



ESTADO LIBRE ASOCIADO DE  
**P U E R T O   R I C O**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

#7829

SECRETARIA SENADO DE P.R.

RECIBIDO 00 SEP 15 PM 3:22

5 de octubre de 2015

Lcda. Tania Barbarossa Ortiz  
Secretaria  
Senado de Puerto Rico  
P.O. Box 9023431  
San Juan, PR 00902-3431

**CONTRATO NÚM. 2015-000209**

Estimada licenciada Barbarossa:

Reciba un cordial saludo de parte de esta servidora y todos los que laboran en la Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (en adelante, "AFI").

Acusamos recibo de su comunicación fechada 25 de septiembre de 2015, mediante la cual solicita copia del contrato de referencia suscrito entre Omega Engineering, LLC (en adelante, el "Contratista") y AFI con todos sus anejos, entre otros.

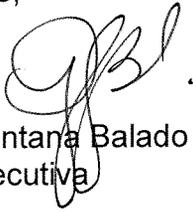
En cumplimiento a su petición, adjunto disco compacto con copia digital de los siguientes documentos:

1. Contrato Núm. 2015-000209, suscrito entre el Contratista y AFI el 18 de noviembre de 2014;
2. Declaración Jurada conforme a la Ley 458-2000, véase *Exhibit "F-1"* del contrato;
3. Comunicación remitida al Contratista el 7 de septiembre de 2015;
4. Referido al Secretario de Justicia con fecha 7 de septiembre de 2015; y
5. Comunicación responsiva del Contratista fechada 14 de septiembre de 2014, mediante la cual certificó bajo juramento la información solicitada por AFI

Con los documentos provistos cumplimos con la petición presentada por la Senadora María de Lourdes Santiago Negrón, aprobada por el Senado de Puerto Rico el 24 de septiembre del año en curso.

De necesitar información adicional no vacile en comunicarse con la que suscribe, a su entera conveniencia.

Cordialmente,



Grace M. Santana Balado  
Directora Ejecutiva

Anejo



Estado Libre Asociado de Puerto Rico  
Commonwealth of Puerto Rico  
**OFICINA DEL CONTRALOR**  
Office of the Comptroller San Juan, Puerto Rico  
San Juan, Puerto Rico

30902015-  
000209103057

**CERTIFICACION**  
CERTIFICATION  
SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO  
REGARDING THE EXECUTION OF CONTRACTS, DEEDS AND OTHER RELATED DOCUMENT

[1] Código de Entidad: 3090  
Entity Code

[2] Número de Contrato: 2015-000209  
Contract Number

[3] Renovación Automática: No es Renovación Automática  
Automatic Renewal

[4] Fecha de Otorgamiento (dd/mm/aa): 18/11/14  
Date of execution (dd/mm/yy)

[5] Fecha de Renovación (dd/mm/aa): No es Renovación Automática  
Date of Renewal (dd/mm/yy)

[6] Cuantía Total: \$11,273,841.60  
Total amount

[7] Cuentas: 250-9160-4  
Accounts

[8] Código del Tipo de Contrato: 91 - ÁREAS RECREATIVAS  
Contract Type Code

[9] Es un contrato de privatización? (Ley 136): NO  
Is a privatization contract? (Act 136)

[10] Exento: 0 No Exento  
Exempt

[11] Orden (Aprobación o dispensa de algún organismo del Gobierno):  
Authorization or waiver from another government entity

[12] Vigencia desde (dd/mm/aa): 18/11/14 hasta (dd/mm/aa): 07/12/16  
Effective date from (dd/mm/yy) to (dd/mm/yy)

[13] Vigencia de la Renovación desde (dd/mm/aa): No es Renovación Automática hasta (dd/mm/aa): No es Renovación Automática  
Renewal effective date from (dd/mm/yy) to (dd/mm/yy)

[14] Seguro Social Personal o Patronal: 660-45-5637  
Social Security Number

[15] Contratista(s): OMEGA ENGINEERING, LLC.  
Contractor

[16] Representante(s) de la(s) Entidad(es) Gubernamental(es): CÉSAR R. PÉREZ RODRIGUEZ  
Government Representative(s)

La presente certificación es en cumplimiento con Carta Circular promulgada por el Contralor de Puerto Rico. Esta no debe ser remitida a la Oficina del Contralor y debe archivar en el expediente del Contrato.

This certification is in compliance with the instructions issued by the Comptroller of Puerto Rico. This document should not be remitted to the Office of the Comptroller, and must be filed with the contract.

El suscribiente certifica haber otorgado hoy el contrato descrito en este documento y está de acuerdo con la información provista.  
The undersigned, certifies that the contract described in this document was executed on this date and agrees with the above information.

[17] En (ciudad): SAN JUAN  
In (city)

,Puerto Rico, hoy (dd/mm/aa) 18/11/14  
,Puerto Rico, today (dd/mm/yy)

[18] Firma Funcionario Gubernamental:  
Signature of the Government Officer:

Firma (Signature)

CÉSAR R. PÉREZ RODRIGUEZ  
Letra de molde (print)

Esta Certificación no constituye evidencia de que este contrato fue remitido a la Oficina del Contralor de Puerto Rico. Para asegurarse de que el contrato fue remitido a nuestra oficina deberá solicitar Imprimir el Registro de Envío de Contratos, Escrituras y Documentos Relacionados, el cual contiene la fecha y número de envío. Para conseguir este documento, deberá seleccionar en el menú consultas y luego búsqueda por envío.



**Redacción y Aprobación División Legal**

<b>NÚMERO DE SOLICITUD</b>	SC-2015-IN-068	<b>NÚMERO DE CONTRATO</b>	2015-000209	<b>FECHA DE VENCIMIENTO</b>	NUEVO
<b>CONTRATISTA</b>	Omega Engineering, LLC				
<b>TIPO DE SERVICIO</b>	Construcción				
<b>PROYECTO</b>	Paseo Puerta de Tierra, Fases III y IV en el Municipio de San Juan				
<b>CUANTÍA DEL CONTRATO Y/O ENMIENDA</b>	\$ 11,273,841.60	<b>SOLICITADO POR</b>	Ingeniería		
		<b>COORDINADOR</b>	Ing. Samir El Hage		
<b>RAZÓN DE ENMIENDA</b>					
<b>Procesos</b>	<b>Nombre y/o Puesto</b>	<b>Realizado y/o Revisado</b>			
		<b>Iniciales</b>	<b>Fecha</b>		
<b>Redacción</b> (Revisión de documentos de solicitud, Revisión de contrato original, Preparación de documento según solicitud)	Sra. Mariela Del Valle Sr. Jorge Kanig Ayudante Sistemas de Oficina				
<b>Redacción y/o Revisión</b> (Para Contrato Nuevo: Legalidad del negocio, Capacidad, Cuantía, Requisitos de forma, Requisitos sustanciales) (Para Enmiendas – Revisión de contrato original y enmiendas, Si enmienda sugerida cumple con el estado de derecho, Cuantía, Capacidad de los otorgantes, Cláusulas requeridas y Vigencia del Contrato)	Lcdo. Efrén A. Rotger Sánchez Asesor Legal	<i>ER</i>	13-NOV-14		
<b>Revisión y Confirmación del Contrato, según solicitado</b>	Gerente o Coordinador de Proyectos	<i>DLG</i>	13-NOV-14		
<b>Revisión de Cláusulas de Seguros</b> (Verificación de Cláusulas de Seguro)	Sra. Gladys Torres Gerente de Seguros	<i>GT</i>	18/NOV/14		
<b>Revisión de Certificaciones y Documentos Necesarios</b> (Revisión de Certificaciones entregadas por el contratista y Aprobación de las mismas).	Srta. Madeline Rodríguez Ayudante Sistema de Oficina				
<b>Visto Bueno de Certificaciones y Documentos Necesarios</b> (Revisión de Certificaciones entregadas por el contratista y Aprobación de las mismas).	Sra. Gladys Torres Gerente de Seguros	<i>GT</i>	11/18/14		
<b>Revisado y Aprobado para la firma de la Directora Ejecutiva</b>	Directora de Servicios Legales Lcda. María del Pilar García Incera	<i>mpgi</i>	13.11.14		
<b>Firmado por Contratista</b>			12/NOV/14		
<b>Registro ante el Contralor</b>					

**COMENTARIOS:** *Falta entrega OCIP forms.*



**AGREEMENT FOR CONSTRUCTION  
BETWEEN  
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY  
AND  
OMEGA ENGINEERING, LLC  
FOR**

**"PASEO PUERTA DE TIERRA, FASES III Y IV  
EN EL MUNICIPIO DE SAN JUAN"**

**CONTRACT No. 2015-000209**

This **PRIFA-CONTRACTOR AGREEMENT** (this "Agreement") is made and entered into in San Juan, Puerto Rico as of the 18<sup>th</sup> day of November, 2014 by and between:

The **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY** ("PRIFA"), an instrumentality and public corporation of The Commonwealth of Puerto Rico ("Puerto Rico") created and existing under Public Law Number 44 of June 21, 1988, as amended (the "Enabling Act"), represented herein by Grace M. Santana Balado, Esq, its Executive Director, of legal age, married, an attorney, and a resident of San Juan, Puerto Rico; and

**OMEGA ENGINEERING, LLC**. (the "Contractor"), a corporate existing under the laws of The Commonwealth of Puerto Rico, and authorized to do business in Puerto Rico, represented herein by Víctor R. López Nuñez, its Vice-President of Operations, of legal age, married, contract, and a resident of San Juan, Puerto Rico, duly authorized by Corporate Resolution issued on October 21<sup>th</sup>, 2014.

In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms used herein which are not defined in this Agreement shall have the meanings assigned to them in the Contract Document entitled "Uniform General Conditions" (the "General Conditions"), which is attached hereto and made a part hereof.

**ARTICLE 1 – BACKGROUND**

**1.1 Preamble**

The parties acknowledge that the following facts form the background of this Agreement:

- 1.1.1 Pursuant to the Enabling Act, PRIFA provides assistance by undertaking and implementing certain projects and activities of the "Paseo Puerta de Tierra, en el Municipio de San Juan".
- 1.1.2 One such project is "**PASEO PUERTA DE TIERRA, FASES III Y IV**", Municipality of San Juan (the "Project").
- 1.1.3 Each of PRIFA and the Contractor desires to contract with the other for the purpose of undertaking a contract for the Work (as defined below), upon the terms and conditions of the Contract Documents.

## **ARTICLE 2 – CONTRACT**

### **2.1 Scope of Contract**

The Contractor shall furnish all labor, materials, supervision, tools and equipment required for the Project, as more fully described in the Attachment A – Scope of Work, the ("Work") in strict accordance with the provisions of the Contract Documents, all of which are hereby made a part hereof. On or before the expiration or termination of the Contract, as part of its obligations thereunder, the Contractor shall deliver to PRIFA a true and exact copy of all diagrams, plans, sketches, maps and other documents used in the performance of the Work and for which a third party copyright or patent right would not be an impediment to such delivery.

### **2.2 Contract Documents**

The Contract consists of each of the Contract Documents identified in Article 1.1.1.14 of the Uniform General Conditions.

### **2.3 Contract Attachments**

The Contract Attachments are identified in Article 9 – Attachments.

### **2.4 Permits and Approvals**

The Contractor shall timely perform all of its obligations mentioned in the General Conditions, including, without limitation, securing and maintaining all Permits and Approvals legally required or imposed in connection with the performance of the Contract and the proper execution and completion of the

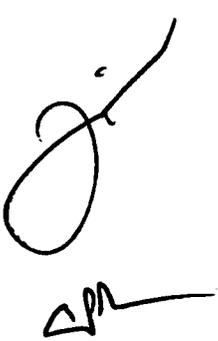
Work, including compliance with the disposal of solid waste, the General Permit Consolidated, the Erosion and Sediment Control Plan ("Plan CES"), the Storm Water Pollution Prevention Plan (SWPP), the Construction Permit and the DTOP Replacement Bond as stated in **Attachment C**.

**ARTICLE 3 – CONTRACT PRICE, WITHHOLDING,  
AND LIQUIDATED DAMAGES**

**3.1 Contract Price**

**3.1.1 Contract Price.** In accordance with the Contract Documents, PRIFA agrees to pay and the Contractor accepts, as full payment for the complete and proper performance of the Contract, the amount of **Eleven Million Two Hundred Seventy Three Thousand Eight Hundred Forty One Dollars and Sixty Cents (\$11,273,841.60)** (the "Contract Price"), subject to authorized increase or decrease by means of Change Orders in accordance with Subsection 3.1.3 of this Agreement and in the General Conditions.

**3.1.2 Submission of Applications for Payment.** Prior to the submission of the first Application for Payment, the Contractor and PRIFA's Representative shall agree upon a date (the "Invoice Submission Date"), which shall be on or before the 15th day of the month following that of which the Contractor shall submit an Application for Payment in accordance with the General Conditions.

 All Applications for Payments shall be subject to review and approval by PRIFA's Representative and the Contracting Officer in accordance with the General Conditions. Any determination by PRIFA's Representative whether or not to recommend the issuance of a Certificate of Payment, in whole or in part, with respect to any Application for Payment shall be made in accordance with the General Conditions.

PRIFA reserves the right to request from Contractor any document it deems necessary in order to process any Application for Payment, including the retainage.

**3.1.3** In accordance with the Contract Documents, the amount of retainage with respect to progress payments is ten percent (10%) of each partial payments made to the Contractor.

**3.1.4 Allowances.** The allowances included in the Contract price are:

**3.1.4.1.** Remediation Work at Eroded Area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation, July 22, 2014.

**3.1.4.2. Additional Pruning of existing trees and shrubs at the area within the construction limit and the project limit ("Zmt" limit).**

**3.1.4.3. Installation of Piles in excess of 40 feet.**

## **3.2 Withholding**

**3.2.1 Resident Individual or Entity Contractors.** Except as provided in Subsection 3.2.2 and 3.2.3 (in the case where the Contractor is a non-resident individual or a foreign corporation or partnership not engaged in a trade or business in Puerto Rico), PRIFA shall deduct and withhold at the source an amount equal to seven percent (7%) of the portion of any payments due to the Contractor under the Contract that relate to architectural, engineering design or consulting services rendered by the Contractor not including "construction of works", as defined in, and as required by, Section 1143 of the Puerto Rico Internal Revenue Code of 1994, as amended, (the "Puerto Rico Tax Code"), L.P.R.A. T.13, § 8543; provided, however, that such deduction and withholding obligation shall not apply to the first \$1,500.00 of payments due to the Contractor during each calendar year; and provided, further, that if the Contractor is an individual and submits to PRIFA, on the date of execution of the Contract by the Contractor and on each anniversary thereof, a letter issued in the name of the Contractor by the Puerto Rico Treasury Department and dated not more than sixty (60) days prior to such date or anniversary, as the case may be, stating that the Contractor is current in the payment of all taxes to the Puerto Rico Treasury Department, the amount to be deducted and withheld pursuant to this paragraph shall be reduced to five percent (5%).



All Applications for Payment submitted by the Contractor shall specify the portion of the Work described therein that relates to architectural, engineering design or consulting services. If any Application for Payment fails to so specify, PRIFA shall have the right to assume, for purposes of the preceding paragraph, that up to five (5%) of the Work described therein relates to architectural, engineering design or consulting services.

Notwithstanding the foregoing, the Contractor shall be exempted from the deduction and withholding requirement set forth in the first paragraph of this Subsection 3.2.1 (and PRIFA shall not deduct and withhold any amount pursuant thereto) (a) if, in the event the Contractor is a corporation or partnership, the Contractor submits to PRIFA, on the date of execution of the Contract by the Contractor and on each anniversary thereof, a letter issued in the name of the Contractor by the Puerto Rico Treasury Department and dated not more than sixty (60) days prior to such date or anniversary, as the case may be, stating that the Contractor is current in the payment of all taxes to the Puerto Rico Treasury Department, and (b) if

the Contractor is an individual, with respect to payments due to the Contractor under the Contract during the first three (3) years of the Contractor's commencement of activity of rendering services; provided that, solely in the case of the preceding clause (b), the Contractor shall have certified in writing under the penalties of perjury (i) the date on which it commenced the activity of rendering services and (ii) that the Contractor has not previously taken advantage of the exemption described in the preceding clause (b).

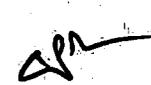
**3.2.2 Non-resident Individual Contractors.** In the event the Contractor is a non-resident individual not engaged in a trade or business in Puerto Rico, PRIFA shall deduct and withhold at the source an amount equal to a percentage of the payments due to the Contractor under the Contract that is equal to (a) twenty percent (20%), if the Contractor is a citizen of the United States, and (b) twenty-nine (29%), if the Contractor is an alien, as required by Section 1147 of the Puerto Rico Tax Code, L.P.R.A. T.13, § 8547.

**3.2.3 Non-resident Entity Contractors.** In the event the Contractor is a foreign corporation or partnership not engaged in a trade or business in Puerto Rico, PRIFA shall deduct and withhold at the source an amount equal to twenty-nine (29%) of any payments due to the Contractor under the Contract, as required by Section 1150 of the Puerto Rico Tax Code, L.P.R.A. T.13, § 8550.



**3.3 Liquidated Damages**

**3.3.1 Measure of Damages.** In the event that Substantial Completion is not achieved on or prior to the Scheduled Substantial Completion Date (as such date may be adjusted by means of a Change Order in accordance with the Contract Documents), whether or not the Contract is terminated pursuant to the General Conditions, the Contractor acknowledges that (a) PRIFA will suffer losses and damages on account of such delay, and (b) the amount of such losses or damages would be difficult, if not impossible, to ascertain and prove. The liquidated damage amount specified below shall be considered not as a penalty, but as fixed and agreed liquidated damages due to PRIFA from the Contractor by reason of interference with business, increased engineering, inspection and administrative costs to PRIFA and other items which would result in an expenditure of public funds due to the delay in achieving Substantial Completion on or prior to the Scheduled Substantial Completion Date. PRIFA and the Contractor, having considered the nature and types of losses or damages that would be suffered by PRIFA, hereby agree for purposes of the Contract that, instead of requiring proof of actual damages, the amount of such damages



is fairly and reasonably established as the liquidated amount **Four Thousand Dollars (\$4,000.00)** per day for each and every day of delay:

**3.3.1.1** In achieving Substantial Completion on or prior to the Scheduled Substantial Completion Date (as adjusted in accordance with the Contract Documents); or

**3.3.1.2** In the event of termination of the Contract pursuant to the General Conditions and PRIFA's replacement of the Contractor with another contractor to complete the Work, in achieving Substantial Completion measured from the Scheduled Substantial Completion Date.

The damages described in Clauses .1 and .2 above are referred to herein as "Liquidated Damages".

**3.3.2 Recovery of Damages.** The Contractor agrees to pay to PRIFA, upon demand, the full amount of the Liquidated Damages due under Subsection 3.3.1 and authorizes PRIFA to deduct the amount of such Liquidated Damages due from retainage or any other amounts otherwise due the Contractor under the Contract. Nothing contained in this Section 3.3 shall be interpreted to limit the damages otherwise recoverable by PRIFA or any other remedies of PRIFA under the Contract Documents, at law or in equity. The amount of Liquidated Damages payable to PRIFA pursuant to this Subsection 3.3.1 shall not be subject to reduction, adjustment or offset for any reason (including, without limitation, that the circumstances giving rise to such Liquidated Damages were caused by any action or inaction of PRIFA other than any action or inaction constituting willful misconduct or gross negligence on the part of PRIFA).

**3.4 Collection Remedies**

All amounts due to PRIFA from the Contractor pursuant to Section 3.3 or any other provisions of the Contract ("Owed Amounts") shall be due and payable on the tenth (10<sup>th</sup>) day after demand therefore, and, if not paid when due, shall bear interest from such due date at the Repayment Rate on the amount outstanding. PRIFA shall be entitled, at any time, to recover any Owed Amount (plus interest) from the Contractor by reducing any payments due to the Contractor from PRIFA by all or any portion of such Owed Amount (plus interest) and crediting the amount of such reduction (excluding interest for such purpose) against the Owed Amount. If any such offset is made, PRIFA shall so notify the Contractor. PRIFA's rights under this Section 3.4 are in addition to its right to receive direct payment of Owed Amounts (plus interest) from the Contractor.

## ARTICLE 4 – CONTRACT TIME

### 4.1 Contract Time

The Contract Time will be effective and enforceable against the parties for a period of no more than **Seven Hundred Fifty (750) calendar days (750) calendar days** from the date of signing. This time period includes all administrative tasks, the project start up, construction Period and final payment.

The Construction Period for this Agreement, on the other hand, as offered by the Contractor and accepted by PRIFA, is for the total of **Five Hundred Seventy (570) calendar days** from the issuance of the Notice to Proceed by PRIFA, or, if earlier, until the date on which the Contractor accepts Final Payment (the Contract Time), which time is included in the Contract Period. The construction Period will commence upon receipt and/or as specified on the Notice to Proceed from the PRIFA to Contractor. The Contract Period may be adjusted in accordance with, and subject to the terms of the Contract Documents.

### 4.2 Mobilization Plan



The Contractor shall complete the **Mobilization Plan** no later than **Fourteen (14) days** from the issuance of the Notice to Proceed by PRIFA as established in the Contract Documents; this term is included in the Contract Time. If the Contractor does not comply with these terms PRIFA will apply a penalty of \$500.00 dollars per each day of delay without further notice.

### 4.3 Lead and Asbestos Abatement



The Contractor shall begin the **Lead and Asbestos Abatement** no later than **Twenty One (21) days** from the issuance of the Notice to Proceed by PRIFA as established in the Contract Documents; this term is included in the Contract Time. If the Contractor does not comply with these terms PRIFA will apply a penalty of \$500.00 dollars per each day of delay without further notice.

### 4.4 Substantial and Final Completion Dates

The Contractor shall commence the Work promptly upon receipt of the Notice to Proceed issued by PRIFA in accordance with the Contract Documents. The Contractor shall thereafter proceed to carry out the Work diligently in accordance with the schedule requirements set forth in the Contract Documents so as to ensure Substantial or Performance Period Completion of the Work not later than the date that is **Five Hundred Ten (510) calendar days** after the date of issuance of the Notice to Proceed (the "Scheduled Substantial Completion Date").

The Scheduled Substantial Completion Date shall be subject to adjustment by means of a Change Order in accordance with the Contract Documents. Final Completion of the Work shall be achieved not later than **Sixty (60) calendar**

days following the date of achievement of Substantial Completion. The Contractor must correct the deficiencies identified in the Punch List within a period of **Sixty (60) calendar days** from the Substantial Completion Date, otherwise, PRIFA will apply a penalty of \$800.00 dollars per each day of delay without further notice.

The Administrative Closing shall be achieved within **One Hundred Eighty (180) calendar days** from the date of Final Completion. Administrative Closing of the Project is part of the contract term and included in the same period of **Seven Hundred Fifty (750) calendar days**.

Time is of the essence with respect to all of the obligations of the Contractor under the Contract. The failure to complete the work within the time established by this "Scheduled Substantial Completion Date" will subject the Contractor to liquidated damages as set forth in Section 3.3 above.

## **ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **5.1 Organization and Authority of Contractor**

The Contractor represents and warrants to PRIFA that:

- 
- 
- 5.1.1** The Contractor is a Corporation duly formed, validly existing and in good standing under the laws of The Commonwealth of Puerto Rico of the state of its formation.
  - 5.1.2** The Contractor is duly registered before the Puerto Rico Department of State under identification no. 1680 and duly authorized to do business in Puerto Rico.
  - 5.1.3** The Contractor has full power, authority and capacity to (a) carry on its business, profession or craft, (b) execute, deliver and perform its obligations under the Contract and (c) perform the Work in full.
  - 5.1.4** The Contractor has taken all necessary corporate or other action to authorize its execution, delivery and performance of its obligations under the Contract.
  - 5.1.5** The Contract has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.

**5.1.6** The Contractor's execution, delivery and performance of its obligations under the Contract does not and will not (a) conflict with, result in a breach of, or constitute a default under, any agreement or other instrument to which the Contractor is a party, or (b) violate any federal, state or local law of The Commonwealth of Puerto Rico, regulation, ordinance, judgment, decree or order to or by which the Contractor or any of its assets may be bound or affected (collectively, "Laws of The Commonwealth of Puerto Rico and Orders").

**5.1.7** The Contractor and its employees and agents (a) have complied with all Laws of The Commonwealth of Puerto Rico and Orders that relate to or could affect the Contractor's ability to perform the Work, (b) possess all necessary Permits and Approvals necessary to perform the Work, which Permits and Approvals are in full force and effect, and (c) are not aware of any legal, professional or ethical impediment of any kind to performing the Work.

**5.2 Contract Documents, Site and Work**

The Contractor further represents and warrants to PRIFA that:



**5.2.1** The Contractor has examined and carefully studied the Contract Documents.

**5.2.2** The Contractor has visited the Site and is familiar with, and is satisfied as to, the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.



**5.2.3** The Contractor is familiar with, and is satisfied as to, all Laws of The Commonwealth of Puerto Rico and Orders that may affect costs, progress, performance or furnishing of the Work.

**5.2.4** The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been made available by PRIFA.

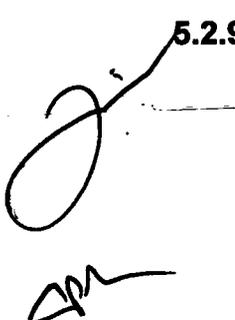
**5.2.5** The Contractor is aware of the general nature of work to be performed by PRIFA and others at the Site that relates to the Work as indicated in the Contract Documents.

**5.2.6** The Contractor has correlated (a) all information known to the Contractor, (b) all information and observations obtained from visits to the Site, (c) all reports and drawings identified in the Contract Documents, and (d) all

additional examinations, investigations, explorations, tests, studies and data, with the Contract Documents.

**5.2.7** (a) The Contractor has given PRIFA written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents, (b) the written resolution thereof by PRIFA is acceptable to the Contractor, and (c) the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

**5.2.8** The Contractor accepts the trust and confidence established between the Contractor and PRIFA by this Agreement, and agrees to furnish reasonable skill and judgment and to cooperate with each other. The Contractor shall furnish procurement, construction, construction administration and management services, and shall use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of PRIFA. PRIFA and the Contractor shall endeavor to promote harmony and cooperation between PRIFA and the Contractor and other persons or entities employed by PRIFA for the Project or the Contractor for the Work.

 **5.2.9** In the event that Contractor's performance of the Work is delayed, for any reason and for any period of time, whether such delays are caused by acts or omissions of Owner, Contractor may request an extension of time for performance of the Work, but shall not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract entitle Contractor to compensation for such delays.

**5.2.10** Contractor shall build into the Progress Schedule sufficient time for anticipated delays. The Contractor agrees that the Contract Price includes any and all home office overhead expense that the Contractor may incur during the Contract duration, whatever the cause of that delay may be. The contractor waives any claim for the office overhead expenses, arising out of or relating to this Contract.

**5.2.11** Time-related field office overhead expenses incurred on-site in support of the Work will be compensated in accordance of Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract.

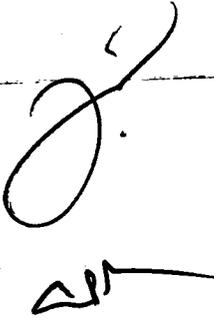
### **5.3 Tax Matters**

**5.3.1 Certifications.** Prior to the execution of the Contract by the Contractor, in accordance with Puerto Rico Treasury Department Tax Circular Letter No.

1300-21-06 dated February 28, 2006, each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico shall have submitted to PRIFA:

**5.3.1.1** A Certification of Filing of Income Tax Returns (Form SC-6088), a Certificate of Compliance with Filing of Return and Tax Debt for Government Contractors (Form SC-2628) or, in the event the Contractor is an individual, a Certification of Individuals of Filing of Returns, issued by the Puerto Rico Treasury Department, Area of Internal Revenue or Division of Tax Assistance (as applicable), certifying that the Contractor or such partner, as the case may be, has filed all required income tax returns during the five (5) years prior to the date of the Contract (to obtain such Certification, the Contractor or such partner, as the case may be, must submit a Request for Filing Certification and Copy of Return (Form 330-05) to the Puerto Rico Treasury Department);

**5.3.1.2** A Certification of Debt (Form SC-6096) issued by the Puerto Rico Treasury Department, Area of Internal Revenue, unless a Certificate of Compliance with Filing of Return and Tax Debt for Government Contractors (Form SC-2628) was submitted by the Contractor or such partner, as the case may be, to PRIFA in accordance with the preceding paragraph;

**5.3.1.3** A Certification, issued by the Municipal Income Collection Center (the "CRIM"), certifying that the Contractor or such partner, as the case may be, does not owe any real or personal property tax to the CRIM (to obtain such Certification, the Contractor or such partner must use the appropriate form issued by the CRIM); and

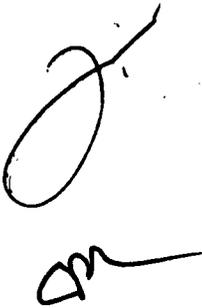
**5.3.1.4** A Certification, issued by the Puerto Rico Labor and Human Resources Department, certifying that the Contractor or such partner, as the case may be, has paid to the Puerto Rico Labor and Human Resources Department all required unemployment security, temporary disability, and chauffeurs social security taxes, or has entered into a payment plan to pay any such taxes which may be delinquent (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan (to obtain such Certification, the Contractor or such partner must use the appropriate form issued by the Puerto Rico Labor and Human Resources Department).

