



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES

Hurricane Maria Reconstruction Project (DR-4339) Repair of the Balneario de Punta Salinas Project Manual

FEMA P/W # 9549

FEMA Project # 123407

Category G - Parks, Recreational Facilities, and Other Items

Department of Natural and Environmental Resources

San José Industrial Park

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Department of Natural and Environmental Resources
Project: Repairs of the Balneario de Punta Salinas

INTRODUCTION

The Department of Natural and Environmental Resources (DNER or “The Department”) is working on the implementation of a Reconstruction Program (RP) to repair, rebuild, and improve the facilities under its jurisdiction that were damaged by the impact of Hurricane María (DR-4339), (The Event). The RP is funded by a combination of state and federal funds. Therefore, the selection of the providers will be governed by applicable state and federal laws, regulations, codes, and standards.

This is an Invitation for Bid (IFB) issued by the DNER through the assistance of the General Services Administration of the Government of Puerto Rico (GSA) to invite responses from qualified construction firms interested in providing Construction Services in connection to the repairs required for the Repair of the Balneario de Punta Salinas (FEMA Project #123407, or The Project).

PURPOSE OF THE INVITATION FOR BIDS

The Project requires the physical repairs and construction services work to be undertaken by the Selected Contractor to construct the Project or a portion of the Project. Construction services includes all costs to perform, supervise, and administer physical construction work as described in the bidding documents in compliance with all laws, regulations, codes, and standards.

During the incident period of September 17, 2017, through November 15, 2017, Hurricane Maria produced severe storms, hurricane force winds, straight-line winds, heavy rains, fallen debris, and flooding that caused damage throughout the Territory of Puerto Rico. The Event washed out roads, damaged and destroyed buildings, bridges and culverts, low water crossings, caused landslides and mudslides to ancillary roads, parks, forests, water reservoirs, levees, and other facilities owned, operated, and maintained by the Department of Natural and Environmental Resources of Puerto Rico.

The DNER intends to select one firm based on their capacity, relevant experience, and other qualifying requirements. Refer to the Special Conditions and Bidding Documents.

SPECIAL TERMS AND CONDITIONS

1. Defined Terms

Terms used in this document are defined in the section entitled "General Conditions" composing part of the Contract Documents attached hereto and shall have the meanings assigned to such terms in the General Conditions.

Certain additional terms used in these Special Conditions shall have the respective meanings indicated below which shall be applicable to both the singular and plural thereof.

- 1.1. Addendum (pl: Addenda) - A written or graphic instrument issued by the petitioner department, provided to all bidders before the bid opening, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections. An Addendum is part of the contract documents when the awarded the Contract. Addendums may also be referenced as "Amendments" to the Bid and Contract Documents.
- 1.2. Agency or The Owner – Refers to the Department of Natural and Environmental Resources of the Government of Puerto Rico. It will also be referred to as the "Owner" or "DNER". In Spanish, labeled as "DRNA".
- 1.3. General Services Administration or "GSA" – Refers to the General Services Administration of the Government of Puerto Rico (GSA) or the "*Administración de Servicios Generales del Gobierno de Puerto Rico (ASG)*". This will be the Agency from which the Bid Documents are to be issued virtually and where the bidding procedures are to be administered in compliance with Act #73 of July 19, 2019, as amended.
- 1.4. Bid Contract Documents, Contract Documents, Bidding Documents, or "The Work": Is the combined documents describing technical requirements and physical characteristics, functionality and quality of the articles, materials, and equipment to be acquired or the works, improvements and services required by the DNER as well as the combination of required documents to perform the procurement process. Refer to item 1.19 in this section.
- 1.5. Bid Due Date – Date and time on which proposals must be received as specified and detailed in the Invitation for Bid/Bid Announcement.
- 1.6. Bid Form - The form document entitled "Bid Form" attached hereto as **Exhibit A – Bid Form**.
- 1.7. Bid Response – All of the documents, (as identified in **Exhibit K**), requested of the Prospective Bidder by the DNER for which they will be evaluated. Refer to item 1.12 in this section.
- 1.8. Bidder, Prospective Bidder, Offeror, or Contractor - A party, which submits a Bid to DNER through GSA's Bidding Process; (as distinct from a sub-bidder, which submits a bid to a Prospective Bidder).
- 1.9. Breakdown (Price Breakdown) - Total cost of a Bid separated into its elements and listed under suitable heads such as (site works, architectural works, general construction works, equipment, etc.)
- 1.10. Contractor Breakdown - Total Cost of the bid separated into detailed elements of each of the units and units of measure included in the Price Breakdown.
- 1.11. DNER's Evaluation Committee or ("Comité Evaluador del DRNA") - Refers to the group constituted by the DNER who through the GSA's procurement process is responsible for the formal award of purchases process of goods and services and execute contracts for services to be acquired by it.

As per its procurement policies, this Committee will be named by the Secretary of the DNER and will consist of a combination of DNER employees and private-sector consultants.

- 1.12. Formal Bid – A request for offers issued via a Public Announcement to the general public or invitation to bidders properly qualified and registered to (a) sell goods to the responsible bidder or (ii) acquire goods from the responsible bidder or (iii) contract supplies or services with the responsible bidder, as long as they comply with all required specifications, Special Conditions, General Conditions, and Supplementary Conditions.
- 1.13. Mitigation – means any cost-effective measure, which will reduce the potential for damage to a facility from a similar disaster event.
- 1.14. 406 Hazard Mitigation Program Opportunities (HMP): FEMA recognizes that after a disaster declaration, the best way to improve the resiliency of an eligible damage from future disaster event is during the recovery period. Section 406 Mitigation Measures performed during the recovery works are meant to improve the resiliency of a facility addressing risk mitigation measures for the eligible damages. This Project may contain such mitigation measures.
- 1.15. Owner's Representative – A person designated by the Owner to represent the DNER in all matters related to this procurement process.
- 1.16. GSA's Bid Board ("Junta de Subasta de ASG") – Refers to the General Services Administration's Procurement Board. The component with the primary responsibility of administering the formal procurement process for purchases of goods and services for the DNER.
- 1.17. Notice of Award - The written notice issued by the DNER awarding the Contract to the Successful Bidder.
- 1.18. Notice to Proceed – The dated document drafted by the DNER which authorizes the Selected Contractor to proceed with work once the agreement or Contract has been signed with the DNER.
- 1.19. Project – the scope of work which includes all the necessary permanent work to repair, restore, or replace a disaster-damaged facility included in the Bidding Documents. Refer to item 1.4 in this section.
- 1.20. Site – Land, building, or areas indicated in the Contract Documents or Bidding Documents as being furnished by DNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by DNER that are designated for the use of the Contractor. It shall also mean areas for the performance of off-site work, if required in the Contract Documents, Bidding Documents, or required to comply with the appropriate permitting for the Project.
- 1.21. Successful Bidder or Selected Contractor – The Bidder which complies with the Bid Document's requirements and conditions, which presents the lowest price or even though if it is not the lowest in price, the compliance with Bid Documents, quality, and/or guaranties provided are above the other offers or a benefit to public interest can be justified. Refer to item 1.12 in this section.
- 1.22. Unit Price - Is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

2. Legal Requirements

- 2.1. Project is to be identified as **Repairs of the Balneario de Punta Salinas** and as established in the Bid Announcement. Funding for the Project is a combination of state, federal and insurance funds. Funding distribution will be as follows:

Source of Funding	Percentage of Total
Federal	90%
Non-Federal/CDBG-DR	10%

- 2.2. Given that projects under consideration involve funding from FEMA, the FEMA Federal Contract Provisions under Appendix II to Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" will be part of the contract between the DNER and the contracted firm(s). In addition, Contractor must comply with all Federal Labor Standards and Provisions as required.
- 2.3. All information included here is in compliance with the most recent version of 44 C.F.R. *Emergency Management and Assistance* regulations, procurement standards of the government-wide *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.319 through 200.326 and *Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios no Profesionales de la Administracion de Servicios Generales del Gobierno de Puerto Rico*.
- 2.4. This bidding process requires mandatory compliance with federal, state, and municipal requirements laws, regulations, executive and administrative orders. Bidding process associated to the project included here will be conducted providing **full and open competition** consistent with 2 CFR § 200.319.
- 2.5. Compliance with the following is also mandatory: Anticorruption Code for a New Puerto Rico (Act 2 of January 4, 2018), Conflicts of Interests and governing performance of employees engaged in the selection, award, and administration of contracts (2 C.F.R. § 200.318 (c)), Davis-Bacon and Related Acts, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), Rights to Inventions Made Under Made Under a Contract or Agreement, Clean Air Act (42 U.S.C. 7401-7671q.), Federal Water Pollution Control Act. (33 U.S.C. 1251-1387), as amended, Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbing Amendment (31 U.S.C. 1352), Procurement of Recovered Materials § 200.322, Executive Order 13881 (July 15, 2019) Maximizing Use of American-Made Goods, Products, and Materials, Puerto Rico Codes 2018 (dated Nov. 15, 2018), federal, local, and municipal laws issued for the protection of natural, cultural resources, and permit process.

3. Bidder's Representation

- 3.1. The Bidder by making a Bid represents that:
- 3.1.1. The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which their Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

- 3.1.2. The bidder has the capabilities of performing the work within the time and quality standards identified in the Bidding Documents.
- 3.1.3. The Bid is made in compliance with the Bidding Documents and their requirements.
- 3.1.4. The Bidder has visited the site(s), to become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- 3.1.5. The right to ask for a change order if our assumed conditions differ from the actual site conditions (only unforeseen conditions, as defined in the Model Contract, will be subject to a change orders for the project); and
- 3.1.6. The Bidder understands the DNER does not clear Subcontractors; each Contractor has the duty to verify all Subcontractors' eligibility and keep their registration certificates up to date. The Bidder has taken affirmative actions regarding their responsibility to verify Subcontractor(s) eligibility based on the requirements described on Section 2, Legal Requirements of this document. The Bidder also represents that they have used the web site: <https://www.sam.gov/> to determine if a Subcontractor(s) has been debarred at the federal level. The Bidder assumes responsibility for the performance of the Subcontractor; therefore, the DNER urges the Bidder to closely scrutinize Subcontractors. If a Contractor or Subcontractor is found to be ineligible after award of a contract, the contract will be immediately terminated by the DNER.
- 3.1.7. The Contractor and its Subcontractors must not be included in the HUD Limited Denial of Participation List of the U.S Housing and Urban Development (HUD) in the following web site: <https://www.hud.gov/>

4. Copies of Bid Documents

- 4.1. Complete sets of Bidding Documents (in digital format) will be available via the GSA's Electronic Portal, and they can be obtained at no cost per set, and according to the dates established on the Bid Announcement. Visit the following link for more information: <https://asg.pr.gov/subastas>
- 4.2. Complete sets of Bid Documents must be used in preparing the Bidder's Bid. Neither the DNER nor the DNER's Representative assumes any responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.3. The DNER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 4.4. Addenda may be issued at any time prior to the receipt of bids.
- 4.5. The Owner shall furnish, upon request of the Contractor, all available information describing the physical characteristics, legal limits, and utility locations for the Project.

5. Qualifications of Bidders

- 5.1. To demonstrate its qualifications to perform the Work, each Bidder will submit, together with its Bid, all documents identified in **Exhibit K** checklist. The following list summarizes the documents that must be included in the Bid as outlined in Exhibit K - Checklist:
 - Exhibit A – Bid Form
 - Exhibit B – Bidder's Qualification Statement
 - Exhibit C – Debarment and Suspension Affidavit

- Exhibit D – Eligibility Affidavit
- Exhibit E – Non-Collusive Affidavit
- Exhibit F – 44 C.F.R. PART 18; Anti-Lobbying Affidavit
- Exhibit G – 48 C.F.R. § 22.403-2; Copeland Act Affidavit
- Exhibit H – 40 U.S.C. §§ 3141-3144 AND 3146-3148; Davis-Bacon and Related Acts Affidavit
- Exhibit I – Act 2 dated January 4, 2018 – Anticorruption Code for a New Puerto Rico Affidavit
- Exhibit J – Non-Conflict of Interest Certification
- Exhibit K - Checklist
- Among other documents, please refer to Exhibit K.

5.1.1. Project Checklist - The definitions and descriptions of the contents of the **Exhibit K** checklist are as follows:

- 1) **Exhibit A – Bid Form:** is the standard printed form used in a competitive bid provided to the bidders so that they may submit the cost and pricing information required for the bid. The bid must be in the correct format and sequence to be considered by the DNER. Each page must contain the initials of the Bidder's Authorized Representative at the top right corner of every page. This document also needs to be filled in and signed where indicated. The Bidder must include the unit prices and costs as shown in the Bid Form without deviation. Offers must be made in dollars and cents, by line items. Bids shall include sales, municipal, any use taxes and municipal patents as applicable.

In relation to the Project taxes, the Bidder must consider in their Bid, the cost of the Municipal Patents (Patente Municipal) and the cost of the Municipal Taxes (Arbitrios de Construcción Municipal). These must be included in their Bid as well as the payment of tariffs and cancellation of stamps related to the Construction Works.

All required permits, whether municipal, state, or federal, will be the responsibility of the Contractor. The costs related to these permits are incidental and must be included as part of the costs demonstrated in the Bidder's Bid. All blanks on the Bid Form and the Statement of Bidder must be completed by printing in BLUE ink.

- 2) **Exhibit B – Bidder's Qualification Statement:** the purpose of this Document is to provide the DNER with a mechanism to gather information on the Bidder and whether the Bidder is qualified to participate in the construction of the Project. This document needs to be filled in and signed where indicated.

In this document, the Bidder will be required to provide the following information:

- a. Provide general information about the Bidder and its authorized representative.
- b. Provide a Unique Bidder Registry Number (RUL Number) from the General Services Administration (GSA).
- c. Provide active SAM Unique Entity ID Number in the appropriate section.
- d. The Bidder must provide a list of equipment and personnel available and to be assigned to the project.
- e. The Bidder must submit a list of projects and/or contracts it currently has, and in which the Bidder and sub-Contractors worked during the last five (5) years for the public and private sector.

- f. The Bidder must answer the “Record of Performance and Integrity” questions provided.
 - g. The Bidder must describe and identify if it is classified as a minority business, a women’s business enterprise, and/or a Section 3 labor surplus area firm; evidence must be provided, if applicable.
 - h. In addition, Bidder must provide the name of any Subcontractors and/or suppliers classified as minority businesses, women’s business enterprises, and/or labor surplus areas firms to be used, if applicable.
 - i. Provide resumes of Key Personnel including but not limited to Contractor’s Project Manager and Superintendent to be used in the Project on a separate document to be included in the Bid Envelope. Each resumé must be no longer than two (2) pages and must include: such person’s specific education and experience qualifying him for his proposed position (including the dates and duration of project assignments); and such person’s professional registration and professional affiliations.
 - j. The proposal response must establish the professional licenses to practice in Puerto Rico, professional association membership (College of Architects and Landscape Architects of Puerto Rico – CAAPPR or College of Engineers and Surveyors of Puerto Rico – CIAPR), as applicable.
 - k. Provide a Company Profile, if available as additional information for review, but not as a substitute for the documents requested.
 - l. The bidder must acknowledge receipt of all Addenda.
- 3) **Exhibit C – Debarment and Suspension Affidavit:** the purpose of this affidavit is to certify whether the Bidder has been suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State, or local government, including specific program or programs, within a HUD field office’s geographic jurisdiction, for a specific period of time, or have been declared ineligible to receive federal contracts due to a violation. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 4) **Exhibit D – Eligibility Affidavit:** the purpose of this affidavit is to certify the Bidder, nor its principals, are presently, or in a previous period of time, have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 5) **Exhibit E – Non-Collusive Affidavit:** the purpose of this affidavit is to certify the Bidder has arrived at independently at their bid prices without collusion, consultation, communication, or agreement with any other Bidder or with any competitor for the purpose of restricting competition as well as certifying the bid is genuine. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 6) **Exhibit F – 44 C.F.R. PART 18: Anti-Lobbying Affidavit:** the purpose of this affidavit is to certify that appropriated federal funds have not been paid or will be paid, by or on behalf of the Bidder to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement. This document needs to be filled in and signed where indicated and notarized a Notary Public.

