incluidos en el trabajo descrito en el Desglose de costos.
- **Pliegos** -Colectivamente, las Instrucciones a los contratistas, los Exhibits (incluyendo, pero sin limitarse a: Formulario de Propuesta y Declaración del contratista) y los Documentos de Contrato Dichos documentos pueden ser provistos por la OMEP en formato electrónico o texto, data, gráficos y demás.
- **Propuesta**- Es una oferta completa y presentada de manera adecuada para ejecutar el Trabajo por las sumas allí estipuladas, sometidas de acuerdo con el Pliego. La Propuesta constituirá la oferta sometida por el contratista interesado en participar la invitación de propuestas.
- **Fecha límite radicar Propuestas** - Ver Sección 5.
- **Formulario de Propuesta (Bid Form)** - documento titulado “Formulario de Propuesta” incluido como **EXHIBIT A** o de permitirse, aquel documento del contratista en el que se haga la oferta de la obra a contratarse.
- **Contratista**- Persona natural o jurídica, debidamente cualificada para participar como postor, presentando una propuesta.
- **Instrucciones a contratista**- Conjunto de instrucciones que forman parte del Pliego emitido por la OMEP.
- **Notificación de Adjudicación**- Comunicación por escrito emitido por la OMEP al Contratista agraciado en donde se le comunica la adjudicación del contrato.
- **Orden de Comienzo** - Comunicación por escrito emitido por la OMEP al Contratista agraciado en donde se le comunica la fecha hábil de comienzo para la implementación del Alcance de Trabajo contratado. También conocido por “Notice to Proceed”
- **Reglamento**- Se refiere el reglamento #9230, Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios No Profesionales de la Administración de Servicios Generales del Gobierno de Puerto Rico del 18 de noviembre de 2020.
- **Declaración del Contratista**- Documento titulado “Declaración del Contratista” aquí anejado como **EXHIBIT B**.
- **Contratista agraciado**- Aquel contratista que está Técnicamente Cualificado con el “Mejor Valor” y a quien la OMEP (basado en la evaluación técnica y económica) adjudica el Contrato.



II. ALCANCE DE LOS TRABAJOS

- Se refiere al alcance descrito en el **EXHIBIT A.**
- **TODOS LOS ALCANCES DE TRABAJO DEBEN SER REALIZADOS CONFORME A LOS CODIGOS DE CONSTRUCCION VIGENTES EN PUERTO RICO Y LAS LEYES Y REGLAMENTACIONES AMBIENTALES Y DE SEGURIDAD OCUPACIONAL VIGENTES Y APLICABLES.**
- **Al momento de preparar sus propuestas los licitadores deben tomar en cuenta los requerimientos de las Condiciones Especiales Suplementarias que forman parte de este Pliego como EXHIBIT J.**

III. PRESENTACIÓN DE PROPUESTAS

- El Contratista, al presentar su propuesta, representa que:
 - i. El contratista ha leído y entiende que los Pliegos y los Documentos de Contrato, que se relacionan al Trabajo para el cual se somete la Propuesta, y para otras partes del Trabajo, si alguna, que esté siendo evaluada.
 - ii. La propuesta se hace conforme a los Pliegos del Proyecto.
 - iii. El contratista ha visitado el lugar del Trabajo, se ha familiarizado con las condiciones físicas locales bajo las cuales el Trabajo debe llevarse a cabo y ha correlacionado las observaciones del Contratista con aquellos requisitos de los Documentos de Contrato.
 - iv. La propuesta se basa en el Trabajo, los materiales, equipo y sistemas requeridos por los Pliegos, sin excepción.

IV. COPIAS DE LOS DOCUMENTOS

- Dichos pliegos tienen que ser usados al preparar las propuestas. Ni la OMEP ni sus representantes asumen responsabilidad alguna por cualquier error o malas interpretaciones que resulten del uso de Pliegos incompletos.
- OMEP y sus representantes, al hacer disponible copia de los Pliegos en los términos anteriormente expuestos, lo hacen con el propósito de obtener Propuestas para el Contrato y ello no confiere o concede una licencia u otro derecho en o con respecto a los Pliegos del proyecto para cualquier otro propósito.



V. ITINERARIO DE PROYECTO – TABLA T-1

Actividad	Lugar	Itinerario
Reunión Pre-Subasta (compulsoria)*	Esc. Maria M. Simmons	20 de septiembre de 2022 @ 10:00 am
Fecha y hora límite para radicar propuestas	OMEP Central	VER INVITACIÓN
Apertura	OMEP Central	VER INVITACIÓN, NO SE REQUIERE PRESENCIA DE LOS LICITADORES

* El ausentarse a dicha reunión constituirá razón para descalificar al contratista.

o Itinerario

- i. Un resumen del itinerario de las actividades de mayor relevancia asociadas a este proceso competitivo se incluye en la tabla T-1. Las fechas y actividades están sujetas a cambio y pueden ser revisadas mediante la publicación Adenda. Se reitera que fallar en llegar a la hora y lugar citados para la reunión pre compra/visita de site y/ouna vez comenzada la reunión, será razón suficiente para descalificar a cualquier contratista.
- ii. Representantes de la OMEP estarán presentes para discutir el Trabajo durante la Reunión Pre-Subasta y Visita al site. Minutas de las Reunión Pre-Subasta y Visita al site, pasarán a formar parte de los documentos del proyecto como Adenda. El representante autorizado de la OMEP transmitirá a todos los Contratistas un récord de dicha Addenda, según la OMEP lo estime necesario, en respuesta a las preguntas que surjan en la Reunión Pre-Subasta y Visita al site. Cualquier respuesta transmitida verbalmente, no será válida ni tendrá fuerza legal.

VI. CORRESPONDENCIA Y COMUNICACIONES

- o Cualquier pregunta o comunicación relacionada a este trabajo deberá ser realizarse vía correo electrónico al correo del Departamento de Compras: omepcentralcompras@de.pr.gov.
- o Toda pregunta se someterá mediante correo electrónico dirigida al Departamento de Compras a omepcentralcompras@de.pr.gov en o antes del **4 de octubre del 2022** antes de las 11:59pm. No se aceptarán preguntas fuera de este término.
- o Toda pregunta y/o correspondencia con referencia al trabajo deberá ser identificada como sigue:

Número de proyecto «TEMA ESPECÍFICO DE LA COMUNICACIÓN»

Nota: Cualquier violación de esta política referente a comunicaciones podrá ser base para el rechazo de una Propuesta en cualquier momento.

- i. Todas las comunicaciones a la OMEP referente a este trabajo serán realizadas conforme a lo establecido en la Sección VI de este documento. Ningún agente, abogado, o cualquiera que actúe en representación del Contratista, comenzará comunicación alguna relacionada a este proyecto con la OMEP.





- ii. La OMEP está comprometida con un proceso justo y abierto para que los potenciales Contratista reciban la información sobre el proceso competitivo de solicitud de propuestas. Los Potenciales Proponentes y cualquier miembro de su Equipo no discutirán o se comunicarán, directa o indirectamente, con cualquier otro potencial Contratista y/o director, oficial, empleado, consultor, asesor, agente o representante de cualquier otro potencial Contratista, incluyendo cualquier miembro(s) de el/los equipo(s) de susodicho(s) Contratista(s) con relación a la preparación, contenido y representación de su propuesta No Colusión: Las Propuestas serán sometidas sin conexión alguna, conocimiento, comparación de información o arreglo, con cualquier otro potencial Contratista y/o director, oficial, empleado, consultor, asesor, agente o representante de otro potencial Contratista, incluyendo cualquier miembro del equipo del potencial Contratista.
- iii. Cualquier violación a las restricciones impuestas en esta sección con relación a las comunicaciones podrá constituir base para descalificación de un Contratista en cualquier momento.

VII. CUALIFICACIÓN DEL CONTRATISTA

- Para demostrar sus cualificaciones para realizar el Trabajo, cada Contratista deberá someter, junto a su Propuesta, todo documento adicional que aquí se requiera.
- Será necesario que durante los pasados cinco (5) años el Contratista haya completado trabajos similares a los que propone hacer para completar el Trabajo. Evidencia de dicha experiencia debe ser incorporada como parte del **EXHIBIT C** de su Propuesta.
- De conformidad con la OE-2022-23 del 25 de marzo de 2022, el proponente agraciado deberá certificar por escrito que cualquier donativo político, según dicho término es definido en la Ley Número 222-2011, según enmendada, conocida como “Ley para la Fiscalización del financiamiento de campañas políticas en Puerto Rico” realizado por el contratista (y en caso de que sea una persona jurídica, sus accionistas, miembros, dueños y oficiales) se ha hecho de conformidad con la ley.
- Certificado de Elegibilidad del RUL
 - i. Según establecido por la Ley número 73 del 19 de julio de 2019, es requisito cumplir con el Certificado de Elegibilidad emitido por la Administración de Servicios Generales (ASG), el cual acredita que el Licitador cumple con los requisitos establecidos por la ASG para que sea parte del Registro Único de Licitadores.
 - ii. El Licitador deberá incluir en la Oferta copia de la certificación de la ASG, la cual debe incluir el nombre de su entidad en el Registro Único de Licitadores (RUL). Si el RUL no es válido al momento de la radicación de la Oferta, el Licitador podrá someter un Certificado vigente del RUL dentro de los diez **(10) días** posteriores a la fecha límite establecido para radicar Ofertas.
- Fianza de Licitación (Bid Bond) según requerido en este documento.
- Certificados de existencia de seguros con límites indicados en este documento.
- Certificación del Contratista indicando que el alcance de trabajo será realizado dentro del periodo de tiempo de ejecución establecido para este proyecto



- Documento que evidencie número de registro en DUNS Number del System for Award Management (SAM)
- Propuesta económica con desglose de costos.
- Acreditaciones ambientales requeridas en la Sección XI
- Estados financieros- se solicita estado financiero del último año auditado y certificado por un Contador Público Autorizado durante los quince (15) meses previos a la fecha de apertura de este proceso competitivo. El documento debe incluir los siguientes componentes:
 - i. Balance Sheet-Assets, liabilities, and equity
 - ii. Income Statement: Revenue and expenses
 - iii. Statement of Retained Earnings: Indicate retained earnings from prior years v. current
 - iv. Statement of cash flow:
 - v. Notes to financial statements and Schedules

VIII. DISPONIBILIDAD DE TERRENOS PARA EL TRABAJO

- Los terrenos sobre los cuales el Trabajo se llevará a cabo, las servidumbres de paso y otras tierras designadas para uso por parte del Contratista para llevar a cabo el Trabajo están identificados en los Pliegos. Cualquier terreno adicional y/o acceso requerido para facilidades temporeras de construcción, equipo de construcción o almacenamiento de materiales y equipo -si aplica- a ser incorporado en el Trabajo, deberán ser obtenidos y pagados por parte del Contratista. Las servidumbres para construcciones o cambios permanentes, si alguno, deben ser obtenidos y pagos por parte de la OMEP, a menos que esté indicado lo contrario en los Pliegos.

IX. TIEMPO DEL TRABAJO

- El alcance de trabajo para ambas escuelas se completará dentro de una duración total de doscientos (200) días calendarios a partir de la fecha de “Notice to Proceed” al Contratista, excluyendo un periodo de “close out” con una duración de 45 días calendarios. El contratista deberá comenzar el trabajo en ambas escuelas al mismo tiempo. Las penalidades o daños líquidos aplicables a tardanzas injustificadas se determinarán de conformidad con las disposiciones del Reglamento 9230 de la Administración de Servicios Generales.
- **Se incluye un itinerario de trabajo sugerido para la fase de construcción indicando duraciones estimadas por edificios. El contratista seleccionado será responsable de desarrollar y someter para aprobación dentro de los primeros quince (15) días posteriores al “Notice to Proceed” un itinerario de trabajo detallado indicando fases y logística con metas y fechas de entregas por edificio.** El contratista agraciado realizará el trabajo en fases. El contratista deberá someter los diseños para aprobación por fase.
- El contratista será responsable de realizar durante los primeros treinta (30) días calendarios posterior a la Orden de Comienzo ‘Notice to Proceed’ un proceso expedito de someter y obtener la aprobación de equipos mecánicos, eléctricos y de plomería que tengan un tiempo de fabricación y entrega de larga duración. Se requerirá la participación activa de los suplidores de equipos del Contratista en el proceso.



PRELIMINARY PHASING SCHEDULE

Activity Description	Dec	Dec	Dec	Dec	Jan	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Apr	Apr	Apr	Apr	May	May	May	May	May	Jun	Jun	Jun
	WK-1	WK-2	WK-3	WK-4	WK-5	WK-6	WK-7	WK-8	WK-9	WK-10	WK-11	WK-12	WK-13	WK-14	WK-15	WK-16	WK-17	WK-18	WK-19	WK-20	WK-21	WK-22	WK-23	WK-24	WK-25	WK-26	WK-27	WK-28	WK-29
#35840 - Maria M. Simons De Rivera School (Vieques)																													
PHASE 1																													
Building 01-03	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Building 02	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
PHASE 2																													
Buidling 01-02										█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
PHASE 3																													
Building 01-01																		█	█	█	█	█	█	█	█	█	█	█	█
PHASE 4																													
Building 01-04																													
PHASE 5																													
Site																													
#35295 - 20 de septiembre de 1988 (Vieques)																													
PHASE 1																													
Building 01-03	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Building 02 - Basketball Court	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Building 03 - PE Classroom	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
PHASE 2																													
Buidling 01-01																													
Building 01-04																													
PHASE 3																													
Building 01-02																													
PHASE 4																													
Site																													





X. COORDINACIÓN DE LOS TRABAJOS

- El Contratista será responsable de llevar a cabo el Trabajo de modo tal que se asegure la compatibilidad del Trabajo y la Coordinación de todas las labores relacionadas a dicho Trabajo, así como del acceso al Lugar del Proyecto con el Trabajo de otros Contratistas que realicen labores relacionadas al Trabajo o en la vecindad inmediata del Lugar. Será responsabilidad del contratista coordinar los trabajos con cada director escolar.
- El Contratista proveerá e instalará Letrero o Rótulo de Inversión de acuerdo a **EXHIBIT N. OMEP** someterá las especificaciones del letrero.

XI. REQUISITOS Y PROCEDIMIENTOS RELACIONADOS A LA PRESENTACIÓN DE LAS PROPUESTAS

- Cumplimiento con los documentos del Pliego
 - i. El Contratista deberá cumplir con todos los requisitos y proveer la documentación requerida a fin de que su Propuesta sea considerada para evaluación.
 - ii. **El incumplir con cualquiera de los requisitos será considerado como un Licitador no responsivo.**
La Propuesta incorporará todos los documentos solicitados como parte del Pliego, incluyendo aquellos emitidos vía Adenda. **Favor referirse a la Hoja de Cotejo de Propuesta para el orden en el cual deben ser presentados los documentos.**
 - iii. Los documentos incluidos como parte de los *Exhibits*, así como cualquier data adicional relacionada a los mismos, deberán ser completados y ejecutados según sea requerido por cada uno de estos por parte del Contratista o su representante autorizado
 - iv. **Revisión de Pliegos:**
 - 1. Lugar del Proyecto: Será la responsabilidad de cada contratista antes de someter su propuesta revisar:**
 - v. El examinar detenidamente los Pliegos, Adenda publicada y cualquier data relacionada al proyecto debidamente identificado en el Alcance de Trabajo.
 - vi. Visitar el lugar para familiarizarse con las condiciones locales que pudieran afectar el costo, progreso, cumplimiento o entrega del trabajo y estar familiarizado y tener entendimiento sobre las condiciones físicas, locales, y relativas al lugar donde se realizará el Trabajo y que pudieran afectar el costo, progreso, cumplimiento o entrega de este, conforme al Alcance de los Trabajos del **EXHIBIT A**.
 - vii. El considerar todas aquellas leyes estatales y federales aplicables que pudieran afectar el costo, progreso, cumplimiento o entrega del Trabajo.
 - viii. El notificar prontamente por escrito al representante autorizado de la OMEP de todos los conflictos, errores, ambigüedades, o discrepancias que el Contratista haya descubierto en o dentro de los Pliegos y cualquier otra data relacionada o documentos.
 - ix. El corroborar que la información y data contenida en los Pliegos con respecto a utilidades e infraestructura existentes o contiguas al Lugar está basada en la información y data suministrada a la OMEP y/o el representante de la OMEP por los dueños de dichas utilidades e infraestructura. La OMEP y el representante autorizado de la OMEP no asumen responsabilidad por la exactitud o integridad de dicha información o data, a menos que en los Pliegos se informe expresamente lo



contrario.

- x. El notificar por escrito a la OMEP, dentro de un plazo de 24 horas contados a partir del recibo de los documentos, de cualquier conflicto, error, ambigüedad y/o discrepancia sobre la cual el Contratista advenga en conocimiento en los Pliegos, data relacionada y cualquier Adenda publicada.
- xi. Preguntas y Solicitudes de interpretación o clarificación
 - a. Los contratistas podrán solicitar una aclaración o interpretación de cualquier aspecto o requerimiento contenido en este Pliego, mediante comunicación escrita y no más tarde de la fecha límite establecida para someter preguntas sobre el Pliego, según la Secciones V y VI.
Interpretaciones o aclaraciones consideradas como necesarias por parte del OMEP en respuesta a dichas preguntas, serán emitidas vía Adenda y publicadas en la página web del DEPR que haya cumplido con las reuniones obligatorias. Solo aquellas preguntas respondidas formalmente mediante Adenda escrita serán vinculantes. Interpretaciones orales y otras interpretaciones o clarificaciones no tendrán efecto legal alguno.
 - b. A modo de que haya un tiempo de respuesta razonable para la OMEP, dichas comunicaciones escritas deben ser sometidas no más tarde de la fecha establecida en la Sección V. Esto permitirá a la OMEP un tiempo razonable para evaluar las solicitudes y formular respuestas.
 - c. Si un Contratista entiende que asuntos específicos no son suficientemente descritos o explicados en los documentos del Pliego, o que un conflicto o discrepancia existe en el Pliego del proyecto, o con cualquier ley, ordenanza, regla, regulación, u otro estándar o requerimiento estatal o federal, el Contratista deberá notificarlo a la OMEP mediante comunicación escrita para informar sobre la situación y solicitar a OMEP una clarificación, conforme al procedimiento establecido en este Pliego.
- o Adenda también podrá ser emitida para modificar los Pliegos según lo entienda necesario la OMEP.
 - a. Enmienda al Pliego
La OMEP se reserva el derecho de enmendar el Pliego en cualquier momento.
 - b. Cualquier enmienda a este Pliego será descrita por escrito en una Adenda que se publicará en la página web del DEPR.
 - c. Toda Adenda se convertirá en parte de este Pliego. El Contratista reconocerá el recibo de cada Adenda en el **EXHIBIT B**.
 - d. Formulario de Propuesta y Declaración del Contratista
 - i. El Formulario de Propuesta y la Declaración del Contratista se anejan como **EXHIBIT A** y **EXHIBIT B**, respectivamente.
 - ii. Todos los blancos del Formulario de Propuesta y la información del Contratista deben ser completados por escrito en **tinta azul**, a maquina o computadora.
 - iii. Una Propuesta sometida por un Contratista que es una Corporación, deberá ser formalizada por su presidente, vicepresidente o cualquier otro representante autorizado. En el último de los casos, debe venir acompañado con evidencia de la autoridad delegada para firmar dicho documento con el nombre corporativo (Resolución corporativa).



- iv. El sello corporativo deberá estar incluido como anejo y autenticarse por parte del (la) secretario(a) o asistente de secretario(a) de la Corporación.
- v. Una propuesta sometida por un Contratista que es una sociedad deberá ser formalizada a nombre de la Sociedad por uno de los socios, cuyo título y dirección oficial de la Sociedad debe aparecer debajo del área de la firma.
- o Todos los nombres deberán estar escritos o impresos en tinta negra debajo de la firma.
 - i. La dirección postal, número de teléfono, dirección de correo electrónico y número de facsímil para comunicaciones relacionadas al Contratista, deberán ser provistas.
 - ii. Aquellos Contratistas que no están organizados bajo las leyes del Estado Libre Asociado de Puerto Rico deben proveer evidencia de las autorizaciones correspondientes para llevar a cabo negocio como una entidad foránea en Puerto Rico.
 - iii. El precio de la Propuesta deberá considerar las cantidades que el Contratista entienda necesarias como parte de los costos generales ('overhead') y ganancia ('profit') de los allowances (si alguno) detallados en los documentos de contrato.
- o Formato de propuesta

Para garantizar la uniformidad de los requisitos específicos y la pronta referencia entre todas las Propuestas, el formato deberá ceñirse a los siguientes parámetros:

 - i. Será preparada enteramente en el idioma español, salvo aquellos documentos o formularios de la OMEP que hayan sido entregados en idioma inglés.
 - ii. Usar tamaño de letra mínimo de doce (12).
 - iii. Usar un tipo de letra legible, tal como Arial, Calibri o Times New Roman.
 - iv. Toda la información solicitada deberá ser incluida en la propuesta, ya sea cumpliendo todos los formularios provistos en este pliego o anejando la documentación requerida como parte de esta.
 - v. Los documentos deberán estar firmados en **tinta azul**.
 - vi. La primera hoja de la propuesta deberá ser la Hoja de Cotejo que se incluye como parte de estas instrucciones.
 - vii. Los documentos deben estar en el mismo orden en el cual se estipula la Hoja de Cotejo.
 - viii. La propuesta debe ser enviada vía correo electrónico: omepcentralcompras@de.pr.gov. El título del correo electrónico debe ser el Número de Subasta.

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NOTA: Las propuestas que incluyen dos escuelas o más se enviarán combinadas vía correo electrónico. Por ejemplo, cuando se vaya someter propuesta para Escuela A y Escuela B, se enviará un solo correo electrónico que incluya ambas escuelas. El título del correo será el número de subasta y el nombre de la(s) escuela(s).

- o Cualquier Propuesta entregada después de la fecha y hora indicadas en la Sección 5, será considerada como tardía, rechazada y devuelta sin abrir.
 - i. La propuesta tiene que ser sometida en formato PDF.
 - ii. Todas las Propuestas se convertirán en propiedad de la OMEP al momento en que sean sometidas.
 - iii. Las propuestas permanecerán cerradas hasta tanto se lleve a cabo la apertura.



XII. MODIFICACIÓN Y RETIRO DE PROPUESTAS

- Una vez sometida la propuesta, la misma no podrá ser modificada. Cualquier contratista podrá retirar su propuesta antes de la fecha de apertura.

XIII. APERTURA

- Las propuestas sometidas serán abiertas por la oficina de compras en las oficinas de OMEP Central, en la fecha indicada en el Itinerario descrito en la Sección V.

XIV. EVALUACIÓN

- Posterior a la radicación y apertura, las Propuestas serán evaluadas por la OMEP conforme a los criterios establecidos en este documento. La OMEP hará la recomendación final basada en costo (lowest bidder) que cumpla con toda la presentación de todos los documentos e información requerida y que llene los requisitos de experiencia y estabilidad financiera necesarios para realizar los trabajos requeridos para el proyecto. La información quedará plasmada en un resumen de Propuestas.

XV. SOLICITUD DE RECONSIDERACIÓN

- Cualquier Contratista adversamente afectado por una decisión de la OMEP que esté relacionada al Trabajo, incluyendo el rechazo de una Propuesta y la adjudicación del Contrato, podrá someter una solicitud de reconsideración conforme a las provisiones de la Ley 38 del 30 de junio de 2017, mejor conocida como la Ley de Procedimientos Administrativos Uniforme del Gobierno de Puerto Rico.
 - i. La notificación de adjudicación recoge expresamente los términos de reconsideración y revisión judicial.

XVI. ADJUDICACIÓN

- OMEP adjudicará de acuerdo con las leyes y reglamento aplicables.
 - La OMEP se reserva el derecho de (a) rechazar una o todas las Propuestas, incluyendo, sin limitación, el derecho a rechazar todas aquellas Propuestas que sean de No conformidad, no responsivas, no balanceadas o condicionadas y (b) rechazar la Propuesta de cualquier Contratista si la OMEP entiende que no será en el mejor de los intereses el hacer una adjudicación a dicho Contratista, ya sea porque este no está cualificado o posee una dudosa capacidad financiera o falla en reunir cualquier otro estándar pertinente o criterios establecidos por la OMEP. La OMEP también se reserva el derecho de dispensar toda formalidad que no involucre precio, tiempo o cambios en el Trabajo y negociar los términos contractuales con el Contratista Agraciado. Discrepancias entre la multiplicación de unidades de Trabajo y precios unitarios serán resueltos a favor de los precios unitarios. Discrepancias entre la suma indicada y cualquier columna de cifra y la suma correcta que de ella surja, será resuelta a favor de la suma correcta. Discrepancias entre lo escrito y las cifras, serán resueltas a favor de la parte escrita.



- i. Si la compra se adjudica, la misma será adjudicada al Contratista Técnicamente Cualificado con la propuesta más baja. Un Contratista Técnicamente Cualificado significa un Contratista responsable y responsivo, cuya propuesta reúne los requisitos de las presentes Instrucciones y cuya evaluación por parte de la OMEP le indica a la OMEP que la adjudicación adicho Contratista será en el mejor de los intereses del Trabajo. Al evaluar las Propuestas para determinar al Contratista Técnicamente Cualificado, la OMEP considerará: (a) las calificaciones, récord de cumplimiento e integridad, tal como lo indica en este Pliego y sus anejos, especialmente Cuestionario al Contratista, aquí anejado como **EXHIBIT C**, incluyendo, sin limitarse, al cumplimiento con los requisitos mínimos establecidos en dicho Cuestionario al Contratista y (b) si la Propuesta cumple con los requisitos prescritos en estas Instrucciones. Si se determina que el Contratista que somete la aparente Propuesta más baja, no cumple con ser un Contratista Técnicamente Cualificado, dicha Propuesta será rechazada y el Contrato será otorgado al Contratista Técnicamente Cualificado con la siguiente Propuesta más baja.
 - ii. La OMEP podrá conducir cualquier investigación según lo estime necesario para asistir en la evaluación de cualquier Propuesta y establecer la responsabilidad, calificaciones y capacidad financiera de los Contratista a ejecutar y proveer el Trabajo de acuerdo con los Pliegos y a satisfacción de la OMEP, dentro del tiempo identificado.
- o La OMEP hará llegar mediante comunicación escrita la Notificación de Adjudicación a todos los contratistas por correo electrónico. La misma será notificada por correo electrónico a cada proponente.

XVII. SEGUROS Y FIANZAS DEL CONTRATO

- o Cuando el Contratista reciba por parte de la OMEP la notificación de adjudicación de contrato para realizar el trabajo objeto de esta compra, éste deberá entregar en un término no mayor de diez (10) días los documentos que evidencien los Seguros que se indican a continuación:
- i. Liability Insurance – Conforme al Contrato, el Contratista agraciado deberá, como parte de los documentos de contratación, obtener, pagar por y mantener vigente en todo momento durante el término establecido y/o enmendado en que se realicen los trabajos objeto de este proyecto, a través de compañías y agencias aceptables para la OMEP los siguientes seguros y/o pólizas:
 1. Póliza de la Corporación del Fondo del Seguro del Estado.
 2. Responsabilidad General Comercial:



Cubiertas	Límites
I. Commercial General Liability	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products and Complete Operation	\$1,000,000.00
• Personal Injury and Advertising	\$1,000,000.00
• Each Occurrence	\$1,000,000.00
• Fire Damage	\$1,000,000.00
• Medical Expense	\$1,000,000.00
II, Employer's Liability Gap	
Bodily Injury by Accident	
• Each Employee	\$1,000,000.00
• Each Accident	\$1,000,000.00
III. Bodily Injurt by Disease	
Each employee	\$1,000,000.00
Each Accident	\$1,000,000.00
II. Personal Property under care, custody, and control:	\$1,000,000.00

3. Seguro de Compensación contra Accidentes en el Trabajo
4. Póliza Comprensiva de autos para autos utilizados por el contratista y sus agentes empleados y subcontratistas con cubiertas de: auto liability, Physical damages, Hired/borrowed vehicles y Non-owned auto liability

Límites:
Auto liability: \$1,000,000.00
Physical Damages: \$1,000,000.00
Medical Payments: \$10,000.00
La cubierta de auto comenrcial debe tener los siguientes símbolos:
Liability Coverage: 1
Physical Damages: 2 y 8
Hired-Borrowed Auto: 8
Non-owned Auto Liability: 9

5. Póliza de responsabilidad de impericial profesional en el caso de profesionales que posean licencias: \$1,000,000.00
 6. Umbrella: \$10,000,000.00
 7. *Owner's Protective Liability Insurance*
- ii. Builder's Risk – Conforme al Contrato, el Contratista agraciado proveerá Builder's Risk Policy por la cantidad total adjudicada. Dicho seguro estará vigente durante todo el periodo del proyecto y hasta la aceptación del mismo por parte de OMPE/DEPR.
- o Todos los seguros antes descritos deberán ser, según sea posible, de la misma compañía de seguros.



- i. Las compañías de seguro utilizadas deberán tener licencia y estar debidamente autorizadas para llevar a cabo negocios en Puerto Rico. Deben tener una sólida reputación económica y estar clasificadas como “A” bajo el Best Key Rating Guide.
 - ii. Todos los seguros serán a favor de y endosarán al ELA, el Departamento de Educación, a la OMEP y su designado Representante.
 - iii. Las pólizas incluirán:
 - Breach of Warranty Clause
 - Waiver of Subrogation (Waiver and/or Release of Subrogation)
 - Additional Insured Clause
 - Hold Harmless Agreement
 - 90 days cancellation Clause
 - iv. Acuerdo de Indemnización- El Contratista accede y pacta el proteger, defender, e indemnizar y liberar de responsabilidad a OMEP y a cualquiera de sus representantes o agentes, de y en contra de cualquier o toda reclamación, acción, obligación, pérdida y costos relacionados a cualquier o toda pérdida o daño (incluyendo, sin limitar lo antes dicho, lesiones o muerte a personas y daños a la propiedad) que sean alegados por lo que en realidad haya sufrido cualquier persona o personas y que sean alegados por o en realidad surja de o sea incidental al Trabajo, servicios o actividades del Contratista o cualquiera de sus subcontratistas bajo el Contrato, incluyendo, sin limitar lo antes dicho, todos los actos u omisiones de los oficiales, empleados y agentes del Contratista y cualquiera de sus subcontratistas en conexión a cualquier instalación, tarea o trabajo, lícito o no o dentro del alcance de su trabajo.
- **Fianzas**
- i. **Garantía de Licitación (BID BOND): SE SOLICITARÁ BID BOND PARA ESTE PROCESO EQUIVALENTE AL 5% DEL MONTO TOTAL DE LA COTIZACIÓN.** Los licitadores deberán presentar una Fianza de Licitación por la cantidad del 5% del monto de la oferta que deberá suplir el Contratista a favor de la OMEP como fianza para asegurar la oferta de todas las obligaciones que pretende contraer el Contratista bajo los documentos de contrato. Esta fianza permanecerá en efecto hasta tanto sea adjudicado y contratada la obra que esta asegura y sea emitida la fianza de pago y cumplimiento, salvo según sea provisto por parte de las Leyes o Reglamentos o los documentos de contrato. **El Contratista deberá presentar un original de cada una de las fianzas requeridas, debidamente firmadas por un representante autorizado del afianzador.** Todas las fianzas deberán ser emitidas por una compañía de seguros debidamente licenciada y autorizada a hacer negocios en Puerto Rico.
 - a. Las cantidades provistas en los BID BOND están sujetas a verificación durante el proceso de subasta. Es responsabilidad de cada contratista verificar las cantidades. OMEP se reserva el derecho de revisar las ofertas en los casos en que las cantidades verificadas en el campo varíen más del 10 % de las cantidades enumeradas en el paquete de ofertas
 - iii. **Fianza de Cumplimiento (Performance Bond):** Se requiere del licitador agraciado una Fianza de Ejecución por la cantidad del 100% (cien por ciento) del monto del contrato que



deberá suplir el Contratista a favor de la OMEP y del Departamento de Educación de Puerto Rico como fianza del fiel cumplimiento de todas las obligaciones contraídas por el Contratista bajo los documentos de contrato. Esta fianza permanecerá en efecto hasta un año después de la fecha en que el último pago venza o hasta tanto se cumpla el plazo para completar cualquier corrección según especificado en contrato, cualquiera de las que venza más tarde, salvo según sea provisto por parte de las Leyes o Reglamentos o los documentos de contrato. El Contratista deberá presentar un original de cada una de las fianzas requeridas, debidamente firmadas por un representante autorizado del afianzador. Todas las fianzas deberán ser emitidas por una compañía de seguros debidamente licenciada y autorizada a hacer negocios en Puerto Rico.

- iv. **Fianza de Pago (*Payment Bond*):** El licitador agraciado presentará una Fianza de Pago por la cantidad del 100% (cien por ciento) del monto del contrato que deberá suplir el Contratista como fianza para el pago de todas las obligaciones contraídas por el Contratista bajo los documentos de contrato. Esta fianza permanecerá en efecto hasta un año después de la fecha en que el último pago venza o hasta tanto se cumpla el plazo para completar cualquier corrección según especificado en contrato, cualquiera de las que venza más tarde, salvo según sea provisto por parte de las Leyes o Reglamentos o los documentos de contrato.
- v. El Contratista deberá presentar un original de cada una de las fianzas requeridas, debidamente firmadas por un representante autorizado del agente afianzador. Todas las fianzas deberán ser emitidas por una compañía de seguros debidamente licenciada y autorizada a hacer negocios en Puerto Rico.
- vi. Todas las fianzas deberán ser sometidas por parte del Contratista y acompañadas por los siguientes documentos:
 1. "Power of attorney in fact"
 2. "Acknowledgement of surety"
 3. Copia de la licencia emitida por parte de la Oficina del Comisionado de Seguros de Puerto Rico
- vii. Toda fianza y/o seguro requeridos por los Pliegos para ser adquiridos y mantenidos por el Contratista, deberán ser obtenidas de compañías fiadoras o aseguradoras debidamente autorizadas y acreditadas (con licencia) en el Estado Libre Asociado de Puerto Rico para ejercer y emitir fianzas y seguros para los límites y cubiertas aquí requeridos.
- viii. El Contratista deberá proveer certificaciones de pago y certificados originales de seguro para todas las pólizas, firmadas por un representante autorizado de la aseguradora, demostrando toda la cubierta necesaria.

XVIII. FIRMA DE CONTRATO

- o Cuando la OMEP emita la Notificación de Adjudicación, la misma estará acompañada de una copia de los requisitos para formalizar el contrato, así como de la copia original sin firmar del mismo, que será suscrito entre la OMEP y el Contratista Agraciado. Dentro del término de diez (10) días a contados a partir del recibo de la Notificación de Adjudicación, el Contratista deberá entregar cualquier otro documento requerido como parte de este, así como las Fianzas de Pago y Cumplimiento, los seguros del contratista y las certificaciones sobre contribuciones especificados. Dentro de ese mismo tiempo, el Contratista Agraciado coordinará con OMEP para la firma del



Contrato y para poner sus iniciales en los documentos del contrato. Dentro del término de diez (10) días posterior a la fecha de la firma del contrato por ambas partes, OMEP hará entrega al Contratista de una copia del contrato registrado y sus respectivos anejos. Asimismo, cada contrato deberá estar acompañado por lo siguiente: dibujos, especificaciones, y cualquier otro documento necesario para la compleción de los trabajos.

XIX. AVISO PARA PROCEDER

- Una vez el Contratista seleccionado haya satisfecho la documentación solicitada en el párrafo anterior, la OMEP comunicará a través de una **Notificación de Proceder** la fecha hábil para que el contratista comience las tareas descritas en el Alcance de Trabajo. **El Contratista no podrá comenzar los trabajos sin esta orden.**

XX. DAÑOS LÍQUIDOS/INCENTIVO POR TERMINACION TEMPRANA

- Las disposiciones contractuales para los daños líquidos por demoras y/o incumplimiento de contrato se describen en el reglamento #9230, Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios No Profesionales de la Administración de Servicios Generales del Gobierno de Puerto Rico del 18 de noviembre de 2020, cuyo documento se hace formar parte de este Pliego.

XXI. PAGO DE PATENTE Y/O ARBITRIOS MUNICIPALES

- De aplicar, será la responsabilidad exclusiva del Contratista asegurarse si existe la responsabilidad de pagar impuestos y/o contribuciones municipales por el Trabajo por el cual se contrata. En todo caso, se solicitará evidencia de pago, o certificado negativo de la Oficina de Finanzas del Municipio donde el Trabajo como un documento requerido para procesar el pago al Contratista.
- **DE APLICAR, SERA RESPONSABILIDAD DEL CONTRATISTA CONTEMPLAR EL PAGO DE ARBITRIOS, PATENTES, SEGUROS Y ROTULOS EN SUS COSTOS.**
- El contratista debe incluir nomina certificada a la hora de procesar a factura.



HOJA DE COTEJO DE PROPUESTA

OFICINA PARA EL MEJORAMIENTO DE LAS ESCUELAS PÚBLICAS

Instrucciones: Al completar la documentación requerida en las Instrucciones, favor de completar esta Hojade Cotejo para asegurar que está sometiendo cada ítem solicitado. Utilice esta lista para organizar la secuencia de la documentación previo a su encuadernación y entrega. El Contratista deberá iniciar en tinta azul en el margen izquierdo de cada ítem confirmando así su inclusión en la Propuesta presentada. En caso de que falte alguno de los documentos requeridos (1 a 10) en la propuesta del Contratista, la oferta se considerará incompleta y no responsiva.

Inicial de Contratista	Item No.	Descripción
DOCUMENTOS DE PROPUESTA REQUERIDOS		
	1	EXHIBIT A - Formulario De Propuesta (Bid Form) y Ficha Técnicas (Cut Sheets)
	2	EXHIBIT B - Declaración de Contratista (Certificar recibo de Adenda), <u>no exceder de 5 páginas adjuntas</u>
	3	EXHIBIT C - Cuestionario del Contratista, <u>no exceder de 5 páginas adjuntas</u>
	4	EXHIBIT D - Recibo Y Cumplimiento Del Código Anticorrupción Para El Nuevo Puerto Rico
	5	EXHIBIT E - Non-Collusive Affidavit
	6	Certificación de la ASG en Registro Único Licitadores (RUL)
	7	Fianza de Licitación (Bid Bond)
	8	Número de registro en DUNS (System for Award Management – SAM)
	9	Estado financiero auditado (15 meses previo a subasta)
	10	Resolución corporativa (Certificate of Corporate Principal)
OTROS DOCUMENTOS DE REFERENCIA		
	11	EXHIBIT F - Documentos necesarios para presentar la Solicitud de Pago Final Por El Contratista a OMEP
	12	EXHIBIT G - Disposiciones Generales Aplicables a Proyectos Sufragados Total o Parcialmente con fondos provistos por FEMA o fondos CDBG provistos por HUD
	13	EXHIBIT H - Contract Forms
	14	EXHIBIT I - Uniform General Conditions
	15	EXHIBIT J - Condiciones Especiales Suplementarias
	16	EXHIBIT K - Reference Technical Specifications
	17	EXHIBIT L - Buy America Executive Order
	18	EXHIBIT M - Requirements for Design-Build
	19	EXHIBIT N - Project Identification Sign Guidelines
	20	EXHIBIT O - Proposed Site Logistic & Phasing Plan
	21	EXHIBIT P - Report and Run
	22	EXHIBIT Q - Nota Aclaratoria Proceso Ambiental

Nombre

Fecha

Firma

Número de seguro social



PO Box 195644 San Juan, Puerto Rico 00919-5644.
Tel. (787) 281-7575



Exhibit A

Formulario de Propuesta (Bid Form)

EXHIBIT A
FORMULARIO DE PROPUESTA (BID FORM)

1.2 Esta sección describe el alcance de los trabajos a ser cotizados:

Alcance de Trabajo			
Número de Subasta	CI-2023-08-04-4360	Nombre de la Escuela y Código	Esc. Maria M. Simmons (35840)
Descripción	Unidad	Costo	
Diseño y Permisos	LS	\$	
Supervisión y visitas durante la construcción	LS	\$	
Site	LS	\$	
Edificios	LS	\$	
Condiciones Generales (General Conditions)	LS	\$	
Seguros (Insurance)	LS	\$	
Fianzas (Bonds)	LS	\$	
Impuestos (Taxes; Municipal + State)	LS	\$	
SUBTOTAL			\$
Allowance - HazMat Mitigation (Asbestos & Lead Based Paint)	LS	\$30,000	
Allowance - Mold Remediation / Termite Treatment	LS	\$20,000	
TOTAL 1			\$
Alcance de Trabajo			
Número de Subasta	CI-2023-08-04-4360	Nombre de la Escuela y Código	Esc. 20 de septiembre de 1988 (35295)
Descripción	Unidad	Costo	
Diseño y Permisos	LS	\$	
Supervisión y visitas durante la construcción	LS	\$	
Site	LS	\$	
Edificios	LS	\$	
Condiciones Generales (General Conditions)	LS	\$	
Seguros (Insurance)	LS	\$	
Fianzas (Bonds)	LS	\$	
Impuestos (Taxes; Municipal + State)	LS	\$	
SUBTOTAL			\$
Allowance - HazMat Mitigation (Asbestos & Lead Based Paint)	LS	\$30,000	
Allowance - Mold Remediation / Termite Treatment	LS	\$20,000	
TOTAL 2			\$
GRAND TOTAL (TOTAL 1 + TOTAL 2)			\$

Nota: El desglose es una guía para la cotización de los trabajos y no será el desglose final para emitir cualquier certificación de pago. Es responsabilidad del contratista verificar las cantidades en visita de campo.

****EL CONTRATISTA ES RESPONSABLE DE LOS COSTOS DE TRANSPORTE MARITIMOS, AÉREOS Y/O TERRESTRES A USARSE. ****

- 1) Los costos deberán considerar arbitrios, seguros, patentes, "overhead", ganancias, etc.
- 2) Será responsabilidad del contratista corroborar las cantidades a cotizar para estos trabajos.
- 3) El desglose de los trabajos a realizarse serán adjuntados al dorso.
- 4) Esta Propuesta tendrá una vigencia de sesenta (60) días a partir de la fecha de apertura de propuestas.
- 5) El total de la propuesta deberá ser sometido redondeando al dólar más cercano. Ósea, sin utilizar centavos.