If the Contractor or any such partner was not required to file any income tax returns during all or part of the five (5) year period referred to above for any of the reasons provided by the Puerto Rico Tax Code, the Contractor

or such partner, as the case may be, shall have presented, prior to the execution of the Contract by the Contractor, a sworn statement, subject to the penalty of perjury (as defined in the Puerto Rico Penal Code of 1974), reciting the reason for which the Contractor or such partner was not required to file income tax returns.

If any of the above certifications shows a tax debt, and the Contractor or such partner, as the case may be, has filed a petition to review or adjust such debt, the Contractor or such partner shall have so certified upon execution of the Contract by the Contractor. If the review or adjustment is denied by the corresponding agency, the Contractor or such partner shall immediately provide PRIFA evidence of the payment of such debt, and shall submit to PRIFA a certification to that effect from the Puerto Rico Treasury Department, Department of Labor and Human Resources or CRIM, as the case may be; otherwise, the Contractor or such partner agrees to pay such debt from the amounts to be paid under the Contract, by PRIFA withholding the corresponding amount.

**5.3.2 Representations and Warranties.** Each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico represents and warrants to PRIFA, as of the date of execution of the Contract by the Contractor, that each of them:



**5.3.2.1** Has filed all required income tax returns with the Puerto Rico Treasury Department during the five (5) years prior to the date of the Contract and does not owe any income taxes to Puerto Rico, or has entered into a payment plan to pay any delinquent income taxes (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan; and

**5.3.2.2** Has paid any required property taxes, unemployment security, temporary disability and chauffeurs social security taxes, and any other "tax debt" as defined in the aforementioned Puerto Rico Treasury Department Tax Circular Letter No. 1300-21-06, or has entered into a payment plan to pay any such tax debt which may be delinquent (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan.

Each submittal of an Application for Payment shall constitute a reaffirmation of the representations and warranties contained in this Subsection 5.3.2 as of the date of such Application for Payment.

### **5.3.3 Covenants.**

On an annual basis on each anniversary of the date of execution of the Contract by the Contractor, the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico shall (a) submit to PRIFA the certifications or other documentation required under Subsection 5.3.1, and (b) expressly confirm the representations and warranties contained in Subsection 5.3.2.

The Contractor and each such partner hereby covenants that, during the term of the Contract, none of them shall (a) become delinquent in the payment of any taxes to Puerto Rico, its subdivisions or municipalities, or (b) fail to fully comply with the terms of any payment plan with respect to delinquent taxes to which it may be subject.

In the event the Contractor or any such partner has filed all income tax returns but owes any taxes, the Contractor agrees to pay such taxes from the amounts to be paid under the Contract, by PRIFA withholding the corresponding amount. The Contractor shall require each Subcontractor to agree to in writing, and make and perform the representations, warranties and covenants contained in this Section 5.3. The Contractor shall furnish promptly such written agreements to PRIFA.

Each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico expressly agrees and acknowledges that (a) the representations, warranties and covenants contained in this Section 5.3 are essential conditions to the Contract, and (b) if PRIFA determines that any of such representations, warranties or covenants are not true and correct or performed, in whole or in part, PRIFA shall have sufficient cause to rescind, cancel or terminate the Contract. If such rescission, cancellation or termination occurs, the Contractor shall reimburse to PRIFA all payments received by the Contractor under the Contract.

### **5.4 Warranty on Materials, Parts and Equipment**

Without limitation to the warranties set forth in the General Conditions, the Contractor warrants that all materials, parts and equipment used and services performed under the Contract (a) comply in all respects with the terms and conditions of the Contract, (b) are free from any and all latent and patent defects in design, materials and workmanship, and (c) are suitable and adequate for the purposes for which they were designed and for such other purposes, if any, as are specified in the Contract.

The warranty period will begin on the date on which PRIFA accepts the service and/or installation of the material, part or equipment and will continue

for a period of one (1) year following Substantial Completion (the "Minimum Warranty Period") or for such longer period as the manufacturer or supplier of such material, part or equipment may provide in a separate warranty or as otherwise provided by law The Commonwealth of Puerto Rico. The Contractor shall, upon written notice from PRIFA during the applicable warranty period, fully remedy, free of any cost or expense to PRIFA, such defects or deficiencies as may exist with respect to any material, part, or equipment used or any service performed under the Contract, whether or not such remedy is commenced or completed prior to the expiration of the applicable warranty period; provided that, in the case of a material, part or equipment, such material, part or equipment has been properly stored, maintained, and operated by PRIFA within the specified requirements for such material, part or equipment. Without limiting the generality of the foregoing, the Contractor shall, at its own cost and expense, repair or replace, transport-in from the Contractor's facilities to the Site, and transport-out from the Site to the Contractor's facilities any and all materials, parts, and/or equipment necessary to fully remedy all defects or deficiencies subject to the foregoing warranties or otherwise to enable the Contractor to fully comply with its obligations under this Section 5.4. The Performance Bond shall serve as a guarantee for the Contractor's obligations under this Section 5.4 during the Minimum Warranty Period, and shall cover any failure, in whole or in part, by the Contractor to properly perform any of such obligations. With respect to any material, part or equipment procured by the Contractor from the manufacturer thereof or supplier, the Contractor shall obtain from such manufacturer or supplier, and, upon acceptance of such material, part or equipment by PRIFA, legally tender or assign to PRIFA in full, a written warranty from such manufacturer or supplier with respect to such material, part or equipment at least as broad in scope and duration as the warranties contained in this Section 5.4.

## 5.5 Conflicts of Interest

The Contractor represents and warrants that it does not receive any payment or benefit of any kind for services rendered regularly in connection with an appointment of the Contractor to a governmental agency, body, public corporation or municipality of Puerto Rico.

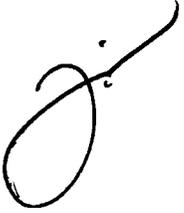
The Contractor also represents and warrants that it may have entered into contracts with other governmental agencies or bodies, but that such circumstances do not constitute a conflict of interest for the Contractor.

The Contractor agrees and acknowledges it has a duty of complete loyalty to PRIFA in rendering services under the Contract, which duty includes not having any interests adverse to PRIFA. Adverse interests include representation of clients with interests in opposition to those of PRIFA. Also,

the Contractor shall have the continuous obligation to disclose to PRIFA all information and circumstances regarding the Contractor's relations with clients and third parties and any interest which could influence PRIFA in exercising its rights or in enforcing the Contractor's obligations under the Contract during or after the term of the Contract.

The Contractor agrees and acknowledges that it has a conflict of interest when (i) it is required to argue on behalf of a client a position which it has a duty to oppose in order to comply with its obligations to a prior, present or potential client other than PRIFA, or (ii) its conduct is described as such in the canons of ethics applicable to the Contractor and its personnel, or in the laws of The Commonwealth of Puerto Rico, regulations or ordinances of Puerto Rico.

If, in the event the Contractor is a partnership, corporation or other entity, any of the partners, directors or employees of the Contractor engages in any conduct described in this Section 5.5, such conduct shall constitute a violation of the restrictions set forth herein.



The Contractor shall avoid even the appearance of a conflict of interest. The Contractor acknowledges that the Executive Director of PRIFA shall have the power to intervene in the acts of the Contractor or any Subcontractor or Sub-subcontractor and/or their respective agents and employees for the purpose of enforcing the restrictions set forth in this Section 5.5. In the event that the Executive Director of PRIFA should discover the existence of adverse interests with respect to the Contractor, the Executive Director shall inform the Contractor, in writing, of PRIFA's intention to terminate the Contract within a period of thirty (30) days. During such period, the Contractor may request a meeting with the Executive Director to present its arguments regarding the alleged conflict of interest, which meeting shall be granted by PRIFA in every case. In the event that the Contractor does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily resolved during the meeting, the Contract shall be terminated by PRIFA.

## **5.6 Child Support**

In the event the Contractor is an individual resident of Puerto Rico or a sole proprietor or partnership, the Contractor or each partner of the Contractor who is a resident of Puerto Rico, represents and warrants that the Contractor or such partner, as the case may be, has made all required child support payments and does not owe any child support, or has entered into a payment plan to pay any delinquent child support and is in full compliance with the terms of such payment plan. If the Contractor is a Corporation that has received one or more court orders requiring the Corporation to retain child

support from its employee's salary, it certifies that it has made such retentions.

## ARTICLE 6 – CONDITIONS PRECEDENT

### 6.1 Conditions Precedent

PRIFA shall have no obligation to issue the Notice to Proceed until each of the conditions precedent set forth in Subsections 6.1.1 through 6.1.5 below has been satisfied or waived by PRIFA in its sole discretion.

**6.1.1 Insurance.** All insurance required to be carried by or on behalf of the Contractor pursuant to the Contract shall be in full force and effect, in accordance with the provisions of the General Conditions, and originals or certified copies of all required insurance certificates or policies shall have been provided to PRIFA in accordance with the provisions set forth in the General Conditions.

**6.1.2 Bonds.** PRIFA shall have received duly authorized and executed originals of the Performance Bond and the Payment Bond, in the forms attached hereto, respectively, as **Attachment D** to this Agreement, in accordance with the General Conditions.

**6.1.3 Representations and Warranties.** The representations and warranties of the Contractor set forth in the Contract Documents, including, without limitation, those set forth in Article 5 of this Agreement, shall be true and correct in all material respects as of the date hereof and as of the date of issuance of the Notice to Proceed.

**6.1.4 No Litigation.** There shall be no pending or threatened action, suit, investigation or proceeding (or basis therefore), at law of The Commonwealth of Puerto Rico or in equity, before or by any arbitration panel, court or governmental agency or body that (a) challenges, or might challenge, directly or indirectly, the selection of the Contractor to perform the Contract or the authorization, execution, delivery, validity or enforceability of the Contract, or (b) materially adversely affects the Contractor's ability to perform the Contract.

**6.1.5 Tax Certifications.** The Contractor shall have complied with the requirements of Subsection 5.3.1.

## ARTICLE 7 – MISCELLANEOUS

### 7.1 Entire Agreement

The Contract constitutes the entire integrated agreement of and between the parties, and any and all prior or contemporaneous promises, representations,

agreements or understandings, whether oral or written, between or of the parties are expressly merged into the Contract, and superseded hereby.

## **7.2 Severability**

If any provision of the Contract is declared or determined to be invalid or unenforceable by a court of competent jurisdiction, such declaration or determination shall not affect or impair the validity or enforceability of the remaining provisions of the Contract, and the parties hereto agree to comply with such remaining provisions.

## **7.3 Notices**

All notices and communications to PRIFA, PRIFA's Representative and the Contractor, including, without limitation, all orders, consents and approvals, shall be in writing, shall be deemed to have been received if delivered personally, or sent by registered or certified United States mail, return receipt requested, or by private express courier or mail service providing evidence of receipt, to the addresses set forth below or to such other address as the addressee shall have indicated by prior written notice to the person or entity giving notice:

If to PRIFA:

**Puerto Rico Infrastructure Financing Authority**  
PO Box 41207  
Minillas Station  
San Juan, PR 00940  
Attn: Grace M. Santana Balado, Esq.  
Executive Director

If to the Contractor:

**Omega Engineering, LLC**  
PO Box 363823  
San Juan, PR 00936-3823  
Attn: Víctor R. López Nuñez  
Vice- President of Operations  
Tel. 787-796-6100  
Cel. 787-923-1671  
vlopez@omega-corp.net

## **7.4 No Waiver or Novation**

The failure of PRIFA or PRIFA's Representative to enforce any provision of the Contract or any right or remedy available at law of The Commonwealth of Puerto Rico or in equity shall not be construed to be a waiver of any such provision, right or remedy, or to affect in any way the validity of the Contract or any part thereof. To be effective, a waiver of any right of PRIFA under the

Contract must be express, in writing and specifically addressed to the Contractor.

PRIFA and the Contractor expressly agree that no amendment of the Contract or Change Order shall be understood or construed as a contractual novation of the Contract, unless both parties agree to the contrary specifically in writing. The foregoing provision shall be equally applicable in such other cases where PRIFA grants the Contractor an extension of time for compliance with any of the Contractor's obligations under the Contract, or where PRIFA fails to make any claim or demand with respect to any of its rights or remedies under the Contract.

Under no circumstances, except where PRIFA specifically agrees in writing, shall PRIFA's rights under the Contract be understood or construed to have been waived by any amendment, Change Order or extension of time or by reason of any failure to make any claim or demand with respect to any of PRIFA's rights or remedies under the Contract, even where PRIFA has agreed, as provided under the previous paragraph, that any of these circumstances shall constitute a contractual novation, and PRIFA hereby expressly reserves its right to enforce or make any claim with respect to its rights and obligations under the Contract and to require and insist on the Contractor's compliance with any and all of its obligations under the Contract as if such amendment, Change Order, extension of time, failure to make a claim or demand, or novation, if any, had not occurred or been made.



## **7.5 Disclaimer of Liability and Indemnification**

**7.5.1 Disclaimer of Liability.** In no event shall PRIFA be liable to the Contractor except for obligations expressly assumed by PRIFA under the Contract Documents, nor shall PRIFA ever be liable to the Contractor for indirect, special, incidental or consequential damages resulting from, arising out of, or in connection with, the Work, the Contract, any rescission, cancellation, termination or suspension of the Contract or any acceleration of the expiration of the Contract. No representative of PRIFA nor any officer, agent, consultant or employee of PRIFA (including, without limitation, PRIFA's Representative) shall be charged personally by the Contractor with any liability or be held liable to it under any term or provision of the Contract, for any breach of the Contract by PRIFA, or otherwise in connection with performance under the Contract.

**7.5.2 Indemnification.** Without limiting the scope of the indemnification clauses set forth in the General Conditions, the Contractor agrees to save and hold harmless, and to indemnify PRIFA against any and all expenses and costs of any nature (including, without limitation, attorneys' fees and costs) incurred by PRIFA in connection with any claim made by any person for

personal injuries, including, without limitation, death, or for property damage caused by the Contractor, by act or omission, in the performance or non-performance of its obligations under the Contract.

## **7.6 Governing Law and Jurisdiction**

**7.6.1 Governing Law.** The Contract shall be governed by, and construed in accordance with, the laws of Puerto Rico. The parties hereto expressly agree that their respective liability for damages under the Contract shall be governed by the Puerto Rico Civil Code and related case law of The Commonwealth of Puerto Rico as determined by the Supreme Court of The Commonwealth of Puerto Rico.

**7.6.2 Jurisdiction and Venue.** Each of the parties hereto expressly and irrevocably (a) agrees that the state courts of The Commonwealth of Puerto Rico shall have sole and exclusive jurisdiction to settle any dispute or controversy between the parties regarding the terms and conditions of the Contract or any other matter involving the Project, (b) submits itself and its assets to the jurisdiction of such courts, (c) waives any objection or defense that such courts lack in personal jurisdiction over such party, (d) waives any objection or defense which it may have at any time to venue residing in such courts with respect to any proceedings involving the Contract or the Project, (e) waives any claim that any proceedings involving the Contract or the Project have been brought in an inconvenient forum, and (f) agrees not to seek redress or institute any action with respect to the Contract or the Project in any court or other forum, whether federal or state, other than in the state courts of The Commonwealth of Puerto Rico. Nothing contained in this Section shall preclude the parties from enforcing in any jurisdiction any judgment, award or order obtained in the state courts of The Commonwealth of Puerto Rico.

**7.6.3 Change of Law.** Any change in law of The Commonwealth of Puerto Rico during the term of the Contract, including, without limitation, any changes in applicable tax law, that causes an increase in the Contractor costs in supplying any products or services to PRIFA shall be the Contractor responsibility, and PRIFA shall not be obligated to make any additional payments or to pay any additional sums beyond the Contract Price.

**7.6.4 No Litigation.** There shall be no pending or threatened action, suit, investigation or proceeding (or basis therefore), at law or in equity, before or by any arbitration panel, court or governmental agency or body that (a) challenges, or might challenge, directly or indirectly, the selection of the Contractor to perform the Contract or the authorization, execution, delivery, validity or enforceability of the Contract, or (b) materially adversely affects the Contractor ability to perform the Contract.

**7.6.5 Mediation.** In the event a dispute shall arise between the parties to this contract, the parties agree to participate in mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a mediator designated by both parties. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. In the event that the Contractor disagrees with any such administrative determination, then the Contractor may pursue any available legal remedies arising out of such mediation in the General Court of Justice of The Commonwealth of Puerto Rico, Court of First Instance of San Juan.

**7.7 Force Majeure**

Each of the parties hereto shall be excused from performing any obligation hereunder and shall not be liable in damages or otherwise for such non-performance, if and only to the extent that such party shall be unable to perform, or is prevented from performing such obligation by an event constituting a Force Majeure. Force Majeure may include, but shall not be limited to, the following: acts of God, third party industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, hurricanes, major floods, civil disturbances, lockouts, fires, explosions, and interruptions of services due to any act or failure to act of any governmental instrumentality; provided that (a) each of these events, or any other claimed as a Force Majeure, and/or its effects, are beyond the reasonable control and are not caused by the fault or negligence of the party claiming the occurrence of a Force Majeure or of its employees, agents, affiliated companies or subcontractors, (b) in the case of natural phenomena, are beyond normal intensity at the Site and are not ordinarily occurring, and (c) such party, within ten (10) days after the occurrence of the alleged Force Majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a Force Majeure has occurred shall be on the party claiming the occurrence of the Force Majeure.

**7.8 Independent Contractor**

The Contractor shall be considered and shall act solely as an independent Contractor for all material purposes under the Contract, and nothing in the Contract shall be construed to create an agency, partnership, or joint-venture relationship between the Contractor and PRIFA or between any members of the Contractor and PRIFA. All Subcontractors, Sub-subcontractors or other persons engaged or contracted by the Contractor for the performance of the Contractor's obligations under the Contract and all personnel of any of the foregoing involved in any aspect of performing the Work shall be considered

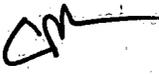
employees or agents of the Contractor or such Subcontractor or Sub-subcontractor (and not as employees or agents of PRIFA), and shall be subject to the direction, supervision and control of the Contractor or such Subcontractor or Sub-subcontractor (and not PRIFA), subject to the terms and conditions of the Contract Documents.

**7.9 No Contractual Relationship**

The Contract Documents shall not be construed to create a contractual relationship of any kind (a) between PRIFA's Representative and the Contractor, (b) between PRIFA and any Subcontractor, or (c) between any persons or entities other than PRIFA and the Contractor, except as specifically set forth in the Contract. The Contractor understands and agrees that the Engineer's obligations are to PRIFA and, by performing those obligations properly, the Engineer may increase the burdens and expenses of the Contractor, its Subcontractors and Sub-subcontractors, or sureties of any of them.

**7.10 Assignment**

The Contractor shall not assign, delegate or subcontract any of its rights and obligations under the Contract, except with the prior written authorization of PRIFA. The request for such authorization shall contain a list of all subcontractors or assignees. The Awarded Contractor shall include all of the provisions of this agreement in every subcontract so that such provisions will be binding upon each of its subcontractors or assignees.



The Contractor shall be responsible to Owner for the acts and omissions of all of its Subcontractors, and Sub-Subcontractors, their respective agents and employees and/ or all other persons performing any of the Work or supplying any materials or equipment for the Work under their respective contracts with the Contractor. The Contractor shall rebuild, repair, restore and make good any damages to any portion of the Work that any subcontractor or assignee may cause, at its own cost and expense, before the final completion and acceptance of the Project.

**7.11 Amendments**

To the extent permitted by law of The Commonwealth of Puerto Rico, the terms of the Contract shall not be altered, modified, supplemented or amended in any manner whatsoever, except by a written instrument duly executed by PRIFA and the Contractor.

**7.12 Captions**

The captions or headings in any Contract Document are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of such Contract Document.

**7.13 Execution in Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**7.14 Dissemination of Information**

Certain of PRIFA's confidential or proprietary information may come into the Contractor's possession in the course of performing its obligations under the Contract. The Contractor shall hold such information and all other information that it develops or obtains from PRIFA or otherwise regarding the Project in confidence, shall not use such information other than for performance of its obligations under the Contract, and shall require its employees, agents, Subcontractors and Sub-subcontractors to be bound to PRIFA by the same obligation of confidentiality. PRIFA reserves the right to release all information to the public and to the media relating to the Contract and the Work. The Contractor agrees, and to cause its employees, agents, Subcontractors and Sub-subcontractors, to refer all inquiries about the Contract or the Work to PRIFA.

**7.15 Cancellation and Termination**

Notwithstanding the provisions mentioned in the General Conditions, in the event of a substantial or material breach of the Contract by the Contractor or an emergency or other circumstance requiring PRIFA to take immediate action to protect its interests, limit its liability or prevent injury to any person or damage to any property, PRIFA shall have the right to rescind, cancel, terminate or suspend the Contract immediately and without prior notice to the Contractor. The exercise by PRIFA of its right to rescind, cancel, terminate or suspend the Contract shall not be construed as a waiver by PRIFA of any right or remedy it may have under the Contract or at law of The Commonwealth of Puerto Rico for any delay or breach by the Contractor in the performance of its obligations under the Contract.

Handwritten signature and initials in black ink, located to the left of the 7.15 section.

**ARTICLE 8 – CRIMINAL CHARGES CLAUSE**

**8.1 Certification**

The Contractor certifies and guarantees that at the execution of this Contract, the Contractor, its partners, associates, officers, employees and agents have not been convicted, or that it has no knowledge of being the subject of any investigation in either a civil or a criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. It is expressly acknowledged that this certification is an essential condition of this Contract. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for PRIFA to terminate this Contract immediately,

without prior notice, and the Contractor will have to reimburse PRIFA any amount of money received under this Contract.

If the status of the Contractor with regards to the charges previously mentioned changes at any time during the term of the Contract, it shall notify PRIFA immediately. Failure to comply with this responsibility constitutes a violation of this clause, and shall result in the remedies mentioned in the previous paragraph.

## ARTICLE 9 – ATTACHMENTS

### 9.1 Incorporation

This Agreement includes the **Attachments** listed below, each of which is incorporated hereby and made a part of the Contract. Those **Attachments** not referred to in this Agreement are referred to in the General Conditions.

<b>Attachment A</b>	Scope of Work
<b>Attachment B</b>	Contractor's Proposal Form submitted October 21 <sup>th</sup> , 2014
<b>Attachment C</b>	Solids Waste Disposal
<b>Attachment D</b>	Bonds
<b>Attachment E</b>	Insurances
<b>Attachment F</b>	Cancelled Stamps
<b>Attachment G</b>	Other Documents
<b>Attachment H</b>	Bid Documents (CD)

## ARTICLE 10 – LAW NUMBER 84

### 10.1 Law Number 84

The contractor shall duly comply with the dispositions of Law of The Commonwealth of Puerto Rico Number 84 of June 18, 2002, in which establishes the Code of Ethics for Contractors, Suppliers and Solicitor of Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico.

## ARTICLE 11 – LAW NUMBER 85

### 11.1 Eligibility Certificate

In accordance with the dispositions of the Law of The Commonwealth of Puerto Rico Number 85 of June 18, 2002, the contractor is submitting the Eligibility Certificate from the "Administración de Servicios Generales" No. 2115.

## ARTICLE 12 – BUDGET CLAUSE

### 12.1 Budget Clause

The professional services rendered under this agreement are budgeted and will be paid from "Asignaciones Legislativas", Account No. 250-9160-4.

**ARTICLE 13**

13.1 None of the services rendered under this Contract can be claimed until the same is presented to the Office of the Comptroller of Puerto Rico for registration, as required with Law Number 18 of the 30<sup>th</sup> of October of 1975, as amended.

**ARTICLE 14**

14.1 Contractor certifies that at the time of signing of this Agreement, he has no claim of any nature against PRIFA or against any other Government Agency of the Commonwealth of Puerto Rico, nor is he an interested party in any judicial or administrative procedure against PRIFA or any other Government Agency of the Commonwealth of Puerto Rico.

**ARTICLE 15- LAW NUMBER 14-2004**

15.1 The Contractor shall comply with Law Number 14 of January 8<sup>th</sup>, 2004, which provides for the investment in articles manufactured and produced locally.

**ARTICLE 16 - ETHICS AND SWORN STATEMENT**

Ethics. The Contractors undertake to comply with the provisions of Act No. 84 of June 18, 2002, known as the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico".

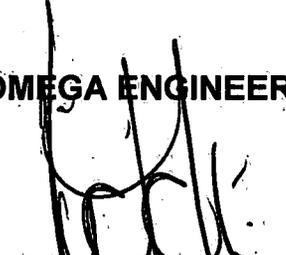
In Compliance with Act Number 458 of December 20, 2000, as amended by Act Number 428 of September 22, 2004, enclosed, to be considered part of this contract, Sworn Statement by Constructor or Contractor.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first written above.

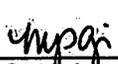
**PUERTO RICO INFRASTRUCTURE  
FINANCING AUTHORITY**

by:   
\_\_\_\_\_  
Grace M. Santana Balado, Esq.  
Executive Director  
Tax I.D. 660-48-0699

**OMEGA ENGINEERING, LLC**

  
\_\_\_\_\_  
Victor R. López Nuñez  
Vice-President of Operations  
Tax I.D. 660-45-5637

Prepared by:   
\_\_\_\_\_  
Efrén A. Rotger Sánchez, Esq.  
Legal Consultant

Approved by:   
\_\_\_\_\_  
María del Pilar García Incera, Esq.  
PRIFA Legal Office Director

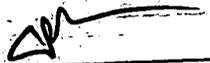
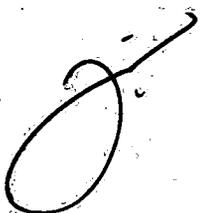
## ATTACHMENT A SCOPE OF WORK

This Scope of Work (SOW) describes the general work to be performed, refer to Contract Documents; Drawings, Technical Specifications, Adenda, etc. for a more detailed description of the Work.

1. **Phase III:** consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be performed in accordance to contract documents.
2. **Phase IV:** Is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitolio". This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be performed in accordance to contract documents.
3. **Phase IV-A:** It comprises the above surface works including but not limited to the right of way paving, asphalt paving, pavement marking, curbs, above ground utilities, etc. is for the section of Muñoz Rivera Avenue approximately located in front of restaurant *El Hamburger*, as illustrated on plans [from STA. 11+40.00 (LMR) to STA. 12+88.32 (LMR)], corresponding to the PRHTA Project AC-002533 Highway PR-25R. Work for this phase is part of the Base Proposal. All work to be performed in accordance to contract documents.
4. **Landscape Work:** The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue.

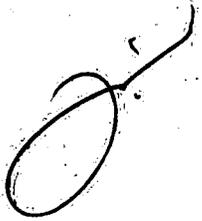
including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos* Bridge (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance, area designated as Phase III.A. All work to be performed in accordance to contract documents.

5. **Landscape Work Maintenance:** Landscape maintenance for a period of six (6) months beginning, the first day after the date of the Project's Substantial Completion. All work to be performed in accordance to contract documents; for instructions and guidelines refer to Section 6 – Landscape Maintenance and Plant Establishment and all referred and applicable sections. Payment for this item of work will be on a monthly basis.
6. **The detailed scope of work is described on the contract documents.** All work to be performed in accordance to contract documents.



**ATTACHMENT B  
CONTRACTOR'S PROPOSAL FORM  
AFI-BP-15-05-PASEO**

**SEE ATTACHED**

A large, stylized handwritten signature in black ink, possibly reading "J. J.", located on the left side of the page.A smaller handwritten signature or initials in black ink, located below the first signature.

## ATTACHMENT C

### - Solid Waste Disposal

The Contractor will comply with the Solids Waste Reduction and Recycle Act, Law #70 of September 18th, 1992, as amended by Law #411 of October 8th, 2000.

Article 6 A establishes: "Every industry, manufacture, store, commerce and any other type of institution that employs more than ten (10) people, either on a full or part time basis, would have to implement a Recycle Plan."

- The Contractor will file a Recycle Plan in compliance with requirements of said Act.
- The Contractor will submit, before the Project Manager, a monthly report as to recyclable and re-usable materials recuperated, for statistical purposes.

- General Permit Consolidated ("Permiso General Consolidado")

- Erosion and Sediment Control Plan ("Plan CES" as known by its spanish acronym)

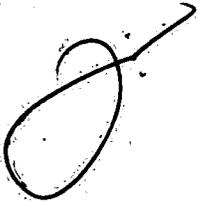
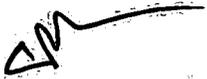
- Storm Water Pollution Prevention Plan (SWPP)

- Construction Permit

- DTOP Replacement Bond (Contractor is responsible for the compliance and payment of the Replacement Bond required for the Commonwealth of Puerto Rico Departments of Transportation and Public Works (DTOP) construction permit).

**ATTACHMENT D  
BONDS**

- Performance Bonds
- Labor and Material Payment Bond
- Bond to Guarantee Payment of Salaries

A large, stylized handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke.A smaller, more compact handwritten signature in black ink, featuring a sharp peak and a horizontal base.

ATTACHMENT D

BONDS

FORM OF PERFORMANCE BOND

PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY  
PASO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III & PHASE IV, (PROYECTO)  
BID NO. AFI-BP-15-05-PASO.