- 7) **Exhibit G – 48 C.F.R. § 22.403-2: Copeland Act Affidavit**; the purpose of this affidavit is to certify the Bidder complies and will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by its implementing regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States), which requires no force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, has been or will have been requested to give up any part of the compensation to which that person is entitled under a contract of employment. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 8) **Exhibit H – 40 U.S.C. §§ 3141-3144 AND 3146-3148: Davis-Bacon and Related Acts Affidavit**; the purpose of this affidavit is to certify the Bidder complies and will comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, a Non-Federal Entities' Contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 9) **Exhibit I – Act 2 dated January 4, 2018 – Anticorruption Code for a New Puerto Rico Affidavit** the purpose of this affidavit is to certify the Bidder understands and complies with the anti-corruption laws of the Commonwealth of Puerto Rico and has not been convicted or has plead guilty to specific crimes. This document needs to be filled in and signed where indicated and notarized a Notary Public.
- 10) **Exhibit J – Non-Conflict of Interest Certification**; the purpose of this affidavit is to certify the Bidder has no vested interest - such as money, status, knowledge, relationships, or reputation - which puts into question whether their actions, judgment, and/or decision-making can be unbiased and has no conflict between personal (or self-serving) interests and professional duties or responsibilities. This document needs to be filled in and signed where indicated.
- 11) **Exhibit K - Checklist** – A Checklist identifying the documents to be submitted as part of the Bid Response. This document is meant to serve as a list of items to be checked and required to be included inside the envelope of a Bid. The checklist document itself is required to be included inside the envelope of a Bid.
- 12) **Compiled Financial Statement of last two (2) years of operation**; the DNER is requesting copies of a compiled financial statement that has been audited and/or prepared by a certified accountant, that includes the Bidder's financial information (financial figures on income, expenses, cash flow, assets, and liabilities) for the last two (2) years. A certified public accountant (CPA) must sign and seal this document. The statements should be bound for ease of use, identification, and reference within the bid envelope.

- 13) **A bank reference letter (BRL)**, whose date of issue does not exceed six (6) months, prior to the date of opening of the Bid, demonstrating its economic solvency, and including the type of relationship with the bank entity and the length of time of said banking relationship.
 - 14) **A current Certificate of Insurance (COI)** from the Bidder; (This is also called a certificate of liability insurance or proof of insurance). The COI is a standard document from an insurer to show the Bidder's current business insurance. The COI must:
 1. Be issued by a legitimate insurance company.
 2. Match the Bidder's Authorized Representative's name or Company.
 3. Match the Bidder's mailing address.
 4. Contains the contact information for the insurance company.
 5. Contains the type(s) of policy(ies)
 6. Contains the Policy(ies) effective dates.
 7. Lists the coverages limits.
 8. Lists each coverages amounts.
 9. Have a policy period that will not expire until after completing the project.
- 5.2. Each Bidder must have the authority to conduct business in Puerto Rico and be in compliance with all requirements of all current applicable laws regarding contracts with the agencies of the Government of Puerto Rico.
- 5.3. Be advised, each Bidder must be prepared to submit any additional information within **five working days** of the DNER's request, such as any written evidence, financial data, previous experience, present commitments, and any other such data as may be called for upon request.

6. Examination of Bidding Documents and Site

- 6.1. It is the responsibility of each Bidder before submitting a Bid:
- 6.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bid Documents.
 - 6.1.2. To consider Applicable Laws that may affect cost, progress, performance or furnishing of the Work.
 - 6.1.3. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 6.1.4. To promptly notify Owner's Representative, through ASG's Procurement Platform, in writing of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or among the Contract Documents and any other related data or documents.
- 6.2. Information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the Site is based upon information and data furnished to the DNER's Representative or by the owners of such underground utilities or others. The DNER or the DNER's Representative do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents. The Selected Contractor is required to comply with Executive Order Number OE-1997-42 dated October 8, 1997, regarding the coordination of excavation in the proximity of underground facilities. The Contractor shall notify the DNER Representative and Project Inspector when such work will be undertaken. The Contractor shall also be responsible for notifying the 811 Center for the

Coordination of Excavations and Demolitions of Puerto Rico (Directoría de Excavaciones, Demoliciones y Tuberías) and coordinating any work with them.

- 6.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and underground utilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.
- 6.4. The Contractor must carefully review the provided FEMA Record of Environmental Consideration (REC) to identify any applicable additional requirements and conditions for areas like management and disposal of solid wastes, asbestos and lead based paint materials, oils, and asphalt, among others.
- 6.5. Before submitting a Bid, each Bidder will be responsible for informing the DNER Representative of any additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground utilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto, or which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.6. The submission of a Bid will constitute an incontrovertible representation by the Bidder that (a) Bidder has complied with every requirement of this Section 6, (b) without exception, the Bid is premised upon performing and furnishing the work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or expressly required by the Contract Documents, (c) Bidder has given Owner's Representative written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in or among the Contract Documents and any related data and documents, and the written resolutions thereof by Owner's Representative is acceptable to Bidder, and (d) the Contract Documents are generally sufficient to indicate and convey an understanding of all of the terms and conditions for performing and furnishing the work.

7. Availability of Lands for Project

- 7.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor upon prior notification to the DNER and the DNER Representative. Easements for permanent structures or permanent changes to existing facilities are to be obtained and paid for by the DNER, unless otherwise provided in the Contract Documents.

8. Interpretations and Addenda.

- 8.1. Addenda or Amendments may also be issued to modify the Bid Documents as deemed advisable by the DNER or DNER's Representative. Any substitutions or Amendments may only be made to the Bidding Documents:
 - 1) When the DNER submits amendments.
 - 2) When in the opinion of the DNER, the GSA, FEMA or COR3, the terms stated therein are unreasonable.

- 3) When a substantial and irreparable error is found in the Bidding Documents.
- 4) When the DNER is interested in increasing or decreasing terms, or amounts, or vary conditions, or specifications.
- 5) When the terms of the Bidding Documents are reconsidered.

8.2. It is understood, the Bidder represents that their Bid is based upon the materials and equipment as described in the Bidding Documents. No requests for substitutions will be considered prior to receipt of bids as stated in the Bid Announcement. Any review or acceptance by the DNER of a proposed substitution will be coordinated with the Successful Bidder prior to Contract signature.

9. Project Schedule.

- 9.1. The Work is to be complete within **180 working days** from the date of issuance of the Notice to Proceed, and Substantially Complete within thirty (30) days prior of the date of achievement of Final Completion, in each case as set forth in the Contract Documents.
- 9.2. It will be necessary for the apparent successful Bidder to confirm capacity to achieve Substantial Completion and Final Completion within the time periods designated in the Contract prior to the Contract signature.

10. Liquidated Damages.

- 10.1. Provisions for liquidated damages are set forth in Article 9 Section 9.5 of the General Conditions included in this document, and the amount of liquidated damages payable by the Successful Bidder for each day of delay in achieving Substantial Completion, as required by the Contract Documents, will be as set forth in the Schedule of Liquidated Damages.

11. Award.

- 11.1. The Award will be adjudicated to the proposal, which follows the Bid Regulations according to GSA Procurement Regulation and meets compliance of the Bidding Documents by the DNER. The Selected Contractor will be notified as the Successful Bidder.
- 11.2. The award notice of this bid shall not constitute the final agreement between the GSA and the Bidder or the DNER and the Bidder. It shall be necessary to execute the corresponding Contract, signed between the DNER and the Bidder's Authorized Person to formalize an Agreement.
- 11.3. The DNER or the GSA reserves the right to reject (a) any or all Bids, including, without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and (b) the Bid of any Bidder if the DNER believes that it would not be in the best interests of the Project to make an award to that Bidder, whether because the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the DNER.

12. Award of the Contract.

- 12.1. Prior to the award of a Contract the DNER will obtain Contractor clearance through the SAM.gov website and in the Limited Denial of Participation list by HUD.
- 12.2. The DNER may conduct such investigations, as they deem necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, and suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and to DNER's satisfaction, within the prescribed time.

- 12.3. A Contract will be awarded to and executed only with the responsible Bidder, in accordance with 2 C.F.R § 200.318(h), possessing the ability to perform successfully under the terms and conditions included here. Consideration will be given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Requirements under 2 C.F.R § 200.213 Suspension and Debarment will be implemented. If a Contractor or Subcontractor is found to be ineligible after award of a contract, the contract will be immediately terminated by the DNER. The DNER will prepare a written Determination of Responsibility or Non-Responsibility, as applicable, including the reasons therefore, and will include such Determination, in the Procurement File.

13. Retainage.

- 13.1. Provisions concerning retainage are set forth principally in Sections 13.2.2 of the General Conditions. Unless otherwise specified in the Contract Documents, such retainage shall be ten percent (10%) of each partial payment made to the Contractor.

14. Coordination of Work.

- 14.1. The Contractor will be responsible for constructing the Work in a manner to ensure proper compatibility of the Work and coordination of activities with Site access.
- 14.2. Prior to the start of the Work, the DNER or the DNER Representative will coordinate with the Contractor the project site's hours of operation, working conditions, and any other on-site organization and lines of authority in order to safely carry out the overall work. The DNER will not permit any act which shall interfere with the performance of an existing site, if applicable, without the proper on-site meeting or communication.

15. Permits Management

- 15.1. The Contractor shall secure and pay for all permits, governmental and municipal fees, licenses, and certified inspections necessary for the proper execution and completion of this Contract, which are applicable at the time the bids are received.
- 15.2. Once the Project is awarded to the Successful Bidder, obtaining all the appropriate and required permits related to the project (whether municipal, state, or federal) are the responsibility of the Successful Bidder (Contractor) performing the work. All required permits must be issued by the appropriate regulatory agency prior to initiating any site or construction activity.
- 15.3. Environmental Compliance refers to conforming to environmental laws, regulations, standards, and other requirements such as site permits to operate on the project site. The Contractor must adhere to these included, but not limited to, terms:
 - 15.3.1. The Consolidated Construction Permit must be procured from the appropriate permit agency and is the responsibility of the Successful Bidder (Contractor). Copies of this permit must be provided to the DNER prior to commencement of the Work.
 - 15.3.2. If applicable, the Sole Incidental Operational Permit must be procured from the appropriate permit agency and is the responsibility of the Successful Bidder (Contractor). This permit consolidates four procedures: authorization for cutting and pruning, a consolidated general permit, incidental activity, and incidental activity for other projects. Copies of this permit must be provided to the DNER prior commencement of the Work.

- 15.3.3. A Record of Environmental Consideration (REC) is a signed statement submitted with the project documentation that briefly documents that a Project has received an environmental review by FEMA. RECs are prepared for projects that require them, and for actions covered by existing or previous National Environmental Policy Act (NEPA) documentation and as a compliance review for Environmental Laws other than NEPA. A copy of the Record of Environmental Consideration (REC) issued by FEMA to obtain compliance with the National Environmental Policy Act (NEPA) requirements will be included for the Contractor's review and guidance during the development of construction activities with the purpose to prevent contamination of water bodies, air, soil, and impacts to endangered species, among others – as part of the Bidding Documents. Recommendations for adequate disposal of project generated wastes are also included in the REC document.
- 15.3.4. The Contractor must carefully review the provided FEMA Record of Environmental Consideration (REC) to identify any applicable additional requirements and conditions for areas like management and disposal of solid wastes, asbestos and lead based paint materials, oils, and asphalt, among others. If present in the Project or mentioned in the REC, these items must be disposed of in accordance with the applicable local and federal laws and regulations. Evidence of proper disposal must be archived and submitted by the Contractor to the DNER as part of the payment certification process and/or as requested by DNER or the DNER Representative.
- 15.3.5. Endangered Species Act: Prohibits damage or destruction of endangered species of plants and/or animals on Federal lands and on private lands when knowingly in violation of State and/or Federal law. The REC marks which species and/or designated critical habitats are present in areas affected directly or indirectly by the Project. Also, it is the Bidder's responsibility if awarded the Project that any and all requirements of the REC document must be followed as well as to make sure during the course of the Project to never jeopardize the continued existence of any listed species.
- 15.3.6. All permits required to address environmental issues for works to be carried out independently or as part of a construction process of the Project, must include an individual CES, PFE and DS-3 environmental permits (General Consolidated Permit). Copies of these permits must be provided to the DNER prior commencement of the related Work. Refer to and comply with the Regulations for Erosion Control and Sedimentation Prevention, (Reglamento para el Control de la Erosión y Prevención de la Sedimentación) <http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/5754.pdf>
- 15.3.7. During the construction, the Contractor must follow the Best Management Practices (BMPs) such as soil erosion control measures shall be implemented to protect the surrounding ecosystem, these shall include, but not limited to, the installation of silt fences and floating sediment barrier, if practicable. Periodic inspection shall be performed by the Contractor and all the material deposited downstream shall be removed.
- 15.3.8. The Contractor shall not commence any works that affect the Waters of the US, as defined by 33 CFR 328.3, without a Permit from the US Corps of Engineers (USACE). After completion of the works the affected area shall be restored to pre-construction conditions and, with USACE permit conditions, if applicable.
- 15.3.9. Be advised, that if during the project's duration, the Scope of Work of the Project changes, the DNER, COR3 and FEMA must be informed to keep track of the changes and, if required to, revise the Record of Environmental Consideration (REC) initially issued by FEMA to comply with the requirements of the National Environmental Policy Act (NEPA). Failure to

perform this task may result in the impossibility of receiving full reimbursement of the project expenses by FEMA.

- 15.3.10. Historical Preservation Compliance: While procuring the permits required for the Project, the Contractor must additionally procure a Recommendation from the Instituto de Cultura Puertorriqueña (ICP) from the Puerto Rico Permits Management Office (Oficina de Gerencia de Permisos or "OGPe" for its Spanish acronym) or the applicable Permitting Office from an Autonomous Municipality (whichever applies). This recommendation must be applied to the Project and a copy of the document submitted to the DNER for their records.
- 15.3.11. For Puerto Rican Boa Snake incident reporting, a report template will be required to be used by all Contractors involved in temporary and permanent work projects to minimize the impact the local boa snake which is under the threat of extinction. As the boa conservation measures state, all incidents with boas should be reported and we expect to see the attached report completed with all proper documentation as part of the payment certification process and during closeout processes. For the document, refer to Act 241 Nueva Ley de Vida Silvestre de PR or for additional information: "Presentación de Seminario sobre Guías para Proteger Culebras durante Proyectos de Recuperación" under "Puerto Rican Boa - Protection Measurements" under the section "Environmental and Historic Preservation (EHP)" in the Document Library of COR3 located at the following link:
<https://www.recovery.pr/en/document-library>.
- 15.3.12. For Puerto Rican Crested Toad conservancy measures, please contact the DNER Representative for further instructions.
- 15.3.13. In relation to the Contractor's on-site structures, staging areas or related activities, During the construction, Best Management Practices (BMPs) such as soil erosion control measures shall be implemented to protect the surrounding ecosystem, these shall include, but not limited to, the installation of silt fences and floating sediment barrier, if practicable. Periodic inspection shall be performed by the Contractor and all the material deposited downstream or near stormwater flows or registers shall be removed. The Contractor shall take appropriate measures to maintain near normal downstream flows and to minimize flooding when installing temporary structures or conducting temporary activities such as berms, temporary shoal bridges, access fills and dewatering when needing to work in dry environments at construction sites. Temporary fill material must consist of clean materials, and shall be placed, in such a manner that will not be eroded by expected high flows. Refer to Environmental Protection Agency (EPA) general reference documents: "Mejores Prácticas de Gestión de la Construcción Para Prevenir la Escorrentía de Sedimentos" and "Mejores Prácticas de Gestión de la Construcción Para Prevenir la Escorrentía Contaminada", and the Department of Natural and Environmental Resources (DNER) document entitled PUERTO RICO EROSION AND SEDIMENT CONTROL HANDBOOK FOR DEVELOPING AREAS which was developed in cooperation with USDA – Natural Resources Conservation Services for the selection and design of the selected Best Management Practices and Measures to be implemented by the Contractor must be in compliance with the applicable federal and local laws and regulations.