Nombre de contratista

Fecha

Firma

Número de seguro social patronal

EXHIBIT A
FORMULARIO DE PROPUESTA (BID FORM)
ESCUELA MARIA M. SIMMONS DE RIVERA

SITE - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
1	A.1/4. Playground. Replace damaged playground hexagonal rubber floor tiles with new code compliant rubber floor tiles. Areas: 46sf, 30ft x 30ft (900sf), 30ft x 13ft (390sf), 33ft x 13ft (429sf), 45ft x 19.5ft (877.5sf), 6ft x 5ft (30sf), 50ft x 32ft (1,600sf).	4,272	SF	\$
2	B.3/42. Exterior Patio. Replace damaged 12in x 12in ceramic tile. Use equal or similar materials that visually match existing adjacent surfaces.	540	SF	\$
3	E.--. Perimeter fence. Replace 200lf of 6ft (H) chain link fence. Replace damaged 3 strand barb wire, 200lf.	1	LS	\$
4	F.--. Exterior. Replace damaged 1in x 1in galvanized steel ornamental fence, 8ft (H).	30	LF	\$
5	H.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A

Subtotal: \$ _____

SITE - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
6	C.43. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A
7	D.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A
8	G.--. Exterior. Replace damaged Generator (Capacity: 75Kw, 120/208V) with new emergency generator similar or equal to existing.	1	EA	\$

Subtotal: \$ _____

MARIA M. SIMMONS DE RIVERA
PRDE #35840

BUILDING 01 - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
9	A.13. Room 105. Replace 2ft x 2ft damaged acoustical ceiling tiles. Use equal or similar materials that visually match in-place adjacent surfaces.	740	SF	\$
10	E.16. Room 106. Replace 2ft x 2ft damaged acoustical ceiling tiles. Use equal or similar materials that visually match in-place adjacent surfaces.	760	SF	\$
11	G.19/20/21. Office. Replace damaged window glass slats with new code compliant glass slats.	7	EA	\$
12	H.22. Office 211. Replace damaged window glass slat with new code compliant glass slat.	8	EA	\$
13	I.--. Room 211. Replace 300sf of damaged gypsum board with code compliant drywall. Provide an even surface of uniform finish, texture, and appearance. Replace 1 ea. damaged 2in x 2in A/C return grille.	1	LS	\$
14	J.24. Room 214. Replace 2ft x 2ft damaged acoustical ceiling tiles. Use equal or similar materials that visually match in-place adjacent surfaces, 190 tiles.	750	SF	\$
15	M.35. Room 214, Library. Replace damaged window glass slat with new code compliant glass slat, 2sf.	2	EA	\$
16	N.--. Room 214. Replace damaged gypsum board with code compliant drywall. Provide an even surface of uniform finish, texture, and appearance.	300	SF	\$
17	Q.--. Room 215. Replace damaged gypsum board with code compliant drywall. Provide an even surface of uniform finish, texture, and appearance.	300	SF	\$
18	R.28. Bathroom 2nd floor. Replace damaged single lever chrome sink faucet (American Standard) with new ADA compliant single lever chrome sink faucet.	1	EA	\$
19	S.28. Bathroom 2nd floor. Replace damaged toilet with water closet valve (American Standard) with new ADA compliant toilet with water closet valve.	1	EA	\$
20	T.38/39. Boys' and Girls' Bathroom 2nd floor. Replace damaged stainless steel toilet partitions with new ADA compliant toilet partitions.	4	EA	\$
21	U.31. Room 206. Replace damaged window glass slat with new code compliant glass slat, 3sf.	3	EA	\$
22	X.34. Dining Hall. Repair concrete floor crack. Provide an even surface of uniform finish, texture, and appearance.	250	LF	\$
23	Y.37. Library. Replace damaged window glass slat with new code compliant glass slat, 3sf.	1	EA	\$

MARIA M. SIMMONS DE RIVERA
PRDE #35840

BUILDING 01 - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
24	Z.40. Room 214, Computer Laboratory. Repair concrete floor crack. Provide an even surface of uniform finish, texture, and appearance.	100	LF	\$
25	AA.--. Campus wide painting. Paint all exterior and interior surfaces. Remove loose/flaking paint, pressure clean, scrape, sand, patch and prep all surfaces to receive new paint. Apply one coat of primer and two finish coats of paint.	200,000	SF	\$
26	EE.--. Front of School. Install missing bird net with new bird net.	1,600	SF	\$
27	FF.--. Interior Ceiling. Repair damaged ceiling plaster. Remove existing loose materials and apply base coat (as needed) and finish coat at areas requiring restoration. Provide an even surface of uniform finish, texture, and appearance.	51,469	SF	\$
28	GG.--. Interior Ceiling. Replace 2ft x 2ft damaged acoustical ceiling tiles. Use equal or similar materials that visually match in-place adjacent surfaces.	11,655	SF	\$
29	JJ.--. Bathroom. Replace damaged mirror with new ADA compliant stainless steel, 30in x 24in mirror.	4	EA	\$
30	KK.--. Bathroom. Replace damaged stainless steel soap dispenser with new ADA compliant soap dispenser.	4	EA	\$
31	MM.--. Bathroom. Replace damaged stainless steel waste receptacle with new ADA compliant waste receptacle.	2	EA	\$
32	NN.--. SCOPE DEFERRED FOR FUTURE PROJECT.	N/A	N/A	N/A

Subtotal: \$ _____

BUILDING 01 - ROOF WATERPROOFING WORKS

Item No.	Description	Quantity	Unit	Total
33	BB.--. Building 1. Total replacement of existing roofing system with new code compliant roof assembly, including complete roof drainage system (gutters, scuppers, downspouts, etc.), and temporary removal and reinstallation of MEP system(s).	38,783	SF	\$

Subtotal: _____

MARIA M. SIMMONS DE RIVERA
PRDE #35840

BUILDING 01 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
34	B.14. Room 105. Replace existing damaged A/C system (Model: Trane, MCC03, 3-Ton) with new code compliant system.	1	EA	\$
35	C.--. Room 105. Clean and sanitize 1,400 CFM air conditioning duct.	1	EA	\$
36	D.17. Room 106. Replace existing damaged A/C system (Model: Trane, MCC03, 5-Ton) with new code compliant system.	3	EA	\$
37	F.18. Room 107. Replace damaged ceiling mounted EXIT sign with vandalproof cover unit with LED equivalent fixture. Remove all parts of old fixture no longer in use.	1	EA	\$
38	K.--. Room 214. Replace existing damaged A/C system (Model: Trane, MCC03, 3-Ton) with new code compliant system.	1	EA	\$
39	L.26. Room 214. Clean and sanitize 1,400 CFM air conditioning duct.	1	EA	\$
40	O.--. Room 215. Replace existing damaged A/C system (Model: Trane, MCC03, 3-Ton) with new code compliant system.	1	EA	\$
41	P.--. Room 215. Clean and sanitize 1,400 CFM air conditioning duct.	1	EA	\$
42	V.32. Room 206, next to Dining Hall. Replace damaged ceiling mounted EXIT sign with vandal-proof cover unit with LED equivalent fixture. Remove all parts of old fixture no longer in use.	2	EA	\$
43	W.33. Kitchen. Replace damaged exhaust fan (6000 CFM, 3 HP, 1.0 inh2o SP) with new code compliant exhaust fan.	1	EA	\$
44	CC.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A
45	DD.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A
46	HH.--. Interior. Replace damaged 2ft x 4ft light fixtures with LED equivalent light fixtures. Remove all parts of old fixtures no longer in use.	8	EA	\$
47	II.--. Interior. Replace 4 ea. damaged wall mounted lavatory with new ADA compliant lavatory. Replace 4 ea. damaged single lever chrome sink faucet with new ADA compliant single lever chrome sink faucet.	1	LS	\$
48	LL.--. Bathroom. Replace damaged stainless steel. power dispenser with new ADA compliant power dispenser.	1	EA	\$

Subtotal: _____

BUILDING 02 ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
49	D.9/10. Basketball Court. Replace damaged window glass slat with new code compliant glass slats.	7	EA	\$
50	F.--. Interior Ceiling. Repair damaged wall plaster. Remove existing loose materials and apply base coat (as needed) and finish coat at areas requiring restoration. Provide an even surface of uniform finish, texture, and appearance.	400	SF	\$
51	G.--. Exterior Wall. Repair damaged ceiling plaster. Remove existing loose materials and apply base coat (as needed) and finish coat at areas requiring restoration. Provide an even surface of uniform finish, texture, and appearance. Apply one coat of primer and two finish coats of paint.	16,302	SF	\$
52	H.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	16,632	SF	\$
53	I.--. Roof. Repair damaged 18 gauge flashing with new code compliant flashing, 18in.	815	SF	\$
54	K.12. Basketball Court.. Seal concrete floor.	3,799	SF	\$
55	L.--. Location. Repair damaged ceiling plaster. Remove existing loose materials and apply base coat (as needed) and finish coat at areas requiring restoration. Provide an even surface of uniform finish, texture, and appearance. Apply one coat of primer and two finish coats of paint.	2,433	SF	\$
56	N.--. Steel Deck and Bar Joist. Remove loose/flaking paint, pressure clean, scrape, sand, patch and prep all surfaces to receive new paint. Apply one coat of primer and two finish coats of paint.	11,581	SF	\$

Subtotal: \$ _____

BUILDING 02 - ROOF WATERPROOFING WORKS

Item No.	Description	Quantity	Unit	Total
57	N/A			

Subtotal: \$ _____

BUILDING 02 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
58	A.6. Basketball Court. Replace damaged ceiling mounted EXIT sign with vandal-proof cover unit with LED equivalent fixture. Remove all parts of old fixture no longer in use.	4	EA	\$
59	B.7. Basketball Court. Replace damaged smoke detector with new code compliant smoke detector. Remove all parts of old fixture no longer in use.	4	EA	\$
60	C.--. <i>SCOPE DEFERRED FOR FUTURE PROJECT.</i>	N/A	N/A	N/A
61	D.11. Basketball Court. Replace damaged MH light fixtures with LED equivalent light fixtures. Remove all parts of old fixtures no longer in use.	18	EA	\$

BUILDING 02 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
62	J.--. Location. Replace damaged 1ft x 4ft light fixtures with LED equivalent light fixtures. Remove all parts of old fixtures no longer in use.	1	EA	\$
63	M.--. Location. Replace damaged ceiling fan, steel, 4ft. diameter with new commercial ceiling fan.	2	EA	\$
64	O.--. Location. Replace damaged 1ft x 1ft surface mounted light fixture with LED equivalent light fixture. Remove all parts of old fixtures no longer in use.	1	EA	\$

Subtotal: \$ _____

Notes:

- 1) *Items in gray require a Design-Build project delivery method and shall comply with **Exhibit M** of the Bid Documents.*
- 2) *This Bid will remain subject to acceptance for sixty (60) days after the Bid Opening date.*
- 3) *This Bidder accepts to perform all Work as specified or indicated in the Bidding Documents for the prices submitted in Exhibit A (Bid Form) and within the times indicated in the Instructions to Bidders.*
- 4) *Pricing for crack repairs to be based on the "**Typical Recommended Repairs**" included in **Exhibit K**.*
- 5) *As part of the backup documentation Bidders are to provide cut sheets of the products making up the basis of their proposal including: A) Generator, B) Water fountain, C) Light fixtures, D) Plumbing fixtures, E) Kitchen equipment, F) HVAC equipment, G) Doors, Frames & Hardware, and H) Roofing system.*

Name

Date

Signature

Employer Identification Number

INSERT BACK UP DOCUMENTATION - ITEM A - GENERATOR

INSERT BACK UP DOCUMENTATION - ITEM B - WATER FOUNTAIN

INSERT BACK UP DOCUMENTATION - ITEM C - LIGHT FIXTURES

INSERT BACK UP DOCUMENTATION - ITEM D - PLUMBING FIXTURES

INSERT BACK UP DOCUMENTATION - ITEM E - KITCHEN EQUIPMENT

INSERT BACK UP DOCUMENTATION - ITEM F - HVAC EQUIPMENT

INSERT BACK UP DOCUMENTATION - ITEM G - DOORS, FRAMES & HARDWARE

INSERT BACK UP DOCUMENTATION - ITEM H - ROOFING SYSTEM

EXHIBIT A
FORMULARIO DE PROPUESTA (BID FORM)
ESCUELA 20 DE SEPTIEMBRE DE 1988

SITE - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
1	ARN 4 - Location: Site: School Entrance: Entrance gate 1 EA galvanized steel gate <ul style="list-style-type: none"> • Remove 1 EA damaged galvanized steel entrance gate. • Install 1 EA new galvanized steel entrance gate. (23 FT x 7 FT) 	1	LS	\$
2	ARN 7 - Location: Site: School Entrance: Galvanized steel ornamental fence, 5 EA spans 8 FT x 7 FT. <ul style="list-style-type: none"> • Remove 5(FIVE) EA sections of damaged galvanized steel ornamental fence. • Install 5 (FIVE) EA sections of new galvanized steel ornamental fence. 	1	LS	\$
3	ARN 10 - Location: Site: School Entrance: Damaged 1(ONE) EA pedestrian galvanized steel gate. <ul style="list-style-type: none"> • Remove 1(ONE) EA damage galvanized steel pedestrian gate. • Install 1 (ONE) EA new galvanized steel pedestrian gate. 6 FT x 7 FT 	1	EA	\$
4	ARN 11 - Location: Site: School Entrance: Damaged School signage paint. No dimensions specified. 40 SF <ul style="list-style-type: none"> • Clean and prep school sign for paint. • Paint new school sign. 	40	SF	\$
5	ARN 12.1 - Location: Site: School Entrance: Damaged paint on galvanized steel ornamental fence. <ul style="list-style-type: none"> • Clean and scrape fence to prepare to paint. • Apply one coat of primer and two coats of paint. 615 FT x 7 FT = 4,435 SF. 	4,435	SF	\$
6	ARN 12.2 - Location: Site: School Entrance: Missing in perimeter fence 615 FT x 7 FT. - 2 (two) BARS <ul style="list-style-type: none"> • Repair fence by adding 2 (TWO) EA new 7 FT x 1 IN bars 	2	EA	\$
7	ARN 13. SCOPE DEFERRED TO FUTURE PROJECT	N/A	N/A	N/A
8	ARN 14 - ARN 14 Location: Site: Exterior Site North: Damaged perimeter fence section, including concrete base, 6 LF. <ul style="list-style-type: none"> • Remove damage section of ornamental fence, including concrete base. • Install new section of ornamental fence, including concrete base. 	6	LF	\$
9	ARN 15 Location: Site: Exterior Site North: Damaged pedestrian galvanized steel gate, 8 FT x 7 FT.= 56 SF <ul style="list-style-type: none"> • Remove damaged pedestrians galvanized steel gate. • Install new pedestrian galvanized steel gate. 	56	SF	\$
10	ARN 17 - Location: Site: Exterior Site North-east Chain link fence: Damaged 50 LF chain link fence. <ul style="list-style-type: none"> • Remove damaged chain link fence. • Install 50 LF of new chain link fence, 9-gauge 	50	LF	\$
11	ARN 19 Location: Site: Substation: Damaged substation perimeter chain link fence 100 LF. <ul style="list-style-type: none"> • Remove damaged chain link fence. • Install new chain link fence, 9-gauge. 	100	LF	\$

SITE - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
12	ARN 21 Location: Site: Substation: Soil settlement on substation concrete floor slab. 30 LF •Cut and fill with A-2-4 or better material. •Install retaining wall 30 FT X 6 FT •A/E evaluation, recommendations, and design.	30	LF	\$
13	ARN 22 Location: Site: Exterior Northeast: Remove 1 (one)EA fallen tree. • Remove 1 EA fallen tree	1	EA	\$
14	ARN 23 Location: Site: Exterior East: Damaged cement plaster 48 FT X 0.5 FT = 24 SF. • Remove damaged plaster. • Repair cement plaster.	24	SF	\$
15	ARN 24 Location: Site: Exterior East: Damaged cement plaster 8 FT X 8 FT = 64 SF. • Remove damaged plaster. • Repair cement plaster.	64	SF	\$
16	ARN 26 Location: Site: East Parking Lot: Tree 1 EA near parking luminaries blocks proper illumination. • Tree 1 EA pruning.	1	EA	\$
17	ARN 27 Location: Site: Parking Lot: Missing 2 EA handicapped signs. • Install 2 EA new handicap parking signs.	2	EA	\$
18	ARN 30.1 Location: Site: Exterior Parking Lot: Broken 10 LF concrete curb. • Remove damaged pavement and curb. • Cast in place new pavement and curb.	10	LF	\$
19	ARN 30.2 Location: Site: Exterior Parking Lot: Broken 15 SF concrete curb. • Paint curb with yellow traffic, 10 LF x 18 IN, 15 SF	15	SF	\$
20	ARN 31 Location: Site: Exterior Site West: Damaged chain link fence. 50 LF • Remove damaged 9-gauge chain link fence, including barb wire, 3 strands • Install new 9-gauge chain link fence, barb wire, 3 strands	50	LF	\$
21	ARN 32 Location: Site: Exterior: 1EA fallen tree. • Remove 1 EA fallen tree	1	EA	\$
22	ARN 33 Location: Site: Exterior: Damaged sidewalk 5 FT x 5 FT, 25 SF. • Remove damaged sidewalk concrete. • Build new sidewalk.	25	SF	\$
23	ARN 39 Location: Site: Exterior South Side: 50 EA spans of 10 FT x 6 FT, chain link fence damaged. 500 LF • Remove 50 EA damaged sections of chain link fence. • Install 50 EA new sections of chain link fence, 9-gauge.	500	LF	\$
24	ARN 43 Location: Site: Exterior South Side: Chain link gate 2 EA 12 FT X 6 FT. 72 SF • Remove 1 EA sets of damaged chain link gates (double). • Install 1 EA new sets of chain link gates (double), 1 EA opening dimension (12 FT x 6 FT).	72	SF	\$
25	ARN 43 Location: Site: Exterior South Side: Chain link gate 2 EA 12 FT X 6 FT. 72 SF • Remove 1 EA sets of damaged chain link gates (double). • Install 1 EA new sets of chain link gates (double), 1 EA opening dimension (12 FT x 6 FT).	72	SF	\$

SITE - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
26	ARN 45 Location: Site: Exterior South Side: Damaged 1 EA pedestrians chain link gate 52 IN x 60 IN. <ul style="list-style-type: none"> • Remove 1 EA damaged pedestrian gate. • Install 1 EA new pedestrian gate. 	1	EA	\$
27	ARN 48 Location: Site: Exterior East Side: Damaged concrete sidewalk 3 FT x 3 FT, 9 SF. <ul style="list-style-type: none"> • Remove damaged concrete sidewalk. • Build concrete sidewalk. 	9	SF	\$
28	ARN 61 Location: Site: South Sidewalk: Relocate drainage on sidewalk. 3FT x 3FT = 9FT <ul style="list-style-type: none"> •Cut sidewalk. •Install drainage below sidewalk. •Repair sidewalk. 	9	SF	\$
29	ARN 67.1 Location: Site: Interior Patio: Damaged 5 EA 16 FT x 5 IN diameter poles and luminaries. <ul style="list-style-type: none"> • Remove 5 (five)EA damaged luminaries. • Install 5 (five)EA new luminaries. LED substitution. 	5	EA	\$
30	ARN 68 Location: Site: Interior Patio: Water accumulation next to janitorial room. <ul style="list-style-type: none"> • Grade and slope away from building, 100 SF 	100	SF	\$
31	ARN 70 Location: Site: Exterior Stairs: Damaged and missing 12 (twelve)EA 70" IN. stair step nose. <ul style="list-style-type: none"> • Remove 12 EA damaged stair step nose. • Install 12 EA new stair step nose. 	12	EA	\$
32	ARN 71 Location: Site: Interior Patio: 1 EA Dead tree. <ul style="list-style-type: none"> • Remove 1 EA dead tree 	1	EA	\$
33	ARN 77 Location: Site: Exterior Pedestrian Gate South Side: Pedestrian gate 1 EA 6 FT x 9 FT= 54 SF <ul style="list-style-type: none"> • Remove 1 EA damaged pedestrian gate. • Install 1 EA new pedestrian gate. 	54	FT	\$
34	ARN 78 Location: Site: Exterior South Side: Soil displacement. 100 LF x 4 FT = 400 SF <ul style="list-style-type: none"> • Grade and slope away from building. 	400	SF	\$
35	ARN 106 Location: Site: Interior patio: Damaged patio sidewalk, possible soil settlement. Leveling Damage, 8 FT x 4 FT = 32 SF. <ul style="list-style-type: none"> • Remove damaged concrete sidewalk section. • Install new concrete sidewalk section. 	32	SF	\$

Subtotal: \$ _____

SITE - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
36	ARN 18 Location: Site: Substation: Missing substation labels. • Install warning and identification signs. Paint. • Electrical maintenance for substations transformers and connections.	VARIES	EA	\$
37	ARN 20 Location: Site: Substation: Damaged and missing perimeter luminaire 8 EA. • Remove 8 EA damaged wall mounted HPS luminaries. • Install 8 EA new wall mounted luminaries. LED substitution.	8	EA	\$
38	ARN 25.1 Location: Site: East Parking Lot: 5 (five)EA missing concrete octagonal pole. • Install 5 EA new concrete octagonal poles (missing)	5	EA	\$
39	ARN 25.2 Location: Site: East Parking Lot: missing 5 (five) EA cobra luminaire. • Install 5 (five)EA new cobra luminaire lights on new concrete octagonal poles. (LED substitution)	5	EA	\$

Subtotal: \$ _____

BASKETBALL COURT - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
40	ARN 52 Location: Basketball Court: Damaged floor paint approximate Area: 10,600 SF. <ul style="list-style-type: none"> • Pressure wash and prep basketball court for paint. • Apply paint and sealant to floor. Paint sport lines. 	10,600	SF	\$
41	ARN 53 Location: Basketball Court: Damaged 10 LF top rail over chain link fence. 10 LF <ul style="list-style-type: none"> • Remove damaged top rail of chain link fence. • Install new top rail of chain link fence 	10	LF	\$
42	ARN 54 Location: Basketball Court: Damaged bleachers paint approximate area: 3,100 SF. <ul style="list-style-type: none"> • Pressure wash and prep bleachers. • Apply paint and sealant to floor. 	3,100	SF	\$
43	ARN 56 Location: Basketball Court: Bird net need to be installed on court's ceiling and siding.area:15,538 SF. <ul style="list-style-type: none"> • Install bird net on basketball court ceiling and siding. 	15,538	SF	\$
44	ARN 58 Location: Basketball Court: Basketball court steel columns base need maintenance/ anti corrosion treatment/ oil base paint 18 EA 18 IN x 12 IN. <ul style="list-style-type: none"> • Clean, scrape and prep steel column to remove rust. • a.Apply corrosion treatment , b. one coat of primer and c. two coats of oil-based paint. 	18	EA	\$

Subtotal: \$ _____

BASKETBALL COURT - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
45	ARN 55 Location: Basketball Court: Damaged 12 EA court luminaries. Dimensions not specified.12 EA <ul style="list-style-type: none"> • Remove damaged court luminaries, 400 W, MH. • Install new court luminaries. 400 W MH LED substitution.60. Dining Hall. Replace damaged window operators. 	12	EA	\$

Subtotal: _____

BUILDING 1 - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
46	ARN 29 Location: Building 1: Exterior West: Aluminum window 3 EA 12 FT x 5 FT. • Remove 3 EA damaged sections 12 FT x 5 FT of aluminum Jalousie windows. • Install 3 EA new sections (12 FT x 5 FT) of aluminum Jalousie windows, 25 IN x 60 IN each window.	3	EA	\$
47	ARN 34 Location: Building 1: Exterior Water Heater Room: 2 EA steel louvered double doors, 60 IN x 106 IN. • Remove 2 EA damaged steel louvered metal double doors, including frames and handles. • Install 2 EA new steel louvered metal double doors, including frames and handles .	2	EA	\$
48	ARN 37 Location: Building 1: Exterior South Side: Detached plastering 4 FT x 4 FT = 16 SF on exterior ceiling. • Remove exterior concrete ceiling plaster. • Repair exterior concrete ceiling plaster.	16	SF	\$
49	ARN 38 Location: Building 1: Exterior South Side: Aluminum windows 6 EA of 30 IN x 60 IN. • Remove 6 EA damaged Jalousie aluminum windows. • Install 6 EA new Jalousie aluminum windows.	6	EA	\$
50	ARN 41 Location: Building 1: Exterior South Side: Missing wall pack mounted luminaire 1 EA 12 IN X 12 IN, HPS • Install 1 EA wall mounted luminaire wall pack, LED substitution.	1	EA	\$
51	ARN 63 Location: Location: Building 1: Administration Interior: Damaged 30 FT x 48 FT =1,440 SF vinyl floor • Remove damaged vinyl floor. • Install new vinyl floor and 4 IN base.	1,440	SF	\$
52	ARN 66 Location: Location: Building 1: Boys Restroom First Floor: Damaged 2 EA 36 IN x 84 IN steel doors. • Remove 2 EA damaged steel doors and frame. • Install 2 EA new steel doors and frame.	2	EA	\$
52	ARN 69 Location: Location: Building 1: Exterior Janitor Room First Floor: Damaged 1 EA 36 IN x 84 IN steel door frame. • Remove 1 EA damaged metal door and frame, 36 IN x 84 IN. • Install 1 EA new metal door and frame, 36 IN x 84 IN.	1	EA	\$
53	ARN 75 Location: Building 1: Exterior Sidewalk First Floor: Damaged soil settlement 2 IN leveling damage.AREA 10 LF X 7 FT = 70 SF • Remove damaged concrete sidewalk. • Install new concrete sidewalk 6 IN THICK..	70	SF	\$
54	ARN 82 Location: Building 1: Shower Room Interior: Damaged steel door and frame 1 EA, 24 IN x 84 IN. • Remove damaged steel door and frame. • Install new steel door, frame, and lock .	1	EA	\$
55	ARN 87 Location: Building 1: Interior First Floor: Damaged 3 EA of 36 IN x 84 IN wooden doors. • Remove damaged wood doors and frame. • Install new steel doors and frames.	3	EA	\$
56	ARN 88 Location: Building 1: Interior First Floor: Damaged 4 EA spans (7 FT x 2.5 FT) of 26 IN x 26 IN aluminum jalousie windows. • Remove damaged sections aluminum jalousie windows. • Install new sections aluminum jalousie windows.	4	EA	\$

BUILDING 1 - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
57	ARN 89 Location: Building 1: Storage Room Interior: Termite pest control. • Pest control for termites for Building 1, 30,160 SF footprint, 706 LF, two-story building	30,160	SF	\$
58	ARN 94 Location: Building 1: Exterior North: 12 EA Missing step nose 70 IN. • Install new stair step nose, 70 IN long.	12	EA	\$
59	ARN 96 Location: Building 1: Classroom 22 Second Floor: Missing 1 EA lock on steel door, missing. • Install 1 EA new lock for metal door	1	EA	\$
60	ARN 97 Location: Building 1: Classroom 23 Second Floor: Damaged 1 (one)EA steel door and frame 36 IN x 84 IN. • Replace existing 36in x 84in door assembly system with new code compliant hollow metal double doors and frame including new hardware set (and vision panel). New doors must be primed and painted with two finish coats of paint for metal surfaces	1	EA	\$
61	ARN 98 Location: Building 1: Hallway First and Second Floor: Exposed rebar. Approximate 20 SF. • Treat exposed rebar 20 SF. • Clean and prep 20 SF of concrete plaster damage. • Repair 20 SF of concrete plaster damage.	20	SF	\$
62	ARN 100.1 Location: Building 1: Science Classroom Interior Second Floor: Damaged 1 EA 12 FT x 33 IN X 2 laboratory wooden cabinet with 6 EA electrical outlets and sink. • Remove damaged wood lab cabinet. • Install new wood lab cabinet, with sink, faucets and 6(six) ground fault electrical receptacles.	1	EA	\$
63	ARN 100.2 Location: Building 1: Science Classroom Interior Second Floor: Damaged 1 EA new stainless steel lab sink. • Remove stainless steel lab sink. • Install new stainless steel lab sink.	1	EA	\$
64	ARN 100.3 Location: Building 1: Science Classroom Interior Second Floor: Damaged 2 EA faucets for lab sink. • Remove faucets for lab sink. • Install faucets for lab sink.	2	EA	\$
65	ARN 101 Location: Building 1: Classroom 26 Exterior Second Floor: 1 EA 36 IN x 84 IN steel door needs to be replaced. • Remove damaged steel door and frame. • Install new steel door and frame.	1	EA	\$
66	ARN 103 Location: Building 1: Interior Hallway: Water ponding. Approximate 10 FT x 6 FT, 60 SF. • Install cement underlayment and topping, self-leveling, 60 SF. • Install weep hole on exterior wall for drainage. • Install new downspout, 22 LF	60	SF	\$
67	ARN 109 Location: Building 1: Building Roof: Detached aluminum flashing. 1 EA • Remove damaged aluminum flashing on roof. • Install new aluminum flashing on roof.	1	EA	\$

BUILDING 1 - ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
68	<p>ARN 113 Location: Building 1: Exterior Building: Damaged exterior paint. Includes all exterior cement plaster surfaces, steel railings, fences, gates, and aluminum windows. Approximate area: 42,700 SF.</p> <ul style="list-style-type: none"> • Pressure wash and prep exterior cement plaster surfaces, steel railings, fences, gates, and aluminum windows for paint. • Apply one coat of primer and two coats of paint to exterior cement plaster surfaces, steel railings, fences, gates, and aluminum windows. • Campus wide painting. Paint all exterior and interior surfaces. Remove loose/flaking paint, pressure clean, scrape, sand, patch and prep all surfaces to receive new paint. Apply one coat of primer and two finish coats of paint. 	42,700	SF	\$
69	<p>ARN 114 Location: Building 1: Interior Building: Damaged interior paint. Includes all interior cement plaster areas, non-damage steel doors and classrooms iron bars on windows. Approximate area: 98,400 SF</p> <ul style="list-style-type: none"> • Clean and prep interior cement plaster areas, non-damage steel doors and classroom, and iron bars on windows for paint. • Apply one coat of primer and two coats of paint to interior cement plaster areas, non-damage steel doors and classroom iron bars on windows for paint. 	98,400	SF	\$

Subtotal: _____

BUILDING 01 - ROOF WATERPROOFING WORKS

Item No.	Description	Quantity	Unit	Total
70	<p>ARN 102 Location: Building 1: Classroom 26 Second Floor: Roof water infiltration</p>	1	EA	\$
71	<p>ARN 111. Total replacement of existing roofing system with new code compliant roof assembly, including complete roof drainage system (gutters, scuppers, downspouts, etc.), and temporary removal and reinstallation of MEP system(s). Include 20-year minimum warranty from the manufacturer.</p>	21,600	SF	\$

Subtotal: _____

BUILDING 01 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
72	<p>ARN 35 Location: Building 1: Interior Water Heater Room: 2EA Bradford-White water heater 120 gal.</p> <ul style="list-style-type: none"> • Remove 2 EA damaged Bradford-White water heaters. • Install 2 EA new water heaters, 120 gal, 36 KW. 	2	EA	\$
73	<p>ARN 41 Location: Building 1: Exterior South Side: Missing wall pack mounted luminaire 1 EA 12 IN X 12 IN, HPS</p> <ul style="list-style-type: none"> • Install 1 EA wall mounted luminaire wall pack, LED substitution. 	1	EA	\$

BUILDING 01 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
74	ARN 49 Location: Building 1: Exterior East Side: Damaged 1 EA Trane 5-tons A/C unit. <ul style="list-style-type: none"> • Remove damaged 5-ton A/C unit • Install new damaged 5-ton A/C unit. Indoor air quality compliance. 	1	EA	\$
75	ARN 50 Location: Building 1: Exterior East Side: Damaged 1(one) EA 5-tons A/C unit. <ul style="list-style-type: none"> • Remove damaged 5-ton A/C unit. • Install new 5-ton A/C unit. Indoor air quality compliance system. 	1	EA	\$
76	ARN 51 Location: Building 1: Exterior East Side: Damaged 1(one) EA 5 tons A/C unit. <ul style="list-style-type: none"> •Remove 5 TON A/C unit. •Install new 5 TON A/C unit. Indoor air quality compliance system. 	1	EA	\$
77	ARN 72 Location: Location: Building 1: Dining Hall Kitchen: Water infiltration through exhaust fans ducts from kitchen hood to roof. 1(ONE) EA <ul style="list-style-type: none"> •Remove kitchen hood exhaust ducts. •Install new kitchen hoods exhaust ducts, fire proof insulation, welded black steel. 	1	EA	\$
78	ARN 73 Location: Building 1: Classroom 11 First Floor: 3 (three)EA TGM A/C units 5-tons. <ul style="list-style-type: none"> • Remove 3(three) EA damaged A/C 5-ton units. • Install 3 EA new A/C 5-ton units. Indoor air quality compliance system. 	3	EA	\$
79	ARN 81 Location: Building 1: Exterior South Side: Damaged 2 EA 5tons AC units. 2 (TWO) UNITS EA 5 TONS <ul style="list-style-type: none"> • Remove damaged 5-ton A/C units. • Install new 5-ton A/C units. Indoor air quality compliance system. 	2	EA	\$
80	ARN 83 Location: Building 1: East building Exterior Hallway: Missing 1(ONE) EA watercooler. <ul style="list-style-type: none"> • Replace damaged water fountain with new ADA compliant water cooler. • Install new watercooler. 	1	EA	\$
81	ARN 84 Location: Building 1: Cistern Room Interior: Damaged 1(ONE) EA pressurized water tank. <ul style="list-style-type: none"> • Remove damaged pressurized water tank. • Install new pressurized water tank. 	1	EA	\$
82	ARN 86 Location: Building 1: Cistern Room Interior: Cistern and water pumps not working. Quantity or dimensions not specified. 1(ONE) EA <ul style="list-style-type: none"> • Remove damage cistern and replace water pump system, 1 each • Install new cistern water pump system and controls. • Clean water tank (interior walls), 60 FT x 10 FT x 2, 1,200 SF • Cistern tank chlorination and required maintenance. 	1	EA	\$
83	ARN 91 Location: Building 1: Special Education Classroom Interior: 1(ONE) EA 5-ton A/C unit. <ul style="list-style-type: none"> • Remove damaged 5-ton A/C split unit. • Install new 5-ton A/C unit. Indoor air quality compliance system. 	1	EA	\$

BUILDING 01 - MECHANICAL & ELECTRICAL WORKS

Item No.	Description	Quantity	Unit	Total
84	ARN 92 Location: Building 1: Special Education Classroom Interior: 1(ONE) EA Water cooler. <ul style="list-style-type: none"> • Remove damaged water cooler. • Install new water cooler. 	1	EA	\$
85	ARN 99 Location: Building 1: Hallway First and Second Floor: 50 EA, 14 IN x 14 IN ceiling mounted luminaries not working/ missing. <ul style="list-style-type: none"> • Remove damaged ceiling mounted luminaries. • Install new ceiling mounted luminaries. LED equivalent light fixtures. 	50	EA	\$
86	ARN 100 Location: Building 1: Science Classroom Interior Second Floor: Damaged laboratory wooden cabinet with 6 EA electrical outlets and sink. <ul style="list-style-type: none"> • Install new electrical receptacles. 	6	EA	\$
87	ARN 105 Location: Building 1: Classroom 17 Interior Second Floor: Damaged lighting dimmers 2 EA. Luminaries need to turn on in circuit breakers. <ul style="list-style-type: none"> • Remove damaged dimmer switches 2 EA. • Install new dimmer switches 2 EA, 20 A, 120 V. 	2	EA	\$
88	ARN 108 Location: Building 1: Building Roof: 3 EA A/C units. <ul style="list-style-type: none"> • Remove damaged A/C units, 5 TONS. • Install new A/C units, 5 TONS. Indoor air quality compliance system. 	3	EA	\$

Subtotal: \$ _____

BUILDING 02-PHYSICAL EDUCATION BUILDING- ARCHITECTURAL & CIVIL WORKS

Item No.	Description	Quantity	Unit	Total
89	ARN 59 Location: Physical Education: Physical Education Classroom Gate: Missing 1 EA, 36 IN x 84 IN galvanized steel sliding gate on water cooler. <ul style="list-style-type: none"> • Install 1 EA new galvanized steel sliding gate at water fountain, 36 IN x 84 IN. 	1	EA	\$
90	ARN 79 Location: Physical Education: Exterior Classroom: 1(ONE) EA EA 36 IN x 84 IN steel door. <ul style="list-style-type: none"> • Remove damaged metal door and frame, 36 IN x 84 IN • Install new metal door and frame, 36 IN x 84 IN 	1	EA	\$
91	ARN 80 Location: Physical Education: Interior Classroom: Plastering on ceiling. 7 FT x 5 FT, 35 SF. <ul style="list-style-type: none"> • Clean and prep damaged ceiling plaster. • Apply new ceiling plaster. 	35	SF	\$

Subtotal: \$ _____

BUILDING 02-PHYSICAL EDUCATION BUILDING- ROOF WATERPROOFING WORKS

Item No.	Description	Quantity	Unit	Total
92	ARN 112.1 Location: Physical Education: Physical Education Classroom Roof: Detached asphaltic mineral layers in several areas. Approximate area: 1,352 SF. <ul style="list-style-type: none"> • Remove damaged asphaltic mineral roof • Install new asphaltic mineral roof, 3 ply and flashing. • Total replacement of existing roofing system with new code compliant roof assembly, including complete roof drainage system (gutters, scuppers, downspouts, etc.), and temporary removal and reinstallation of MEP system(s). 	1,352	SF	\$
93	ARN 112.2 Location: Physical Education: Physical Education Classroom Roof: Detached flashing in several areas 160 LF <ul style="list-style-type: none"> • Remove damaged flashing. • Install new flashing. 	160	LF	\$

Subtotal: \$ _____

Notes:

- 1) Items in gray require a Design-Build project delivery method and shall comply with **Exhibit M** of the Bid Documents.
- 2) This Bid will remain subject to acceptance for sixty (60) days after the Bid Opening date.
- 3) This Bidder accepts to perform all Work as specified or indicated in the Bidding Documents for the prices submitted in Exhibit A (Bid Form) and within the times indicated in the Instructions to Bidders.
- 4) Pricing for crack repairs to be based on the "**Typical Recommended Repairs**" included in **Exhibit K**.
- 5) As part of the backup documentation Bidders are to provide cut sheets of the products making up the basis of their proposal including: A) Generator, B) Water fountain, C) Light fixtures, D) Plumbing fixtures, E) Kitchen equipment, F) HVAC equipment, G) Doors, Frames & Hardware, and H) Roofing system.

Name

Date

Signature

Employer Identification Number

INSERT BACK UP DOCUMENTATION - ITEM A - GENERATOR

INSERT BACK UP DOCUMENTATION - ITEM B - WATER FOUNTAIN

INSERT BACK UP DOCUMENTATION - ITEM C - LIGHT FIXTURES

INSERT BACK UP DOCUMENTATION - ITEM D - PLUMBING FIXTURES

INSERT BACK UP DOCUMENTATION - ITEM E - KITCHEN EQUIPMENT

INSERT BACK UP DOCUMENTATION - ITEM F - HVAC EQUIPMENT

INSERT BACK UP DOCUMENTATION - ITEM G - DOORS, FRAMES & HARDWARE

INSERT BACK UP DOCUMENTATION - ITEM H - ROOFING SYSTEM

Exhibit B

Declaración de Contratista

EXHIBIT B
DECLARACIÓN DEL CONTRATISTA

A: Oficina para el Mejoramiento de las Escuelas
Públicas: omepcentralcompras@de.pr.gov
PO Box 195644, San Juan, Puerto Rico 00919-5644

De: (Nombre de Contratista/Nombre de Representante Autorizado/Dirección Postal)

A. Información

- a. Fecha para la cual se estableció: _____
- b. La siguiente persona está autorizada para obligar legalmente al Contratista en aquellos asuntos referentes a la Compra Informal y al contrato:

- c. Título: _____
- d. Teléfono: _____
- e. Facsímil: _____
- f. Dirección postal:
- g. Correo electrónico para recibir notificaciones de OMEP:

- h. Experiencia previa de la empresa y de sus representantes y oficiales, según requerido en el documento de Condiciones Especiales Suplementarias (**EXHIBIT J**) en la parte I, inciso F (2).
- i. Experiencia del personal técnico según solicitado en las Condiciones Especiales Suplementarias (**EXHIBIT J**) en la Parte I, inciso F (4).
- j. Número de identificación de impuestos federales (Seguro Social Patronal): _____
- k. El Contratista es un(a): (marque con una equis)
Único propietario _____ Corporación _____
Sociedad _____ Otro (especifique) _____

l. Nombre de la compañía de seguros portadora del seguro de responsabilidad pública:

m. Nombre y dirección postal de la fiadora

n. Nombre y dirección del agente local:

Iniciales

B. Instrucciones al Contratista

El Contratista hace constar que recibió y examinó todos los documentos que se hacen formar parte de estas Instrucciones a los Contratista para el proyecto objeto de este proyecto.

Iniciales del Contratista

C. Adenda

El Contratista hace constar que recibió la siguiente adenda:

Adenda Núm.	Fecha de publicación
1.	
2.	
3.	
4.	

Certifico haber recibido la adenda relacionada a este proyecto y declaro que acepto esta adenda y que cada cambio, si alguno, presentado como parte de la(s) misma(s) ha sido considerado en el costo del proyecto presentado en esta propuesta.

Iniciales del contratista

D. Visita a localización del proyecto

El Contratista hace constar que ha visitado, examinado y evaluado la localización y condiciones de terreno destinados para este proyecto.

E. Plan de Seguridad

El Contratista se compromete a hacer cumplir con un Plan de Seguridad adecuado para este tipo de Trabajo y que instalará aquellos rótulos que sean necesarios durante el desarrollo del Trabajo.

(Firma del individuo)

(Nombre impreso del individuo)

(Dirección Postal)

Exhibit C

Cuestionario del Contratista

EXHIBIT C

CUESTIONARIO AL CONTRATISTA

OFICINA PARA EL MEJORAMIENTO DE LAS ESCUELAS PÚBLICAS
(OMEPE)

Nombre: _____

Fecha: _____

A. Experiencia previa

¿POSEE EL LICITADOR EXPERIENCIA EN PROVEER BIENES Y/O SERVICIOS SIMILARES A LOS INCLUIDOS EN EL ALCANCE DE ESTA COMPRA? (SI o NO) _____

¿POSEE EL LICITADOR ALGUNA LICENCIA, ENTRENAMIENTO O CUALIFICACION NECESARIA PARA EJECER EL ALCANCE DE ESTA COMPRA? (SI o NO) _____.
EN CASO AFIRMATIVO, FAVOR DE PROVEER LAS LICENCIAS, ENTRENAMIENTOS O CUALIFICACIONES NECESARIA.

¿Cuántos años ha estado el Comprador bajo el (los) nombre(s) comercial(es) actual(es)?

Nombre comercial 1: _____ años

Nombre comercial 2: _____ años

Nombre comercial 3: _____ años

Nota: La experiencia será tomada en cuenta como parte de la adjudicación de esta compra. Cuando hayan actuado como subcontratistas para los tipos de trabajos arriba especificados, los Contratistas deberán indicar, asimismo, el monto total del subcontrato.

SOLO INCLUYA EN LA SIGUIENTE TABLA LA REALIZACION DE TRABAJOS SIMILARES AL ALCANCE DE ESTA COMPRA.

Nombre de Proyecto/Año	Descripción de proyecto (tipo, método de construcción)	Monto del contrato	Nombre, Dirección, Teléfono, y Fax del Dueño/Referencia

B. Récord de Cumplimiento e Integridad

a. ¿Ha tenido el Contratista una terminación de contrato por ‘default’ o incumplimiento?

_____ Sí _____ No

¿O se ha llevado un juicio en contra del contratista en cualquier corte durante el periodo de cinco años previo a la fecha de entrega de propuestas?

_____ Sí _____ No

Si la respuesta a cualquiera de estas preguntas es “Sí”, incluya para cada contrato envuelto en dicha situación el nombre y dirección postal del Cliente o Dueño, así como nombre de persona de contacto, título, número de teléfono y de facsímil, la naturaleza del trabajo, la cuantía del contrato, la razón para el ‘default’ y el día de terminación o juicio.

Nombre de proyecto: _____

Cliente o dueño

Nombre de cliente o dueño: _____

Dirección de cliente o dueño: _____

Persona de contacto:

Nombre de persona de contacto: _____

Título: _____

Número de teléfono y facsímil: _____

Descripción de trabajo: _____

Cuantía de contrato: \$ _____

Razón para el default: _____

Fecha de terminación: _____

Día de juicio: _____

Si se requiere espacio adicional para proveer esta información, incorpore una hoja aparte. La información adicional asociada al Récord de Cumplimiento e Integridad se incluye en el Anejo _____.

b. ¿Ha estado el Contratista involucrado en alguna demanda, acción, investigación o proceso judicial criminal, civil o administrativo que haya sido comenzado, esté pendiente a comenzar, haya sido resuelto o concluido durante el periodo de cinco años previo a la Fecha Límite para presentar propuestas?

_____ Sí _____ No

Si la respuesta a esta pregunta es “Sí”, especifique la fecha o fechas de duración de la demanda, acción, investigación o proceso judicial; la naturaleza específica de la demanda, acción, investigación o proceso judicial; la cuantía de los fondos envueltos, si alguna; los nombres de las partes envueltas; los nombres y direcciones postales completas de las cortes y agencias del orden público involucradas; el título y el

número de caso de la demanda, acción, investigación o proceso judicial; la disposición o status actual; y cualquier sentencia, multa o penalidad impuesta.

Naturaleza específica de la demanda, acción, investigación o proceso judicial:

Fecha de la demanda, acción, investigación o proceso judicial:

Cuantía de los fondos envueltos:

Nombres de las partes envueltas:

Nombres y direcciones postales completas de las cortes y agencias del orden público involucradas:

Título y el número de caso de la demanda, acción, investigación o proceso judicial:

Disposición o status actual:

Sentencia, multa o penalidad impuesta:

Si se requiere espacio adicional para proveer esta información, incorpore una hoja aparte. La información adicional asociada al Récord de Cumplimiento e Integridad continúa en el Anejo _____.

- c. ¿Ha estado el Contratista involucrado en algún proyecto en el cual daños por errores u omisiones hayan sido evaluados durante el periodo de cinco años previo a la Fecha Límite para presentar propuestas?

_____ Sí _____ No

Si la respuesta a esta pregunta es "Sí", someta una descripción de los proyectos involucrados, el tiempo de contrato para cada proyecto, la cuantía total de los daños evaluados en cada proyecto, y una explicación con la(s) razón(es) por lo cual se produjo una evaluación de daños en cada caso.

Descripción de los proyectos involucrados:

Tiempo de contrato para cada proyecto:

Cuantía total de los daños evaluados en cada proyecto:

Explicación con la(s) razón(es) por lo cual se produjo una evaluación de daños en cada caso: _____

Si se requiere espacio adicional para proveer esta información, incorpore una hoja aparte. La información adicional asociada al Récord de Cumplimiento e Integridad continúa en el Anejo _____.

- d. ¿Ha fallado el Contratista en completar un proyecto durante el periodo de cinco años previo a la Fecha Límite para presentar propuestas?
_____ Sí _____ No

Si la respuesta a esta pregunta es "Sí", incluya para cada contrato(s) relacionado(s) a dicho(s) proyecto(s), el nombre del Cliente o Dueño, así como su dirección postal, nombre de contacto de la persona, título, número de teléfono y facsímil, naturaleza del proyecto, y la razón por la cual no se completó el trabajo.

Cliente o dueño

Nombre: _____

Dirección postal: _____

Persona de contacto

Nombre: _____

Título: _____

Número de teléfono y facsímil: _____

Naturaleza del proyecto: _____

Razón(es) por la(s) cual(es) no se completó el trabajo:

Si se requiere espacio adicional para proveer esta información, incorpore una hoja aparte. La información adicional asociada al Récord de Cumplimiento e Integridad continúa en el Anejo _____.

Incluya una descripción sobre cualquier tipo de línea de negocio sobre la cual el Contratista tenga interés

Nota: Las excepciones no necesariamente resultarán en la negación de una adjudicación, pero serán consideradas al momento de determinar la responsabilidad del Contratista. Proveer información falsa podría resultar en una acusación criminal o sanciones administrativas.

C. Experiencia del personal y otros

Provea el brochure del contratista con evidencia de proyectos similares realizados en los últimos cinco (5) años.

D. CAPACIDAD ECONOMICA

¿POSEE EL CAPACIDAD ECONOMICA PARA PROVEER LOS BIENES Y/O SERVICIOS INCLUIDOS EN EL ALCANCE DE ESTA COMPRA? (SI o NO) _____

Favor proveer último informe de los estados financieros su empresa o negocio.

E. GARANTIA

LA OMEP REQUIERE QUE LAS OBRAS Y BIENES SEAN GARANTIZADAS POR UN MÍNIMO DE TRES (3) AÑOS INCLUYENDO MATERIALES, PIEZAS Y LABOR COMO PARTE DE LA GARANTÍA GENERAL DE CONSTRUCCIÓN. EN ADICIÓN A DICHA GARANTÍA, SE REQUIERE LA GARANTÍA DE TODOS LOS EQUIPOS Y SISTEMAS INCLUYENDO LAS DURACIONES REQUERIDAS POR EL MANUFACTURERO.

F. FECHA DE ENTREGA DE LA OBRA

¿SE COMPREMETE EL LICITADOR A ENTREGAR LA OBRA AL 100% DE CUMPLIMIENTO CON LOS CÓDIGOS DE CONSTRUCCIÓN VIGENTES DENTRO DEL PERÍODO REQUERIDO EN LA SECCIÓN IX (TIEMPO DE TRABAJO) DE LAS INSTRUCCIONES A LOS CONTRATISTAS? (SI o NO)

SI ESTIMA QUE NO PUEDE COMPLETAR LA OBRA DENTRO DEL PERÍODO ESTABLECIDO EN LA SECCIÓN IX (TIEMPO DE TRABAJO) DE LAS INSTRUCCIONES A LOS CONTRATISTAS, FAVOR INDICAR NUMERO DE DIAS CALENDARIO QUE LE TOMARA REALIZAR EL ALCANCE TOTAL DE LO SUBASTADO UNA VEZ ENTREGADA LA ORDEN DE PROCEDER.
_____ DIAS.

ADVERTENCIA: EL PROVEER UN NÚMERO SUPERIOR DE DÍAS CALENDARIO PARA COMPLETAR LA OBRA PUEDE AFECTAR LA EVALUACIÓN DE LA PROPUESTA DEL CONTRATISTA.

G. DISPONIBILIDAD DEL BIEN O SERVICIO Y COSTOS ASOCIADOS

¿El bien o servicio está disponible en Puerto Rico? (SI o NO) _____

De responder NO, donde están disponible actualmente _____

Existen piezas de repuesto del bien ofrecido en Puerto Rico (SI o NO) _____

De responder NO, donde están disponible actualmente _____

FAVOR DE DESCRIBIR AQUELLOS COSTOS RELACIONADOS A LA IMPLEMENTACION DEL ALCANCE DE ESTA COMPRA QUE A SU MEJOR ENTENDER NO HAYAN SIDO INCLUIDOS O CONSIDERADOS Y PROVEA UN ESTIMADO DE TAL COSTO. (Ejemplo gastos de transportación, consumo de combustible, gastos de mantenimiento, etc.)

Exhibit D

Recibo y Cumplimiento del Código Anticorrupción para el nuevo Puerto Rico

EXHIBIT D
RECIBO Y CUMPLIMIENTO DEL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

OFICINA PARA EL MEJORAMIENTO DE LAS ESCUELAS PÚBLICAS
(OMEPE)

Yo, _____, mayor de edad, y residente de _____, certifico por mí y por _____, el Contratista, so pena de perjurio, que a mi mejor entendimiento y creencia:

En el cumplimiento a la Ley Núm. 2 de 4 de enero de 2018 según enmendada, y en representación del Contratista acredito haber recibido copia DEL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO. Luego de revisar la misma, certifico en nombre del Contratista que no hay impedimento legal identificado en mencionada ley que impida el otorgamiento de un contrato entre las partes.

Para que así conste, formo la presente certificación en _____, Puerto Rico, hoy ____ de _____ de _____.

Firma del Contratista o su representante

Exhibit E

Non-Collusive Affidavit

EXHIBIT E
NON-COLLUSIVE AFFIDAVIT

Commonwealth or Puerto Rico _____, being first duly sworn,
deposes says:

That he is _____ **(an individual, a partner
of partnership or an officer of a corporation, etc.)**

of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not collude, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding; that he has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, or fix the price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the _____

(Name of Owner)

Proposed contract; and that all statement in said proposal or bid are true. In the City of _____, Puerto Rico, this _____ day of _____, 2022.

Name of Bidder

Signature of Bidder's Representative

AFFIDAVIT NUMBER _____

Sworn and subscribed to before me in the place and date above stated by _____ of legal age an personally known to me.

(NOTARIAL SEAL)

NOTARY PUBLIC

Certificación de la ASG en Registro Único de Licitadores (RUL)

Fianza de Licitación (Bid Bond)

**Número de registro en
DUNS (System for
Award Management -
SAM)**

**Estado Financiero
Auditado (15 meses
previo a subasta)**

Resolución Corporativa

EXHIBIT F

DOCUMENTOS NECESARIOS PARA PRESENTAR LA SOLICITUD DE PAGO FINAL POR EL CONTRATO A OMEP

OFICINA PARA EL MEJORAMIENTO DE LAS ESCUELAS PÚBLICAS

Para el pago del Trabajo, el Contratista deberá cumplir con lo siguiente:

1. Según lo requiere la Ley Núm. 1 del 3 de enero de 2012, también conocida como la Ley de Ética Gubernamental de Puerto Rico de 2011, cada Solicitud para Pago debe incluir una certificación escrita declarando que ningún oficial o empleado de OMEP, sus subsidiarias o afiliadas, derivarán o obtendrán ningún beneficio o ganancia de cualquier tipo de este Contrato, con el reconocimiento de que las facturas que no incluyan esta certificación no serán pagadas. Esta certificación debe leer como sigue:

“Nosotros certificamos bajo pena de nulidad que ningún servidor público de OMEP derivará u obtendrá ningún beneficio o ganancia de cualquier tipo de la relación contractual en la cual se basa esta factura. Si dicho beneficio o ganancia existiera, la renuncia requerida ha sido obtenida antes de entrar a este Contrato. La única consideración para recibir a cambio de la entrega de bienes o servicios provistos es el precio acordado que ha sido negociado con un representante autorizado de OMEP. La cantidad total mostrada en esta factura es verdadera y correcta. Los servicios profesionales han sido prestados, y ningún pago ha sido recibido.”

2. Que, acompañado su Solicitud de Pago Parcial, el contratista acompañará los siguientes documentos requeridos:
 - a. Solicitud de Pago
 - b. Facturas por los servicios prestados (original y detallada; con dirección y números de teléfono);
 - c. Desglose de Costo (Plantilla con costos, original y firmado por las partes)
 - d. Informe de inspección con fotos del Trabajo certificado (originales, claras y detalladas);
 - e. Fotos del rótulo en la Obra;
 - f. Evidencia de permisos gestionados y obtenidos para el proyecto;
 - g. Seguros actualizados (CFSE, Payment and Performance Bond, General Liability, y cualquier otro requerido por OMEP)
3. Que, acompañado su Solicitud de Pago Final, el contratista acompañará los siguientes documentos requeridos:
 - a. Solicitud de Pago
 - b. Facturas por los servicios prestados (original y detallada; con dirección y números de teléfono);
 - c. Desglose de Costo (Plantilla con costos, original y firmado por las partes)
 - d. Informe de inspección final con fotos del Trabajo certificado (originales, claras y detalladas);

- e. Fotos del rótulo en la Obra;
- f. Evidencia de permisos gestionados y obtenidos para el proyecto;
- g. Seguros actualizados (CFSE, Payment and Performance Bond, General Liability, y cualquier otro requerido por OMEP);
- h. Carta de aceptación final de la obra de parte del Representante Autorizado de OMEP;
- i. Evidencia de pago de patente y/o arbitrio de construcción por el (los) Municipio(s) correspondiente(s) para el Trabajo (solo si aplica, en caso de que no aplique, el contratista deberá someter certificación del Municipio en donde evidencie que no procede dicho pago);
- j. Certificación de Servicios (No deuda) actualizada de Rentas Internas Federal
- k. Consentimiento del Fiador de la Obra para pago final (relevo de parte de la aseguradora).
- l. Declaración Jurada sobre no deuda con suplidores y/o materialistas.
- m. Copia de la certificación de registro del contrato ante la Oficina del Contralor, así como dec
- n. Cualquier enmienda realizada al mismo

Para que así conste, formo la presente certificación en _____, Puerto Rico, hoy
_____ de
_____ de 20__.