Contract No. \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That OMEGA ENGINEERING, LLC (the "Principal"), and TRAVELERS CASUALTY AND SURETY COMPANY, as surety(ies) (collectively, the "Surety", and together with the Principal, the "Obligors"), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, and their respective successors and assigns, as obligee (collectively, the "Obligee") in the amount of ELEVEN MILLION TWO HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED FORTY ONE AND 61/100 Dollars (\$ 11,273,841.60 ) lawful money of the United States of America, for the payment of which to the Obligee the Principal and the Surety do hereby bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into Contract No. \_\_\_\_\_, with the Obligee dated as of \_\_\_\_\_ (the "Contract"), which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall promptly, fully, faithfully and completely perform the Work, as such term is defined in the Contract, in all respects in accordance with each and every requirement and intendment, term, covenant, and condition, as they now exist or may hereafter be modified, of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

For valuable consideration, the Surety, jointly and severally, does hereby covenant and agree with the Obligee, that in case of failure or default by the Principal, resulting in a rescission, cancellation or termination of the Contract under the terms thereof, and the Principal's failure to deposit to the credit of the Obligee, the excess amount necessary for completing the Work according to and as provided by the terms of the Contract, and provided that if, at the demand of the Obligee, the Surety, or any of them, elect not to complete the Work or to supervise the remedies for defects or damages covered by the terms of the Contract or of this bond according to the terms thereof or hereof, then in that event the Surety, or any of them, will, within ten (10) days from the date of written notice from the Obligee, specifying the amount of such excess necessary or used for completing the Work, deposit to the credit of the Obligee, the amount of such excess, without prejudice to the Obligee as to any other or further right or action upon this bond or upon the Contract. The amount of such excess shall not, in any event, exceed the amount of this bond. And for valuable consideration, it is further jointly and severally covenanted and agreed between the Obligors and the Obligee:

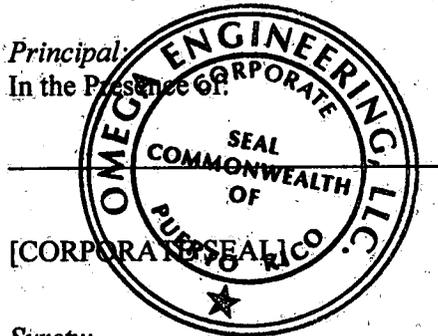
- 1. That the changes, deviations, extensions, alterations, modifications, deductions, additions or extras in or to the Contract may be made as contemplated by the terms thereof and that no such changes, deviations, extensions, alterations, modifications, deductions, additions

or extras shall in any way affect the continuing obligation of the Principal or of the Surety of any of them under this bond.

2. That the obligations of this bond shall continue for the full amount thereof, and shall also extend to cover any and all costs, expenses or charges arising out of any and all defects or faults by reason of defective or faulty materials or workmanship used in or upon the Work by the Principal, its employees, servants, subcontractors, agents or sub-agents, during the progress of the Work, and to save harmless the Obligee from any and all loss or expense by reason of any and all claims, suits or actions as aforesaid, or any costs, expenses or charges connected therewith as aforesaid, whether said defects or defaults in the Work are known prior to the final acceptance of the Work, or discovered during the warranty period provided for in the Contract, or whether said claims, suits or actions are brought or prosecuted before or after the final acceptance of the Work and within the statutory period therefore.
3. That if any part, clause, condition, covenant, or agreement of the Contract shall be decided by any court of competent jurisdiction to be invalid, this bond and the obligations thereof shall continue in full force and effect, notwithstanding said invalid part, clause, condition, covenant, or agreement so long as the invalidity of said part, clause, condition, covenant, or agreement shall not affect the validity of the Contract as a whole, or leaves any part thereof which can be given effect without the part, clause, condition, covenant, or agreement so decided to be invalid.
4. That the obligations, conditions, covenant and agreements of this bond shall be liberally construed to effect the objects and purposes thereof.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 12TH day of NOVEMBER, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

Principal:  
In the Presence of:



Surety:  
In the Presence of:

[CORPORATE SEAL]

Surety:  
In the Presence of:

OMEGA ENGINEERING, LLC (CONTRATISTA)

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY COMPANY

By: \_\_\_\_\_  
 Name: JAVIER SANTIAGO RIVERA  
 Title: ATTORNEY IN FACT

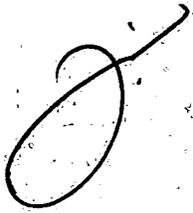
\_\_\_\_\_

[CORPORATE SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A large, stylized handwritten signature in black ink, consisting of a large loop and a trailing stroke.Handwritten initials in black ink, appearing to be 'SM' or similar, with a horizontal line extending to the right.

\_\_\_\_\_

**FORM OF PAYMENT BOND**  
**PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY**  
 "PASO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III & PHASE IV  
 BID NO. API-BP-15-05-PASEO" **(PROYECTO)**

Contract No. \_\_\_\_\_  
**LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That OMEGA ENGINEERING, LLC (the "Principal"), and TRAVELERS CASUALTY AND SURETY COMPANY, as surety(ies) (collectively, the "Surety", and together with the Principal, the "Obligors"), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, and the Secretary of Labor and Human Relations, and their respective successors and assigns, as obligee (collectively, the "Obligee") in the amount of ELEVEN MILLION TWO HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED FORTY ONE AND 61/100 Dollars (\$ 11,273,841.60 ) lawful money of the United States of America, for the payment of which to the Obligee the Principal and the Surety do hereby bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into Contract No. \_\_\_\_\_, with the Obligee dated as of \_\_\_\_\_ (the "Contract"), which Contract is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in performance of the Work, as such term is defined in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract: labor and material being construed to include any part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the performance of the Contract.
2. The Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due such claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expense of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than a claimant having a direct contract with the Principal shall have given written notice to any two of the following: the Principal, the Obligee, or the Surety, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope

addressed to the Principal, Oblige and/or Surety, at any place where an office is regularly maintained by the addressee for the transaction of business, or served in any manner in which legal process may be served in the Commonwealth of Puerto Rico, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which the Principal achieved Substantial Completion of the Work under the Contract; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of Puerto Rico, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by the Surety of mechanics' liens which may be filed of record against the real property upon which such Work was performed, whether or not a claim for the amount of such lien shall have been presented under and against this bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 12TH day of NOVEMBER, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

Principal  
In the Presence of:



[CORPORATE SEAL]

Surety:  
In the Presence of:

\_\_\_\_\_

[CORPORATE SEAL]

Surety:  
In the Presence of:

\_\_\_\_\_

[CORPORATE SEAL]

OMEGA ENGINEERING, LLC (CONTRATISTA)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY COMPANY

By: Javier Santiago  
Name: JAVIER SANTIAGO RIVERA  
Title: ATTORNEY-IN-FACT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOND GUARANTEE PAYMENT OF SALARIES**  
(Act.No. 111 of June 22, 1961)

**BOND. NO. 106167354**

BE IT KNOWN, By these presents, that we, **OMEGA ENGINEERING, LLC** as Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY** as Surety, are hereby obligated with the Secretary of Labor of the Commonwealth of Puerto Rico for a sum not to exceed **TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 32/100 DOLLARS (\$2,254,768.32)** to the payment of which in due form we personally pledge ourselves, and our heirs, executors, administrators and assigns, and each one, individually or jointly.

The condition of the proceeding obligation consists of the following:

WHEREAS, the above mentioned Principal, has entered in to a contract with **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY** dated \_\_\_\_\_ for the construction of a certain work in "PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III & PHASE IV, BID NO. AFI-BP-15-05-PASEO." at an estimated cost of **ELEVEN MILLION TWO HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED FORTY ONE AND 61/100 DOLLARS (\$11,273,841.60)** as specified in the terms of Construction Permit No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Permit Office of the Planning Board, this bond is posted to guarantee the payment of wages to the workers and employees that are employed in the above mentioned work, and the salaries earned through this work in accordance with the provisions contained in Sections 1 and 2 of Act. No. 111 of June 22, 1961, which requires the posting of twenty percent (20%) of the total estimated cost of the work under construction.

WHEREAS, the remaining Sections of the stated Act. No. 111 of June 22, 1961 are to be considered incorporated to this bond, as if they had been transcribed into the same, and shall be enforceable to the full limits of this obligation.

WHEREAS, by virtue of the above stated obligation, if the principal should fail to pay the salaries of the workers and employees who are employed in the above mentioned work under construction and should owe any amount to the workers for wages earned by them in the work, the chose in action authorized under the above stated Act. No. 111 at June 22, 1961 against the bond and the surety of the contractor may be prosecuted within the term of one (1) year after the work and all labor thereon has been completed to the limit of the liability of the bond and of the surety.

WHEREAS, the chose in action authorized under the above stated Act. No. 111 of 1961, against the bond and the surety of the contractors shall be understood as having lapsed one year after the work and all labor thereon has been completed.

THEREFORE, this bond shall be canceled and without any value upon the expiration of the term of one (1) year, unless there is any judicial action pending under the stated Act. No. 111. In such case, the bond shall not be canceled under final and conclusive judgment has been, passed with respect to such pending claim and the same has been settled to the limit of the liability of this bond and the surety.

The Surety Company shall not be liable for any amount in excess of the amount of this bond, and any surrogate for and to the extent of claimant to compensate for the amount it may have paid by virtue of this bond.

IN WITNESS THEREOF, we have executed this sealed instrument this **November 12, 2014**.

The name and corporate seal of each surety has been affixed and we have hereunto fixed our hand according to the authority bestowed upon us.

**OMEGA ENGINEERING, LLC**

By: \_\_\_\_\_



**TRAVELERS CASUALTY AND SURETY COMPANY**

By: Javier Santiago Rivera  
**JAVIER SANTIAGO RIVERA, Attorney-in-Fact**

## ACKNOWLEDGMENT OF SURETY

On this November 12<sup>th</sup>, 2014, before the undersigned, a Notary Public for the Commonwealth of Puerto Rico, comes JAVIER SANTIAGO RIVERA as Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY, hereinafter called Surety, to me personally known to be the individual who executed the Bond No. 106167354 and he acknowledges executing the same for the said Surety, and for the uses and purposes therein mentioned and being by me duly sworn, deposes and says that he is the said Attorney-in-Fact of said Surety, and that his signature was duly affixed and subscribed to said instrument by the authority and direction of the said Surety and the certified copy of the Power of Attorney on his behalf by said Surety executed on 16<sup>th</sup> day of July, 2014 is on file in the office of the Commissioner of Insurance of Puerto Rico.

SUBSCRIBED to before me by JAVIER SANTIAGO RIVERA a resident of CAROLINA, P.R. to me personally known.

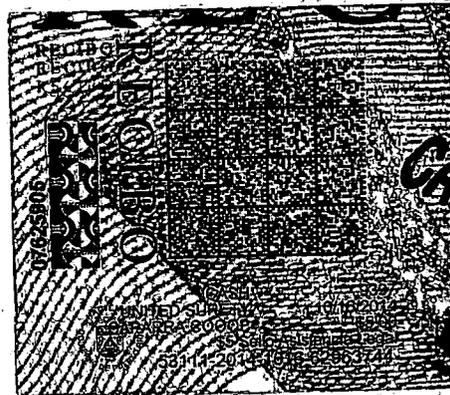
In Guaynabo, Puerto Rico this 12<sup>th</sup> day of November 2014.

Affidavit No. 22963  
(seal)



[Signature]

Notary





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216697

Certificate No. 005984511

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carlos R. Irizarry, Duhamel Iglesias Cacho, and Javier Santiago Rivera

of the City of Guaynabo, State of Puerto Rico, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of July, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 16th day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12TH day of NOVEMBER, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**OMEGA ENGINEERING, LLC  
CERTIFICATE OF CORPORATE RESOLUTION**

The undersigned Secretary of **OMEGA ENGINEERING, LLC** (the "Corporation"), a corporation organized under the laws of the Commonwealth of Puerto Rico, does hereby certify as follows:

1. That the Corporation duly adopted the following resolution by unanimous written consent of its Sole Director:

**"RESOLVED**, that Víctor Rafael López Núñez (the "Authorized Representative"), as Vice-president of the Corporation, is hereby authorized and empowered on behalf of the Corporation to:

(a) Sign any contract document in the name of the Corporation for the project AFI-BP-15-05-PASEO, "Paseo Puerta de Tierra Ave. Muñoz Rivera Fase III & IV", located in Puerta de Tierra, San Juan, Puerto Rico, under such terms as the Authorized Representative deems proper and convenient.

(b) Execute any and all documents and instruments which may be necessary or required in connection with the transaction described above, as determined by the Authorized Representative, including, without limitation, any and all documents, instruments, agreements, contracts, notes, guaranties, and public deeds."

2. That the above resolutions have not in any way been modified, repealed or rescinded and that they are in full force and effect as of the date hereof.

Witness my hand and seal of the Corporation as of this 11 day of November, 2014.

[CORPORATE SEAL]

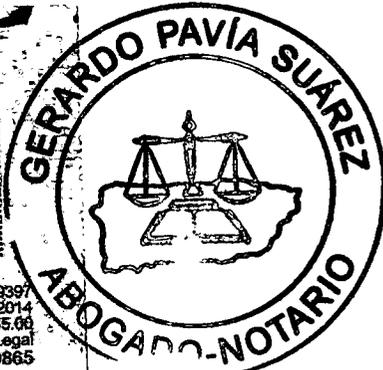
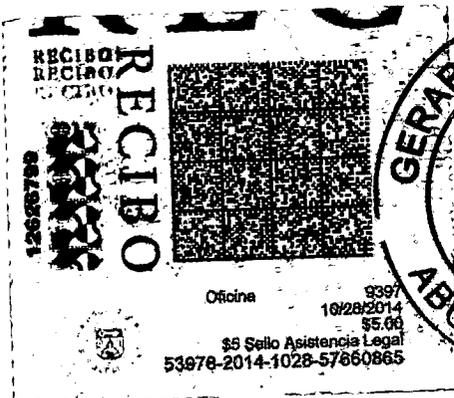


**OMEGA ENGINEERING, LLC**

By: [Signature]  
Name: Rebecca Rivera Rivera  
Title: Secretary

Affidavit Number 902

Acknowledged and subscribed to before me by Rebecca Rivera Rivera, of legal age, married, accountant and resident of Guaynabo, Puerto Rico, in his capacity as Secretary of **OMEGA ENGINEERING, LLC** whom I personally know, in San Juan, Puerto Rico, this 11 day of November, 2014.



[Signature]  
NOTARY

**ATTACHMENT E  
INSURANCES**

- Automobile Insurance – Combined Single Limit (CSL): \$1,000,000 per occurrence / \$1,000,000 Aggregate
- Standard Hold Harmless Agreement
- Written evidence of payment to Insurance Company
- Certificate (original) from the State Insurance Fund

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2014

PRODUCER 787.721.4444 FAX 787.722.4894  
GLOBAL INSURANCE AGENCY INC.  
257 RECINTO SUR ST. 2ND FLOOR  
PO BOX 9023918  
SAN JUAN, PR 00902-3918

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED OMEGA ENGINEERING LLC  
PO BOX 363823  
SAN JUAN, PR 00936

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MAPFRE PRAICO Insurance Co.	0002
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP-7475118	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: NOTIFICACION DE ADJUDICACION / AFI-BP-15-05-PASEO  
 PASEO PUERTA DE TIERRA, AVE. MUÑOZ RIVERA FASES III & IV  
 MUNICIPIO DE SAN JUAN, PUERTO RICO

## CERTIFICATE HOLDER

AUTORIDAD PARA EL FINANCIAMIENTO DE LA INFRAESTRUCTURA (AFI)  
 PO BOX 41207  
 MINILLAS STATION  
 SAN JUAN, PR 00940-1207

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 GLOBAL INSURANCE AGENCY, INC.  
 AUTHORIZED REPRESENTATIVE  
 Aon Risk Solutions

	<b>POLICY NUMBER</b>
<b>OMEGA ENGINEERING</b>	<b>BAP-7475118</b>
<b>PERIOD: 03/01/2014-2015</b>	<b>EFFECTIVE DATE OF ENDORSEMENT: 03/01/2014</b>

**HOLD HARMLESS AGREEMENT**

THE CONTRACTOR, FOR ITSELF, AGENTS EMPLOYEES, SUCCESSOR AND ASSIGNS AGREES TO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND/OR SUITS WHETHER JUDICIAL OR EXTRA JUDICIAL FOR ANY COST WHATEVER ARISING OUT OR RELATED TO THE EXECUTION OF THE CONTRACT DESCRIBED BELOW, AND ITS INSURERS SHALL DEFEND THE OWNER FROM SUCH CLAIMS, DEMANDS AND/OR SUITS AND SHALL BEAR ALL THE EXPENSES FOR SUCH DEFENSE CONTEMPLATED WITHIN THE COVERAGE AND LIMITS PROVIDED BY THIS POLICY EXCEPT WHERE SUCH CLAIMS, DEMANDS AND/OR SUITS ARE DUE SOLELY TO THE NEGLIGENCE OF

**AUTORIDAD PARA EL FINANCIAMIENTO DE LA INFRAESTRUCTURA DE PR (AFI)**

ITS OFFICERS, AGENTS AND/OR EMPLOYEES. THIS ENDORSEMENT DOES NOT EXTEND, MODIFY, INCREASE LIMITS OF OR OTHERWISE ALTER THE COVERAGE PROVIDED BY THIS POLICY.

**ADDITIONAL INSURED**

IT IS HEREBY UNDERSTOOD AND AGREED THAT AUTORIDAD PARA EL FINANCIAMIENTO DE LA INFRAESTRUCTURA DE PR (AFI) ARE INCLUDED AS ADDITIONAL INSURED.

**SIXTY (60) DAYS CANCELLATION NOTICE**

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THIS POLICY SIXTY (60) DAYS WRITTEN NOTICE SHALL BE GIVEN TO:

**AUTORIDAD PARA EL FINANCIAMIENTO DE LA INFRAESTRUCTURA DE PR (AFI)**

**GLOBAL INSURANCE AGENCY, INC.**

BY   
AUTHORIZED AGENT  
GLOBAL INSURANCE AGENCY, INC.

**AON RISK SOLUTIONS OF PR / VRR**



17 de noviembre de 2014

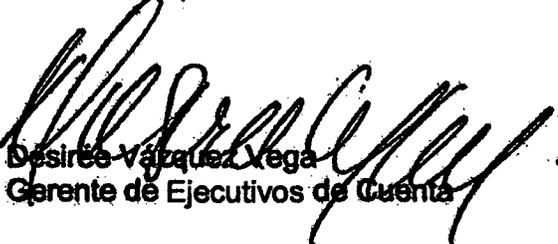
**Autoridad para el Financiamiento de la Infraestructura  
PO Box 41207  
San Juan PR 00940-1207**

**Asegurado : Omega Engineering, LLC  
Póliza Auto : BAP 7475118  
Póliza Package : CBP 008667606  
Póliza Umbrella : CLX 0044134  
Efectividad : 03/01/2014 – 03/01/2015  
Compañía : Mapfre**

**Certificamos que las pólizas en referencia han sido pagadas en su totalidad,  
mediante contrato de financiamiento.**

**Cualquier información adicional, no dude en comunicarse con nosotros al (787)754-8787.**

**Atentamente,**



**Désirée Vázquez Vega  
Gerente de Ejecutivos de Cuenta**

***Aon Risk Solutions of Puerto Rico, Inc.***  
***Insurance Brokers***  
PO Box 191229 • San Juan PR 00919-1229  
tel: (787) 754-8787 • fax: (787) 751-8891



GOBIERNO DE PUERTO RICO  
CORPORACIÓN DEL FONDO  
DEL SEGURO DEL ESTADO



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**  
Corporación del Fondo del Seguro del Estado

CFSE-0680-1  
Oct. 2010

## Certificación Póliza de Seguro

Número Control: **201520002000005215**

A: AUTORIDAD PARA EL FINANCIAMIENTO  
Dirección: DE LA INFRAESTRUCTURA DE PR  
PR -0000

Certificamos que el patrono: OMEGA ENGINEERING SE con póliza 4343600000 cumple con los siguientes requisitos para la obtención de la cubierta para sus obreros o empleados, en caso de ocurrir un accidente del trabajo

- Rindió su declaración de la nómina en: 7/22/2014
- Su póliza cubre los siguientes riesgos :
 

5213 - 273	CONST CONCRETO BLOQUES
8742 - 354	COBRADORES Y MENSAJEROS
8810 - 350	OFICINISTAS DELINEANTES

3. Pagó las primas establecidas por el Administrador en:

Semestre	Fecha de vencimiento	Fecha de pago
1	<u>Mes Día Año</u>	<u>Mes Día Año</u>
2	<u>Mes Día Año</u>	<u>Mes Día Año</u>

4. La póliza cubre la (s) siguiente (es) localidad (es):

NA

5. Observaciones:

Certificación para firma de contrato.

PROYECTO AFI BP 15 05 PASEO

6. Esta certificación es válida hasta el: 30-Jun-15

AGUSTIN CARRASQUILLO TORR

Firma del Oficial de Seguros

12-Nov-14

Fecha

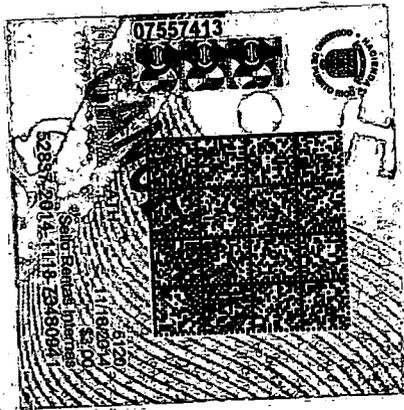
**ATTACHMENT F  
CANCELLED STAMPS**

**CIA Stamps**

▪ Contract Amount .....	\$11,273,841.60
▪ CIA Stamps Cancelled (0.001 x Contract Amount) .....	\$0
▪ Department of the Treasury Stamp Cancelled .....	\$3.00

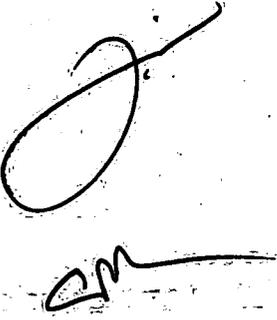


AM



**ATTACHMENT G  
OTHER DOCUMENTS**

- Eligibility Certificate – Bidders Register
- Certificate of Status or Existence from the Department of State
- Certificate of Compliance from the Office of Child Support Enforcement (ASUME)
- Statement Under Oath in compliance with Act No. 428 of September 22, 2004
- Certificate of Corporate Resolution authorizing an official to sign the contract documents
- Certificate of Good Standing



A handwritten signature, possibly 'J', is written above a horizontal line. Below the line, the initials 'AM' are written in a cursive style.



## Estado Libre Asociado de Puerto Rico

Administración de Servicios Generales  
Registro Único de Licitadores

### CERTIFICADO DE ELEGIBILIDAD

Fecha de Expedición	Número de Certificado	Fecha de Vencimiento
15-Septiembre-2014	201402490	15-Septiembre-2015

Nombre del Licitador: OMEGA ENGINEERING, LLC

Seguro Social: 660455637

Número de Licitador: 2115

Dirección Postal: PO BOX 363823 , SAN JUAN PR, 00936-3823

Teléfono: 7877936100 /

Fax: 7877827305

Email: dpacheco@omega-corp.net

Persona Autorizada a Firmar Oferta	Título que Ostenta
VICTOR LOPEZ NUÑEZ	GENERAL MANAGER

La vigencia de la elegibilidad está sujeta a que en 15-Marzo-2015 el licitador evidencie su cumplimiento con el inciso E del Artículo 24 Plan de Reorganización Núm. 3 del 21 de noviembre de 2011 presentando la Declaración Jurada requerida por ley. Será responsabilidad de cada Agencia Ejecutiva, Corporación Pública o Municipio validar la elegibilidad del licitador antes de adjudicar cualquier procedimiento de adquisición, órdenes de compra u otorgar contratos.

**ADVERTENCIA:** Cualquier alteración anula este certificado y podría ser sancionado criminalmente conforme a las disposiciones aplicables del Código Penal de Puerto Rico. Para validar la información en este certificado, favor de acceder al portal <https://serviciosonline.gobierno.pr/validacionelectronica/> y usar el número de certificado como código de validación.

  
Luis M. Castro Agis, CPA  
Administrador

pr.gov



COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF STATE  
SAN JUAN, PUERTO RICO 00904

April 2, 1980

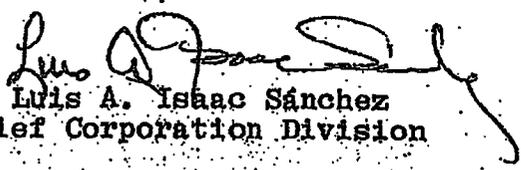
Mrs. Migallia Figueroa  
La Cumbre  
Emiliano Pol #273  
Rio Piedras, Puerto Rico 00926

Sir:

This will advise you that on March 27, 1980, at  
10:45 A. M., there was filed and recorded in this depart-  
ment the Certificate of Incorporation of  
-----OMEGA ENGINEERING CORP.-----

a corporation organized under the laws of Puerto Rico, file  
number 46,029 and Certificate of Existence.

Cordially,

  
Luis A. Isaac Sánchez  
Chief Corporation Division

LAIS/jc  
Encls.

U-1086893  
\$101.00



# Commonwealth of Puerto Rico

## Department of State

I, LOURDES I. DE PIERLUISI, Assistant Secretary of State  
of the Commonwealth of -----  
Puerto Rico, Do hereby Certify:

That from the records of this  
Department it appears that "OMEGA ENGINEERING CORP.", a corporation  
organized under the laws of Puerto Rico on March 27, 1980 at 10:45  
a.m., file number 46,029.-----

In Witness Whereof, I have hereunto

set my hand and affixed the Great  
Seal of the Commonwealth of Puerto

Rico, at the City of San Juan, this  
second day of April,

A.D., nineteen hundred and  
~~xxxviii~~ eighty.

*Loures I. de Pierluisi*  
LOURDES I. DE PIERLUISI  
Assistant Secretary of State



Government of Puerto Rico  
Department of State  
San Juan, Puerto Rico

## CERTIFICATE OF EXISTENCE

I, **KENNETH D. McCLINTOCK**, Secretary of State of the Commonwealth of Puerto Rico,

**CERTIFY:** That, according to our records "**OMEGA ENGINEERING, LLC**", registration number **1680**, is a limited liability company organized in accordance with the General Corporations Law of Puerto Rico on **March 2, 2009 at 12:15 p.m.**

*This certification does not imply that this company has paid the annual fees, pursuant to the requirements of Article 21.03 of the General Corporation Law. If you need to know if such annual fees have been paid, you must request a Certificate of Good Standing.*

**IN WITNESS WHEREOF**, I hereby sign and cause the Great Seal of the Commonwealth of Puerto Rico to be affixed on it, in the city of San Juan, today, September 24, 2012.

  
**KENNETH D. McCLINTOCK**  
Secretary of State

KDM/rsr  
04847-\$20.00  
07695-\$10.00

DEPT ESTADO  
REGISTRACION DE DOCUMENTOS  
REGISTRY OF MA

2009 MAR -2 PM 12:15



Estado Libre Asociado de Puerto Rico  
Commonwealth of Puerto Rico  
DEPARTAMENTO DE ESTADO  
Department of State

CERTIFICADO DE ORGANIZACIÓN  
DE UNA COMPAÑÍA DE RESPONSABILIDAD LIMITADA  
CERTIFICATE OF FORMATION  
OF A LIMITED LIABILITY COMPANY

PRIMERO: El nombre de la compañía de responsabilidad limitada es:  
FIRST: The name of the limited liability company is:

Omega Engineering, LLC

El nombre deberá incluir uno de los siguientes términos o designaciones: "Compañía de Responsabilidad Limitada", "C.R.L.", "CRL".

The name must include one of the following terms or designations: "Limited Liability Company", "L.L.C.", "LLC".

SEGUNDO: La dirección de la oficina designada (Incluya calle, número y municipio) en el Estado Libre Asociado es:  
SECOND: The physical and mailing address of the main office (include street, number and municipality) in Commonwealth is:

Física/Physical:

954 Ponce de Leon Avenue  
Miramar Plaza Center, 4th Floor  
San Juan, PR

Postal/Mailing:

G.P.O. Box 3823  
San Juan, Puerto Rico 00936

El Agente Residente a cargo de dicha oficina es:  
The Resident Agent in charge of said office is:

Oscar I. Rivera Rivera

TERCERO: La naturaleza de los negocios o propósitos de la compañía son:

THIRD: The nature of the business or purposes of the company are:

To purchase or lease or in any other manner, acquire, possess, own, use, develop, construct, maintain, manage, operate, sell, transfer or in any other manner manage and/or negotiate with real property located in Puerto Rico and to carry out any other act or activity for which limited liability companies may be organized. The company shall contract the necessary licensed personnel in order to carry out such purpose.

CUARTO: El nombre y la dirección postal y física (incluyendo calle, número y municipio) de cada una de las personas autorizadas a presentar este documento es:

FOURTH: The name and the physical and mailing address (include street, number and municipality) of each authorized person(s) is:

Gladys Fontáñez - Scotiabank Plaza Suite 901, #273 Ponce de León Ave., San Juan, Puerto Rico 00917-1934  
(physical and mailing).





Commonwealth of Puerto Rico  
**DEPARTMENT OF STATE**  
San Juan, Puerto Rico

## CERTIFICATE OF GOOD STANDING

I, **DAVID E. BERNIER RIVERA**, Secretary of State of the Commonwealth of Puerto Rico,

**CERTIFY:** That, pursuant to Puerto Rico's General Law of Corporations, **OMEGA ENGINEERING, LLC**, register number **1680**, a Limited Liability Company organized under the laws of Puerto Rico, has complied with the payment of its Annual Fees.



**IN WITNESS WHEREOF**, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan, Puerto Rico, today, **May 05, 2014**.

**DAVID E. BERNIER RIVERA**  
Secretary of State

---

To validate this certificate go to: <http://www.estado.gobierno.pr>

This certificate can be validated up to 2 times before its expiration date of 03-Aug-2014.