16. Equal Employment Opportunity

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Project and Agreement, the Contractor agrees as follows:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement, other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting

agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. Minority and Women Owned Business Enterprises; and Section 3 Labor Areas

- 17.1. The Bidder agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Bidder further agrees to cooperate in any studies or surveys as may be conducted by HUD, as may be necessary to determine the extent of the Bidder's compliance with this clause.

18. Indemnification and Hold-Harmless

- 18.1. The Bidder shall relieve the DNER, the DNER Representatives, and other related agencies and public corporations, its directors, officers, employees, agents, representatives, assignees, and the Government of Puerto Rico, from any responsibility and for all losses, causes of action, claims, property and personal damages, liabilities and expenses (including attorney's fees) arising as a consequence of, or related to negligent actions or fault of the Bidder or consultant in the performance of its obligations under this procurement process.
- 18.2. Any staff hired by the Bidder to carry out its obligations under the resulting Agreement for the services requested by this procurement process shall be under the jurisdiction and legal responsibility of the Bidder, who shall assume all of the risks, costs and responsibilities for their actions, supervision, compensation, and discounts required by law. If any acts or situation of harm to third parties arise, Bidder expressly relieves the DNER and the Government of Puerto Rico from any claim, lawsuit, suit, or proceedings that arises or may arise in relation thereto.
- 18.3. If the Bidder should subcontract all or any portion of the work to be performed under the resultant agreement, the Bidder shall require each Sub-Consultant to indemnify, hold harmless and defend the DNER, its Board, officers, officials, employees, representatives, and agents in accordance with the terms of the preceding paragraphs.
- 18.4. It is prohibited to assign or sub-contract the whole or any portion of the Work without the DNER's prior consent in writing. This requirement will be strictly applied and any disregard of it by the Bidder will be treated as grounds for immediate termination of the contract without prejudice to any other remedies and/or indemnifications.
- 18.5. The Contractor shall, throughout the performance of work under the contract, procure and maintain in effect, and require all Subcontractors and Sub-Subcontractors and others performing any such work to maintain in effect, insurance of the types and with limits not less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

19. Project Personnel Safety.

- 19.1. The Selected Contractor is responsible for all required and applicable OSHA safety tasks. The contractor shall also perform, if required, a Maintenance of Traffic (MOT) plan and implement the temporary measures. The contractor must comply with the proper distances of the sign installations in the MOT and the temporary signage. All signs shall be installed to be removable. For reference, for any information related to the MOT and their details not outlined in the Bidding Documents, please refer to the Department of Transportation and Public Works Highway and Transportation Authority, Maintenance and Protection of Traffic drawings and standards for any applicable cases.

20. Wage Determination.

- 20.1. A "wage determination" refers to the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential). In relation to the use of wage determinations, the Contractor must comply with all current labor standards for the construction industry. "Labor standards" means the requirements of: The Davis-Bacon and Related Acts, the Contract Work Hours and Safety Standards Act, the Copeland Act, prevailing wage provisions of the Davis-Bacon and Related Acts; and Regulations, 29 CFR 1, 3, and 5, as well as those expressed in this document.
- 20.2. Effective June 14, 2019, the Department of Labor migrated to the Wage Determination website at <https://sam.gov/content/home> as the source for obtaining Davis Bacon Act (DBA) general wage determinations. Instructions for how to "follow" a Wage Determination can be found in the FAQ section of the sam.gov website.
- 20.3. Regarding these labor standards, the Contractor, sub-contractors, and sub-subcontractors are required but not limited to the following terms:
 - 1) Participate in training and proactively request technical assistance before and during construction.
 - 2) Enforce DBRA requirements for the duration of the DBRA-covered project.
 - 3) Show the required DBRA posters and wage determination prominently and easily accessible in the workplace.
 - 4) Pay workers and mechanics employed directly in the workplace, at least applicable current wages, (Including supplementary benefits)
 - 5) Follow all current Wage Determinations and Government of Puerto Rico Executive Orders, as applicable.
 - 6) Construction Document Retention: Be advised, since this Project is a prevailing wage project, contractors are required to keep certain documents for an extended period of time. Therefore, the Selected Contractor and its subcontractors must fully comply with 48 CFR Subpart 4.7 - Contractor Records Retention and all its related policies.

END OF SPECIAL TERMS AND CONDITIONS

EXHIBIT A - BID FORM

1.1. Bid Price Schedule

The Bidder must attach a breakdown of the Proposed Lump Sum Price. All line items in the breakdown must be filled, either with the applicable amount to the work or N/A if it does not have a cost component to attain the lump sum proposed.

Proposed Bid for project:

Repairs of the Balneario de Punta Salinas, Toa Baja, Puerto Rico, 00949

1.2. In accordance with the Bid Package, Instructions, Technical Specifications, Supplemental Specifications, Special Provisions, and in the Contract Documents for this project each of which forms a part hereof, the Bidder proposes to perform all the work described herein for the fixed lump sum amount of:

(Amount in words) _____ Dollars.

(Numerical Value) \$_____.

1.3 A breakdown on the fixed lump sum amounts stated in section 1.2 is as follows in attached Breakdown:

**Refer to included spreadsheet breakdown on the next page.
This Bid Form page and the digital spreadsheet filled and signed must be
submitted as part of your Proposal Response.**

Bidder's Authorized Representative or Contractor's Signature _____

Company Seal:

*Removal and disposal of all type of materials should be included here. Removal and disposal must be made in accordance with all applicable local, federal, and municipal laws and regulations to ensure compliance and environment protection. Refer to: Record of Environmental Considerations (REC) prepared by FEMA and included as part of the Bid Documents.

Notes:

- 1) Proposals submitted without the above breakdown for the Lump Sum Price will be rejected.
- 2) Breakdown quantities shown in section 1.3 of this exhibit (above) are approximate. It is the responsibility of all proponents to verify such quantities in the field and to adjust their economic proposals, accordingly, based on the observed/measured quantities. While site visits are not mandatory for participation in this Bid, proponent's failure to visit the project site cannot be construed as a reason to contest the quantities shown in the above breakdown after contract award. The need for a site inspection must be viewed as a warning to bidders that certain site conditions could also affect performance cost and bidders therefore assume risks of increased costs caused by observable site conditions, and to protect the client from claims after contract award.
- 3) Proposals must be submitted with all documents identified on Exhibit K.
- 4) There is no line item dedicated to costs related to General Conditions or General Requirements. There will be no direct payment for these activities. Proponents shall distribute these costs among all the line items in the breakdown.
- 5) Contractor is accountable for the complete Project requirements indicated in the Contract Documents and must build, furnish, install, and complete all project components even if not specially shown in the list of items presented in the above breakdown.
- 6) Any task (labor/equipment/materials/etc.), incidental or indirect, functioning of the equipment or facility being repaired, or required by regulations or law, shall be considered by the bidders in their proposed costs.
- 7) Contractor must consider as part of the lump sum price the cost of unforeseen work interruption. A daily amount to compensate for such work interruption will be used to compensate for interruptions when cumulative time interruptions exceed ten (10) working days. Extended overhead related to this cause shall constitute the only additional compensation to contractor for the delay.
- 8) Prior to the execution of the Contract Agreement, the Successful Bidder must submit for Owner's approval a schedule of value. This information shall be used to either increase or deduct the bid amounts.
- 9) Owner will consider alternate options for equipment, only if submitted along with proposals. To be considered, major equipment substitution proposed must be accompanied by a complete set of drawings and specifications and include an economic impact in project cost (increase or deduction) related to proposed Total Lump Sum. Alternate proposals without technical documentation included, will not be considered.
- 10) Owner will award this bid to one sole bidder for the total project (Total Lump Sum Price) but reserves the right to eliminate item(s) as deemed necessary.

Bidder's Name

Company Seal:

Bidder's Signature

EXHIBIT B. BIDDER'S QUALIFICATION STATEMENT

- a. Bidder's Business Name: _____
- b. Bidder's Postal Address: _____

- c. Bidder's Physical Address: _____

- d. Main Contact Person: _____
- e. Main Contact Person's Title: _____
- f. Main Contact Person's Telephone: _____
- g. Main Contact Person's Email: _____
- h. Bidder Federal Tax ID Number: _____
- i. Bidder's SAM.GOV Number: _____
- j. Bidder's RUL Number: _____
- k. Bidder is a: *(Mark with an 'X' all which apply)*
Sole Proprietorship: _____ Corporation _____
Partnership: _____ Other: _____ *(specify)*
Minority-owned Business: _____ Women-owned Business: _____
- If Bidder is a corporation, identify if :
Publicly held _____ Privately held _____ Subsidiary _____
- If Bidder is a subsidiary corporation, provide in a copy of this Exhibit B, all data required in the above clauses, for Bidder's parent company, if applicable.
- l. Is the Bidder's Business located at a Section 3 Labor Surplus Area?
Yes: _____ No: _____
- n. The following named person is hereby authorized to bind Bidder in matters relating to the Bid and the Contract:

(Name and Title)

(Continued on next page)

o. Name of general public liability insurance carrier(s): _____

p. Name and address of bonding company: _____

q. Name and address of local agent: _____

r. **Provide financial statements of last two years of operation. This Financial Statement will be taken in consideration for the award of this Contract;**

Cash in Bank or hand \$ _____

Total Property Value \$ _____

Other assets total value \$ _____ (TOTAL)

Liabilities \$ _____ (NET)

List below such equipment currently available for use as part of the Work.

Item Number	Quantity Description of Size, Capacity, etc.	Condition	Years of Service	Present Location

List current Contracts on hand as of the date listed on the Bid Announcement:

Number	Description of the Project (Type, construction method)	Contract Amount	Name, Address, Telephone/Fax of Owner/Reference

(Continued on next page)

List of the main contracts the bidder has had in the last five (5) years with government agencies.
If the bidder has not had any contracts or sales with the public sector, this fact must be certified in writing as a separate document.

Item Number	Quantity Description of Size, Capacity, etc.	Condition	Years of Service	Present Location

List of the main contracts the bidder has had in the last five (5) years with the private sector.
If the bidder has not had any contracts or sales with the private sector, this fact must be certified in writing as a separate document.

Number	Description of the Project (Type, construction method)	Contract Amount	Name, Address, Telephone/Fax of Owner/Reference

(Continued on next page)

Record of Performance and Integrity:

1. Has Bidder had a contract that has been terminated for default? **Yes ____ No ____**

2. Or has a judgment been rendered against Bidder in any court, during the five-year period prior to the Bid Due Date? **Yes ____ No ____**

If YES, include in a separate sheet for each such contract, the Client's or Owner's name and address, the contact person's name, title, telephone number and fax number, the nature of the work, the contract amount, the reason for default, and the date of the termination or judgment.

3. Has Bidder been involved in any criminal, civil or administrative suits, actions, investigations, or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five-year period prior to the Bid Due Date? **Yes ____ No ____**

If YES, state the date or dates of duration of the suit, action, investigation or proceeding; the specific nature of the suit, action, investigation or proceeding; the amount of funds involved, if any; the names of the parties; the names and complete addresses of the courts and law enforcement agencies involved; the title and file number of the suit, action, investigation or proceeding; the disposition or current status; and any sentence, fine or other penalty imposed.

4. Has Bidder been involved with any projects on which damages for errors and/or omissions have been assessed during the five-year period prior to the Bid Due Date? **Yes ____ No ____**

If YES, submit a description of the projects involved, the contract time for each project, the total amount of damage assessed on each such project, and an explanation of the reasons for the assessment of damages in each case.

5. Has Bidder failed to complete a construction project during the five-year period prior to the Bid Due Date? **Yes ____ No ____**

If YES, include for each such contract, the Client's or Owner's name and address, the contact person's name, title, telephone number and fax number, the nature of the project, and the reason for not completing the work.

Note: Exceptions will not necessarily result in denial of an award but will be considered in determining Bidder's responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

(Continued on next page)

Experience of Assigned Personnel to the Project:

Provide resumes of Key Personnel, including the Contractor's Project Manager and Superintendent to be used in the Project on a separate document to be included in the Bid Envelope. Provide a Company Profile, if available, (but not as a substitute for the Assigned Personnel resumes).

Acknowledgement of Addenda:

The Bidder acknowledges receipt of the following addenda:

Addenda Number	Title of Addenda	Date of the Addenda

Subcontractor(s) Information:

Provide list of subcontractor(s), (and if applicable suppliers or installers) to be part of the project along with their SAM.GOV Registration Number and/or to determine if a subcontractor(s) has been debarred at the federal level.

In addition, Search the following website

https://www5.hud.gov/Ecpcis/main/ECPCIS_List/main/ECPCIS_List.jsp and submit documentation of the search results to confirm eligibility of the subcontractor(s) not included in the Limited Denial Participation list from HUD.

Provide list of subcontractor(s), and/or suppliers classified as minority business, women's business enterprises, and labor surplus area firms, if applicable.

_____Bidder's Business Name

_____Bidder's Authorized Representative's Name

_____Bidder's Authorized Representative's Signature

Company Seal:

EXHIBIT C. DEBARMENT AND SUSPENSION AFFIDAVIT

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Apply the above requirements to sub-contractors
- (f) Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and include a requirement to comply with these regulations in any lower tier covered transaction it enters.

B. Where the applicant is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[NAME OF BIDDER]

By: _____
Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20____.

Notary Public

EXHIBIT D. ELIGIBILITY AFFIDAVIT

I, _____, of legal age and resident of _____, certify for myself and on behalf of _____ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge and belief, neither I nor the Bidding Person:

- Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past five (5) years; and
- Has been indicted, convicted, or had a civil judgment rendered against by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past five (5) years.

Exceptions to the above are as follows: *(Attach below all exceptions, indicating for each to whom such exception applies, the initiating agency, and the dates of action.)*

[NAME OF BIDDER]

By: _____
Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20____.

Notary Public

Note: *Exceptions will not necessarily result in denial of an award but will be considered in determining Bidder's responsibility. Providing false information may result in criminal prosecution or administrative sanctions.*

EXHIBIT E. NON-COLLUSIVE AFFIDAVIT

I, _____, of legal age and resident of _____, certify for myself and on behalf of _____ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge and belief:

1. The prices in the Bid submitted by the Bidding Person have been arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or with any competitor for the purpose of restricting competition.

2. No attempt has been made or will be made by myself or any representatives of the Bidding Person or any of their associates to induce any other person or entity to submit or not to submit a Bid on the Project or otherwise take any action in restraint of free competitive bidding on the Project.

[NAME OF BIDDER]

By: _____
Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age, contractor and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20__.

Notary Public

EXHIBIT F. ANTI-LOBBYING AFFIDAVIT

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

I, _____, of legal age and resident of _____, certify for myself and on behalf of _____ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Continued on next page)

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[NAME OF BIDDER]

By: _____
Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age, contractor and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20__.