Firma del Contratista o su representante

Nombre en letra de molde

EXHIBIT G

DISPOSICIONES GENERALES APLICABLES A PROYECTOS SUFRAGADOS TOTAL O PARCIALMENTE CON FONDOS PROVINDOS POR FEMA O FONDOS CDBG PROVISTOS POR HUD

1. DISPOSICIONES REQUERIDAS POR LEY SE ENTIENDEN INCORPORADAS

Cada disposición de ley y cláusula requerida por ley a ser incorporada en este Pliego y el contrato resultante de este proceso competitivo se entenderá incorporada aquí y el documento se leerá y hará cumplir como si estuvieran incluidas aquí, y si por algún error u otra razón cualquiera de esas disposiciones no estuviese incorporada aquí, o no estuviese correctamente incorporada, entonces, tras la aplicación de cualquier parte, se enmendará el Pliego o contrato inmediatamente para hacer tal incorporación o corrección.

- 2. CUMPLIMIENTO ESTATUTARIO Y REGULATORIO:** El Contratista cumplirá con todas las leyes y reglamentos aplicables al Programa de Subvención en Bloque para el Desarrollo Comunitario para la Recuperación ante Desastres asignados por la Ley de Asignaciones Suplementarias Adicionales para Ayuda en Casos de Desastres, 2017 (Pub. L. 115-56), aprobada el 8 de septiembre de 2017 (Ley de Asignaciones), según enmendada, incluyendo pero no limitado a las Circulares de Presupuesto de la Oficina de Manejo, que pueden impactar la administración de fondos y/o esbozar ciertos principios de costos, incluyendo si se permiten ciertos gastos.

- 3. INCUMPLIMIENTO CON LOS TÉRMINOS DE ESTE EXHIBIT:** OMEP y el DEPR se reservan el derecho de todos los remedios administrativos, contractuales o legales, incluyendo pero no limitado a la suspensión o terminación de este Contrato, en casos en que el Contratista o cualquiera de sus subcontratistas viole o incumpla cualquiera de los términos de este Contrato. Si el Contratista o cualquiera de sus subcontratistas viola o incumple cualquiera de los términos del Contrato, podrían estar sujetos a las sanciones y penalidades que sean apropiadas. Los deberes y obligaciones impuestas por los documentos del Contrato, y los derechos y remedios disponibles en virtud del mismo, serán además de y no una limitación a cualesquiera otros deberes, obligaciones, derechos y remedios de otra forma impuestos o disponibles en ley.

4. REQUISITOS DE INFORMAR

El Contratista completará y someterá todos los informes, de la manera y conforme al programa, como pueda requerir OMEP, el DEPR y/o el Gobierno de Puerto Rico. El Contratista cooperará con todos los esfuerzos para cumplir con los requisitos y obligaciones de HUD sobre informes, incluyendo, pero no limitado a 24 C.F.R. §§85.40-41 (o 84.50-52, de ser aplicable) y 570.507, cuando aplique.

5. ACCESO A RÉCORDS

El Gobierno de Puerto Rico, OMEP, el DEPR, el Departamento de Vivienda, HUD, el Contralor General de los Estados Unidos, o cualquiera de sus representantes debidamente autorizados, tendrá, en cualquier momento y de tiempo en tiempo durante horas de trabajo regulares, acceso a cualquier producto, libros, documentos, papeles y récords del Contratista que estén relacionados a este Contrato, con el propósito de inspección, auditorías, exámenes y sacar extractos, copias y transcripciones.

6. EMPRESAS PEQUEÑAS Y MINORITARIAS, EMPRESAS QUE PERTENECEN A MUJERES Y EMPRESAS EN AREAS DE EXCESO DE MANO DE OBRA:

7. El Contratista tomará los pasos necesarios afirmativos para asegurarse que las empresas minoritarias, empresas que pertenecen a mujeres y las empresas en áreas de exceso de mano de obra sean subcontratadas cuando sea posible. Las medidas para ello incluyen, pero no están limitados a:
- (i) Colocar empresas pequeñas y minoritarias y empresas que pertenecen a mujeres calificadas en listas de búsqueda;
 - (ii) Asegurar que las empresas pequeñas y minoritarias y empresas que pertenecen a mujeres sean solicitadas cuando sean posibles fuentes;
 - (iii) Dividir los requisitos totales, cuando sea económicamente viable, en tareas o cantidades más pequeñas para permitir participación máxima de empresas pequeñas y minoritarias y empresas que pertenecen a mujeres;
 - (iv) Establecer programas de ejecutoria, cuando el requisito lo permita, que promueva la participación de empresas pequeñas y minoritarias y empresas que pertenecen a mujeres; y
 - (v) Usar los servicios y asistencia de la Administración de Pequeñas Empresas, y de la Agencia para el Desarrollo de Empresas de Minorías del Departamento de Comercio los Estados Unidos.

8. DERECHOS SOBRE INVENTOS CREADOS BAJO CONTRATO O ACUERDO

Los Contratos o acuerdos para que se lleve a cabo trabajo experimental, de desarrollo o de investigación proveerá para los derechos del Gobierno Federal y el Contratista sobre cualquier invento resultante conforme a 37 CFR Parte 401, “Derechos a Inventos Creados por Organizaciones sin Fines de lucro y Pequeñas Empresas Bajo Subvenciones de Gobierno, Contratos y Acuerdos Cooperativos”, y cualesquiera reglamentos de implementación emitidos por HUD.

9. TITULO VI DE LA LEY DE DERECHOS CIVILES DE 1964

El Contratista cumplirá con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964, que prohíbe la discriminación basada en raza, color, u origen nacional en cualquier programa o actividad que reciba fondos Federales u otra asistencia financiera. Los Programas que reciben fondos Federales no pueden distinguir entre individuos basado en raza, color u origen nacional, directa o indirectamente en los tipos, cantidades, calidad u oportunidad de los servicios del programa, asistencias o beneficios que proveen o de la forma en que los proveen. Esta prohibición aplica a discrimen intencional, así como a procedimientos, criterios o métodos de administración que aparentan ser neutras pero tienen un efecto discriminatorio en individuos por su raza, color u origen nacional. Las políticas y prácticas que tienen tal efecto deben eliminarse a menos que se pueda demostrar que fueron necesarias para lograr un propósito legítimo no-discriminatorio.

10. SECCIÓN 109 DE LA LEY DE LA VIVIENDA Y DESARROLLO COMUNITARIO DE 1974

El Contratista cumplirá con las disposiciones de la Sección 109 de la Ley de la Vivienda y Desarrollo Comunitario de 1974. Ninguna persona en los Estados Unidos será excluida de participar en, ni denegada los beneficios de, o será sujeta a discrimen bajo ningún programa o actividad financiada en todo o en parte por fondos hechos disponibles bajo este título en base a raza, color, origen nacional o género. La Sección 109 además provee que el discrimen basado en edad bajo La Ley de Discrimen por Edad de 1975 o en cuanto a otro individuo incapacitado que de otra forma cualificaría, está prohibido según provisto en la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada.

11. SECCIÓN 504 DE LA LEY DE REHABILITACIÓN DE 1973

El Contratista cumplirá con la Sección 504 de la Ley de Rehabilitación de 1973 (29 U.S.C. § 794), según enmendada, y cualesquiera reglamentos aplicables. El Contratista acuerda que ningún individuo cualificado con un impedimento, será excluido de participar en, denegado los beneficios de, o de otra manera sujeta a discrimen bajo ningún programa o actividad que recibe asistencia financiera del HUD, exclusivamente por su incapacidad.

12. LEY DE DISCRIMEN POR EDAD DE 1975

El Contratista cumplirá con la Ley de Discrimen por Edad de 1975 (42 U.S.C. § 6101 y siguientes), según enmendada, y cualesquiera reglamentos aplicables. Ninguna persona en los Estados Unidos será por razón de su edad excluida de participar en, denegada los beneficios de, o será sujeta a discrimen bajo cualquier programa o actividad que recibe asistencia económica Federal.

13. PROHIBICIÓN DE EJERCER, SUSPENSIÓN Y FALTA DE ELEGIBILIDAD

El Contratista representa y garantiza que a éste y a sus subcontratistas no les está prohibido ejercer, no están suspendidos o de otra forma excluidos o no elegibles de participar en programas de asistencia Federal sujetos a 2 C.F.R. Parte 2424.

14. CONFLICTOS DE INTERÉS

El Contratista le notificará a OMEP/DEPR tan pronto como sea posible si este Contrato o cualquier aspecto relacionado al trabajo anticipado bajo este Contrato levanta un conflicto de interés real o potencial (según definido en 2 C.F.R. Parte 215 and 24 C.F.R. § 85.36 o 84.42, de ser aplicable). El Contratista explicará el conflicto de interés real o potencial por escrito en suficiente detalle para que OMEP/DEPR pueda evaluar el conflicto real o potencial.

El Contratista proveerá a OMEP/DEPR cualquier información necesaria para plenamente evaluar y atender tal conflicto de interés real o potencial. El Contratista aceptará cualquier estrategia razonable de mitigación de conflicto que ponga en vigor OMEP/DEPR, incluyendo, pero no limitado al uso de contratista(s) independiente(s) para llevar a cabo la porción del trabajo que da base al conflicto de interés actual o potencial.

15. SUBCONTRATOS

Al subcontratar, el Contratista solicitará y contratará con dichos subcontratistas de un modo que provea

competencia justa. Algunas de estas situaciones que se consideran restrictivas a la competencia incluyen, pero no están limitadas a:

- (i) Poner requisitos irrazonables en firmas para que cualifiquen para hacer negocios;
- (ii) Requerir experiencia y fianzas innecesarias;
- (iii) Prácticas de precios no competitivas entre firmas o entre Compañías afiliadas;
- (iv) Adjudicaciones no competitivas a consultores que están en contratos con anticipo;
- (v) Conflictos de intereses organizacionales;
- (vi) Especificar solo un producto de marca en vez de permitir un producto igual que se ofrezca y describir el cumplimiento de otros requisitos relevantes de la adquisición; y
- (vii) Cualquier acción arbitraria en el proceso de adquisición.

El Contratista representa a OMEP/DEPR que todo el trabajo se llevará a cabo por personal con experiencia en la profesión y áreas de pericia apropiadas y aplicables, tomando en cuenta la naturaleza del trabajo a llevarse a cabo bajo este Contrato.

El Contratista incluirá estas Disposiciones Generales en cada subcontrato emitido por éste, para que tales disposiciones obliguen a cada uno de sus subcontratistas, así como el requisito de “flow down” de dichos términos para todos los subcontratistas de nivel bajo.

16. CESIÓN

El Contratista no cederá ningún interés en este Acuerdo, y no transferirá ningún interés en el mismo (ya sea por cesión o novación) sin aprobación previa escrita de OMEP/DEPR.

17. INDEMNIZACIÓN

El Contratista compensará, defenderá y eximirá de responsabilidad al Gobierno de Puerto Rico, OMEP/DEPR, sus agentes y empleados, de y contra cualquiera y todas reclamaciones, acciones, casos, cargos y sentencias que surjan de o estén relacionadas a la negligencia o mal comportamiento intencional del Contratista en llevar a cabo los servicios bajo este Contrato.

18. LEY COPELAND “CONTRA COMISIONES ILICITAS”

(Aplicable a todos los contratos de construcción o reparación)

Los salarios del personal realicen trabajos bajo este Contrato serán pagados incondicionalmente y no menos de una vez al mes sin reducción de salario o rebateen cualquier cuenta excepto solo aquellas deducciones de salario que sean obligatorias por ley o permisibles por los reglamentos aplicables emitidos por el Secretario del Trabajo de acuerdo a la Ley Copeland “Contra Comisiones ilícitas” de 13 de junio de 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Título 18 U.S.C. § 874; y Título 40 U.S.C. § 276c). El CONTRATISTA cumplirá con todos los reglamentos “Contra Comisiones Ilícitas” aplicables e insertará disposiciones apropiadas en todos los subcontratos cubriendo el trabajo bajo este Acuerdo para asegurar el cumplimiento por los subcontratistas con tales reglamentos, y será responsable de la presentación de los afidávits requeridos a los subcontratistas excepto cuando el Secretario del Trabajo pueda específicamente proveer variaciones de o exenciones de los requisitos de esto.

19. LEY DE HORAS DE TRABAJO Y ESTÁNDARES DE SEGURIDAD

(Contratos de construcción aplicables excediendo \$2,000 y contratos que exceden \$2,500.00 que emplean mecánicos u obreros)

El CONTRATISTA cumplirá con las Secciones 103 y 107 de la Ley de Horas de Trabajo Contratado y Estándares de Seguridad (40 U.S.C. §§ 327-330) según suplementado por los reglamentos del Departamento del Trabajo de los Estados Unidos (29 C.F.R. Parte 5). Todos los obreros y mecánicos empleados por CONTRATISTA o subcontratistas recibirán compensación de horas extra de acuerdo con y sujeto a las disposiciones de la Ley de Horas de Trabajo y estándares de Seguridad, y los CONTRATISTA y subcontratistas cumplirán con todos los reglamentos emitidos conforme a dicha ley con otras leyes y reglamentos federales aplicables sobre los estándares laborales.

LEY DAVIS-BACON: Aplicable a contratos de construcción que exceden \$2,000 cuando es requerido por legislación de programa Federal.)

El CONTRATISTA cumplirá con la Ley Davis Bacon (40 U.S.C. §§ 276a a 276a-7) según es suplementada por los reglamentos del Departamento de Trabajo (29 C.F.R. Parte 5). Todos los obreros y mecánicos que son empleados por CONTRATISTAS o subcontratistas, incluyendo empleados de otros gobiernos, en trabajo de construcción asistido bajo este Contrato, y sujeto a las disposiciones de las leyes y reglamentos federales listados en este párrafo, serán pagados salarios a tarifas no menores de aquellas prevalecientes en construcciones similares en la localidad según determinado por el Secretario del Trabajo de acuerdo con la Ley Davis-Bacon.

Semestralmente, el CONTRATISTA someterá el Formulario HUD 4710 (Informe Semestral de Cumplimiento de Estándares Laborales) (Informe Semi-Anual de Cumplimiento con Estándares Laborales) a OMEP/DEPR.

20. TERMINACIÓN POR CAUSA

(Aplicable a contratos que exceden \$10,000)

Si, por alguna causa, el CONTRATISTA no cumple oportuna y adecuadamente sus obligaciones bajo este Contrato, o si el CONTRATISTA viola cualesquiera de las cláusulas, acuerdos o estipulaciones de este Contrato, OMEP/DEPR inmediatamente tendrá el derecho de terminar este Contrato dando aviso escrito al CONTRATISTA de tal terminación y especificando la fecha efectiva de ello, al menos cinco (5) días antes de la fecha de efectividad de tal terminación. En tal caso, todos los documentos completados o sin completar, data, estudios, encuestas, dibujos, mapas, modelos, fotografías e informes preparados por el CONTRATISTA bajo este Contrato, a la opción de OMEP/DEPR, se convertirán en propiedad de OMEP/DEPR y el SUBREICPIENTE tendrá derecho a recibir justa y equitativa compensación por cualquier trabajo satisfactoriamente completado en lo sucesivo. A pesar de ello, el CONTRATISTA no será relevado de su responsabilidad frente al Gobierno del Puerto Rico y OMEPR/DEPR por daños sostenidos por el Gobierno de Puerto Rico y/o OMEP/DEPR por virtud de cualquier incumplimiento del Contrato por el CONTRATISTA, y el Gobierno de Puerto Rico y/o OMEP/DEPR.

21. TERMINACIÓN FOR CONVENIENCIA

(Aplicable a contratos que exceden \$10,000)

OMEPR/DEPR puede terminar este Contrato en cualquier momento dando aviso previo de al menos diez (10) días por escrito al CONTRATISTA. Si OMEPR/DEPR termina este Contrato según provisto aquí, se le pagará al CONTRATISTA por el tiempo provisto y gastos incurridos hasta la fecha de terminación.

22. SECCIÓN 503 DE LA LEY DE REHABILITACIÓN DE 1973 (Aplicable a contratos que exceden \$10,000)

El CONTRATISTA cumplirá con la Sección 503 de la Ley de Rehabilitación de 1973 (29 U.S.C. § 793), según enmendada, y cualesquiera otros reglamentos aplicables.

Igual Oportunidad para Trabajadores con Discapacidades:

- 1) El CONTRATISTA no discriminará contra cualquier empleado o solicitante de empleo por incapacidad física o mental en cuanto a cualquier posición para la que el empleado o solicitante esté cualificado. El CONTRATISTA acuerda tomar acción afirmativa para emplear, avanzar en empleo y de otra manera tratar a los individuos cualificados que tengan impedimentos sin discrimen basado en su impedimento físico o mental en todas las prácticas del empleo, incluyendo las siguientes:
 - (i) Procedimientos de reclutamiento, mercadeo, y solicitud de empleo;
 - (ii) Contratar, actualizar, ascender, conceder permanencia, degradar, transferir, despedir, terminar, derecho a regresar del despido y re-contratar;
 - (iii) Tarifas de pago y cualquier otra forma de compensación y cambios en compensación;
 - (iv) Asignaciones de trabajo, clasificaciones de trabajo, estructuras organizacionales, descripciones de posición, líneas de progresión y listas de antigüedad;
 - (v) Pedidos de licencias, licencia por enfermedad y cualquier otra licencia;
 - (vi) Beneficios complementarios disponibles por el empleo, sean o no administrados por el CONTRATISTA;
 - (vii) Selección y apoyo económico para entrenamiento, incluyendo aprendizaje, reuniones profesionales, conferencias y otras actividades relacionadas, y selección para pedidos de licencias para entrenamiento;
 - (viii) Actividades auspiciadas por el CONTRATISTA incluyendo programas sociales o recreacionales; y
 - (ix) Cualquier otro término, condición o privilegio de empleo.
- 2) El CONTRATISTA acuerda cumplir con las reglas, reglamentos y órdenes relevantes del Secretario del Trabajo emitidas conforme a la Ley.
- 3) En caso de incumplimiento del CONTRATISTA con los requisitos de esta cláusula, pueden tomarse acciones por incumplimiento conforme a las reglas, reglamentos y órdenes relevantes del Secretario del Trabajo emitidas conforme a la Ley.
- 4) El CONTRATISTA acuerda postear en sitios conspicuos, disponibles a empleados y a solicitantes de empleo, avisos en la manera dispuesta por el Asistente del Secretario de los Programas de Cumplimiento de Contratos Federales, provisto por o a través del oficial contratante. Tales avisos indicarán los derechos de los aplicantes y empleados, así como de la obligación del CONTRATISTA bajo la ley de tomar acción afirmativa para emplear y avanzar en el empleo a empleados cualificados

y solicitantes con incapacidades. El CONTRATISTA debe asegurarse que los solicitantes y empleados con discapacidades estén informados de los contenidos del aviso (ej. El CONTRATISTA puede hacer que se lea el aviso a un individuo discapacitado visual, o puede bajar el aviso posteo para que una persona en silla de ruedas pueda leerlo).

- 5) El CONTRATISTA notificará a cada organización de trabajo o su representante de trabajadores con los que tiene un acuerdo colectivo u otro entendimiento contractual, que el CONTRATISTA está obligado por los términos de la Sección 503 de la Ley de Rehabilitación de 1973, según enmendada, y está comprometido a tomar acción afirmativa para emplear y avanzar en el empleo a individuos con discapacidades físicas y mentales.
- 6) El CONTRATISTA incluirá las disposiciones de esta cláusula en cada subcontrato u orden de compra en exceso de \$10,000, a menos que esté exento por las reglas, reglamentos u órdenes del Secretario emitidas de acuerdo a la Sección 503 de la Ley, según enmendada, para que tales disposiciones sean obligatorias para cada subcontratista o proveedor. El CONTRATISTA tomará dicha acción con respecto a cualquier subcontrato u orden de compra que disponga el Asistente del Secretario del Trabajo para el Cumplimiento de Programas Federales para hacer cumplir tales disposiciones, incluyendo acción por incumplimiento.

23. IGUAL OPORTUNIDAD DE EMPLEO

(Aplicable a contratos de construcción y subcontratos excediendo \$10,000)

El CONTRATISTA cumplirá con la Orden Ejecutiva 11246 de 24 de septiembre de 1965, intitulada "Igual Oportunidad de Empleo," según enmendada por la Orden Ejecutiva 11375 de 13 de octubre de 1967, y según suplementada en los reglamentos del Departamento del Trabajo (41 CFR capítulo 60).

Durante el término de este Acuerdo, el CONTRATISTA acuerda a lo siguiente:

- 1) El CONTRATISTA no discriminará contra ningún empleado o solicitante de empleo debido a raza, color, religión, sexo u origen nacional. El CONTRATISTA tomará acción afirmativa para asegurarse que los solicitantes de empleo tengan empleo, y que los empleos sean tratados sin ningún reparo por su raza, color, religión, sexo u origen nacional. Tal acción incluirá, pero no está limitada a, lo siguiente: empleo, actualización, degradación, o transferencia; reclutamiento o mercadeo de reclutamiento; cese de actividades o despido; tarifas a pagar u otras formas de compensación; y selección para entrenamiento, incluyendo aprendizaje.
- 2) El CONTRATISTA posteará en sitios conspicuos, disponibles a empleados y solicitantes de empleo, avisos a ser provistos por el Oficial Contratante esbozando las disposiciones de esta cláusula de no-discriminación. El CONTRATISTA entonces indicará que todos los solicitantes cualificados serán considerados para el empleo sin reparo por raza, color, religión, sexo u origen nacional.
- 3) El CONTRATISTA indicará, en todos los requerimientos o anuncios para empleados puestos por o de parte del CONTRATISTA que todos los solicitantes cualificados serán considerados para el empleo sin reparo por raza, color, religión, sexo u origen nacional.
- 4) El CONTRATISTA enviará a cada unión laboral o representante de trabajadores con los que tiene un acuerdo colectivo u otro contrato o entendimiento, un aviso para ser provisto por el oficial contratante

de la agencia, dando aviso a la unión laboral o representante de trabajadores de los compromisos del CONTRATISTA bajo la Sección 202 de la Orden Ejecutiva 11246 de 24 de septiembre de 1965, y posterará copias del aviso en sitios conspicuos disponibles a los empleados y solicitantes al empleo.

- 5) El CONTRATISTA cumplirá con todas las disposiciones de la Orden Ejecutiva 11246 de 24 de septiembre de 1965, y de las reglas, reglamentos y ordenes relevantes del Secretario del Trabajo.
- 6) El CONTRATISTA proveerá toda la información e informes requeridos por la Orden Ejecutiva 11246 de 24 de septiembre de 1965, y por las reglas, reglamentos y órdenes del Secretario del Trabajo, o de acuerdo a los mismos, y permitirá acceso a libros, récords y cuentas por la agencia contratante y el Secretario del Trabajo para propósitos de investigación para evaluar cumplimiento con tales reglas, reglamentos y órdenes.
- 7) En caso del incumplimiento del CONTRATISTA con la cláusula de no discrimen de este Contrato o con cualesquiera de dichas reglas, reglamentos u órdenes, este Contrato puede cancelarse, terminarse o suspenderse en todo o en parte y el CONTRATISTA puede declararse inelegible para otros contratos de gobierno de acuerdo con los procedimientos autorizados en la Orden Ejecutiva 11246 y otras sanciones que puedan imponerse y remedios invocados según provisto en la Orden Ejecutiva 11246 de 24 de septiembre de 1965, o por regla, reglamento u orden del Secretario del Trabajo, o según de otra manera se provea por ley.
- 8) El CONTRATISTA incorporará las disposiciones de 1 a 7 referidas arriba en cada subcontrato u orden de compra a menos que esté exento por las reglas, reglamentos u órdenes del Secretario del Trabajo de manera que tales disposiciones obliguen a tal subcontratista. El CONTRATISTA tomará dicha acción con respecto a cualquier subcontrato u orden de compra que la agencia contratante pueda disponer como medio de hacer cumplir dichas disposiciones incluyendo sanciones por incumplimiento, provisto, sin embargo que en caso que el CONTRATISTA se involucre con, o sea amenazado con, litigio por un subcontratista o suplidor como resultado de tal dirección por la agencia contratante, el CONTRATISTA puede solicitar al Gobierno de los Estados Unidos a entrar en dicho litigio para proteger los intereses de los Estados Unidos.

24. CERTIFICACIÓN DE FACILIDADES NO SEGREGADAS (Aplicable a contratos de construcción que exceden \$10,000)

El CONTRATISTA certifica que no mantiene o provee para sus establecimientos, y que no permite a los empleados a proveer sus servicios en ninguna localización bajo su control, donde se mantengan facilidades segregadas. Se certifica que no mantendrá o proveerá para empleados ningunas facilidades segregadas en ninguno de sus establecimientos, y que no permitirá a los empleados a proveer sus servicios en ninguna localización bajo su control donde se mantengan facilidades segregadas. El CONTRATISTA acuerda que un incumplimiento de esta certificación es una violación a la cláusula de igual oportunidad de este Acuerdo.

Según utilizado en esta certificación, el término “facilidades segregadas” significa cualesquiera áreas de espera, áreas de trabajo, baños y cuartos de baño, restaurantes y otras áreas de comer, relojes de fichar, vestuarios y otras áreas de almacenaje o vestimenta, estacionamientos bebederos, áreas de recreación o entretenimiento, transportación y facilidades de vivienda provistas para empleados que son segregadas por directriz explícita o son, de hecho, segregados basado en raza, color, religión u origen nacional por hábito, costumbre local o cualquier otra razón.

El CONTRATISTA además acuerda que (excepto donde lo ha obtenido para periodos de tiempo específicos) obtendrá una certificación idéntica de subcontratistas propuestos antes de adjudicar subcontratos excediendo de \$10,000 que no están exentos de las disposiciones de la cláusula de igual oportunidad; que retendrá dichas certificaciones en sus récords; y que va a enviar el aviso que precede a dichos subcontratistas propuestos (excepto cuando dichos subcontratistas propuestos han sometido certificaciones idénticas para periodos de tiempo específicos).

25. CERTIFICACIÓN DE CUMPLIMIENTO CON LEYES DE AIRE Y AGUA LIMPIA (Aplicable a contratos que exceden \$100,000)

El CONTRATISTA y todos los subcontratistas cumplirán con los requisitos de la Ley de Aire Limpio, según enmendada, 42 U.S.C. § 1857 y siguientes, la Ley Federal de Control de Contaminación del Agua, según enmendada, 33 U.S.C. § 1251 y siguientes, y los reglamentos de la Agencia de Protección Ambiental con respecto a las mismas, en 40 C.F.R. Parte 15 y 32, según enmendada, Sección 508 de la Ley de Agua Limpia (33 U.S.C. § 1368) y la Orden Ejecutiva 11738.

Además de los requisitos que preceden, todos los contratistas y subcontratistas no exentos proveerán al dueño, lo siguiente:

- 1) Una estipulación por el CONTRATISTA o subcontratistas de que cualquier facilidad a ser utilizada en la ejecución de cualquier contrato o subcontrato no exento, no está listada en el Sistema de Listas de Partes Excluidas conforme a 40 C.F.R. 32 o en la Lista de Facilidades en Incumplimiento emitida por la Agencia de Protección Ambiental (EPA) conforme a 40 C.F.R. Parte 15, según enmendada.
- 2) Acuerdo por el CONTRATISTA de cumplir con todos los requisitos de la Sección 114 de la Ley de Aire Limpio, según enmendada, (42 U.S.C. § 1857 c-8) y la Sección 308 de la Ley Federal para el Control de Contaminación del Agua, según enmendada, (33 U.S.C. § 1318) relacionadas a la inspección, monitoreo, entrada, informes e información, así como todos los otros requisitos especificados en dicha Sección 113 y Sección 308 y todos los reglamentos y guías emitidas en virtud de ellas.
- 3) Una estipulación de que, como condición para la adjudicación del Contrato, se le dará pronto aviso de cualquier notificación recibida del Director, Oficina de Actividades Federales, EPA, indicando que una facilidad utilizada, o que va a ser utilizada para Contrato, está bajo consideración para ser listada en Sistema de Listas de Partes Excluidas o la Lista de EPA de Facilidades en Incumplimiento.
- 4) Acuerdo por el CONTRATISTA de que él o ella incluirá, o hará que se incluyan, los criterios y requisitos del párrafo (1) al (4) de esta sección en cada subcontrato no exento y requiriendo que el CONTRATISTA tome la acción que pueda disponer el Gobierno como medio de hacer cumplir tales disposiciones.

26. ANTI-CABILDEO (Aplicable a contratos que exceden \$100,000)

Mediante el otorgamiento de este Contrato, el CONTRATISTA certifica que, hasta donde sabe y conoce:

- 1) No se han pagado o se pagarán fondos federales apropiados, por o de parte del SUBRECIPEINTE, a

ninguna persona por influenciar o intentar influenciar un oficial o empleado de una agencia, un Miembro del Congreso de los Estados Unidos, un oficial o empleado del Congreso, o un empleado de un Miembro de Congreso en relación con la adjudicación de cualquier contrato Federal en la concesión de cualquier subvención Federal, la concesión de cualquier préstamo Federal, el otorgamiento de cualquier acuerdo cooperativo, y la prórroga, continuación, renovación, enmienda o modificación de cualquier contrato, subvención, préstamo o acuerdo cooperativo.

- 2) Si cualesquiera fondos que no sean los fondos Federales apropiados han sido pagados o serán pagados a cualquier persona por influenciar o tratar de influenciar a un oficial o empleado de cualquier agencia, un Miembro del Congreso, un oficial o empleado del Congreso, o un empleado de un Miembro del Congreso en relación con este contrato Federal, subvención, préstamo o acuerdo cooperativo, el CONTRATISTA completará y someterá el Formulario Estándar-LLL "Formulario de Divulgación para Reportar Cabildeo", de acuerdo con sus instrucciones.
- 3) El CONTRATISTA requerirá que el lenguaje de esta certificación sea incluido en los documentos de adjudicación para todas las adjudicaciones en todos los niveles (incluyendo subcontratos, subvenciones, y contratos bajo subvenciones, préstamos y acuerdos cooperativos) y que todos los Contratistas certificarán y divulgarán de conformidad.

Esta certificación es una representación de hecho material en la cual se descansó al hacerse o entrar en esta transacción. La presentación de esta certificación es un prerrequisito para hacer o entrar en esta transacción impuesto por el Título 31 CFR 1352. Cualquier persona que no presente la certificación requerida estará sujeta a una penalidad civil de no menos de \$10,000 y no más de \$100,000 para cada incumplimiento.

27. REQUISITOS DE FIANZA

(Aplicable a los contratos de construcción y mejora de facilidades que excedan \$100,000) .

Los requisitos de fianza se encuentran en la sección XVII del Pliego principal.

28. SECCIÓN 3 DE LA LEY DE VIVIENDA Y DESARROLLO COMUNITARIO DE 1968

(Según requerido por los umbrales aplicables)

- 1) El trabajo por llevarse a cabo bajo este Contrato está sujeto a los requisitos de la Sección 3 de la Ley de la Vivienda y Desarrollo Comunitario de 1968, según enmendada, 12 U.S.C. § 1701u (Sección 3). El propósito de la Sección 3 es asegurar que el empleo y las oportunidades generadas por la asistencia HUD o proyectos asistidos por HUD cubiertos por la Sección 3, serán, al mayor grado posible, dirigidos hacia personas de ingresos bajos o bien bajos, particularmente personas que son recipientes de asistencia de HUD para vivienda.
- 2) Las partes de este Contrato acuerdan cumplir con los reglamentos de HUD en 24 C.F.R. Parte 135, que implementan la Sección 3. Según evidenciado por el otorgamiento de este Contrato, las partes certifican que no tienen ningún impedimento contractual o de otro tipo que les impida cumplir con los reglamentos de la Parte 135.
- 3) El CONTRATISTA acuerda enviar a cada organización laboral o representante de trabajadores con quien el CONTRATISTA tenga un acuerdo colectivo u otro entendimiento, si alguno, un aviso notificando a la organización laboral o representante de trabajadores de los compromisos del

CONTRATISTA bajo esta cláusula de Sección 3 y posteará copias del aviso en sitios conspicuos en el sitio de trabajo donde ambos empleados y solicitantes para posiciones de entrenamiento y empleo puedan ver el aviso. El aviso describirá la preferencia de Sección 3, esbozará un número mínimo y títulos de trabajo sujetos a contratación, disponibilidad de posiciones de aprendizaje y entrenamiento, las cualificaciones de cada uno, y el nombre y localización de la(s) persona(s) tomando las solicitudes para cada una de las posiciones; y la fecha que se anticipe comience el trabajo.

- 4) El CONTRATISTA acuerda incluir esta cláusula de Sección 3 en cada subcontrato sujeto a cumplimiento con reglamentos en 24 C.F.R. Parte 135, y acuerda tomar acción adecuada, según provisto en una disposición aplicable del subcontrato o en esta cláusula Sección 3, tras encontrar que el subcontratista está en violación de los reglamentos en 24 C.F.R. Parte 135. El CONTRATISTA no subcontratará con ningún subcontratista cuando el CONTRATISTA tenga aviso o conocimiento de que el subcontratista ha sido hallado en violación con los reglamentos en 24 C.F.R. Parte 135.
- 5) El CONTRATISTA certificará que cualesquiera posiciones de empleo vacante, incluyendo posiciones de entrenamiento, que sean ocupadas: (1) tras el CONTRATISTA ser seleccionado, pero antes de la otorgación del contrato, y (2) con personas que no sean aquellos a quienes los reglamentos de 24 C.F.R. Parte 135 requieren que sean dirigidas, no fueron ocupadas para eludir las obligaciones del CONTRATISTA bajo 24 C.F.R. Parte 135.
- 6) El incumplimiento con los reglamentos de HUD en 24 C.F.R. Parte 135 puede resultar en sanciones, terminación de este Contrato por incumplimiento, y prohibición de ejercer o suspensión de futuros contratos asistidos por HUD.
- 7) Con respecto al trabajo llevado a cabo con relación a la asistencia de vivienda para Indígenas que cubre la Sección 3, la Sección 7(b) de la Ley de Autodeterminación de Indígenas y Asistencia Educativa (25 U.S.C. § 450e) también aplica para el trabajo a llevarse a cabo bajo este Acuerdo. La Sección 7(b) requiere que al mayor grado posible: (i) se le dé preferencia y oportunidades de entrenamiento y empleo a los indígenas y (ii) se le dé preferencia en la adjudicación de contratos y subcontratos a organizaciones Indígenas y Empresas de Indígenas. Las partes de este Contrato que estén sujetas a las disposiciones de la Sección 3 y Sección 7(b) acuerdan cumplir con la Sección 3 al mayor grado posible, pero no en derogación del cumplimiento con la Sección 7(b).
- 8) Para contratos que exceden \$100,000, el CONTRATISTA someterá el Formulario HUD 60002 (Sección 3 Informe de Resumen) a cada semestre, a pesar del requisito de informar anualmente esbozado en las instrucciones de ese formulario

29. LEY DE VIVIENDA JUSTA

El CONTRATISTA cumplirá con las disposiciones de la Ley de Vivienda Justa de 1968, según enmendada. La Ley prohíbe la discriminación en la venta o alquiler de vivienda, el financiamiento de vivienda o la provisión de servicios de corretaje contra cualquier persona por raza, color, religión, sexo, origen nacional, discapacidad o estatus familiar. La Ley de Equidad en la Vivienda prohíbe el discrimen contra individuos basado en raza, color, religión, sexo u origen nacional en la venta, renta, alquiler u otra disposición de propiedades residenciales, o en el uso u ocupación de vivienda asistida con fondos Federales.

30. LEY DE CONSERVACIÓN DE ENERGÍA

El CONTRATISTA cumplirá con los estándares mandatorios y políticas relacionadas a la eficiencia de energía según contenidos en el plan de conservación de energía del Gobierno de Puerto Rico, emitido en cumplimiento con la Ley de Conservación de Energía (42 U.S.C. 6201 y siguientes).

31. LEY HATCH

El CONTRATISTA acuerda a cumplir con los estándares mandatorios y políticas sobre la Ley Hatch, Ley Pública 94-163, según enmendada.

La Ley Hatch aplica a actividades políticas de ciertos empleados estatales y locales. Como Contratista, usted puede llevar a cabo cualquiera de las siguientes actividades: ser candidato en elecciones no partidistas, asistir a reuniones y convenciones políticas; contribuir dinero; hacer campaña en elecciones partidistas; y tener un trabajo en partidos políticos.

El CONTRATISTA no puede hacer las siguientes actividades: ser un candidato en las elecciones partidistas; utilizar influencia oficial para interferir en las elecciones; coaccionar contribuciones políticas de subordinados en apoyo de partidos políticos o candidatos; la oficina procurador especial opera un sitio web que ofrece guía sobre asuntos de la ley Hatch.

32. ESTÁNDARES DE SALUD Y SEGURIDAD

El Contratista acuerda cumplir con las Secciones 107 y 103 de la Ley Horas de Trabajo y Estándares de Seguridad. La sección 107 de la Ley es aplicable al trabajo de construcción y provee que ningún trabajador o mecánico será requerido a trabajar en alrededores o en condiciones de trabajo que no son sanitarias, o resultan arriesgadas o peligrosas a su salud y seguridad según determinado bajo los estándares de construcción, seguridad y salud promulgados por el Secretario del Trabajo. Estos requisitos no aplican a la compra de suministros o materiales o artículos ordinariamente disponibles en el mercado abierto o contratos para transportación.

33. PERSONAL

El CONTRATISTA representa que tiene o asegurará a su propio costo, todo el personal requerido para llevar a cabo los servicios bajo este Contrato. Esto no incluye a los empleados o contratistas de OMEP/DEPR. Todos los servicios requeridos serán llevados a cabo por el CONTRATISTA o bajo su supervisión,

y todo el personal en el trabajo estará plenamente cualificado y estará autorizado o permitido a llevar a cabo dichos servicios bajo la ley estatal y local. Ninguna persona que esté cumpliendo una sentencia en una institución penal o correccional será empleada para trabajar bajo este Contrato.

34. RETENCIÓN DE SALARIOS

En el cumplimiento de este Contrato, si hubiera pago insuficiente de salarios por el CONTRATISTA o por cualquier subcontratista de éste, OMEP/DEPR podrá retener de cualquier pago debido al Contratista una cantidad suficiente para pagar a los empleados la diferencia entre los salarios adeudados y los salarios realmente pagados a dichos empleados por el total de horas trabajadas. Las cantidades retenidas pueden ser desembolsadas por OMEP/DEPR en sustitución del CONTRATISTA o subcontratista a los empleados a quienes se les debe.

35. RECLAMACIONES Y DISPUTAS SOBRE TARIFAS DE SALARIOS

Las reclamaciones y disputas sobre tarifas de salarios o clasificaciones de personal profesional o técnico llevando a cabo trabajo bajo este Contrato será prontamente reportada por escrito por el CONTRATISTA a OMEP/DEPR para su decisión. la cual será final con respecto al mismo.

36. DISCRIMEN POR CIERTOS ASUNTOS LABORALES

Ninguna persona empleada en los servicios cubiertos por este Contrato puede ser despedida o de ninguna manera discriminada porque él o ella ha presentado una reclamación o iniciado o ha causado el inicio de un procedimiento, ha testificado o está a punto de testificar en cualquier procedimiento bajo o relacionado a los estándares laborales aplicables a su patrono.

37. INTERÉS DE LOS MIEMBROS DE LA AGENCIA PÚBLICA LOCAL Y OTROS

El CONTRATISTA acuerda establecer salvaguardas para prohibir a los empleados utilizar posiciones para un propósito que sea o dé la apariencia de estar motivado por un deseo de ganancia personal para ellos u otros, particularmente aquellos con quienes tienen lazos familiares, de negocios, u otros. El CONTRATISTA estará consciente de y evitará cualquier violación de las leyes que prohíben a oficiales y empleados gubernamentales tener o deber cualquier interés o participación, individualmente o como agente o empleado de cualquier persona o corporación, ya sea directa o indirectamente, en cualquier contrato hecho o que se permitió hacer por las autoridades gubernamentales de dicha municipalidad para la construcción o hacer cualquier obra pública, o para la venta o compra de cualesquiera materiales, suministros o propiedades de cualquier naturaleza, o para cualquier otro propósito, o en cualquier subcontrato que surja de ahí o relacionado con ello, o recibir, directa o indirectamente, cualquier porción o participación de cualquier dinero u otra cosa pagada para la construcción o hacer cualquier obra pública, o para la venta o compra de cualquier propiedad, o tras cualquier otro contrato hecho por las autoridades gubernamentales, o subcontrato que surja por eso o relacionado con eso.

El CONTRATISTA también estará consciente de y evitará cualquier violación a las leyes de Puerto Rico que prescriben una penalidad criminal para cualquier oficial público que tenga interés en

cualquier contrato aprobado por la junta de la cual él o ella es miembro durante el tiempo en que él o ella fuera miembro y por un año luego de terminar sus funciones oficiales.

38. INTERÉS DE CIERTOS OFICIALES FEDERALES

Ningún miembro ni delegado al Congreso de los Estados Unidos, incluyendo al Comisionado Residente de Puerto Rico, podrá tener participación en los trabajos o emolumentos derivados de este Contrato ni ningún beneficio que surja de ahí.

39. INTERÉS DE CONTRATISTA

El CONTRATISTA declara y certifica que no tiene interés ni adquirirá ningún interés, directo o indirecto, en el Contrato o proyecto objeto del Contrato o en ninguna de las parcelas objeto del proyecto ni ningún otro interés que pueda confligir de cualquier modo con el trabajo bajo el Contrato. El CONTRATISTA además acuerda que ninguna persona que tenga tal interés será empleada bajo este Contrato.

40. ACTIVIDAD POLÍTICA

El CONTRATISTA cumplirá con las disposiciones de la Ley Hatch (5 U.S.C. 1501 y *siguientes*), que limita la actividad política de lo contratistas y sus empleados.

41. ACTIVIDAD RELIGIOSA

El CONTRATISTA acuerda abstenerse de utilizar cualesquiera fondos relacionados a este Contrato para actividades inherentemente religiosas prohibidas por 24 CFR 570.200(j), tales como culto, instrucción religiosa, o conversión.

42. LEY DE PROTECCIÓN CONTRA INUNDACIONES DE 1973

El CONTRATISTA se asegurará que los procedimientos y mecanismos sean puestos en vigor para el cumplimiento con todos los requisitos de seguro contra inundaciones según esbozado en la Ley de Protección Contra Inundaciones de 1973, 24 C.F.R. §570.605.

43. PINTURA A BASE DE PLOMO

El CONTRATISTA debe cumplir con los reglamentos sobre pintura a base de plomo que se encuentran en 24 C.F.R. § Parte 35 en PREVENCIÓN DE ENVENENAMIENTO CON PINTURA A BASE DE PLOMO EN CIERTAS ESTRUCTURAS RESIDENCIALES en cuanto a todas las unidades de viviendas asistidas utilizando fondos CDBG-DR.

44. INGENIERIA DE VALOR

(Aplicable a contratos de construcción que exceden \$2,000 cuando requerido por legislación Federal del Programa.)

El CONTRATISTA debe de cumplir con los reglamentos sobre el enfoque sistemático y organizado de analizar funciones de los sistemas, equipos, facilidades, servicios y materiales para asegurar que logren sus funciones esenciales al más bajo costo consistente con ciclo de vida en ejecución, fiabilidad, calidad, y seguridad, conforme a 24 C.F.R. § 200.318.(g).

EXHIBIT H
CONTRACT FORMS

CONTRACT FORMS

<u>No.</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
1	Performance Bond	1, 1a
2	Certificate as to Corporate Principal (for Performance Bond)	2
3	Certificate as to Individual Principal (for Performance Bond)	2
4	Acknowledgement of Surety (Power of Attorney Required)	3
5	Payment Bond	4, 4a
6	Certificate as to Corporate Principal (for Payment Bond)	5
7	Certificate as to Individual Principal (for Payment Bond)	5
8	Acknowledgement of Surety (Power of Attorney Required)	6

PERFORMANCE BOND
(See Instructions)

KNOW ALL MEN BY THESE PRESENTS, That we _____

(here in after called the Principal), as Principal, and _____
corporation organized and existing under laws of
_____ and authorized to transact business under the
laws of the Commonwealth of Puerto Rico, (hereinafter called the Surety), as
Surety, are held and firmly bound unto _____

(here in after call the Obligee) in the penal sum of _____
_____ (\$ _____), lawful
money of the United States of America, for the payment of which, well and truly to
be made, the Principal and said Surety bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has entered into a certain written contract with the
Obligee, dated the _____ day of _____, for _____

_____ which contract is by reference made a part hereof, and is
hereinafter referred to as the contract.

Performance Bond
Page 2

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, convenience, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived then this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____.

Principal

Surety

Attest: _____ By: _____
Attorney-in-fact

PERFORMANCE BOND

INSTRUCTIONS:

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The attorney-in-fact signing for the surety must hold a current power of attorney filed with the Commissioner of Insurance of Puerto Rico. Copy of this document must be attached; if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporations executing the bond shall affix their Corporate Seals.
5. The name of each person signing this bond should be typed in the space provided.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am
the Secretary of the Corporation named as Principal in the foregoing Performance
Bond, that _____
Name of Principal's Representative
who signed this Bond on behalf of the Principal, was then
_____ of said Corporation, that said Bond was

(Title of Position)
duly signed for and on behalf of said Corporation by authority of its governing
body, and is within the scope of its corporate powers, this _____ day of
_____ at _____, Puerto Rico.

(Corporate Seal)

(Signature of Secretary)

CERTIFICATE AS TO INDIVIDUAL PRINCIPAL

On the _____ day of _____, appeared before me of
_____, of _____
(Name of Principal) (Address)

_____, _____ of legal age and personally known
to me and upon each stated to have executed the foregoing Performance Bond.

(Notary Seal)

(Notary Public)

**PERFORMANCE BOND
ACKNOWLEDGEMENT OF SURETY**

ISLAND OF PUERTO RICO
CITY OF SAN JUAN

On this _____ day of _____, _____, before me, the subscriber, a Notary Public of the city of _____, Puerto Rico, duly commissioned and qualified _____

_____, came to me personally known to be the officer who executed the preceding instrument, and he acknowledges execution of the same, and being by me duly sworn, deposed, and said, that he is the said officer of the company aforesaid, and that his signature as such officer was duly affixed and subscribed to said instrument by authority and direction of the said Company given in the Power of Attorney* executed by said company on the _____ day of _____, _____, the original of which is on file in the office of the Superintendent of Insurance or Puerto Rico.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the City of _____, Puerto Rico the day and year first above written.

(NOTARY PUBLIC)

(Notaries Seal)
*Power of Attorney

The Bid Bond must be accompanied by a copy of a current, valid power of Attorney from the Surety to the person issuing the bond on behalf of the Surety.

PAYMENT BOND

(See Instructions)

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ (hereinafter called
the Principal) as Principal and _____ a corporation
organized and existing under the laws of _____
_____ and authorized to
transact business under the laws of the Commonwealth of Puerto Rico, (hereinafter
called the Surety), as Surety, are held and firmly bound unto _____

_____ (hereinafter
called the Obligee) in the penal sum of _____
_____ (\$_____),
lawful money of the United States of America, for the payment of which, well and
truly to be made, the Principal and said Surety bind ourselves our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee, dated the _____ day of _____, _____ for

_____ which
contract is by reference made a part hereof, and is hereinafter referred to as the
contract.

PAYMENT BOND

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____.

Principal

Surety

Attest: _____ By: _____
Attorney – in - fact

PAYMENT BOND

INSTRUCTIONS:

1. This form for the protection of persons supplying labor and material shall be used whenever a payment bond is required. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The attorney-in-fact signing for the surety must hold a current power of attorney filed with the Commissioner of Insurance of Puerto Rico. Copy of this document must be attached; if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporations executing the bond shall affix their Corporate Seals.
5. The name of each person signing this bond should be typed in the space provided.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Materials and Payment Bond, that _____
Name of Principal's Representative

who signed this Bond on behalf of the Principal, was then _____ of said Corporation, by authority of its governing
(Title of Position)

body, and is within the scope of its corporate powers, this _____ day of _____, _____ at _____.

(Corporate Seal)

(Signature of Secretary)

CERTIFICATE AS TO INDIVIDUAL PRINCIPAL

On the _____ day of _____, _____, appeared before me

_____, of _____,
(Name of Principal)

_____,
(Address)

_____ of legal age and personally known to me and upon oath
(Occupation)

stated to have executed the foregoing Payment Bond.