Certificate Validation Number: **74562-97383482**



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**  
Administración para el Sustento de Menores

**CERTIFICACION DE ESTADO DE CUMPLIMIENTO**

**Fecha de Emisión:** 11/17/2014  
**Nombre del Patrono:** OMEGA ENGINEERING S.E.  
**Dirección:** PO BOX 363823  
**Ciudad-Código Postal:** SAN JUAN, PR - 00936-3823  
**Número Patronal Federal:** 660455637  
**Número de Participante de ASUME:** 0001049783

Nuestros registros de pagos recibidos reflejan que el estado de cumplimiento de la persona jurídica que antecede es el siguiente:

- Está cumpliendo con la(s) orden(es) de retención de ingreso según establecida(s) en todos los casos\*
- Al presente, NO existe ninguna orden de retención de ingresos activa que lo obligue como patrono.

Certifico que este documento resume la información contenida en el sistema mecanizado (PRACSES) de la Administración para el Sustento de Menores. De la búsqueda en nuestro registro de pagos recibidos se desprende que la información que antecede es correcta.

**Este estado de cumplimiento tendrá una vigencia de treinta (30) días desde la fecha de su emisión.**

2014111220141212114436

\*El Artículo 24 (13) de la Ley Orgánica de la Administración para el Sustento de Menores, 8 L.P.R.A. § 523 (13), establece la obligación que tiene el patrono o pagador para retener o remitir el ingreso de sus empleados conforme a una orden de retención y las penalidades que se le pueden imponer por no cumplir con su obligación.

Para validar la información contenida en este certificado, favor acceder a  
<http://www.pr.gov/validacionelectronica/>

EXHIBIT F-1

STATEMENT UNDER OATH IN COMPLIANCE WITH LAW 428  
[CORPORATIONS AND LIMITED LIABILITY COMPANIES]

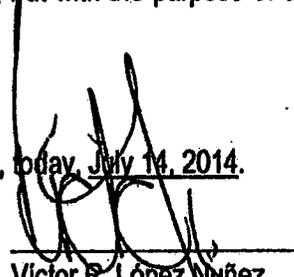
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY  
AFI-BP-14-37-PASEO  
PASEO PUERTA DE TIERRA  
MUNICIPALITY OF SAN JUAN

I, Victor R. López Núñez (first name, including last names), of legal age, married (marital status), engineer (profession), Vice-President of Operations (corporation position) of the corporation Omega Engineering, LLC (Corporation name, as Incorporation Certification), and resident of San Juan, Puerto Rico, under a formal oath, state:

1. My personal circumstances are as stated.
2. The employer identification number with the IRS is 66-0455637
3. My domicile and residence are in San Juan, Puerto Rico
4. My position is Vice-President of Operations of the corporation Omega Engineering, LLC
5. The corporation physical address is Cond. Miramar Plaza, 4<sup>th</sup> Floor, 954 Ponce de León Ave., San Juan, PR 00907 and the postal address is PO Box 363823, San Juan, PR 00936-3823.
6. Law 458 of December 20, 2000, as amended by Law 428 of September 22, 2004, demands that any natural or legal person that wants to do business with the Government of Puerto Rico, certify under oath has not been convicted or pleaded guilty of the offenses listed in Article 3 of the Act, as detailed:
  1. illegal appropriation, in all its forms;
  2. extortion,
  3. construction fraud,
  4. fraud in the execution of construction work,
  5. fraud in the delivery of things,
  6. undue interference in the procurement process, auction or government operations,
  7. bribery, in all its forms,
  8. aggravated bribery,
  9. bribery offer,
  10. undue influence,
  11. crimes against public funds,
  12. false written preparation,
  13. false written presentation,
  14. document falsification,
  15. possession and transfer of forged documents.

7. In order to meet with the above provisions, CERTIFY that I, nor in my personal capacity or as Vice-President of Operations of the corporation Omega Engineering, LLC nor the corporation Omega Engineering, LLC have been accused, convicted, nor have we been found guilty in any of the offenses listed in Article 3 of Act No. 458, supra, in Puerto Rico, the United States of America or any other Country under any legislative, judicial or administrative procedure. Nor are under administrative, judicial or legislative investigation by any offense listed under the Act referred to above.
8. I swear and endorse this affidavit with no intention to defraud, but with the purpose of the relevant authorities have knowledge of the facts.
9. I make this affidavit for legal purposes.
10. What I have said is the truth and nothing but the truth.

FOR THE RECORD, I sign this in the city of San Juan, Puerto Rico, today, July 14, 2014.

  
\_\_\_\_\_  
Victor R. López Nuñez  
689-14-7309

  
AFFIDAVIT NO. 1479

 Sworn and subscribed before me by Victor Rafael López Nuñez, of legal age, married and resident of San Juan, Puerto Rico, personally known to me in San Juan, Puerto Rico, in July 14, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC



**OMEGA ENGINEERING, LLC  
CERTIFICATE OF CORPORATE RESOLUTION**

The undersigned Secretary of OMEGA ENGINEERING, LLC (the "Corporation"), a corporation organized under the laws of the Commonwealth of Puerto Rico, does hereby certify as follows:

1. That the Corporation duly adopted the following resolution by unanimous written consent of its Sole Director:

"RESOLVED, that Víctor Rafael López Núñez (the "Authorized Representative"), as Vice-president of the Corporation, is hereby authorized and empowered on behalf of the Corporation to:

(a) Sign any contract document in the name of the Corporation for the project AFI-BP-15-05-PASEO, "Paseo Puerta de Tierra Ave. Muñoz Rivera Fase III & IV", located in Puerta de Tierra, San Juan, Puerto Rico, under such terms as the Authorized Representative deems proper and convenient.

(b) Execute any and all documents and instruments which may be necessary or required in connection with the transaction described above, as determined by the Authorized Representative, including, without limitation, any and all documents, instruments, agreements, contracts, notes, guaranties, and public deeds."

2. That the above resolutions have not in any way been modified, repealed or rescinded and that they are in full force and effect as of the date hereof.

WITNESS my hand and seal of the Corporation as of this 11 day of November, 2014.

[CORPORATE SEAL]

OMEGA ENGINEERING, LLC

By: \_\_\_\_\_

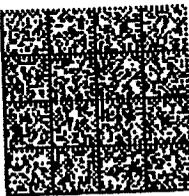
Name: Rebecca Rivera Rivera

Title: Secretary

Affidavit Number 902

Acknowledged and subscribed to before me by Rebecca Rivera Rivera, of legal age, married, accountant and resident of Guaynabo, Puerto Rico, in his capacity as Secretary of OMEGA ENGINEERING, LLC whom I personally know, in San Juan, Puerto Rico, this 11 day of November, 2014.

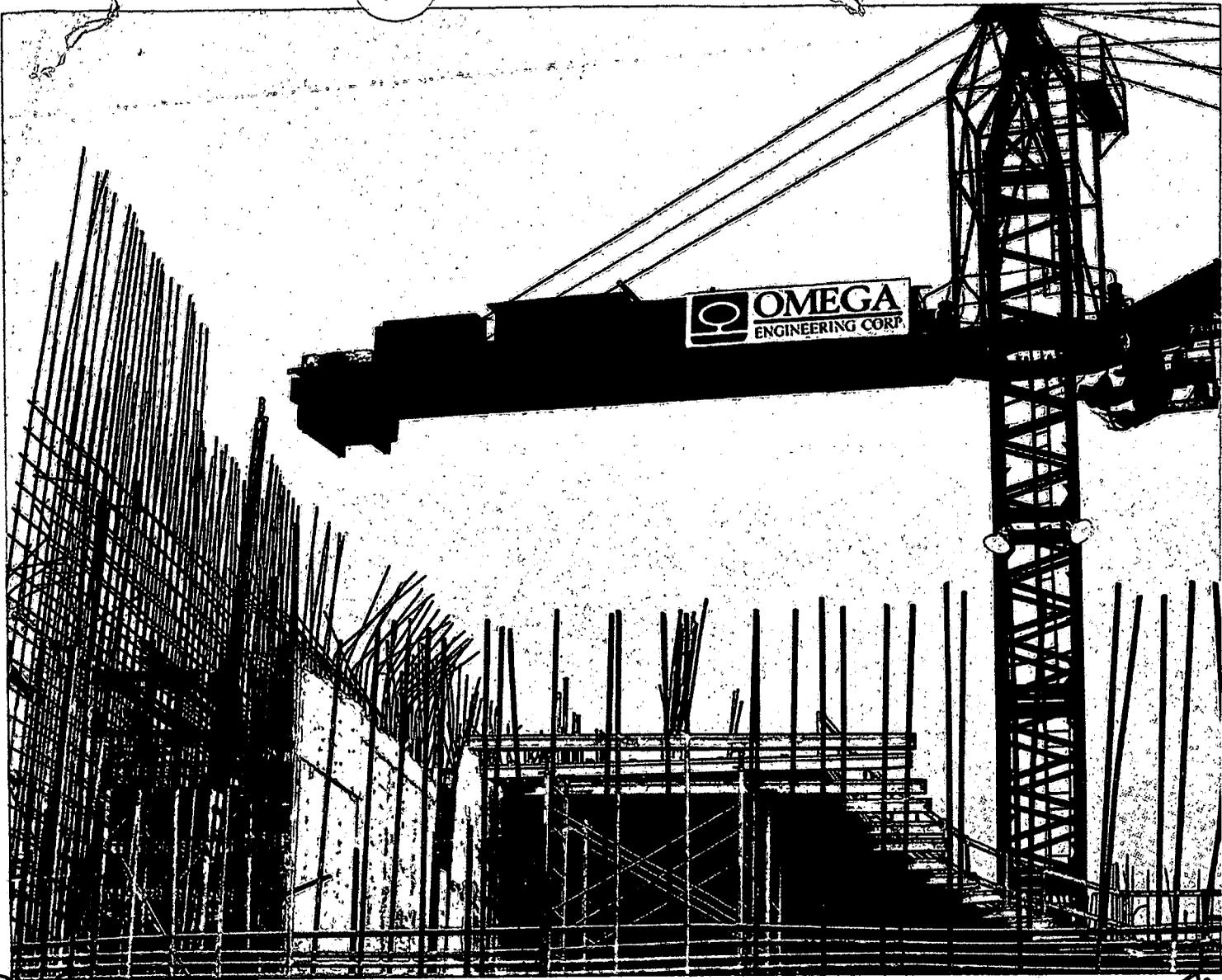
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\_\_\_\_\_  
NOTARY



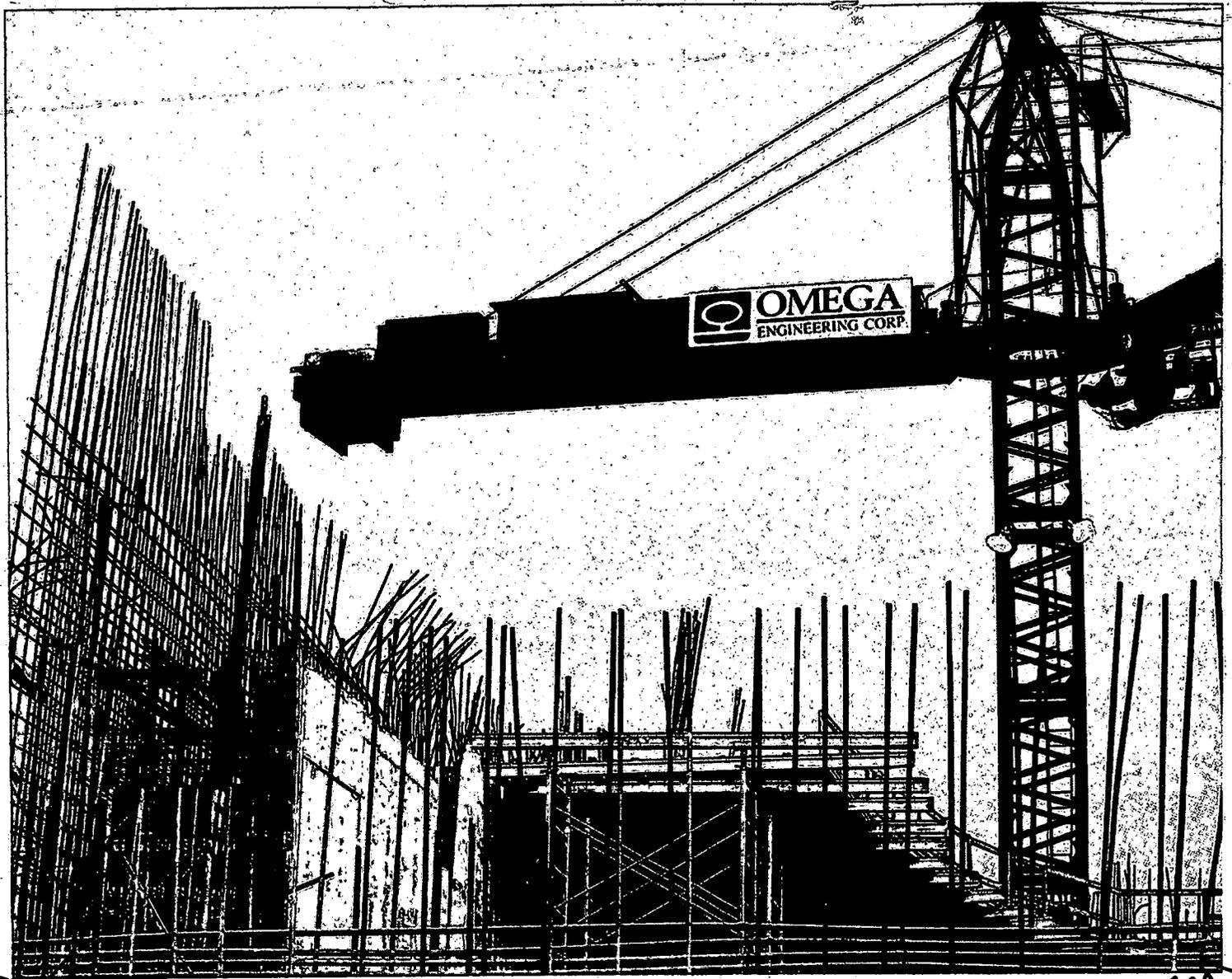
ORIGINAL



Puerto Rico Infrastructure Financing Authority

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV  
Municipality of San Juan



Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV



October 17, 2014

Ms. María L. Santiago Rivera  
President Board of Awards  
Puerto Rico Infrastructure Financing Authority  
World Plaza Building  
4th Floor, Suite 400  
268 Luis Muñoz Rivera Ave.  
Hato Rey, Puerto Rico 00918

Invitation for Bid  
Bid Number. AFI-BP-15-05-PASEO  
Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Pase IV  
Municipality of San Juan, Puerto Rico

Dear María L. Santiago Rivera:

In response to the Invitation for Bid AFI-BP-15-05-PASEO ("IFB") for agreements in connection with the provision of construction services for the following project: Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV. This Project includes two phases in which Phase III consists in the transformation of the area known as El Paseo de los Enamorados into a multipurpose area, with the construction of the new Terraza al Mar building of approximately 36,000 square feet featuring a concessionaire area with balconies and terraces distributed in two levels. Phase IV consists of the new construction of public pedestrian walkways, new bicycle lanes, and the revitalization of existing circulation areas, providing new infrastructure and open green areas that will improve the overall panoramic scenery of the ocean front view and promote the public enjoyment of one of the entrances to the iconic and historical city of El Viejo San Juan. The project is located along Muñoz Marín Avenue in Puerta de Tierra Ward within a sensitive archeological area. The new construction extends approximately two (2) kilometers and the proposed revitalization and new construction addresses a previously impacted area. The proposed project extends from the El Escambrón Beach entrance at the East, towards the Capitolio Buildig at the West. At the North, the limit is the Atlantic Ocean coast and at the South the inner sidewalk limit of the south public sidewalks along Muñoz Rivera Avenue . One of the project's main objectives is the creation of an outstanding tourist attraction, sensible to the surrounding ecology and archeological value, existing natural resources and the identity of the context and community of El Viejo San Juan.

The scope of work includes, but is not limited to, the following: construction of new public walkways, promenade, bicycle lane, new building, plazas, step ways, pedestrian cross walks, landscaping and urban furniture, among others. All of the work shall be performed in accordance with applicable building codes, requirements of authorities having jurisdiction, construction documents, drawings and technical specifications. Omega Engineering, LLC ("Omega") is proud to present our proposal in compliance with the requirements established for this process.

## CONSTRUCTION

Founded in 1980, Omega has enjoyed a trajectory of flawless execution in its thirty-four (34) years in the

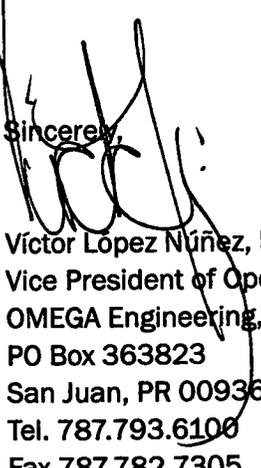


Construction Industry. With more than one (1) billion dollars awarded in Construction projects over this period, it has been involved in hundreds of projects of a wide variety ranging from Office buildings to Shopping centers and from Residential condominiums to Correctional facilities. Omega has been responsible for the timely and successful completion of some of the most prominent athletic and entertainment facilities on the island in the past decades. Projects such as the construction of the Coliseo de Puerto Rico Jose Miguel Agrelot, the Athletic Stadium for the Central American Games to be held in Mayaguez, the Roberto Clemente Stadium in Carolina have been unique facilities where Omega has successfully delivered General Contractor services. Omega has also worked with institutional projects such as the Fomento Headquarters, the UPPR Law School Annex building, the Mayaguez Athletic Stadium and the Bellas Artes Symphony Hall both built for AFI. Omega most recently performed construction and infrastructure conservation services for four (4) different schools as part of the Schools for the 21st Century program. These schools included: Purificación Rodríguez in Coamo, Francisco Zayas in Villalba, Federico Degetau in Aibonito and Manuel Martín Monserrate in Santa Isabel. Omega also performed work for the QZAB at the Julio Selles Solá School in San Juan. Recently, Omega also completed a state of the art community center know as the Kroc Center for the US Salvation Army. Located in Guayama, the facility includes various ammenities applicable to the project typology of this IFB.

## CONCLUSION

As you will see in the documents included herein, Omega has the experience and team of professionals necessary to provide the services under the terms and conditions set forth by AFI. All the members of this Team appreciate the opportunity and are very eager to participate in this project. We are very proud to present our Proposal in compliance with the requirements established in the IFB and hope it exceeds all your expectations.

Sincerely,

  
Víctor López Núñez, PE  
Vice President of Operations  
OMEGA Engineering, LLC  
PO Box 363823  
San Juan, PR 00936-3823  
Tel. 787.793.6100  
Fax 787.782.7305  
vlopez@omega-corp.net

**PROPOSAL CHECKLIST**

**Instructions:** Upon completion of RFP required documentation please, complete this check list to assure submission of individual items. Use this list to order the Proposal, prior to the binding and submission of the document. Proponent shall initiate in blue ink on the left side of each item confirming its inclusion in the Proposal.

Initials	ITEM No.	EXHIBIT No.	DOCUMENT DESCRIPTION
J.		-	One (1) original
J.		-	One (1) exact copy (stamped as Copy), and
J.		-	One (1) compact disk; with an exact electronic copy of the original Proposal.
J.	1.	-	Company Cover Page (including Contact information)
J.	2.	-	Proposal Checklist (Duly completed, initials and signed).
J.	3.	F	Proposal Security
J.	4.	A	Proposal Form (signed in blue ink).
J.	5.	-	Corporative Resolution - Document Identifying Proponent's Authorized Representative.
J.	6.	-	Certificate of Good Standing
J.	7.	-	Proponent's Eligibility Certificate (Issued by the General Service Administration ("Registro Unico de Licitadores de la Administración de Servicios Generales).
<b>Exhibits</b>			
J.	8.	B	Statement of the Proponent (The Proponent will acknowledge receipt of each Addendum in the Exhibit B.)
J.	9.	D	Eligibility Affidavit
J.	10.	E	Non-Collusive Affidavit
J.	11.	H	Scope of Work
<b>Other Documents</b>			
J.	12.	-	<i>Landscaping Services:</i> Landscaping Company - Qualified Project Manager License and Certification.
J.	13.	-	<i>Archaeological Services:</i> Qualified Archaeologist evidence of "ICP-Consejo de Arqueología Terrestre" authorization to perform Phase III Studies.

Initials	ITEM No.	EXHIBIT No.	DOCUMENT DESCRIPTION
J.	14.	-	Statement of Project Understanding (SPU)
<b>Financial Requirements</b>			
J.	15.	-	Certificate issued by a Surety Agency for a Bonding Capacity of \$14M
J.	16.	-	Audited Financial Statements, by a Certified Public Accountant of the two (2) most recent years.
J/A	17.	-	Compilation Report, by a Certified Public Accountant, if applicable.
N/A	18.	-	Letter from Parent Company, if applicable.
N/A	19.	-	Shareholders Financial Statements & Explanation Letter, if applicable.
J.	20.	-	Two (2) Letters of Potential Lenders, Underwriters or other Providers ("Financing Parties").
J.	21.	-	Letter informing of bankruptcy filed, any litigation or legal dispute regarding a real estate venture or construction related during the last five (5) years, involving any Proponent's Team Member, if applicable.
CM	J.	22.	Letter explaining any Material Changes in the Proponent's Financial Condition, if applicable.

Víctor R. López Núñez

Name

Sign

October 27, 2014

Date

**EXHIBIT F**  
**PORPOSAL SECURITY**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

KNOW ALL MEN BY THESE PRESENTS:

That we, OMEGA ENGINEERING, LLC, as Principal (the "Principal"),  
and TRAVELERS CASUALTY AND SURETY COMPANY

as Surety (collectively with the Principal, the "Obligors"), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, its successors and assigns, as Obligee (collectively, the "Obligee"), in the full and just amount of FIVE PERCENT (5%) OF THE BID AMOUNT Dollars (\$-----) for the payment in lawful money of the United States, of which sum well and truly to be made, the Obligors bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying proposal dated for

"PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III & PHASE IV. BID NO. AFI-BP-15-05-PASEO."

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 14TH day of OCTOBER, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

Instructions to Proponents  
AFI-BP-15-05-PASEO  
Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV  
Municipality of San Juan, Puerto Rico  
Issued Date: September 22, 2014  
Page 63 of 65

Attest:

\_\_\_\_\_

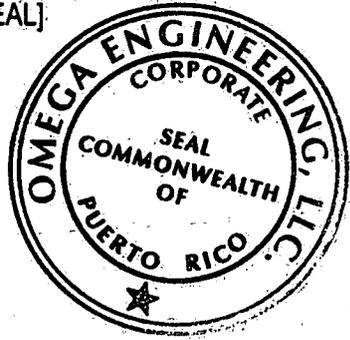
[CORPORATE SEAL]

Attest:

H.H. Olivo

[CORPORATE SEAL]

DM



Principal: OMEGA ENGINEERING, LLC  
[NAME OF PROPONENT]

By: [Signature]  
Name: Victor R. Lopez  
Title: V.P.

Surety: TRAVELERS CASUALTY AND SURETY COMPANY

By: [Signature]  
Name: XAVIER SANTIAGO RIVERA  
Title: ATTORNEY IN FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216697

Certificate No. 005733947

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carlos R. Irizarry, Duhamel Iglesias Cacho, and Javier Santiago Rivera

of the City of Guaynabo, State of Puerto Rico, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15TH day of OCTOBER, 20 14

**WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER**

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT A  
PROPOSAL FORM

AFI-BP-15-05-PASEO  
PUERTO RICO INFRASTRUCTURA FINANCING AUTHORITY (PRIFA)  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO

From: Omega Engineering, LLC (Name of Proponent)  
Victor R. López Núñez (Name of Authorized Representative)  
PO Box 363823 (Mailing Address)  
SJ, PR 00936-3823

1. Base Proposal Price:

1.1 Proponent proposes to perform all the work described herein as part of the Base Proposal for the fixed lump sum amount of:

ELEVEN MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS 11,235,000.00  
Words Dollars

2. Alternate for Landscaping Maintenance Services

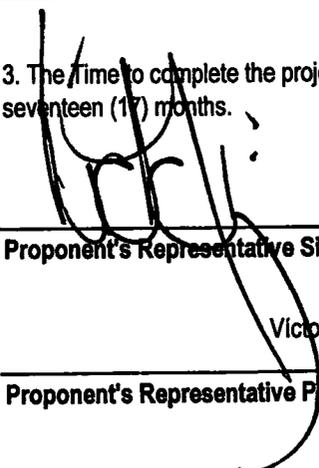
2.1 For a period of six (6) months: Proponent proposes to perform all the works described in the Alternate 1 for the monthly fixed lump sum amount of:

THIRTY EIGHT THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND SIXTY CENTS 38,841.60  
Words Dollars

2.2 For a period of twelve (12) months: Proponent proposes to perform all the works described in the Alternate 2 for the monthly lump sum amount of:

SIXTY NINE THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS AND FORTY CENTS 69,686.40  
Words Dollars

3. The Time to complete the project from Notice to Proceed (NTP) to Substantial Completion is **five hundred and ten (510) calendar days, seventeen (17) months.**

  
Proponent's Representative Signature

21-Oct-14  
Date

Victor R. López Núñez  
Proponent's Representative Printed Name

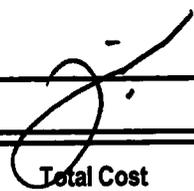
AM  


Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
1	Phase III: Terraza al Mar				
1.1	Off-Site				
1.1.1	Earthwork				
1.1.1.1	Unclassified Excavation	33	CuM	6,204.03	204,732.84
1.1.1.2	Removal Structures & Obstructions	1	LS	1,327.56	1,327.56
1.1.1.3	Class "B" Borrow	483	CuM	15.77	7,618.38
<b>Sub-Total:</b>					<b>213,678.78</b>
1.1.2	Soil Erosion and Water Pollution Control				
1.1.2.1	Construction Entrance / Exit	1	Each	837.29	837.29
1.1.2.2	Straw Bales	8	Each	25.63	205.05
1.1.2.3	Silt Fence	1,730	LnM	3.61	6,250.07
<b>Sub-Total:</b>					<b>7,292.41</b>
1.1.3	Roadway				
1.1.3.1	Sub-base Course	153	CuM	15.77	2,413.28
1.1.3.2	Aggregate Base Course	39	CuM	14.46	563.89
1.1.3.3	Portland Cement Concrete Sidewalk	817	SqM	35.37	28,888.34
1.1.3.4	Concrete Curb, Type "D"	759	LnM	76.11	57,743.81
1.1.3.5	Field & Laboratory Office Type 2	19	Mths	1,307.50	24,842.55
1.1.3.6	Seeding (With Mulch)		Units		
1.1.3.7	Cleaning & Repair of Storm Sewers		LnM	INCLUDED	
1.1.3.8	Construction Signs	9	SqM	284.23	2,643.30
1.1.3.9	Drums	67	Each	63.29	4,240.32
1.1.3.10	Temporary Pavement Marking	729	LnM	4.31	3,145.41
1.1.3.11	Temporary Concrete Barrier	346	LnM	107.81	37,296.68
1.1.3.12	Flashing Arrow	460	Days	43.48	20,000.00
1.1.3.13	Furnishing & Placing Loamy Topsoil	776	CuM	42.06	32,639.69

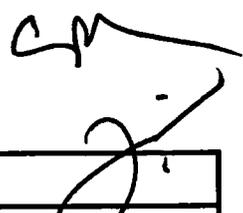
*CM*  


Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
1.1.3.14	Toxic Material Removal (Lead Base Paint & Asbestos)		F.A.	INCLUDED	
1.1.3.15	Project ID Signs	2	Each	1,741.61	3,483.21
<b>Sub-Total:</b>					<b>217,900.48</b>
<b>1.1.4</b>	<b>Asphalt Pavements</b>				
1.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1	122	Tons	135.39	16,473.63
1.1.4.2	Hot Plant-Mix Bituminous Leveling mix L-2	147	Tons	135.38	19,910.84
1.1.4.3	Hot Plant-Mix Bituminous Pavement mix B-1	97	Tons	135.39	13,102.14
1.1.4.4	Cold Milling Bituminous Pavement	160	CuM	45.44	7,251.66
1.1.4.5	Full Depth Removal of Bituminous Concrete Pavement	145	CuM	141.48	20,486.56
<b>Sub-Total:</b>					<b>77,224.84</b>
<b>1.1.5</b>	<b>Drainage System</b>				
1.1.5.1	Type 4 Inlet	15	Each	6,572.10	98,581.54
1.1.5.2	Type A Manhole	2	Each	6,572.10	13,144.21
1.1.5.3	18 inch Reinforced Concrete Pipe, Class IV	356	LnM	164.30	58,491.72
1.1.5.4	Trench Excavation, Unclassified	1,219	CuM	26.29	32,045.57
1.1.5.5	Existing Catch Basin convert to MH		Each	INCLUDED	
1.1.5.6	Exist. MH to Capped at Subgrade		Each	INCLUDED	
1.1.5.7	Existing Catch Basin to be Demolished	6	Each	1,051.54	6,309.22
1.1.5.8	Exist. MH to be Demolished	3	Each	1,051.54	3,154.61
<b>Sub-Total:</b>					<b>211,726.87</b>
<b>1.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>				
1.1.6.1	Thermoplastic Pavement Marking - White	365	LnM	4.31	1,572.05
1.1.6.2	Thermoplastic Pavement Marking - Yellow	365	LnM	4.31	1,573.36
1.1.6.3	Existing Signs to be Removed	8	Each	13.14	105.15
1.1.6.4	Traffic Sign Assembly, Code 10	5	Each	275.50	1,377.51
1.1.6.5	Traffic Sign Assembly, Code 11	5	Each	469.77	2,348.87