Notary Public

SF-LLL Instructions

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if known: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. (a) Name and Address of Lobbying Registrant: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
(b) Individual Performing Services (Including address of different from No. 10a): Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature _____ Printed Name _____ Title _____ Telephone No. _____ Date _____		_____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form – LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES
Continuation Sheet

Reporting Entity: _____ Page _____ of _____

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Standard Form – LLL-A

EXHIBIT G. COPELAND ACT AFFIDAVIT

I, _____, of legal age and resident of _____, certify for myself and on behalf of _____ (the "Bidding Person"), under penalty of perjury, that I am aware that:

The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by its implementing regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States) apply to any Non-Federal Entity contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States.

No force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, has been or will be requested to give up any part of the compensation to which that person is entitled under a contract of employment.

The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

[NAME OF BIDDER]

By: _____

Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20____.

Notary Public

EXHIBIT H. DAVIS BACON AND RELATED ACTS AFFIDAVIT

Applicability based on Grants to be used for project funding.

I, _____, of legal age and resident of _____, certify for myself and on behalf of _____ (the "Bidding Person"), under penalty of perjury, that I am aware that:

When required by FEMA grant or cooperative agreement program legislation, all prime construction contracts in excess of \$2,000 awarded by Non-Federal Entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Refer to Chapter IV, ¶ 12.a.iv; 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, a Non-Federal Entities' contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, such as the Public Assistance Grant Program, but it is a requisite for the CDBG-DR Non-Federal Share Program from de Department of Housing.

Refer to Exhibit R for current Wage Determination, General Decision Number for compliance.

[NAME OF BIDDER]

By: _____
Name and Title

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____ of legal age and resident of _____, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 20____.

Notary Public

EXHIBIT I. ANTI-CORRUPTION CODE FOR A NEW PUERTO RICO

SWORN STATEMENT

[I, _____, in my personal capacity and in representation of _____ ("Respondent" or "Bidder"), Tax I.D. Number _____, of legal age, with profession: _____, marital status: _____ and resident of _____, do hereby solemnly swear as follows:]

As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on the Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.

As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.

As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on the Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.

As of the date of execution of this sworn statement and **for the ten (10) years prior**, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on the Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as

defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended by the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.

I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.

I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.

The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.

I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this Invitation for Bid.

I execute this sworn statement so that any government entity, public corporation, or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.

NOW THEREFORE, I hereby swear and sign this statement in _____,
_____, on this _____ day of _____, 20_____.

DEPONENT

AFFIDAVIT NUMBER] _____

SWORN AND SUBSCRIBED before me by _____,
with the aforesaid personal circumstances and whom I have identified by means of
_____, in _____,
on this _____ day of _____, 20_____]

NOTARY PUBLIC

EXHIBIT J. NON-CONFLICT OF INTEREST CERTIFICATION

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ (“the Bidder”) for this procurement process (Bid: Number Pending) (“Procurement Process”).

In such regard, I hereby certify that:

NON-CONFLICT OF INTEREST CERTIFICATION

1. No public official or employee of the Procuring Entity possesses any financial interest with any Bidder participating in this Procurement Process, and that, likewise, has had no direct or indirect financial interest with these for the past four (4) years.
2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Bidder, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.
3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Bidder, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process.
4. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

NON-CONFLICT OF INTEREST CERTIFICATION ON EXISTING OR PENDING CONTRACTS

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Bidder or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Bidder recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term “potential conflict” means reasonably foreseeable conflict of interest.

2. The Bidder will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when “the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract”. Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
4. In the case in which the Bidder discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Bidder after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Bidder has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Bidder has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members:

spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

7. The Bidder has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing, or mitigating any apparent, potential, or actual conflicts of interests to the Procuring Entity's satisfaction.

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Procuring Entity.

In light of the above, I, the Bidder's Authorized Representative, also certify that:

Signature of Bidder's Authorized Representative

Date

Bidder's Printed Name and Entity Represented

EXHIBIT K. CHECKLIST

Prospective Bidders shall submit in their bids duly completed and signed one (1) valid original and one (1) exact digital copy sent via email of the following documents using the forms when provided in the Special Terms and Conditions and Project Manual as established in the Bid Announcement.

Exhibits and Affidavits must be unique and original to this Bid Number and Bid Package to be considered valid. Bidders who do not fully satisfy these requirements will be considered Non-Responsive and bid will be automatically rejected..

1. Exhibit A – Bid Form & Breakdown
2. Exhibit B – Bidder's Qualification Statement
3. Exhibit C – Debarment and Suspension Affidavit
4. Exhibit D – Eligibility Affidavit
5. Exhibit E – Non-Collusive Affidavit
6. Exhibit F –Anti-Lobbying Affidavit
7. Exhibit G –Copeland Act Affidavit
8. Exhibit H –Davis-Bacon and Related Acts Affidavit
9. Exhibit I – Anticorruption Code for a New Puerto Rico Affidavit
10. Exhibit J – Non-Conflict of Interest Certification
11. Audited Financial Statements of the last two (2) years of operation.
12. A bank and commercial reference in original, whose date of issue does not exceed six (6) months, prior to the Bid Opening date, demonstrating its economic solvency, and including the type of relationship with the entity and the terms.
13. Corporate resolution, certification and/or affidavit, authorizing the representative of the company, corporation, or society to sign contracts.
14. Copy of applicable permits and authorizations required to operate their business, that are necessary for the sale of their products, the provision of their services or the execution of works. (*Permiso de Uso / Permiso Único, etc.*)
15. Current insurance policies from the Bidder.
16. Company Profile and Key Personnel Resumes.
17. Name of sub-contractors and/or suppliers classified as minority business, women's business enterprises, and labour surplus area firms, when applicable.
18. Bidder, sub-contractors and/or suppliers must provide evidence of eligibility to contract with HUD. Bidders must search the following website:
[https://www5.hud.gov/Ecpcis/main/ECPCIS List/main/ECPCIS List.jsp](https://www5.hud.gov/Ecpcis/main/ECPCIS%20List/main/ECPCIS%20List.jsp) and submit current documentation of the search results. Be advised, this document can be submitted within five (5) days after the bid opening if not included in the original bid offer.

19. Provide an eligibility certificate from the Bidder Registration Office of the General Service Administration (*Registro Único de Licitadores (RUL) de la Administración de Servicios Generales (ASG)*). Be advised, this document can be submitted within five (5) days after the bid opening if is not active.

If the Bidder is not a member of the Bidder Registration Office of the General Service Administration (*Registro Único de Licitadores (RUL) de la Administración de Servicios Generales (ASG)*) or cannot provide the eligibility certificate, please provide the following additional information:

1. Copy of the Certificate of Incorporation issued by the Department of State of Puerto Rico.
2. Copy of the Deed of Incorporation.
3. Copy of the Good Standing Certificate issued by the Department of State of Puerto Rico.
4. Copy of an active Municipal Patent.
5. *Certificación Negativa o de Deuda* issued by the *Fondo del Seguro del Estado*. If there is a debt, bidder must submit a copy of the payment plan granted and evidence of being up to date with it.
6. Certification of the Department of Treasury of Puerto Rico on the filing of income tax returns during the last five (5) years.
7. *Certificación Negativa o de Deuda* issued by the *Negociado de Seguridad en el Empleo del Departamento de Trabajo y Recursos Humanos de Puerto Rico*.
8. *Certificación Negativa o de Deuda* issued by the *Centro de Recaudación de Ingresos Municipales* by concept of contribution on inventory and real estate property. If there is a debt, bidder must submit a copy of the payment plan granted and evidence of being up to date with it.
9. *Certificación Negativa o de Deuda* issued from *ASUME*.

Bidder's Name

Bidder's Signature

Company Seal:

PROJECT DATA SHEET

Line	Item	Description
1	Event	FEMA 4339DR-PR (4339DR) Hurricane María
2	Applicant	Department of Natural & Environmental Resources (DNER) 000-UW1XD-00
3	Project Name	Balneario de Punta Salinas
4	Project #	123407
5	Project Category	G - Parks, Recreational Facilities, and Other Items
6	Location Description	Balneario de Punta Salinas – Toa Baja PR 00949
7	Damage Inventories #	#355538; Balneario de Punta Salinas Lifeguard Towers #355539; Balneario de Punta Salinas Booths #355540; Balneario de Punta Salinas Huts (Bohíos) #355541; Balneario de Punta Salinas BBQ's #355542; Balneario de Punta Salinas Gazebos #355543; Balneario de Punta Salinas Signs #355544; Balneario de Punta Salinas Restrooms #355545; Balneario de Punta Salinas Administrative Office
8	Project Purpose and Goals	The applicant will utilize contract for repairs of the recreational facilities to restore them back to their pre-disaster design, function, and capacity (in kind) within the existing footprint.
9	Facility Description	The facilities site has three (3) Lifeguards Towers, a storage office, booths, huts, gazebos, bathrooms, and an administrative office. The lifeguard tower structures is a 45 SF each one in wood material, the roof is plywood with a cover of corrugated galvanized steel. The storage office is 858 SF (8 FT of high) reinforcement concrete wall with half the structure roof made of concrete slab and galvalume steel built in 1990. The facility has a total of seven (7) booths of reinforced concrete slab and columns supporting a wooden shed roof with 24 gauge metal roofing panels. The facilities site has seven (7) Barbeque (BBQ'S) located in each one of the gazebos. The BBQ's Reinforcement Concrete is a 5FT long x 2FT wide x 4.33FT high with 4 inches thickness. These are completely damaged and destroyed.
10	Project Duration (calendar days)	180 days

SCOPE OF WORK

The works to be performed as part of the **Project** include, but are not limited to, the following:

- Scope of Works and Supporting Documents for the following:

1. Damage #355538; Balneario de Punta Salinas Lifeguard Towers
2. Damage #355539; Balneario de Punta Salinas Booths
3. Damage #355540; Balneario de Punta Salinas Huts (Bohíos)
4. Damage #355541; Balneario de Punta Salinas BBQ's
5. Damage #355542; Balneario de Punta Salinas Gazebos
6. Damage #355543; Balneario de Punta Salinas Signs
7. Damage #355544; Balneario de Punta Salinas Restrooms
8. Damage #355545; Balneario de Punta Salinas Administrative Office

Refer to attached spreadsheet for detailed scope of work per each damage inventory (DI).

GENERAL REQUIREMENTS

1.1 GENERAL INTENTION

A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, furnish labor and materials and perform work as required by Scope of Work.

1.2 STATEMENT OF BID ITEM(S)

A. Refer to the Bid Form included as part of the Bid Documents, Exhibit A.

1.3 CONSTRUCTION SECURITY REQUIREMENTS

A. Security Plan:

1. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with the security plan.

B. Security Procedures:

1. The DNER reserves the right to close down or shut down the project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the Inspector.

C. Document Control:

1. The General Contractor is responsible for the safekeeping of all project information. This information shall be shared only with those with a specific need to accomplish the project, as established in the General Conditions.

1.4 OPERATIONS AND STORAGE AREAS

A. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Inspector. The Contractor shall hold and save the DNER, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Inspector and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

C. The Contractor shall use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Inspector. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, roads, or public infrastructure.

D. Working space and available space for storing materials shall be determined by the Inspector.

E. Utilities Services: When it's necessary to cut existing pipes, electrical wires, conduits, cables, etc., of utility services, fire protection systems or communications systems (except telephone), they shall be cut and capped at suitable places as directed by Inspector.

F. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped, or plugged at the main, branch or panel they originate from; so that they are completely behind the finished surfaces.

1.5 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, & IMPROVEMENTS

A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Inspector.

B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Inspector may have the necessary work performed and charge the cost to the Contractor.

1.6 RESTORATION

A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter, or remove any structural work, and do not disturb any plumbing, gas, or electric work without approval of the Inspector. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the Inspector before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

B. Upon completion of contract, deliver work completed and undamaged. Existing work disturbed or removed because of the performance of the required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before the commencing of work.

C. At the Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by the Contractor's workmen to the existing piping and conduits, wires, cables, etc., of utility

services, fire protection systems and communications systems (including telephone) which are not scheduled for discontinuance or abandonment.

1.7 TEMPORARY TOILETS

A. Provide, at the Contractor's discretion, (for the use of all workmen) temporary sanitary toilet accommodations with suitable sewer and water connections; or, when approved by the Inspector, provide suitable dry closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed and premises left perfectly clean, prior to contract completion.

1.8 AVAILABILITY AND USE OF UTILITY SERVICES

A. The Contractor, at their expense and in a workmanlike manner, in compliance with codes and as satisfactory to the Inspector, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Owner, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia and repair or restore the infrastructure as required.

1.9 INSTRUCTIONS

A. Contractor shall furnish Maintenance and Operating manuals (hard copies and digital) and verbal instructions when required by the Scope of Work.

B. Manuals: Maintenance and operating manuals and one compact disc (four hard copies and one digital copy each) for each separate piece of equipment shall be delivered to the Inspector coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of the equipment. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory, and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style, and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.

1.10 CONSTRUCTION SIGN

- A. Provide one (1) Construction Sign, to be located where directed by the Inspector on the Project Site. The Construction Sign is a Temporary Sign that identifies the type and details of the works to be carried out, their financing and real estate brokers, contractors, engineers, or architects which will intervene in the work as per the requirements of the 'Reglamento Conjunto 2020' dated January 2, 2021, (or approved equal).

- B.** This sign may not contain advertisement, company logos, or commercial propaganda of any kind. Said sign must be installed within thirty (30) days following the filing and will be maintained until the authorized activity ends. The proponent must certify, in the electronic permit system of the Government of Puerto Rico, that the sign was installed in accordance with the provisions of the 'Reglamento Conjunto 2020' and upload a digital photo of the sign within the next three (3) days after installed.
- C.** The Sign must comply with the following specifications:
 - 1. Application number
 - 2. Type of Request submitted
 - 3. Owner and Proponent of the Work
 - 4. Postal and electronic address of the OGPe, PR Planning Board (JP) or Autonomous Municipality with authority and standing to receive comments on the application (whichever applies).
- D.** Size of the Sign shall be no less than four feet tall by eight feet in size (4'-0"H x 8'-0"W) with black letters on a white background and be legible from public roads. It must be placed parallel to the public road or roads that face the lot in a place that is comfortably visible from the public highway. In the case of corner lots, two signs will be placed, each one facing the road. These may not invade or be projected on the land of public roads and will be located totally within the limits of the lot.
- E.** The sign shall be supported by all wood members of framing lumber. Provide three 100 by 100 mm (4 inches by 4 inch) posts (or equivalent round posts) set three feet into ground. Set bottom of sign level at three feet above ground and secure to posts with through bolts. Make posts full height of sign. Brace posts with 50 x 100 mm (two by four inch) material as directed.
- F.** Paint all surfaces of the sign and posts with two coats of white gloss paint.
- G.** Signage must comply with Law 355 from 1999 (Ley Uniforme de Rótulos y Anuncios de Puerto Rico de 1999) and the requirements of the 'Reglamento Conjunto 2020' dated January 2, 2021.

1.11 SAFETY SIGN

- A.** Provide a Safety Sign where directed by the Inspector. Face of sign shall be 19 mm (3/4 inch) thick exterior grade plywood. Provide two 100 mm by 100 mm (four by four inch) posts extending full height of sign and 900 mm (three feet) into ground. Set bottom of sign level at 1200 mm (four feet) above ground.
- B.** Paint all surfaces of Safety Sign and posts with one prime coat and two coats of white gloss paint. Letters and design shall be painted with gloss paint of colors noted.
- C.** Maintain sign and remove it when directed by the Inspector.
- D.** Follow the same requirements as the Construction Sign on Section 1.10 of the Supplementary Conditions.
- E.** Contractor must include and follow any and all Department of Labor and Puerto Rico Department of Labor requirements regarding any additional signage in benefit of the laborers or any other party that may visit the Site.