(Notaries Seal)

(Notary Public)

PAYMENT BOND

ACKNOWLEDGEMENT OF SURETY

ISLAND OF PUERTO RICO
CITY OF SAN JUAN

On this _____ day of _____, _____, before me, the subscriber, a Notary Public of the city of _____, Puerto Rico, duly commissioned and qualified came _____ as attorney in fact of the _____, to me personally known to be the officer who executed the preceding instrument, and he acknowledges execution of the same, and being by me duly sworn, deposed, and said, that he is the said officer of the Company aforesaid, and the Power of Attorney* executed by said Company on the _____ day of _____, _____ the original of which is on file in the office of the Superintendent of Insurance of Puerto Rico.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the city of _____, Puerto Rico the day and year first above written.

(Notaries Seal)

Notary Public

*Power of Attorney

The Bid Bond must be accompanied by a copy of a current, valid Power of Attorney form the Surety to the person issuing the bond on behalf of the Surety.



DEPARTAMENTO DE TRANSPORTACIÓN Y OBRAS PÚBLICAS
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE ESTADO

Número: 7998

Fecha: 3 de marzo de 2011

Aprobado: Hon. Kenneth D. McClintock
Secretario de Estado



Por: Eduardo Arosemena Muñoz
Secretario Auxiliar de Servicios

EXHIBIT I

UNIFORM GENERAL CONDITIONS

for

Public Works Contracts in Puerto Rico



PUERTO RICO
VERDE

n. 662

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

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CERTIFICATION

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

PART A. INTRODUCTION

ARTICLE 1 -LEGAL BASIS; APPLICATION

1.1 **Legal Basis.** The Secretary of Transportation and Public Works, in accordance with the powers conferred upon him by Law No. 198 of May 15, 1943, as amended by Law No. 131 of September 2, 2010 and Law No. 170 of August 12, 1988, as amended, hereby enacts the following regulations to establish the applicable legal framework for the contracting and management of all public works.

1.2 **Application.** The provisions of these Regulations shall be applicable to all contracts for public works executed by all government agencies, departments, public corporations and instrumentalities.

PART B. UNIFORM GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS AND TERMINOLOGY

1.1 **Defined Terms**

1.1.1 Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

4 1.1.1.1. Agreement (or Contract) - The written instrument, which is evidence of the agreement between Owner and Contractor covering the Work.

1.1.1.2. Application for Payment - The form acceptable to Owner which is to be used by Contractor during the course of the Work in requesting progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.1.1.3. Architect/Engineer - The Architect or Engineer, referred herein as Architect/Engineer, is the collegiate professional licensed to practice architecture, engineering or surveying in the Commonwealth of Puerto Rico and is referred to throughout the Contract Documents. It is the Architect or Engineer authorized by the Owner for the preparation of all construction documents, plans and specifications and to submit such documents for the approval of the related public agency. The Architect/Engineer may designate an authorized representative. The Architect/Engineer is the individual or entity named as such in the Agreement.

1.1.1.4. Architect/Engineer's Consultant - An individual or entity having a contract with the Architect/Engineer to furnish services as Architect/Engineer's independent professional and collegiate consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.1.1.5. Bonds - Performance and Payment bonds and other instruments of surety required in the Contract Documents.

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UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

1.1.1.6. Certificate of Final Acceptance - Certificate issued by the Owner, or its duly authorized representative to Contractor indicating the date that the Work reached Final Acceptance.

1.1.1.7. Certificate of Substantial Completion - Certificate issued by the Owner, or its duly authorized representative, to the Contractor indicating the date that Substantial Completion was achieved for the Work.

1.1.1.8. Change in Law - Change in Law shall include: (i) the enactment or adoption by any legislative, regulatory, executive or administrative body of the Commonwealth of Puerto Rico or of the United States of America of any law, or any change or amendment to any law, in force as of the bid opening date, (ii) any change in the interpretation thereof which is final and not subject to administrative or judicial review, which cannot be complied with by a party without incurring in additional costs.

1.1.1.9. Change Order - A written order issued by the Owner, or its duly authorized representative, to the Contractor, signed by both parties, covering, additions, deletions, and/or revisions in the Work and/or an adjustment in the Contract Price and/or the Contract Time, if any, issued on or after the Effective Date of the Agreement. In Unit Price Contracts, a Change Order can also reflect a change in the number of items, as well as an increase or decrease, contained in the proposal. In Lump Sum Contracts, it reflects an order for additional or less work.

1.1.1.10. Claim - A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice and in accordance with Article 11.5. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.1.1.11. Commonwealth - The Commonwealth of Puerto Rico.

1.1.1.12. Construction Change Directive - A Construction Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time adjusted accordingly. A Construction Change Directive shall be used only in the absence of total agreement on the terms of the Change Order, Extra Work Order or Work Change Directive, and shall be paid with the monthly Progress Payment according to the method indicated in Article 10.1.2.3.

1.1.1.13. Contract (or Agreement) - The entire and integrated written Agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

1.1.1.14. Contract Documents - The Contract Documents establish the rights and obligations of the parties and include: (i) the Agreement, (ii) addenda (which pertain to the Contract Documents), (iii) Contractor's bid or proposal (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), (iv) the Notice to Proceed, (v) the Bonds, (vi) these General Conditions, (vii) the Supplementary Conditions, (viii) the Special Provisions, (ix) the Specifications, (x) the Drawings as the same are more specifically identified in the Agreement, including Standard Drawings, if applicable and (xi) Instructions to Bidders. It shall also include: (i) all Written Amendments, (ii) Change Orders and Extra Work Orders, (iii) Work Change Directives, (iv) Field Orders and (v) Architect/Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this Article are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents, unless otherwise specified in the bid documents.

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

1.1.1.15. Contract Item or Pay Item - A portion of Work specifically described and for which a price either unit or lump sum is provided. It includes the performance of all Work and the furnishing of labor, equipment and materials described in the Specifications.

1.1.1.16. Contract/Project Limits - The area, including Site and off-Site, within which the Work is to be performed.

1.1.1.17. Contract Price - See Contract Sum.

1.1.1.18. Contract Sum - It is the Contract Price as stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents subject to additions and deductions, stipulated in the Contract Documents.

1.1.1.19. Contract Time or Time - It is the period of time allotted in the Contract Documents for Substantial Completion of the Work.

1.1.1.20. Contract Unit - A major subdivision of the construction Project identified as such in the Contract Documents.

1.1.1.21. Contracting Officer - The Contracting Officer is the authorized representative of the Owner under the Contract Documents.

1.1.1.22. Contractor - The Contractor is the person or organization that contracts with the Owner for the performance of the Work described in the Contract Documents. The term Contractor, identified as such in the Agreement, means the Contractor or his authorized representative. In cases of Design-Build Contracts, the term Contractor shall also signify the Design-Builder Contractor.

1.1.1.23. Cost of the Work - See section 10.2 for definition.

1.1.1.24. Day - The word "day" shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

1.1.1.25. Design-Build Contracts - Shall be those contracts where the Contractor undertakes the duty to design the Work, in addition to performing the duties of Contractor.

1.1.1.26. Design-Builder Contractor - Shall be the Contractor in Design-Build Contracts, who in addition to having all duties of Contractor has the duty to design the Work, as specified in the Contract Documents.

1.1.1.27. Dispute - Any Claim, dispute or other disagreement involving the interpretation of the Contract Documents, a change in the Contract Sum, and or a change in the Contract Time, and other matters in question arising out of, or relating to the Contract or the breach thereof, except for Claims which have been waived by lack of proper notice and/or the making or acceptance of final payment as provided in Articles 13.7.2 and 13.9.1

1.1.1.28. Drawings or Plans - The approved drawings and supplementary drawings showing the location, character, dimensions, and details of the Work to be done which are part of the Contract Documents.

1.1.1.29. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to the Contract.

1.1.1.30. Engineer or Architect - See Architect/Engineer.

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

1.1.1.31. Equal or Similar and Substitute - "Similar or Equal" or "Substitute", when used in relation to materials, parts, machinery, equipment, formulas of the Project and/or anything to them related, shall mean that they be of substantially the same quality, form, appearance, resistance, endurance, efficiency, capacity, safety, specifications and any other quality inherent, or related, to them as they are indicated in the drawings and/or specifications of the Contract.

1.1.1.32. Equipment - All machinery and implements, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.1.1.33. Extra Work - An item of Work not provided for in the Contract as awarded but found by the Owner or its duly authorized representative necessary for the satisfactory completion of the Contract within its generally intended scope.

1.1.1.34. Extra Work Order - Is a written order issued by the Owner to Contractor and signed by both parties in a unit price contract concerning the performance of the Work or furnishing of materials involving Extra Work. It authorizes a change in the Work, adjustments in the Contract Price and/or Contract Time for services, or Work, for which there is no basis of payment, either direct or indirect, provided in the proposal, or Contract, or if the resulting overruns, or underruns, of any item, or items, exceed certain percentages. Extra Work Orders apply only to unit price contracts. Such Extra Work may be performed at agreed prices or as provided in Section 10.2 of these General Conditions.

1.1.1.35. Federal Agency - Any agency of the government of the United States of America or its succeeding agency.

1.1.1.36. Field Order - A written order issued by the Owner that requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.1.37. Final Acceptance - Shall mean the acceptance of the Work by the Owner after the final inspection as evidenced by the Certificate of Final Acceptance sent to Contractor by Owner.

1.1.1.38. Force Account Work - Additional Work that is paid for based on the Cost of the Work as defined in Article 10.2.

1.1.1.39. Force Majeure - Means an act of God; earthquake; tidal wave; hurricane; act of the public enemy; war; blockade; public riot; lightning; fire; flood; explosion; a strike, excluding strikes and any other activity or demonstration by Owner's personnel that does not interfere directly with the Work; and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the sole control of Contractor. A rain, windstorm flood or other natural phenomenon of normal intensity for the particular locality shall not be construed as Force Majeure.

1.1.1.40. Hazardous Environmental Condition - The presence at the Site of asbestos, PCBs, petroleum, hazardous waste, or radioactive material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

1.1.1.41. Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903) as amended.

1.1.1.42. Holidays - Saturdays, Sundays and the legal holidays listed below on which the Contractor will not be allowed to perform Work under the Contract except as otherwise ordered or authorized in writing by the Owner. All other Holidays not listed below will be considered working days. Also, if any of the listed holidays falls on a Sunday, the following Monday will be considered a holiday.

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

New Year's Day	January 1
Three Kings Day	January 6
Good Friday	Variable
Independence Day	July 4
Constitution Day	July 25
Labor Day	First Monday of September
Election Day (when occurring)	Tuesday after 1 st Monday in November
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25

1.1.1.43. Laboratory - The material testing laboratory of the Owner or any other testing laboratory which may be approved by the Owner or its duly authorized representative.

1.1.1.44. Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.1.1.45. Liens - Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

1.1.1.46. Major and Minor Contract Items - Any item having a Contract value equal to or greater than five per cent (5%) of the original Contract amount shall be considered as a major item. All the other Contract items shall be considered as minor items. A minor item may become a major item when the minor item is increased to the extent that the total cost of the item is equal to or greater than five per cent (5%) of the original Contract amount.

1.1.1.47. Materials - Any substances specified for use in the construction of the Project and its appurtenances.

1.1.1.48. Milestone - A principal event specified in the Contract Documents related to an intermediate completion date or time prior to the Substantial Completion of the whole Work.

1.1.1.49. Notice of Award - The written notice by the Owner to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

1.1.1.50. Notice to Proceed - A written notice issued by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work under the Contract Documents. Such Notice to Proceed shall identify the persons included in article 5.2.2. Unless otherwise agreed by the parties, all permits and/or endorsements to be furnished by the Owner needed to start construction of the Project must be obtained prior to issuance of the Notice to Proceed.

1.1.1.51. OCIP - see Owner-Controlled Insurance Program.

1.1.1.52. Off-Site Work - Work to be performed outside of the of the Project's limits.

1.1.1.53. Owner - The Owner is the Department, Agency, Public Corporations, or any other instrumentality of the Commonwealth of Puerto Rico as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative. It shall also mean any person, or entity, named as such in the Contract Documents.

1.1.1.54. Owner-Controlled Insurance Program - also known as "OCIP". An insurance program under which

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UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

Commercial General Liability, Excess General Liability, Builder's Risk, and Contractor's Pollution Liability coverage are procured or provided by the Owner for the Contractor, Subcontractors of any tier, who have been properly enrolled, while performing operations at the Project Site.

1.1.1.55. Owner's Representative - One or more persons or entity designated by the Owner, who will perform the functions of the Owner as described in these General Conditions. The Owner's Representative may employ Project Inspectors and/or other assistants to perform any function, duty or responsibility, as delegated by the Owner's Representative, including but not limited to the detailed inspections of performance of any or all portions of the Work.

1.1.1.56. Partial Utilization - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.1.1.57. Pay Item - See Contract Item.

1.1.1.58. Payment Bond - The security required to be furnished by the Contractor and his Surety and approved by the Owner to guarantee the payment of all persons or entities supplying labor, material and equipment in the prosecution of the Work or services required for completion of the Contract.

1.1.1.59. Performance Bond - The security required to be furnished by the Contractor and his Surety and approved by the Owner to guarantee the completion of all the requirements of the Contract.

1.1.1.60. Plans - See Drawings.

1.1.1.61. Project - The total construction of which the Work to be performed under the Contract Documents is the whole, or part.

1.1.1.62. Project Inspector - The professional, duly licensed and collegiate Engineer or Architect, or a legally qualified entity, contracted and/or designated by the Owner and/or the Owner's Representative to perform, as a Project Inspector, the continuous on Site inspection of any or all portions of the Work.

1.1.1.63. Project Manager - The professional licensed and collegiate Engineer or Architect, designated in accordance with the Contract as the Contractor's authorized representative who is made by Contractor responsible for and placed in charge of the Work.

1.1.1.64. Project Manual - The bound documentary information prepared for bidding and constructing the Work.

1.1.1.65. Project Schedule - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Work within the Contract Times, as required by Article 6.4 of these General Conditions.

1.1.1.66. Reasonable Close Conformity - Compliance with reasonable and customary manufacturing and construction tolerances when working tolerances are not specified. When working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Owner or its duly authorized representative to insist upon compliance with such tolerances, the Owner or its duly authorized representative may, at his sole option and reasonable discretion, accept variations beyond such tolerances when and where they will not materially affect the value or utility of the Work and the interests of the Owner.

1.1.1.67. Reference Specifications - Specifications issued by other official and/or professional organizations that are referred to and made part of the Owner's specifications and other Contract Documents. Unless otherwise specifically indicated in the Contract Documents, references cited shall be the edition of such specifications in effect at the time the Project is advertised for bids/proposals.

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

1.1.1.68. Right of Way - A general term denoting land, property, easement or interest therein, usually in a strip, acquired for the Project or for the benefit of another project or public utility.

1.1.1.69. Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.1.1.70. Shop Drawings or Working Drawings - All drawings, diagrams, schedules, and other data or information, which are specifically prepared or assembled by or for the Contractor and submitted by Contractor to illustrate some portion of the Work.

1.1.1.71. Site - Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner that are designated for the use of Contractor. It shall also mean areas for the performance of off-site work, if same is required in the Contract Documents.

1.1.1.72. Special Conditions - Special requirements, regulations or direction, covering conditions peculiar to a particular project. Special Conditions shall prevail over particular provisions of these General Conditions only when such option is provided in any particular Article of these General Conditions by the use of words such as "unless otherwise indicated in the Contract Documents..." In all other instances these General Conditions shall prevail over any conflicting provision contained in the Special Conditions.

1.1.1.73. Specialty Item - A Contract Item, which is specifically identified in the Contract Documents as exempted from the computations to determine the total amount of the Work that the Contractor may be authorized to subcontract.

1.1.1.74. Specifications - That part of the Contract Documents consisting of written Technical Specifications, descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable to the Work.

1.1.1.75. Standard Drawings - See Standard Plans.

1.1.1.76. Standard Plans (or Standard Drawings) - Drawings approved for repetitive use, showing details to be used where appropriate, included in the Plans or published as a separate document.

1.1.1.77. Standard Specifications - The set of specifications approved by the Owner for general application and repetitive use.

1.1.1.78. Subcontractor - A Subcontractor is an individual or entity that has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor as referred throughout the Contract Documents means the Subcontractor or his authorized representative.

1.1.1.79. Substantial Completion - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner, or its authorized representative, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.1.1.80. Supplemental Agreement - A written agreement executed by the Contractor and Owner supplementing the Contract to cover Extra Work and/or changes and/or changed conditions incidental to and necessary for the acceptable completion of the Project.

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- 1.1.1.81. Supplemental Specifications - Approved additions and/or revisions to the Standard Specifications, including Technical Specifications.
- 1.1.1.82. Supplementary Conditions - That part of the Contract Documents that amends, or supplements, where allowed, these General Conditions.
- 1.1.1.83. Supplier - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work.
- 1.1.1.84. Surety - The insurance or bonding corporation or other legal entity, other than the Contractor, authorized to do business in Puerto Rico, bound with and for the Contractor for the proposal guaranty and/or the Payment Bond and/or the Performance Bond, or other bonds and insurances required by the Contract Documents.
- 1.1.1.85. Technical Specifications - The directions, provisions and requirements setting forth, or relating to, the performance of the Work and to the kind and quality of materials and labor to be furnished under the Contract for the execution of the Project. Any entity making changes in the Technical Specifications and/or Plans and Drawings, must perform so complying with all laws, codes, rules and regulations applying to them.
- 1.1.1.86. Underground Facilities/Utilities - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any easements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 1.1.1.87. Unit Price Work - Work to be paid for based on unit prices.
- 1.1.1.88. Utility - A public or privately owned agency or entity and the lines and facilities for producing, transmitting or distributing data or voice communications, power, electricity, gas, oil, gasoline, water, sewer and similar commodities for public or private use.
- 1.1.1.89. Work - The entire construction referred to in the Agreement and the performance of the services identified to be provided in the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce and make workable such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.1.1.90. Work Change Directive - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by the Owner and recommended by the Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
- 1.1.1.91. Work Order - A written order, signed by the Owner, or its duly authorized representative, which requires performance of a specific contractual issue by the Contractor without negotiation of any sort. If Contractor is not in agreement with the Work Order, he may present a Claim as established in Article 11.5.
- 1.1.1.92. Working Day - A calendar day, exclusive of Saturday and Sunday and designated legal holidays. All periods of time under the Contract Documents shall be measured in calendar days, unless Working Days are specified.
- 1.1.1.93. Working Drawings - See Shop Drawings.

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1.1.1.94. Written Amendment - See Supplemental Agreement.

1.2 **Other Terms** - The Owner's manuals and sets of regulations contain additional terms, not included above, which are used in the plans and other Contract Documents. Such terms shall be interpreted as defined in the Owner's manuals and sets of regulations.

1.3 **Terminology**

1.3.1 **Intent of Certain Terms or Adjectives.**

1.3.1.1. Unless otherwise indicated in the Contract Documents, whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Architect/Engineer as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Architect/Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions and the Contract Documents.

1.3.2 **Deficient.**

A 1.3.2.1. The word "deficient," when modifying the word "Work," refers to Work, or part of it, that is unsatisfactory, faulty, or defective in that it does not conform to the Contract Document or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Owner's Representative's recommendation of final payment, unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with these General Conditions.

1.3.3 **Furnish, Install, Perform, Provide.**

1.3.3.1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use, assembling, or installation and in usable or operable condition.

1.3.3.2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position, said services, materials, or equipment complete and ready for intended use.

1.3.3.3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

1.3.3.4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "install," "perform" and/or, "provide" is implied.

1.3.4 Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

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ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent and Interpretation of Contract Documents

2.1.1 The Contract Documents constitutes the Contract. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract Documents may be amended or modified as set forth in section 2.6.

2.1.2 The intent of the Contract Documents is to provide for the construction and completion of the Work described.

2.1.3 The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the Work in accordance with the plans, specifications and terms of the Contract Documents.

2.1.4 The relationship which the parties intend to create under the Contract Documents is that of principal and independent Contractor and nothing herein is intended or shall be construed, so as to create a relationship of any kind, form or manner, such as but not limited to partnership, co-venturers, or employment between the Owner and Contractor, unless clearly otherwise expressed in the Contract Documents.

2.2 Order of Precedence of Contract Documents

2.2.1 The Contract Documents for each particular Project shall specify the order of precedence among the diverse documents that form the Contract Documents, except for the order of precedence of the General Conditions which may not be altered unless allowed to be altered by means of the Special Conditions as described in Article 1.1.1.72. If no such order of precedence is established in the Contract Documents for the Project, the following order shall be followed:

2.2.1.1. Agreement (which shall include the Bonds and required insurance policies).

2.2.1.2. Dated Contractor's Proposal

2.2.1.3. All addenda issued prior to Bid Date. Unless no conflict exist between addenda, the issuance of a subsequent addendum will supersede all previously issued addenda.

2.2.1.4. Instructions to Bidders

2.2.1.5. The General Conditions of the Contract, (except where in accordance with Article 1.1.1.72 they are allowed to be changed by the Special Conditions).

2.2.1.6. Special Conditions.

2.2.1.7. Plans or Drawings

2.2.1.8. The Standard Drawings.

2.2.1.9. Specifications.

2.2.1.10. Technical Specifications.

2.2.1.11. Supplemental Specifications.

2.2.1.12. Standard Specifications.

23 Written Interpretations

2.3.1 Provided reasonable time is granted to Owner, written interpretations necessary for the proper execution or progress of the Work in the form of drawings, or otherwise, will be issued with reasonable promptness by the Owner, its designated representative, or Architect/Engineer so as not to adversely affect the critical path of the Project Schedule.

2.3.2 Contractor may make written request to the Owner, Owner's Representative, or the Architect/Engineer for such interpretations, when deemed necessary for the proper progress of the Work.

2.3.2.1. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents and may be effected by Field Orders.

2.3.2.2. Interpretation drawings are not necessarily changes in the Work.

2.3.3 Except as may otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

2.3.3.1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2.3.3.2. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

24 Execution and Correlation

2.4.1. The Agreement shall be signed by the Owner and Contractor or their authorized representatives. The other component parts of the Contract Documents, if not signed by the Owner or Contractor, shall be marked by their authorized representative.

2.4.2 By executing the Contract Documents, the Contractor represents that he has visited the Contract Limits within the Site, familiarized himself with the local conditions under which the Work is to be performed, correlated his observations with the requirements of Contract Documents, and accepts the same.

2.4.2.1 The Owner warrants that it has submitted all the necessary documents required of Owner to be submitted to the appropriate governmental agencies needed for the prosecution of the Work, as required by applicable laws and regulations.

2.4.3 The Owner and the Contractor acknowledge that no service or Work under the Contract Documents will be performed until both parties duly sign the Contract and the Notice to Proceed is issued.

2.4.3.1. No payment and/or disbursement will be made or paid for services rendered in violation of this clause.

2.4.4 The Contract Time.

2.4.4.1. The Contract Time must be specifically expressed on the Contract.

2.4.4.2. The Contract Time will be extended by the same number of days in which the term to execute the Work is extended by Change Orders or by any other mean allowed or permitted by the Contract or Contract Documents.

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2.4.4.3. Furthermore, the parties agree that no Work or service will be performed or received beyond Final Acceptance of the Contract.

2.4.4.4. No payment and/or disbursement will be made or paid for services rendered in violation of this clause.

2.4.5 The Contract Documents are complementary, and what is required by anyone shall be as obligatory as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided on these General Conditions necessary for the proper execution and completion of the Work.

2.4.5.1. It is not intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents.

2.4.5.2. The organization of the Specifications in divisions, sections, articles, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

2.5 Review of Contract Documents and Field Conditions by Contractor.

2.5.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents with each other and check and verify pertinent dimensions and quantities therein and all applicable field measurements.

2.5.2 Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, inconsistency, discrepancy, or omission that Contractor may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected by said conflict, error, ambiguity, inconsistency, discrepancy or omission.

2.5.2.1. However, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents, unless Contractor failed to report it to the Owner with sufficient time for the Owner to provide a solution before the critical path of the Project is affected.

2.5.2.2. If the Contractor performs any construction activity in violation of this Article 2.5, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributed to correction.

2.5.2.3. The Owner shall provide a solution to any reported conflict, error, ambiguity, discrepancy, or omission and if such solution adversely affects cost or the critical path of the Project, Owner will adjust Contract Price and Contract Time accordingly.

2.6 Amending and Supplementing Contract Documents

2.6.1 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one (1) or more of the following ways:

2.6.1.1. a Written Amendment;

2.6.1.2. a Change Order;

2.6.1.3. an Extra Work Order; or

2.6.1.4. a Work Change Directive.

2.6.2 The requirements of the Contract Documents may be supplemented and minor variations and deviations in

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the Work may be authorized, by one (1) or more of the followings ways:

2.6.2.1. a Field Order;

2.6.2.2. Owner's, or his authorized representative's, approval of a Shop Drawing or Sample; or

2.6.2.3. Owner's, his authorized representatives, or Architect/Engineer's written interpretation or clarification.

2.6.3 A modification may be made only after execution of the Contract.

2.7 Copies Furnished, Ownership and Reuse of Documents

2.7.1. The Contractor will be furnished, free of charge, four (4) complete copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction. If Contractor so requests it, Owner will also furnish, free of charge, if available, an electronic file in PLT format (plot to File) so that the Contractor may make the copies of plans and/or drawings that he needs to build the Project. If such electronic files are not available, the Owner shall allow the Contractor to prepare electronic files and to print, at Contractor's cost, but without additional payment to Owner or Architect/Engineer, those copies needed for use by Contractor.

2.7.2. All Drawings, Specifications and copies thereof furnished by the Owner, Architect/Engineer, or Owner's Representative are, and shall remain, property of the Owner.

2.7.2.1. The Contractor can make copies of all the Drawings, Specifications, and other Contract Documents without permission, and without the payment of any fees or royalties, to the Owner, Architect/Engineer, or Owner's Representative as long as they are necessary for use in the execution of the Work.

2.7.3. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Owner:

2.7.3.1. shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Owner, Architect/Engineer or Engineer's Consultant, including electronic media editions; and

2.7.3.2. shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extension of the Project or any other project without written consent of Owner.

2.7.4 This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 3- BONDS AND INSURANCE

3.1 General- For Owners with OCIP

3.1.1 The Contractor shall not commence work under the Contract until he has obtained the various insurances policies and bonds specified in the Owner's Controlled Insurance Program. Owner shall provide to Contractor an exact copy of the applicable Owner Controlled Insurance Program manual together with the Contract Documents.

3.2 General- For Owners without OCIP.

3.2.1 The Contractor shall not commence work under the Contract until he has obtained the various

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insurances and bonds specified in this section and has submitted to the Owner certificates of insurance (and other evidence requested by Owner) evidencing his compliance with the various insurance requirements set forth in this Article.

3.2.1.1. Unless otherwise indicated in the Contract Documents, Contractor must, within ten (10) calendar days from the Notice of Award, provide to Owner, in form satisfactory to Owner as provided in detail in this Article, the following:

3.2.1.1.1. Performance Bond

3.2.1.1.2. Payment Bonds

3.2.1.1.3. Workmen's Compensation Insurance Policy issued by The Puerto Rico State Insurance Fund and all Social Insurances required by law.

3.2.1.1.4. General Liability Insurance

3.2.1.1.5. Business Auto Policy

3.2.1.1.6. Contract Works Policy (Builder's Risk)

3.2.1.1.7. Installation Floater Policy (when applicable)

4 3.2.2 Notwithstanding the requirements set forth in this Article, the Owner may opt out of part of the requirements included in this Article and require any and all other policies that it understands are needed for its particular construction projects, including other policies not required herein.

3.2.2.1. However, such decision to opt out of part of the requirements of this Article must be written and signed by the Owner stating particularly the reasoning behind it. Such written decision must be made part of Owner's Project file.

3.2.3. The insurance and bond policies required herein shall be obtained from insurance and surety companies complying with the requirements of Puerto Rico's Insurance Commissioner.

3.2.3.1. Prior to Bid announcement Date, Owner will publish a list of unacceptable insurance and bonding companies so that Contractor has knowledge of which companies are not authorized to provide insurances or bonds for the Work. Unless otherwise indicated in the Contract Documents, the Contractor must obtain an endorsement naming the Owner as an additional insured in each of the required insurance policies in this Article (as applicable).

3.2.4 The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Project, maintain current, and in effect all the required insurance, except the Contract Works Policy (Builder's Risk), which shall terminate on the date of Substantial Completion.

3.2.4.1. If on the termination date of any of the policies, the Project is still under construction and the Contractor has not renewed the policies, the Owner can renew them and deduct the amount paid for the premium, and applicable costs from the next payment, only if Contractor does not remedy and provide timely evidence of coverage.

3.2.5. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the

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Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to Owner before any policy coverage is changed, canceled or not renewed and shall cause the insurance carrier to do the same.

3.2.6 Acceptance of Insurance; Option to Replace. If either Owner or Contractor has any objection to the coverage afforded by or to other provisions of the insurance required to be purchased and maintained by the other party in accordance with this Article on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within twenty (20) days after receipt of the certificates of insurance and bonds (or other such evidence) required by Article 3.1.1.

3.2.6.1. Owner and Contractor shall each provide to the other such additional information with respect to insurance provided as the other may reasonably request.

3.2.6.2. If either party fails to purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure prior to the start of the Work, or of such failure is to maintain, prior to any change in the required coverage.

3.2.6.3. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interest at the expense of the party who was required to provide such coverage, and a Change Order (or Extra Work Order in a unit price Contract) shall be issued to adjust the Contract Price accordingly.

3.2.7. If Owner finds it necessary or convenient to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in section 14.5 no such use or occupancy shall commence before the insurers providing the property insurance pursuant to section 3.6 have acknowledged notice thereof and in writing effected any changes in coverage needed thereby.

3.2.7.1. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

3.2.7.2. If the Owner accepts, occupies, or uses a portion, or portions, of the Work for its intended use, or whatever use he deems necessary or convenient, it is the Owner's responsibility to insure the property comprising said portion, or portions of the Work.

3.2.7.3. If the Contractor obtained the Contract Works Policy (Builder's Risk) for the Work, the Owner may request that Contractor continues to carry said insurance and will pay the cost, as a Change Order, based on the proportion of the occupied area versus the total Project area.

3.2.7.4. If requested by Contractor, the Owner shall supply copy of its insurance policy, and/or certificate of insurance evidencing that said portion, or portions, of the Work now under the Owner's care, custody and control is properly insured.

3.3 Performance, Payment, and Other Bonds

3.3.1. Unless otherwise stated in the Contract Documents, the Contractor must, within ten (10) calendar days from the date of Notice of Award, furnish and file with the Owner, in form satisfactory to, and with Sureties approved by the Owner, the following:

3.3.1.1. Performance Bond to guarantee the faithful performance of the Contract, in an amount equal to at least fifty percent (50%), but not more than one hundred percent (100%) of the Contract Sum, as stated in the Supplementary General Conditions of the Contract. If none is stated, the amount shall be one hundred percent

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(100%) of the Contract Sum.

3.3.1.2. Payment Bond, including Labor Bond in an amount equal to at least fifty percent (50%), but not more than one hundred percent (100%) of the Contract Sum, as stated in Supplementary General Conditions of the Contract. If none is stated, the amount shall be one hundred percent (100%) of the Contract Sum.

3.3.1.3. A separate and additional Payment Bond in an amount equal to the requirements of Law No. 111, approved June 22, 1961, as it may be amended in the future, payable to the Secretary of Labor of the Commonwealth of Puerto Rico to guarantee payment to laborers and employees of the Contractor.

3.3.1.4. Contractor shall also furnish such other Bonds as are required by the Contract Documents.

3.3.2. The Payment and Performance Bonds shall remain in effect as follows:

3.3.2.1. Under the Performance Bond: one (1) year after the date when the final payment becomes due for warranty work, as stipulated in the warranty clause, or as provided otherwise by Laws or Regulations or by the Contract Documents.

3.3.2.2. Under the Payment Bond: six (6) months after the retainage is paid in full to the Contractor, except as provided otherwise by Laws or Regulations or by the Contract Documents.

3.3.3 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations. All Bonds must be signed by an attorney in fact duly authorized by the Commissioner of Insurance of Puerto Rico, and must be accompanied by a certified copy of such power of attorney.

3.3.4 If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the Puerto Rico's Insurance Commissioner, Contractor shall within twenty (20) days thereafter substitute said Bond and Surety with acceptable substitutes.

3.4 Workmen's Compensation Insurance

3.4.1 The Contractor shall provide Worker's Compensation Insurance as required by the "Workers' Compensation Act of the Commonwealth of Puerto Rico". The Contractor shall furnish the Owner a certificate from the State Insurance Fund Corporation covered by the Workers' Compensation Act of the Commonwealth of Puerto Rico.

3.4.2 The Contractor shall also be responsible for compliance with said "Workers' Compensation Act" by all his subcontractors and agents.

3.5 Contractor's Liability Insurance

3.5.1 Contractor shall purchase and maintain the following liability insurance coverage, in an occurrence format, and other insurance as is appropriate for the Work being performed and will provide protection from claims set forth which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

3.5.1.1. Limits. Unless otherwise stated in the Special Conditions of the Contract, the liability insurance limits shall not be less than:

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3.5.1.1.1. General Aggregate Limit	\$1,000,000
3.5.1.1.2. Products/Completed Operations Aggregate Limit	\$1,000,000
3.5.1.1.3. Personal and Advertising Injury Limits	\$ 500,000
3.5.1.1.4. Each Occurrence Limit	\$ 500,000
3.5.1.1.5. Fire Damage Limit	\$ 50,000
3.5.1.1.6. Medical Expense Limit	\$ 5,000

3.5.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees;

3.5.1.3. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;

3.5.1.4. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.

A 3.5.2 The insurance policies so required by this section 3.4 to be purchased and maintained, unless otherwise specified in the Contract Documents, shall:

3.5.2.1. include at least the specific coverage and be written for no less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater,

3.5.2.2. include complete operations/premises/products insurance;

3.5.2.3. include contractual liability insurance covering Contractor's indemnity obligations under these General Conditions. Unless otherwise specified in the Contract Documents, the indemnity clause shall read as follows:

3.5.2.3.1. The Contractor for itself, agents, employees, successors and assigns agrees to save harmless the Owner, its Officers, Agents, Employees and Architect/Engineer from and against any and all claims, demands and/or suits, except as stated below, whether judicial or extra judicial for any cost whatever arising out or related to the execution of the Contract, and its insurers shall defend the Owner, its officers, agents, Employees and Architect/Engineer from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverage limits provided by the Contractor's general liability policy, except where such claims, demands and/or suits are due solely to the negligence of the Owner, its Officers, Agents, employees and negligence, errors and/or omissions of the work performed by the Architect/Engineer.

3.5.2.4. include personal & advertising liability.

3.5.2.5 include XCU hazards (Explosion, Collapse, and Underground), as applicable.

3.5.2.6. include Contractor's subcontracted work;

3.5.2.7. include fire damage and medical expenses;

3.5.2.8. remain in effect at least until Final Acceptance and at all times thereafter when Contractor may be correcting, removing or replacing Work; in accordance with section 13.7 and

3.5.2.9. Include Employer's Liability - Stop Gap coverage with a minimum limit of five hundred thousand

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dollars (\$500,000.00) each personal occurrence and five hundred thousand dollars (\$500,000.00) each accident.

3.6 Business Auto Policy

3.6.1 Automobile Liability coverage shall be written to protect the Contractor against all claims for bodily injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operations on or the site of all motor vehicles, whether they are owned, non-owned or hired.

3.6.2 Unless otherwise stated in the Contract Documents, the liability limits shall not be less than:

3.6.2.1. Bodily Injury: two hundred and fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each occurrence.

3.6.2.2. Property Damage: one hundred thousand dollars (\$100,000.00) each occurrence or two hundred and fifty thousand dollars (\$250,000.00) combined single limit for bodily injuries and property damage liability.

3.7 Contract Work-Builders Risk Insurance

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide a Builder's Risk policy for the amount of coverage set in the Contract Documents. The Builders Risk policy will insure against property damage to the building or structure being constructed or erected during the course of construction.

3.7.1.1. The description of covered property should include all fixtures, materials and supplies to be used in or incidental to, the construction. It should also cover equipment, machinery, materials, etc., not yet installed but destined to become a permanent part of the structure, on the Site or at off Site temporary storage locations.

3.7.1.2. This insurance shall be written under an Inland Marine all risk form, including earthquake, windstorm and flood coverage and shall protect the Contractor, Subcontractors, and the Owner and shall contain a waiver of subrogation clause against the insured parties.

3.7.1.3. Coverage shall be for an amount equal to the Contract Sum, unless otherwise specified in the Contract Documents.

3.7.1.4. Coverage shall include expenses incurred in the repair or replacement of any insured property.

3.7.1.5. Coverage shall include materials and/or equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and/or equipment have been included in an Application for Payment recommended by Owner.

3.7.1.6. Coverage shall allow partial utilization of the Work by Owner, if Owner complies with Article 3.2.7, herein

3.7.1.7. Coverage shall include testing and startup.

3.7.1.8. Coverage shall be maintained in effect until Substantial Completion is achieved unless otherwise agreed to in writing by Owner and Contractor with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

3.7.1.9. Unless otherwise stated in the Contract Documents, flood coverage limits shall be for the Contract Sum or up to a maximum of \$250,000.00, whichever is lower.

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3.7.1.10. Deductibles under this Policy shall be no more than:

3.7.1.10.1. Flooding no more than \$5,000.00

3.7.1.10.2. For named windstorms, or hurricanes, no more than two percent (2%) of the Contract Sum.

3.7.1.10.3. For Earthquakes, no more than five percent (5%) of the total Contract Sum.

3.7.2. If the Contract Documents specify that Owner shall purchase the Builders Risk policy, said policy shall be under the same or better terms and conditions, than those indicated in section 3.6. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this section 3.6, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order or Written Amendment.

3.7.2.1. Unless otherwise provided in the contract Documents, Owner shall be responsible for the deductible under this policy.

3.7.2.2. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

3.7.3. The Contract Documents shall set forth, whenever applicable, which party shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will insure the interest of Owner, Contractor, and Subcontractors, each of whom is deemed to have an insurable interest and each shall be listed as an insured or additional insured. Unless otherwise set forth in the Contract Documents, said insurance, if needed, shall be purchased and paid for, by the Owner.

3.7.4. Receipt and Application of Insurance Proceeds

3.7.4.1. If Owner purchases said insurance, Owner is authorized and shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to Owner's exercise of this power within fifteen (15) days after the occurrence of loss.

3.7.4.2. Owner shall settle with the insurers in accordance with what is agreed by the parties who own the insurable interest.

3.7.4.3. If no such agreement among the parties in interest is reached, Owner shall, on behalf of all parties, adjust and settle the loss with the insurers.

3.8 Installation Floater Policy

3.8.1. This policy shall be provided by the Contractor when Builders Risk policy does not apply and coverage is required for only a specific type of property during its installation.

3.8.2. The limit of insurance shall include the aggregate value of the Contractor's, Subcontractor's, or Owner's furnished equipment and materials to be erected or installed by the Contractor.

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3.8.3. This insurance shall be written under an Inland Marine all risk form, including earthquake, windstorm and flood coverage and shall protect the Contractor, Subcontractors, and the Owner and shall contain a waiver of subrogation clause against the insured parties.

3.9 Subcontractor's and Subcontractor's Liability Insurance.

3.9.1. Unless otherwise indicated in the Contract Documents, the Contractor shall, throughout the performance of Work under the Contract, procure and maintain in effect, and require all Subcontractors and others performing any such Work to procure and maintain in effect, insurance of the types applicable and with limits no less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

3.10 Owner's Liability Insurance.

3.10.1 In addition to the insurance required to be provided by Contractor under Article 3.4, Owner, at Owner's option, may purchase and maintain Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

ARTICLE 4-SITE

4.1 Availability of Lands

4.1.1. Unless otherwise stated in the Contract Documents, Owner shall furnish the Site.

4.1.1.1. Owner shall notify Contractor of any known encumbrances or restrictions specifically related to use of the Site with which Contractor must comply in performing the Work.

4.1.1.2. Owner will obtain in a manner that does not adversely affect the critical path of the Work the easements for permanent structures or permanent changes to existing facilities.

4.1.1.3. If Contractor and Owner are unable to agree on the entitlement to or on the amount of any adjustment in the Contract Price or Contract Time, or both, as a result of any delay in Owner's complying with the responsibilities indicated above, Contractor may make a Claim therefore as provided in section 11.5.

4.1.2. Contractor shall secure and provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Subsurface and Physical Conditions

4.2.1. Reports and Drawings. The Supplementary Conditions identify:

4.2.1.1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Architect/Engineer has used in preparing the Contract Documents; and

4.2.1.2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Architect/Engineer has used in preparing the Contract Documents.

4.2.2. Limited Reliance by Contractor on Technical Data Provided. On lineal type projects, Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are

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not part of the Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data", Contractor may not rely upon or make any Claim against Owner, Architect/Engineer, or any of Architect/Engineer's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for Contractor's construction purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

4.2.2.2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

4.2.2.3. any Contractor interpretation of, or conclusion drawn from, any "technical data" or any such other data, interpretations, opinions, or information.

4.2.3. Reliance by Contractor on Technical Data Provided. On building construction projects, Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, and such reports and drawings are part of the Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data", Contractor may not rely upon or make any Claim against Owner, Architect/Engineer, or any of Architect/Engineer's Consultants with respect to:

4.2.3.1. the completeness of such reports and drawings for Contractor's construction purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

4.2.3.2. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.3 Differing Subsurface or Physical Conditions

4.3.1. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

4.3.1.1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in section 4.2 is materially inaccurate; or

4.3.1.2. is of such a nature as to require a change in the Contract Documents; or

4.3.1.3. differs materially from that shown or indicated in the Contract Documents; or

4.3.1.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor, shall promptly, in no event later than 3 working days, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Article 6.16), notify Owner's Representative, Owner and Architect/Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.3.2. Architect/Engineer's and/or Owner's Representative Review. After receipt of written notice as required by the preceding Article, Architect/Engineer and/or Owner's Representative will promptly review the pertinent condition and determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing of Architect/Engineer's and/or Owner's Representative findings and conclusions.

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4.4. Price and Time Adjustments

4.4.1. The Contract Price, or the Contract Time, or both will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's costs of, or time required for, performance of the Work; subject, however, to the following:

4.4.1.1. such condition must meet any one or more of the categories described in Article 4.3.1; and

4.4.1.2. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of section 11.3.

4.4.2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:

4.4.2.1. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Price and Contract Time by the submission of a Bid or by becoming bound under a negotiated contract; or

4.4.2.2. the existence of such condition could reasonably have been discovered or revealed as a result of any visual examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by Contractor prior to Contractor's making such final commitment; or

4.4.2.3. Contractor failed to give the written notice within the time and as required by Article 4.3.1.

4.4.3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price, or Contract Time, or both, a Claim may be made therefore as provided in section 11.5.

4.5. Underground Facilities

4.5.1. Shown or Indicated. The information and/or data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner's Representative, Owner or Architect/Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.5.1.1. Owner and Architect/Engineer shall be responsible for the reasonable accuracy or completeness of any such information or data; and

4.5.1.2. the costs of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

4.5.1.2.1. reviewing and checking all such information and data;

4.5.1.2.2. locating all Underground Facilities shown or indicated in the Contract Documents;

4.5.1.2.3. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

4.5.1.2.4. the safety and protection of all such Underground Facilities and repairing any damage thereto

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resulting from the Work.

4.5.2. Not Shown or Indicated.

4.5.2.1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Article 14.13), notify said findings in writing to the owner of such Underground Facility, Owner's Representative and Architect/Engineer.

4.5.2.2. Architect/Engineer, Owner's Representative and Owner will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility.

4.5.2.3. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

4.5.2.4. If Owner's Representative concludes that a change in the Contract Documents is required, a Work Change Directive, Change Order or Extra Work Order will be issued to reflect and document such consequences.

4.5.2.4.1. An equitable adjustment shall be made to the Contract Price or Contract Time, or both, if warranted under this Article 4.5.

4.5.2.4.2. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Time, Owner or Contractor may make a Claim therefore as provided in section 11.5.

4.6. Reference Points

4.6.1. In projects requiring construction of buildings, at the beginning of the project, the Owner will set construction stakes establishing sufficient property lines, baseline and a bench mark. These stakes and marks will constitute all the surveying work the Owner will provide for the use of the Contractor. From the above-mentioned stakes and marks, the Contractor shall develop and establish all necessary marks and controls to perform his work. The Contractor will be held responsible for the preservation of original stakes and marks provided by the Owner at the beginning of the project, and if any of these stakes or marks are carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be at Contractor's expense. The Owner will be responsible for the accuracy of the original lines and marks furnished to the Contractor.

4.6.1.1. In lineal projects, Owner shall provide engineering surveys to establish reference points for construction which, in Architect/Engineer's judgment, are necessary to enable Contractor to proceed with the Work.

4.6.2. Contractor shall be responsible thereafter for establishing the reference points and property monuments in accordance with the survey provided by Owner and laying out the Work, shall protect and preserve the reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall be responsible for replacing the established reference points and property monuments, if affected during construction.

4.6.3. Contractor shall report to Owner's Representative and Architect/Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

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4.7. Hazardous Environmental Condition at Site

4.7.1. Reports, Studies and Drawings. Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Architect/Engineer in the Preparation of the Contract Documents.

4.7.2. Limited Reliance by Contractor on Technical Data Provided. On lineal type projects, Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not part of the Contract Documents. Such "technical data" is identified in the Technical Specifications. Except for such reliance on such "technical data", Contractor may not rely upon or make any Claim against Owner, Architect/Engineer, or any of Architect/Engineer's Consultants with respect to:

4.7.2.1. the completeness of such reports and drawings for Contractor's construction purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

4.7.2.2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

4.7.2.3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.7.3. Reliance by Contractor on Technical Specifications Provided. On building construction projects, unless otherwise indicated in the Contract Documents, Contractor may rely upon the general accuracy of the "technical data" contained in such Technical Specifications and/or Plans and Drawings. Except for such reliance on such "technical data", Contractor may not rely upon or make any Claim against Owner, Architect/Engineer, or any of Architect/Engineer's Consultants with respect to:

4.7.3.1. the completeness of such reports and drawings for Contractor's construction purposes, including any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

4.7.3.2. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.7.4. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.

4.7.5. Contractor shall be responsible for Hazardous Environmental Conditions created due to any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

4.7.6. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

4.7.6.1. at Owner's cost, secure or otherwise isolate such condition, if it is not the Contractor's fault; or at Contractor's cost, if it is his fault, or anyone for whom Contractor is responsible;

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4.7.6.2. stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by section 6.13 and 14.13); and

4.7.6.3. notify Owner's Representative, Owner and Architect/Engineer and promptly thereafter confirm such notice in writing, no later than 24 hours after the condition has been encountered. Failure to do so shall constitute a waiver of any claim in connection thereto.

4.7.6.3.1. Owner shall promptly consult with Architect/Engineer and/or Owner's Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action.

4.7.7. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner's Representative has obtained any required permits related thereto and delivered to Contractor written notice:

4.7.7.1. specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or

4.7.7.2. specifying any special conditions under which such Work may be resumed safely.

4.7.7.3. If Owner, through Owner's Representative, and Contractor cannot agree as to entitlement to, or on the amount or extent, if any, of any adjustment in Contract Price or Contract Time, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Article 11.5.

4.7.8. If after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner's Representative may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.

4.7.8.1. If Owner, through Owner's Representative, and Contractor cannot agree as to entitlement to, or on the amount or extent, if any, of an adjustment in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Article 11.5.

4.7.8.2. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

4.7.9. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition:

4.7.9.1. was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and

4.7.9.2. were not created by Contractor or by anyone for whom Contractor is responsible.

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4.7.9.3. Nothing in this Article shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.7.10. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify and hold harmless Owner's Representative, Owner, Architect/Engineer, Architect/Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

4.7.10.1. Nothing in this Article shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.7.11. The provisions of sections 4.2, 4.3 and 4.4 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5-OWNER

5.1 General

5.1.1. Owner's responsibilities and obligations are expressed throughout these General Conditions and are not limited to the ones contained in this Article.

5.1.2. All functions of the Owner will be performed by the Contracting Officer, unless delegated to others in the Contract Documents.

5.1.3. The Contracting Officer may delegate his full authority to another person, and to that effect shall notify the Contractor by written communication.

5.1.4. Unless otherwise specified in the Contract Documents, the person signing this Contract shall be interpreted to mean the Contracting Officer.

5.2 Information and Services Required of the Owner

5.2.1. The Owner shall furnish all available information describing the Project including, but not limited to, physical characteristics, legal limits and utility locations for the Project.

5.2.1.1. Said information should have been made available with reasonable time, and, unless otherwise specified in Bid Documents, prior to bid opening.

5.2.2 Before commencement of the Work, as specified in the Notice to Proceed, the Owner shall inform the Contractor in writing the name of the Owner's Infrastructure Area Director, Architect/Engineer, Contracting Officer, Owner's Representative and Project Inspector, if applicable. Owner reserves the right to change, from time to time, the designated persons or entities and any other designated representative who will perform the functions of the Owner. The Notice to Proceed shall also indicate the day of the week on which Contractor and Owner's Representative shall hold their weekly meeting to discuss matters related to the Project. The Owner's Representative may, from time to time, change said date of the week.

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5.2.3 Furnishing of Right of Way - The Owner will be responsible for obtaining the necessary rights-of-way in advance of construction. Any exceptions will be indicated in the Contract Documents.