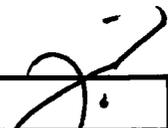
*AM*  


Table 1: Base Proposal Price						Initials: 
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>Sub-Total:</b>					<b>6,976.94</b>	
<b>1.1.7</b>	<b>PRASA Utilities - Water</b>					
1.1.7.1	Valves Adjustment	1	Each	1,051.54	1,051.54	
1.1.7.2	New 3/4" Water Meter	3	Each	525.77	1,577.30	
1.1.7.3	3/4" Cu Type K Water Line	70	LnM	65.72	4,600.47	
1.1.7.4	1 1/2" Cu Type K Water Line	10	LnM	39.43	394.33	
1.1.7.5	2" Cu Type K Water Line	100	LnM	157.73	15,773.05	
1.1.7.6	Fire Hydrant (PR Type)	1	Each	1,708.75	1,708.75	
1.1.7.7	6" diam. Gate Valve	1	Each	13,829.02	13,829.02	
1.1.7.8	6" diam. Ductile Iron Pipe	5	LnM	144.59	722.93	
<b>Sub-Total:</b>					<b>39,657.38</b>	
<b>1.1.8</b>	<b>PRASA Utilities - Sanitary Sewer</b>					
1.1.8.1	New Sanitary Manhole (w/ drop)	1	Each	7,886.52	7,886.52	
1.1.8.2	3" PVC Pipe (force line)	160	Each	43.38	6,940.14	
1.1.8.3	8" PVC Pipe (gravity line)	200	Each	55.21	11,041.13	
<b>Sub-Total:</b>					<b>25,867.80</b>	
<b>1.1.9</b>	<b>Lighting System</b>					
1.1.9.1	Existing lighting Poles & Luminaries to be Removed	9	Each	548.81	4,939.33	
1.1.9.2	DAE Model tronic w/ One 250W MH at 9000 MM	10	Each	7,589.35	75,893.52	
1.1.9.3	Splice box per PREPA STD STL-9B & STL-9C	14	Each	360.51	5,047.14	
1.1.9.4	Concrete Block per PRHTA Anti-theft Cable Protection	22	Each	232.91	5,123.94	
1.1.9.5	2" PVC SCH-40 Conduit Concrete Encased	23	LnM	45.34	1,042.84	
1.1.9.6	2" PVC SCH-40 Conduit Sand Encased	998	LnM	35.92	35,847.99	
1.1.9.7	#4 AMG Cu XHHW, XLP, 600V Stranded Cable 90 deg.	1,152	LnM	4.47	5,151.85	
1.1.9.8	25 kVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation	1	LnM	13,004.96	13,004.96	
1.1.9.9	Lighting System Lump Sum		Each			

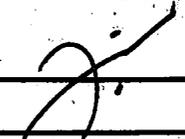
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Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
					<b>Sub-Total:</b>	<b>146,051.58</b>
<b>1.1:10</b>	<b>Telecommunications Utilities</b>					
1.1.10.1	4" diam. PVC Pipe (Concrete Encased)	378	LnM	42.30	15,989.40	
1.1.10.2	2" diam. PVC Pipe (Concrete Encased)	378	LnM	31.29	11,828.64	
1.1.10.3	(7'-0" x 4'-6" x 4'-0") Telecommunications S.B.	2	Each	4,006.99	8,013.99	
					<b>Sub-Total:</b>	<b>35,832.03</b>
					<b>Off-Site Sub-Total:</b>	<b>982,209.11</b>
<b>1.2</b>	<b>Site</b>					
1.2.1	Clearing and Grubbing	1	LS	1,971.63	1,971.63	
1.2.2	Earth Cut to Waste Disposal	2,047	CM	6.13	12,555.28	
1.2.3	Furnishing, Placing and Compaction of Selected Material	2,047	CM	1.51	3,094.21	
1.2.4	Final Grading Preparation	31,348	SM	0.41	12,819.54	
1.2.5	Demolition Structures	185	CY	154.10	28,465.09	
1.2.6	Concrete Slab	115	CY	251.20	28,888.34	
1.2.7	Curb & Cross Gutters	263	CY	7.89	2,074.16	
1.2.8	Storm Sewer Catch Basins (6ft depth)	0	LS	0.00	-	
1.2.9	Storm Sewer Pipe (18" dis.)	567	LS	26.29	14,905.53	
					<b>Site Sub-Total:</b>	<b>104,773.78</b>
<b>1.3</b>	<b>Structure</b>					
<b>1.3.1</b>	<b>Concrete</b>					
1.3.1.1	Footings	579	CY	171.26	99,160.69	
1.3.1.2	Ret. Wall	571	CY	293.83	167,776.29	
1.3.1.3	Slab on Grade	419	CY	234.22	98,138.91	
1.3.1.4	Parapet	108	CY	366.73	39,607.24	
1.3.1.5	PT Slab	649	CY	336.22	218,209.46	
1.3.1.6	Wall	386	CY	298.74	115,314.44	
1.3.1.7	Columns	23	CY	539.16	12,503.21	

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Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
1.3.1.8	Pergola	77	CY	397.91	30,535.62
1.3.1.9	Cistern	53	CY	396.39	21,008.53
<b>Sub-Total:</b>					<b>802,254.39</b>
<b>1.3.2</b>	<b>Rebar</b>				
1.3.2.1	Footings	57,900	LBS	0.84	48,911.32
1.3.2.2	Ret. Wall	77,532	LBS	0.84	65,493.52
1.3.2.3	Slab on Grade	42,516	LBS	0.84	35,913.45
1.3.2.4	Parapet	10,800	LBS	0.84	9,122.98
1.3.2.5	PT Slab	84,370	LBS	0.84	71,268.70
1.3.2.6	Wall	54,040	LBS	0.84	45,648.68
1.3.2.7	Columns	4,638	LBS	0.84	3,916.80
1.3.2.8	Pergola	2,846	LBS	0.84	2,404.41
1.3.2.9	Cistern	7,437	LBS	0.84	6,280.66
<b>Sub-Total:</b>					<b>288,960.52</b>
<b>1.3.3</b>	<b>PT Strand</b>				
1.3.3.1	PT Strand	19,278	LBS	2.68	51,748.74
<b>Sub-Total:</b>					<b>51,748.74</b>
<b>1.3.4</b>	<b>Piles</b>				
1.3.4.1	12' Dia. PC Piles (50T)	17,080	FT	37.69	643,671.76
1.3.4.2	Compresion Load Pile Test	4	EA	15,773.05	63,092.19
1.3.4.3	Slab on Grade		EA	INCLUDED	
1.3.4.4	Parapet	57	EA	403.53	23,001.05
<b>Sub-Total:</b>					<b>729,765.00</b>
<b>Structure Sub-Total:</b>					<b>1,872,728.65</b>

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Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
<b>1.4 Architecture</b>					
<b>1.4.1 Exterior</b>					
1.4.1.1	Bollards	0	EA	0.00	-
1.4.1.2	Bicycle Racks	6	EA	913.96	5,483.76
1.4.1.3	Pavers	10,864	SF	21.66	235,262.88
1.4.1.4	Trench Drain	200	LF	78.87	15,773.05
1.4.1.5	Landscape	36,000	SF	7.67	276,238.63
<b>Sub-Total:</b>					<b>532,758.32</b>
<b>1.4.2 Metals</b>					
1.4.2.1	Corten Walls	58	LF	1,310.55	76,011.63
1.4.2.2	Railings	77	LF	80.86	6,226.41
1.4.2.3	Expansion Control	60	LF	3.29	197.16
<b>Sub-Total:</b>					<b>82,435.20</b>
<b>1.4.3 Thermal &amp; Moisture Protection</b>					
1.4.3.1	Waterproofing	1	SF	7,925.96	7,925.96
1.4.3.2	Weather Barriers	0	SF	0.00	-
1.4.3.3	Membrane Roofing	1	SF	45,510.50	45,510.50
<b>Sub-Total:</b>					<b>53,436.45</b>
<b>1.4.4 Openings</b>					
1.4.4.1	Fiberglass Gratings	1,206	SF	50.16	60,489.64
1.4.4.2	Metal Doors and Frames	1	LS	7,097.87	7,097.87
1.4.4.3	Access Doors	1	LS	1,577.30	1,577.30
1.4.4.4	Sliding Glass Doors	1	LS	77,270.84	77,270.84
1.4.4.5	Glass Glazing	2,135	SF	70.94	151,463.31
1.4.4.6	Door Hardware	1	LS	1,702.17	1,702.17
1.4.4.7	Gratings Gates	1,922	SF	32.78	63,008.07
<b>Sub-Total:</b>					<b>362,609.21</b>

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Table 1: Base Proposal Price					Initials: <i>[Signature]</i>	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>1.4.5</b>	<b>Finishes</b>					
1.4.5.1	Cement Plastering	34,457	SF	2.63	90,581.98	
1.4.5.2	Painting	34,457	SF	0.57	19,474.46	
<b>Sub-Total:</b>					<b>110,056.44</b>	
<b>Architectural Sub-Total:</b>					<b>1,141,295.62</b>	
<b>1.5</b>	<b>Electrical</b>					
1.5.1	Primary Feeders	1	LS	46,555.54	46,555.54	
1.5.2	Pull Boxes	1	LS	21,737.94	21,737.94	
1.5.3	Pad Mounted Transformer	1	LS	26,440.07	26,440.07	
1.5.4	Secondary Feeders	1	LS	76,875.25	76,875.25	
1.5.5	Branch Circuit Wiring	1	LS	46,815.58	46,815.58	
1.5.6	Panel Boards	1	LS	3,093.79	3,093.79	
1.5.7	Electrical Equipment	1	LS	81,220.58	81,220.58	
1.5.8	Wiring Devices	1	LS	1,466.85	1,466.85	
1.5.9	Lighting Fixtures	1	LS	618,561.07	618,561.07	
1.5.10	Telecommunications	1	LS	10,201.28	10,201.28	
<b>Electrical Sub-Total:</b>					<b>932,967.94</b>	
<b>1.6</b>	<b>Mechanical</b>					
1.6.1	Plumbing System - Rough in Water	36,000	SF	1.09	39,391.87	
1.6.2	Plumbing System - Rough in Sanitary	36,000	SF	0.12	4,274.50	
1.6.3	Plumbing System - Storm Water	1	LS	54,054.23	54,054.23	
1.6.4	Stormwater Harvesting System	1	LS	94,743.44	94,743.44	
1.6.5	Irrigation System	1	LS	13,407.09	13,407.09	
1.6.6	Water Pond System	1	LS	158,035.42	158,035.42	
<b>Mechanical Sub-Total:</b>					<b>363,906.54</b>	
<b>Phase III: Terraza al Mar Total:</b>					<b>5,397,881.65</b>	

Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
2	Phase IV: Litoral Norte Muñoz Rivera				
2.1	Site				
2.1.1	Earthwork				
2.1.1.1	Unclassified Excavation	32	CuM	30.23	967.41
2.1.1.2	Removal Structures & Obstructions	1	LS	977.93	977.93
2.1.1.3	Class "D" Borrow	3	CuM	15.77	47.32
<b>Sub-Total:</b>					<b>1,992.66</b>
2.1.2	Soil Erosion and Water Pollution Control				
2.1.2.1	Construction Entrance / Exit	1	Each	837.29	837.29
2.1.2.2	Straw Bales	212	Each	25.63	5,433.81
<b>Sub-Total:</b>					<b>6,271.10</b>
2.1.3	Roadway				
2.1.3.1	Portland Cement Concrete Sidewalk	2,457	SqM	35.37	86,916.06
2.1.3.2	Concrete Curb, Type "D"	8,307	LnM	37.89	314,753.78
2.1.3.3	Field & Laboratory Office Type 2	19	Mths	844.00	16,035.93
2.1.3.4	Seeding (With Mulch)		Units		
2.1.3.5	Cleaning & Repair of Storm Sewers		LnM	<u>INCLUDED</u>	
2.1.3.6	Construction Signs	14	SqM	347.29	4,862.04
2.1.3.7	Drums	218	Each	63.29	13,797.47
2.1.3.8	Temporary Pavement Marking	241	LnM	37.55	9,049.79
2.1.3.9	Temporary Concrete Barrier	957	LnM	97.44	93,258.14
2.1.3.10	Furnishing & Placing Loamy Topsoil	464	CuM	42.06	19,516.52
2.1.3.11	Toxic Material Removal (Lead Base Paint & Asbestos)	1	F.A.	38,407.37	38,407.37
2.1.3.12	Project ID Signs	2	Each	1,741.61	3,483.21
<b>Sub-Total:</b>					<b>600,080.32</b>

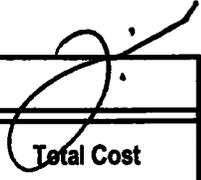
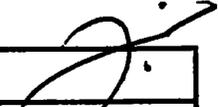
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Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
<b>2.1.4</b>	<b>Asphalt Pavements</b>				
2.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1	1,582	Tons	135.39	214,112.54
2.1.4.2	Cold Milling Bituminous Pavement	10,163	CuM	3.18	32,326.86
<b>Sub-Total:</b>					<b>246,439.40</b>
<b>2.1.5</b>	<b>Drainage System</b>				
2.1.5.1	Type 1 Inlet	49	Each	5,914.89	289,829.74
2.1.5.2	Type 4 Inlet	2	Each	5,914.89	11,829.79
2.1.5.3	18 inch Reinforced Concrete Pipe, Class III	966	LnM	151.16	146,018.98
2.1.5.4	24 inch Reinforced Concrete Pipe, Class III	0	LnM	0.00	-
2.1.5.5	Trench Excavation, Unclassified	1,778	CuM	21.03	37,392.64
2.1.5.6	Existing Inlets to be Demolished	4	Each	394.33	1,577.30
2.1.5.7	Existing Pipes to be Removed	4	Each	262.88	1,051.54
<b>Sub-Total:</b>					<b>487,699.99</b>
<b>2.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>				
2.1.6.1	Thermoplastic Pavement Marking - White	2,197	LnM	4.31	9,469.09
2.1.6.2	Thermoplastic Pavement Marking - Yellow	2,589	LnM	4.31	11,155.49
2.1.6.3	Prefomed Plastic Pavement Marking Symbols	68	Each	19.72	1,340.71
2.1.6.4	Existing Signs to be Removed	14	Each	13.14	184.02
2.1.6.5	Traffic Sign Assembly, Codes 36,37	2	Each	481.08	962.16
2.1.6.6	Traffic Sign Assembly, Codes 38,39	2	Each	494.22	988.44
2.1.6.7	Traffic Sign Assembly, Code 40	1	Each	316.78	316.78
2.1.6.8	Traffic Sign Assembly, Codes 41	1	Each	286.54	286.54
2.1.6.9	Traffic Sign Assembly, Code 42	1	Each	584.92	584.92
2.1.6.10	Traffic Sign Assembly, Codes 34	16	Each	464.81	7,436.99
2.1.6.11	Traffic Sign Assembly, Codes 35	20	Each	551.27	11,025.36
<b>Sub-Total:</b>					<b>43,750.49</b>

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Table 1: Base Proposal Price					Initials: 	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>2.1.7</b>	<b>PRASA Utilities - Water &amp; Sanitary Sewer</b>					
2.1.7.1	Valves Adjustment	4	Each	131.44	525.77	
2.1.7.2	Water Meter Adjustment	10	Each	234.23	2,342.30	
2.1.7.3	2" Water Meter	2	Each	328.61	657.21	
2.1.7.4	2" Dia. PVC SCH-40 Pipe	0	LnM	0.00	-	
2.1.7.5	Fire Hydrant Adjustment	2	Each	3,548.94	7,097.87	
2.1.7.6	Sanitary Sewer Adjustent	1	Each	1,314.42	1,314.42	
<b>Sub-Total:</b>					<b>11,937.57</b>	
<b>2.1.8</b>	<b>Lighting System</b>					
2.1.8.1	Existing Lighting Poles & luminaries to be Removed	37	Each	548.00	20,275.98	
2.1.8.2	DAE Model Tronic w/ One 250W MH	38	Each	7,724.65	293,536.64	
2.1.8.3	5080 MM Hight Tronic Colum w/ 70W MH al 4700 MM AFF	18	Each	7,414.52	133,461.37	
2.1.8.4	Splice Box per PREPA STD STL-9B & STL-9C	56	Each	359.97	20,158.57	
2.1.8.5	Concrete Block per PRHTA Anti-theft Cable Protection	105	Each	232.56	24,418.84	
2.1.8.6	2" PVC SCH-40 Conduit Concrete Encased	185	LnM	45.27	8,375.63	
2.1.8.7	2" PVC SCH-40 Conduit Sand Encased	3,470	LnM	35.87	124,456.60	
2.1.8.8	#4 AMG Cu XHHW, XLP, 600V Stranded Cable 90 deg.	9,150	LnM	4.47	40,858.82	
2.1.8.9	#4 AMG Cu XHHW, XLP, 600V Standard Cable 90 deg.		LnM			
2.1.8.10	25 KVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation	1	Each	12,985.63	12,985.63	
<b>Sub-Total:</b>					<b>678,528.07</b>	

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Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
<b>2.1.9</b>	<b>Traffic Signal System</b>				
2.1.9.1	4" Dia. PVC SCH-40 Conduits	100	LnM	54.54	5,453.80
2.1.9.2	30" x 30" Pull Box	5	Each	2,656.76	13,283.81
2.1.9.3	Local Traffic Signal Controler Assembly TS2 Type	0	Each	0.00	-
2.1.9.4	Standard traffic Signal Head Type 3-S-V Mast arm Mounted	0	Each	0.00	-
2.1.9.5	Audible Pedestrian Signal Push Buttom Station Detector	0	Each	0.00	-
2.1.9.6	Pedestrian Signal Head Type P-18-16 Countdown LED	0	Each	0.00	-
2.1.9.7	Pedestrian Signal Post 10 Feet	0	Each	0.00	-
2.1.9.8	Traffic Signal Support Single mast Arm Type 20', Steel Galv.	0	Each	0.00	-
2.1.9.9	Video Detection Camera	0	Each	0.00	-
2.1.9.10	Wireless,Communication System	0	LS	0.00	-
2.1.9.11	Video-Communication Module	0	Each	0.00	-
2.1.9.12	Electrical Conductor No. 14 RHH AWG. 3C	0	LnM	0.00	-
2.1.9.13	Electrical Conductor No. 14 RHH AWG. 4C	0	LnM	0.00	-
2.1.9.14	Electrical Conductor No. 14 RHH AWG. 5C	0	LnM	0.00	-
2.1.9.15	Camera Support Pole for Mounting Brackets	0	Each	0.00	-
2.1.9.16	Video Detection System Program & Software	0	Each	0.00	-
2.1.9.17	Surge Suppresor for Videio Detection Cameras	0	LnM	0.00	-
2.1.9.18	Coaxial and Power Cable	0	LnM	0.00	-
2.1.9.19	Malfuction Maintenance Unit	0	Each	0.00	-
2.1.9.20	Monitoring System Software	0	LS	0.00	-
2.1.9.21	Inverter/Charger/Controller	0	Each	0.00	-
2.1.9.22	Battery Backup	0	Each	0.00	-
2.1.9.23	Transfer relay	0	Each	0.00	-

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Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
2.1.9.24	Video Image Processor	0	Each	0.00	-
2.1.9.25	9-Port Ethernet Switch Devices	0	Each	0.00	-
2.1.9.26	Traffic Count Adjustment & Fine Tuning	0	LS	0.00	-
2.1.9.27	Manual By Pass Switch	0	Each	0.00	-
2.1.9.28	TSBBS Cabinet (w/ anti-theft protection)	0	Each	0.00	-
<b>Sub-Total:</b>					<b>18,737.60</b>
<b>Site Sub-Total:</b>					<b>2,095,437.20</b>
<b>2.2 Site Demolition</b>					
2.2.1	Clearing and Grubbing	1	LS	1,971.63	1,971.63
2.2.2	Earth Cut to Waste Disposal	320	CM	6.37	2,036.04
2.2.3	Furnishing, Placing and Compaction of Selected Material	320	CM	1.51	483.71
2.2.4	Final Grading Preparation	3,540	SM	2.83	10,015.88
2.2.5	Demolition Structures	115	CY	177.45	20,476.04
2.2.6	Concrete Slab	624	CY	144.44	90,124.56
2.2.7	Curb & Cross Gutters	183	CY	164.78	30,155.44
2.2.8	Storm Sewer Catch Basins (6ft depth)		LS	INLCUDED	
2.2.9	Storm Sewer Pipe (18" dis.)		LS	INCLUDED	
<b>Site Demolition Sub-Total:</b>					<b>155,263.30</b>
<b>2.3 Structure</b>					
<b>2.3.1 Concrete</b>					
2.3.1.1	Footings	0	CY	0.00	-
2.3.1.2	Ret. Wall	0	CY	0.00	-
2.3.1.3	Cast-In Place Curb	83	CY	485.37	40,285.72
2.3.1.4	Slab on Grade	587	CY	239.30	140,466.83
2.3.1.5	Parapet	131	CY	317.96	41,652.14
2.3.1.6	Portico	1,012	SF	8.96	9,063.51

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Table 1: Base Proposal Price					Initials: 	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
					<b>Sub-Total:</b>	<b>231,468.19</b>
<b>2.3.2</b>	<b>Rebar</b>					
2.3.2.1	Footings	0	LBS	0.00	-	
2.3.2.2	Ret. Wall	0	LBS	0.00	-	
2.3.2.3	Cast-In Place Curb	8,715	LBS	0.84	7,361.91	
2.3.2.4	Slab on Grade	57,321	LBS	0.84	48,419.36	
2.3.2.5	Portico	13,100	LBS	0.89	11,620.65	
2.3.2.6	Parapet	8,400	LBS	0.44	3,691.09	
					<b>Sub-Total:</b>	<b>71,093.00</b>
					<b>Structure Sub-Total:</b>	<b>302,561.19</b>
<b>2.4</b>	<b>Architecture</b>					
<b>2.4.1</b>	<b>Furniture</b>					
2.4.1.1	Bicycle Racks (Modelo Raval de Escofet)	53	EA	1,060.09	56,184.91	
2.4.1.2	Pre-Cast Bench 4'-0"	220	EA	383.15	84,293.79	
2.4.1.3	Pre-Cast Bench 8'-0"	76	EA	573.74	43,604.59	
2.4.1.4	Pre-Cast Step	9	EA	2,913.49	26,221.38	
2.4.1.5	Pre-Cast Step (Single)	51	EA	248.09	12,652.61	
2.4.1.6	Pre-Cast Planter	31	EA	573.77	17,786.74	
2.4.1.7	Pre-Cast Ledge	48	EA	159.70	7,665.70	
2.4.1.8	Zafacones (Modelo Rampolla de Escofet)	25	EA	2,630.84	65,770.98	
					<b>Sub-Total:</b>	<b>314,180.70</b>
<b>2.4.2</b>	<b>Lighting</b>					
2.4.2.1	Bollards (Modelo Silvia-28" de Design Plan)	43	EA	960.07	41,283.04	
2.4.2.2	Bollards (Modelo Mini-Silvia-10" de Design Plan)	57	EA	836.37	47,673.20	
2.4.2.3	Floor Lighting (LumenFacade Inground 4' de LumenPulse)	8	EA	769.34	6,154.74	
2.4.2.4	Solar Lighting (Modelo Lumen 2 de ECO:D)	49	EA	5,112.22	250,498.79	
2.4.2.5	Inground Lighting	27	EA	1,951.61	52,693.57	

*AM*

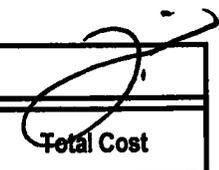
*[Signature]*

Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
<b>Sub-Total:</b>					<b>398,303.34</b>
<b>2.4.3</b>	<b>Metals</b>				
2.4.3.1	Railings	933	LF	216.48	201,980.44
2.4.3.2	Expansion Control	0	LF	0.00	-
<b>Sub-Total:</b>					<b>201,980.44</b>
<b>2.4.4</b>	<b>Thermal &amp; Moisture Protection</b>				
2.4.4.1	Weather Barriers	0	SF	0.00	-
<b>Sub-Total:</b>					<b>-</b>
<b>2.4.5</b>	<b>Finishes</b>				
2.4.5.1	Volcanic Tile (Multipisos)	13,496	SF	21.66	292,258.79
2.4.5.2	Exposed Aggregate	43,427	SF	9.37	406,990.62
<b>Sub-Total:</b>					<b>699,249.41</b>
<b>Architecture Sub-Total:</b>					<b>1,613,713.88</b>
<b>2.5</b>	<b>Electrical</b>				
2.5.1	Secondary Feeders	1	LS	125,252.84	125,252.84
2.5.2	Pull Boxes	1	LS	29,371.91	29,371.91
2.5.3	Branch Circuit Wiring	1	LS	1,928.72	1,928.72
2.5.4	Panelboards	1	LS	3,622.07	3,622.07
2.5.5	Lighting Fixtures	1	LS	110,105.30	110,105.30
<b>Electrical Sub-Total:</b>					<b>270,280.84</b>
<b>2.6</b>	<b>Plumbing</b>				
2.6.1	2" Water Main - PVC Pipe	1,100	LF	32.11	35,319.80
2.6.2	1 1/2" Water Main - PVC Pipe	150	LF	26.29	3,943.26
2.6.3	1" Water Main - PVC Pipe	640	LF	19.72	12,618.44
2.6.4	3/4" Water Main - PVC Pipe	30	LF	15.77	473.19
2.6.5	1/2" Water - PVC Pipe	170	LF	13.14	2,234.52
2.6.6	Irrigation System - Heads and Piping	1	EA	214,250.56	214,250.56

*Handwritten initials and signature*

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
2.6.7	2" Water Meter Assembly	1	LS	6,895.45	6,895.45	
2.6.8	2" Backflow Preventer	1	LS	6,834.99	6,834.99	
2.6.9	Hose Bibb Box	8	EA	624.35	4,994.80	
2.6.10	Isolation Valves	36	EA	358.84	12,918.13	
<b>Plumbing Sub-Total:</b>					<b>300,483.12</b>	
<b>Phase IV: Litoral Norte Muñoz Rivera Total:</b>					<b>4,737,739.54</b>	
<b>3 Landscape Architecture</b>						
3.1	Landscape Architecture	1	LS	134,243.09	134,243.09	
<b>Landscape Architecture Total:</b>					<b>134,243.09</b>	
<b>4 Archeological Services</b>						
4.1	Archeological Services	1	LS	247,054.55	247,054.55	
<b>Archeological Services Total:</b>					<b>247,054.55</b>	
<b>5 Allowances</b>						
5.1	Remediation Work at Eroded Area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation - July 22, 2014	1	LS	275,000.00	275,000.00	
5.2						
5.3	Additional pruning of existing trees and shrubs at the area within the construction limit and the project limit ("2mt" limit).	1	LS	45,000.00	45,000.00	
5.4	Installation of Piles in excess of 40 feet	1	LS	100,000.00	100,000.00	
<b>Allowances Total:</b>					<b>420,000.00</b>	
<b>6 Phase III.A</b>						
6.1	Phase III.A Additional Works: Parque Sixto Escobar and Parque del Tercer Milenio sidewalk repairs and additional works.	1	LS	298,081.17	298,081.17	
<b>Phase III.A Total:</b>					<b>298,081.17</b>	
<b>Total Base Proposal Price:</b>					<b>11,235,000.00</b>	
<b>7 Alternate Landscaping</b>						
7.1	Landscaping Maintenance Services	6	Mths	6,473.60	38,841.60	
7.2	Landscaping Maintenance Services	12	Mths	5,807.20	69,686.40	

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Table 1: Base Proposal Price					Initials: 	
Item	Description	Quantity	Unit	Unit Price	Total Cost	

**Notes:**

- PRIFA will award the project to one sole Proponent for the total project. PRIFA will award the contract as a lump sum price.
- Contractor shall build into the Progress Schedule sufficient time for anticipated delays. The Contractor agrees that the Contract Price includes any and all home office overhead expense that the Contractor may incur during the Contract duration, whatever the cause of that delay may be. The contractor waives any claim for the office overhead expenses, arising out of or relating to this Contract.
- In the event that Contractor's performance of the Work is delayed, for any reason and for any period of time, whether such delays are caused by acts or omissions of the Owner, Contractor may request an extension of time for the performance of the Work, but shall not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract entitles Contractor to compensation for such delays.
- This breakdown is a mathematical representation of the Project Cost. The Proponent is responsible for compliance with drawings, technical specifications and other contract documents.
- Time-related field office overhead expenses incurred on-site in support of the Work will be compensated in accordance of Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract.
- It is understood that the above lump sum price is for the entire work as required by the Contract Documents, that the price includes all labor, equipment, materials, bailing, incidental work, overhead, profit, insurance, mobilization, demobilization, materials laboratory testing, etc. to cover the finished work of the several kinds called for under the Contract Documents, of which this Proposal is part. Changes shall be processed in accordance with Article 13 of the General Conditions.
- Contractor is responsible for the payment of all laboratory testing of materials required as part of the Technical Specifications and Construction Drawings.
- It is understood that the awarded bidder or contractor is responsible for filing all permits needed to start construction, such as: "Permiso General Consolidado", CSP (Excavation and Demolition Notification), NPDES, SWPPP, DTOP Construction Permit, etc. and for the payment of construction and all permit fees, agencies contributions (PREPA, PRASA, etc.), and taxes ("arbitrios y patentes"). All Proponents shall consider on their Bid Proposal the cost of municipal taxes (Arbitrios de Construcción y Patentes Municipales). Refer to Uniform General Conditions.
- Contractor is responsible for the compliance and payment of the Replacement Bond required for the Commonwealth of Puerto Rico Department of Transportation and Public Works (DTOP) construction permit.
- All line items in this breakdown shall be filled, if you are not going to include any amount, write \$0.00. If you left items in blank, your proposal should be rejected.