1.12 ADDITIONAL SIGNAGE

- A. Provide an Additional sign as per the requirements of the Oficina del Gobernador Manual de Identidad. Refer to document CIRCULAR INFORMATIVA 2021-02 for additional signage information Coordinate with DNER Representative the required text and graphics for the signage.

1.13 DESIGNATED AUTHORIZED INSPECTOR'S ON-SITE OFFICE REQUIREMENTS

- A. Only if required by the Scope of Work or included in the Bid Form, the Contractor shall provide the project's Inspector with an office on site as part of its site requirements.

END OF GENERAL REQUIREMENTS

GENERAL CONDITIONS

The General Conditions of the Contract for Construction or “General Conditions” provides the terms and conditions under which the Owner, Contractor and its subcontractors, and Architect or Engineer of Record will work together during the building construction process. The Contract Documents, including the General Conditions, record the provisions of the Contract for Construction between the Owner and the Contractor. The other Contract Documents are the Owner-Contractor agreement, Supplementary Conditions, Drawings, Specifications, and any Modifications.

This procurement process fully adopts the “**UNIFORM GENERAL CONDITIONS for Public Works Contracts in Puerto Rico**” or “Reglamento #7998” dated March 3, 2011. This document is available in the Government of Puerto Rico State Department website (<https://www.estado.pr.gov/>) under the section Approved Regulations.

An electronic copy of the document can be found in the following link.

<http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/7998.pdf>

Be advised, the Project’s Contract will include standard and federal provisions. Other requirements, without limitation, are referred to in this procurement process’s Bidding Documents.

SUPPLEMENTARY CONDITIONS

A. BASIC DEFINITIONS

1. DEFINITION OF TERMS

Wherever in these General Conditions, or in other contract documents the following terms or pronouns are used, their definition and meanings shall be interpreted as follows:

2. ARCHITECT OR ENGINEER (A/E)

Designer and/or Supervisor of the project. The Architect or Engineer (A/E) is the person lawfully licensed to practice architecture or engineering in Puerto Rico and is referred to throughout the Contract Documents as if singular in number. The term A/E means the Architect or Engineer or his authorized representative.

3. CONTRACT

The Contract Documents for the Construction Contract is a written document, signed by the parties, and duly registered in the Office of the Comptroller of Puerto Rico (OCPR) that represents the entire and integrated agreement including the proposal submitted by the Contractor and approved by the Recovery Office Director as authorized by the Secretary of the Department of Natural and Environmental Resources. The Contract may be amended or modified only by a Change Order that must be approved by the Owner or Owner's Representative and registered in the Office of the Comptroller of Puerto Rico. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and Contractor. The Inspector and A/E shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

4. CONTRACTOR

The Individual, Partnership, Firm or Corporation executing a Contract as Party of the Second Part, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable performance of the work or services for which the Entity has contracted; and for the payment of all legal debts pertaining to the work.

5. CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, that comply with the Article 1.4.

6. CONTRACT ARTICLES

The obligation of the Contract, including performance of all work or services and furnishing of all labor and materials, described in the text of a Specific Item included in the Contract.

The entire proposal submitted by the Contractor and approved by the Owner or Owner's Representative will be included as integral part of the Contract.

7. INSPECTOR

The Inspector is the authorized representative of the Owner assigned to supervise the construction work. The Inspector is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Inspector" means the Inspector or the Inspector's authorized representative. For the purpose of Small Projects, such as the ones in this IFB, the Inspector will perform the responsibilities referred to the A/E.

8. MODIFICATION

A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, duly authorized by the Owner or Owner's Representative and register in the OCPR.

9. OWNER

Is referred throughout the Contract Documents as if singular in number representing the Department of Natural and Environmental Resources (DNER). The term "Owner" means the Owner or the Owner's representative.

10. PROJECT

The project is the total execution of the Scope of Work, of which the work to be performed under the Contract Documents may be the whole or a part and which may include construction by the Owner including persons or entities under separate contracts not administered by the Inspector or by separate contractors.

11. PROJECT MANUAL

The Project Manual is a volume or set of volumes assembled for the work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

12. REFERENCE STANDARDS

All applicable laws, rules, regulation, standards, specification, ordinance, codes, and orders of all federal, commonwealth or municipal governmental bodies, agencies, authorities, and courts having jurisdiction.

13. SUPPLEMENTARY CONDITIONS

Special requirements, regulations or directions prepared to cover conditions peculiar to projects which are not thoroughly or satisfactorily stipulated in these specifications. Supplementary Conditions are made a part of the contract with the express purpose that they shall prevail over all other specifications and over all plans, in that and because they set forth the final contractual intent as to matter involved.

14. SPECIFICATIONS

The Specifications are an integral part of the Contract Documents consisting of the written requirements for materials, equipment, and systems, standards and workmanship for the Work, and performance of related services.

15. SUBCONTRACTOR

A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site. The term Subcontractor is referred throughout the Contract Documents as if singular in number and means the Subcontractor or his authorized representative.

16. SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

17. WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project.

B. GENERAL PROVISIONS OF THE CONTRACT DOCUMENTS

1. CORRELATING, EXECUTION, AND INTENT OF THE CONTRACT DOCUMENTS

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the following order of priorities shall govern:

1. The Agreement, including bonds and insurance coverage required
2. Addenda
3. General Conditions
4. Project Manual
5. Project Reports generated by FEMA
6. Contractor's proposal as accepted by the Owner

The Owner and Contractor shall sign the Agreement and any written amendment to the Agreement. Their authorized representatives, if not signed by the Owner or Contractor, shall identify the other component parts of the Contract Documents.

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents.

Organization of the Specifications into divisions, sections and articles, and 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.

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier of an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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 A/E and in accordance with any schedule agreed upon. Either Party to the Contract may make written requests to the A/E for such interpretations. A/E will be part of the construction process on a case-by-case study, since the Inspector will be assuming the A/E responsibilities in Small Projects such as the ones included in this IFB. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents. Interpretations are not modifications.

2. COPIES FURNISHED AND OWNERSHIP

The Contractor will be furnished, free of charge, two (2) complete sets of the Scope of Work reasonably necessary for the execution of the Work.

The Scope of Work and other documents prepared by the A/E and consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project.

The Contractor, Subcontractors, and material or equipment suppliers shall be authorized to use and reproduce applicable portions of the Scope of Work and other documents prepared by the A/E and consultants appropriate to and for use in the execution of their Work under the Contract Documents.

3. AUTHORITIES OF THE OWNER

The Owner and their representatives shall decide all questions, which may arise as to the quality or acceptability of materials furnished and work performed. It shall also decide the manner of performance and rate of progress of the work, the interpretations of the Scope of Work and the acceptable fulfillment of the Contract in the part of the Contractor. Its decisions shall be final and shall be enforced as having executive authority. This authority may be delegated at the discretion and orders of the DNER's Recovery Office which has been designated by the DNER's Secretary to assess all matters and decisions related to the reconstruction projects.

4. AUTHORITIES OF THE INSPECTOR

The Inspector, appointed by the Recovery Office, will be fully empowered to represent the DNER in all matters pertaining to inspection of work executed and materials furnished. Such inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. In case of any dispute as to material furnished or the manner of performing the work, the Inspector shall have the Authority to reject materials if they are not in compliance with specifications and request work be suspended in the particular area until the question at issue can be referred to and decided by the Recovery Office. The Inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the scope of work, nor to approve or accept any portion of the

work or to issue instructions contrary to the scope of work.

The Inspector shall have free access, always, to all parts of the work and to all materials intended for use in the work. The Contractor shall furnish the Inspector with every reasonable facility for ascertaining whether the work as performed is in accordance with the requirements and intent of the plans, specifications, and Contract. No work shall be done, nor materials used without suitable supervision or inspection by the Inspector. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defects are discovered. Neither shall such failure obligate the Owner to final acceptance. The Contractor shall furnish the Inspector such information and assistance as may be required to make complete and detailed inspection. If the Inspector requires it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination by the Inspector, the Contractor shall restore said portions of work to the standards required by the scope of work. Should the work thus exposed and examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed, shall be paid for as extra work, but should the work so exposed and examined prove unacceptable, the uncovering or removing and replacing of the covering and making good the parts removed, shall be at the Contractor's expense. When the United States Government (ie. FEMA, COR3, etc.) is to pay a portion of the cost or is directly affected by the work covered by this Contract, the work involved shall be subject to inspection by its authorized representatives. Such inspection shall not, in any sense, make the United States Government Agency a party of this Contract, and will in no way interfere with the rights of the Department of Natural and Environmental Resources or the Contractor. The authorized representatives and agents of the United States Government Agency(ies) shall be permitted to inspect (audit) all work materials, payrolls, and records of personnel, invoices of materials, and other relevant data and records.

C. OWNER

1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

The Owner or Owner's representative shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services relevant to the Contractor's performance of the Work under the Owner's control after receipt from the Contractor of a written request for such information or services.

The Owner shall furnish, upon request of the Contractor, all available information describing the physical characteristics, legal limits, and utility locations for the Project.

The Owner shall forward all communications to the Contractor through the Inspector and shall contemporaneously provide the same communications to the A/E, when applicable.

2. OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct the defective Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Contractor shall have no more than ten (10) calendar days

to correct the cause of the work stoppage.

3. OWNER'S RIGHT TO CARRY OUT THE WORK

If after receipt of the written notice from the Owner to the Contractor detailed in 3.2.1 above to carry out the work in accordance with the contract documents, the Owner may give the Contractor and Surety a five (5) calendar day written notice to meet with the Owner to determine the steps for the completion of the project.

4. OWNER'S RIGHT TO POSTPONE OR DISCONTINUE OPERATION.

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period as the Owner may determine.

The Contract Sum and Contract Time shall be adjusted for increases and decrease in the cost and/or time caused by suspension, delay or interruption as described below. Adjustment of the Contract Sum shall include profit and fixed expenses for the period of the work's stoppage, such as supervisory, administrative, and operations, personnel salaries, utilities, equipment, and miscellaneous expenses such as safety and vigilance. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. That an equitable adjustment is made or denied under another provision of the Contract.

The Owner may, at any time, terminate the Contract, for the Owner's convenience and without cause with a thirty (30) day written Notice. Upon receipt of written notice from the Owner of such termination, the Contractor shall:

1. Cease operations as directed by the Owner in the notice.
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work.
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all rentals of equipment, existing subcontracts, purchase orders and enter no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Owner shall pay the Contractor, in full settlement of all claims by him hereunder, an amount to be determined as follows:

1. The Work performed and accepted by the Owner shall be paid in accordance with the terms of the Contract.
2. The actual cost of all acceptable materials for which orders have been placed by the Contractor for use under this Contract.
3. The actual cost of acceptable fabricated materials, called for hereunder, and already fabricated whether in the shop, or in transit.
4. Other costs incurred by reason of such termination, using unit prices in the breakdown for payment.

In case the Contract is terminated under the above provisions, the Contractor shall be under no further obligation to the Owner with reference to the work eliminated unless this Work is

related to Work done or completed by the Contractor.

Termination of a Contract, as stated above, will not relieve the Contractor of his responsibilities for the completed work, nor shall relieve his Surety of its obligation for and concerning any just claims arising out of the completed work.

5. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project under these or similar Conditions of the Contract not administered by the Inspector.

The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so.

The Contractor shall afford the Owner's own forces, Inspector and other contractors, reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute acknowledgement that the other contractor's work is suitable to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. However, the Contractor is not responsible for the approval of the other Contractor's Work.

If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several contractors and/or their Surety as determined to be just.

6. OWNER'S RIGHT TO TERMINATE THE EMPLOYMENT OF THE CONTRACTOR

The Owner may terminate the Contract if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workmen, enough and proper materials, or equipment.
2. Fails to make prompt payment to subcontractors or for materials.
3. Persistently disregards laws, ordinances, or the instructions of the A/E.
4. Fails to begin the work within the period specified in the Order to Proceed.
5. Refuses or fails to prosecute the work, or any part thereof, with or any extension thereof. Such diligence as will ensure its completion within the time specified.
6. Fails to complete the work within agreed upon time.
7. Neglects or refuses to remove condemned work materials or performs new work as may have been rejected for being defective or unsuitable.
8. Abandons or discontinues the execution of the work without authority.
9. If the Contractor is negligent of a substantial violation of any provision of the Contract.

10. If the Contractor has insufficient materials to insure the completion of work within the contract time.
11. If the work is performed unsuitably.
12. If the Contractor commits any act of insolvency or bankruptcy or shall allow any final judgment in connection of the Contract to stand against him unsatisfied for such period as stipulated in the Decree of Judgment.

If after receipt of the written notice from the Owner to the Contractor detailed in 3.2.1 above to carry out the work in accordance with the contract documents, the Owner may give the Contractor and Surety a five-calendar-day written notice to meet with the Owner to determine the steps for the completion of the project.

All costs and charges incurred by the Owner or any damages that should be borne by the Contractor, together with the costs of completing the work under the Contract, shall be deducted from any money due the Contractor or any part thereof. In case the costs, charges and damages paid by the Owner shall be less than the amount which would have been payable under the contract, if the same has been completed by the Contractor or his Surety shall be entitled to receive the difference and if the total of such costs, charges and damages exceeds the balance of the Contract Price which would have been payable to the Contractor had they completed the work, then the Contractor and Surety shall, on demand, pay the Owner the full amount of such excess. In determining the final cost, the time of completion by the Owner, if the work is taken over, shall be used in determining the amount of liquidating damages to be deducted in case the work is not completed within the Contract time as originally set or extended.

The foregoing provisions are in addition to, and not in limitation of the rights of the Owner under any other provisions of the Contract.

D. CONTRACTOR

1. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Since the Contract Documents, and the Contract between the parties (including the Contractor's entire proposal) are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various scope of work and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to the Contractor. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Inspector and A/E as a Request for Information (RFI) in such form as the A/E may require.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Inspector and A/E, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building code, rules and regulations, but any nonconformity discovered by or made known by Contractor shall be reported promptly to the Inspector

and A/E.

If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the A/E in response to the Contractor's notices or requests for information pursuant to the above Subparagraphs, the Contractor shall make appropriate Claims as stipulated in the contract to the Inspector. If the Contractor fails to perform the obligations of the above Subparagraphs, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner, Inspector or to the A/E for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error inconsistency, omission or difference and knowingly failed to report it to the Inspector and A/E.

2. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures; and for coordinating all portions of the Work under the Contract, subject to overall coordination of the Inspector as provided in Subparagraphs 6.2.3 and 6.2.4 unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner, Inspector and A/E and shall not proceed with that portion of the Work without further written instructions from the Inspector. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by them, the Owner shall be solely responsible for any resulting loss or damage.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Inspector or A/E in their administration of the Contract, or by tests, inspections and/or approvals required or performed by persons other than the Contractor.

3. LABOR AND MATERIAL

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, construction equipment and machinery, water, light, power, transportation, superintendence, temporary construction of every

nature, including Inspector's and A/E's field offices, as may be described as part of the technical specifications, utilities, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. In the case of Small Projects, such as the ones included in this IFB, the Contractor is not required to provide an Inspector and A/E field office.

Unless otherwise specifically stated in the Contract Documents, the Contractor shall engage an independent testing firm to perform soils and materials tests and reports, to secure compliance with the scope of work, when applicable.