5.2.4 Information or services to be provided by Owner shall be furnished by the Owner with reasonable promptness so as to avoid any delay in the orderly programmed progress of the Work.

5.3 Pay Promptly When Due

5.3.1. Owner shall make payments to Contractor promptly when they are due.

5.4 Owner's Right to Stop the Work

5.4.1. The Owner's Representative and/or Owner may in accordance with Article 15.1.2 order the Contractor to stop the Work, or any portion thereof if the Contractor:

5.4.1.1. fails to start (and expeditiously continues) correcting defective work promptly after Contractor is notified in writing by the Owner;

5.4.1.2. persistently fails to supply materials or equipment in accordance with the Contract Documents; or

5.4.1.3. for any other significant reason deemed necessary to insure the proper execution of the Contract until the cause for such order has been eliminated.

5.5 Owner's Right to Carry Out the Work Without Terminating the Employment of the Contractor

5.5.1. If the Contractor persistently neglects to carry out the Work in accordance with the Contract Documents or persistently fails to comply with any provision of the Contract, the Owner, through the Owner's Representative, may, after ten (10) days written notice to the Contractor and Surety, if any, and without prejudice to any other remedy he may have, perform said Work and/or, remedy such deficiencies.

5.5.1.1. In such case, an appropriate deduction for the cost of performing said Work and/or correcting such deficiencies shall be made from the payments then, or thereafter, due the Contractor. If the payments then, or thereafter, due the Contractor are not sufficient to cover such amount, the Contractor and/or surety shall pay the difference to the Owner.

5.5.2. The cost to be charged to Contractor of such Work, repairs or replacement, will be the actual cost incurred by Owner.

5.6 Owner's Right to Clean Up

5.6.1. If a dispute arises between the separate contractors in the Project as to their responsibility for cleaning up as required by these General Conditions, the Owner may, after written notice to Contractor, clean up and charge the cost thereof to the several contractors in the proportion that the Architect/Engineer, or the Owner's Representative, determines equitable. If the Contractor is not in agreement with the cost distribution, he may make a claim as provided in Article 11.5.

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5.7 Evidence of Financial Arrangements

5.7.1. Upon Contractor's request, Owner will furnish Contractor reasonable evidence that financial arrangements have been made for the payment of Owners' obligations under the Contract, and that all documentation for said purpose has been filed pursuant to applicable Laws and Regulations.

5.7.1.1. If requested in writing by Contractor, Owner shall supply reasonable written evidence that Owner has complied with these requirements.

5.8 Limitations on Owner's Responsibilities

5.8.1. Unless otherwise provided in the Contract Documents the Owner, through Owner's Representative, shall have no authority over, nor responsibility for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or shall not be held responsible for any failure of Contractor to comply with Laws or Regulations applicable to the performance of the Work. Owner's Representative, or Owner, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 6 - CONTRACTOR

6.1 Supervision and Superintendence

6.1.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

6.1.1.1. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of Owner or Architect/Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Documents.

6.1.1.1.1. When the Contract Documents specify the use of a specific means, method, technique, sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Document, such means, method, technique, sequence, or procedure of construction shall be used unless others are authorized by the Owner's Representative.

6.1.1.1.2. If the Contractor desires to use a means, method, technique, sequence, or procedure of construction other than specified in the Contract Documents, he shall request authority from the Owner's Representative to do so.

6.1.1.1.2.1. The request shall be in writing and shall include a description of the methods and equipment proposed and of the reasons for desiring to make the change.

6.1.1.1.2.2. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the Contract Documents.

6.1.1.1.2.3. If, after trial use of the substituted methods or equipment, the Owner's Representative determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and

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equipment.

6.1.1.1.2.4. The Contractor shall remove the deficient Work and replace it with Work of specified quality, or take such other corrective action as the Owner's Representative may direct.

6.1.1.1.2.5. No change will be made in the Contract amount for the construction items involved or in Contract Time as a result of authorizing a change in methods or equipment under these provisions.

6.1.1.1.3. Contractor shall be responsible to ascertain that the completed Work complies accurately with the Contract Documents.

6.1.2. Project Manager. Unless otherwise indicated in the Contract Documents, the Contractor shall employ a competent licensed and collegiate architect or engineer, as the Project Manager, and necessary assistants to direct the Work. These assistants shall be in attendance at the project site at all times during the prosecution of the Work. The Project Manager shall be satisfactory to the Owner or his representatives and shall not be changed except with the consent of the Owner, unless the Project Manager proves to be unsatisfactory to the Contractor (and Contractor gives Owner written notice of the specific reason for removal as Project Manager) or ceases to be in Contractor's employ.

6.1.2.1. The Project Manager will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. The Contractor, prior to the start of the Project, will inform the Owner's Representative, if already assigned, or the Owner, if not assigned, the name, authority and responsibilities of the Project Manager and/or Superintendent.

6.1.2.1.1. All communications given or received from the Project Manager shall be binding on Contractor. All communications related to the Contract directed to the Contractor and/or proceeding from the Owner, Architect/Engineer, Owner's Representative and other representatives of the Owner shall be made thru the Project Manager.

6.2 Labor and Working Hours

6.2.1. Contractor shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents.

6.2.1.1. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ in relation to the Project or the Work any unfit person or anyone not skilled in the task assigned to him.

6.2.1.1.1. The Contractor shall be responsible to the Owner for the acts and omissions of all of his employees and all subcontractors, their agents and employees and all other persons performing any work under a contract with the Contractor.

6.2.1.2. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and within the time required in the Contract Documents.

6.2.1.2.1. Workers engaged in special work or skilled work shall have sufficient experience in the performance of such work and in the operation of the equipment and tools to perform it properly and satisfactorily.

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6.2.1.2.2. Any person employed by the Contractor or by a subcontractor who, as determined by the Owner's Representative, does not perform his work in a proper and skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable shall, at the written request of the Owner's Representative, be removed forthwith by the Contractor or Subcontractor employing such employee, and such person shall not be employed again on any portion of the Work without the written consent of the Owner's Representative. Owner's Representative shall specify, in writing, the reason for the removal of such person from the jobsite.

6.2.1.2.2.1. Should the Contractor fail to remove such person or persons as required herein, the Owner may withhold payment of estimates which are or may become due, or may suspend the Work by written notice until such orders are complied with.

6.2.2. Except as otherwise required for the safety or protection of persons or the Work or property at the Site, or adjacent thereto, or for completion of daily Work as provided in Article 9.1.2.2.2. or as otherwise stated in the Contract Documents, all Work shall be performed during regular working hours and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Owner's Representative's written consent (which will not be unreasonably withheld).

6.2.2.1. The Contractor shall comply with all the applicable Federal and Commonwealth laws, rules and regulations concerning fair labor practices including minimum wages, work hours, equal employment opportunities, non-discrimination, civil rights, employment of minors, and other labor relation matters.

6.2.2.2. The Contractor shall pay weekly, in lawful money of the United States of America, including payment by check or direct deposit, the entire amount of wages, less legally authorized or mandated deductions, earned by each of the laborers and employees engaged in the work.

6.2.2.2.1. The Contractor shall make available the Project payrolls to the Owner's Representative for inspection and shall submit copies of such payrolls to the Owner's Representative when required.

6.2.2.2.1.1. Any irregularities noted in the Project's payrolls will be brought to the attention of the Contractor by the Owner's Representative for appropriate corrective action and payment of any pending wages. Should the Contractor fail to take the necessary action, he will be subject to such civil and criminal proceedings as provided by law and regulations.

6.2.2.2.1.2. Payment of wages to laborers and employees of the Contractor for their work shall have preference over the payment of other debts of the Contractor, except as otherwise established by law.

6.3 Services, Materials, and Equipment

6.3.1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

6.3.2. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents.

6.3.2.1. All warranties and guarantees required by the Contract Documents shall expressly benefit Owner.

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6.3.2.2. If required by Owner's Representative, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

6.3.2.3. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.4 Progress and Other Schedules

6.4.1. Measurement and payment.

6.4.1.1. Unless otherwise specified in the Contract Documents, all costs in connection with the preparation and maintenance of schedules, workplans, submittals and other work specified in this Article 6.4 are to be included and form part of the project's general administrative expenses. Contractor's Cost for said work required in Article 6.4 shall not be paid as a separate pay item in Unit Price contracts or as a Schedule of Values item, in Lump Sum contracts.

6.4.2. General.

6.4.2.1. Progress schedules shall represent a practical plan to complete the Work within the Contract Time, and shall convey the Contractor's intent as to the manner of prosecuting the progress of the Work.

6.4.2.2. The scheduling and execution of construction in accordance with the Contract Documents are the responsibility of the Contractor. The Contractor shall involve and coordinate all Subcontractors and Suppliers in the development and updating of progress schedules.

6.4.2.3. The submittal of progress schedules shall be understood to be the Contractor's representation that the progress schedule meets the requirements of the Contract Documents and that the Work is expected to be executed in the sequence and duration indicated in the progress schedule.

6.4.3. Scheduling format.

6.4.3.1. The Project Schedule shall be computer produced using the Critical Path Method ("CPM") format. The schedule shall be computer generated utilizing an Owner approved project scheduling software, as indicated in the Contract Documents, such as Primavera, Microsoft Project, or SureTrak. The project scheduling software selected shall be used consistently from commencement to Final Acceptance of the Project. If the Contractor desires to use a project scheduling software other than the one specified in the Contract Documents, he shall request authorization from the Owner's Representative to do so, prior to the issuance of the Notice to Proceed. If the Contract Documents do not indicate a specific scheduling program, the Contractor may use any of the three mentioned herein, at his sole option.

6.4.3.2. The Project Schedule shall be updated monthly and submitted as indicated in Article 6.4.4.

6.4.3.3. The schedule shall show Contract tasks, percent complete, progress bars, baseline schedules, milestones, start and finish dates, and other breakdowns as required by the Owner's Representative. The schedules shall show clearly the sequence of activities and shall list specifically the following activities:

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6.4.3.3.1. interim milestones completion dates. Phasing and staging of the Work as specified shall be prominently identified;

6.4.3.3.2. submittals and the Owner's Representative review of submittals;

6.4.3.3.3. acquisition of permits;

6.4.3.3.4. any long lead time (over 60 days) orders for material and equipment;

6.4.3.3.5. work to be performed by other contractors and agencies;

6.4.3.3.6. delivery of Owner's furnished equipment and materials indicated for incorporation in the Work.

6.4.3.4. Descriptions of scheduled activities shall include sufficient detail to identify the work that is to be accomplished.

6.4.3.4.1. The schedule shall contain sufficient activities to clearly show the sequence and interdependencies of the Work. The Owner's Representative may request that additional activities and information be added and from time to time may also require reasonable amendments to the schedule format that result in more clarity as to how the information is presented.

6.4.3.4.2. Activity durations shall be expressed in whole days. Work that is to be performed by Subcontractor shall be clearly defined.

6.4.3.4.3. Critical path activities are those activities with a total float equal to or less than zero. Schedules with negative total float may be found to be impractical by the Owner's Representative.

6.4.3.4.4. A schedule showing that Work that is completed in less than the completion time specified, shall be considered to have float. The float shall be the time between the scheduled completion of the Work and the Contract completion date. Float time shall not be for the exclusive benefit of either the Owner or the Contractor. Float shall be a resource available to both parties.

6.4.3.4.4.1. If according to the critical path of the originally approved Project Schedule any party that generates a float in said critical path, then said float shall belong exclusively to the party generating said float.

6.4.3.4.5. A schedule found to be impractical for the preceding reasons or any other reasons shall be revised by the Contractor and resubmitted.

6.4.4 Submittals.

6.4.4.1. Within thirty (30) days after the effective date of the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to Owner's Representative for its timely review:

6.4.4.1.1. a preliminary progress schedule indicating the times (numbers and days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

6.4.4.1.2. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

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6.4.4.1.3. a preliminary schedule of values for all of the Work, as specified on Article 13, herein.

6.4.4.2. Submit one (1) electronic copy and the number of hard copies of the Submittals required in Article 6.4 which the Contractor requires to be returned, plus three (3) hard copies which will be retained by the Owner.

6.4.4.3. Schedule submittals will be reviewed by the Owner's Representative, and shall be updated and revised as indicated in section 6.4.6. Re-submittals shall conform to the same requirements as original submittals.

6.4.4.4. The Contractor shall prepare and submit all schedules and schedule analysis reports in electronic as well as hard copies.

6.4.4.5. All progress schedule submittals are subject to review and approval by the Owner's Representative.

6.4.4.5.1. Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the Application for Payment, a conference, to be attended by Contractor, Owner's Representative, Architect/Engineer, and others as appropriate, will be held to review for purposes of acceptability to Owner's Representative, as provided below, the progress schedules submitted in accordance to Article 6.4.4.1. If said meeting is not held, for reasons other than due to the fault of the Contractor, or if the Owner's Representative does not provide timely approval, or corrections, to the submitted submittals specified in Article 6.4.1., all the previously submitted submittals shall be considered approved, provided Contractor has given notice directly to Owner as required in Article 17.3.2.

6.4.4.5.1.1. Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. Owner's Representative shall approve said corrections within a period of ten (10) days from the date of re-submittal otherwise they shall be considered approved, provided Contractor has given notice directly to Owner as required in Article 17.3.2.

6.4.4.5.1.1.1. The third progress payment shall not be paid to Contractor until acceptable schedules are submitted to Owner's Representative, or until schedules are considered approved as specified herein.

6.4.4.5.1.1.2. The Progress Schedule will be acceptable to Owner's Representative if in accordance with the Agreement it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Time.

6.4.4.5.1.1.3. Contractor's schedule of Shop Drawings and Sample submittals will be acceptable to Owner's Representative if it provides, in Owner's sole discretion, a workable arrangement for reviewing and processing the required submittals.

6.4.4.6. The first schedule submitted by the Contractor will be reviewed for format, as well as content. The Owner's Representative may request format changes. Once the format has been approved, all subsequent schedules shall be submitted in the approved format.

6.4.5 Four-week work plan.

6.4.5.1. A schedule in calendar time-scaled bar chart format depicting the Contractor's intended work activities for the upcoming four (4) week period shall be submitted on a monthly basis and shall be due on the day of the project's weekly meeting. Each activity of one (1) day or more in duration shall be indicated.

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6.4.5.2. Any deviations, such as sequences of work, timing, and durations of activities from the approved Project Schedule, shall be noted and explained in writing.

6.4.5.3. The four (4) week work plan shall be submitted on sheets not less than 8 1/2 inches by 11 inches, or as approved by the Owner's Representative.

6.4.6. Review, updates and revisions

6.4.6.1. The Owner's Representative will review and return to Contractor the schedule submittals, with written comments, within the following deadlines counted from the date of receipt.

6.4.6.1.1. Project CPM schedule: 14 calendar days.

6.4.6.1.2. Four (4) week work plan: 8 calendar days.

6.4.6.2. The Contractor shall make all corrections to the Project Schedule requested by the Owner's Representative and resubmit the schedule for approval. If the Contractor does not agree with the Owner's Representative's comments, the Contractor shall provide written notice of disagreement within five (5) days from the receipt of the Owner's Representative's comments. The Owner's Representative's comments on the four (4) week work plan for which the Contractor disagrees shall be resolved in a meeting held for that purpose, if necessary.

6.4.6.3. At least once each month, or often if indicated in the Contract Documents, the Contractor shall submit an updated schedule showing the progress of the Work to date and anticipated activities to be worked on. All updated schedules must comply with Article 6.4.

6.4.6.4. If, according to the approved Project Schedule, the Contractor is thirty (30) or more days behind as to the completion date of any milestone, or the schedule contains thirty (30) or more days of negative float, considering all approved time extensions, the Contractor shall submit a revised schedule, showing a practical plan to complete the Work within the Contract Time.

6.5 Submittals for Approval, Substitutes and/or "Equals"

6.5.1. Submittal for Approval of Materials, Shop Drawings and Samples; Plans and Working Drawings; As-Built Plans.

6.5.1.1. The Contractor shall submit all submittals for approvals of Materials, Shop Drawings and Samples to the Owner's Representative. The Owner's Representative will either perform the review and approval, or forward the Contractor's submittal to the Architect/Engineer's for his review and approval, in accordance with the accepted itinerary for Shop Drawings and Sample submittals.

6.5.1.2. All submittals will be identified as required by Owner's Representative and presented with the number of copies specified in the Contract Documents. If a number is not mentioned, seven (7) copies will be submitted. Of these seven (7) copies, four (4) shall be returned, duly evaluated, to the Contractor.

6.5.1.3. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner's Representative the services, materials, and equipment Contractor proposes to provide and to enable Owner's Representative to review the

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information for the limited purposes of complying with the requirements of Article 6.17.

6.5.1.4. The Architect/Engineer or the Owner's Representative shall have the following deadlines within which to approve, request additional information or reject any Submittal for Approval of Materials, Shop Drawings and Samples:

6.5.1.4.1. For Materials, Shop Drawings or Samples which are the ones specified in the Contract Documents or are, in the opinion of the Owner's Representative, non-complex Shop Drawings or Materials, the Architect/Engineer or Owner's Representative shall have a period of ten (10) working days.

6.5.1.4.2. For Materials, Shop Drawings or Samples not complying with the requirements indicated in the previous Article, the period shall be twenty (20) working days.

6.5.1.4.3. If no comment by the Architect/Engineer or Owner's Representative is made within said period of time, the Contractor will have the right to Claim if said delay impacts the critical path.

6.5.1.4.4. The above mentioned deadlines can be extended if requested in writing by the Architect/Engineer and/or Owner's Representative as long as approval is made within a time period that does not alter the critical path. Such request for extension shall not be unreasonably denied.

6.5.1.5. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which it is intended or otherwise as Owner's Representative may require, to enable the Architect/Engineer or the Owner's Representative to review the submittal for the limited purposes of complying with the requirements of Article 6.17.

6.5.1.5.1. The numbers of items each Sample to be submitted will be as specified in the Specifications. If no number of items is mentioned, three (3) samples will be submitted. Of these, three (3) samples, two (2) shall be returned, duly evaluated, to the Contractor.

6.5.2. Where an approval of Materials, Shop Drawing or Samples is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals, any related Work performed, including materials purchases, prior to Owner's Representative or Architect/Engineer's review and approval of the pertinent submittal will be at the sole responsibility of Contractor.

6.5.3. Submittal Procedures.

6.5.3.1. Before delivering each submittal for approvals of Material, Shop Drawing or Sample, Contractor shall have:

6.5.3.1.1. verified that all shop drawing measurements, quantities, shop drawing dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information are in accordance with the Contract Documents and if not in accordance, ascertained that all variations are indicated in the submittal;

6.5.3.1.2. verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

6.5.3.1.3. verified all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

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6.5.3.1.4. Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents.

6.5.3.2. Each submittal shall bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. If required in the Special Conditions, submittals for Materials and Samples must bear a notarized certificate of compliance.

6.5.3.3. At the time of each submittal, Contractor shall give Owner's Representative specific written notice of such variations, if any, that the submittal for approvals of material, Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication included with the submittal.

6.5.4. The Architect/Engineer or Owner's Representative's Review.

6.5.4.1. Owner's Representative, either himself or through the Architect/Engineer, will perform a timely review, evaluation and comment of Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to Owner's Representative. If no comment by the Owner's Representative is made within the time stated in this Article 6.5 the Contractor will have the right to claim pursuant the provisions of Article 11.5, if said delay impacts the critical path.

6.5.4.1.1. The Architect/Engineer or the Owner's Representative review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

6.5.4.1.2. The Architect/Engineer or the Owner's Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

6.5.4.1.2.1. The review and approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.

6.5.4.1.3. The Architect/Engineer or the Owner's Representative's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called the Architect/Engineer or the Owner's Representative attention to each such variation at the time of each submittal as required by Article 6.17 and the Architect/Engineer or the Owner's Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by the Architect/Engineer or the Owner's Representative relieve Contractor from responsibility for complying with the requirements of Article 6.17.

6.5.5. Re-submittal Procedures.

6.5.5.1. Contractor shall make corrections required by the Architect/Engineer or the Owner's Representative and shall return the required copies of materials submittals, the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval.

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6.5.6 Substitutes and "Or-equals".

6.5.6.1. Whenever an item or material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner's Representative for review under the circumstances described below. The Contractor will present his submittal for approval, indicating whether the item of material or equipment proposed is an Or Equal or a Substitute.

6.5.6.2. "Or-Equal" Items: If in Owner's Representative's sole discretion an item, or material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it will be considered by Owner's Representative as an "or-equal" item, in which case review and approval of the proposed item be accomplished without compliance with the special requirements for approval of the proposed substitute items and be acceptable or acceptable with comments. Owner's Representative's basis for rejection of the item of material or equipment as an "or equal" material shall be written and may be subject to appeal, as specified in Article 11.5 of these General Conditions, by Contractor. For the purposes of this Article, a proposed item of material or equipment will be considered functionally equal to an item so named if:

6.5.6.2.1. In the exercise of reasonable judgment, Owner's Representative determines that:

6.5.6.2.1.1. it is at least equal in quality, durability, appearance, strength, and design characteristics;

6.5.6.2.1.2. it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

6.5.6.2.2. Contractor certifies that:

6.5.6.2.2.1. there is no increase in cost to the Owner; and

6.5.6.2.2.2. it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

6.5.6.2.2.3. Owner's Representative shall make the decision on the "or equal" material with sufficient time so as not to alter the Contractor's Programmed Schedule of the Work. If no comment by the Owner's Representative is made within said period of time, the Contractor will have the right to Claim pursuant the provisions of Article 11.5 if said delay impacts the critical path.

6.5.6.3. Substitute Items

6.5.6.3.1. If in Owner's Representative's sole discretion an item or material or equipment proposed by Contractor does not qualify as an "or-equal" item under Article 6.5.6, it will be considered a proposed substitute item.

6.5.6.3.2. Contractor shall submit sufficient information as provided below to allow Owner's Representative to determine that the item or material or equipment proposed is essentially equivalent to that specified and an acceptable substitute therefore.

6.5.6.3.2.1. Requests for review of proposed substitute items, material or equipment will not be accepted by

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Owner's Representative from anyone other than Contractor.

6.5.6.3.3. The procedure for review by Owner's Representative will be as set forth in Article 6.5.6, as supplemented in these General Conditions and as Owner's Representative may decide is appropriate under the circumstances.

6.5.6.3.4. Contractor shall first make written application to Owner's Representative for review of a proposed substitute item, material or equipment that Contractor seeks to furnish or use.

6.5.6.3.4.1. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.

6.5.6.3.4.2. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's timely achievement of Substantial Completion, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

6.5.6.3.4.3. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated.

6.5.6.3.4.4. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Owner's Representative in the evaluation of the proposed substitute item.

6.5.6.3.4.5. Owner's Representative may require Contractor to furnish additional data about the proposed substitute item.

6.5.6.3.5. Owner's Representative shall make the decision on the "substitute" material with sufficient time so as not to alter the critical path. If no comment by the Owner's Representative is made within said period of time, the Contractor will have the right to Claim pursuant the provisions of Article 11.5 if said delay impacts the critical path.

6.5.6.3.6. Owner's Representative's basis for rejection of a "substitute" material shall be written and may be subject to appeal and Claim by Contractor, as specified in Article 11.5.

6.5.6.4. If a Substitute item is approved by the Owner and such change affects the Contract Price, then the Contract Price shall be equitably adjusted.

6.5.7. Substitute Construction Methods or Procedures.

6.5.7.1. If a specific means, method, technique, sequence, or procedure of construction is shown, or indicated in, or expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner's Representative.

6.5.7.1.1. Contractor shall submit sufficient information to allow Owner's Representative, in Owner's

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Representative's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. Such submittal shall be made with sufficient time as to allow the Owner's Representative to review it.

6.5.7.1.1.1. The procedure for review by Owner's Representative will be similar to that provided in section 6.5.6 but no Claim may be made by contractor due to untimely evaluation by Owner.

6.5.8. Owner's Representative's Evaluation.

6.5.8.1. Owner's Representative or Architect/Engineer will be allowed a reasonable time, which will not unreasonably delay the critical path of the Work, within which to evaluate each proposal or submittal made pursuant to Article 6.5.

6.5.8.2. Except as provided above, Owner's Representative will be the sole judge of acceptability.

6.5.8.3. No "or-equal" or substitute will be ordered, installed or utilized until Owner's Representative's review is complete, which will be evidenced by written approval by Owner for a substitute or an approved Shop Drawing or an "or-equal."

6.5.8.4. Owner's Representative will advise Contractor in writing of any negative determination.

6.5.8.5. Owner's Representative will charge Contractor for any overtime expenses and other costs incurred in the evaluation of a proposed substitute, similar, or equal materials, unless said proposal was submitted by Contractor with reasonable time as to afford the Owner the time necessary to analyze the submittal without affecting the Project Schedule.

6.5.9. Special Guarantee.

6.5.9.1. Owner's Representative may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

6.5.10. Contractor's Expense.

6.5.10.1. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.5.11. Approval of Submittals.

6.5.11.1. If within the periods of time provided under this Article 6 for approval of submittals made by the Contractor, the Owner's Representative fails to render his decision as to any submittal and the critical path is adversely affected, the Contractor shall require in writing the approval of the Owner's Representative, who shall have ten (10) working days to issue his decision. If no decision is forthcoming from the Owner's Representative within the stated time, for reasons other than due to the fault of Contractor, the submittal shall be considered approved, provided Contractor has also given the same timely notice directly to Owner required in Article 17.3.2

6.6 Review of Contract Documents

6.6.1. The Contractor shall carefully study and compare the Contract Documents with each other and with

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information furnished by the Owner and shall at once report to the Owner, Architect/Engineer, and Owner's Representative any error, inconsistency or omission he may discover.

6.6.1.1. The Contractor shall not be liable to the Owner for any errors, inconsistencies or omissions in the Contract Documents.

6.6.1.2. The Contractor shall not take advantage of any such errors, inconsistencies, or omissions.

6.6.1.3. The Owner's Representative after being notified by the Contractor of such errors, inconsistencies or omissions will make the corrections and interpretations deemed necessary for fulfilling the intent of the Contract Documents, within a reasonable time so as not to alter the programmed progress of the Work. If no comment by the Owner's Representative is made within said time the Contractor will have the right to Claim pursuant the provisions of Article 11.5 if said delay impacts the critical path.

6.7 Patent, Fees and Royalties

6.7.1. Contractor shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device which is the subject or patent rights or copyrights held by others.

6.7.2. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

9 6.7.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Architect/Engineer, Architect/Engineer's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.8 Permits

6.8.1. Unless otherwise indicated in the Contract Documents, the responsibilities for securing and paying for permits, governmental fees and licenses for work to be performed are as follows:

6.8.1.1. To obtain the Construction Permit, the Contractor shall pay the premiums to secure the State insurance Fund policy and the Municipal Construction Taxes, at the rate that is in effect at bid date, unless the Contractor is explicitly not obligated to pay said taxes under the terms and provisions of the Contract Documents, in which case, shall so be specifically stated in the Contract Documents. The Owner shall secure all the Architect or Engineer's and Owner's Representative's certificates necessary and pertinent needed to secure the Construction Permit as well as submit applications and secure the permits for the Plan CES and for the Federal Storm Water Drainage plan, if same is required for the Project.

6.8.1.2. To obtain the Use Permit, the Contractor shall secure the endorsements required for said Use Permit from all government agencies, unless one or more of these cannot be obtained due to circumstances beyond the control of the

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Contractor. The Owner must ascertain that the reports required for the Use Permit from the Architect or Engineer and Owner's Representative are duly filed with "Oficina de Gerencia de Permisos" and must also obtain any of the above mentioned endorsements that cannot be obtained due to circumstances beyond the control of Contractor.

6.8.1.3. All payments due, or to become due, to any agency, public or private, for connection to, or improvement of any of said agencies' infrastructure (Impact Fees) shall be paid by the Owner with sufficient time so as not to adversely affect the critical path of the Work.

6.8.1.4. The Contractor shall secure and pay for all incidental permits required for the completion of the Work, unless such incidental permits deviate from the normal procedures, or costs, of the requiring agency and shall do so in a timely manner so as not to adversely affect the critical path of the Work.

6.8.1.5. Any other fees or charges related to permitting to be paid by the Contractor will be indicated in the special conditions.

6.8.1.6. The duties of Owner and of Contractor stated in this Article 6.8 shall be performed in a timely manner as to not adversely affect the critical path of the Work.

6.9 Laws and Regulations

6.9.1. Contractor shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work.

6.9.1.1. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner, nor Owner's Representative nor Architect/Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.9.1.2. Should the Contractor observe that the Contract Documents are at variance with any Federal, Commonwealth and Municipal laws, ordinances, rules, regulations, by-laws, and all orders or decrees, he shall promptly notify the Owner's Representative in writing and the Owner's Representative shall instruct the Contractor, also in writing, as to how Contractor is to proceed. Any additional cost and /or extra time incurred by the Contractor to comply with Laws and Regulations enacted after the bid opening date, it may file a claim for equitable adjustment of the Contract Price or the Contract Time or both, as shall any decrease in cost or time resulting therefrom.

6.9.1.3. If the Contractor performs any work knowing it to be contrary to Federal, Commonwealth and Municipal laws, ordinances, rules, regulations, by-laws, orders or decrees, the Contractor shall assume full responsibility therefore, and shall bear all cost arising there from.

6.9.1.4. The Contractor shall save the Owner and its authorized representatives harmless from any claim or liability arising from or based on the infraction or violation of any such laws, ordinances, rules, regulations, by-laws, all orders or decrees, except if the infractions or violations are caused by acts of the Owner, or of Owner's authorized representatives.

6.9.1.5. If Contractor performs any Work knowing or having reason to know that he is acting contrary to said Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred as a consequence thereof. It shall not be Contractor's primary responsibility to make certain

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that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not release Contractor of Contractor's obligations hereunder.

6.10 Taxes

6.10.1. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work and which were in effect at the bid opening date.

6.10.1.1. Among said taxes, the Contractor shall pay the municipal construction taxes applicable to the Project in a timely fashion, but no later than fifteen (15) calendar days after the first partial (certification) payment is made by the Owner to Contractor.

6.10.1.2. If specifically stated in the Contract Documents, the Municipal Construction tax rate may be determined between Owner and the municipal government where the project is to be located, in such case a specific rate shall be established by the mayor and the municipal legislature, and notified to the Contractor before bid time. If no such rate is indicated in the Contract Documents regarding such arrangement between Owner and the municipal government, then the Contractor shall pay at the rates prevailing at the time of the bid.

6.10.1.1.1. The Contractor shall furnish and deliver to the Owner written evidence that said payment(s) was made before the second partial (certification) payment is made by the Owner to Contractor.

6.10.1.1.2. In case that the Contractor does not furnish and deliver said evidence of payment, the Owner shall deduct from said partial (certification) payments the undisputed amount of municipal tax plus any penalties and fines and pay it directly to the municipality.

6.10.1.1.2.1. If the amount of the second partial (certification) payment is not enough to cover the total amount of the municipal tax, the Owner shall continue to deduct from the following partial (certification) payments until the undisputed amount is paid in full.

6.10.1.1.2.2. The direct payment provided for in Article 6.10.1.1.2 shall be effected after the retainage required in Article 13.2.2 is deducted.

6.11 Use of Site and Other Areas

6.11.1. Limitation on Use of Site and Other Areas.

6.11.1.1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment.

6.11.1.1.1. Contractor shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.

6.11.1.1.2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly resolve the dispute with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

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6.11.1.1.3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold Owner, Architect/Engineer, Architect/Engineer's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Architect/Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

6.11.2. Removal of Debris during Performance of the Work.

6.11.2.1. During the progress of the Work, Contractor shall keep the Site and other areas free from excessive accumulations of waste materials, rubbish, and other debris caused by his operations on the Site.

6.11.2.1.1. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

6.11.3. Cleaning.

6.11.3.1. Prior to Substantial Completion of the Work Contractor shall clean the Site and make it ready for utilization by Owner.

6.11.3.1.1. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

6.11.3.1.1.1. If the Contractor fails to clean up as indicated above, the Owner may do so and the cost thereof shall be charged to the Contractor.

6.11.4. Loading Structures.

6.11.4.1. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.11.4.2. Owner's Representative shall not permit any of the Owner's Other Contractors, his personnel, or any other entity performing work for him directly at the Site, to load any part of any structure in any manner that will endanger the structure, nor shall Owner's Representative subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.11.5. Rights To and Use of Materials Found On the Work.

6.11.5.1. The Contractor, with the prior written approval of the Owner's Representative, may use to perform the Work materials obtained from existing structures at the Site which are to be removed that are determined by the Owner's Representative to be acceptable for a use approved in writing by Owner's Representative.

6.11.5.2. Unless otherwise provided in the Contract Documents, material from any existing structures to be removed may be used temporarily by the Contractor in the erection of new structures.

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6.11.5.2.1. If the material is to be salvaged for the Owner, its modification will not be permitted except as approved by the Owner's Representative.

6.11.5.2.2. Unless otherwise specified in the Contract Documents, all soil existing at the Project Site will be considered fit to be used as fill in the performance of the Work if such soil meets the Project's field fill criteria.

6.12 Record Document

6.12.1. Contractor shall maintain in a safe place at the Site one (1) record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Extra Work Orders, Work Change Directives, Field Orders, permits, and written interpretations and clarifications in good order and annotated showing changes made during construction.

6.12.1.1. Said documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Architect/Engineer and the Owner's Representative.

6.12.1.2. If not previously submitted, prior to Final Acceptance, said documents, Samples, and Shop Drawings will be delivered to Owner's Representative for delivery to Owner.

6.13 Safety and Protection

6.13.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.13.1.1. all persons on the Site or who may be affected by the Work;

6.13.1.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

6.13.1.3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

6.13.2. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

6.13.2.1. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

6.13.2.2. All damage, injury, or loss to any property referred to in Articles 6.13.1.2 or 6.13.1.3 caused, directly or indirectly, in whole or in part, by Contractor any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Architect/Engineer or Architect/Engineer's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or

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indirectly employed by any of them).

6.13.2.3. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor of Final Acceptance of the Work (except as otherwise expressly provided in connection with Substantial Completion).

6.13.3. If so provided in the bid documents, the Owner has the right to establish any reasonable monetary penalties for violations of this Section 6.13.

6.14 Safety Representative

6.14.1. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative at the Site may have other duties assigned to him.

6.15 Hazard Communication Programs

6.15.1. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.

6.16 Plans and Working Drawings; As-Built Plans.

6.16.1. Plans and Working Drawings.

6.16.1.1. The detail Plans and Specifications for the Project have been prepared by licensed and collegiate competent Architect/Engineer exercising reasonable care and are intended to show as clearly as is practicable the Work required to be performed. Contractor will rely on the accuracy of said drawings, specifically in their compliance with all applicable codes and regulations in effect on the bid opening date.

6.16.1.1.1. The Contractor realizes, however, that construction details cannot always be accurately anticipated and that in executing the Work, field conditions may require reasonable minor modifications in the details of plans and quantities of Work.

6.16.1.1.1.1. Therefore, all Work must be carried out taking into account the mentioned considerations as well as field conditions, to the satisfaction of the Owner's Representative, and in accordance with his instructions and with the Contract Documents.

6.16.2 Working Drawings

6.16.2.1. The Plans will be supplemented by such Working Drawings as are necessary to adequately control the Work.

6.16.2.2. Working Drawings for structures shall be furnished by the Contractor and shall consist of such detailed Plans as may be required to adequately control the Work and to complement the Plans furnished by the Owner.

6.16.2.3. They shall include, among others, stress sheets, shop drawings, erection plans, false work plans,

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cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the Contractor.

6.16.3. Working Drawings and related documents submitted for manufactured and shop-fabricated products shall be accompanied by a certification from the manufacturer that the materials and/or equipment meet all the requirements of the Specifications.

6.16.3.1. In the event that any item is not exactly in accordance with the requirements of the Plans and Specifications, the certificate shall identify and explain each such difference.

6.16.4. Unless otherwise indicated, all Working Drawings are subject to review and acceptance by the Owner's Representative.

6.16.4.1. Such review and acceptance shall not release the Contractor from any of his responsibilities for the safe and successful completion of the Work.

6.16.4.2. The cost of preparing and furnishing all required Working Drawings is included in the Contract Price and no separate payment will be made for such Drawings.

6.17 As Built Record Drawings

6.17.1. The Contractor shall keep at the Site a copy of the Drawings marked in a neat manner that record all changes made during construction.

† 6.17.1.1. The set of provisional record Drawings shall be kept up to date and submitted for the inspection and approval of the Owner's Representative, at least five (5) days prior to any partial monthly payment, unless otherwise required in the Contract Documents.

6.17.2. Prior to Final Acceptance, the Contractor shall deliver the as built Drawings to the Owner's Representative.

6.17.2.1. These Drawings will be used as the draft for the preparation of the final As Built Drawings for the Project by Architect/Engineer.

6.17.3. The Architect/Engineer will, with the full cooperation of Contractor and of the Owner's representative prepare final as-built record drawings in reproducible form as reasonably required by Owner, to be delivered to the Owner.

6.17.3.1. The Owner will cause the Architect/Engineer to submit, with enough time so as not to adversely alter the critical path of the Work, the revised as-built drawings to the required governmental entities and obtain the approval of an amended Construction Permit, if same is required, and deliver the same to Owner and Contractor. This amended Construction Permit will be used to obtain the Use Permit for the project.

6.18 Notice to Proceed.

6.18.1. After the Agreement has been executed, the Contractor will be formally notified to proceed with the Work or service provided in the Contract Documents.

6.18.1.1. The Notice to Proceed will stipulate the date on which Owner expects the Contractor will begin construction and the date on which Contract Time will commence to run.

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6.18.1.2. Pre-Construction Conference.

6.18.1.2.1. Prior to the start of the Project the Owner will summon all interested parties to a Pre-construction Conference in order to organize the start of the work and other matters. If no such conference is summoned by the Owner, and in any event, the Contractor may start the Work on the date stated in the Notice to Proceed.

6.18.2. Prosecution and Progress.

6.18.2.1. After obtaining written permission issued by the Owner, the Contractor may assemble materials and equipment and start preliminary Work as soon as he is notified of the award, but no responsibility for acceptance and payment of the Work so performed shall be assumed by the Owner until and unless the Contract has been executed and the order to proceed issued.

6.18.2.2. The rate of progress in the prosecution of the Work shall be compared in accordance with Articles 4.2 and 4.3 with approved Progress Schedule as the Work progresses.

6.18.2.2.1. If the Contractor is at fault for falling thirty (30) working days or more behind the approved schedule or ten percent (10%) of Contract Time, whichever is less, Contractor shall submit a revised schedule for completion of the Work within the Contract Time and modify his operations, including, but not limited to, working overtime and on Saturdays, Sundays and legal holidays, to providing such additional materials, equipment and labor as necessary to comply with the revised schedule. Any additional cost caused by the modified schedule will be at Contractor's expense.

6.18.2.3. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner's Representative at least twenty-four (24) hours in advance of resuming operations.

6.18.3. Conformity with Plans and Specifications.

6.18.3.1. All work performed and materials furnished shall be in reasonably close conformity with the Plans and other Contract Documents requirements.

6.18.3.2. Plan dimensions and Contract Specification values are to be considered the target values to be strived for and complied with as the design values to which any allowed tolerances are applied.

6.18.3.2.1. Materials and workmanship shall be uniform in character and shall be reasonably close to the prescribed target value or to the middle portion of the tolerance range.

6.18.3.3. When the Specifications include an acceptance plan for any construction or characteristic of materials, the acceptance plan will be used by the parties to determine the attainment of Reasonably Close Conformity with plans and specifications and to assign a value to the non-conforming work which does not meet that standard.

6.18.4 Cooperation with Utilities.

6.18.4.1. The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other

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appurtenances within or adjacent to the limits of construction, which are not to be performed by the Contractor, made in accordance with the Project construction schedule.

6.18.4.2. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted, are to be moved by their respective owners except for those to be moved by the Contractor as specifically provided in the Contract Documents.

6.18.4.3. It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present or relocated positions as if same are shown on the plans and that no additional compensation will be considered for any delays, inconvenience, or damages sustained by Contractor due to any interference from the said known utility appurtenances or the operations of moving them, except in the case of failure by a utility to reasonably comply with its responsibility in relocating or adjusting its facility as required.

6.18.4.4. Prior to commencing Work, the Contractor shall make arrangements to protect the properties of all public and private utilities and other property within and adjacent to the Work area, if indicated in the Contract Documents, from damage by his construction operations.

6.18.4.5. Contractor shall cooperate with the utility owners in the removal and rearrangement of any underground or overhead utility lines or facilities to minimize interruption to service and duplication of work by the utility owners.

6.18.4.6. In the event of interruption to water or other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authorities and shall cooperate with them in the restoration of service as promptly as possible.

6.18.4.7. Fire hydrants shall be kept accessible to the Fire Department at all times and no Work shall be undertaken near fire hydrants until provisions for continued service have been made.

6.18.4.8. Contractor shall be responsible for the repair costs of any damage to utility facilities caused by his equipment or operations, except for underground facilities whose existence or approximate location was previously unknown.

6.18.5. Materials.

6.18.5.1. Source of Supply and Quality Requirements.

6.18.5.1.1. The materials used in the Work shall meet all quality requirements of the Contract Documents.

6.18.5.1.2. Unless otherwise provided in the Contract Documents, all materials used in the Work shall be furnished by the Contractor from sources selected by the Contractor.

6.18.5.1.3. Materials will be tested and approved when delivered to the Project or in their final position after incorporation to the Work as provided by the individual specifications.

6.18.5.1.4. At the option of the Owner's Representative, sources of materials may be given preliminary approval before delivery is started.

6.18.5.2. Procurement and Delivery of Materials.

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6.18.5.2.1. The Contractor shall schedule the delivery at the Site of all materials and equipment required for the execution and completion of the Work at a time convenient to him so as to avoid delays in the prosecution of the Work and to allow completion of the Work within the Contract Time specified in the Contract Documents.

6.18.5.3. Earthwork Material Sources.

6.18.5.3.1. Designated Sources.

6.18.5.3.1.1. Specific sources of materials from offsite or onsite locations may be designated on the Plans and described in the Contract Documents.

6.18.5.3.1.2. Unless otherwise provided in the Contract Documents, direct payment will be made for development, preparation, erosion control, hauling and restoration of material sources or related work areas and sites.

6.18.5.3.2. Contractor Sources.

6.18.5.3.2.1. When no materials sources are designated in the Contract Documents, or if the Contractor desires to use materials from sources other than those designated, the Contractor shall be responsible for acquiring the necessary rights to take materials from the sources selected, for determining that the materials meet the specified requirements, and he shall bear all expenses for the exploration, development, erosion control and restoration of such sources, and for all costs of hauling the materials. Contractor will make sure that his sources of materials have the required permits.

6.18.5.4. Contractor's Quality Control.

6.18.5.4.1. The Contractor is responsible for the quality of all materials and workmanship furnished in the construction of the Project.

6.18.5.4.1.1. If specifically required in the Supplementary General Conditions, the Contractor shall provide his own quality control system and procedures including all personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, evaluate test results and adequately control his work in order to insure that all such materials and workmanship meet the Contract requirements.

6.18.5.4.2. The Contractor shall, in all instances, perform his own process control sampling, testing and inspection during all phases of the Work as often and at a rate sufficient to assure that the Work conforms to the Contract requirements.

6.18.5.4.2.1. The Contractor shall insure that all of the testing equipment to be used is properly calibrated and meets the specifications applicable to each specified test procedure.

6.18.5.4.3. The cost of complying with Contractor's quality control obligations referred to in Article 6.18.5.4 is included in the Contract Price and no additional payment will be made therefore.

6.18.5.5. Storage of Materials.

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6.18.5.5.1. Materials shall be so stored as to assure the preservation of their quality and fitness for incorporation to the Work.

6.18.5.5.1.1. Stored materials, even though approved before storage, may again be inspected at any time prior to or during their incorporation to the Work.

6.18.5.5.1.2. Stored materials shall be located so as to facilitate their prompt inspection.

6.18.5.5.2. When authorized by the Owner's Representative, portions of the Project Site may be used for storage purposes and for the placing of the Contractor's plant/facilities and equipment provided that they are located so as not to constitute a hazard to the construction of the Project or otherwise.

6.18.5.5.2.1. Any additional space required therefore must be provided by the Contractor at his expense.

6.18.5.5.3. Private property may be used for storage purpose with written permission of the Owner or lessee, and, if requested by the Owner's Representative, copies of such written permission shall be furnished to him.

6.18.5.5.4. All temporary storage areas and plant sites shall be restored to their original condition by the Contractor, at his expense, in a manner acceptable to the Owner's Representative.

6.18.5.6. Handling of Materials.

6.18.5.6.1. All materials shall be handled in such manner as to preserve their quality and fitness for incorporation to the Work.

6.18.5.7. Materials Furnished by the Owner.

6.18.5.7.1. The Contractor shall furnish all materials required to complete the Work, except those indicated in the Contract Documents to be furnished by the Owner.

6.18.5.7.2. Except as provided in Article 6.18.5.7.4, if the material to be furnished by the Owner is to be delivered to the jobsite, the Owner, unless specified otherwise in the Contract Documents, will furnish the material to the Contractor at no cost to the Contractor and the Owner will pay for all transportation, insurance, taxes and other cost related to the furnishing of the material to the jobsite. Cost of unloading is included in the Contract Price and Contractor shall receive no additional compensation for unloading.

6.18.5.7.3. If the material to be furnished by the Owner is to be delivered to the jobsite, the Contract Documents will indicate the delivery schedule. If no such schedule is indicated, the delivery will be made as agreed by the parties. Owner shall program the delivery schedule as not to adversely affect the critical path.

6.18.5.7.4. If the material to be furnished by the Owner is not to be delivered to the jobsite the Contract Documents will indicate the terms and conditions of said delivery. If no terms and conditions are included in the Contract Documents then the cost of delivery to the jobsite is not included in the Contract Price.

6.18.5.7.5. If the material to be furnished by the Owner is not to be delivered to the jobsite the Contract Documents will indicate the date and time of availability of the material. If no such date and time is indicated, the material will be available by agreement as not to impact the critical path.

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6.18.5.7.6. The material to be furnished by the Owner will include all ancillary items included in the Technical Specification that describes the material to be furnished by the Owner, unless indicated otherwise in the Contract Documents.

6.18.5.7.7. The Owner warrants that the materials furnished by the Owner to the Contractor are of a quality sufficient for the purpose of their use. The Owner further warrants that the material to be furnished is Equal or Similar to that specified in the Technical Specification that describes the material to be furnished by the Owner.

6.18.5.7.8. The material furnished by the Owner will be of sufficient quantity including normal construction breakage, waste and shrinkage to complete the Work, unless the Contract Documents indicate otherwise.

6.18.5.7.9. The Contractor will be responsible for all Owner furnished materials delivered or made available to him in accordance with the terms and conditions of this section. If due to the fault of the Contractor, the Owner has to supply more material to the Contractor than indicated in the Contract Documents, the Owner may deduct this cost from any Partial Payment or Retainage due to the Contractor.

6.18.5.7.10. If the Owner's Representative has informed in a timely manner, the date or schedule of delivery of the material, the Contractor will be liable for all demurrage charges if he fails to receive the Owner furnished material within the time limit or schedule specified.

6.18.5.7.11. Unless otherwise indicated in the Contract Documents, all costs at jobsite including unloading, handling, warehousing and Installation of the Owner furnished material are included in the Contract Price and Contractor shall not receive additional compensation therefore.

6.18.5.8. Certification of Compliance.

6.18.5.8.1. When a certification of a material or assembly is required by the Contract, each lot of such materials or assemblies delivered to the Site shall be accompanied by certificate of compliance in which the delivered material or assembly is clearly identified.

6.18.5.8.2. Commercially manufactured products shall be accompanied by certificates signed by the manufacturer and, when required, supported by tests performed by the manufacturer. Certified copies of such test results shall be furnished to the Owner's Representative.

6.18.5.8.3. Materials or assemblies accompanied by certificates of compliance may be sampled and tested at any time and if found not to be in conformity with Contract Documents will be subject to rejection at any time whether incorporated to the Work or not.

6.18.5.8.3.1. Removal of such rejected materials will be at the Contractor's expense, unless such materials have been supplied by the Owner and it was Owner's duty to test for conformity with the Contract Documents.

6.18.6 Contractor shall carry on the Work and adhere as reasonably as possible to the Progress Schedule during all Disputes or disagreements with Owner.

6.18.6.1. If the Dispute or disagreement hinders the ability of the Contractor to carry on the Work, the Contractor shall so inform the Owner.

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6.18.6.2. If the Dispute allows more than one course of action to be followed in the prosecution of the Work, the Owner's Representative may instruct the Contractor on the course of action to be followed.

6.18.6.3. No Work shall be delayed or postponed pending resolution of any Disputes or disagreements, except as permitted in section 15.4 or as Owner's Representative and Contractor may otherwise agree in writing.

6.18.7. Limitations on Operations.

6.18.7.1. Unless otherwise specified in the Contract Documents, the Contractor shall not open up new Work to the prejudice or detriment of Work already started.

6.18.7.1.1. In lineal projects, the Owner's Representative may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section, if the opening of such section is essential to public safety or convenience.

6.18.7.1.2. If said order causes the Project to be delayed, the Contract Price and/or Contract Time shall be equitable adjusted.