\_\_\_\_\_  
 Proponent's Representative Signature

27-Oct-14

\_\_\_\_\_  
 Date

Victor R. López Núñez

\_\_\_\_\_  
 Proponent's Representative Printed Name

**OMEGA ENGINEERING, LLC  
CERTIFICATE OF CORPORATE RESOLUTION**

The undersigned Secretary of **OMEGA ENGINEERING, LLC** (the "Corporation"), a corporation organized under the laws of the Commonwealth of Puerto Rico, does hereby certify as follows:

1. That the Corporation duly adopted the following resolution by unanimous written consent of its Sole Director:

**"RESOLVED**, that Víctor Rafael López Núñez (the "Authorized Representative"), as Vice-president of the Corporation, is hereby authorized and empowered on behalf of the Corporation to:

(a) Presents a bid by and in the name of the Corporation for the Request for Proposal No. AFI-BP-15-05-PASEO, for the project "Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & IV, Municipality of San Juan, Puerto Rico", located in Puerta de Tierra, San Juan, Puerto Rico, under such terms as the Authorized Representative deems proper and convenient.

(b) Execute any and all documents and instruments which may be necessary or required in connection with the transaction described above, as determined by the Authorized Representative, including, without limitation, any and all documents, instruments, agreements, contracts, notes, guaranties, and public deeds."

2. That the above resolutions have not in any way been modified, repealed or rescinded and that they are in full force and effect as of the date hereof.

Witness my hand and seal of the Corporation as of this 21 day of October, 2014.

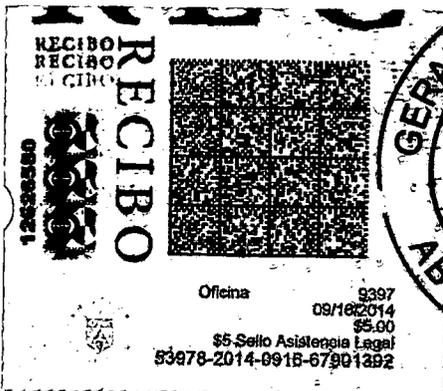


Affidavit Number 872

**OMEGA ENGINEERING, LLC**

By: [Signature]  
Name: Rebecca Rivera Rivera  
Title: Secretary

Acknowledged and subscribed to before me by Rebecca Rivera Rivera, of legal age, married, accountant and resident of Guaynabo, Puerto Rico, in his capacity as Secretary of **OMEGA ENGINEERING, LLC** whom I personally know, in San Juan, Puerto Rico, this 21 day of October, 2014.



[Signature]  
NOTARY



Commonwealth of Puerto Rico  
**DEPARTMENT OF STATE**  
San Juan, Puerto Rico

## CERTIFICATE OF GOOD STANDING

I, **DAVID E. BERNIER RIVERA**, Secretary of State of the Commonwealth of Puerto Rico,

**CERTIFY:** That, pursuant to Puerto Rico's General Law of Corporations, **OMEGA ENGINEERING, LLC**, register number **1680**, a Limited Liability Company organized under the laws of Puerto Rico, has complied with the payment of its Annual Fees.



**IN WITNESS WHEREOF**, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan, Puerto Rico, today, **May 05, 2014**.

**DAVID E. BERNIER RIVERA**  
Secretary of State

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To validate this certificate go to: <http://www.estado.gobierno.pr>

This certificate can be validated up to 2 times before its expiration date of 03-Aug-2014.

Certificate Validation Number: **74562-97383482**



## Estado Libre Asociado de Puerto Rico

Administración de Servicios Generales  
Registro Único de Licitadores

### CERTIFICADO DE ELEGIBILIDAD

Fecha de Expedición <b>15-Septiembre-2014</b>	Número de Certificado <b>201402490</b>	Fecha de Vencimiento <b>15-Septiembre-2015</b>
--	---	---

Nombre del Licitador: **OMEGA ENGINEERING, LLC**

Seguro Social: **660455637**

Número de Licitador: **2115**

Dirección Postal: **PO BOX 363823 , SAN JUAN PR, 00936-3823**

Teléfono: **7877936100 /**

Fax: **7877827305**

Email: **dpacheco@omega-corp.net**

Persona Autorizada a Firmar Oferta	Título que Ostenta
<b>VICTOR LOPEZ NUÑEZ</b>	<b>GENERAL MANAGER</b>

La vigencia de la elegibilidad está sujeta a que en 15-Marzo-2015 el licitador evidencie su cumplimiento con el inciso E del Artículo 24 Plan de Reorganización Núm. 3 del 21 de noviembre de 2011 presentando la Declaración Jurada requerida por ley. Será responsabilidad de cada Agencia Ejecutiva, Corporación Pública o Municipio validar la elegibilidad del licitador antes de adjudicar cualquier procedimiento de adquisición, órdenes de compra u otorgar contratos.

**ADVERTENCIA:** Cualquier alteración anula este certificado y podría ser sancionado criminalmente conforme a las disposiciones aplicables del Código Penal de Puerto Rico. Para validar la información en este certificado, favor de acceder al portal <https://serviciosonline.gobierno.pr/validacionelectronica/> y usar el número de certificado como código de validación.

  
**Luis M. Castro Agis, CPA**  
Administrador



**EXHIBIT B**

**STATEMENT OF THE PROPONENT**

**AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

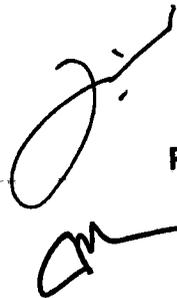
**To:** Puerto Rico Infrastructure Financing Authority  
PO Box 41207  
San Juan, PR 00940  
Fax: (787) 763-1605

**From:** (Name of Proponent/Name Authorized Representative/Mailing Address)  
Omega Engineering, LLC

Victor R. López Núñez

PO Box 363823

**Proponent Data**

 a. **Date of establishment of Proponent:**  
March 27, 1980

b. The following named person is hereby authorized to bind Proponent in matters relating to the Proposal and the Contract:

Victor R. López Núñez, Vice President of Operations (name, title)

\_\_\_\_\_  
(name, title)

c. **Title:** Vice President of Operations

d. **Business telephone:** 787-793-6100

e. **Facsimile number:** 787-782-7305

f. **Mailing and street address:** PO Box 363823 San Juan, PR 00936-3823  
954 Ponce de León Ave. Miramar Plaza 4th Lv. SJ, PR 00907

g. **Federal tax identification number:** 66-0455637

h. **Proponent is a:** \_\_\_\_\_

- Sole Proprietorship     
  Corporation     
  Joint Venture  
 Partnership     
  Special Partnership     
  Other (Specify) \_\_\_\_\_

i. If Proponent is a corporation, it is indicate all that apply:

- publicly held     
  privately held     
  subsidiary

j. If Proponent is a subsidiary corporation, provide in a copy of this Exhibit B all data required in clauses (a) through (h), above, and clauses (k) and (l), below, for Proponent's parent company.

k. Proponent's present headquarters office: Omega Engineering, LLC, San Juan, PR

l. Name of general public liability insurance carrier(s): MAPFRE PRAICO Insurance, Co.

m. Name and address of bonding company: Travelers Casualty and Surety Company  
3230 W Commercial Blvd. Suite 180  
Ft. Lauderdale, FL 33309

AON Risk Services of Puerto Rico  
PO Box 191229 SJ, PR 00919-1229

Name and address of local agent:

n. Provide an audited financial statement of last two (2) years of operation. This Financial Statement will be taken in consideration for the award of this Contract.

**Addenda**

Proponent hereby acknowledges receipt of the following Addenda:

Table 3: Addenda	
Addendum No.	Date Issued
Addendum 1	09/26/2013
Addendum 2	10/03/2013
Addendum 3	October 8, 2014
Addendum 4	October 9, 2014
Addendum 5	October 14, 2014
Addendum 6	October 16, 2014
Addendum 7	October 17, 2014
Addendum 8	October 21, 2014

I hereby acknowledge the receipt of the project pre-bid minutes, which were issued as part of Addendum 1.

**Conflict of Interest**

Describe current and past relationship of the Proposer's principals, agents, and representatives with the following entities (Additional sheets may be provided if necessary):

- MHS&J, LLC; None
- Hage Consulting Group, PSC; None
- Suárez Nieves, PSC; None
- SCF Arquitectos, SRL; None, however, Omega has participated as GC in various projects designed by SCF such as: Goya Distribution Center, José Miguel Agrelot Coliseum, and the Salvation Army Kroc Center.
- Or any subsidiary of the above mentioned companies

IN WITNESS THEREOF, the Proponent has executed this Statement of Proponent this 27th day of October, 2014.

If Proponent is an individual:



\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

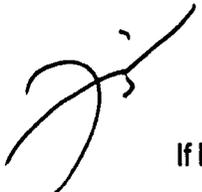
If Proponent is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
(Printed Name of Firm)

By: \_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Printed Name of Representative)

\_\_\_\_\_  
(Address)

  
If Proponent is a partnership or joint venture:

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

By: \_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address)

  
If Proponent is a corporation:

\_\_\_\_\_  
Omega Engineering, LLC  
(Printed Name of Corporation)

PO Box 368823

San Juan, PR 00936-3823

(Corporate Address)

By: \_\_\_\_\_  
(Signature of Officer)

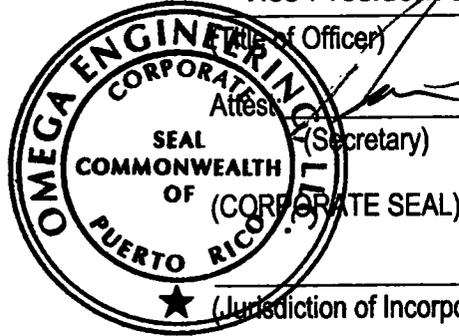
Víctor R. López Núñez

(Printed Name of Officer)

Vice President of Operations

(Title of Officer)

Attest: \_\_\_\_\_  
(Secretary)



(Jurisdiction of Incorporation)

*Handwritten initials: J and AM*

**EXHIBIT D  
ELIGIBILITY AFFIDAVIT**

**AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

I, Victor R. López Núñez, of legal age and resident of San Juan, certify for myself and on behalf of Omega Engineering, LLC (the "Proponent Person"), under penalty of perjury, that to the best of my knowledge and belief, neither I nor the Bidding Person's sole proprietorship, partnership, corporation or other legal entity:

- 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: (Note below all exceptions, indicating for each to whom such exception applies, the initiating agency, and the dates of action.)

**[NAME OF PROPONENT]**

By: Victor R. López Núñez - VP of Operations  
Name and Title

AFFIDAVIT NO. 875

Sworn and subscribed before me by Victor R. Lopez Nuñez of legal age and resident of San Juan, personally known to me, in San Juan, Puerto Rico, on this 27 day of October, 2014.

[Signature]  
Notary Public

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



**EXHIBIT E  
NON-COLLUSIVE AFFIDAVIT**

**AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

*CM*  
I, Victor R. López Núñez, of legal age and resident of San Juan, certify for myself and on behalf of Omega Engineering, LLC (the "Proponent Person"), under penalty of perjury, that to the best of my knowledge and belief:

1. The prices in the Proposal submitted by the Proponent Person have been arrived at independently without collusion, consultation, communication, or agreement with any other Proponent 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 Proponent Person or any of their associates to induce any other person or entity to submit or not to submit a Proposal on the Project or otherwise take any action in restraint of free competitive/bidding on the Project.

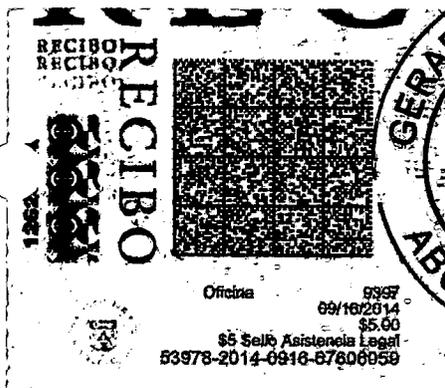
*[Signature]*  
**[NAME OF PROPONENT]**

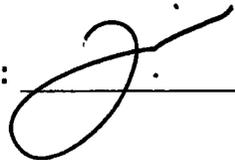
By: Victor R. López Núñez - VP of Operations  
Name and Title

AFFIDAVIT NO. 874

Sworn and subscribed before me by Victor R. Lopez Nuñez of legal age, contractor and resident of San Juan, personally known to me, in San Juan, Puerto Rico, on this 27 day of October, 2014.

*[Signature]*  
Notary Public



Initials: 

**EXHIBIT H**  
**SCOPE OF WORK**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

- 
- Phase III:** consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be done in accordance to contract documents.
  - Phase IV:** is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitolio". This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be done in accordance to contract documents.

**Phase IV.A:** It comprises the above surface works including but not limited to the right of way paving, asphalt paving, pavement marking, curbs, above ground utilities, etc. is for the section of Muñoz Rivera Avenue approximately located in front of restaurant *El Hamburgues*, as illustrated on plans from STA. 11+40.00 (UMR) to STA. 12+83.32 (UMR), corresponding to the PRHTA Project AC-002533 Highway PR-25R. Work for this phase will be part of the Base Proposal.

- Landscape Work and Maintenance:** One major component of this project is Landscape. The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos Bridge* (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance, **area designated as Phase III.A**
- The proposal will include two (2) additive alternates consisting in the landscape maintenance for a period of (a) six months & (b) a period of twelve months after the Project's Substantial Completion. For Work specifications and guidelines refer to Technical Specifications, **Section 6 – Landscape Maintenance and Plant Establishment** and all referred and applicable sections.
- The detailed scope of work is described on the contract documents.

Estado Libre Asociado de Puerto Rico

# Junta Examinadora de Agrónomos



*Por la presente se certifica que habiendo*

LUIS M. TORRES CORREA

*cumplido con los requisitos de Ley, se le autoriza a practicar la profesión de Agrónomo en la Isla de Puerto Rico.*

*En testimonio de lo cual, la Junta Examinadora de Agrónomos expide esta*

**Licencia Núm.** 2837

*Bajo el sello de la Junta Examinadora de Agrónomos, en San Juan de Puerto Rico, a 29 de febrero de 1984.*

*Luis M. Torres Correa*

Secretario

*Luis M. Torres Correa*

Presidente

**Estado Libre Asociado de Puerto Rico**  
**Departamento de Recursos Naturales y Ambientales**

**CERTIFICADO DE**  
**PROFESIONAL DE SIEMBRA Y FORESTACIÓN**  
**PSF-171**

El Departamento de Recursos Naturales y Ambientales, bajo las disposiciones del Reglamento de Siembra, Corte y Forestación para Puerto Rico (Reglamento de Planificación Núm. 25), expide esta certificación a:

**RAMÓN CASANOVA**

Y le autoriza a trabajar en la preparación de planos de siembra y forestación para el establecimiento, desarrollo y manejo de áreas verdes propuestas y/o existentes relacionadas a proyectos de desarrollo.

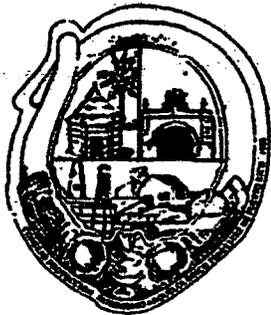
En reconocimiento de su preparación académica y experiencia en la siembra, cuidado y manejo de árboles.

  
**Carlos Maysonet Negrón**  
**Administrador**  
**Administración de Recursos Naturales**

**28 FEB 2004**

**Fecha**





**ESTADO LIBRE ASOCIADO DE PUERTO RICO**  
**INSTITUTO DE CULTURA PUERTORRIQUEÑA**

**CONSEJO PARA LA PROTECCION DEL PATRIMONIO**  
**\* ARQUEOLOGICO TERRESTRE DE PUERTO RICO**

1 de agosto de 2014

Juan Miguel Rivera Groennou, PhD Cand.  
Calle Estonia 618  
Caparra Heights  
San Juan, PR 00920

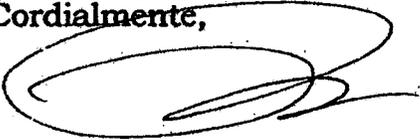
**SOLICITUD DE INCORPORACIÓN AL LISTADO OFICIAL DE**  
**PERSONAS CUALIFICADAS PARA EFECTUAR FASES DE**  
**INVESTIGACIÓN ARQUEOLÓGICA.**

Estimado arqueólogo Rivera:

El Consejo de Arqueología Terrestre ha evaluado su solicitud para ser incorporado al Listado Oficial de Personas Cualificadas para Efectuar Fases de Investigación Arqueológica.

Según la información por usted provista, sus estudios académicos, investigaciones de campo y publicaciones, usted está debidamente cualificado para realizar Evaluaciones Arqueológicas a nivel **Fase I, II y III**. Por tanto, será incorporado al Listado Oficial con dicha cualificación. En los próximos días estaremos realizando el cambio correspondiente en el Listado. Le deseamos mucho éxito en sus investigaciones.

Cordialmente,

  
Dra. Lilliana Ramos Collado  
Presidenta  
Consejo de Arqueología Terrestre

c.f. Miembros del Consejo

LOF

VISITE EL PORTAL CULTURAL DE PUERTO RICO EN:  
[www.icp.gobierno.pr](http://www.icp.gobierno.pr)

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue  
Phase III & Phase IV  
Municipality of San Juan

# Statement of Project Understanding

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## INTRODUCCIÓN

Esta Declaración de Comprensión del Proyecto (Statement of Project Understanding, o "SPU") es un compendio de la manera en que Omega Engineering LLC ("Omega") manejará el proceso de construcción del proyecto Paseo Puerta de Tierra Fase III y Fase IV (el "Proyecto") de la Administración para el Financiamiento de la Infraestructura del Estado Libre Asociado de Puerto Rico (AFI). Se explicará brevemente los puntos más relevantes en cuanto a la gerencia y manejo de actividades sensitivas del Proyecto, así como las medidas a seguir para evitar el impacto adverso a la salud, seguridad, tráfico y ambiente de la zona durante el proceso de construcción.

## CONTROL DE COSTOS (COST CONTROL)

El control de costos es crítico para el éxito del Proyecto e impacta directamente la disponibilidad y manejo de recursos tales como mano de obra, materiales y equipos para asegurar el progreso ininterrumpido del Proyecto. Para alcanzar las metas establecidas, Omega asignará costos individuales para cada partida de trabajo que estarán atadas al sistema contabilidad gerencial y financiero de la compañía. El departamento de contabilidad generará informes de costos utilizando el programa de construcción *Timberline* los cuales permitirán a Omega emitir:

• Reportes internos que asistirán a los ingenieros y gerentes de proyecto en: (i) planificar y monitorear a diario las obras de construcción; (ii) comparar mensualmente los costos de proyecto estimados *versus* los costos actuales de la obra para garantizar que la misma se construya dentro del presupuesto establecido; (iii) planificar estratégicamente las obras de construcción para lograr el progreso de la obra según programado en el Itinerario de Trabajo del Proyecto ("*Project Schedule*"); y (iv) analizar expeditamente el impacto de en costo de órdenes de cambio, si alguna, tomando en consideración los recursos y tiempo disponible para su ejecutoria.

• Reportes externos de costos, órdenes de cambio y de progreso de obra para los dueños, agencias de gobierno y cualquier otro grupo externo.

## PROGRAMACIÓN DEL ITINERARIO DE TRABAJO (SCHEDULING)

En el Itinerario de Trabajo, Omega delinea los periodos propuestos de construcción para lograr los trámites de permisos, movilización, contratación y compra, construcción y terminación sustancial ("*Substantial Completion*") del proyecto que llenen las expectativas del Dueño. El itinerario de trabajo será revisado y discutido con el Dueño. Omega utilizará los programas *Primavera* o *MS Project* para preparar el itinerario final aprobado y medir el progreso de la obra una vez comiencen los trabajos. En dicho itinerario, se asignarán fechas a las diferentes actividades considerando la disponibilidad de equipos y mano de obra y tiempos de fabricación y entrega de materiales ("*lead times*").

El Proyecto cuenta con una duración de quinientos diez (510) días calendarios para alcanzar la terminación sustancial del proyecto. Para lograr esta meta, AFI requiere que la movilización del personal, equipo y facilidades temporeras se realice en los primeros catorce (14) días luego de notificada la Orden de Proceder (*Notice to Proceed*). Omega cuenta con los recursos de personal y equipo para hacer esto posible. Además, atenderá de forma expedita los procesos para solicitar las utilidades temporeras necesarias para la ejecución de la obra. Durante este período Omega:

• Delimitará el perímetro del Proyecto con barreras de hormigón y verjas temporeras, instalará los rótulos de identificación de obra y acomodará las facilidades temporeras y oficinas de proyecto dentro del perímetro de la obra.

• Ejecutará un Plan de Mantenimiento de Tráfico ("*MOT*") con rotulación, barreras, personal debidamente adiestrado para su implementación y mantenimiento y su programa de control de circulación de peatones para asegurar la salud y seguridad de los transeúntes.

• Así también, implementará su Plan de Control de Escorrentías y Sedimentación (Plan CES).

Estas medidas se llevarán a cabo conforme a la logística plasmada en el MOT del proyecto en donde se comenzará a trabajar las aceras sur desde el extremo Oeste de la Fase IV (Sta. 1+35.00), hasta la Fase III - Terraza al Mar (Sta. 5+58.50). El resto de la Fase IV, que comprende desde el límite Este de la Fase III (Sta. 8+63.09) hasta la entrada al Escambrón (Sta. 14+37.00), se cerrará con barreras implementando el Plan CES y MOT según se entreguen las áreas terminadas del primer tramo de la Fase IV. Los trabajos en la zona norte ocurrirán de forma subsiguiente siguiendo la misma logística. Los trabajos en la Fase III norte ocurrirán de forma concurrente con los inicios de los trabajos en la Fase IV. De esta manera se podrá cumplir con las obras de construcción a la vez que se mantiene en todo momento la vía vehicular abierta (Ver Itinerario en Anejo).

Por otra parte y para cumplir con el término de veintiún (21) días contados a partir de la Orden de Proceder establecidos para mitigar la pintura de plomo que se encuentra en los encintados y rampas de impedidos a lo largo del Proyecto, Omega contratará varios subcontratistas especialistas en trabajos de mitigación de materiales tóxicos que poseen gran experiencia y conocimientos en la planificación y metodología de estos trabajos. Estos ya le confirmaron a Omega la viabilidad de lograr dicha mitigación en el tiempo requerido por el Dueño.

Concurrentemente a los inicios de trabajo en la Fase IV, se comenzará la movilización y trabajos de la Fase III.A, los cuales comprenden desde la estatua de Sixto Escobar hasta la entrada del Escambrón. Estos tienen que estar completados a ciento veinte (120) de la Orden de Proceder.

El progreso de la obra será comparado contra el itinerario de trabajo mensualmente para supervisar y prevenir cualquier desviación mayor en los periodos de tiempo determinado para cada partida. El Dueño recibirá actualizaciones mensuales del progreso de la obra y las medidas correctivas empleadas para mantener el itinerario original si ocurriera algún retraso.

Por otra parte y para mitigar el impacto de los retrasos ("slippage") en el itinerario de trabajo, Omega considerará alternativas para recuperar tiempo y mantener la fecha de terminación sustancial del proyecto. Estas alternativas pueden incluir añadir personal adicional para la ejecución de labores o ajustar los métodos de construcción según sea necesario.

### **COMPRAS Y CONTRATACIÓN (PROCUREMENT)**

Los gerentes de proyecto y estimados de Omega tienen a su cargo el proceso de contratación y compras del Proyecto que está atado al itinerario de trabajo para garantizar el cumplimiento de los parámetros de costo y tiempo establecidos por el Dueño. Incluyendo: (i) el sometimiento y aprobación de remisiones; (ii) fabricación y entrega de materiales y equipos; (iii) y ejecución de subcontratos.

El Paisajismo es una partida muy importante y sensitiva en el Proyecto, que abarca las Fases III-a y III-b. Omega subcontratará la compañía Terra Landscape, Corp., la cual se encargará de toda la logística y desempeño de dichas labores incluyendo:

- Coordinar con los suplidores: (i) la compra y propagación de las plantas para el Proyecto; y (ii) las entregas y siembra de las especies.
- Establecer el protocolo de mantenimiento el cual incluye: riego con agua, limpieza de las áreas, aplicación de fertilizante, herbicida, fungicida e insecticida, re-aplicación de mulch, enderezar árboles y palmas, ajuste de los amarres y poda de la grama según sea necesario.

Estos trabajos serán, a su vez, coordinados y monitoreados por el gerente de proyecto de Omega para asegurar que se cumpla con el itinerario de trabajo del Proyecto.

### **CONTROL DE CALIDAD (QUALITY CONTROL)**

El Programa de Control de Calidad ("PCC") es un componente integral en la metodología de gerencia de construcción de Omega. Este se implementa diariamente por el Gerente de Control de Calidad durante la construcción para garantizar la calidad de las operaciones. Dicho Plan será entregado al dueño para su revisión y aceptación. Los parámetros básicos de dicho plan incluyen:

- La estructura, deberes y responsabilidades del personal encargado del control de calidad.
- Obligaciones en los procesos, inspecciones y requisitos en la creación de reportes.
- Coordinación (i) de la Notificación de No-Cumplimiento ("Non-Compliance"); (ii) monitoreo de calidad entre subcontratistas, suplidores, compañías que realicen pruebas, laboratorios de pruebas e inspectores.

El PCC de Omega tiene como base los estándares publicados por la *American Society for Testing and Materials (ASTM)*, el *International Building Code (IBC)* y demás códigos aplicables a la industria de la construcción en Puerto Rico. El referido plan también incorpora los estándares de la Certificación ISO 9001:2008, altamente reconocidos como las mejores prácticas de la industria. Estos han sido implementados por Omega en proyectos anteriores con muy buenos resultados.

### **CONTROL Y MANEJO DE RIESGOS (RISK MANAGEMENT AND CONTROL)**

El ingeniero de proyecto, en conjunto con el grupo de proyecto, el gerente de seguridad y con la asesoría del agente asegurador, velarán que los riesgos sean activamente identificados, analizados y manejados a lo largo de la vida del proyecto para minimizar el impacto al progreso de la obra. Cada riesgo mayor se intentará:

- Evitar - eliminando la amenaza se elimina la causa.
- Mitigar - identificando formas de reducir la probabilidad o impacto del riesgo.
- Transferir - cumpliendo con los seguros necesarios para que la propiedad y la salud estén cubiertos en caso de una eventualidad.

Para cubrir el aspecto de seguridad laboral, Omega cuenta con un Plan de Seguridad el cual emplea en todos sus proyectos y entregará al Dueño para su revisión. De manera complementaria, Omega empleará un gerente de seguridad debidamente adiestrado en los estándares de seguridad de OSHA, el cual tendrá la responsabilidad de adiestrar, implementar, monitorear y mantener las medidas de seguridad laboral durante la construcción.

En el aspecto de seguridad pública y privada, el Proyecto presenta un potencial riesgo dado a su proximidad a una vía pública. El MOT, en conjunto con el Plan de Seguridad Laboral, y el cumplimiento con los requisitos de seguros como lo son el de la Corporación del Fondo del Seguro y del Estado y el Seguro de Responsabilidad Pública servirán como las medidas preventivas para lograr, en lo posible, evitar cualquier ocurrencia de accidentes y de ocurrir, que los mismos puedan ser atendidos de manera rápida y con el mínimo impacto tanto a la salud y seguridad laboral y pública, como al progreso de la obra.

### **MANEJO DE ÁREA DE CONSTRUCCIÓN Y TRÁFICO**

Además de las medidas del MOT descritas previamente, para minimizar el impacto que la obra tendrá en el flujo vehicular de la zona se: (i) delimitará el perímetro del proyecto a lo largo de la Avenida Luis Muñoz Marín con barreras de hormigón; (ii) instalarán letreros y señalizaciones para alertar a los conductores de la actividad de construcción que se está llevando a cabo, así como límites de velocidad, por mencionar algunos. (iii) El flujo vehicular solo será interrumpido en cortos intervalos de tiempo y de forma coordinada, por personal abanderado debidamente adiestrado, para la entrada y salida de camiones al predio del proyecto en puntos específicos e identificados; (iv) los camiones con cargas cumplirán los límites de peso establecidos por ley y las cargas estarán debidamente aseguradas y cubiertas (v) se desviará la circulación peatonal del área de la construcción por medio de letreros que dirigirán a los transeúntes a rutas peatonales alternas (vi) se coordinará en conjunto con las agencias municipales para tomar las medidas necesarias antes y durante la celebración de eventos importantes en El Viejo San Juan que generen un incremento en el volumen de tráfico vehicular y peatonal de la zona. De esta forma, se modificará según sea necesario el plan adoptado para atemperarse a las necesidades del municipio impactando en lo más mínimo posible tanto los eventos de la zona como el progreso de la construcción.