The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Inspector and A/E, giving careful evaluation to the following items:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to the specified product.
2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
3. certifies that the cost data presented is complete and includes all related costs under this Contract, except the A/E's analysis and redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all matters.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons included in the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4. WARRANTY

The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be of good quality and new unless otherwise specified, and that the Work will be of the best quality, free from defects and in conformity to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Inspector or A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor shall rebuild, repair, restore and make good of any damages to any portion of the work 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.

In case of temporary suspension of work from any cause whatsoever the Contractor shall be responsible for the project and shall take such reasonable precautions as may be necessary to prevent damage to the project, provide suitable drainage and erect necessary temporary structures, signs, or other facilities, at his expense.

5. TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor, which are legally enacted when bids are received or negotiations concluded,

whether or not yet effective or merely schedule to go into effect.

6. PERMITS FEES AND NOTICES

The Contractor shall comply with and give notices required by all Federal, Commonwealth and Municipal laws, ordinances, rules, regulations, by-laws, and all orders or decrees as exist at present or may be enacted later by bodies or Courts having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the progress of the work.

In the event of any change in the Contract Documents to comply with any Federal, Commonwealth and Municipal laws, ordinances, rules, regulations, by-laws, and all orders or decrees and such change involves a change in the contract price, the Contractor shall promptly notify the Owner, Inspector and A/E in writing, and necessary changes shall be accomplished by appropriate Modification, via Change Order of the Owner and later a Contract.

If the Contractor performs any work knowing it to be contrary to such Federal, Commonwealth and Municipal laws ordinances, rules, regulations, by-laws, and all orders or decrees and without such notice to the Owner, Inspector and A/E, the Contractor shall assume full responsibility therefore, and shall bear all costs arising, therefore.

7. ALLOWANCES

The Contractor shall include in the Contract Sum allowance stated in the Contract Documents, if applicable. Such persons or entities shall supply for such amounts and items covered by allowances as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

Unless otherwise provided in the contract documents:

- a) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances.
- b) Whenever costs are more than or less than allowance, the Contract Sum shall be adjusted according by Change Order. The amount of the Change Order shall reflect:
 - i. The difference between actual costs and allowance under the above Subparagraphs; and,
 - ii. Changes in Contractor's costs under the above Subparagraphs.

Materials and equipment under an allowance shall be selected by the Owner in enough time to avoid delay in the Work.

8. SUPERINTENDENT

The Contractor shall employ a competent construction Superintendent and necessary assistants who shall always be present at the project site during the prosecution of the work. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless the Superintendent proves to be unsatisfactory to the Contractor. The Superintendent shall be invested with authority to act for the Contractor on all matters that may arise during the prosecution of the work and all the instructions given to him by the Owner shall be as binding as if given to the Contractor. Important communications will be so confirmed in writing. Other communications will be so confirmed on written request in each case. The Contractor irrespective of the total amount

of the work shall furnish such superintendence. The Contractor shall, before commencing operations submit to the Owner the name and qualifications of the Superintendent.

9. PROSECUTIONS AND PROGRESS

General Requirements for Construction Progress Schedule. The Contractor shall prepare and submit for the Inspector and A/E review and conditional acceptance a Construction Progress Schedule for the Work in accordance with this Subsection. The Progress Schedule shall show the full detail for the entire Work and, once conditionally accepted by the Owner, will become the baseline Project Schedule.

For Small Projects such as the ones included in this IFB, where work to be performed is of limited complexity, the contractor may choose a simplified format of scheduling system to be used, once agreed with the project Inspector. Schedule content is to be limited to critical milestones. Project schedule must be coordinated and approved by the Inspector prior to the commencement of work to be performed. The approved project schedule is required for payment certification. Subsequent items under section 4.0 do not apply to Small Projects, unless otherwise stated.

The Progress Schedule shall (a) be consistent with all milestone dates and completion dates specified in the Contract Documents, (b) shall be revised at the times required herein and at other appropriate intervals as required by the conditions of the Work, and (c) shall provide for expeditious and practicable execution of the Work. Inspector and A/E's conditional acceptance of the Progress Schedule for the Work shall not constitute acceptance of construction means, methods, techniques, sequences, or procedures, for which the Contractor shall have sole responsibility. The Progress Schedule shall indicate the order, sequence, and interdependence of all activities that the Contractor plans to follow in order to accomplish the work within the Contract Time, including authorized extensions. The Progress Schedule shall be comprehensive, orderly, and realistic, and shall cover activities onsite and offsite and activities of infrastructure agencies that affect the Project.

The Contractor shall conform to the most recent Progress Schedule. The Contractor shall furnish sufficient forces, plans and equipment as may be necessary to insure the progress of the Work in accordance with the Progress Schedule. If the Contractor falls behind the Progress Schedule, the Contractor shall promptly submit to Inspector and A/E an Updated Progress Schedule, demonstrating the manner in which the rate of progress shall be increased and shall take such steps as may be necessary to meet the Progress Schedule. The Contractor shall maintain its schedule so as not to delay the progress of the Work or the scheduled work of Other Contractors.

The Contractor shall, with each Application for Payment, submit an Updated Progress Schedule indicating the progress and sequence of the Work, in a form acceptable to the Inspector and A/E. For Small Projects, such as the ones included in this Bid, there will not be partial payments.

The Contractor shall always provide adequate rates of progress for the various parts of the Work to properly advance the Work and so that the Work always meets the requirements of the Progress Schedule. Whenever Critical Path Activities fall behind the planned schedule of design or construction as shown on the Progress Schedule, or when activities which were not critical become critical, Inspector and A/E shall be notified by the Contractor and

advised of action being taken to return the Work to its original schedule and such action shall be indicated on an Updated Progress Schedule demonstrating the manner in which the rate of progress shall be increased and identifying the steps to be taken to recover lost time as may be necessary to meet the Progress Schedule.

Scheduling System. For Large Projects, the Contractor shall use Primavera for Windows, or Microsoft Project, and a hardware system commensurate with the size of the Project, which shall be the "Scheduling System". The Contractor shall maintain the Scheduling System, the Progress Schedule, and Updated Progress Schedules onsite or at a location approved by the Inspector and A/E.

Contents of Progress Schedule. The Progress Schedule shall:

1. Begin on the date of the Notice to Proceed and conclude with the date of Final Completion.
2. Identify Work on a calendar basis using Days as a unit of measure.
3. Show complete interdependence and sequence of construction and Work-related activities reasonably required to complete the Work.
4. Identify Work of separate stages and other logically grouped activities, and clearly identify the critical path of activities.
5. Reflect sequences of Work, restraints, delivery windows, review times, the Contract Time and Project Milestones as set forth in the Owner Contractor Agreement.

Review Conditional Acceptance of Progress Schedule. Not later than thirty (30) Days after issuance of the Notice to Proceed, the Contractor shall submit to the Inspector and A/E for review, comment, and conditional acceptance a Progress Schedule for the entire Contract Time. The proposed Progress Schedule shall be reviewed for purposes of determining (a) compliance with applicable provisions of the Contract Documents, (b) whether the logic of the proposed Progress Schedule is sound and consistently developed and demonstrates a logical sequencing and interdependence of activities required for the timely and orderly achievement of all Work activities and Milestones, including Substantial Completion and Final Completion of the Work within the Contract Time, and (c) whether float suppression techniques have been employed by the Contractor. Upon its conditional acceptance, such Progress Schedule will be employed by the Contractor in its scheduling and performance of the Work.

When conditionally accepted, the Progress Schedule shall become the schedule against which all progress and revisions shall be measured. The Contractor shall revise the Progress Schedule in accordance with Subsection 4.9.11 to reflect actual progress and the Contractor's current plan for completion of the Work for the remainder of the Contract Time and submit the Updated Progress Schedule to the Inspector and A/E for review, comment, or conditional acceptance. As a condition precedent to Final Completion, the Contractor shall prepare and furnish to the Inspector and A/E a final as-built Progress Scheduled.

The Contractor shall submit an Updated Progress Schedule for the Inspector and A/E review and conditional acceptance with each Application for Payment. The Updated Progress Schedule shall reflect: (1) the progress of the Work within five (5) Workdays prior to submission; (ii) approved changes in the Work scope and activities modified since submission; (iii) delays in Submittals or resubmittals, deliveries, or the Work; (iv) adjusted or modified sequences of Work; (v) other identifiable changes; (vi) revised

projections of progress and completion; and (vii) a report of changed logic. If the Contractor fails to complete an activity by its latest scheduled completion date and this failure is anticipated to extend the Contract Time (or Milestone dates), the Contractor shall, within seven (7) days of such failure to complete the activity, submit a written statement showing how the Contractor intends to correct such failure and return to the current Progress Schedule.

The Contractor shall submit with each Updated Progress Schedule a written certification by the Contractor's Project Manager that the Updated Progress Schedule is the actual schedule being utilized for execution of the Work. The Updated Progress Schedule submittal shall be submitted in paper and digital form.

Immediately after being awarded the Contract, the Contractor and the Owner will establish a mutually agreeable date on which a preconstruction conference meeting will be held.

After the Contract has been completed and signed, the Contractor will be formally notified to proceed with the work or services provided in the Contract. The Notice to Proceed will stipulate the date on which it is expected the Contractor will begin construction and from which date contract time will be charged. This notice to proceed must be done as a written notice from the DNER's Recovery Office.

The Contractor shall start work on the part of the project set forth in the progress schedule, and the work shall be conducted in such a manner and with sufficient materials, equipment and labor as considered necessary to ensure its completion in accordance with the Contract Documents within the time set forth in the Contract. The Contractor shall cooperate with the Inspector in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

The Contractor shall prepare and keep current, a schedule of submittals, which is coordinated with the Contractor's construction schedule and allows the Inspector and A/E reasonable time to review and approve submittals.

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

The Contractor shall begin work immediately after the date established by the Notice to Proceed.

The Contractor within fifteen (15) calendar days after the date of execution of the Contract will submit for approval to the Inspector and A/E a schedule of values of the various portions of the Work aggregating the total Contract Sum, divided so as to facilitate monthly partial payments, prepared in approved forms. Each item in the schedule of values shall include its proper share of overhead and profit, except that such initial expenditures as the portion completed for mobilization, temporary facilities, premiums for insurance and bonds, and any government regulations shall be separately itemized to facilitate its request in the first partial payment. This schedule, when approved by the Inspector and the A/E shall be used as a basis for the monthly partial payments and change orders.

The Contractor shall start work on the initial part of the project designated by the Owner and shall be conducted in such a manner and with sufficient materials, equipment and labor as are

considered necessary to insure its completion in accordance with the Scope of Work and Contract, within the time set forth in the Contract and Proposal. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Inspector at least 24 hours in advance of resuming operations. The Rate of Progress shall be compared with the Time Chart as the work progresses and if the Contractor falls behind schedule, they will be required to employ more equipment and labor or to modify his operations to ensure the completion within the time set in the Contract.

10. CONTRACT DOCUMENTS AT THE SITE

The Contractor shall always have available on the work during the construction period, one complete copy of the Contract, all approved Plans, Specifications, Special Provisions, and authorized alterations, when applicable. The Contractor shall give the work his constant attention, shall facilitate the progress thereof and shall cooperate with the Inspector in every possible way. The Contractor shall always have a competent and satisfactory Superintendent (A/E) on the work, authorized to receive orders and act for him. In the performance of the work under this Contract, the Contractor shall so conduct his operations as to avoid interference with any other Contractors, when applicable.

The Contractor shall maintain at the site for the Owner one (1) record copy of all Contracts, Scope of Work, Addenda, Change Orders, and other Modification, in good order and marked currently to record field changes and selections made during construction, and in addition approved shop drawings, Product Data, Samples and similar required submittals. These shall be available for the Inspector and A/E and shall be delivered to the Inspector for submittal to the Owner upon completion of the Work.

11. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

Samples are physical examples, which demonstrate materials, equipment or workmanship and establishes standards by which the work will be judged.

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Inspector and A/E, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. At the time of submission, the Contractor shall inform the Owner in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract

Documents.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Inspector and A/E will review and approve Shop Drawings, Product Data, Samples, and similar submittals, with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Inspector and A/E's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Inspector and A/E and shall resubmit the required number of corrected copies of Shop Drawings, Product Data, Samples, or similar submittals until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Inspector and A/E on previous submissions.

The Inspector and A/E's approval of Shop Drawings, Product Data, Samples, or similar submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner in writing of such deviation, nor shall the Inspector and A/E's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or similar submittals.

The Contractor shall not perform any portion of the Work for which the Contract Documents require a submittal and review of Shop Drawings, Product Data, Samples, and similar submittals until the Inspector and/or A/E has approved the respective submittal.

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the A/E in writing of such deviation at the time of submittal and (1) The A/E has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the A/E's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the A/E on previous submittals. In the absence of such written notice the A/E's approval of a resubmission shall not apply to such revisions.

Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the

Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Inspector or A/E will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the professional's written approval when submitted to the A/E. The Owner, Inspector and A/E shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner, Inspector and A/E have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph, the A/E will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

12. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

The Contractor shall coordinate their operations with, and secure the approval of the Inspector before using any portion of the site.

13. CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting, or patching required for completing the Work or to make its parts fit together properly.

The Contractor shall not damage or endanger any portion of the work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner, Inspector and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

14. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. The Contractor Shall dispose of all waste materials in a manner consistent with Municipal and State Laws and

Ordinances.

If the Contractor fails to clean up as provided in the Contract Documents, the Inspector may do so with the Owner's approval and the cost thereof shall be charged to the Contractor. The cost per unit of such clean-up will be assessed as per standard costing procedure.

15. ACCESS TOWORK.

The Contractor shall provide the Owner, Inspector and A/E access to the Work in preparation and progress wherever located.

16. ROYALTIES, PATENTS ANDCOPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Inspector and A/E harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Inspector or A/E. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Inspector and A/E.

17. INDEMNIFICATION

To the fullest extent permitted by law and, to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the Owner, Inspector, A/E, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

The obligations of the Contractor shall not extend to the liability of the Inspector, A/E, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Inspector, A/E, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

E. SUBCONTRACTORS ANDSUB-SUBCONTRACTORS

1. CONTRACTUALRELATIONS

Nothing contained in the Contract Documents shall create any contractual relation between the

Owner and any Subcontractor or Sub-subcontractor.

2. AWARD OF SUBCONTRACTS FOR PORTIONS OF THE WORK

Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner for his acceptance, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Inspector will promptly reply to the Contractor in writing stating whether the Inspector, Owner and A/E, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Inspector to reply within fifteen (15) calendar days from the submittal shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed person or entity to whom the Owner, Inspector or A/E has made reasonable and timely objection.

The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. If the Owner, Inspector or A/E has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Inspector or A/E has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for such change.

The Contractor shall not change a Subcontractor, person, or entity previously selected if the Owner, Inspector or A/E makes reasonable objection to such change.

For large projects, the Contractor shall execute with his own organization work amounting to not less than fifty (50) percent of the original total contract cost. Any items designated in the Contract Documents, as "Specialty 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 organization.

3. SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Inspector and A/E. Each subcontract agreement shall preserve and protect the rights of the Owner, Inspector and A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice or impair such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and compensation against the Contractor that they, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Owner of the project must be notified of these agreements. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies by his own cost of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub- subcontractors.

The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentage of completion certified to the Contractor on account of Work done by such Subcontractors.

The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub- subcontractor except as may otherwise be required by law or stipulated agreements.

F. A/E AND INSPECTOR

1. RESPONSABILITIES

Duties, responsibilities, and limitations of authority of the Inspector and A/E as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Inspector and A/E. Consent shall not be unreasonably withheld.

If the employment of the Inspector or A/E is terminated, the Owner shall employ a new Inspector, or A/E.