6.19 Contractor's General Warranty and Guarantee

6.19.1. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be deficient. Contractor's warranty and guarantee hereunder excludes defects or damage after substantial, or partial completion and occupancy caused by:

6.19.1.1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

6.19.1.2. normal wear and tear under normal usage by Owner or individuals or entities for whom Owner is responsible.

6.19.2. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

6.19.2.1. observations by Architect/Engineer and/or Owner's Representative;

6.19.2.2. recommendation by Owner's Representative or payment by Owner of any progress or final payment;

6.19.3. the issuance of a certificate of Substantial Completion by Owner's Representative or any payment related thereto by Owner;

6.19.4. use or occupancy of the Work or any part thereof by Owner;

6.19.3. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in conformance with the Contract Documents for the time periods specified in the Contract Documents or for one (1) year, whichever is

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longer, unless otherwise specified in the Contract Documents.

6.19.3.1. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.20 Indemnification

6.20.1. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Architect/Engineer, Architect/Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

6.20.1.1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from; and

6.20.1.2. only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

6.20.2. The indemnification obligations of Contractor under section 6.20.1 shall not extend to the Architect/Engineer and Architect/Engineer's Consultants or to their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

6.20.2.1. errors and/or omissions in the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

6.20.2.2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Subcontractors, Suppliers and Others

6.21.1. Award of Subcontracts for Portions of The Work.

6.21.1.1. Unless otherwise specified in the Contract Documents the Contractor, as soon as practicable after the signing of the Contract, shall furnish to the Owner's Representative in writing for his acceptance a list of the names of the main Suppliers and Subcontractors proposed for the principal portions of the Work.

6.21.1.1.1. The Owner's Representative shall promptly notify the Contractor in writing if he, after due investigation, has reasonable objection to any Supplier or Subcontractor on such list and does not accept him. Said reasonable objection may include, but are not limited to, previous default by said Subcontractor or Supplier with Owner, a record of flagrant safety violations or an unsatisfactory past performance with Owner.

6.21.1.1.1.1. The Owner's Representative shall specify in writing the reasons for such objection



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6.21.1.1.1.2. If within fifteen (15) calendar days from submittal by the Contractor, the Owner's Representative fails to make objections to any Supplier or Subcontractor on the list, the Contractor shall request the approval of the list by the Owner's Representative who shall have ten (10) days to issue his decision. If no reply is forthcoming from the Owner's Representative within the stated time, the list of Suppliers or Subcontractors shall be deemed approved.

6.21.1.1.2. The Contractor shall not contract with any Supplier or Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) that has been rejected by the Owner's Representative in the manner indicated in Article 6.21.1.1.1, above.

6.21.1.1.3. If the Owner's Representative refuses to accept any Supplier, Subcontractor, person, or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute.

6.21.1.1.3.1. No increase in the Contract Sum shall be allowed for any such substitution of a rejected Subcontractor and/or Supplier or other in accordance with Article 6.21.

6.21.1.1.3.2. No acceptance by Owner's Representative of any such Subcontractor, Supplier, or other individual or entity, whether initially, or as a replacement, shall constitute a waiver of any right of Owner's Representative or Engineer to reject defective Work.

6.21.1.1.4. Unless otherwise specified in the Contract Documents, the Contractor shall execute, with his own forces and organization, Work amounting to not less than twenty-five percent (25%) of the original total Contract Price.

6.21.1.1.4.1. Any items designated in the Contract Documents as "Specialty Trades or Items" shall be deducted from original total cost before computing the amount of the work required to be performed by the Contractor with his own forces and organization

6.21.2. Payments to Subcontractors.

6.21.2.1. The Contractor shall pay each Subcontractor for work performed in the Project in accordance with the terms and conditions stipulated in the contract executed by and between the Contractor and the Subcontractor.

6.21.2.1.1. The Contractor shall also require the Subcontractor to make similar payments to his Sub-Subcontractors.

6.21.3. Flow Down of Applicable Agreement Provisions.

6.21.3.1. The Contractor shall cause the inclusion, in all agreements executed by contractor with Subcontractors and Suppliers, of all applicable provisions of the Agreement with which Subcontractors and Suppliers need to comply for their proper performance on behalf of Contractor, of the duties and obligations imposed by the Contract Documents. Contractor shall also cause Subcontractor and Suppliers to include in their respective agreements with Sub-Subcontractors, and Sub-Suppliers the same duties to flow down to all lower tier agreements such applicable Agreement provisions.

6.21.4. The Contractor shall be considered as an independent contractor for all purposes under the Contract, and no persons engaged or contracted by the Contractor for the performance of Contractor's obligations shall be considered an employees or agents of the Owner.

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6.21.5. Contractor shall be fully responsible to Owner's Representative, Owner and Architect/Engineer for all acts and omissions of the Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the Work.

6.21.5.1. Nothing in the Contract Documents shall create for the benefit of any Subcontractor or Supplier a contractual relationship between Owner's Representative, Owner or Architect/Engineer, nor shall it create any obligation on the part of Owner's Representative, Owner or Architect/Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

6.21.6. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

6.21.7. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner's Representative only through Contractor.

6.21.8. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner's Representative, Owner and Architect/Engineer, including required contract provisions applicable to Federal Agency funded projects.

6.21.8.1. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in section 3.6, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights (including subrogation) against Owner, Contractor, Architect/Engineer, Architect/Engineer's Consultants, and all other individuals or entities identified in the Contract Documents to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to Work.

6.21.8.1.1. If the insurers underwriting any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

ARTICLE 7 - ARCHITECT/ENGINEER AND DESIGNATED INSPECTOR

7.1 Administration of the Contract

7.1.1. The Owner will provide general Administration of the Construction Contract, including performance of the functions hereinafter described, through the Owner's Representative.

7.1.2. The Owner, prior to the start of the Project, will inform the Contractor in writing the name of the Owner's Representative. If the Owner's Representative is changed during the course of the project the Owner will inform the Contractor in writing the name of the new Owner's Representative. If the Contractor has valid reasons for objecting said designation, Contractor shall so inform the Owner in writing and, if Owner deems Contractor's reasons valid, a different Owner's representative shall be chosen by the Owner.

7.1.3. The Owner may from time to time change the person or entity designated as Owner's Representative, or may

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assume and/or change the functions of the Owner's Representative, and the Architect/Engineer by notifying the Contractor in writing.

7.2 Duties of Architect/Engineer and the Owner's Representative

7.2.1. The Architect/Engineer is the person or entity who prepares the Drawings and Specifications for the Owner and is responsible for the analysis, design, and code compliance of the Project.

7.2.1.1. The Architect/Engineer will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

7.2.1.1.1. Based on on-Site observations, the Architect/Engineer will keep the Owner informed of the progress of the Work, and will endeavor to safeguard the Owner against defects and deficiencies in the Work.

7.2.1.1.2. The Architect/Engineer will be the Owner's representative for technical matters related to the Contract.

7.2.1.1.3. The Architect/Engineer will be the primary interpreter of the plans and specifications.

7.2.1.1.4. The Architect/Engineer and Owner's Representative will not be responsible for the acts or omissions of the Contractor, or any Subcontractor and vice-versa, or any of their agents or employees, or any other persons performing any of the Work.

7.2.2. The Owner's Representative will represent the Owner in the interpretation of all contractual and non-technical matters. The Owner's Representative will have authority to act on behalf of the Owner to the extent provided in the Contract Documents.

7.2.2.1. All communications related to this Contract between the Contractor and Architect/Engineer shall be made thru the Owner's Representative, except that any party may directly communicate orally or by written communication with the others if authorized by the Owner's Representative, or in case of an Emergency.

7.2.2.2. The Owner's Representative may delegate some or all of his functions to Project Inspectors and/or Inspectors.

7.2.2.2.1. The Owner's Representative will inform the Contractor the name of the Project Inspectors and/or Inspectors. If the Contractor has a valid reason for not accepting the designated Project Inspector, he shall so inform the Owner in writing and if Owner deems the reason valid a different Owner's representative shall be chosen by the Owner.

7.2.2.2.2. Inspectors employed by the Owner, the Architect/Engineer and/or the Owner's Representative are authorized to inspect all work done and materials furnished, including the preparation, fabrication or manufacture of the materials to be used.

7.2.2.2.3. Inspectors also have the authority to reject any materials and work until any questions at issue can be resolved.

7.2.2.3. Owner's Representative and/or inspectors are not authorized to alter or waive the provisions of the

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Contract, to issue instructions contrary to the plans and specifications, or to act as foremen for the Contractor.

7.2.2.4. Based on his observations and the Contractor's Application for Payment, the Owner's Representative will determine the amount owed to the Contractor and will recommend approval of Payment in such amount.

7.2.2.4.1. If the Owner so requires, Architect/Engineer will also review, and approve, the Contractor's Application for Payment.

7.2.2.5. The Owner's Representative will prepare Change Orders, and Extra Work Orders, in accordance with these General Conditions.

7.2.3. The Owner's Representative, the Architect/Engineer and/or the Owner shall at all times have access to the Work either in preparation or in progress. The Contractor shall provide access to the Work so that at all times Owner's Representative may perform his duties under the Contract Documents, and Contractor shall provide such information and assistance, as is required, to make a complete and detailed inspections.

7.2.3.1. If the Owner's Representative, and/or the Owner, request it, the Contractor, at any time before Final Acceptance of the Work, shall remove or uncover such portions of the finished Work as instructed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications.

7.2.3.1.1. Should the Work so exposed and examined prove acceptable, the uncovering, or removing, and the replacing of the covering will be paid by the Owner as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, removing, remediation and the replacing of the covering will be at the Contractor's expense.

7.2.3.1.2. Any Work done or materials used without supervision or inspection by an authorized Owner's representative may be ordered removed and replaced at the Contractor's expense unless the Owner representative failed to inspect after having been given a written notice of at least two (2) Working Days prior to the date in which Work was performed.

7.2.3.1.3. When any government agency or any utility is to accept or pay for any portion of the Work, its respective representatives shall have the right to inspect the Work. Such inspection shall not make the government agency or utility a party to the Contract. Contractor and Owner shall diligently perform all necessary actions to promote the timely inspection of the Work in a manner that does not affect the critical path.

7.2.3.1.4. The inspection of the Work and materials by the Owner shall not release the Contractor of any of his obligations under the Contract as prescribed in the plans, specifications and other Contract Documents.

7.2.3.1.5. The Owner's Representative will conduct inspections to determine the dates of Substantial Completion and final completion and will receive and review written guarantees and related documents submitted by the Contractor.

7.2.3.1.6. In case of any dispute between the Contractor and any one Project Inspector or Inspector as to materials furnished or the manner of performing the Work, the Project Inspector or the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Owner's Representative, within reasonable promptness, so as not to alter the critical path or modify substantially the float and the programmed progress of the job.

7.2.4. The Owner's Representative will be, in the first instance, the interpreter of the requirements of the Contract

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Documents, except as indicated in Article 7.2.1.3. The Owner's Representative will, within a reasonable time, render such interpretations that he, or the Contractor, if so requested, may deem necessary for the proper execution or progress of the Work.

7.2.4.1. All interpretations and decisions of the Owner's Representative shall be consistent with the intent of the Contract Documents. In his capacity as interpreter, he will exercise his best efforts to insure faithful performance under the Contract.

7.2.4.2. Claims, disputes and other matters in question relating to the execution or progress of the Work or the interpretations of the Contract Documents shall be submitted initially to the Owner's Representative for a decision in accordance with Article 11.

7.2.5. The Owner's Representative will have authority to reject work only when such work does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable, to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Article 12.3 whether or not such Work is then fabricated, installed or completed.

7.2.5.1. However, neither the Owner's Representative's authority to act under this Article, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Owner, Owner's Representative or Architect/Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work, nor will the Contractor be released from any of his obligations under the Contract.

7.2.5.1.1. The Owner's Representative shall have the authority to stop the Work in whole or in part when such stoppage is necessary to insure the proper execution of the Work and compliance by contractor with the Contract.

ARTICLE 8 - OTHER WORK AND SEPARATE CONTRACTS

8.1 Owner's Right to Award Separate Contract, Perform Work with Owner's Employees and Utility Workers. Related Work at Site

8.1.1. Owner's Right to Award Separate Contract, Perform Work with Owner's Employees and Utility Workers.- Owner may perform other work related to the Project at the Site with Owner's employees, or by awarding separate contracts, or by having the work performed by utility workers. Written notice thereof will be given to Contractor prior to starting any such other work.

8.1.1.1. If the terms and conditions of the work to be performed by Owner's employees, separate contractors or by others, are not described in the Contract Documents prior to the bid, the Contract Time and Sum will be equitably adjusted as a result of said work and any other work to the extent that such work performed by Owner's employees, separate contracts or by others affects the Contractor's Work.

8.1.1.2. If the terms and conditions of the work to be performed by Owner's employees, separate contractors or by others are described in the Contract Documents prior to the bid, then the Contract Time and Sum will be equitably adjusted but only to the extent that said work differs from the work indicated in the Contract Documents that is to be performed by Owner's employees, separate contractors or by others.

8.1.1.3. Should the performance of other work related to the Project at the Site by Owner's employees,

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separate contractors, utility workers, that was not indicated in the Contract Documents, cause damages, delays or interferes with the Work being performed by the Contractor, the Owner will assume full responsibility and pay for all costs, expenses, and delays to which the Contractor is subjected caused by the execution and/or performance of said other work described herein if the critical path is adversely affected.

8.1.1.4. In the event one or more contracts are awarded related to the Project, the "contractor" in the contract document in each case, will be the contractor who signs each separate contract.

8.1.1.5. If there is under construction other work for Owner, by written contract or otherwise, adjacent to the limits of the site, the Contractor, if so ordered by the Owner, shall permit access to others performing such work through the Site.

8.1.1.5.1. If Owner authorizes the other contractors performing work adjacent to the Site to use said access Owner shall prescribe limitations and conditions for such use as required to protect Contractor's operations and the Work.

8.1.1.5.1.1. In accordance with this Article 8.1, the Owner will be responsible for any damages, costs, or delays caused to the Contractor by such order.

8.1.1.6. If Owner and Contractor are unable to agree on entitlement to or on the amount or time, if any, of any adjustment in the Contract Price or Contract Time necessary as a result of such other work, a Claim may be made therefore as provided in Article 11.5.

8.1.2. Coordination of the Separate Contracts and Work by Others.

8.1.2.1. Unless otherwise specified in accordance with Article 8.1.2.4, Owner shall be responsible for the coordination of the Work between the Contractor, Owner's employees, the separate contractors and any others, as to the interaction and scheduling of the various work and the proper and safe access to the Site and storage of the equipment and materials of the Contractor, the Owner's employees, the separate contractors and others contracted by Owner.

8.1.2.2. Contractor shall fully cooperate with the Owner in the coordination of the Contractor's Work with that of the Owner's employees, the separate contractors and any work by others as to the interaction and scheduling of the various work and the proper and safe access to the Site and storage of the equipment and materials of the Contractor, the separate contractors and others.

8.1.2.3. The Owner may delegate this coordination, in whole or in part, to a Construction Manager or separate contractor and must give prior notice to Contractor in writing, containing the terms and conditions of this delegation.

8.1.2.3.1. The Construction Manager or the separate contractor will act on behalf of Owner strictly within the limits of such delegation.

8.1.2.4. The Owner may delegate this coordination responsibility in whole or in part to one of the separate contractors or to the Contractor as follows:

8.1.2.4.1. If prior to the bid opening date, the Owner requires that the Contractor be responsible for the coordination of the Owner's employees, separate contracts or any work by others, the Owner will indicate the

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terms and conditions of such obligation in the bid documents and it shall be the Contractor's responsibility to include in the Contract Price whatever costs are required for this coordination of the work.

8.1.2.4.2. If the Owner requires that Contractor be responsible for the coordination of Owner's employees, separate contracts or work by others after the bid has been awarded, the Owner will indicate the terms and conditions of such obligation as a Change Order.

8.1.2.5. Contractor Coordination Meetings:

8.1.2.5.1. If the Owner, or the party with the coordinating responsibility so requires it, the Contractor shall attend coordination meetings with the Owner's employees, separate contractors or others performing work at a site to be determined by the coordinator.

8.1.2.5.1.1. The purpose of the coordination meeting shall be for the Contractor and all separate contractors and/or others performing work to coordinate schedules and construction activities to enable the construction of the different work under the separate contracts to occur on a coordinated, efficient and expeditious manner.

8.1.2.5.1.2. The coordination meeting shall also serve as forum for the Contractor and all separate contractors and/or others performing work at the site to discuss, and try to avoid and try to resolve between and among themselves any conflicts in their respective schedules or construction activities and prevent delays in one contractor's activities caused by another.

8.1.2.5.2. If the different contractors cannot reach an agreement on the coordination of the construction activities and schedule to be followed, the Owner, or his designated coordinating representative, will decide on the course of action to be followed and shall provide the necessary instructions to the Contractor, Owner's employees, separate contractors and others performing work on how to proceed, as a Field Order or, if required, as a Change Order.

8.1.3. Contractor, and any other entity contracted by the Owner to perform direct work related to the Project, shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate such other work with the work of the Contractor or any other entity contracted by the Owner to perform related work on the Project.

8.1.3.1. Contractor, or any other entity contracted by the Owner to perform related work on the Project, shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

8.1.4. The duties and responsibilities of Contractor under this Article are for the benefit of such utility owners and separate contractors to the extent that there are comparable provisions for the benefit of Contractor, including general, supplemental and special conditions, as well as similar insurance and hold harmless clauses, in said direct contracts between Owner and such utility owners and separate contractors.

8.1.4.1. Furthermore, the Owner will verify that the schedule of others contracted to perform related work on the Project does not interfere with the Project Schedule.

8.1.4.1.1. If in order to accommodate the work performed by others contracted by the Owner to perform related work in the Project, the critical path is adversely affected and/or any damage to the Work occurs, the Owner will compensate the Contractor in time and/or adjustment to Contract Price.

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8.1.5. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article, Contractor shall promptly inspect such other work and, within ten (10) working days, report to Owner in writing any delays, defects, or deficiencies in such other work that, in his opinion, render it unavailable or unsuitable for the proper execution and results of the Work.

8.1.5.1. Contractor's failure to report will constitute acknowledgement that said work is suitable, except for hidden latent defects in such work.

8.1.5.2. The same rules stated herein will apply if other entities contracted by the Owner to perform related work in the Project depend on Work performed by the Contractor.

8.2 Owner's Right to Award Separate Contract.

8.2.1. The Owner may award separate contracts in connection with other portions of the Project or additional work to the Work covered by the Contract, and if such work affects the Work, Contractor will be notified by Owner in a timely manner of the award of such separate contract.

8.2.1.1. The Owner may assign these separate contracts, as a Change Order, to the Contractor for a fee, as indicated on Article 10.5.

8.2.2. When Separate Contracts are let within the limits of any project, the Owner shall coordinate the work of each contractor so as not to interfere with or hinder the progress or completion of the Work being performed by Separate Contractors.

8.2.2.1. Contractors working on the same Project shall fully cooperate with each other.

8.2.2.2. Furthermore, the Owner will be responsible to verify that the schedule of the Separate Contractors contracted to perform Work on the Project does not interfere with the Contractor's Project Programmed Schedule previously approved for the Project.

8.2.2.2.1. Owner will compensate the Contractor, in time and/or adjustment to Contract Price, if his schedule has to be varied, and/or any damage occurs, to accommodate the work performed by other entities contracted by the Owner to perform related work in the Site.

8.3 Mutual Responsibility of Contractors

8.3.1. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Owner from any and all damages or claims that may arise out of the performance of the Contractor's Work.

8.3.1.1. The Owner will require from each Separate Contractor and other entities working on the Project, Contract Documents, including General, Supplemental and Special Conditions, similar to those executed with the Contractor and to include similar insurance clauses and hold harmless clauses.

8.3.1.2. The Owner will also be responsible to verify that the schedule of the Separate Contractors) and other entities working on the project do not interfere with the Contractor's Project Programmed Schedule previously approved for the Project.

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8.3.2. Should the Contractor cause damage to the work or property of any separate contractor and/or others working on the Project, the Contractor shall, be liable for said damage.

8.3.2.1. If such other separate contractor files a claim against Owner on account of any such damage alleged to have been so sustained, Contractor shall have the right to defend Owner, either by itself or in conjunction with Owner, and Contractor shall compensate Owner for damages, costs and expenses sustained therefore by Owner which are attributable to Contractor.

8.3.2.1.1. If the Contractor is found to be responsible for the alleged defects claimed by the separate contractor and any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court, arbitration costs or other costs which the Owner has therefore incurred.

8.3.2.1.2. If the Contractor is found not to be responsible for the alleged defects claimed by the separate contractor, then the Owner shall pay for any judgment or award against him as well as reimburse the Contractor for all attorney's fees and court or arbitration costs incurred in defending the Owner.

ARTICLE 9-TIME

9.1 Progress and Completion

9.1.1 All time limits stated in the Contract Documents are of the essence of the Contract.

9.1.2 The time limit for the execution of this Contract has been figured out based on the Architect/Engineer and/or Owner's estimate.

9.1.2.1. Such time limit to into consideration all Sundays, legal holidays indicated in Article 1.1.1.4.1, included within the said time limit.

9.1.2.2. The Contractor will be entitled to work premium time (overtime) as required to comply with the schedule of the Project.

9.1.2.2.1. No work shall be performed on Saturdays, Sundays or legal holidays, except in cases of emergency, or unless prior written permission has been granted by the Owner's Representative.

9.1.2.2.1.1. Except in cases of emergency, request for permission to Work on Saturdays, Sundays or legal holidays shall be filed with the Owner's Representative not less than twenty four (24) hours in advance of said date, if the activity affects the critical path and not less than forty eight (48) hours if the proposed activity does not affect the critical path.

9.1.2.2.1.2. Said permission shall not be unreasonably denied.

9.1.2.2.2. Premium time (overtime) necessary in case of emergency, or for completion of daily work, or to comply with the Project schedule, shall be notified to the Project Inspector during the course of the day that said premium time will be worked.

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9.1.3. The date of commencement of the Work shall be stated in the Notice to Proceed.

9.1.3.1. The Contractor shall begin the Work on such date of commencement fixed by the Notice to Proceed.

9.1.3.2. The Contractor shall carry out the Work expeditiously with adequate forces and shall complete it within the Contract Time

9.1.3.3. A Notice to Proceed issued without the Owner having furnished all required permits and/or endorsements necessary to commence the Work which fixes a commencement date which cannot be complied with due to the lack of such permits shall constitute a valid basis for a claim by Contractor under Article 11.5 if such act adversely affects the Project's critical path and no concurrent cause of delay by the Contractor is present.

9.1.4. The Contract Time limit to execute the Work until it is substantially complete shall be that number of calendar days resulting from the sum of the original Contract Time and the authorized extensions to the original Contract Time. Said Contract Time shall start to run on the date fixed in the Notice to Proceed (the commencement date) and shall end on the date of Substantial Completion. If the work is Substantially Completed prior to said time limit, the Contractor will have achieved early completion, if Work is not Substantially Completed within said time limit, the Contractor will not have completed the Work on time in accordance with the Contract.

9.1.4.1. Time under the Contract will, stop running on the date of Substantial Completion.

9.2 Change of Contract Time

9.2.1. The Contract Time (or Milestones) may only be changed with a Change Order, Extra Work Order or by a Written Amendment.

9.2.1.1. Any Claim for an adjustment in the Contract Time (or Milestones) shall be based on a written notice submitted by the party making the claim to the Owner in accordance with the provisions of Article 11.5.

9.2.2. Any adjustment of the Contract Time (or Milestones) due to any delay beyond the control of Contractor, will be made in an amount equal to the time lost due to such delay, including its consequences, if a Claim is made therefore as provided in Article 11.5 only if such delay affect the critical path, as reflected in the monthly Progress Schedule.

9.2.2.1. Delays beyond the control of Contractor shall include, but are not limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated on these General Conditions, lack of, or lapse, of any permit, or endorsement, issued by the governmental entities having jurisdiction in the Project which are the responsibility of Owner, fires, floods, epidemics, weather conditions, or acts of God.

9.3 Delays and Extensions of Time

9.3.1. No extension of the Contract Time will be allowed for any reason except as provided below:

9.3.1.1. If satisfactory fulfillment of the Contract with authorized extension and increases requires the performance of Work in greater quantities than those set forth in the proposal so that the total final payment is

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greater than the total original Contract Price, then the time allowance will be equitably adjusted taking into account the amount and difficulty of the additional Work and only if the scope of the Work is increased or the critical path of the Project Schedule is affected.

9.3.1.2. In case of total suspension ordered by the Owner and not due to any fault of the Contractor, the total number of calendar days during which the Work is suspended shall be added to the Contract Time. In case of suspension of part of the Work ordered by the Owner not due to any fault of the Contractor, the Contract Time shall be extended to the extent that the effect that such suspension has on the Contract Time, and only to the extent the critical path of the Project Schedule is affected.

9.3.1.2.1. After Contractor has taken all reasonable steps to minimize Project overhead during the suspension, the Project fixed overhead costs incurred during the suspension by the Contractor will be reimbursed to Contractor by the Owner.

9.3.1.3. In case of damage to the Work due to Force Majeure, the Owner shall equitably adjust Contract Time based on the time required to repair the damage, provided the critical path is affected.

9.3.1.4. In case of delays or interruptions to the Work caused by any act of the Owner, or by any separate Contractor employed by the Owner or by any other cause not attributable to the fault or negligence of the Contractor, then the Contract Time shall be equitably adjusted.

9.3.1.4.1. The Project reasonable fixed overhead costs incurred by the Contractor due to the time extension caused by the acts described in Article 9.3.1.4, will be reimbursed to the Contractor by the Owner.

9.3.1.5. Every Change Order, Extra Work Order or Supplemental Agreement, if any, shall include all adjustments to Contract Time and to Contract Price related thereto, if any.

9.3.1.6. Unless otherwise specified in the Contract Documents, additional Contract Time will be allowed due to weather conditions, and their consequences, which render the performance of Work impossible.

9.3.1.7. Except as otherwise stated in this Article 9, where Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delays beyond the control of both Owner and Contractor, if the critical path of the Project Schedule is affected, an extension of the Contract Time (or Milestones) for a period of time equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

9.3.2. Extension in Contract Time shall not be considered or allowed for the following reasons:

9.3.2.1. Suspensions of Work ordered by the Owner or Owner's Representative due to the fault of the Contractor or his Subcontractor.

9.3.2.2. Unauthorized suspensions of Work by the Contractor.

9.3.2.3. Delays within the control of Contractor.

9.3.2.3.1. Delays attributable to or within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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9.3.3 All notifications of claims for extension of time shall be made in writing by the Contractor to the Owner's Representative not more than thirty (30) working days after acquiring knowledge of the occurrence of the delay. Once made, the Contractor must supplement such claim by notice to Owner within thirty (30) working days after the event that caused the delay has concluded. If proper notification of a claim or subsequent supplemental notice is not given to Owner, then all related claims regarding increases to Contract Time, and Contract Price will be deemed waived by Contractor.

9.3.3.1. Claims for extension of time shall include:

9.3.3.1.1. the reasons for the time extension as required by the Owner's Representative;

9.3.3.1.2. the operation(s) alleged to have been delayed;

9.3.3.1.3. the calendar dates on which the operation(s) were delayed;

9.3.3.1.4. the number of calendar days by which Contractor requests Contract Time be extended;

9.3.3.1.5. a complete and detailed statement as to how the critical path was affected; and

9.3.3.1.6. a complete and detailed breakdown of adjustment to Contract Price to be claimed due to the claimed time extension, if adjustment to Contract Price is to be claimed.

9.4 Delay Damages

9.4.1. In no event shall Owner or Architect/Engineer be liable to Contractor, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

9.4.1.1. delays caused by or within the control of Contractor; or

9.4.1.2. delays caused by Force Majeure and/or beyond the control of both Owner and Contractor.

9.4.1.3. delays not notified within the time specified in Article 9.3.3 or contrary to Article 9.3.3.1.

9.4.2. Nothing in this Article 9 bars a change in Contract Price to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible, provided Contractor complies with the requirements of Articles 9.3.3. and 9.3.3.1.

9.5 Liquidated Damages

9.5.1. Unless otherwise specified in the Contract Documents should the Contractor or, the Surety in case of Termination for Cause, fail to complete all the Work within the time specified in the Contract or as extended by the written authorization of the Owner, a deduction of the amount stipulated herein will be made for each and every calendar day that the Work is not completed after the expiration of the time limit to execute the Work described in Article 9.1.4:

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SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Price		Daily Charge
From More Than	To and Including	
\$ 0.00	\$ 99,999.99	\$ 300.00
\$ 100,000.00	\$ 499,999.99	\$ 400.00
\$ 500,000.00	\$ 999,999.99	\$ 800.00
\$ 1,000,000.00	\$ 1,999,999.99	\$ 1,000.00
\$ 2,000,000.00	\$ 4,999,999.99	\$ 2,000.00
\$ 5,000,000.00	\$ 9,999,999.99	\$ 3,000.00
\$ 10,000,000.00	\$19,999,999.99	\$ 4,000.00
\$ 20,000,000.00	\$29,999,999.99	\$ 5,000.00
\$ 30,000,000.00	\$39,999,999.99	\$6,000.00
\$ 40,000,000.00	\$49,999,999.99	\$7,000.00
Over \$50,000,000.00	Unlimited	\$8,000.00 or as otherwise indicated in the Special Conditions

9.5.2. This amount will be deducted from any money due or that may become due the Contractor or his Surety by Owner.

9.5.3. The Original Contract Price in the above schedule of Liquidated Damages for unit price projects refers to the total original contract amount including all the units in a multi-unit contract. Liquidated damages will be applied on multi-unit contracts based on the daily charges applicable to the total original contract amount.

9.5.4. The amount stipulated in Article 9.5.1, or otherwise if otherwise specified in the Contract Document, as the case may be, shall be considered and treated not as a penalty, but as a total, fixed, and agreed upon liquidated damages due the Owner by the Contractor or, by the Surety in case of Termination for Cause, for and including but not limited to, public inconvenience, obstruction to traffic, interference with and/or loss of business, increase of engineering, inspection and administrative cost to the Owner; and other costs and expenses which have caused an expenditure of public funds, resulting from the Contractor's, or in case of Termination for Cause of the Surety's, failure to complete the work within the time specified in the Contract.

9.5.5. Permitting the Contractor to continue and finish the Work or any part thereof after expiration of the time limit for Substantial Completion described in Article 9.1.4 shall in no way operate as a waiver of any right or remedy available to Owner under this Contract or at law.

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9.6 Early Completion Incentive

9.6.1. Unless otherwise stated in the Contract Documents, should Contractor Substantially Complete the Work before expiration of the Contract Time as extended by the Owner, the Contractor shall receive an incentive pay from the Owner equal to one half (1/2) of the stipulated liquidated damages for each calendar day the Work is Substantially Completed prior to the time limit to complete the Work described in Article 9.1.4.

ARTICLE 10 - CHANGE OF CONTRACT PRICE, COST OF THE WORK AND UNIT PRICE WORK

10.1 Change of Contract Price

10.1.1. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner in accordance with Article 11.5.

10.1.2. The value of the Work covered by a Change Order or covered by a Claim for an adjustment in the Contract Price will be determined as follows:

10.1.2.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of section 10.4); or

10.1.2.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with section 10.5) or by newly agreed unit prices; or

10.1.2.3. where the Work involved is either: (a) not covered by unit prices contained in the Contract Documents, or (b) agreement as to a lump sum is not reached (under Article 10.1.2.2,) the value of the work shall be computed on the basis of the Cost of the Work (determined as provided in Article 10.2) plus a Contractor's fee for overhead and profit (as provided in Article 10.5).

10.2 Cost of the Work

10.2.1. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of a change in the Work. When the value of any Work covered by a Change Order, Extra Work Order or Construction Change Directive or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Except as otherwise agreed in writing by Owner's Representative, such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the items indicated below:

10.2.1.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classification agreed upon by Owner's Representative and Contractor.

10.2.1.1.1. Such employees shall include without limitation engineers, superintendents, foremen, and other supervisory, safety, security and clerical personnel employed full time at the Site.

10.2.1.1.2. Payroll costs for employees not working exclusively in connection with the Work shall be apportioned based on their time spent working on the Work.

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10.2.1.1.3. Payroll costs shall include, but shall not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, union, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

10.2.1.1.4. The expenses of performing Work outside the regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above mentioned costs, to the extent authorized by Owner's Representative.

10.2.1.2. Actual cost of all necessary materials and equipment furnished and incorporated in the Work, including costs of transportation, taxes and reasonable and necessary storage thereof, and Suppliers' field services required in connection therewith.

10.2.1.2.1. All cash discounts with regard to the purchase by Contractor of materials and equipment shall accrue for the benefit of Contractor unless Owner deposits funds with Contractor with which to purchase the materials and equipment, in which case the cash discounts shall accrue to Owner.

10.2.1.2.2. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that these discounts etc. may be obtained.

10.2.1.3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors.

10.2.1.3.1. If required by Owner's Representative, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Architect/Engineer, which bids, if any, will be acceptable.

10.2.1.3.2. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Article 10.2.

10.2.1.4. Reasonable and necessary costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services exclusively related to the Work.

10.2.1.5. Supplemental costs including the following:

10.2.1.5.1. The proportion of reasonable and necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work. Airplane travel shall be on coach class and the car transportation, hotel and subsistence shall be at moderate cost.

10.2.1.5.2. Reasonable cost, including transportation, taxes and maintenance, of all materials, supplies, equipment, machinery, appliances, computers, office, warehousing and temporary facilities exclusively related to the Contract, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

10.2.1.5.3. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner's Representative with the advice of Architect/Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and

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removal thereof.

10.2.1.5.3.1. All such costs shall be in accordance with the terms of said rental agreements.

10.2.1.5.3.2. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

10.2.1.5.4. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

10.2.1.5.5. In such instances (only) where Contractor is insured under OCIP, or where the Owner assumes responsibility for some part of the required projects insurances (such as Builder's Risk) losses and damages (and related expenses) caused by damage to the Work, not compensated by said insurance, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

10.2.1.5.5. 1. Such losses shall include settlements made with the written consent and approval of Owner's Representative. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

10.2.1.5.6. The cost of all utilities, telephone, data, fax, internet, security services, fuel, and sanitary facilities within the Site.

10.2.1.5.7. When the Cost of the Work is used to determine the value of a Change Order, or Construction Change Directive, Extra Work Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work.

10.2.1.5.8. An amount of the Contractor's main office overhead costs, when applicable, reached by mutual accord between the parties. If no mutual accord can be reached, the cost for main office overhead shall be computed using the Eichleay case and subsequent case law. If the Contractor does not have financial statements prepared externally by a recognized CPA, he must prepare them in order to be able to present a claim for this purpose.

10.2.2 Costs Excluded: The term Cost of the Work shall not include any of the following items:

10.2.2.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor who work at Contractor's principal, branch or other office, other than Contractor's office at the Site, for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's fee, and not specifically included in the agreed upon schedule of job classifications referred to in Article 10.2.1.1 or specifically covered by Article 10.2.1.4.

10.2.2.2. Expenses of Contractor's principal, branch or other offices, other than Contractor's office at the Site.

10.2.2.3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed

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for the Work and charges against Contractor for delinquent payments.

10.2.2.4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, or making good any damage to property.

10.2.2.5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Articles 10.2.1.1 and 10.2.1.2, unless proven as a valid reasonable and necessary expense directly and exclusively related to the Project.

10.2.3. Contractor's Fee. When the value of any Work covered by a Change Order/Extra Work Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Article 10.5.

10.2.4. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Articles 10.2.1 and 10.2.2, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Architect/Engineer, or Owner's Representative, an itemized cost breakdown together with supporting documentation and data.

10.2.5. Time Extension: Whenever additional time is required to perform extra work, said time allotment shall be included as part of the Change Order.

10.2.6. If the requirement specified in Article 10.1.2.3, above, causes a delay in the project completion, the costs of said delays, including project and main office overhead shall be added to the cost of the Work and a reasonable time extension provided under the Contract.

10.3 Cash Allowances

10.3.1. Unless otherwise stated in the Contract Documents, it is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents.

10.3.2. Items covered by allowances shall be supplied for such amount and by such persons or entities as the Owner's Representative may direct, but the contractor shall not be required to employ persons or entities against which the Contractor makes written reasonable objections.

10.3.3. If the allowance covers the cost of only furnishing material or, the allowance should include:

10.3.3.1. The cost to Contractor (less any applicable discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

10.3.3.2. Contractor's costs for unloading and handling on the Site. Labor and installation costs, have been included in the Contract Price.

10.3.4. If the allowances include the cost of furnishing and installing material or equipment to be furnished and installed by the Contractor the allowances include the cost to Contractor (less any applicable discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes plus the total cost of installation including unloading and handling.

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10.3.5 If the allowances include the cost of furnishing and installing material or equipment to be furnished and installed by a Subcontractor the allowances include the cost to the Contractor of the subcontractor's price.

10.3.6 Unless otherwise provided in the Contract Documents, insurances and bonds do not form part of the allowance price, but are included as part of the Contract Price.

10.3.7 An appropriate Change Order/Extra Work Order will be issued to reflect any difference in the actual cost of the allowance versus the amount specified in said allowance in the Contract Documents. Said amount will be due to Contractor, or credited to Owner as the case may be, on account of Work covered by allowances, and the Contract Price, and Contract Time, if necessary, shall be correspondingly equitably adjusted. Said Change Order/Extra Work Order will include the costs of bonds, insurances and fee stated in Article 10.5. If the change order is a credit, the amount credited will be the net amount due the Owner.

10.4 Unit Price Work

10.4.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include, for all Unit Price Work, an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

10.4.1.1. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price.

10.4.1.1.1. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner's Representative subject to the provisions of Article 13.2.1.

10.4.2 Each unit price will be deemed to include an amount considered by Contractor in the proposal to be adequate to cover Contractor's overhead and profit for each separately identified item.

10.4.3 Owner and Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 11.5 if:

10.4.3.1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

10.4.3.2. there is no corresponding adjustment with respect any other item of Work; and

10.4.3.3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

10.5 Contractor's Fee: The Contractor's fee for overhead and profit for Work performed under a Change Order/Extra Work Order shall be determined as follows:

10.5.1. a mutually acceptable fixed fee; or

10.5.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

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10.5.2.1. for costs incurred under Articles 10.2.1.1 and 10.2.1.2, the Contractor's fee shall be fifteen (15) percent;

10.5.2.2. for costs incurred under Article 10.2.1.3, 10.2.1.4 and 10.2.1.5, the Contractor's fee shall be ten (10) percent;

10.5.2.3. where one (1) or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Article 10.5.2.1 is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of fifteen (15) percent of the costs incurred by such Subcontractor under Articles 10.2.1.1 and 10.2.1.2 and that any higher tier Subcontractor and Contractor will each be paid a fee often (10) percent of the amount paid to the next lower tier Subcontractor;

10.5.2.4. no fee shall be payable on the basis of costs itemized under Articles 10.1.2.1 and 10.1.2.2;

10.5.2.5. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost; and

10.5.2.6. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed based on the net change in accordance with Article 10.5.2.1 through 10.5.2.5, inclusive.

ARTICLE 11 - CHANGES IN THE WORK

11.1 Authorized Changes in the Work

11.1.1 Without invalidating the Agreement and without notice to any surety, Owner, through the Owner's Representative, may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, an Extra Work Order, Work Change Directive, or a Construction Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

11.1.2 If there is agreement that said request will include an adjustment either in the Contract Sum, the Contract Time, or both, the adjustment shall be based on one of the following methods:

11.1.2.1. Mutual acceptance of a lump sum properly itemized and supported with sufficient substantiating data and documentation to permit evaluation and mutually acceptance of adjustment to Contract Time, and Contract Price if necessary;

11.1.2.2. Contract Price and Contract Time to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage Contractor's fee; or

11.1.2.3. As provided in Articles 9.2 and 10.

11.1.3 The Owner's Representative shall have authority to order minor changes in the Work not involving any adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

11.1.3.1. Such changes shall be made by a written Field Order, or by other written orders.

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11.1.3.2. Such changes shall be binding on the Owner and the Contractor.

11.1.3.2.1. If the Contractor is not in agreement that such order does not increase either the Contract Sum or the Contract Time, the Contractor shall promptly present his Claim in the method specified in Article 11.5, herein.

11.1.4. The Owner's Representative may issue written Field Orders covering minor changes in the Work without change in Contract Sum or Contract Time.

11.1.4.1. If the Contractor is not in agreement that such Field Order does not increase either the Contract Sum or the Contract Time, he shall promptly present his claim in the method specified in Article 11.5, herein.

11.1.5. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Time, or both, that should be allowed as a result of a Work Change Directive or a Construction Change Directive, a claim may be made therefore as provided in Article 11.5.

11.2 Unauthorized Changes in the Work

11.2.1. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as provided in Article 14.13 or in the case of testing and/or uncovering Work as provided in Articles 12.3 and 12.4.

11.3 Execution of Change Orders and Extra Work Orders

A 11.3.1. Owner and Contractor shall execute appropriate written Change Orders and/or Extra Work Orders (or Written Amendments) recommended by Owner's Representative covering:

11.3.1.1. changes in the Work, which are:

11.3.1.1.1. ordered by Owner's Representative pursuant to Article 11.1;

11.3.1.1.2. required because of acceptance of defective Work under Article 12.7.1 or Owner's Representative's correction of defective Work under Article 12.8; or

11.3.1.1.3. agreed to by the parties;

11.3.1.2. changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive or a Construction Change Directive; and

11.3.1.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Owner's Representative pursuant to Article 11.5; provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws or Regulations, but during any such appeal of the Dispute, Contractor shall carry on the Work and adhere to the Progress Schedule and the Owner shall pay for such work performed subject to final resolution of the Dispute.

11.3.1.4. Owner, with the approval of the Change Order/Extra Work Order, shall submit written evidence to the Contractor that the money to pay for said Change Order Work has been assigned to make payment under the Contract.

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11.4 Notification to Surety

11.4.1. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The penal sum of each applicable Bond will be adjusted to reflect the effect of any such change.

11.4.1.1. Owner shall submit to the pertinent government agencies any documentation required by law or regulation to be submitted for the validity or enforceability of any Change Order Work, and shall provide proof of the proper submittal of said documentation if requested in writing by the Contractor.

11.5 Claims and Disputes

11.5.1. Written notice stating the general nature of each Claim, Dispute, or other matter shall be delivered by Contractor to Owner, through Owner's Representative, promptly (but in no event later than 30 days) after the start of the event giving rise thereto.

11.5.1.1. Notice of the amount or extent of the Claim, Dispute, or other matter with supporting data shall be delivered to the Owner within sixty (60) days after the end of such event (unless Owner's Representative allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter).

11.5.1.2. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Article 11.1.2.

11.5.1.3. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Article 9.2.2.

11.5.1.4. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

11.5.2. If the Dispute is not decided by the Owner's Representative, or said decision notified to Contractor within thirty (30) days following the receipt of the notice of Dispute by the Owner's Representative, the Claim shall be deemed rejected.

11.5.3. Owner's Representative's Decision: Owner's Representative will render a formal decision in writing within thirty (30) days after receipt of the submittal of the Claim. Owner's Representative's written decision regarding the Dispute, or other matter, will be final and binding upon Owner and Contractor unless:

11.5.3.1. An appeal from Owner's Representative's decision is taken within the time limits and in accordance with the dispute resolution procedure set forth in Article 16.

11.5.4. No Claim for an adjustment in Contract Price or Contract Time (or Milestones) will be valid if not submitted in accordance with this section 11.5.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Notice of Defects

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12.1.1. Prompt notice of all defective Work of which Owner, Owner's Representative and Architect/Engineer has actual knowledge will be given to Contractor. If no notice is promptly given to Contractor of previously known defective Work, it shall be deemed acceptable to Owner.

12.1.2. All defective Work may be rejected, corrected, or accepted as provided in this Article.

12.2 Access to Work

12.2.1. Owner, Owner's Representative, Architect/Engineer, Architect/Engineer's Consultant, other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Said access shall be previously coordinated with Contractor.

12.2.1.1. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

12.3 Tests and Inspections

12.3.1. Inspection of Materials

12.3.1.1. Unless otherwise specified in the Contract Documents, all materials are subject to inspection, sampling, testing, retesting and rejection by the Owner's Representative as provided in the specifications and prior to acceptance of the Work.

12.3.1.2. Any work in which untested and unaccepted materials are used without the approval of the Owner's Representative, except if said material is the one specified in the Contract Documents, will be performed at the Contractor's risk.

12.3.1.1.2.1. Material found to be unacceptable will not be paid for and, if directed by the Owner's Representative, shall be removed at the Contractor's expense.

12.3.1.3. Unless otherwise indicated in the Contract Documents, the sampling of materials for testing will be performed by Owner's Representative personnel or by other personnel designated by the Owner, at Owner's expense.

12.3.1.1.3.1. Where sampling by the Contractor is specified, the samples shall be taken using approved Contractor furnished sampling devices, under the supervision of the Owner's Representative, and at such times or intervals as directed.

12.3.1.1.3.2. When materials are tested by the Owner, copies of the test reports will be furnished to the Contractor. Unless otherwise required in the Contract Documents, tests may or may not be performed by Owner and the Contractor shall not rely on the results of the Owner testing being available for process control.

12.3.1.4. Plant Inspection: Owner's Representative may undertake the inspection of materials at the production plant. In the event plant inspection is undertaken the following conditions shall be met:

12.3.1.1.4.1. The Owner's Representative shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

12.3.1.1.4.2. The Owner's Representative shall have full entry at all times to such parts of the plant as may

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concern the manufacture or production of the materials being furnished.

12.3.1.1.4.3. Adequate safety measures shall be provided and maintained.

12.3.2 Contractor shall give Owner's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspections and testing personnel to facilitate required inspections or tests. No delays, or hindrance in the performance of the Work, shall be caused by tardiness in Owner's Representative's inspection of the Work.

12.3.2.1. The Contractor shall submit to the Owner's Representative, within twenty (20) calendar days following the date of Notice to Proceed, the name of the local testing laboratory (ies) proposed for use with respect to the Work.

12.3.2.1.1. The Owner's Representative shall, within ten (10) calendar days after receipt of the submittal of the proposed testing laboratory(ies), approve said laboratory (ies), or submit written reasons for his disapproval.

12.3.2.1.2. If no notice of approval or disapproval is received within said period of time, Contractor shall submit the request for approval to the Chief of Construction or equivalent division head of Owner who shall have ten (10) calendar days to issue his decision. If the Chief of Construction or equivalent division head of Owner does not render his decision within said time, the testing laboratory (ies) will be deemed approved by the Owner's Representative.

12.3.3. Unless otherwise provided in the Contract Documents, Owner's Representative shall employ and pay for the services of independent testing entities to perform all inspections, tests, or approvals required by the Contract Documents except for inspections, tests, or approvals covered by Article 12.3.4. The costs incurred in connection with tests or inspections conducted pursuant to Article 12.4.2.1 shall be paid as provided in Article 12.4.

12.3.3.1 Whenever Contractor is responsible for arranging, obtaining and paying for costs in connection with any inspection, test, or approval required for Owner's Representative's or Architect/Engineer's acceptance of materials, mix designs, or equipment, the inspecting or testing entity shall be submitted for approval by Owner's Representative and the inspection or test shall be performed prior to Contractor purchasing such materials, mix designs, or equipment for incorporation to the Work.

12.3.3.1.1. Unless otherwise indicated in the Contract Documents, such inspections, tests, or approvals shall be performed by organizations acceptable to Owner, Owner's Representative and Architect/Engineer, whose acceptance shall not be unreasonably denied.

12.3.4. If Laws or Regulations of any public body having jurisdiction, at bid opening date, require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Representative the required certificates of inspection or approval. If said Laws and Regulations are enacted after bid opening date, the costs for said inspections shall be borne by the Owner.

12.4 Uncovering Work

12.4.1. If a portion of the Work, whether or not inspected, tested or approved is covered contrary to the Owner's Representative written request or to requirements specifically expressed in the Contract Documents,

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it must, if required in writing by the Owner's Representative be uncovered for the Owner's Representative observation and be replaced or reconstructed at the Contractors expense without change in the Contract Time and Amount.

12.4.2. If a portion of the Work whether or not inspected, tested or approved has been covered and the Owner's Representative had not specifically required its inspection in writing prior to being covered, the Owner's Representative may require its inspection and it shall be uncovered by the Contractor.

12.4.2.1. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others.)

12.4.2.2. If however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

12.5 Correction or Removal of Deficient Work

12.5.1. Contractor shall correct all deficient Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner's Representative's, remove it from the Project and replace it with Work that is not deficient. Contractor shall bear, exclusively, the cost of correcting such deficient Work.

12.6 Correction Period

12.6.1. If within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be deficient; or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations, at the Effective Date of the Agreement, as contemplated in Article 6.11.1 is found to be deficient, in all such instances Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

12.6.1. 1. repair such deficient land or areas; or

12.6.1.2. correct such deficient Work or, if the deficient Work has been rejected by Owner, remove it from the Project and replace it with Work that is not deficient, and

12.6.1.3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or other's land or areas resulting therefrom.