## **MANEJO DE LA ZONA MARÍTIMO TERRESTRE (ZMT) Y CONTROLES DE ESCORRENTÍAS, EROSIÓN Y SEDIMENTACIÓN**

Omega implantará mejores prácticas de manejo ("Best Management Practices" o "BMP's, según sus siglas en inglés) dirigidas a evitar que escombros o desperdicios de construcción, basura o aguas de escorrentía contaminadas, ganen acceso a la ZMT, según identificada en los planos como la TMZ ("tidal maritime or marine zone"). Estas medidas se recogerán en el Plan de Manejo para Aguas de Escorrentía ("Stormwater Pollution Prevention Plan" ("SWPPP")) preparado para el Proyecto<sup>1</sup> como parte del "National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities" ("NPDES General Permit") al cual habrá que acogerse.<sup>2</sup> Ante la proximidad del Proyecto a la ZMT y las pendientes marcadas hacia aguas superficiales costeras, el control y manejo adecuado de escorrentías necesariamente resultará en evitar la entrada de vertidos contaminantes a la ZMT. El SWPPP evitará que discurran escorrentías contaminadas hacia las aguas costeras y la ZMT que le antecede, incluirá:

1. "Stormwater Team" – a constituirse por el Gerente del Proyecto, el Ingeniero del Proyecto y el Superintendente ("Foreman"). Estos serán responsables por el desarrollo, implantación o manejo y modificación, de ser necesario, del SWPPP.

2. Secuencia y fechas estimadas de las Actividades de Construcción y las correspondientes medidas de control de escorrentías a implantarse, por etapa.

3. Comienzo y duración de actividades de excavación o movimiento de suelo, incluyendo, "clearing and grubbing", preparación del "site", colocación de relleno, nivelación final, entre otras.

4. Identificación de conductos o canales de manejo de escorrentía

5. Medidas temporeras o finales de estabilización de suelo descubierto ("exposed soil") provisionales o permanentes.

6. Un Mapa de Sitio que describirá lugares en dónde: (i) ocurrirán actividades que alteren suelo (ii) se apilará o colocará sedimento, tierra materiales de construcción (iii) ubicación de estructuras u otras superficies impermeables al concluir la construcción (iv) topografía del "site", cubierta vegetativa existente, patrones de drenaje; (v) ubicación de aperturas de entrada de aguas de escorrentía en los encintados o aceras.

7. Medidas de control de aguas de escorrentía a implantarse.

8. Prácticas de manejo y disposición de desperdicios sólidos, incluyendo, pero sin limitarse a, escombros de demolición, sedimento removido del "site", desperdicios de construcción (empaques, sobrantes de materiales de construcción, trozos de alambrado y PVC, entre otros)

En cumplimiento también con la Sección 4.4 del Reglamento 4860 de 29 de diciembre de 1992, conocido como el *Reglamento Para el Aprovechamiento, Vigilancia, Conservación y Administración de Las Aguas Territoriales, Los Terrenos Sumergidos Bajo Estas y la Zona Marítimo Terrestre*, como parte del Proyecto no se verterán desperdicios sólidos, escombros o sustancias contaminantes en o sobre la zona marítimo terrestre, ausente autorización previa del Departamento de Recursos Naturales y de cualquier otro organismos gubernamental con jurisdicción.

Finalmente, por la particular proximidad entre el límite de construcción ("construction limit") y la ZMT (TMZ) del Proyecto desde, aproximadamente, el sur de la Calle Estevez hasta el Capitolio, se evaluará, para esta zona en particular, además de las medidas ya antes descritas, la ubicación,

<sup>1</sup> El Proyecto conllevará la remoción de cubiertas de hormigón, bitumul y vegetal en una extensión de terreno mayor de un arce siendo, por lo tanto, aplicables los requisitos de la Ley Federal de Agua Limpia ("CWA", según sus siglas en inglés), 33 U.S.C. §§ 1241 et seq., y la reglamentación promulgada a su amparo en 40 C.F.R. 122.26, conocido como el "National Pollutant Discharge Elimination System ("NPDES") Stormwater Program.

<sup>2</sup> El NPDES General Permit mas reciente entró en vigor el 16 de febrero de 2012 y expira la medianoche del 16 de febrero de 2017. Copia está disponible en: [http://water.epa.gov/polwaste/npdes/stormwater/upload/cgp2012\\_finalpermit.pdf](http://water.epa.gov/polwaste/npdes/stormwater/upload/cgp2012_finalpermit.pdf).

como BMPs, de mallas de control de sedimento conjuntamente con pacas de heno o cilindros de fibra a intervalos regulares en el tope de las pendientes.

## **MANEJO DE LA ZONA CON ALTO VALOR ARQUEOLÓGICO**

Para este proyecto se realizará un plan y metodología de trabajos arqueológicos que busca tomar en consideración la naturaleza del Proyecto y las recomendaciones recogidas en los informes de *Estudio Arqueológico Fase IB* y *Evaluación de Impacto Potencial al Sitio SJ-2*, entregados al Programa de Arqueología y Etnohistoria del Instituto de Cultura Puertorriqueña. El Proyecto se va a realizar en áreas muy sensitivas a hallazgos arqueológicos debido a su ubicación y cercanía a las principales estructuras militares del sistema defensivo del Viejo San Juan que se encuentran a lo largo de la Avenida Muñoz Rivera. Por tal razón, todos los trabajos que impliquen movimiento de tierra y excavación tienen que contar con la adecuada supervisión arqueológica. De hallarse algún tipo de estructura, depósito u otro elemento de valor arqueológico los trabajos de excavación serán detenidos para realizar su correspondiente limpieza y acondicionamiento, documentación (fotografía, planimetrías y perfiles estratigráficos), recolección y muestreo de materiales, y valorización. En el caso de que las dimensiones del elemento arqueológico desenterrado lo requieran se incluirá a otro arqueólogo(a) dentro del equipo con el fin de garantizar la adecuada documentación y agilizar el proceso de éstos trabajos en el campo.

Dentro del proyecto se reconocen tres áreas o zonas de especial interés y alto valor arqueológico: (i) área entre El Club de Oficiales y la Calle San Juan Bautista, (ii) el área conocida como el Paseo de los Enamorados y (iii) área designada como SJ-2. Como parte de los trabajos del Proyecto en estas áreas tienen planteado la realización de las siguientes tareas: (1) remoción de árboles y palmas, (2) remoción de la capa superficial del terreno ("topsoil"), (3) siembra de árboles y arbustos, (4) excavación de trincheras para la construcción de zapatas y cimientos y para la instalación de diversas utilidades, y (5) remoción de pavimentos y aceras. Todos estos trabajos contarán con una adecuada supervisión arqueológica y el gerente de proyecto trabajará en constante coordinación con el grupo de arqueología para asistir sus labores con los equipos necesarios para facilitar los procesos arqueológicos. Especial atención se prestará al área que comprende el sitio SJ-2 ya que, según el Estudio Arqueológico Fase 1B, "tiene integridad y por tanto potencial de investigación científica", aunque durante los trabajos de campo se decidió no sondear el área central del mismo. De ahí la importancia de recopilar toda la información posible, sobre todo el área noroeste del mismo en donde el sitio se encuentra cubierto por una gruesa capa de concreto.

Omega también considera que el Proyecto puede generar la acumulación de materiales arqueológicos que necesitarían ser lavados, clasificados y estudiados. Por esta razón, proveerá un lugar en donde almacenar y trabajar tales materiales.

## **ESTRATEGIA DE COMUNICACIONES**

Omega manejará una estrategia de comunicación para atender asuntos públicos y con la comunidad sanjuanera a través de una agencia especializada en comunicaciones y relaciones públicas (Ver perfil de compañía en Anejo). Dicha agencia se encargará de crear una estrategia de comunicaciones que incluirá varios planes tácticos tales como: (i) desarrollo de campaña de relaciones públicas para mantener a todo el público informado, (ii) crear un pequeño plan de medios (medios tradicionales y no tradicionales), (iii) producir material informativo para mantener informado al público de los trabajos que se estarán realizando y sus beneficios, (iv) reunión con la comunidad para explicar el proceso de construcción y sus pormenores, (v) mantener información actualizada sobre los avances y acontecimientos de la construcción por medio de redes sociales y (vi) crear una línea de enlace (ej. Línea telefónica 1-800...) para atender preocupaciones de la comunidad.

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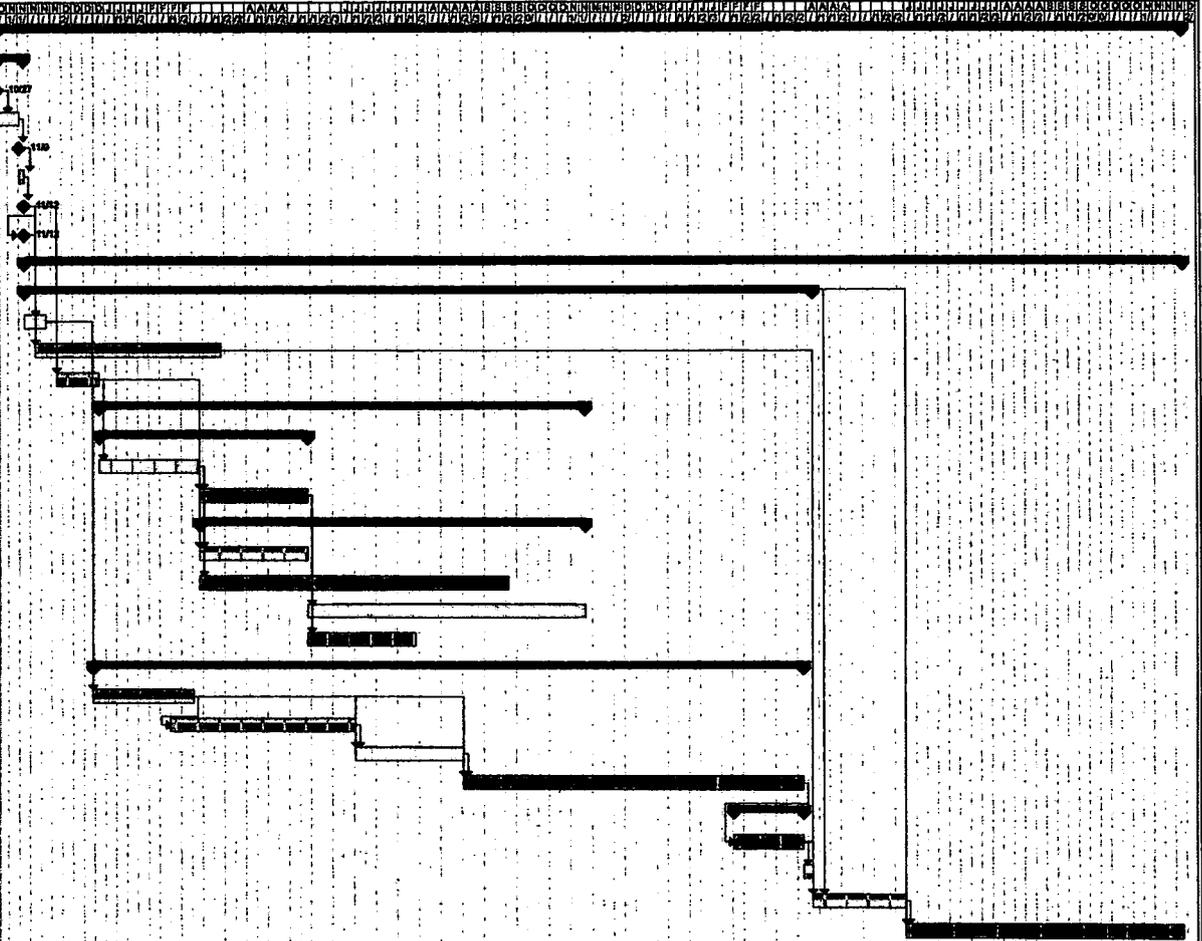
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**PASEO PUERTA DE TIERRA MUÑOZ RIVERA PHASE III & PHASE IV**  
MUNICIPALITY OF SAN JUAN, PUERTO RICO

AP-BP-15-05-PASEO

ID	Task Name	Duration	Start	Finish
1	PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III & PHASE IV	767 days	Mon 10/27/14	Thu 12/1/16
2	TRANSITION PERIOD ACTIVITIES	17 days	Mon 10/27/14	Wed 11/12/14
3	SUBMITTAL OF PROPOSAL	0 days	Mon 10/27/14	Mon 10/27/14
4	EVALUATION PROCESS	14 days	Mon 10/27/14	Sun 11/9/14
5	CONTRACT AWARD	0 days	Sun 11/9/14	Sun 11/9/14
6	CONTRACT SIGNING	3 days	Mon 11/10/14	Wed 11/12/14
7	NOTICE TO PROCEED	0 days	Wed 11/12/14	Wed 11/12/14
8	BOC-OFF MEETING	0 days	Wed 11/12/14	Wed 11/12/14
9	CONTRACT TIME	762 days	Thu 11/12/14	Thu 12/1/16
10	CONSTRUCTION SUBSTANTIAL COMPLETION	678 days	Thu 11/12/14	Tue 4/6/16
11	MOBILIZATION	14 days	Thu 11/13/14	Wed 11/26/14
12	PHASE BA	120 days	Thu 11/20/14	Thu 3/19/15
13	LEAD & ASBESTOS ABATEMENT	27 days	Thu 12/4/14	Tue 12/30/14
14	PHASE IV	316 days	Wed 12/23/14	Tue 11/10/16
15	SITE WORKS - NOT PHASE I	133 days	Wed 12/23/14	Thu 6/14/16
16	STA. 1+33.00 @ STA. 5+58.50	65 days	Wed 12/31/14	Thu 3/5/15
17	STA. 8+43.07 @ STA. 14+37.72	70 days	Fri 3/6/15	Thu 5/14/15
18	SITE WORKS - NOT PHASE II	250 days	Fri 3/6/15	Tue 11/20/15
19	STA. 1+33.00 @ STA. 3+00.00	70 days	Fri 3/6/15	Thu 5/14/15
20	STA. 3+00.00 @ STA. 6+00.00 WEST RECREACIONAL AREAS	200 days	Fri 3/6/15	Mon 9/21/15
21	STA. 8+00.00 @ STA. 11+00.00 EAST RECREACIONAL AREAS	180 days	Fri 6/15/15	Tue 11/10/15
22	STA. 11+00.00 @ STA. 14+37.72	70 days	Fri 6/15/15	Thu 7/23/15
23	PHASE III	440 days	Sat 12/27/14	Wed 8/26/16
24	EARTH STABILIZATION & MOVEMENT PREPARATION	65 days	Sat 12/27/14	Sun 3/1/15
25	PILENG WORK	120 days	Sun 2/16/15	Sun 6/7/15
26	RETAINING WALLS	70 days	Mon 6/15/15	Sun 8/23/15
27	CONCRETE PLATFORM & STRUCTURE	220 days	Mon 8/24/15	Wed 3/30/16
28	SITE WORKS - NOT PHASE I	45 days	Mon 8/24/15	Wed 8/26/16
29	STRA 5+58.50 @ 8+43.07	45 days	Mon 8/24/15	Wed 8/26/16
30	FINAL ENDORSEMENT & PERMITS	6 days	Thu 8/31/16	Tue 4/5/16
31	PUNCH LIST	60 days	Wed 4/6/16	Sat 6/4/16
32	ADMINISTRATIVE CLOSING	180 days	Sun 6/5/16	Thu 12/1/16



Project: PASEO PUERTA DE TIERRA Date: Mon 10/27/14. Legend: Task, Milestone, Summary, Project Summary, External Tasks, External Milestone, Deadline.



*DM*

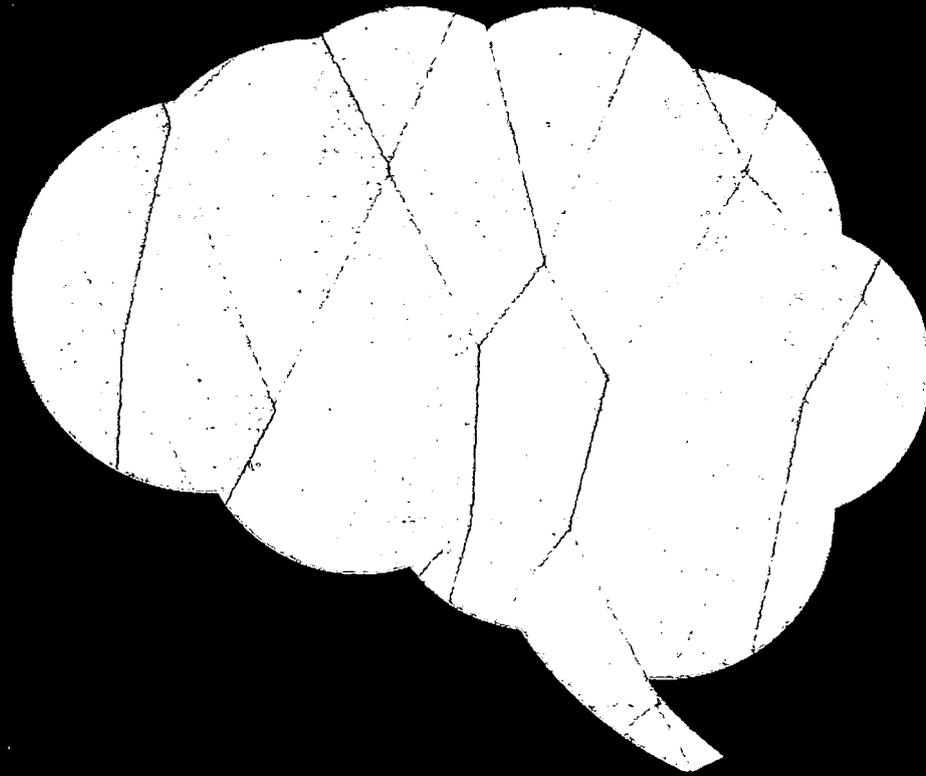
# STRATEGIC MINDS

GROWTH STRATEGIES FOR  
BUSINESSES & ENTREPRENEURS



DM

Q



ME

Mente Estratégica

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Py Q

Somos una compañía internacional de diseño y monitoreo de estrategias de crecimiento para empresas. Nos dedicamos a la formulación de nuevas ideas, estrategias de negocios y campañas de comunicaciones que posicionan a nuestros clientes como líderes en sus categorías.

Proveemos productos enfocados en complementar al líder del nivel más alto con el conocimiento multi-sectorial, el diseño de estrategias y monitoreo de la ejecución para lograr su visión del negocio y el potencial de crecimiento de la organización.

Esta serie de tres productos complementarios las llamamos el executive suite.

A través de estos productos especializados las áreas críticas del crecimiento: visión, comunicación y enfoque, ventas.

Todos nuestros productos han sido cuidadosamente diseñados para cubrir las necesidades particulares de empresarios, CEO's líderes y consumidores en la categoría promoviendo un alto nivel de fidelidad a la marca y el crecimiento sostenido a largo plazo.

Nuestra metodología está fundamentada en sobre una década de experiencia colaborando estratégicamente con empresarios y líderes cuyas empresas no cuentan con una estructura de estrategia y mercadeo interna.

STRATEGIC MINDS

GROWTH STRATEGIES FOR  
BUSINESSES & ENTREPRENEURS.

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Nuestros resultados nos han posicionado como líderes logrando en sobre 90% de nuestras estrategias, crecimiento doble dígito para nuestros clientes a un término mediano de tiempo. Hemos servido exitosamente la categoría de restaurantes, negocios de venta al detal con múltiples unidades, modelos de franquicias en industrias variadas, productos y servicios negocio a negocio, compañías de servicio profesional variadas, entre ellas servicios médicos, gimnasios, turismo, arquitectura, desarrollo y diseño industrial, entre otros negocios y marcas locales e internacionales.

Desde nuestras oficinas en Puerto Rico, Strategic Minds sirve a empresas y líderes en Puerto Rico, Estados Unidos, América Latina y Europa.

STRATEGIC MINDS

GROWTH STRATEGIES FOR  
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**33%** de crecimiento por año por 3 años y posicionamiento del #10 al #3 en liderazgo en la categoría y empresa de mayor crecimiento por una década.



**60%** de crecimiento inmediato y sostenimiento de un 40% por el periodo de un año. Nuevo modelo de negocio y posicionamiento innovador en el mercado.

**11%** de crecimiento inmediato en productos puntuales conforme seleccionado. Expansión de la base de fanáticos y alcance a un nuevo grupo objetivo. **2000 seguidores** en tres meses.



## Algunos Resultados

Estos resultados representan casos reales.  
No constituyen una promesa o compromiso de resultados para su marca.

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“Es fácil trabajar con Strategic Minds.”

“He seguido la trayectoria de Strategic Minds desde sus comienzos. Aquí encontré un grupo especializado y dedicado que no solo puede alinear mi marca global a cada punto de venta, si no que lo hace de forma prescriptiva, ágil y replicable. Lo mejor es el enfoque en resultados.”

- Vicepresidente de Operaciones  
Región Noreste de Estados Unidos, TGI Fridays  
Cadena global de restaurantes Región Noreste de Estados Unidos

- Managing Partner, TLS  
Firma Estadounidense de Servicios Especializados en Contabilidad y Asesoría de Impuestos Internacional.

“Strategic Minds, es un grupo inigualable de jóvenes profesionales que convierten sueños en realidad. Nos sentimos confiados en nuestra visión, cuando trabajamos con ustedes.”

- Empresario Franquiciado, Crunch Fitness  
Cadena internacional de gimnasios



## Testimonio

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### ¿Problema u oportunidad?

El éxito de una empresa no depende solo de su capacidad para obtener clientes, sino de su habilidad para convertirlos en clientes recurrentes.

En estos tiempos de crisis, la clave del éxito radica en la capacidad de adaptación y en la habilidad para encontrar nuevas oportunidades de negocio.

Una "way para crecer" es una buena idea, pero no basta con tenerla. Se necesita una estrategia clara y una ejecución precisa.

El éxito de una empresa no depende solo de su capacidad para obtener clientes, sino de su habilidad para convertirlos en clientes recurrentes.

**News is my Business**

**Op-Ed: Strategic planning is not just common sense**

Strategic planning is not just common sense. It is a disciplined process that involves setting a clear vision, defining key objectives, and developing a roadmap to achieve them.

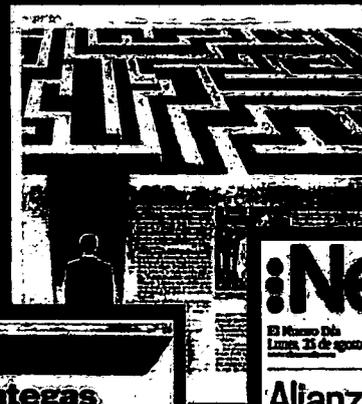
Many of these are things that, but there will be a plan that they have to follow, and they will be successful.

Strategic planning is not just common sense. It is a disciplined process that involves setting a clear vision, defining key objectives, and developing a roadmap to achieve them.

## MAPA ESTRATÉGICO PARA IMPULSAR TU NEGOCIO

El éxito de una empresa depende de su capacidad para adaptarse a los cambios del mercado. Un mapa estratégico puede ayudarte a definir tu visión y a establecer una estrategia clara y ejecutable.

Este mapa estratégico te ayudará a identificar tus fortalezas y debilidades, y a desarrollar una estrategia que te permita alcanzar tus objetivos de manera efectiva.



**negocios**

### Estrategias para dar en el punto

El éxito de una empresa depende de su capacidad para adaptarse a los cambios del mercado. Una estrategia clara y ejecutable es clave para alcanzar tus objetivos.

# :Negocios

El Mundo Día Lunes 25 de agosto de 2014

## Alianza para crecer

este Strategic Minds desarrolla estrategia digital para la cadena TGI Friday's en la región noreste de Estados Unidos

Strategic Minds LLC desarrolla una estrategia digital para la cadena TGI Friday's en la región noreste de Estados Unidos.

## REVELA COMO TRIUNFÓ

El éxito de una empresa depende de su capacidad para adaptarse a los cambios del mercado. Una estrategia clara y ejecutable es clave para alcanzar tus objetivos.

## Empresas

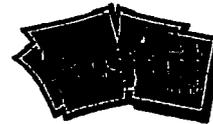
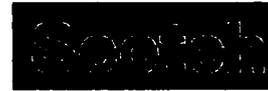
### Conexión puertorriqueña con una visión expansiva

El éxito de una empresa depende de su capacidad para adaptarse a los cambios del mercado. Una estrategia clara y ejecutable es clave para alcanzar tus objetivos.



# Líderes de Opinión Estratégica

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 Clientes

EM

# STRATEGIC MINDS

GROWTH STRATEGIES FOR  
BUSINESSES & ENTREPRENEURS

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📷 StrategicMindsLLC

# TRAVELERS J

October 15, 2014

PR Infrastructure Financing Authority  
María L. Santiago Rivera  
President Board of Awards  
World Plaza Building  
Fourth Floor (4th), Suite 400  
268 Muñoz Rivera Avenue  
Hato Rey, Puerto Rico 00918

RE: Omega Engineering, LLC  
BOND NO. 10544608686  
Project: "PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE PHASE III &  
PHASE IV. BID NO. AFI-BP-15-05-PASEO."

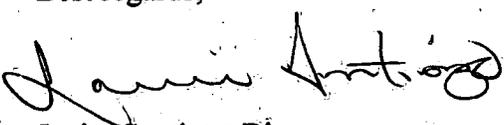
Dear Mrs. Santiago:

We are pleased to share with you our experience as surety for Omega Engineering, LLC. We consider Omega Engineering, LLC one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

We have bonded Omega Engineering, LLC for various years and have established a surety program of \$16 million single and \$120 million aggregate. We are pleased with their past performance and look favorably considering any bonding proposition they would like to entertain. The surety has reviewed the RFP and is familiar with the contractual structure and financial structure described therein, and evaluated the Proponent's backlog and work in progress in determining its bonding capacity. Travelers Casualty and Surety Company is rated A++ XV by Am Best.

The above information is given as a courtesy, submitted in strict confidence for your own exclusive use and is without responsibility on the part of this company and its officers.

Best regards,

  
Javier Santiago Rivera  
Attorney in Fact

**TRAVELERS CASUALTY AND SURETY COMPANY**

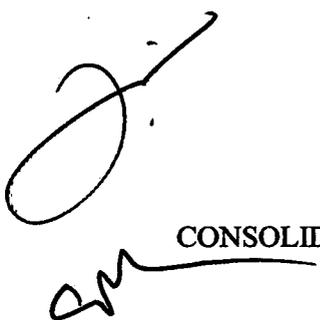
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**CONSOLIDATED FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION**

**AND INDEPENDENT AUDITORS' REPORT**

**OMEGA ENGINEERING, LLC AND ITS SUBSIDIARY**

**February 28, 2013 and February 29, 2012**



CONSOLIDATED FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION

AND INDEPENDENT AUDITORS' REPORT

OMEGA ENGINEERING, LLC AND ITS SUBSIDIARY

February 28, 2013 and February 29, 2012

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## INDEPENDENT AUDITORS' REPORT

The Members  
Omega Engineering, LLC  
San Juan, Puerto Rico

We have audited the accompanying consolidated balance sheets of Omega Engineering, LLC and its subsidiary as of February 28, 2013 and February 29, 2012 and the related consolidated statements of operations and member's equity, and cash flows for the years then ended, and the related notes to consolidated financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made, by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Omega Engineering, LLC and its subsidiary as of February 28, 2013 and February 29, 2012, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information contained in pages 25 through 31 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



San Juan, Puerto Rico  
September 18, 2013

*UHY Del Valle & Nieves PSC*

Omega Engineering, LLC and its subsidiary

CONSOLIDATED BALANCE SHEETS

February 28, 2013 and February 29, 2012

ASSETS

	<u>2013</u>	<u>2012</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 1,538,188	\$ 3,526,373
Marketable securities	3,720,237	2,783,218
Accounts receivable	<u>14,074,777</u>	<u>10,156,227</u>
Total current assets	<u>19,333,202</u>	<u>16,465,818</u>
<b>PROPERTY AND EQUIPMENT, net of accumulated depreciation and amortization</b>		
	<u>24,392</u>	<u>74,029</u>
<b>OTHER ASSETS</b>		
Due on contract-non current-third party	2,639,978	2,639,978
Due on contracts - non-current related party	-	1,200,981
Account receivable-member	1,687,970	2,202,166
Account receivable-affiliated company	601,099	1,950,469
Costs and estimated earnings in excess of billings on uncompleted contract-non current	2,576,285	6,167,579
Real estate properties	2,315,000	-
Deposit	<u>20,000</u>	<u>20,000</u>
Total other assets	<u>9,840,332</u>	<u>14,181,173</u>
	<u>\$ 29,197,926</u>	<u>\$ 30,721,020</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary

CONSOLIDATED BALANCE SHEETS - CONTINUED

February 28, 2013 and February 29, 2012

LIABILITIES AND MEMBER'S EQUITY

	<u>2013</u>	<u>2012</u>
<b>CURRENT LIABILITIES</b>		
Notes payable	\$ 6,200,000	\$ 6,200,000
Current portion long-term debt	1,682,059	133,333
Accounts payable	6,808,634	5,099,246
Accrued expenses	138,285	247,325
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>3,929,771</u>	<u>3,194,425</u>
<i>CAR</i> Total current liabilities	18,758,749	14,874,329
<b>LONG-TERM DEBT, less current maturities</b>		
	<u>-</u>	<u>1,682,059</u>
Total liabilities	<u>18,758,749</u>	<u>16,556,388</u>
<b>MEMBER'S EQUITY</b>		
Member's equity	10,604,432	14,131,326
Unrealized (loss) gain on marketable securities	<u>(165,255)</u>	<u>33,306</u>
Total member's equity	<u>10,439,177</u>	<u>14,164,632</u>
	<u>\$ 29,197,926</u>	<u>\$ 30,721,020</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary

CONSOLIDATED STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

Year ended February 28, 2013 and February 29, 2012

	<u>2013</u>	<u>2012</u>
Contracts revenue	\$ 29,186,327	\$ 14,000,949
Contracts cost	<u>(26,230,531)</u>	<u>(12,421,028)</u>
Gross profit	2,955,796	1,579,921
General and administrative expenses	<u>(1,828,447)</u>	<u>(1,993,758)</u>
Earnings (loss) from operations	<u>1,127,349</u>	<u>(413,837)</u>
Other revenues (expenses)		
Interest and dividend income	702,871	729,949
Bad debt expense	(1,255,865)	(1,003,192)
Other losses in construction contract	(3,591,294)	-
Realized gain on sale of investment	87,452	1,788
Other revenue	-	6,319
Interest expense	<u>(597,407)</u>	<u>(630,173)</u>
	<u>(4,654,243)</u>	<u>(895,309)</u>
NET LOSS	(3,526,894)	(1,309,146)
OTHER COMPREHENSIVE LOSS		
Change in unrealized gain or loss in marketable securities available for sale	<u>(198,561)</u>	<u>470,740</u>
COMPREHENSIVE LOSS	(3,725,455)	(838,406)
Member's equity at beginning of year	14,131,326	15,440,472
Change in unrealized gain or loss in marketable securities available for sale	<u>198,561</u>	<u>(470,740)</u>
Member's equity at end of year	<u>\$ 10,604,432</u>	<u>\$ 14,131,326</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
 Year ended February 28, 2013 and February 29, 2012

	2013	2012
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (3,526,894)	\$ (1,309,146)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	49,637	110,149
Bad debt expense	1,255,865	1,003,192
Gain on sale of marketable securities	(87,452)	(1,788)
(Increase) decrease in assets:		
Accounts receivable	(3,952,592)	(309,519)
Costs and estimated earnings in excess of billings on uncompleted contracts	3,591,294	1,089,483
Increase (decrease) in liabilities:		
Accounts payable	1,709,388	(54,502)
Accrued expenses	(109,040)	(366,288)
Billings in excess of costs and estimated earnings on uncompleted contracts	735,346	2,933,248
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<b>(334,448)</b>	<b>3,094,829</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net purchases of marketable securities	(1,048,128)	(46,096)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(133,333)	(183,334)
Net advances to affiliated companies	(776,472)	(381,307)
Net advances from (to) member's	304,196	(284,521)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<b>(605,609)</b>	<b>(849,162)</b>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary

CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED

Year ended February 28, 2013 and February 29, 2012

	<u>2013</u>	<u>2012</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,988,185)	2,199,571
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>3,526,373</u>	<u>1,326,802</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 1,538,188</u>	<u>\$ 3,526,373</u>

SUPPLEMENTARY DISCLOSURE OF CASH FLOWS INFORMATION:

 Cash paid during the year for interest	\$ <u>597,407</u>	\$ <u>630,173</u>
--	-------------------	-------------------

SUPPLEMENTARY SCHEDULE OF NON-CASH INVESTING ACTIVITIES:

Change in unrealized gain or loss in marketable securities	\$ <u>(198,561)</u>	\$ <u>470,740</u>
Real estate property acquire through a cancellation of a portion of the account receivable-member balance	\$ <u>315,000</u>	\$ <u>-</u>
Real estate property acquire through a cancellation of a portion of the account receivable-affiliate balance	\$ <u>2,000,000</u>	\$ <u>-</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

February 28, 2013 and February 29, 2012

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES

The company was organized under the laws of the Commonwealth of Puerto Rico, and commenced operations on March 2, 2009, after assuming all rights and obligations of Omega Engineering, S.E. through a tax free reorganization under the Puerto Rico Internal Revenue Code. The company continued engaged in the general construction industry for commercial and residential properties.