A/E will be part of the construction process on a case-by-case study. The Inspector will be assuming the A/E responsibilities in Small Projects, such as the ones included in this Bid, unless otherwise noted.

2. ADMINISTRATION OF THE CONTRACT

The Inspector and A/E will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence from time to time during the one-month period for correction of Work after the date of Substantial Completion. The Inspector and A/E will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. Small Projects are to be performed with a detailed Scope of Work, developed by FEMA and the DNER's Recovery Office. Unless otherwise noted in writing, there will not be an A/E consultant for the implementation process of Small Projects.

The Inspector will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

The Inspector will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the Inspector and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction Schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Inspector, and the Owner until subsequently

revised.

The Inspector will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.

Where applicable, the A/E will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, the A/E shall recognize and point out any such deficiencies that require correction by the Contractor, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

The Inspector, except to the extent required by Subparagraph 6.2.4, and A/E will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Inspector and the A/E will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Inspector and A/E will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or the agents or employees, or any other persons or entities performing portions of the Work.

Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Inspector, and shall contemporaneously provide the same communications to the A/E. Communications by and with the A/E's consultants shall be through the A/E. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Inspector and shall be contemporaneously provided to the A/E. A/E will be part of the construction process on a case-by-case study, since the Inspector will be assuming the A/E responsibilities in some Small Projects, such as the ones included in this Bid.

The Inspector will review and certify all Applications for Payment by the Contractor, including final payment. The Inspector will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Inspector will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the A/E.

Based on the A/E's evaluations of the Contractor's Applications for Payment, and the certifications of the Inspector, the A/E will review and certify the amounts due to the Contractor and will issue Certificates for Payment in such amounts.

The A/E will have authority to reject work that does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable the A/E will have the authority to require inspections or testing of the work but will take such action only after notifying the Inspector. Subject to review by the A/E, the Inspector will have the authority to reject

Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Inspector will be subject to interpretations and decisions of the A/E. However, neither this authority of the Inspector or of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector or of the A/E to the Contractor.

The Inspector will receive from the Contractor: Shop Drawings, Product Data and Samples, and forward to the A/E for review and final approval. The Inspector's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the A/E.

The A/E will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The A/E's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, nor Inspector, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences, or procedures. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Inspector will prepare Change Orders and submit them to the Owner's Representative, for evaluation before recommendation to the Recovery Office. The Owner is responsible for the approval of alterations or additions that entail an increase in cost of less than and up to a maximum of thirty percent (30%) of the total original cost of the project. In exceptional duly justified and documented circumstances, the Owner may approve a Change Order that exceeds thirty percent (30%) of the original cost of the project by formulating a supplemental contract. When there is more than one alteration or addition to a contract in the form of a Change Order, such alterations or additions taken together may not exceed a maximum of thirty percent (30%) of the total original cost of the project and will have to be approved by the Owner, provided that when this happens, a supplementary contract is granted with the affirmative vote of two thirds (2/3) of the members of the Board. Said contract may not exceed fifteen percent (15%) of the total cost of the project, including change orders.

The Inspector will assist the A/E while conducting inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Inspector will receive and forward to the A/E for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment upon compliance with the requirements of the Contract

Documents.

The A/E will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner, Inspector or Contractor. The A/E's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the A/E will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

The A/E's decisions on matters relating to the aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

If the Owner and A/E agree, the A/E will provide one or more project representatives to assist in carrying out the A/E's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

G. PROTECTIONS OF PERSONS AND PROPERTY

1. SAFETY OF PERSONS AND PROPERTY

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1. employees on the Work and other persons who may be affected thereby.
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, sidewalks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and

for which the Contractor is responsible except damage or loss attributable to acts or omissions of the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall be responsible for the protection of all public and private property, monuments, telephone lines, optic fiber, and other public utilities along and adjacent to the project. The Contractor shall use every precaution to prevent damage to pipes conduits and underground structures and shall cooperate with the owners of utility companies in the removal or relocation of their facilities in such a way that their operation is not interrupted. The time and labor for the relocation of these facilities shall be reduced to a minimum, so that the services rendered by them are not unnecessarily interrupted. Any of these services that might be affected or interrupted by the Contractor shall be immediately repaired or resumed at the Contractor's expense. The Contractor shall carefully protect all property limit monuments. They shall notify the responsible person or agency, if these must be moved or changed in any way and shall not affect them until and authorized agent has referenced them and authorized their relocation or removal. All roads adjacent to or intersecting the project shall be protected from damage. The Contractor shall take all necessary precautions to preserve all objects of archeological value, of art, antiques and minerals found in the area of the work or in the construction operations and they shall notify about them to the Inspector and A/E. All such articles or objects shall be delivered to the Owner and shall be extracted and removed in accordance with the instructions of the Inspector and A/E or the appropriate governmental agencies. When any direct or indirect damage is done to the public or private property by an act, omission, neglect, or fault of the Contractor in the execution of the work, the Contractor without the right to additional compensation shall restore such property. Otherwise, the Contractor shall compensate the affected person or entity in a form acceptable to the parties.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Health Department and other bodies having jurisdiction thereto. They shall neatly clean up all camp sites, dispose of all rubbish and perishable materials and leave the premises in a neat and sanitary conditions when they have completed the occupancy of the site.

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent silting of rivers, streams, lakes, and reservoirs. Construction of drainage facilities as well as performance of other contract work, which will contribute to the control of siltation, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable. Unless otherwise approved in writing by the Inspector and A/E, construction operations in rivers, streams, lakes, and reservoirs 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. 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. 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. Unless otherwise approved in writing by the Inspector and A/E, mechanized equipment shall not be operated in live streams except as may be required to construct channel and temporary or permanent structures. The Contractor shall exercise every

reasonable precaution throughout the life of the project to prevent pollution of rivers, streams, lakes, or reservoirs. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste shall not be discharged into or alongside of rivers, streams, lakes or reservoirs or into natural or manmade channels leading thereto. The Contractor shall also comply with the applicable regulations relating to the prevention and abatement of water pollution.

In carrying out work within or adjacent to Commonwealth National Forests, the Contractor shall comply with all regulations of the Commonwealth and Federal Fire Service, Conservation Commission, Department of Natural Resources, or any other authority having jurisdiction, governing the protection of forests and the carrying out of works within forests, and shall observe all sanitary laws and regulations with respect to the performance of work in forest areas. They shall keep the areas in an orderly condition, dispose of all, refuse, and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures. The Contractor shall take all reasonable precaution to prevent and suppress forest fires and shall require its employees and subcontractors, both independently and at the request of Forest officials, to do everything reasonable within their power to prevent and to assist in preventing and suppressing forest fires and to 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.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner.

The Contractor shall not load or permit any part of the construction or site to be loaded to endanger its safety.

2. EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at their discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in these Contract Documents.

H. AWARDS, INSURANCE AND BONDS

1. AWARDS PROCESS

Once the Bid has been adjudicated, and the process not being contested, once the period established by Law (10 consecutive days) has passed, the adjudication becomes final. The formal Notification by the Auction Board of GSA will be sent via certified mail to the selected entity, and will detail all the documentation, Bonds, and Insurance, with their respective limits. Once all the documentation is received by the Auction Board of GSA, the respective contract will be redacted. In cases that an adjudication is contested within the period established by Law, the Auction Board of GSA will immediately refer the matter to GSA's Auction Review Board.

The Contractor must, within ten (10) consecutive calendar days from the date of Notice of Award, provide the following documentation:

1. Performance Bond to guarantee the faithful performance of the Contract, in an amount

equal to hundred (100) percent of his bid, and/or adjusted to the revised contract amount cost.

2. The statutory Workmen's Compensation Insurance (State Insurance Fund).

3. Comprehensive General Liability Insurance (\$1,000,000). Public liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents or employees. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the General Conditions. The liability limits shall not be less than (a) Bodily Injury \$500,000 each occurrence, and (b) Property damage \$100,000 each occurrence - \$500,000 Aggregate.

4. Hold Harmless Agreement

All the above referred to bonds and policies must be satisfactory to the Owner in compliance with the law, and in form and amount properly enough to protect the Owner.

It shall always be the responsibility of the Contractor to maintain adequate insurance coverage. Failure to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation. The certificates filed with the Owner shall state that thirty-(30) day written notice will be given to the Owner before any policy covered thereby is changed or canceled.

If at the due date 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 from the next payment.

The Public liability insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouses or storage areas, during installation, testing, and after the work is completed. It shall be of the "all risks" type, with coverage designed for the circumstances, which may occur in the work, included in this Contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner's furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance. Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. If the aggregate value of the Owner's furnished and Contractor's furnished equipment is less than \$10,000, such equipment may be covered under builder's risk insurance, and if so covered, this installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

All insurance must contain an endorsement naming the Owner as an additional insured.

The Contractor must provide a Certificate of Good Standing from the Commissioner of Insurance of

Puerto Rico for each company providing any of the foregoing insurance policies.

2. SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S INSURANCE

The Contractor shall, throughout the performance of work under the contract, procure and maintain in effect, and require all subcontractors and Sub-subcontractors and others performing any such work to maintain in effect, insurance of the types and with limits not less than the minimum amounts specified above, or insure the activity of his subcontractors in his own policy.

I. CHANGES IN THE WORK

1. GENERAL

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents.

A Change Order shall be based upon agreement among the Owner, Inspector, Contractor and A/E, an order for a minor change in the Work may be issued by the A/E alone.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, or order for a minor change in the Work.

2. CHANGE ORDERS

A Change Order is a written instrument prepared by the Inspector and signed by the Owner or his representative(s), Inspector, A/E and Contractor, stating their agreement upon all of the following:

1. change in the Work
2. the amount of the adjustment (add or subtract), if any, in the Contract Sum
3. the extent of the adjustment, if any, in the Contract Time.
4. All Change Orders must be approved by the Owner and registered via amendment in the Puerto Rico Comptroller's Office.

In Lump Sum Contracts the cost or credit to the Owner, resulting from a Change in the Work shall be determined in the following ways:

1. mutual acceptance of a lump sum properly itemized and supported by enough substantiating data to permit evaluation.
2. unit prices stated in the Contract Documents or subsequently agreed upon.
3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
4. All Change Orders must be first referred to the to the Owner's Representative, for evaluation and DNER's Recovery Office for approval and registered via amendment in

the Puerto Rico Comptroller's Office.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will be equitably adjusted accordingly.

The percentages and the method to be followed for unit price adjustment for resulting overrun or under run of any item or items in unit price contracts shall be as follows:

1. Overruns of more than fifty (50) percent of any major item or items shall require a negotiated unit price which shall be covered by a modification agreement by both parties. The original unit price shall apply to all work performed up to one hundred fifty (150) percent of the original proposal quantity for the item, and the negotiated unit price shall apply only to the quantity of work performed in excess of said one hundred fifty (150) percent.
2. Under runs of more than fifty percent of any major item or items shall require a negotiated unit price for the units of work finally performed which shall be covered by a modification agreement by both parties. The total quantity of work finally performed shall be paid at the negotiated unit price, but in no case will the amount paid for the total quantity performed exceed seventy-five (75) percent of the original total amount for the item.
3. Overruns of a minor item to the extent that the amount of the item calculated at the original unit price, exceeds seventy-five (75) percent of the original contract amount, shall require a negotiated unit price, which shall be covered by a Change Order. The original unit price shall apply to all work performed in the item up to a value of fifty (50) percent of the original contract amount and the negotiated unit price shall apply to the additional work.

The amount of credit to be allowed by the Contractor to the Owner for any deletion or change, which results in a net decrease in cost will be, the amount of the actual net decrease as confirmed by the Inspector and A/E.

Should concealed conditions encountered in the performance of the Work below the surface of the ground, be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinary encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitable adjusted by Change Order upon claim by either party made within ten (10) days after the first observance of the conditions.

3. MINOR CHANGES IN THE WORK

The A/E will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor

shall carry out such written orders promptly.

J. UNCOVERING AND CORRECTION OF WORK

1. UNCOVERING OF WORK

If a portion of the Work is covered contrary to the request of the Inspector or A/E, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or A/E, be uncovered for the Inspector's and A/E's examination and be replaced at the Contractor's expense without change in the Contract Time.

If a portion of the Work has been covered which the Inspector or A/E has not specifically requested to examine prior to its being covered, the Inspector or A/E may request to see such Work and the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs caused the condition.

2. CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Inspector or A/E for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Inspector's and A/E's services and expenses made necessary thereby, shall be at the Contractor's expense.

If, within one month after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner through the Inspector to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-month period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner through the Inspector, the Owner may correct it and claim for the expenses incurred.

The one-month period of the Notification by the Owner for correction of Work shall not be extended by corrective Work performed by the Contractor.

The Contractor shall remove from the site portions of the Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the

Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents. Establishment of the one-month period for the Notification of correction of Work relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

3. ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

K. TIME

1. TIME EXTENTS

Contract Time is the period, including authorized adjustments, Change Orders, allotted in the Contract Documents for Substantial Completion of the Work.

The date of commencement of the Work is the date established in the Notice to Proceed.

The date of substantial completion of the work or designated portion thereof is the date certified by the Inspector, A/E, Contractor and Owner, in the corresponding document, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the work or designated portion thereof for the use for which it is intended.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

2. PROGRESS AND COMPLETION

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

The time limit for the execution of the Contract has been figured out on the basis that work on the premises will be carried out only during regular working week of eight (8) hours working day nor more than forty four (44) hours per week, and taking into consideration all Sundays and legal holidays included within the said time limit. No work shall be performed on extra hours, Sundays or holidays, except in cases of Emergency, or unless prior written permission has been granted by the Inspector. Except in cases of emergency, the Contractor shall file request for permission to work extra hours, Sundays or legal holidays with the Inspector not less than forty-eight (48) hours in advance. In case of emergency, for completion of the daily work, permission for extra hours should be arranged with the Inspector. Work that is not expected to be completed during the working day should not

be started.

The Contractor shall begin the work on the date of commencement as defined in the Notice to Proceed. The Contractor shall carry the work forward expeditiously with adequate forces and shall complete it within the Contract Time.

3. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Inspector, A/E, or of an employee of any of them, of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, by delay authorized by the Owner, or by other causes which the Inspector and A/E based on recommendations by the Inspector determines may justify delay, the Contract Time shall be extended by Change Order approved by the Owner's Representative and the Recovery Office Director, for such reasonable time as the Inspector and A/E may determine.

Extension in Contract Time shall not be considered or allowed for the following reasons:

1. Suspensions of work ordered by the Owner, the Inspector and A/E due to the fault of the Contractor or his Sub-contractor.
2. Unauthorized suspensions of Work by the Contractor.

All claims for extension of time shall be made in writing to the A/E through the Inspector not more than ten (10) days after the occurrence of the delay; otherwise, they shall not be considered, except when the cause for delay is directly attributable to the Owner. These claims shall include:

1. the circumstances as may be required by the A/E,
2. the operation(s) alleged to have been delayed,
3. the calendar dates on which the operation(s) were delayed, and
4. the number of calendar days by which the Contractor is requesting the completion date to be extended.
5. Any Claim for extensions of time and delays will be attended to at the Close of the Project.

4. LIQUIDATED DAMAGES

Should the Contractor or, the Surety in case of default, 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 will be made for each and every calendar day that such work remains uncompleted after the expiration of the date of completion up to the date of substantial completion or final completion as the case may be. This amount will be deducted from any money due or that may become due the Contractor or his Surety under the Contract.