12.6.1.3.1. If Contractor does not, after a ten (10) day written notice from Owner, promptly start complying and diligently comply with the terms of such instructions, (or in an emergency where delay would cause serious risk of loss or damage), Owner may have the deficient Work corrected or repaired or may have the rejected Work removed and replaced, and all costs, arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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12.6.2. In special circumstances where a particular item of equipment is placed in continuous service, at the request of the Owner's Representative, before Substantial Completion of all the Work, the correction period for that item shall start to run from the date that said equipment is placed on service.

12.6.3. Where deficient Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this section 12.6, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

12.7 Acceptance of Non-Compliant Work

12.7.1. If both parties agree, instead of requiring correction or removal and replacement of deficient Work, and Owner (prior to Architect/Engineer's recommendation of final payment) prefers to accept it, Owner may do so.

12.7.1.1. If both parties cannot reach agreement on acceptance of deficient work, then the Contractor shall correct such deficient Work to Owner's satisfaction or either party may make a Claim as provided in Article 11.5.

12.7.2. If any such acceptance occurs prior to Owner's Representative's recommendation of final payment, a Change Order/Extra Work Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

12.7.2.1. If the parties are unable to agree as to the amount thereof, either party may Claim as provided in Article 11.5.

12.8 Owner's Right to Correct Deficient Work

12.8.1. If Contractor fails within a reasonable time after written notice from Owner's Representative to start correction of deficient Work or to diligently prosecute correction or to remove and replace rejected Work as required by Engineer in accordance with Article 12.6.1, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to substantially comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

12.8.2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously.

12.8.2.1. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.

12.8.2.2. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Architect/Engineer and Architect/Engineer's Consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

12.8.3. All costs incurred or sustained by Owner in exercising the rights and remedies under this Article 12.8 will be

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charged to Contractor.

12.8.3.1. If the parties are unable to agree as to the amount of the adjustment, a Claim therefore may be made as provided in Article 11.5.

12.8.3.1.1. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's deficient Work.

12.8.4. Contractor shall not be allowed an extension of the Contract Time (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Article 12.8.

ARTICLE 13 - PAYMENTS AND COMPLETION

13.1 Proposal Schedule and Schedule of Values

13.1.1. Proposal Schedule (Unit-Price Contracts)

13.1.1.1. In Unit-Price Contracts, the quantities in the proposal schedule are approximate only and the actual quantities to be paid for cannot be determined until the work is performed and accepted. Increases or decreases in the proposal schedule quantities will be considered as normal overruns or underruns, and the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work performed.

13.1.1.2. Payments to the Contractor shall be made only for the actual quantities of each contract item, performed and accepted in accordance with the plans and specifications and, if upon completion of the construction, these actual quantities shall show either a decrease or increase from the quantities in the proposal schedule, the contract unit prices will prevail.

13.1.1.2.1. In Unit-Price Contracts, the Contractor will submit for approval to the Owner's Representative a schedule of values for those Lump-Sum bid items only.

13.1.1.2.2. This schedule, when approved by the Owner's Representative, shall be used solely as a basis for the monthly partial payments.

13.1.1.3. If the "Basis of Payment" in the specifications relating to any unit price in the bid schedule requires that said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

13.1.2. Schedule of Values (Lump-Sum Contracts)

13.1.2.1. In Lump-Sum Contracts, the Contractor, within fifteen (15) days after the date of the Notice to Proceed, will submit for approval, to the Owner's Representative, a schedule of values prepared in approved forms of the various portions of the Work aggregating the total Contract Sum, divided so as to facilitate monthly partial payments.

13.1.2.2. Each item in the schedule of values shall include its proper share of overhead and profit. Initial disbursements items such as mobilization, temporary facilities, premiums for insurance, and bonds and all cost of government fees and permits required for work, shall be separately itemized to facilitate first partial payment.

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13.1.2.3. This schedule, when approved by the Owner's Representative, shall be used solely as a basis for the monthly partial payments and not as unit prices for changes in the Work.

13.1.2.4. The schedule of values shall be approved, or rejected in writing for cause notified to Contractor within fifteen (15) calendar days after receipt by Owner's Representative.

13.1.2.4.1. Any individual item on the schedule of values that is rejected by the Owner's Representative must be properly identified and reason for rejection substantiated and notified to the Contractor within said time period.

13.1.2.4.2. The Owner's Representative may allow certain individual items to appear in the schedule of values as lump sum items. These items must be broken down into individual items prior to request any partial payment regarding said individual item.

13.1.2.5. If the Owner's Representative does not reject the schedule of values as specified herein, then the same shall be deemed approved.

13.2 Progress Payments

13.2.1. Applications for Payments

13.2.1.1. The Progress Payment Period shall be one (1) month long unless otherwise indicated in the Contract Documents. The end of the Progress Payment period shall be the last day of the month unless otherwise established in the Contract Documents. The Contractor does not have to submit an application for payment every month if he so chooses.

4 13.2.1.2. At least twenty (20) days before the date established for each progress payment, Contractor shall submit to Owner's Representative for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

13.2.1.3. The determination of quantities of acceptable completed Work under the terms of the Contract Documents will be jointly made by the Owner's Representative and Contractor. It will be based on measurements made by them, or their assistants, according to the units of measurement for each item as shown in the schedule of values and by the method indicated in the corresponding specification, if so indicated in said specification for said item.

13.2.1.4. If the requested payment is based on materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site, or at another location, agreed to in writing, the Application for Payment shall also be accompanied by: (i) a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and (ii) evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein. All evidence required herein shall be in form satisfactory to Owner.

13.2.1.4.1. Such advance payment may be made to the Contractor for the cost of materials that are to be incorporated into the work, provided the materials meet the requirements of the plans and specifications and are on hand at the Site or stored in acceptable storage places.

13.2.1.4.1.1. No advance payment will be made on living or perishable plant materials.

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13.2.1.4.1.2. In the case of materials that have been purchased by the Contractor, the cost shall be determined by the vendors invoice.

13.2.1.4.1.3. In the case of materials manufactured or obtained by the Contractor through the use of his own workmen or equipment, the cost will be determined by the Owner's Representative in accordance with and based upon that particular unit of the Project in which the materials are to be utilized.

13.2.1.4.2. The Contractor shall present signed receipts or other documentary evidence to prove that the cost of the materials for which he is to receive advance payment has been paid in full or, if the materials have not been paid for, the invoice shall be accompanied by a release from the materials dealer expressing his agreement with the payment for such materials to the Contractor by the Owner.

13.2.1.4.3. If at any time after the Contractor has received advance payment for materials on hand at the Site, the Owner or Owner's Representative obtains evidence indicating that said materials, or any part or parts thereof, are defective, or that said materials, or parts thereof, do not conform to the specifications, the Owner will proceed to deduct from any of the succeeding partial payments due the Contractor for work actually performed, a sum sufficient to cover the cost of the materials, or part or parts thereof, found to be defective.

13.2.1.4.4. Materials for which the Contractor has received advance payment shall be properly housed at the Site or in acceptable storage places in the vicinity of the Project in a secure manner that will insure the preservation of their quality and fitness for the Work.

13.2.1.4.4.1. Moreover, the Contractor shall not withdraw said materials for any purpose other than incorporation into the Project, unless he has written consent from the Owner or Owner's Representative to do so.

13.2.1.4.4.2. Storage and protection costs and the cost of replacing lost or damaged materials shall be borne by the Contractor.

13.2.1.4.5. Approval of partial payments for stockpiled materials will not constitute acceptance of such materials for use in completing items of Work.

13.2.1.4.6. An amount equal to the value of materials incorporated into the Work and for which an advance payment has been made, shall be deducted from the partial estimates.

13.2.1.4.7. Unless otherwise specified in the Contract Documents, Payment shall be made to the Contractor for materials fabricated, pre-cast or otherwise produced for the Project and stored at an approved site in Puerto Rico other than in the immediate vicinity of the Project, provided the Contractor furnish and file with the Owner insurance which shall protect the Contractor and the Owner from all risk of physical loss or damage to these materials.

13.2.1.4.7.1. The amount of such insurance shall not be less than the value of such materials.

13.2.2. Retainage

13.2.2.1. The amount of retainage with respect to progress payments shall be as stipulated in the bid documents.

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13.2.2.1.1. Unless otherwise specified in the Contract Documents, such retainage shall be five percent (5%) of each partial payment made to the Contractor.

13.2.2.1.1.1. In cases in which a ten percent (10%) Retainage is required by Owner, then after fifty percent (50%) of the Work has been completed to the Owner's Representative's satisfaction and the Project is on schedule and the quality of Work is satisfactory to the Owner's Representative, all the remaining payments may be made in full.

13.2.2.1.2. Immediately after the Owner's Representative, on the basis of an inspection, has determined and certified that the Work is sufficiently complete, or the Work has been occupied for the use for which it was intended, the Owner will release to the Contractor fifty percent (50%) of the amount previously retained provided the following conditions are met.

13.2.2.1.2.1. A written consent of Surety to make such payment is submitted.

13.2.2.1.2.2. There are no claims to be settled from the Owner to the Contractor.

13.2.2.1.2.3. There are no liquidated damages due.

13.2.2.1.2.3.1. However, at Owner's discretion, the Owner may release to Contractor the difference between fifty percent (50%) of the retainage and the amount of liquidated damages.

13.2.3. Review of Applications

13.2.3.1. The Owner's Representative will review the Application for Payment as soon as it is received and will notify the Contractor within five (5) working days of any exceptions he may have. The Contractor will make the necessary corrections and resubmit the Application.

13.2.3.2. The Owner's Representative will, within seven (7) days of the Contractor's date of submittal or five (5) days from the date of resubmission, if the corrections are acceptable, submit the approved Application for Payment to the Owner with all required documentation and approvals from the Architect/Engineer and the Owner's Representative.

13.2.3.3. Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative to Owner, based on Owner's Representative's observations on the Site of the executed Work as an experienced and qualified professional and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief.

13.2.3.3.1. the Work has progressed to the point indicated

13.2.3.3.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

13.2.3.3.3. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled

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in so far as it is Owner's Representative's responsibility to observe the Work.

13.2.3.4. By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

13.2.3.4.1. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Representative in the Contract Documents; or

13.2.3.4.2. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

13.2.3.5. Neither Owner's Representative's review of Contractor's Work for the purposes of recommending payments nor Owner's Representative's recommendation of any payment, including final payment, will impose responsibility on Owner's Representative to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work.

13.2.3.5.1. Additionally, said review or recommendation will not impose responsibility on Owner's Representative to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

13.2.3.6. Owner's Representative may refuse to recommend in whole or in part of any payment if, in Owner's Representative's reasonable opinion, it would be untruthful to make the representations to Owner referred to in Article 13.2.3.3.

13.2.3.6.1. Owner's Representative may also (i) refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, (ii) revise or (iii) revoke any such payment recommendation previously made, to such extent as may be necessary in Owner's Representative's reasonable opinion to protect Owner from loss because:

13.2.3.6.1.1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

13.2.3.6.1.2. the Contract Price has been reduced by Written Amendment, Change Orders or Extra Work Orders to the extent that justifies withholding payment;

13.2.3.6.1.3. Owner has been required to correct deficient Work or complete Work and has not yet done so; or

13.2.3.6.1.4. Owner's Representative has actual knowledge of the occurrence of any of the events enumerated in Article 15.2.1.

13.2.4. Payments Becomes Due

13.2.4.1. Unless otherwise specified in the Contract Documents, forty (40) days after Owner's approval of the Application for Payment, with Owner's Representative's recommendation, the amount recommended will become due, and when due, shall be paid by Owner to Contractor.

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13.2.5. Reduction in Payment

13.2.5.1. The Owner's Representative, without incurring in liability, may decline to approve any Application for Payment or, because of subsequently discovered evidence or subsequent inspection, he may nullify the whole or any part of any Application for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

13.2.5.1.1. Deficient Work not remedied; or

13.2.5.1.2. Failure of the Contractor to comply with any requirements of the Contract Documents.

13.2.5.2. Owner may refuse to make payment of the full amount recommended by Owner's Representative because:

13.2.5.2.1. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

13.2.5.2.2. Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

13.2.5.2.3. there are other items entitling Owner to a set-off against the amount recommended; or

13.2.5.2.4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 13.2.3.6 or 15.2.1.

13.2.5.3. If Owner refuses to make payment of the full amount recommended by Owner's Representative, Owner must give Contractor immediate written notice (with a copy to Owner's Representative) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

13.2.5.3.1. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's Representative's satisfaction the reasons for such action.

13.2.5.3.2. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Article 13.2.4.

13.2.5.4. Partial payments may be suspended when in the judgment of the Owner the Work has not proceeded according to the terms of the Contract Documents.

13.2.5.5. If at any time during the construction of the Project, the Owner receives proper notice from a third party stating a claim under Civil Code Article 1489, the Contractor shall settle the claim with the third party within fifteen (15) calendar days from the notice to the Owner and inform the Owner of said settlement or otherwise if Contractor disputes the validity of said claim, post a bond, acceptable to Owner, for the benefit of Owner to protect Owner against liability for payment to the third party under Civil Code Article 1489 in which case partial payment therefore will not be withheld. This will apply in any project where there is no Payment or Performance Bond, or the penal sum of such bond is an amount less than one hundred (100) percent of the Contract Sum.

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13.2.5.5.1. If no settlement is reached or a bond is not posted and accepted, the Owner, the Contractor, and the claimant third party shall meet within thirty (30) days after the expiration of the fifteen (15) calendar days to ascertain the amount of the alleged debt.

13.2.5.5.2. Contractor shall then pay within five (5) calendar days the undisputed amount. If no payment is made, the Owner shall retain said amount from the next partial payment and proceed to pay directly the undisputed amount to the third party. If the Contractor posts a bond as provided in Article 13.2.5.5 the Owner will not withhold said amount from Contractor and will not pay the amount to the third party claimant until the Contractor or the third party claimant notify Owner that the dispute among them has been resolved at which time Owner will act accordingly.

13.2.6. Scope of Payment

13.2.6.1. The payment of any partial estimate or of any retained percentage, in no way shall release the obligation of the Contractor to renew or repair any deficient materials used in the construction, or to be responsible for all damage due to such deficiencies.

13.2.6.2. No payment will be made for any unauthorized work.

13.2.6.3. No certificate for a progress payment, nor any progress payment, or any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

13.3 Contractor's Warranty of Title

13.3.1. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment, and will pass free and clear of all Liens, Claims, security interests or encumbrances. Contractor also warrants and guarantees that no Work, materials, or equipment covered by an Application for Payment has been acquired by the Contractor, subject to an agreement under which an interest therein, or an encumbrance thereon, is retained by the seller or otherwise imposed by the Contractor or such other person. This will also apply to any other person performing the Work for the Project on behalf of Contractor, or furnishing materials and equipment for the Project.

13.4 Substantial Completion

13.4.1. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Owner's Representative in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Owner's Representative issue a Certificate of Substantial Completion. Owner may, at its sole option, request that part of the Work be declared Substantially Complete as provided in Article 13.5.1.

13.4.1.1. Within five (5) working days after such request, Owner, Contractor and Owner's Representative shall make an inspection of Work to determine the state of completion. If within this time period, the Owner's Representative fails to make objections or respond, the Contractor shall request the approval of the Chief of Construction or equivalent division head of Owner which shall have fifteen (15) working days to issue its approval or disapproval of the Certificate of Substantial Completion.

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13.4.1.1.1. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify Contractor in writing, within five (5) working days after the inspection, giving the reasons therefore.

13.4.1.1.2. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver to Owner, within ten (10) working days after the inspection, a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

13.4.1.1.3. There shall be attached to the certificate a tentative list of items (punch list) to be completed or corrected before final payment.

13.4.1.2. Owner shall have ten (10) working days after receipt of the tentative certificate during which to make written objection to Owner's Representative as to any provisions of the certificate of Substantial Completion or attached list.

13.4.1.3. If, after considering such objections, indicated on Article 13.4.1.2, Owner's Representative concludes that the Work is not substantially complete, Owner's Representative will within fifteen (15) working days after submission of the tentative certificate of Substantial Completion to Owner notify Contractor in writing, stating the reasons therefore.

13.4.1.4. If, after consideration of Owner's objections, indicated on Article 13.4.1.2, Owner's Representative considers the Work Substantially Complete, Owner's Representative will, within said fifteen (15) working days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised final punch list of items to be completed or corrected). Such final certificate will reflect such changes from the tentative certificate as Owner's Representative believes justified, after consideration of any objections from Owner.

13.4.1.5. At the time of issuance of the certificate of Substantial Completion, Owner will assume all responsibilities with respect to security, operation, safety, and protection of the Work, maintenance, utilities, insurance, and Contractor warranties and guarantees periods will start to run.

13.4.1.6. Unless Owner and Contractor agree otherwise in writing and inform Owner's Representative also in writing prior to Owner's Representative's issuing the definitive certificate of Substantial Completion, Owner's Representative's aforesaid recommendation will be binding on Owner and Contractor until final payment is made.

13.4.2. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

13.5 Partial Utilization

13.5.1 Use by Owner, at Owner's option, of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Representative, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, may be effected (put to such use) prior to Substantial Completion of all the Work subject to the following:

13.5.1.1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready of its intended use and substantially complete.

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13.5.1.1.1. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work.

13.5.1.1.2. Contractor at any time may notify Owner and Owner's Representative in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work.

13.5.1.1.2.1. Within a reasonable time (not more than fifteen (15) days) after either party's request, Owner, Contractor, and Owner's Representative shall make an inspection of that part of the Work subject to the request to determine its state of completion.

13.5.1.1.2.2. If Owner's Representative does not consider that part of the Work to be substantially complete, Owner's Representative will notify Owner and Contractor in writing giving the reasons therefore.

13.5.1.1.2.3. If Owner's Representative issues a certificate of Substantial Completion for said part of the Work thereupon all applicable provisions of Article 13.4 shall apply.

13.5.1.1.3. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 13.4.1.5 regarding property insurance.

13.6 Final Inspection

13.6.1. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner's Representative will, within five (5) working days, make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars this inspection reveals with regard to incomplete or deficient Work.

13.6.1.1. Contractor shall immediately take measures to complete such Work and remedy such deficiencies.

13.7 Final Payment

13.7.1. Application for Payment

13.7.1.1. After Contractor has, in the opinion of Owner's Representative, satisfactorily remedied all incomplete and deficient Work identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents required by the Contract, Contractor may make application for final payment following the procedure for progress payments.

13.7.1.2. The final Application for Payment shall be accompanied, except if previously delivered to Owner's Representative, by:

13.7.1.2.1. all documentation, guarantees, Bonds and insurance called for in the Contract; and

13.7.1.2.2. consent of the surety, if any, to final payment; and

13.7.1.2.3. complete and legally effective releases, or waivers, (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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13.7.1.3. In lieu of the releases or waivers of Liens specified in Article 13.7.1.2.3, if approved by Owner, Contractor may furnish payment receipts or releases in full as part of an affidavit executed by Contractor to the effect that:

13.7.1.3.1. the releases and receipts include all liabilities related to labor, services, material, and equipment for which a Lien could be filed; and

13.7.1.3.2. all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner and Owner's property might in any way be responsible, have been paid or otherwise satisfied.

13.7.1.3.3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against liability related to any such Lien.

13.7.2 Review of Final Application for Payment and Acceptance of the Work.

13.7.2.1. If, on the basis of Owner's Representative's observation of the Work during construction and final inspection, and Owner's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner's Representative will, within fifteen (15) days after receipt of the final Application for Payment, indicate to Owner in writing Owner's Representative's recommendation regarding payment and if payment is recommended present the Application for Payment to Owner, for payment.

13.7.2.1.1. At the same time, Owner's Representative will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Article 13.9.

13.7.2.1.2. Otherwise, within the time specified in Article 13.7.2.1, Owner's Representative will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment. If within said fifteen (15) days after submittal of the final Application for Payment by Contractor the Owner's Representative fails to make objections or respond, the Contractor shall request approval directly from the Owner who shall have fifteen (15) working days to issue approval or disapproval, provided Contractor has also given the same timely notice directly to Owner as required in Article 17.3.2. If no reply is forthcoming from the Owner within the stated time, the final Application for Payment shall be deemed approved.

13.7.3. Final Payment Becomes Due

13.7.3.1. Unless otherwise specified in the Contract Documents, forty (40) days after Owner's approval of the Application for Final Payment, with accompanying documentation, the amount recommended by Owner's Representative will become due, and when due, shall be paid by Owner to Contractor.

13.7.3.2. If payment is not made within the time stated in Article 13.7.3.1., thereafter Owner will pay Contractor interest at the legal rate on the amount due.

13.8 Final Completion Delayed

13.8.1. If, through no fault of the Contractor, final completion of the Work is significantly delayed, and if Owner's

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Representative so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Owner's Representative, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

13.8.2. If the remaining balance to be held by Owner for Work not fully completed, or corrected, is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 3, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner's Representative with Application for such payment.

13.8.2.1. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of any claim or of any right under the Contract.

13.9 Waiver of Claims

13.9.1. The making and acceptance of final payment will constitute:

13.9.1.1. a waiver of all Claims by Owner against Contractor, except for Claims arising from unsettled Liens, from deficient Work appearing after final inspection as the result of failure to comply with the Contract Documents, from special guarantees or from Contractor's continuing obligations under the Contract Documents; and

13.9.1.2. a waiver of all other unsettled Claims by Contractor against Owner, other than those previously made in a timely manner in writing.

13.10 Unilateral Liquidation

13.10.1. The procedures established in this section will be applicable whenever the Contractor is not available in order for the Owner to issue the final payment in accordance with Article 13.7.

13.10.1.1. For purposes of this section, the term "unavailable" shall mean that the Contractor repeatedly fails to answer Owner's requests to meet with the Owner and/or to submit the required documentation under Article 13.7 in order to proceed with the final payment and Project liquidation.

13.10.2. If Contractor is unavailable, Owner shall proceed to issue and process the final application for payment. In order to accomplish this, whenever possible, the Owner will seek to obtain the documentation required under Article 13.7.1.2 and 13.7.1.3.

13.10.2.1. When Owner can not obtain documentation required under Article 13.7.1.2 and 13.7.1.3 such documentation it may be waived by Owner in order to proceed to the issuance of final payment. However, in case of such waiver, Owner may impose those reasonable conditions Owner deems relevant in order to protect Owner's interests and safeguard against claims by third parties.

13.10.3. If after finalizing liquidation of the Contract, payment is due Contractor and Contractor remains unavailable, Owner will retain such payment until Contractor is available to collect such payment. If the Final Payment is negative (i.e., the balance is in favor of the Owner), the Owner shall compensate such amount from any other payment in favor of Contractor, if any, and/or proceed to collect it by any means available.

ARTICLE 14 - PROTECTION OF PERSONS AND PROPERTY

14.1 Public Convenience and Safety

14.1.1. The Contractor shall at all times conduct the Work in a manner that insures the public safety and convenience and the protection of persons and property.

14.1.1.1. Contractor shall perform the Work in a manner that will not cause unreasonable inconvenience to the general public.

14.1.2. The Contractor shall comply with all laws, rules, codes and regulations applicable to the class of work being performed pertaining to public safety and the protection of persons and property.

14.2 Laws to be Observed

14.2.1 It is the Contractor's responsibility to be fully informed of and comply with all Federal, Commonwealth and municipal laws, ordinances, safety codes and regulations, and all such orders or decrees presently in effect or that may be enacted prior to Final Acceptance or which in any way affect the prosecution of the Work.

14.2.1.1. The Contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders and decrees; and shall protect Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, his subcontractors, his suppliers, his agents, or the employees of any of them or by anyone for whom Contractor is responsible.

14.2.1.2. When the United States Government pays all or any portion of the cost of the Work, the federal laws and the rules and regulations pursuant to such laws, if applicable, must be observed by the Contractor, and the Work may be subject to the inspection by any appropriate federal agency.

14.2.2. All costs related to compliance with all laws, rules and regulations enacted after bid opening date, shall be paid for by the Owner and any resulting adjustment to the Contract Price or the Contract Time shall be made by a Change Order to the Contract.

14.2.2.1. If Owner's Representative and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Article 11.5.

14.2.2.2. Payment under this paragraph is contingent to those situations not covered under Article 14.4.4.

14.3 Sanitary, Health and Safety Provisions

14.3.1. The Contractor shall comply with all Federal, Commonwealth and local laws, rules and regulations concerning construction safety and health standards and shall admit without delay any inspector from such health and safety agencies upon presentation of proper credentials.

14.3.2. Contractor shall provide and maintain in orderly sanitary condition such facilities as necessary for the use of his employees, in compliance with the Commonwealth Departments of Health and Labor and other bodies having jurisdiction.

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14.3.3. The Contractor shall not require work to be performed under unsanitary, hazardous or dangerous conditions.

14.4 Labor Relations and Wages

14.4.1. The Contractor shall comply with all the applicable Federal and Commonwealth laws, rules and regulations concerning fair labor practices including minimum wages, work hours, equal employment opportunities, non-discrimination, civil rights, employment of minors, and other labor relation matters.

14.4.2. The minimum wage rates to be paid shall be according to the regulations of the Minimum Wage Board of the Puerto Rico Department of Labor as indicated in the latest issue of its mandatory decree at any time during the execution of the Project.

14.4.3. The Contractor shall pay weekly, in lawful money of the United States of America, including payment by check or direct deposit, the entire amount of wages, less legally authorized or mandated deductions, earned by each of the laborers and employees engaged in the Work.

14.4.3.1. The Contractor shall make available to the Owner for inspection the project payrolls and shall submit copies of such payrolls to the Owner when required.

14.4.3.2. Any irregularities noted will be brought to the attention of the Contractor by the Owner for appropriate corrective action and payment of any pending wages.

14.4.3.2.1. Should the Contractor fail to take the necessary action, he will be subject to such civil and criminal proceedings provided by law and regulations.

14.4.3.3. Payment of wages to laborers and employees of the Contractor for their work shall have preference over the payment of other debts of the Contractor, except as otherwise established by law.

A 14.4.4. If during the term of the Contract, federal minimum wages are increased and said increase is applied to Puerto Rico, or if labor costs and/or fringe benefits are increased by local legislation, the cost of the increase in the Work shall be considered as a Change Order and proven cost increases, including fringe benefits and insurance costs, shall be paid to the Contractor, unless those increases have been legislated, or included as part of a resolution, by either the Commonwealth or Federal Legislative chambers prior to the bid opening date. If after the bid opening date, new local legislation or regulation is imposed which directly increases Contractor's costs of materials or transportation, the Contractor may present a Claim under Article 11.5 for such increases. Such increases in costs must be evidenced and substantiated by the Contractor.

14.4.4.1. If Owner's Representative and Contractor are unable to agree as to entitlement, amount or extent, if any, of any such adjustment under Article 14.4.4, a Claim may be made therefore as provided in Article 11.5.

14.5 Environmental Protection

14.5.1. Contractor shall comply with all Federal, Commonwealth and local environmental laws and regulations.

14.5.1.1. Contractor shall take all necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oil, bitumen, chemicals, or other harmful materials and to prevent pollution of the

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atmosphere with particulate or gaseous matter.

14.5.2. Unless otherwise approved in writing by the Owner, construction operations in rivers, streams, lakes and other bodies of water shall be restricted to those areas where channel changes are shown on the plans and to those areas which must be entered for the construction of temporary or permanent structures.

14.5.2.1. Rivers, streams, lakes and reservoirs shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.

14.5.3. Frequent fording of live streams with construction equipment will not be permitted. Temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary.

14.5.3.1. Unless otherwise approved in writing by the Owner, mechanized equipment shall not be operated in live streams except as may be required to construct channel changes and temporary or permanent structures.

14.5.4. Contractor shall comply with all the requirements regarding soil erosion and water pollution control included in the Environmental Quality Board's regulations, the Owner's other standard specifications, the Plans and other Contract Documents.

14.5.5. If the Contractor should encounter or expose during construction operations any abnormal condition, which may indicate the presence of a hazardous and/or toxic waste, the Contractor shall proceed in accordance with Article 4.7.

14.5.5.1. Abnormal conditions shall include, but shall not be limited, to the following, presence of barrels, discolored earth, metal or wood; obnoxious or unusual odors; visible fumes; excessively hot earth; smoke; or any other condition which appears to be a possible indication of hazardous and/or toxic waste.

14.6 Construction Over or Adjacent to Navigable Waters

14.6.1. All Work and related activity, over, on or adjacent to navigable waters shall be conducted so that free navigation of the waterways will not be interfered with and that the existing navigable depths and clearances will not be impaired except as allowed by permit issued by the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.

14.7 Traffic Protection Devices

14.7.1. The Contractor, when applicable, shall provide, erect and maintain all necessary advance warning signs, barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices; shall provide a sufficient number of watchmen and flag persons, and shall take all necessary precautions for the protection of the Work and the safety of the public in accordance with the plans and other Contract Documents.

14.8 Use of Explosives

14.8.1. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall comply with all the Laws and Regulations concerning the use, storage, transporting, handling and detonating of explosives.

14.8.1.1. The Contractor shall exercise the utmost care with the explosives so as not to endanger life and

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property and he shall be responsible for any and all damages that may result from his use of explosives.

14.8.2. Prior to initiating the use of explosives, the Contractor shall submit to the Owner evidence that his comprehensive general liability insurance required under Article 3 provides coverage for the use of explosives and blasting.

14.8.3. Blasting operations shall be conducted under the most careful and experienced supervision. The Contractor shall keep the Owner informed as to his drilling, blasting and demolition operations.

14.8.4. The Contractor shall furnish and erect special signs to warn the public of his blasting operations.

14.8.4.1. Such signs shall be placed at appropriate points within the Project limits, shall be maintained so as to be clearly evident to the public during all critical periods of the blasting operations and, if blasting is by means of electric detonators, shall include a warning statement to have radio transmitters turned off.

14.8.5. The Contractor shall notify each property owner and public utility company having structures in the proximity to the Site and the Work of his intention to use explosives.

14.8.5.1. Such notice shall be given sufficiently in advance to enable the parties being warned to take steps necessary to protect persons and property from injury.

14.9 Protection and Restoration of Property

14.9.1. The Contractor shall be responsible for the preservation of all public and private property, and shall carefully protect from disturbance or damages all land monuments and property marks until the Owner has witnessed or otherwise referenced their location, and shall not move them until directed.

14.9.2. When the Contractor's excavating operations encounter items of archeological interest such as remains of pre-columbine people's dwelling sites or artifacts of historical, paleontological or archeological significance, operations in the vicinity of such findings shall be temporarily discontinued and the Owner notified.

A 14.9.2.1. The Owner will contact the proper authorities to determine the disposition thereof.

14.9.2.2. When directed by the Owner, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities.

14.9.2.2.1. Such specialized excavation and time delay costs, if any, will be considered and paid for as Extra Work unless the Owner elects to undertake such recovery work by other means.

14.9.2.2.2. If the Owner elects to perform this work by other means, he shall be responsible to the Contractor for costs associated with delay to the Work, only if said delay affects the critical path.

14.9.3. Contractor shall be responsible for all damages or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing the Work, or at any time due to deficient work or materials. The Contractor's responsibility will not be released until the Project has been completed and accepted.

14.9.4. When any direct or indirect damage or injury is caused to public or private property by or on account of an

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act, omission, neglect or misconduct in the execution of the work, or as a consequence of the non-execution thereof, by Contractor, such property shall be restored at the Contractor's expense to a condition similar or equal to that existing before such damage or injury was caused by repairing, rebuilding or otherwise restoring the same, or Contractor shall make good such damage or injury in a manner acceptable to owner.

14.9.5 Contractor shall comply with all necessary soil erosion and water pollution control measures, as indicated in the Contract Documents, and shall exercise due care in their implementation, to avoid causing erosion and drainage problems in all areas inside and outside the Project construction limits.

14.10 Forest Protection

14.10.1. In carrying out Work or related activity within or adjacent to Commonwealth or National Forests, the Contractor shall comply with all regulations of the Commonwealth Fire Service, Puerto Rico Department of Agriculture, United States Forest Service or other authority having jurisdiction, governing the protection of forests and the carrying out of Work within forests, and shall observe all sanitary laws and regulations with respect to the performance of work in forest areas.

14.10.1.1. Contractor shall keep all areas affected by construction related activities in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the agency having jurisdiction of the forest.

14.10.2 The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of forest officials, to do all that is reasonably within their power to prevent and suppress and to assist in the prevention and suppressing forest fires. They shall make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them.

14.11 Responsibility for Damage Claims

14.11.1. The Contractor shall indemnify and save harmless the Owner as follows:

14.11.1.1. The Contractor for itself, agents, employees, successors and assigns agrees to save harmless the Owner, its Officers, Agents, Employees and Architect/Engineer from and against any and all claims, demands and/or suits, except as stated below, whether judicial or extra judicial for any cost whatever arising out or related to the execution of the Contract, and it's insurers shall defend the Owner, its Officers, agents, Employees and Architect/Engineer from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverage limits provided by the Contractor's general liability policy, except where such claims, demands and/or suits are due solely to the negligence of the Owner, its Officers, Agents, employees and negligence, errors and/or omissions of the work performed by the Architect/Engineer. In case that the amount to be paid exceeds the policy amount, then the Contractor shall be responsible for the exceeding amount.

14.12 Contractor's Responsibility for Work

14.12.1. Until the final written acceptance of the Work by the Owner, the Work shall be under the charge and care of the Contractor. He shall take every necessary precaution to protect it from injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or non-execution of the Work.

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14.12.2. The Contractor shall rebuild, repair, restore and make good any damages to any portion of the Work occasioned by any of the causes indicated in paragraph 14.12.1, above, before its completion and acceptance, and shall bear the expense thereof, except damages to the Work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God, such as earthquake, hurricane, tidal wave, major flooding or other cataclysmic phenomenon of nature, acts of the public enemy or of the government.

14.12.3. In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for the Work under the Contract and shall take such precautions as may be necessary to prevent damage to the Project, provide suitable drainage and erect necessary temporary structures, signs or other facilities.

14.12.3.1. During such period of suspension of work, the Contractor shall properly and continuously maintain in acceptable growing conditions all living material in newly established plantings, seeding, and sodding furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

14.12.3.2. All costs for the work described above attributable to a suspension by the Owner shall be reimbursed to the Contractor by the Owner.

14.12.3.3. If the temporary suspension of Work is caused by the Contractor, then he will bear the expenses in such event.

14.12.4. When Work is suspended by the Contractor without authorization from the Owner, or is suspended by the Owner due to the fault of the Contractor, the costs of providing the protective measures specified in paragraph 14.12.3, above, during the period of suspension shall be borne by the Contractor.

4 14.13 Emergencies

14.13.1. In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion to prevent damage, injury, or loss.

14.13.1.1. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 11. Additional costs incurred by the Contractor in a case of an emergency need not be authorized by the Owner's Representative when there is insufficient time to seek Owner's authorization.

14.13.2. If an emergency affects the safety of persons or property at the Site or property adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Either the Owner or the Contractor can declare an emergency.

14.13.2.1. Contractor shall give Owner's Representative prompt notice if Contractor believes that any significant changes in the Work or variations from what is provided by the Contract Documents have been caused by the emergency or are required as a result thereof.

14.13.2.1.1. If Owner's Representative determines that an amendment to the Contract Price or Contract Time is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive, a Change Order or an Extra Work Order will be issued.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of Work

15.1.1. At any time and without cause, Owner may, with a minimum of seven (7) calendar days written notice, suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Contractor and Architect/Engineer. Said notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if Contractor makes a timely Claim therefore as provided in Article 11.5. Said adjustment shall be computed based on the following factors:

15.1.1.1. Fixed Project expenses (after all reasonable reduction and mitigation of expenses) for the period of the Work stoppage, such as: (i) the Contractor's and subcontractor's supervisory, administrative, and operations personnel salaries, together with their corresponding fringe benefits and insurance costs if this personnel has been kept in the Contractor's payroll and are not gainfully utilized by Contractor or someone else elsewhere, (ii) utilities, (iii) Project's fixed equipment, and (iv) miscellaneous expenses such as safety, and vigilance.

15.1.1.1.1. At any time during the suspension, the Owner may order the Contractor to demobilize, paying the Contractor the de-mobilization costs and any future mobilization costs to re-start the Project.

15.1.1.1.2. Cancellation costs and cost increases for materials already ordered which had to be canceled and reordered, provided that such costs are not in excess of reasonable market prices.

15.1.1.1.3. Differential increases in labor costs, and its corresponding fringe and insurance benefits, in the Project for the period that the work is stopped.

15.1.1.1.4. Construction equipment use costs for the stoppage period if said equipment remains stationed at the site (idle equipment rates), or transportation costs if the Owner orders in writing that it be removed from the site. If the equipment is owned by the Contractor, he will be paid the cost (depreciation) of said equipment.

15.1.1.1.5. Insurance costs whose rates are based on the time such insurance is in effect, such as Builder's Risk Insurance, for the period that the work is stopped.

15.1.1.1.6. Contractor's overhead and profit in the amount equivalent to fifteen percent (15%) of all expenses detailed above.

15.1.1.1.7. An amount of the Contractor's main office overhead costs (exclusively in this instance and solely related to suspension) reached by mutual accord between the parties or if no mutual accord can be reached, the cost for main office overhead shall be computed using the Eichleay formula using as base the previous two (2) years of Contractor's main office overhead cost taken from the previous two (2) years financial statements which have been externally audited by a recognized CPA. If the Contractor does not have financial statements prepared externally by a recognized CPA, he must prepare them in order to be able to present a claim for this purpose.

15.1.1.1.8. Contractor shall exert his best effort to mitigate the costs included in this Article 15.1.1.

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15.1.2. At any time, the Owner's Representative may, with a minimum of seven (7) calendar days written notice, for the following causes suspend the Work or part of the Work due to:

15.1.2.1. the repeated and persistence failure of the Contractor to perform his contractual obligations;

15.1.2.2. the repeated and persistent failure of the Contractor to have sufficient labor and the trades necessary to maintain the quality and progress required in the Contract Documents;

15.1.2.3. the repeated and persistent failure of the Contractor to have sufficient material necessary to maintain the quality and progress required in the Contract Documents;

15.1.2.4. the repeated and persistent failure of the Contractor to have sufficient equipment and type of equipment necessary to maintain the quality and progress required in the Contract Documents.

15.1.3. The Contractor will be responsible for all of his costs due the suspension of the Work indicated in Article 15.1.2 and there will be no increase in Contract Price or extension to the Contract Time as a result of such suspension for cause.

15.1.3.1. The suspension for cause under Article 15.1.2 will last until the Contractor remedies the situation or until termination.

15.1.3.2. The Contractor shall also be responsible for the inspection costs made necessary by overtime work to restore the project to its intended schedule due to delays caused by the actions mentioned in Article 15.1.2. Said costs will consist of the actual cost paid therefore by and to the inspector, if his presence is required or necessary.

15.1.4. At any time, the Owner's Representative or the Contractor may suspend the work or part of the work without advanced notice due to any danger or potential danger that may exist to life, limb or property or any emergency whether on the Site or off the Site.

15.1.4.1. The Contractor will be responsible for all of his costs due the suspension and there will be no time extension to the Contract Time if the suspension is due to the failure of the Contractor to perform his contractual obligations.

15.1.4.2. The Owner will compensate the reasonable costs incurred by Contractor if the suspension is due to causes other than the failure of the Contractor to perform his contractual obligations and such causes are attributable to Owner.

15.1.5. In case of suspension of Work for any cause whatsoever, the Contractor shall be responsible for the Work under the Contract and shall take such precautions as may be necessary to prevent damage to the Project, provide suitable drainage and erect necessary temporary structures, signs or other facilities.

15.1.5.1. During such period of suspension, the Contractor shall properly and continuously maintain in acceptable growing conditions all living material in newly established plantings, seeding, and sodding furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

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15.1.5.2. When Work is suspended by the Contractor without authorization from the Owner, or is suspended by the Owner due to the causes specified in Article 15.1.2, the costs of providing the protective measures specified in Article 15.1.5. and 15.1.5.1, during the period of suspension shall be borne by the Contractor.

15.1.5.3. The Contractor will be responsible for all of its costs due to the suspension and there will be no time extension to the Contract Time if the suspension is due to the failure of the Contractor to perform its contractual obligations, or other causes attributable to Contractor.

15.1.5.4 The Owner will compensate the reasonable costs incurred by Contractor if the suspension is due to causes other than the failure of the Contractor to perform his contractual obligations and such causes are attributable to Owner.

15.2 Owner May Terminate for Cause

15.2.1. The occurrence of any one or more of the following events will justify termination for cause:

15.2.1.1. Contractor's persistent or repeated failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the Contract, as adjusted from time to time); or

15.2.1.2. Contractor's egregious disregard of Laws or Regulations of any public body having jurisdiction; or

15.2.1.3. Contractor's persistent or repeated disregard of the authority of Architect/Engineer, Owner or Owner's Representative; or

15.2.1.4. Contractor's persistent and repeated violation of any substantial provisions of the Contract Documents; and does not start curing and without interruption continues to cure same prior to termination.

15.2.1.5. Contractor is adjudged bankrupt, or is a party to a fraud; or

15.2.1.6. Contractor should make a general assignment for the benefit of his creditors; or

15.2.1.7. A receiver be appointed on account of the Contractor's insolvency; or

15.2.1.8. An attachment is made upon a substantial amount the Contractor's properties utilized to perform the Work, and it is not lifted, or the claim otherwise secured, within five (5) working days thereafter; or

15.2.1.9. Contractor persistently fails to make prompt payment to subcontractors, as per Article 6.21.2, or for materials, services, or labor already paid to Contractor by the Owner; or

15.2.1.10. Contractor abandons or discontinues the prosecution of the Work without Owner's written authorization.

15.2.1.10.1 Nevertheless, Contractor may discontinue the prosecution of the Work during: (i) Holy Thursday; (ii) the Friday after Thanksgiving; and (iii) the time period commencing on the Saturday before Christmas Day (December 25) and ending on the Sunday after Three Kings' Day (January 6) without incurring in an event of default due to discontinuance of the Work.

UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

15.2.2. If one or more of the events identified in Article 15.2.1 occur, Owner may, after giving Contractor (and the surety, if any) seven (7) days written notice to cure such default, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools and appliances at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

15.2.3. In Lump Sum contracts, if the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor.

15.2.4. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner's Representative as to their reasonableness and, when so approved by Owner's Representative, incorporated in a Change Order or Extra Work Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed, but shall assume all reasonable means to complete the work at a reasonable cost.

15.2.5. When Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.2.5.1. Termination of the Contract, as stated above, will not release the Contractor of his responsibilities for the Work completed, nor shall said termination release surety from its obligations.

15.3 Owner May Terminate the Contract For Convenience

15.3.1. Upon seven (7) days written notice to Contractor and Architect/Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract for convenience.

15.3.2. After receipt of notice of termination for convenience from the Owner, the Contractor shall submit, within sixty (60) calendar days of the effective termination date, a Claim for compensation damages and/or costs. In such Claim, if presented, Contractor shall be paid, without duplication of any items, the following:

15.3.2.1. In lump sum contracts, the work performed and accepted by the Owner shall be paid in accordance with the schedule of values approved by the Owner.

15.3.2.2. The actual cost of all acceptable materials for which orders have been placed by the Contractor for use under this Contract, provided that, if required by the Owner, the Contractor shall make every reasonable effort to cancel such orders. If said orders can be canceled, the Owner shall pay for all restocking, or other charges, associated with said cancellation.

15.3.2.3. The actual cost of acceptable raw material ordered or purchased for fabrication, or materials already fabricated, whether those materials are located in the shop, the project, or in transit.

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15.3.2.4. The actual amounts paid by the Contractor for construction equipment rentals up to the time of termination, plus any amounts accrued, or payable, under written contracts for the rental of such equipment. Contractor shall make every possible effort to cancel any such contracts. In the event that the rental contracts can be canceled by the Contractor, the Owner shall pay for all reasonable costs incurred directly caused by the rental cancellation. If the equipment is owned by the Contractor, he will be paid the cost (depreciation) of said equipment.

15.3.2.5. The actual costs disbursed by to the Contractor of bonds, insurance, taxes, and deposits required under the Contract, unless previously paid by Owner.

15.3.2.6. Contractor's overhead and profit in the amount equivalent to fifteen percent (15%) of all payments made under Articles 15.3.2.2 to 15.3.2.5.

15.3.2.7. Contractor shall exert his best effort to mitigate the costs mentioned in Articles 15.3.2.2 to 15.3.2.5.

15.3.2.7.1. From the total sum of all the costs indicated in Articles 15.3.2.2 to 15.3.2.6. there shall be deducted all payments therefore previously made and all proper charges to the Contractor in relation therewith.

15.3.3. In the event that the Work is suspended under Article 15.1, thereby stopped for a period of time, and after said suspension is cancelled, the amounts due to the Contractor under the Contract will be first calculated for the suspension period as per Article 15.1 hereunder and then calculated for the cancellation afterwards as per Article 15.3, hereunder. The total amount due the Contractor will be the sum of both.

15.3.4. If the Contract is terminated for convenience, the Owner shall assume all security, and insurance of the project on the effective date of the termination, or cancellation.

15.3.5. Termination of the Contract for convenience, as stated above, will not release Contractor from his responsibilities for the Work completed, nor shall it release his surety of its obligations.

15.3.6. Contractor shall not be entitled to payment on account of loss of anticipated or expected profits or revenues or other economic loss arising out of or resulting from such termination for convenience under this Article 15.3.

15.4 Contractor's Right to Terminate the Contract

15.4.1. The Contractor has the right to Terminate the Contract and recover from the Owner payment for all work executed as specified in Article 15.3.2, herein, if the Owner:

15.4.1.1. substantially stops the work for any reason whatsoever through no act, or fault, of the Contractor for a period of ninety (90) days starting from the written stoppage notice of the Owner and/or the Owner's Representative, or

15.4.1.2. fails to pay the duly approved Request for Payments within eighty (80) calendar days after the same was due.

15.4.2 The foregoing provisions are in addition to, and not in limitation of the rights of the Contractor under any other provisions of the Contract.

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ARTICLE 16 - DISPUTE RESOLUTION

16.1 Disputes

16.1.1. In case of any timely Claim, Dispute or other matter involving the interpretation of the Contract Documents, a change in the Contract Sum, and or an Extension of Contract Time, and other matters in question arising out of, or relating to this Contract or the breach thereof, except for Claims which have been waived by the acceptance of final payment, shall be submitted to and decided first by the Owner's Representative as provided in Article 11.5.

16.1.2. If the Dispute submitted to the Owner's Representative as provided for in Article 11.5 is not decided by him within the thirty (30) day period established therein, the Claim shall be deemed rejected.

16.1.3. If the party establishing the Claim is not satisfied with the decision or automatic rejection by the Owner's Representative, the party will have fifteen (15) days to appeal the decision to the Chief of Construction, or equivalent division head, of the Owner.

16.1.4. The Chief of Construction shall have a period of thirty (30) days from the date of receipt of the notice of appeal during which he must render a decision.

16.1.4.1. However, if the Chief of Construction requires additional time to review the Claim, because of the nature or complexity of the Claim or if additional documents and/or information are needed from the Contractor to make a determination, the Chief of Construction shall submit, within five (5) calendar days of receipt of the notice of appeal, a written notice with an estimate of the additional time needed to review said claim and its justification. This additional time, shall not exceed thirty (30) days, unless more time is agreed upon by the parties.

16.1.4.2. If the Chief of Construction does not render a decision within the time allotted, including extensions, then the Claim shall be deemed rejected.

16.1.5. If the Contractor is not satisfied with the decision or automatic rejection by the Chief of Construction, the Claim shall be referred to the Owner and the Contractor. The parties will meet for negotiations within ten (10) working days of the notice of referral of said Claim. If the Dispute has not been resolved within thirty (30) days after said referral (which may be extended by mutual agreement) and subject to any rights to injunctive relief and unless otherwise specifically provided for herein, the parties shall proceed in accordance with Article 16.2.

16.1.6 Contractor shall carry on the Work and adhere to the progress schedule during all Disputes or disagreements with Owner. The Owner will continue making payments under the Contract for Work performed that is not in Dispute.

16.1.7. No Work shall be delayed or postponed pending resolution of any Disputes or disagreement unless Owner and Contractor otherwise agree in writing.

16.2 Remedies

16.2.1. All Disputes not resolved by the method indicated in Article 16.1, upon written agreement of the parties, shall be submitted to non-binding mediation as indicated in Article 16.3. Either party may, at any time, give written notice to the other party that it does not wish to mediate or to continue to mediate a Dispute. Such notice shall conclude the mediation process.

16.2.2. If the parties fail to agree to submit the Dispute to mediation, or one party decides to cancel the mediation after the mediation has started, or if the mediation process does not resolve all Disputed matters, then the remaining Disputes shall be decided by arbitration, upon timely demand for arbitration, notified by one party to the other within ten (10) days after the mediation process has concluded, if the amount of the claim does not exceed the limits established in Article 16.4.1. The mediation process shall conclude on the date notice is delivered by one party to the other stating that the party does not wish to mediate or to continue to mediate. Any undecided Disputes that exceed the limits established in Article 16.4.1, will be decided by the General Court of Justice of Puerto Rico.

16.3 Mediation

16.3.1. If the parties agree to mediate the Dispute they may chose between:

16.3.1.1. a mutually agreed mediation procedure; or

16.3.1.2. a mediation procedure under the supervision of the Bureau of Claim Resolution by Alternate Methods the Office of the General Court of Justice; or

16.3.1.3. a mediation procedure administered by the American Arbitration Association under Its Construction Industry Mediation Rules.