The Liquidated Damages amount applicable to the project(s) stipulated in the Contract shall be considered and treated not as a penalty, but as fixed and agreed liquidated damages due to the Owner by the Contractor or, by the Surety in case of default of the contractor, by reason of public inconvenience, interference with business, increasing of engineering, inspection and administrative cost to the Owner; and other items which have caused an expenditure of public funds, resulting from the Contractor's or in case of default of the

Surety's failure to complete the work within the time specified in the Contract or as extended by written authorization by the Owner.

The sum set forth in the following schedule shall be the amount of liquidated damages specified for each calendar day beyond the term limit stipulating the final termination and acceptance of the work:

SCHEDULE OF LIQUIDATED DAMAGES

Original Amount of Contract		Amount of Liquidated Damages per Calendar Day
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
\$50,000,000.00	Unlimited	\$8,000.00 or any other amount as agreed in the Contract

Permitting the Contractor to continue and finish the Work or any part thereof after expiration of the date of completion shall in no way operate as a waiver on the part of the Owner of any of its rights under this Contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is substantially completed.

Any Claim for Liquidated Damages will be attended to at the Close of the Project.

L. PAYMENTS

1. CONTRACT SUM

The Contract Sum 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 as approved by Change Order. The amount payable to the Contractor shall be the actual total cost of the work performed and accepted.

2. SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit for approval to the A/E and

the Inspector, a schedule of values of the various portions of the Work, aggregating the total Contract Sum. In Unit-Price Contracts, the Contractor will submit for approval to the Inspector and A/E, a schedule of values for those Lump-Sum bid items only. Each item in the schedule of values shall include its proper share of overhead and profit, except that such initial disbursements as the portion completed for mobilization, temporary facilities, premiums for insurance and bonds, and any government regulations, shall be separately itemized to facilitate its request in the partial payments. This schedule, when approved by the Inspector, and A/E when applicable, shall be used only as a basis for reviewing the Contractor's Applications for Payment and change orders.

3. APPLICATIONS FOR PAYMENT

Partial payments will be made according to the schedule of payments in the form of itemized Applications for Payment. Such applications will include, but may not be limited to:

1. The Application for Payment, with the operations completed in accordance with the schedule of values. This Application must be signed by the Contractor, Inspector and A/E, and approved by the Owner's representative.
2. Supporting data deemed necessary by the Inspector and A/E.
3. Six (6) Photographs 8" x 10" each, of the site prior to the beginning of the work, and monthly, thereafter.

From each partial payment, the Owner shall retain ten (10) percent of the estimated amount as guarantee, to be paid at Project Closeout.

No advance payment may be made to the Contractor for Small Projects, such as the ones included in this Bid.

Advance payment may be made to the Contractor for the ninety (90) percent of the cost of materials which are to be incorporated into the work and which are on hand at the job site or stored in acceptable storage places in the vicinity of the project. No advance payment may be made to the Contractor for materials fabricated, pre-cast or otherwise produced for this specific project and stored at an approved site in Puerto Rico other than in the immediate vicinity of the project. No advance payment will be made on living or perishable plant materials. In the case of materials that have been purchased by the Contractor the cost shall be determined by the vendor's invoice. In the case of materials manufactured or obtained by the Contractor through the use of his own workmen or equipment, the cost shall be determined by the Inspector and A/E in accordance with and based upon that particular unit of the project in which the materials are to be utilized.

The Contractor shall present signed receipts or other documentary evidence to prove that the cost of the materials for which they are to receive advance payment has been paid in full. If the materials have not been paid for, the invoice shall be accompanied by a release from the materials dealer expressing his conformity with the payment for such materials to the Contractor by the Owner. If at any time after the Contractor has received advance payment for materials, the Inspector and A/E shall obtain evidence indicating that said materials, or any part or parts thereof, are defective, damaged or lost, or that said materials, or part thereof, do not conform to the specifications, the Inspector and A/E, shall 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 materials, or part or parts thereof, found

to be defective, damaged or lost.

Materials for which the Contractor has received advance payment shall be properly housed or stored in a manner that will insure the preservation of their quality and fitness for the work. Moreover, the Contractor shall not withdraw said materials for any purpose other than incorporation into the project, unless they have written authority from the Owner to do so. 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.

Material which have been delivered to the project in accordance with the requirement of the plans or Contract, but which, due to revisions or elimination of items authorized by the A/E or due to discrepancies in the plans or Contract, are not used in the work, the Contractor, upon request will be reimbursed for the actual verified cost of such material delivered at the project site, including handling charges less any discount allowed on the invoice, but with no percentage added, and such material will thereafter become the property of the Owner.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

The issuance of a separate Certificate for Payment will constitute a representation made separately by the Inspector and A/E to the Owner, based on their individual evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Inspector's and A/E's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Inspector or A/E.

The issuance of a payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Inspector or A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Inspector will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and, after certifying the amounts due on such applications, forward them to the A/E within

seven days.

Within seven days after the A/E's receipt of the Project Application for Payment, the Inspector and A/E will either issue to the Owner a Project Certificate for Payment, with a copy to the Contractor, for such amount as the Inspector and A/E determine is properly due, or notify the Contractor and Owner in writing of the Inspector's and A/E's reasons for withholding certification in whole or in part as provided in Subparagraph 12.4.1. Such notification will be forwarded to the Contractor by the Inspector. For Small Projects, such as the ones included in this Bid, where no A/E is involved in the construction process, the Inspector will solely undertake the Project Certificate for Payment process.

4. PAYMENTS WITHHELD

The Inspector or A/E may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Inspector's or A/E's opinion the representations to the Owner required by Subparagraphs 12.3.9 and 12.3.10 cannot be made. If the Inspector or A/E is unable to certify payment in the amount of the Application, the Inspector or A/E will notify the Contractor and Owner as provided in Subparagraph 12.3.12. If the Contractor, Inspector, and A/E, cannot agree on a revised amount, the Inspector and A/E will promptly issue a Certificate for Payment for the amount for which the Inspector and A/E are able to make such representations to the Owner. The Inspector or A/E may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Inspector's or A/E's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

1. defective works, no remedies.
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless the Contractor provides security acceptable to the Owner
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. damage to the Owner or another contractor.
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
7. persistent failure to carry out the Work in accordance with the Contract Documents.

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5. PROGRESS PAYMENTS

The Owner is responsible to pay the Contractor within thirty (30) calendar days after the Inspector and A/E have issued a Certificate for Payment and shall so notify the Inspector and A/E of this payment.

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the

Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

The Inspector will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Inspector, A/E and Owner on account of portions of the Work done by such Subcontractor.

Neither the Owner, Inspector nor A/E shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

Payment to material suppliers shall be treated in a manner similar to above.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work in accordance with the Contract Documents.

Immediately after the Inspector and A/E has determined and certified that the Work is substantially completed, the Owner may release to the Contractor fifty (50) percent of the 10% previously retained, provided the following conditions are met:

1. A written consent of Surety to make such payments is submitted.
2. There are no claims to be settled from the Owner to the Contractor.
3. No liquidated damages are pending.

6. NO WAIVER OF LEGAL RIGHTS

The Department of Natural and Environmental Resources shall not be precluded or stopped from any inspection, measurement, estimate or certificate, for the payment of money, any payment for or acceptance of any work or any extension of time, or any possession taken by Department of Natural and Environmental Resources, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract. The Department of Natural and Environmental Resources shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties, such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Department of Natural and Environmental Resources or by its representative, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession by the Department of Natural and Environmental Resources or any of its representatives shall operate as a waiver of any portion of the Contract or of any powers herein reserved, or of any rights to damages. A waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent.

7. SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work when the Work or designated

portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

For Small Projects, such as the ones included in this Bid, the Contractor can avoid a substantial completion request and, upon completion of the Work, forward to the Inspector a written notice that the Work is ready for final inspection and Final acceptance. This must be coordinated and approved by the Inspector.

When the Contractor considers that the Work, or a portion thereof which the Owner has agreed to accept separately, is substantially complete, the Contractor and Inspector shall jointly prepare and submit a request for inspection to the A/E.

Upon receipt of the Contractor's request, the A/E, assisted by the Inspector, will inspect to determine whether the Work or designated portion thereof is substantially complete. If the A/E's inspection discloses any item, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification of the A/E. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In such case, the Contractor shall then submit a request for another inspection by the A/E assisted by the Inspector to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, the Inspector will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, air conditioning, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. However, such time will not exceed ten (10) calendar days after the date established in the Certificate of Substantial Completion. In relation of Liquidated Damages, the following will apply according to different circumstances:

1. If the date of completion established in the contract has expired, no Substantial Completion will be accepted.
2. If the date of Substantial Completion is granted before the day stipulated in the contract, the time for final acceptance shall be the date established in the Substantial Completion Document or the day stipulated in the contract whichever comes last. At this time of the process, the name of Substantial Completion will be changed to Final Acceptance.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, and upon application by the Contractor and certification by the Inspector and A/E, the Owner shall make payment of retained applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents such

as Liquidated Damages.

8. PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, air conditioning, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

Immediately prior to such partial occupancy or use, the Owner, Inspector, Contractor, and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9. FINAL ACCEPTANCE AND FINAL PAYMENT

Upon completion of the Work, the Contractor shall forward to the Inspector a written notice that the Work is ready for final inspection and final acceptance and shall also forward to the Inspector a final Contractor's Application for Payment.

Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Inspector will forward the notice and Application to the A/E and they will promptly make such inspection assisted by the Inspector and, when the A/E, based on the recommendation of the Inspector finds the Work acceptable under the Contract Documents and the Contract fully performed, the Inspector and the A/E will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Inspector's and A/E's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 12.9.3 as precedent to the Contractor's being entitled to final payment have been fulfilled.

Any remaining retained percentage or final payment shall not become due until the Contractor submits to the A/E through the Inspector:

1. an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, (less amounts withheld by Owner), have been paid or otherwise satisfied,
2. consent of Surety to final payment,
3. release from the State Insurance Fund of Puerto Rico
4. evidence of payment of Municipal construction taxes, if applicable, and,

5. if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
6. Use Permit, if applicable.
7. Any other document that the Owner deems necessary.

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Inspector and A/E so confirms, the Owner shall, upon application by the Contractor and certification by the Inspector and A/E, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retained stipulated in the Contract Documents, and if bonds have been furnished, the written consent of Surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the A/E through the Inspector prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled.
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.
4. those detailed in the Puerto Rico Civil Code.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

The Contract shall be considered complete in its construction phase, but not for Audit, when all work covered by the same shall have been completely performed on the part of the Contractor, and all parts of said work have been approved by the Inspector, the final inspection made, the final liquidation examined and approved by the Owner's Representative and the Executive Director, and the final payment made and accepted by the Contractor. The date of final payment shall be the date of final completion and settlement and the Contractor will then be release from further obligation except upon proof of error or as set forth in the performance and payment bonds.

M. CLAIMS AND DISPUTES

1. DEFINITION

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, and 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 initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

2. TIME LIMITS ON CLAIMS

Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the A/E and the other party.

3. CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Any unresolved Claim at the time of Close-out, will be resolved in the Superior Court that has jurisdiction over the Municipality of Toa Baja and/or the Department of Natural and Environmental Resources.

4. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions.

The A/E and Inspector will promptly investigate such conditions and, if they differ substantially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, they will recommend an equitable adjustment in the Contract Sum, Contract Time, or both.

If the A/E and Inspector determine that the conditions at the site are not substantially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the A/E and Inspector shall so notify the Owner and Contractor in writing, stating the reasons.

Claims by either party in opposition to such determination must be made within ten (10) days after the A/E and Inspector have given notice of the decision. If the conditions encountered are substantially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the A/E and Inspector for initial determination, subject to further proceedings.

5. CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as

provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the A/E, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the A/E, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Article.

6. CLAIMS FOR ADDITIONAL TIME

If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

7. INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

8. CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to the Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination. Nothing contained herein shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

N. MISCELLANEOUS PROVISIONS

1. GOVERNING LAW

The Contract shall be governed by the laws of the Commonwealth of Puerto Rico and the United States of America.

2. SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, delegates and legal representatives to the other party hereto and to partners, successors, delegates and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an office of the corporation for which it was intended or if delivered at or sent by fax or sent by e-mail to a specified e-mail account in the Contract Documents, registered or certified mail to the last business address known to the party giving notice.

4. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Inspector, A/E or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

5. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, they shall be responsible for such loss unless they promptly give such information to the Owner.

6. TESTS AND INSPECTIONS

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and

shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Inspector and A/E timely notice of when and where tests and inspections are to be made so that the Inspector and A/E may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

If the Inspector, A/E, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included above, the Inspector, A/E will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Inspector, A/E of when and where tests and inspections are to be made so that the Inspector, A/E may be present for such procedures. Such costs, except as provided in the following Subparagraph shall be at the Owner's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Inspector's and A/E's services and expenses shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and promptly delivered to the Inspector and A/E.

If the Inspector and A/E are to observe tests, inspections or approvals required by the Contract Documents, the Inspector and A/E will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

O. COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between the Owner and Contractor:

1. Before Substantial Completion - As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. Between Substantial Completion and Final Certificate for Payment - As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment;
3. After Final Certificate for Payment - As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided, the date of any correction of the Work or failure to correct the Work by the Contractor as provided, or the date of actual commission of any

other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

P. ADDITIONAL LABOR STANDARDS

- 17.1.1. The term “labor standards” means the requirements of: The Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Act, prevailing wage provisions of the Davis-Bacon and “related Acts”; and Regulations, 29 CFR 1, 3, and 5, as well as those expressed in the Special Conditions. Regarding these labor standards, the Contractor, sub-contractors, and sub-subcontractors:
- i. Comply with all requirements of labor standards and follow the requirements of the Davis-Bacon Act and related Acts (DBRA) Housing Policy.
 - ii. Ensure that no contracts or subcontracts are granted to federally excluded contractors.
 - iii. Attend non-mandatory pre-bid / pre-construction meetings and construction meetings.
 - iv. Participate in training and proactively request technical assistance before and during construction.
 - v. Enforce DBRA requirements for the duration of the DBRA-covered project.
 - vi. Keep detailed information about the use of apprentices and/or assistants.

End of Supplementary Conditions.

WAGE DETERMINATION

"General Decision Number: PR20230001 01/06/2023

Superseded General Decision Number: PR20220001

State: Puerto Rico

Construction Type: Building

Counties: Puerto Rico Statewide.

BUILDING CONSTRUCTION (does not include single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

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wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUPR1993-001 10/29/1993

	Rates	Fringes
BRICKLAYER.....	\$ 7.25 **	.42
CARPENTER.....	\$ 7.25 **	.34
CEMENT MASON/CONCRETE FINISHER....	\$ 7.25 **	.31
ELECTRICIAN (Including HVAC control wiring).....	\$ 7.25 **	
IRONWORKER.....	\$ 7.25 **	
Laborer, Unskilled.....	\$ 7.25 **	
PAINTER.....	\$ 7.25 **	
PIPEFITTER.....	\$ 7.25 **	
PLUMBER (Including HVAC work)....	\$ 7.25 **	.31
Power equipment operators:		
Cranes.....	\$ 7.25 **	
Diggers.....	\$ 7.25 **	
Loaders.....	\$ 7.25 **	.26
Traxcavator.....	\$ 7.25 **	
Sheet metal worker (Including HVAC duct work).....	\$ 7.25 **	.31
TRUCK DRIVER.....	\$ 7.25 **	.30

Wage Determination

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20). Please see
the Note at the top of the wage determination for more
information.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

RECORD OF ENVIRONMENTAL CONSIDERATIONS (REC)

Refer to attached document.

Department of Natural and Environmental Resources
Project: Repairs of the Balneario de Punta Salinas

MODEL CONTRACT

Refer to attached document.

End of Document.