16.3.2. All costs incurred as a result of the mediation shall be borne equally by the parties, unless the mediator orders otherwise in accordance to Article 16.3.4.

4 16.3.3. The parties will be required to exchange their positions as to the Dispute, fully and in good faith, with a detailed description of the facts and of the applicable law and shall fully exchange supporting documents. If after agreeing to mediate a Dispute a party is substantially unprepared to participate in the proceedings, or fails to participate in good faith, the Mediator at his discretion may require said party to pay all or part of the costs of the mediation incurred by the other party due to the non-compliance with this Article.

16.4 Arbitration

16.4.1. Disputes to be arbitrated shall be limited to those Disputes, which when all sums claimed therefore under the Contract are added, total an aggregate sum of five percent (5%) or less of the Contract Price or \$500,000.00 or less, whichever is lower. Only such Disputes where the aggregate amount claimed is below said threshold shall be resolved through the arbitration procedures established in this Article 16.4. The aggregate sum shall be determined on the date of the notice of the demand for arbitration taking into consideration all pending Disputes regarding the Contract submitted by the Contractor pursuant to Articles 11.5 and 16. In order to qualify for resolution thru arbitration, all issues and Claims regarding liability and damages relating to a particular Dispute must be submitted together, within the same arbitration proceeding. The parties are specifically prohibited from submitting the issue of liability to arbitration and thereafter submitting the issue of damages (regarding the same Dispute) to another arbitration proceeding or to the court.

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16.4.1.1. The \$500,000.00 threshold will be adjusted every five (5) years. The adjustment will be based on the Consumer Price Index (CPI) published by the Government of Puerto Rico. The base year for such adjustment shall be the year 2010.

16.4.1.2. If Contractor invokes the provisions of this Article 16.4, but at a later date submits additional Claims to the Owner under the same Contract, pursuant to Article 11.5 and/or Article 16, for an additional sum which, if added to the amount claimed under the original Dispute(s), surpasses the threshold amount established in Article 16.4.1, then said additional Disputes that surpass the threshold may not be submitted to arbitration and shall be decided by the General Court of Justice of Puerto Rico. Nevertheless, the already pending arbitration proceedings under Article 16.4 shall continue until concluded. If additional Disputes are submitted after the arbitration proceedings are concluded and final award has been entered, then the amounts of the original Claims that were arbitrated and concluded shall not count towards the threshold stated in Article 16.4.1.

16.4.2. Procedure For Binding Arbitration.

16.4.2.1. Contractor shall submit to the Owner, together with the notice of demand for arbitration of a Dispute, a list of no less than five (5) proposed arbitrators, together with their respective curriculum vitae and a disclosure statement from each as to possible conflicts of interest.

16.4.2.2. Within five (5) working days of receipt of the notice of demand for arbitration, Owner shall either: (i) select one (1) arbitrator from the Contractor's list, or (ii) if all arbitrators proposed by Contractor are unacceptable to Owner, submit to Contractor a list of no less than five (5) proposed arbitrators, together with their respective curriculum vitae and a disclosure statement from each as to possible conflicts of interest.

16.4.2.3. Within five (5) working days of receipt of the Owner's list, contractor shall either: (i) select one (1) arbitrator from such list or (ii) reject all arbitrators from the Owner's list. If within the following ten (10) days the parties cannot agree as to an arbitrator or a panel of arbitrators, then each party within the following five (5) days will unilaterally appoint and notify to the other one arbitrator, and the two (2) arbitrators so appointed shall within ten (10) days after the appointment of both arbitrators select a third arbitrator and notify the Owner and the Contractor of said selection, and the three (3) arbitrators shall constitute the panel of arbitrators that shall decide the Dispute. The arbitrators so appointed or selected need not be on the original lists of arbitrators. Within ten (10) days of the selection of the third arbitrator, each arbitrator shall notify Owner and Contractor their respective curriculum vitae and statement as to possible bias or conflict of interest.

16.4.2.4. The arbitration proceedings shall be conducted under the provisions of the Puerto Rico Arbitration Act, Act No. 376 of May 8, 1951, as amended.

16.4.3. Award

16.4.3.1. The award entered need not include written determinations of fact and conclusions of law and the award shall be final and not be reviewable or appealable due to errors of fact or of law. Nevertheless, the arbitrators will endeavor to ascertain the facts and follow the law.

ARTICLE 17 - MISCELLANEOUS

17.1 **Governing Law.** The Contract Documents, and all questions relating to their validity, performance, interpretation and enforcement, shall be governed by and construed in accordance with the laws of the

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Commonwealth of Puerto Rico. Any legal action brought concerning the above shall be brought in accordance with the contract and thereafter exclusively in the courts of the Commonwealth of Puerto Rico.

17.2 Federal Funds

17.2.1. When the United States government or any of its agencies finances or pays for all or any portion of the cost of the Work, federal laws and the applicable rules and regulations must be observed by the Contractor. The Owner will identify in the bid documents the program providing such funds.

17.2.2. If the Contract Documents include a specific provisions issued by such federal funding agency in case of conflict with other provisions of the Contract Documents, said federally issued provisions shall govern.

17.2.3. Unless specified elsewhere in the Contract Documents, the funding federal agency is not a party to this Contract.

17.2.4 When the United States government funds Work covered by the Contract Documents, the Work shall be under the supervision of the Owner but subject to the inspection by the appropriate Federal agency and in accordance with the applicable Federal statutes and rules and regulations.

17.2.4.1. Such inspection shall in no way make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

17.2.4.2. The Contractor shall extend the same courtesies to the representatives of the Federal government as required to be extended to representatives of the Commonwealth government.

17.3 Notice

17.3.1. Unless otherwise specified in the Agreement or in the Contract Documents, written notice shall be deemed to have been duly served if delivered:

17.3.1.1. to Contractor if delivered in person to the individual, to a member or partner of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

17.3.1.2. to Owner if delivered in person to the Owner's Representative or to the Project Inspector; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice with the requirements established in Article 17.3.2.

17.3.2. All notices whereby a consent, approval or action is required to be performed by the recipient within a specific period shall include, in bold and capitalized font, at the top of the transmittal communication the following legend: "IMPORTANT RIGHTS MAY BE LOST BY FAILURE OF [NAME OF PARTY] TO ACT PROMPTLY. SPECIFIC ACTION(S) AND/OR APPROVAL(S) ARE HEREIN REQUESTED. IN CASE OF AUTOMATIC APPROVAL DUE TO FAILURE TO ACT BY THE RECIPIENT THE NOTICE MUST STATE: THIS SUBMISSION WILL BE DEEMED APPROVED _____ BUSINESS DAYS AFTER RECEIPT BY [NAME OF PARTY] IF REJECTION IS NOT NOTIFIED TO [NAME OF SENDER]."

17.4 Computation of Time. When a period of time is to be computed for any purposes under the Contract Documents, the number of days within such period will exclude the first and include the last day. If the last day of

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any such period falls on a Saturday, a Sunday or on a Holiday listed in Article 1.1.1.4f, such day will be excluded from the computation.

17.5 Ownership of Documents. Any reports, information, findings, data, or any other documents prepared or assembled by the Contractor regarding the Contract will be the sole property of the Owner and shall not be made available by Contractor to any individual or organization without the prior written approval of the Owner, unless required by court order.

17.6 Personal Liability of Public Officials. In exercising rights or carrying out duties under the Contract, the Owner's Representative, the Contracting Officer, and their authorized representatives shall not be personally liable, it being understood that they act as the agents and representatives of Owner.

17.7 No Waiver of Legal Rights

17.7.1. In Unit Price Contracts, the Owner shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work (and payment made therefore), from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor from showing that the work or materials do not in fact conform to the Contract.

17.7.2. The Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as Owner may have sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver by Owner of any right hereunder.

17.7.3. A waiver by the Owner, or Contractor, of any breach of the Contract shall not be held to be a waiver as to any other breach.

17.7.4. The Contractor, shall be liable to the Owner for latent defects, fraud, (or such gross mistakes as may amount to fraud), and every contractual warranty or guaranty.

17.8 Cumulative Remedies. The duties and obligations imposed by these General Conditions and the rights and remedies available thereunder are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.9 Successors and Assigns. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

17.10 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in,

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required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work and termination or completion of the Agreement.

17.11 Language. These Uniform General Conditions were enacted by the Secretary and approved by the Governor of Puerto Rico in the English language, according to the Legislative authorization found in Law No. 1 of January 28, 1993.

17.12 Amendments. These Uniform General Conditions shall be amended whenever the Secretary deems it necessary in order to fulfill its purpose.

PART C. ADDITIONAL PROVISIONS

ARTICLE 1: SEPARABILITY CLAUSE; EFFECTIVENESS

1.1 Separability Clause. If any provision authorized in these regulations is declared unconstitutional or void by a Court of Competent jurisdiction, the remaining provisions of this Uniform General Conditions shall continue in effect.

1.2 Effectiveness. These Uniform General Conditions shall enter into effect thirty (30) days after having been filed and enacted by the Department of State, except with regard to Contracts whose Contract Price is paid by one or more Federal Agency in which case these Uniform General Condition, with regard to such Contracts, shall enter into effect immediately after said Federal Agencies, which provide such funds, consent in writing to their use as part of the Contract Documents. At the time of said effectiveness and from that moment forward, general conditions used and issued by a government agency, department, public corporation and instrumentality, may no longer be validly incorporated in Contracts for public works, with the exception of these Uniform General Conditions.

APPROVED ON



Eng. Ruben Hernández Gregorat, MEM, PE
Secretary
Department of Transportation and Public Works

February 22, 2011, IN SAN JUAN, PUERTO RICO.

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GOVERNMENT OF PUERTO RICO

CERTIFICATION

Pursuant to Article 1 of law No. 198 of May 15, 1943, as amended, and Article 1 of Law No. 1 of January 28, 1993, I hereby approve these Uniform General Conditions for Public Contracts of the Government of Puerto Rico, as prepared in the English language by the Secretary of Transportation and Public Works and submitted for my consideration on September 14, 2010.

In San Juan, Puerto Rico, this 15th day of October, 2010.


Luis G. Fortuño
Governor



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GOVERNMENT OF PUERTO RICO

CERTIFICATION

Pursuant to Law No. 198 of May 15, 1943, as amended, and Law No. 1 of January 28, 1993 and after compliance with the Puerto Rico Uniform Administrative Procedure Act, Law No. 170 of August 12, 1988, as amended, I hereby approve the final version of the Uniform General Conditions for Public Contracts of the Government of Puerto Rico, as prepared by the Secretary of Transportation and Public Works and submitted for my consideration on February 22, 2011.

In San Juan, Puerto Rico, this 23rd-day of February of 2011.


Luis G. Fortuño
Governor

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Exhibit J
CONDICIONES ESPECIALES SUPLEMENTARIAS

REPARACIONES GENERALES
Escuela Maria M. Simmons, Vieques, Puerto Rico
Escuela 20 de septiembre de 1988, Vieques, Puerto Rico
Proyecto (30167)
OMEPR/DEPR

I. DISPOSICIONES PARA EL PROCESO DE SUBASTA Y ADJUDICACIÓN DE CONTRATO:

- A. Cada licitador deberá someter su propuesta digitalmente al correo electrónico: omepcentralcompras@de.pr.gov, el día 31 de octubre del 2022 antes de las 11:59 pm.**
- B. Cada licitador cotizará un precio alzado por todos los trabajos incluidos como parte de este contrato, según solicitado en el formulario de propuesta provisto (EXHIBIT A). Se requiere además que cada licitador someta, para el acto de apertura de esta subasta, todos los precios solicitados en el formulario de desglose de costo (EXHIBIT A), así como el itinerario de progreso solicitado. La entrega de dichos formularios debidamente completados en todas sus partes, junto con el itinerario antes mencionado, será requerida para el proceso de evaluación de la subasta, por lo que no someter estos documentos podría conllevar el considerar su propuesta como una no-responsiva para efectos de dicha evaluación.**
- C. Cada licitador deberá verificar, con la oficina de finanzas o la dependencia municipal autorizada, la aplicabilidad del pago de los arbitrios y patentes municipales de este proyecto, para incluir el costo correspondiente a los mismos como parte de su propuesta base (*Base Bid*). De **no** ser aplicable el pago por dichos arbitrios o patentes, el Contratista (licitador al cual se le adjudique el contrato) deberá proveer la documentación correspondiente de parte del municipio (certificando la no-aplicabilidad de estos), como requisito para proceder con el pago del retenido.**
- D. Se requiere que para propósitos de su propuesta base (*Base Bid*), se coticen equipos, materiales, piezas o productos con iguales características (*approved equal*) a los especificados en los documentos del proceso competitivo, según sea el caso. Si el licitador agraciado desea solicitar algún cambio luego de su contratación, el mismo podrá realizarse mediante una solicitud de sustitución (*Request for Substitution - RFS*).**
- E. Cada licitador deberá considerar en su propuesta base (*Base Bid*) todas las condiciones existentes en el proyecto, así como todas las particularidades que presenta el sitio (site) en donde se llevarán a cabo los trabajos incluidos en este proyecto.**

F. La OMEP/PRDE tiene la intención de adjudicar el contrato al licitador mejor calificado que haya cotizado el precio alzado más bajo por todos los trabajos incluidos en el mismo, según solicitado en el formulario de propuesta correspondiente, y cuya oferta cumpla con todos los requisitos, especificaciones, términos y condiciones establecidas en los documentos del proceso competitivo. Sin embargo, la OMEP/DEPR se reservará el derecho de adjudicar dicho contrato considerando además los siguientes criterios:

- 1. Desglose de Costos: Costo total de cada partida incluida en este contrato, según solicitadas como parte de su propuesta para esta subasta.**
- 2. Experiencia del licitador: Cada licitador deberá tener, como mínimo, cinco (5) años de experiencia en proyectos de construcción, rehabilitación y/o mejoras a edificios, escuelas o instalaciones gubernamentales que se mantengan en uso durante el desarrollo de dichos trabajos, presentando evidencia de dicha experiencia como parte del formulario Exhibit B. Es requisito fundamental que cada licitador incluya tanto la experiencia de la compañía (como empresa) como la de sus representantes y oficiales principales, en los trabajos antes mencionados, así como referencias del personal de contacto (nombre, puesto y números de teléfono) en otras agencias de gobierno, corporaciones públicas o empresas privadas con las cuales el licitador haya establecido una relación contractual para realizar proyectos de rehabilitación, reparaciones o mejoras similares a las antes mencionadas..**
- 3. Solvencia Económica: Capacidad financiera, de acuerdo con lo dispuesto en la evaluación técnica realizada por la OMEP/DEPR, la cual se basa en la información suministrada en el Estado Financiero Auditado sometido por el licitador.**
- 4. Personal Técnico: Experiencia y cualificaciones del personal técnico y administrativo de la empresa en proyectos de construcción, rehabilitación y/o mejoras a instalaciones físicas en uso, presentando evidencia de lo antes requerido como parte del Exhibit B.**
- 5. Comportamiento del Licitador en Proyectos Contratados por la OMEP/DEPR (si alguno).**
- 6. Cumplimiento cabal con la entrega de todos los documentos y con todos los requisitos solicitados para la apertura de esta subasta.**

G. OMEP/DEPR se reserva el derecho de:

- 1. Adjudicar dicho contrato a** cualquiera de los subsiguientes postores (restantes licitadores participantes en la subasta) que hayan cumplido con todos los requisitos, especificaciones, términos y condiciones establecidas en el Pliego y sus anejos, bajo las condiciones más favorables para la OMEP/DEPR y en beneficio y conveniencia del mejor interés público, si la licitación con el costo más bajo propuesto ha sido rechazada por incumplimiento en someter la información requerida o en el análisis de dichos documentos.
- 2. Rechazar cualquier oferta de los licitadores** que no cumpla con las especificaciones, términos, condiciones e instrucciones de esta subasta o cuando la misma esté condicionada.
- 3. Cancelar la adjudicación de cualquier contrato** en cualquier momento antes de la firma de este sin que medie responsabilidad alguna para la OMEP/DEPR.

H. Aunque las Condiciones Generales Uniformes (Uniform General Conditions for Public Works Contracts in Puerto Rico) incluyen en su portada el logo del Departamento de Transportación y Obras Públicas (DTOP), se aclara que las disposiciones contenidas en las mismas aplican, por ley, a todos los proyectos propuestos por agencias y corporaciones públicas del gobierno del Estado Libre Asociado de Puerto Rico

I. El Contratista deberá cumplir con las disposiciones de la Orden Ejecutiva establecida en el Boletín Administrativo OE-2021-023 (Orden Ejecutiva para aumentar el salario mínimo de los trabajadores en proyectos de construcción sufragados con fondos públicos federales de reconstrucción y para derogar los Boletines Administrativos oe-2018-033 y OE-2020-075.

II. DISPOSICIONES RELACIONADAS AL DESARROLLO DEL PROYECTO:

A. Documentación y Procedimientos:

- 1. El licitador a quien se le adjudique la buena pro deberá proveerle a la OMEP/DEPR, no más tarde de la fecha de otorgamiento del Contrato, las fianzas para el pago de sus obligaciones y el cumplimiento fiel del mismo.**
- 2. Todo cambio que surja durante la ejecución de los trabajos incluidos en contrato, por recomendación del Contratista o mediante una solicitud formal a la OMEP/DEPR a través de su representante designado o a través del supervisor del proyecto, deberá informarse por escrito mediante carta firmada por el Contratista, con la recomendación y la aprobación de la OMEP/DEPR.**
- 3. Cualquier duda o desacuerdo que tenga el Contratista, deberá dejarlo saber en correspondencia escrita a la OMEP/DEPR.**
- 4. Se recuerda que la calidad de los trabajos realizados por los sub-contratistas (si alguno) será responsabilidad del contratista general. Cualquier diferencia relacionada con estos trabajos, sólo se discutirá con este último, a menos que la OMEP/DEPR considere necesario y conveniente incluir a los sub-contratados por el mismo en dicha discusión.**
- 5. Se aclara al Contratista que las extensiones de tiempo de ejecución (*time for completion*) para el proyecto, que sean solicitadas por motivos de lluvia o inclemencias del tiempo, deberán estar debidamente documentadas y aprobadas por el representante designado de la OMEP/DEPR, acompañando dicha solicitud con evidencia de la cantidad de lluvia caída en el área donde ubica la Escuela. Para situaciones atmosféricas tales como tormentas, huracanes u otros sucesos extraordinarios, el Contratista someterá a la OMEP/DEPR, por escrito, un plan de emergencia para su evaluación y aprobación.**
- 6. Para propósito del itinerario del proyecto y del desglose detallado de costos para fines de pago (*progress schedule and breakdown for payment*), respectivamente, el Contratista podrá considerar hasta un máximo de tres (3) días de "clima severo e inusual" (*severe unusual weather*) por mes. En ninguna circunstancia se debe considerar este periodo como una extensión automática al tiempo de construcción.**
- 7. Se recuerda que la OMEP/DEPR retendrá el diez por ciento (10%) de todas las certificaciones parciales de pago hasta tanto el Contratista alcance un cincuenta por ciento (50%) de obra terminada y certificada por la propia OMEP/DEPR. Una vez el proyecto supere dicho por ciento de terminación, la OMEP/DEPR se reservará el derecho de continuar o discontinuar dicha retención en las certificaciones subsiguientes. Esta condición enmienda lo estipulado en los Artículos 13.2.2.1.1 y 13.2.2.1.1.1 de las Condiciones Generales Uniformes (*Uniform General Conditions for Public Works Contracts in Puerto Rico*).**

8. El Contratista será responsable de llevar a cabo todos los trabajos incluidos en el proyecto en estrecha coordinación con los funcionarios designados como representantes de la OMEP/DEPR para este proyecto. **Se recuerda que en este proyecto habrá presencia de personal de la OMEP/DEPR inspeccionando y coordinando todas las labores a ser realizadas en la Escuela como parte del proyecto.**

B. Servicios e Instalaciones Existentes:

1. **El Contratista será responsable de verificar en sitio y confirmar**, con el representante designado de la OMEP/DEPR para este proyecto, los siguientes aspectos relacionados con estos trabajos:
 1. **Dimensiones de las áreas** del sitio (*site*) y de las áreas interiores de los edificios de la Superintendencia en donde se realizarán los trabajos incluidos en contrato, así como los materiales, herramientas y equipos necesarios para realizar dichos trabajos.
 2. **Ubicación exacta de** la infraestructura existente para el sistema de drenaje pluvial en las áreas de techo del edificio y las áreas del solar impactadas por los trabajos incluidos en contrato.
 3. **Ubicación, características y condiciones existentes** de los equipos del sistema de ventilación a ser reemplazados como parte de este contrato.
 4. **Ubicación exacta, características y capacidad de carga de** los paneles, equipos y utilidades existentes del sistema de distribución de electricidad, disponibles para energizar las luminarias propuestas para las áreas interiores de la Escuela.
2. **De surgir alguna discrepancia entre la infraestructura existente a permanecer y las nuevas instalaciones, unidades o equipos propuestos**, el Contratista será responsable de discutir y aclarar la misma con el representante designado de la (OMEP/DEPR), antes de tomar cualquier decisión. **El Contratista NO realizará trabajo alguno que considere adicional al contrato sin la autorización previa, por escrito, de OMEP/DEPR.**
3. **El Contratista deberá coordinar**, con el representante designado de la OMEP/DEPR para el proyecto, **el uso de las instalaciones existentes para los servicios sanitarios (baños) y los servicios de energía eléctrica y agua potable** que considere necesarios para la realización de los trabajos incluidos en el proyecto.

C. Cumplimiento con Códigos y Reglamentos:

1. **Las medidas o especificaciones establecidas como *estándares* en reglamentos y códigos vigentes al momento de la firma del contrato, según el uso y aplicación, deberán predominar siempre** sobre lo indicado en los Documentos de Contrato, a menos que se especifique lo contrario en los mismos. De especificarse lo contrario, el Contratista deberá confirmar dicha información con el inspector del proyecto y/o representante designado de la OMEP/DEPR para estos trabajos.
2. **Se recuerda que todos los trabajos incluidos en este contrato tendrán que realizarse en conformidad con** todos los códigos, reglamentos y/o resoluciones vigentes que sean aplicables a los mismos, establecidas por las entidades profesionales autorizadas (ACI, ASTM, ASHRAE, NEC, NEMA, etc.), por la Oficina de Gerencia de Permisos y Endosos (OGPE) y por todas las Agencias Gubernamentales Reguladoras del Estado Libre Asociado de Puerto Rico y del Gobierno Federal de los Estados Unidos de Norteamérica con injerencia en dichas actividades..
3. **Se recuerda que tanto las especificaciones técnicas como las hojas de datos provistas como parte de los documentos del Pliego han sido sometidas como referencia con la intención de establecer estándares mínimos de calidad en productos, materiales y métodos o procedimientos de aplicación e instalación.** Los estándares, reglamentos y códigos mencionados en las mismas podrían estar caducados, por lo que cada licitador será responsable de considerar en su propuesta las disposiciones y estándares establecidos en la versión más actualizada de los códigos y reglamentos vigentes (IBC-2018) al momento de someter su cotización.
4. **El Contratista proveerá e instalará** todos los refuerzos estructurales, soportes y anclajes requeridos por los códigos de construcción vigentes (aplicables a estos trabajos), aunque los mismos no se encuentren ilustrados en los planos. Además, el Contratista proveerá e instalará todo alambrado o dispositivo eléctrico y toda conexión mecánica/eléctrica que sea necesaria para que las nuevas unidades de aire acondicionado (si alguna) y las luminarias o equipos eléctricos a ser instalados puedan entrar en operación adecuadamente y la facilidad pueda operar funcionalmente, sin incurrir en costos adicionales, en cumplimiento con todos los códigos aplicables y con la aprobación y aceptación por parte de la OMEP/DEPR. **Esta disposición se mantendrá vigente, aunque cualquiera de los equipos, dispositivos o materiales antes mencionados no haya sido indicado en especificaciones o como parte del alcance del proyecto.**
5. **La OMEP/DEPR se reservará el derecho de requerir al Contratista el sometimiento de literatura, especificaciones o cualquier otra información técnica adicional de las unidades de ventilación y de los equipos eléctricos y mecánicos** que se proponga proveer e instalar en el proyecto, con el fin de evaluar los mismos y someter su correspondiente aprobación como parte de los trabajos incluidos en este contrato.

- 6. De surgir alguna discrepancia entre lo existente, lo indicado en los planos de referencia y lo dispuesto en las especificaciones técnicas, anejos o cualquier otro Documento del Pliego en relación con algún tipo de producto, material, equipo o trabajo especificado, el Contratista deberá considerar que siempre prevalecerán los requisitos y condiciones más restrictivas, incluyendo mayor cantidad y calidad de productos, materiales, accesorios y equipo, mayor nivel de seguridad y el trabajo más complejo o exigente.**
- 7. La OMEP/DEPR se reservará el derecho de solicitarle al Contratista, en el momento que así lo considere oportuno y a través de su representante designado, la entrega de una certificación en donde se especifique que todos los productos a ser utilizados en el proyecto, así como todos los nuevos materiales provistos e instalados como parte de los trabajos propuestos (incluyendo aquellos instalados en sustitución de materiales existentes a ser removidos), se encuentran libres de contenido de asbesto y plomo.**

D. Seguridad en la Ejecución de los Trabajos:

- 1. El Contratista será responsable de tomar todas las medidas necesarias para proteger las instalaciones o utilidades existentes (a permanecer) en las áreas afectadas por el desarrollo de la obra y de realizar las reparaciones a aquellas instalaciones o utilidades que sufran daños o sean averiadas por causa de los trabajos o actividades relacionadas al proyecto, según requerido por el representante designado de la OMEP/DEPR. Cualquier ruptura de tuberías, de infraestructura mecánica o de utilidades eléctricas, causada por los trabajos incluidos en este contrato, deberá ser reparada inmediatamente de forma tal que los servicios afectados por dicha condición sean re-establecidos a la mayor brevedad. De no cumplir con lo antes mencionado, la OMEP/DEPR evaluará posibles sanciones económicas a ser reclamadas al Contratista.**
- 2. El Contratista deberá tomar todas las medidas necesarias para evitar:**
 - a. La propagación de polvo fugitivo** procedente de actividades de remoción selectiva y de acarreo de materiales o escombros, en estricto cumplimiento con las disposiciones establecidas en el **Reglamento para el Control de Contaminación Atmosférica** de la Junta de Calidad Ambiental (JCA) y la reglamentación federal aplicable.
 - b. La utilización de materiales y equipo** que emitan gases y/o residuos tóxicos al ambiente, en estricto cumplimiento con las disposiciones establecidas en el **Reglamento para el Control de Contaminación Atmosférica** de la Junta de Calidad Ambiental (JCA) y la reglamentación federal aplicable.
 - c. La propagación de ruidos** procedentes de las áreas afectadas por los trabajos incluidos en contrato, que excedan los niveles máximos de ruido permitidos por ley, de acuerdo con las disposiciones establecidas en el **Reglamento para el Control de Contaminación por Ruidos** de la Junta de Calidad Ambiental (JCA) y la reglamentación federal aplicable.

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- d. La realización de cualquier actividad** que pueda afectar adversamente la salud de los agentes y empleados civiles que laboran en estas instalaciones, así como la salud de los visitantes de la Superintendencia y los residentes de las comunidades aledañas a la misma, en cumplimiento con todas las leyes y reglamentos ambientales, estatales y federales, que sean aplicables. Es de notar que cualquier multa de OSHA notificada a la OMEP/DEPR, como consecuencia, motivada, o relacionada con la conducta del Contratista por trabajos relacionados a este proyecto, **será de la entera responsabilidad de éste. El Contratista será responsable además** del reembolso de los gastos incurridos por OMEP/DEPR en la defensa correspondiente al proceso de apelación de dicha multa.
- 3. El Contratista será responsable de** tomar todas las medidas necesarias para garantizar la seguridad de los agentes, empleados y visitantes en las áreas de las áreas afectadas por los trabajos incluidos en contrato. **De igual forma, el Contratista será responsable de coordinar, con el representante designado de la OMEP/DEPR,** todo lo relacionado con el área de almacenaje de materiales y equipos dentro del sitio del proyecto y todo lo relacionado con la seguridad necesaria para proteger los equipos o materiales almacenados en el mismo, durante el tiempo de ejecución del proyecto.
- 4. El Contratista deberá coordinar todas las medidas de seguridad que estime necesarias para delimitar y rotular** las áreas impactadas por los trabajos incluidos en este contrato, así como las áreas dispuestas para almacenaje de materiales y equipos, **de forma tal que se pueda restringir el acceso** a las mismas de empleados civiles no-autorizados, visitantes u otras personas ajenas al proyecto, durante el desarrollo de la obra.
- E. Limpieza y Disposición de Materiales y Equipos:**
- 1. El Contratista deberá proveer el contenedor, camión o medio de almacenamiento y transporte adecuado para disponer, de forma inmediata, de toda la basura, chatarra o escombros que se generen como consecuencia de los trabajos incluidos en contrato. No** se permitirá utilizar los contenedores de basura existentes en las instalaciones de la Comandancia para estos fines. **El Contratista coordinará, con el representante designado de la OMEP/DEPR, la ubicación final de los contenedores a utilizarse para dichos fines, así como el horario apropiado para su vaciado.**
- 2. Toda la basura, escombros o residuos de materiales removidos deberán ser dispuestos adecuadamente con su contenido por el Contratista** (en un vertedero o lugar autorizado para dicha actividad), de forma tal que, de ser tóxicos o contaminantes, se cumpla con todas las leyes y reglamentos ambientales (estatales y federales) aplicables a estas actividades. **Recae como responsabilidad del Contratista el identificar el contenido del material y disponer del mismo adecuadamente, presentando como evidencia el manifiesto de disposición en original.**

3. **Se aclara que el Contratista no podrá disponer adecuadamente de unidades o equipos del sistema de ventilación** (a ser removidos como parte de este contrato), hasta tanto los técnicos de la OMEP/DEPR seleccionen aquellos dispositivos, materiales o piezas que desean retener en inventario para su re-utilización. **La selección y retención de piezas, dispositivos o materiales para dichos fines podrá ocurrir hasta el día en que el Contratista remueva la unidad o equipo mecánico a ser dispuesto.**
4. **Se aclara que el remanente de la unidad o equipo del sistema de ventilación, así como todos los materiales o piezas en metal que sean removidas y no vayan a ser reutilizadas por parte de la OMEP/DEPR, serán transportadas por el Contratista a un centro autorizado de reciclaje para su entrega y venta correspondiente.** Los recaudos obtenidos por dicha transacción serán devueltos mediante cheque o giro postal a favor de la OMEP/DEPR (entregado directamente a la Oficina de Tesorería), acompañando el pago con una carta que indique el proyecto de procedencia, la región a la cual pertenece el mismo OMEP/DEPR), la razón para la devolución y la cantidad del importe o recaudo. La OMEP/DEPR requerirá además una copia en original del recibo provisto por el centro de reciclaje, como evidencia de la realización del proceso de compraventa antes mencionado.
5. **Se recuerda que el Contratista será responsable de mantener diariamente todas las áreas de trabajo limpias y libres de basura o escombros, antes de completar su jornada laboral.**

F. Horarios de Trabajo:

1. **El Contratista deberá coordinar, con el funcionario designado como representante de la OMEP/DEPR (supervisor o coordinador del proyecto), el horario más apropiado (fuera de horas laborables) para realizar los siguientes trabajos:**
 - a. **Trabajos que requieran demolición parcial de elementos estructurales en acero u hormigón (si alguno), demolición parcial de paredes en bloque y/o reemplazo de ventanas, a realizarse en las áreas afectadas por los trabajos incluidos en este contrato.**
 - b. **Trabajos de acarreo e instalación de unidades de ventilación o equipos mecánicos/eléctricos que requieran el uso de grúas ubicadas dentro de los predios de la Escuela.**
 - c. **Trabajos que requieran la desconexión del suministro total o parcial del servicio de electricidad en instalaciones de la Escuela que no formen parte de los trabajos incluidos en este contrato.**
 - d. **Transporte y movimiento de materiales y equipo en los ascensores de carga o cualquier otro ascensor ubicado en dichas instalaciones.**

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- e. **Acarreo y disposición de basura, chatarra o escombros generados por actividades de remoción o demolición.**

De ser necesario realizar alguno de estos trabajos durante horas laborables o durante el horario de operaciones de la Escuela, los mismos deberán estar coordinados y autorizados (por escrito) por el representante designado de la OMEP/DEPR para este proyecto.

2. **Con la excepción de los trabajos indicados en la nota anterior** todas las restantes tareas a ser realizadas por el Contratista como parte del alcance (*scope*) de este proyecto podrán llevarse a cabo durante horas laborables (según definidas en las Condiciones Generales Uniformes (*Uniform General Conditions for Public Works Contract*) o durante el horario de operaciones de la escuela **siempre y cuando las mismas no interrumpan o interfieran** con las labores y los servicios que se brindan en estas instalaciones.
3. **Se dispone que, en aquellas áreas interiores de la Escuela que se encuentren completamente desocupadas,** el Contratista podrá realizar trabajos incluidos en el alcance (*scope*) de este proyecto durante horas laborables (según definidas en las Condiciones Generales Uniformes (*Uniform General Conditions for Public Works Contract*), **sin** las restricciones mencionadas en las notas I y 2 de este Inciso "F" y en estrecha coordinación con el representante designado de la OMEP/DEPR para este proyecto.
4. **Se recuerda que de ser necesario realizar cualquier trabajo incluido en contrato,** fuera de horas laborables, en días feriados, en fines de semana, o durante cualquier otro periodo de receso de labores decretado por el Gobernador del Estado Libre Asociado de Puerto Rico o el director ejecutivo de la OMEP/DEPR, **el mismo deberá estar coordinado y autorizado (por escrito) por el representante designado de la OMEP/DEPR para este proyecto.**

G. Instalaciones Temporeras:

1. **Se aclara que la OMEP/DEPR le requiere al Contratista la instalación de una oficina temporera de inspección.** A lo mínimo debe incluir lo siguiente:
 - a. Un área mínima de 100 pies cuadrados de espacio accesible, incluyendo una puerta con cerradura, adecuadamente iluminada, con servicio eléctrico y receptáculos para equipo de oficina.
 - b. Un escritorio y una silla, una mesa de aproximadamente 3' x 6', un archivo de 4 gavetas con cerradura, estante vertical para planos y fotocopiadora compartida.
 - c. Aire acondicionado, enchufes eléctricos de 110 V y servicio/conexión compartida a Internet según requerido.
 - d. Acceso a agua potable y servicios sanitarios.

III. DISPOSICIONES TÉCNICAS PARA LOS TRABAJOS INCLUIDOS EN CONTRATO:

A. Trabajos Civiles y Arquitectónicos:

- 1. El Contratista (Design/Builder) deberá reparar todas las grietas identificadas (*Ubicación de Grietas en Superficies a Repararse*) de acuerdo con las instrucciones del equipo de diseño del proyecto.**
- 2. Los trabajos para la instalación del techo de metal** requieren de instalación de tubos 4"x4" como base en las columnas y purlins no menores de 6", de acuerdo con la separación de las columnas. Los paneles del techo en metal serán en zinc, gauge 24 (mínimo), pintado y asegurado con tensores como refuerzo adicional. Además, el Contratista entregará un dibujo de taller (*shop drawing*) para la aprobación de la OMEP/DEPR, cumpliendo con todos los estándares, códigos y reglamentos vigentes que sean aplicables a dicha estructura.
- 3. El Contratista proveerá e instalará cerámicas de piso y pared** en varios baños, seleccionando colores similares a los existentes (en caso de no encontrar cerámicas iguales a las instaladas en sitio). El ingeniero del proyecto podrá intervenir en la selección de las nuevas losas que sustituirán a las existentes, con el propósito de crear un diseño armonizado.
- 4. El Contratista será responsable de desarrollar documentos de construcción estampados por un profesional de diseño licenciado especificando el método de reparación y uso de materiales apropiados para ejecutar todas las reparaciones en el alcance de trabajo del proyecto.**
- 5. De ser requerido por el representante designado de la OMEP/DEPR, el Contratista deberá remover temporeraamente,** aquellas tuberías, ductos u otros componentes o equipos del sistema de aire acondicionado, así como todo equipo de comunicaciones (antenas, cableado de TV, etc.) y utilidades del sistema eléctrico (paneles, conductos, cables, etc.) que se encuentren en plena operación (en uso) y anclados a las superficies de los techos y parapetos, previo a la realización de los trabajos incluidos en este contrato. Luego de completados dichos trabajos, el Contratista deberá reinstalar todos los componentes y equipos en la misma ubicación en que se encontraban originalmente. **Tanto la remoción como la reinstalación de dichos equipos y componentes deberán realizarse en coordinación con OMEP/DEPR y en cumplimiento con las directrices del representante designado de la OMEP/DEPR para este proyecto.**
- 6. El Contratista deberá tomar todas las medidas que sean necesarias o** requeridas para proteger las superficies de los techos que queden expuestas durante los trabajos con el objetivo de prevenir filtraciones de agua a las áreas interiores del edificio durante periodos de lluvia u otros sucesos imprevistos.

- 7. Bajo ningún concepto el Contratista realizará trabajo alguno sin la presencia de un inspector o representante autorizado de la OMEP/DEPR.** Tampoco realizará trabajos si las condiciones ambientales no son propicias. De así hacerlo, se le exigirá y asumirá la responsabilidad por la remoción y disposición del material instalado.

- 8.** El proyecto conlleva reparaciones estructurales inmediatas para poder ocupar los Edificios basado en el calendario escolar, incluyendo columnas cortas identificadas en el reporte estructural.

B. Impermeabilización de Techos: Alcance de Trabajos

La impermeabilización de los techos para el proyecto de referencia incluye, pero no se limita a los siguientes trabajos:

- 1. Remoción parcial y disposición adecuada (en vertederos autorizados) del sistema existente de impermeabilización,** incluyendo las membranas, la aislación y todo material foráneo que se encuentre sin anclar a la superficie expuesta de los techos.

- 2. Aplicación de tratamiento de sellado de grietas en la superficie de los techos que así lo requieran** y en parapetos o paredes exteriores ubicadas en dichos techos, utilizando materiales y procedimientos iguales (approved equal) a los indicados en las especificaciones técnicas. El Contratista además deberá reparar cualquier otro daño existente a dichas superficies que pueda impedir la completa instalación del nuevo sistema de impermeabilización.

- 3. Eliminación de empozamientos de agua en los techos incluidos en contrato mediante el uso de hormigón liviano. Estos trabajos deberán incluir, de ser necesario,** el restablecimiento de la lima hoyas entre los drenajes existentes, la reparación y reacondicionamiento de estos y el reemplazo de aquellos drenajes averiados o inservibles, según lo requiera el representante designado de la OMEP/DEPR.

- 4. Adquisición e instalación de un nuevo sistema de impermeabilización de techos igual (approved equal)** a los sistemas indicados en las especificaciones técnicas, según aceptados y aprobados por la OMEP/DEPR. Estos trabajos incluyen además la adquisición e instalación de flashings para las superficies que así lo requieran.

C. Impermeabilización de Techos: Disposiciones Técnicas.

- 1. OMEP/DEPR aceptará como sistemas de impermeabilización de techos productos parecidos o similares a los especificados.** Aquellos sistemas basados en la instalación de algún tipo de membrana sobre las superficies existentes cumplirán con los parámetros indicados en las especificaciones técnicas relacionadas. **No se aceptarán sistemas basados en la aplicación de pinturas elastoméricas o asfalto caliente (brea) sobre las superficies a ser tratadas.**

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2. **El Contratista podrá proponer**, mediante el procedimiento establecido para la aprobación de sometimientos (submittals), otro sistema de impermeabilización de techos que considere igual (approved equal) al sistema especificado, **siempre y cuando el mismo cumpla estrictamente** con las especificaciones y disposiciones técnicas establecidas para dicho sistema en los Documentos de Contrato, y el mismo sea aceptado y aprobado por la OMEP/DEPR.
3. **El Contratista será responsable de verificar en sitio y confirmar**, con el representante designado de la OMEP/DEPR para este proyecto, los siguientes aspectos relacionados con estos trabajos:
 - a) **Dimensiones y ubicación** de las áreas de superficie de los techos en donde se realizarán los trabajos de impermeabilización, así como los materiales, herramientas y equipos necesarios para realizar los mismos.
 - b) **Ubicación y condiciones** del equipo e infraestructura existente para los sistemas de aire acondicionado, comunicaciones, distribución de electricidad y drenaje pluvial, en las superficies de los techos en donde se realizarán los trabajos incluidos en este contrato.
4. **Cualquier diferencia entre el área total de superficie a ser impermeabilizada**, según indicada en los Pliegos de subasta, y el área total de los techos, según medida y determinada en el sitio del proyecto, **será verificada y certificada por el representante autorizado de la OMEP/DEPR**. Esta certificación será requerida antes de proceder con la concesión del débito o el crédito al pago del Contratista, según sea el caso, en base al precio unitario por pie cuadrado sometido por este último en la apertura de subasta, como parte de los formularios de Propuesta y Desglose de Costos (Proposal and Cost Breakdown), respectivamente, o el indicado en el desglose detallado para pago de partidas de trabajo (*Breakdown for Payment*).
5. **Previo a la instalación del nuevo sistema de impermeabilización**, el Contratista y el inspector o representante designado de la OMEP/DEPR deberán verificar que:
 - a) **Las superficies de los techos han recibido la preparación necesaria y requerida por las especificaciones técnicas y el fabricante** del nuevo sistema de impermeabilización, eliminando de las mismas todo empozamiento de agua previamente existente.
 - b) **Las pendientes requeridas en los techos y las lima hoyas entre los drenajes han sido conservadas o reestablecidas**, según sea el caso, de la forma y manera indicada en las especificaciones técnicas del contrato.

El Contratista no será autorizado a proceder con la realización de los restantes trabajos de impermeabilización de techos, correspondientes a este contrato, hasta tanto el inspector o funcionario designado como representante de la OMEP/DEPR haya verificado y aprobado la preparación de superficies y el restablecimiento de pendientes, respectivamente, y haya emitido por escrito una orden para proceder con la continuación de dichos trabajos. La OMEP/DEPR no será responsable por los gastos en que incurra el Contratista como consecuencia del incumplimiento de esta condición especial.

- 6. Todas las membranas del nuevo sistema de impermeabilización deberán instalarse hasta la esquina exterior del tope del parapeto (refiérase al Detalle Núm. 1 del Anejo 2), anclando las mismas en dicha esquina mediante el uso de un *angular flashing* o el tipo de anclaje (si alguno) recomendado por el fabricante del sistema propuesto. Queda a discreción del representante designado de la OMEP/DEPR el requerir el empañetado o resanado en aquellos topes cuya superficie se encuentre deteriorada o no apta para anclar las nuevas membranas.**
- 7. De ser requerido por el representante designado de la OMEP/DEPR, el Contratista deberá remover, temporariamente, aquellas tuberías, ductos u otros componentes o equipos del sistema de aire acondicionado, así como todo equipo de comunicaciones (antenas, cableado de TV, etc.) y utilidades del sistema eléctrico (paneles, conductos, cables, etc.) que se encuentren en plena operación (en uso) y anclados a las superficies de los techos y parapetos, previo a la realización de los trabajos incluidos en este contrato. Luego de completados dichos trabajos, el Contratista deberá reinstalar todos los componentes y equipos en la misma ubicación en que se encontraban originalmente. **Tanto la remoción como la reinstalación de dichos equipos y componentes deberán realizarse en coordinación con OMEP/DEPR y en cumplimiento con las directrices del representante designado de la OMEP/DEPR para este proyecto.****
- 8. El Contratista deberá tomar todas las medidas que sean necesarias o requeridas para proteger las superficies de los techos que queden expuestas durante los trabajos de impermeabilización, con el objetivo de prevenir filtraciones de agua a las áreas interiores del edificio durante periodos de lluvia u otros sucesos imprevistos.**
- 9. Bajo ningún concepto el Contratista realizará trabajo alguno sin la presencia de un inspector o representante autorizado de la OMEP/DEPR. Tampoco realizará trabajos si las condiciones ambientales no son propicias. De así hacerlo, se le exigirá y asumirá la responsabilidad por la remoción y disposición del material instalado.**

- 10. Se estipula que todo trabajo de impermeabilización de techos realizado como parte de este contrato deberá cumplir** con todas las disposiciones establecidas en el Código Internacional para Edificios Existentes (*International Existing Building Code*) que se encuentre vigente en Puerto Rico al momento de comenzar los mismos. De igual forma, todo trabajo de impermeabilización realizado como parte de este proyecto deberá cumplir con todas las disposiciones vigentes en las leyes y reglamentos estatales y federales que sean aplicables a los mismos.

D. Trabajos Mecánicos:

El Contratista deberá acordar y negociar con los manufactureros la entrega de los extractores de aire y cualquier equipo, material o accesorio complementario, en el tiempo estipulado. En caso de que el retraso en la entrega de dichas unidades o equipo redunde en un incumplimiento del tiempo de ejecución requerido en el Pliego de la subasta (time for completion), será el Contratista quien deberá solicitar el reembolso de los daños líquidos a los manufactureros.

E. Trabajos Eléctricos:

- 1. El Contratista será responsable de verificar en sitio y validar** el voltaje eléctrico disponible en las instalaciones existentes para la energización de cada uno de los extractores que serán provistos e instalados como parte de este contrato, antes de proceder con la orden de compra correspondiente a su adquisición. **Se aclara que la OMEP/DEPR quedará relevada de toda responsabilidad en caso de discrepancias en relación con dicho voltaje, según requerido para el equipo seleccionado por el Contratista.**
- 2. Se recuerda que el Contratista será responsable de realizar todos los trabajos eléctricos que sean requeridos y/o necesarios** para energizar, a través de la conexión con el sistema y/o utilidades existentes, los nuevos extractores y las nuevas luminarias exteriores a ser provistas e instaladas como parte de este contrato.
- 3. Todo trabajo de reparación o reemplazo relacionado a los sistemas de distribución eléctrica y de iluminación,** se llevarán a cabo en cumplimiento con las especificaciones técnicas y con los estándares, reglamentos y códigos eléctricos vigentes, en todas aquellas disposiciones que sean aplicables a los sistemas antes mencionados.
- 4. La OMEP/DEPR se reservará el derecho de requerir al Contratista el sometimiento de literatura, especificaciones o cualquier otra información técnica adicional de las luminarias exteriores** que se propongan proveer e instalar en el proyecto, con el fin de evaluar las mismas y someter su correspondiente aprobación como parte de los trabajos incluidos en este contrato.

F. Manejo de Materiales Regulados:

El alcance de las reparaciones propuestas para este proyecto que contempla la remoción y/o disposición de materiales con contenido de asbesto (MCA) no desmenuzable (non-friable) como parte de los trabajos incluidos en contrato, por lo que la propuesta base (Base Bid) para este proyecto deberá someterse considerando tal condición. Copias de la certificación de terminación de los trabajos de remoción y disposición de MCA y del informe correspondiente al alcance de dichos trabajos, respectivamente, serán entregados al Contratista (licitador agraciado) como parte de los documentos correspondiente al proceso oficial de firma de este contrato.

IV. DISPOSICIONES RELACIONADAS CON PERMISOS Y ENDOSOS:

A. El Contratista deberá preparar y radicar, previo al comienzo de los trabajos incluidos en contrato, todos los documentos necesarios para la aprobación y obtención de los siguientes permisos:

- 1. Permiso de Construcción Certificado** expedido por la OGPE o el Municipio Autónomo correspondiente, según sea el caso.
- 2. Cualquier otro permiso ministerial o discrecional** relacionado a la etapa de construcción del proyecto (según sea aplicable), otorgado por la Oficina de Gerencia de Permisos y Endosos (OGPE) o el Municipio Autónomo correspondiente, para la realización de estos trabajos.

El Contratista será responsable de sufragar los gastos correspondientes a los trámites de radicación de dichos documentos.

B. El Contratista será responsable de obtener la aprobación (“levantar”) y mantener, durante la duración del proyecto, los siguientes permisos:

- 1. Permiso de Construcción Certificado** expedido por la OGPE o el Municipio Autónomo correspondiente (según sea el caso), en cumplimiento con los requisitos establecidos para el mismo, incluyendo la notificación correspondiente al permiso de construcción (en la cual se pagan los sellos del CIAPR y los aranceles de rentas internas), necesaria para obtener la aprobación de este.
- 2. Todos los permisos ministeriales o discrecionales**, según aplicables y/o requeridos para la realización de este proyecto.

El Contratista será responsable de sufragar los gastos correspondientes a cualquier certificación necesaria para levantar los mismos. En caso de que el proyecto sea exento de alguno de los permisos antes mencionados, el Contratista deberá proveer a la OMEP/DEPR copia de una carta suscrita por la agencia reguladora certificando dicha exención.

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- C. El Contratista será responsable de realizar los trámites necesarios** para la obtención de cualquier otro permiso relacionado a la etapa de desarrollo o ejecución del proyecto, según requeridos por la Junta de Calidad Ambiental (JCA) o cualquier otra agencia del Gobierno del Estado Libre Asociado de Puerto Rico o del Gobierno Federal de los Estados Unidos de Norteamérica, de acuerdo a como se indica en el Artículo 6.8.1.4 de las Condiciones Generales Uniformes (*Uniform General Conditions for Public Works Contracts*).