Inmobiliaria H.R., Incorporado is a wholly owned subsidiary and was organized under the laws of the Commonwealth of Puerto Rico. The company is engaged in the real estate business for buy, sell and administration of real estate properties.

A summary of the significant accounting policies followed in the United States of America and consistently applied in the preparation of the accompanying consolidated financial statements judged by management to be the most appropriate in the circumstances to present fairly the company's financial position and results of operations in accordance with accounting principles generally accepted in the United States of America follows:

1. Date of management's review

Subsequent events were evaluated through September 18, 2013 which is the date of the consolidated financial statements were available to be issued.

2. Basis of presentation

The consolidated financial statements include the accounts of Omega Engineering, LLC and Inmobiliaria H.R., Incorporado (A wholly owned subsidiary). Intercompanies balances and transactions have been eliminated.

Inmobiliaria H.R., Incorporado fiscal year ended December 31, 2012. However for the consolidation process the financial statements used belongs to February 2013 principally due to this company has no operations. Between December 31, 2012 to February 28, 2013 the company acquired a real estate property in the amount of \$2,000,000 from an affiliate company. For the period ended February 28, 2013 the company has not commenced operations.

3. Use of estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amount of revenues and expenses. Accordingly, actual results could differ from those estimates

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE A- NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

4. Method of accounting for long-term construction contracts

Omega Engineering, LLC recognizes revenues on long-term construction contracts on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total costs for each contract. It is not related to the progress billings to customers. The method is used because management considers total costs to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools repair, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Inmobiliaria H.R., Incorporado recognized its sales and operational costs using the accrual basis of accounting whereby income is recorded as earned and expenses as incurred.

5. Cash and cash equivalents

For purposes of the consolidated statement of cash flows, the company considers all highly liquid debt instruments with a maturity of three month or less to be cash equivalents.

6. Contracts receivable and allowance for doubtful accounts

Provision for losses on accounts receivable are made in amounts required to maintain an adequate allowance to cover anticipated bad debts. Accounts receivables are charged against the allowance when the company determines that payment will not be received. Any subsequent receipts are credited to the allowance. As of February 28, 2013 and February 29, 2012, an allowance for doubtful accounts was not considered necessary.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

7. Contracts retainage

In accordance with industry practice, current assets and liabilities include retainages relating to construction contracts, which are realizable and payable after the completion of each contract.

8. Prepaid expenses

Expenditures made to secure the use of assets as the receipt of services at a future date are charged to the prepaid expense account and are amortized based on the term and the usage of the amounts.

9. Financial instruments

The carrying amounts of cash equivalents, accounts receivable, marketable securities, other assets, notes payable, accounts payable and accrued expenses approximate fair value because of the short-maturity of these items.

10. Property and equipment

Property and equipment are stated at cost. Additions, renewals, and betterments are capitalized whereas expenditures for maintenance and repairs are charged to earnings as incurred. The cost and related accumulated depreciation of assets retired or sold are removed from the appropriate asset and depreciation accounts, and the resulting gain or loss is reflected in earnings, except for any gain or loss on assets traded where is reflected on the basis of the newly acquired asset.

Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives, principally on a straight-line basis. Leasehold improvements are amortized over the lives of the respective lease or the service lives of the improvements, whichever is shorter.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

10. Property and equipment - Continued

Property and equipment at February 28, 2013 and February 29, 2012 consists of the following:

	<u>2013</u>	<u>2012</u>
Furniture and office equipment	\$ 191,501	\$ 191,501
Leasehold improvements	174,936	174,936
Software	17,331	17,331
Motor vehicles	847,827	847,827
Machinery and equipment	<u>244,736</u>	<u>244,736</u>
	1,476,331	1,476,331
Less accumulated depreciation and amortization	<u>(1,451,939)</u>	<u>(1,402,302)</u>
Net property and equipment	<u>\$ 24,392</u>	<u>\$ 74,029</u>

11. Impairment of long-lived assets

Long-lived assets, consisting of property and equipment and real estate properties, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by which the carrying amount of the asset exceeds its estimated future cash flow. Assets to be disposed of are separately presented in the consolidated balance sheets and reported at the lower of the carrying amount or fair value less cost to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the consolidated balance sheets. For the year ended February 28, 2013 and February 29, 2012, the recognition of an impairment loss was not considered necessary.

12. Income taxes

Omega Engineering, LLC, has elected to be taxed under a special provision of the Puerto Rico Internal Revenues Code. Under this provision, all corporate earnings will be treated as distributed and will be included in the member's income tax return based on their percentage of ownership using the completed contract method of accounting. Accordingly, the company will not be a tax paying entity. As required, all income tax withholding made by the company on behalf of the member's will be used to reduce the member's income tax liability. These withholdings will be recognized in the financial statements as a distribution to the member's.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

12. Income taxes – continued

Inmobiliaria H.R., Incorporado is taxed for the Puerto Rico Treasury Department as regular corporation.

13. Comprehensive earnings

The company adopted FASB ASC 222 "Reporting Comprehensive Earnings". This statement establishes standards for reporting and the display of consolidated comprehensive earnings and its components in a full set of consolidated financial statements. The statement requires that all items that are required to be recognized under accounting standards as components of consolidated comprehensive earnings to be disclosed in the consolidated financial statements. Comprehensive earnings are defined as the change in equity during a period from transactions and other events from non-owner sources. Comprehensive earnings are the total of net earnings and other comprehensive earnings, which for the company are compromised entirely of unrealized gain or losses on marketable securities available for sale.

14. Concentration of credit risk

The company maintains its cash in bank deposit accounts at high credit quality financial institutions. At February 28, 2013 and February 29, 2012, the accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. The balances, at times through the during the year, may exceeded federally insured limits. At February 28, 2013 and February 29, 2012, cash in banks exceeded the insured limits by \$362,113 and \$1,108,310, respectively.

NOTE B - CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of the following:

	<u>2013</u>	<u>2012</u>
Cash - checking accounts	\$ 535,815	\$ 1,065,279
Money market funds	<u>1,002,373</u>	<u>2,461,094</u>
Total cash and cash equivalents	<u>\$ 1,538,188</u>	<u>\$ 3,526,373</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE C - MARKETABLE SECURITIES

The company investments in marketable securities are classified in the available for sale securities category; therefore, the securities are carried at fair market value. The book values for debt securities represent their amortized costs plus or minus an allowance for unrealized increase (decrease) in market value of investment as of the closing date of these statements. Unrealized gains and losses for this category are excluded from earnings and reported as a separate component of members' capital. Realized gains and losses are included in earnings and are determined on the basis of specific identification.

Carrying values:

The following table presents information on the values of the investments (amortized cost is net of amortization or discount) for the years ended February 28, 2013 and February 29, 2012, respectively.

	2 0 1 3				
	Amortized cost	Gross unrealized gain (loss)	Estimated market value	Variable credit line	Carrying value
Mutual Funds	\$ 6,765,380	\$ 138,167	\$ 6,903,547	\$ (6,903,547)	\$ -
Equity	174,351	(103,110)	71,241	(71,241)	-
Government Funds	<u>7,798,711</u>	<u>(200,312)</u>	<u>7,598,399</u>	<u>(3,878,162)</u>	<u>3,720,237</u>
	<u>\$ 14,738,442</u>	<u>\$ (165,255)</u>	<u>\$ 14,573,187</u>	<u>\$ (10,852,950)</u>	<u>\$ 3,720,237</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE C - MARKETABLE SECURITIES - CONTINUED

	2 0 1 2				
	Amortized cost	Gross unrealized gain (loss)	Estimated market value	Variable credit line	Carrying value
Mutual Funds	\$ 1,257,204	\$ 105,149	\$ 1,362,353	\$ (1,362,353)	\$ -
<del>Equity</del>	174,351	(123,491)	50,860	(50,860)	-
Government Funds	<u>9,905,346</u>	<u>51,648</u>	<u>9,956,994</u>	<u>(7,173,776)</u>	<u>2,783,218</u>
	<u>\$ 11,336,901</u>	<u>\$ 33,306</u>	<u>\$ 11,370,207</u>	<u>\$ (8,586,989)</u>	<u>\$ 2,783,218</u>

NOTE D - FAIR VALUE MEASUREMENTS

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE D - FAIR VALUE MEASUREMENTS - CONTINUED

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at February 28, 2013 and February 29, 2012, respectively.

*Equity and debt securities:* Valuated at the closing price reported on the active market on which the individual securities are traded.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the plan believes its valuation methods are appropriate and consistent with other market participants, the use company of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

As per the fair value hierarchy under FASB ASC 820, all of the company's investments as of February 28, 2013 and February 29, 2012 are classified as level 1.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE E - ACCOUNTS RECEIVABLE

Accounts receivable at February 28, 2013 and February 29, 2012 consist of the following:

	<u>2013</u>	<u>2012</u>
Due on construction contracts:		
Contracts in process - third parties		
Current	\$ 4,797,077	\$ 3,306,528
Retainage	<u>3,338,209</u>	<u>1,321,106</u>
	<u>8,135,286</u>	<u>4,627,634</u>
Contract in process - affiliated company		
Current	-	1,377,935
Retainage	<u>-</u>	<u>558,709</u>
	<u>-</u>	<u>1,936,644</u>
Completed contracts - third parties		
Current	347,161	103,705
Retainage	<u>249,934</u>	<u>67,026</u>
	<u>597,095</u>	<u>170,731</u>
Completed contracts - affiliated company		
Current	1,443,205	101,578
Retainage	<u>704,330</u>	<u>145,621</u>
	<u>2,147,535</u>	<u>247,199</u>
Total due on contracts	<u>10,879,916</u>	<u>6,982,208</u>
Others:		
Accounts receivable-claim	2,999,942	2,999,942
Member	-	105,000
Affiliates	169,378	43,536
Others	<u>25,541</u>	<u>25,541</u>
	<u>3,194,861</u>	<u>3,174,019</u>
Total accounts receivable	<u>\$ 14,074,777</u>	<u>\$ 10,156,227</u>

Omega Engineering, LLC and its subsidiary  
 NOTES TO FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE F - CONTRACTS IN PROCESS

Costs and billings on uncompleted contracts are summarized as follows:

	<u>2013</u>	<u>2012</u>
Costs incurred to date	\$ 61,918,365	\$ 63,861,760
Estimated earnings	<u>7,970,471</u>	<u>7,492,194</u>
Total revenues on contracts in process	69,888,836	71,353,954
Less billings to date	<u>(71,242,322)</u>	<u>(68,380,800)</u>
	<u>\$ (1,353,486)</u>	<u>\$ 2,973,154</u>

Included in the accompanying consolidated balance sheets as:

Costs and estimated earnings in excess of billings on uncompleted contract - non current	\$ 2,576,285	\$ 6,167,579
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(3,929,771)</u>	<u>(3,194,425)</u>
	<u>\$ (1,353,486)</u>	<u>\$ 2,973,154</u>

NOTE G - RELATED PARTY TRANSACTIONS

Affiliated companies

The company is a member of a group of companies, which are affiliated. Transactions among them are made based on agreements between the parties involved with respect to the working capital needs occurring during the years. These transactions are non-interest bearing agreements with the intention of repaying the amounts when the financial condition of the entities permits such cash outlays. As of February 28, 2013 and February 29, 2012, the balance due from its affiliates amounted to \$770,477 and \$1,994,005, respectively.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE G - RELATED PARTY TRANSACTIONS - CONTINUED

Subsequent to the year ended February 28, 2013, the company collected \$169,378 from the affiliated companies.

Under the Internal Revenue Code of the Puerto Rico Treasury Department, the company and its affiliates are defined as related parties of a controlled group.

Member's

Due from member's represent advances made to the principal owner. As of February 28, 2013 and February 29, 2012, the balance due from the company's member amounted to \$1,687,970 and \$2,307,166, respectively. These advances are non-interest bearing and are due on demand.

Commitment

The company conducts its operations in a facility owned by an affiliated company under a five years operating lease agreement, which expires on April 1, 2013. The agreement calls for monthly rental payments of \$15,000. Subsequent to April 2013 the company continue operating in this facility under a verbal agreement with the same payment terms.

Rent expense changed to the company's operations for the year ended February 28, 2013 and February 29, 2012 amounted to \$146,000 and \$151,000, respectively.

Future minimum lease payment for the next year ending February 28, 2014 amounted to \$180,000.

Construction contract – affiliate

The company entered into various constructions contracts with various affiliated companies. At February 28, 2013 and February 29, 2012, the balance due from affiliated companies with respect to these construction contracts amounted to \$2,147,535 and \$3,384,824, respectively.

As a default of the developer and eventually a foreclosure of one of this project occurred during the year ended February 28, 2013, Omega Engineering, LLC was affected and recognized a loss in the amount of \$3,591,294, related to cost incurred and not billed to the affiliate.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE H - NOTES PAYABLE

Omega Engineering, LLC had available lines of credit agreements with various banks, which are secured with the personal guarantee of company's member. These line of credit agreements were canceled by the financial institutions. The maximum amount available under these agreements were \$6,150,000 at February 28, 2013 and February 29, 2012. Borrowings were evidenced by the issuance of short-term notes, in which one of the note at February 29, 2012 bear interest at 2% over the banks prevailing prime rate with a floor of 6% and the other note bear interest at 2% over the USD libor rate with a floor rate 2.50%.

As of February 28, 2013 and February 29, 2012, the balance due under these line of credit agreements amounted to \$6,200,000 for both years. The company is in a negotiation process trying to convert these agreements in long-term debts with monthly payments.

NOTE I - ACCOUNTS PAYABLE

Accounts payable at February 28, 2013 and February 29, 2012 consist of the following:

	<u>2013</u>	<u>2012</u>
Trade	\$ 1,667,919	\$ 794,249
Subcontracts payable		
Current	1,674,641	1,450,150
Retainage	<u>3,466,074</u>	<u>2,854,847</u>
	<u>\$ 6,808,634</u>	<u>\$ 5,099,246</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE J - LONG-TERM DEBT

Long-term debt consist of the following:

Long-term debt incurred as part of a refinancing of one of the company's line of credit. As part of the agreement the company should perform a payment of \$50,000 on March 2011. In addition to six semestral installment of \$66,666 plus 4% interest over the Libor rate with a floor of 4.25% commencing on June 2011, and a final payment of \$1,548,725, on December 31, 2013. The long-term debt is collateralized with personal guarantee of company member's.

	<u>2013</u>	<u>2012</u>
	\$ 1,682,059	\$ 1,815,392
Less current maturities	<u>(1,682,059)</u>	<u>(133,333)</u>
 LONG-TERM DEBT, less current maturities	 \$ <u>          -</u>	 \$ <u>1,682,059</u>

Maturities of long-term for the next year ending February 28, 2014 amounting to \$1,682,059.

NOTE K - INCOME TAXES

As mentioned in Note A Omega Engineering, LLC is not a tax paying entity. The net taxable earnings or loss of the company is distributed and included in the tax return of the member using the completed contract method of accounting. If this distribution represents an estimated tax liability, the company will be making the income tax payments on behalf of the member to reduce its tax liability. These payments will be recognized in the financial statements as distributions to members.

For the year ended February 28, 2013, the company sustained a net taxable losses for tax purposes, after considering various timing differences for income taxes purposes. These losses will be distributed to the member's and are available to offset 2014 distributable taxable earnings.

For the year ended February 29, 2012 the net taxable earnings distribution included in the member's tax return amounted to approximately \$948,977, after considering various timing differences for income tax returns purposes. As of February 29, 2012, the distribution represented a tax liability of approximately \$313,000. However, the company made payments of approximately \$194,548 related to alternative minimum tax and it is available for income tax liability for the year ended February 29, 2012.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE K - INCOME TAXES - CONTINUED

The company's income tax returns for the years ended February 28, 2013 and February 29, 2012 can be subject to examination by the Puerto Rico Department of Treasury on or before four years after they were filed.

NOTE L - BACKLOG

The following schedule summarizes changes in backlog on contracts during the years ended February 28, 2013 and February 29, 2012. Backlog represents the amount of revenue the company expects to realize from uncompleted contracts at end of each year and contractual agreements on work which has not yet began.

	<u>2013</u>	<u>2012</u>
Backlog balance at beginning of year	\$ 34,946,561	\$ 36,008,153
New contracts and additions signed during the year	<u>9,919,891</u> 44,866,452	<u>12,939,357</u> 48,947,510
Less contracts revenue earned	<u>(29,186,327)</u>	<u>(14,000,949)</u>
Backlog balance at end of year	\$ <u>15,680,125</u>	\$ <u>34,946,561</u>

NOTE M - MAJOR CUSTOMERS

The company earned a substantial portion of its revenues from various construction contracts during the year ended February 28, 2013 and February 29, 2012. Revenues earned from these construction contracts amounted to \$28,304,986 and \$13,132,468, respectively, which represents 97% and 94% of the company's revenues. At February 28, 2013 and February 29, 2012 the amounts due from these construction contracts, amounted to \$8,174,709 and \$4,635,645, respectively.

NOTE N - CONTINGENCY

The company has filed two claims against a governmental agency of the Commonwealth of Puerto Rico to recover extended field and home office overhead, additional costs incurred and interests. Outside counsel has advised that both claims are reasonable, well supported and the best scenario with respect to the awarding of the claims is expected. It is management's opinion that the total amounts of costs claimed are recoverable.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2013 and February 29, 2012

NOTE N – CONTINGENCY - CONTINUED

One of the claims is due to delays caused by the owner of the project as a result of changes in the project designs and the delivery of units to be remodel. During the year ended February 28, 2010 the company obtained a partial arbitration decision in which the company was awarded with \$859,849 in this lawsuit. In addition, during the year ended February 28, 2011 the arbitration proceedings have concluded and the company was awarded an additional amount of \$2,140,093, which has been accrued in the accompanying consolidated financial statements. The company expected to collect the amount awarded \$2,999,942 during the year ending February 28, 2013. The company's legal representation confirmed that the court ordered to the governmental agency to include the payment of the amount agreed plus interest in the current fiscal year.

The other claim was filed to recover additional incurred costs, arising of changes requested by the owner, plus lost of profit as a result of the cancellation of a contract. The company's legal representation has confirmed that the company should prevail and obtain a favorable award in excess of \$5,000,000. This possible claim to be collected has not been recognized in the accompanying consolidated financial statements.

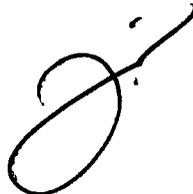
In addition, the company is acting as both plaintiff and defendant in various lawsuits arising in the normal course of business. Outside counsel has advised that at this stage of the proceedings it is not possible to make a reasonable prediction as to the outcome of the lawsuits. It is management's opinion that there will not be a material effect on the companies financial position from an adverse outcome in any of the cases in which the company acts as a defendant.

**SUPPLEMENTARY INFORMATION**

Omega Engineering, LLC and its subsidiary

CONTRACTS REVENUE EARNED

Year ended February 29, 2013



	<u>Revenues earned</u>	<u>Cost of revenues</u>	<u>Gross profit (loss)</u>
Completed contract at end of year - page 27	\$ 1,923,374	\$ (1,693,032)	\$ 230,342
Contracts in process at end of year - page 28	27,262,953	(24,342,790)	2,920,163
Contract closed on prior years, claim and other charges	<u>-</u>	<u>(194,709)</u>	<u>(194,709)</u>
	<u>\$ 29,186,327</u>	<u>\$ (26,230,531)</u>	<u>\$ 2,955,796</u>

Omega Engineering, LLC and its subsidiary

COMPLETED CONTRACT

Year ended February 28, 2013



Escuela Julio Selles Solas

<u>Contract total</u>		
<u>Revenues earned</u>	<u>Cost of revenues</u>	<u>Gross profit</u>
<u>\$ 1,923,374</u>	<u>\$ 1,693,032</u>	<u>\$ 230,342</u>

Omega Engineering, LLC and its subsidiary

CONTRACTS IN PROCESS

Year ended February 28, 2013

**UHY Del Valle & Nieves PSC**  
 CPA and Business Advisors

	Contracts total		From inception to February 28, 2013					At February 28, 2013		Year ended February 28, 2013		
	Adjusted contracts price	Estimated profit at completion	Revenues earned	Cost of revenues	Gross profit	Billed to date	Estimated costs to complete	Costs and estimated earnings in excess of billings on uncompleted contracts	Billings in excess of costs and estimated earnings on uncompleted contracts	Revenues earned	Cost of revenues	Gross profit
Jardines del Paraiso	\$ 27,642,575	\$ 3,404,222	\$ 25,949,822	\$ 22,754,065	\$ 3,195,757	\$ 23,373,537	\$ 1,484,288	\$ 2,576,285	\$ -	\$ -	\$ -	\$ -
The Salvation Army	14,882,754	1,525,338	12,685,061	11,384,965	1,300,096	13,038,077	1,972,451	-	353,016	6,734,355	6,044,206	69
Esc. Federico Degetau - Aibonito	7,070,927	777,507	6,511,843	5,795,812	716,031	6,963,947	497,608	-	452,104	4,140,467	3,688,481	451,986
Esc. Francisco Zayas - Villaiba	5,609,473	617,226	5,042,685	4,487,824	554,861	5,582,915	504,423	-	540,230	2,893,706	2,575,233	318,473
Esc. Manuel Martin - Santa Isabel	7,444,596	952,953	6,576,764	5,734,899	841,865	7,291,836	756,744	-	715,072	3,834,435	3,343,588	490,847
Esc. Purificación Rodriguez - Coamo	5,385,986	651,199	4,766,093	4,189,843	576,250	5,282,186	544,944	-	516,093	2,785,373	2,448,790	336,583
Walgreens - Saint Thomas	8,072,481	784,182	5,863,019	5,293,470	569,549	6,734,343	1,994,829	-	871,324	4,381,068	3,965,005	416,063
VAPR Federal Credit Union	4,290,803	385,938	881,341	802,068	79,273	1,017,730	3,102,797	-	136,389	881,341	802,068	79,273
Posada Amor y Vida	2,024,366	182,101	1,336,517	1,216,291	120,226	1,582,921	625,974	-	246,404	1,336,517	1,216,291	120,226
Walgreens - Vega Alta	3,145,000	188,943	275,691	259,128	16,563	374,830	2,696,929	-	99,139	275,691	259,128	16,563
	<u>\$ 85,568,961</u>	<u>\$ 9,469,609</u>	<u>\$ 69,888,836</u>	<u>\$ 61,918,365</u>	<u>\$ 7,970,471</u>	<u>\$ 71,242,322</u>	<u>\$ 14,180,987</u>	<u>\$ 2,576,285</u>	<u>\$ 3,929,771</u>	<u>\$ 27,262,953</u>	<u>\$ 24,342,790</u>	<u>\$ 2,920,163</u>

Omega Engineering, LLC and its subsidiary  
SCHEDULE OF CONSOLIDATING BALANCE SHEET

February 28, 2013

UHY Del Valle & Nieves PSC  
CPA and Business Advisors

	Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
			DR	CR	
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash and cash equivalents	\$ 1,538,188	\$ -	\$ -	\$ -	\$ 1,538,188
Marketable securities	3,720,237	-	-	-	3,720,237
Accounts receivable	14,074,777	-	-	-	14,074,777
Total current assets	<u>19,333,202</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,333,202</u>
<b>PROPERTY AND EQUIPMENT,</b>					
net of accumulated depreciation and amortization	<u>24,392</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>24,392</u>
<b>OTHER ASSETS</b>					
Due on contract-non current-third party	2,639,978	-	-	-	2,639,978
Account receivable-member	1,687,970	-	-	-	1,687,970
Account receivable-affiliated company	601,099	-	-	-	601,099
Cost and estimated earnings in excess of billings on uncompleted contract-non current	2,576,285	-	-	-	2,576,285
Real estate properties	-	2,315,000	-	-	2,315,000
Investment in subsidiary	2,315,000	-	-	2,315,000	-
Deposit	20,000	-	-	-	20,000
Total other assets	<u>9,840,332</u>	<u>2,315,000</u>	<u>-</u>	<u>2,315,000</u>	<u>9,840,332</u>
	<u>\$ 29,197,926</u>	<u>\$ 2,315,000</u>	<u>\$ -</u>	<u>\$ 2,315,000</u>	<u>\$ 29,197,926</u>

Omega Engineering, LLC and its subsidiary  
**SCHEDULE OF CONSOLIDATING BALANCE SHEET**

February 28, 2013

Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
		DR	CR	

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Notes Payable	\$ 6,200,000	\$ -	\$ -	\$ -	\$ 6,200,000
Current portion long-term debt	1,682,059	-	-	-	1,682,059
Accounts payable	6,808,634	-	-	-	6,808,634
Accrued expenses	138,285	-	-	-	138,285
Billings in excess of costs and estimated earnings on uncompleted contracts	3,929,771	-	-	-	3,929,771
<b>Total current liabilities</b>	<b>18,758,749</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,758,749</b>

**LONG-TERM DEBT, less current maturities**

	-	-	-	-	-
<b>Total liabilities</b>	<b>18,758,749</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,758,749</b>

**EQUITY**

Member's equity	10,604,432	-	-	-	10,604,432
Unrealized loss in marketable securities	(165,255)	-	-	-	(165,255)
Common stocks	-	5,000	5,000	-	-
Additional paid in capital	-	2,310,000	2,310,000	-	-
	<b>10,439,177</b>	<b>2,315,000</b>	<b>2,315,000</b>	<b>-</b>	<b>10,439,177</b>
	<b>\$ 29,197,926</b>	<b>\$ 2,315,000</b>	<b>\$ 2,315,000</b>	<b>\$ -</b>	<b>\$ 29,197,926</b>

Omega Engineering, LLC and its subsidiary  
**SCHEDULE OF CONSOLIDATING STATEMENT OF OPERATIONS AND MEMBER'S EQUITY**  
 Year ended February 28, 2013

	Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
			DR	CR	
Contracts revenue	\$ 29,186,327	\$ -	\$ -	\$ -	\$ 29,186,327
Contracts costs	(26,230,531)	-	-	-	(26,230,531)
Gross profit	2,955,796	-	-	-	2,955,796
General and administrative expenses	(1,828,447)	-	-	-	(1,828,447)
Earnings from operations	1,127,349	-	-	-	1,127,349
Other revenues (expenses)					
Interest and dividends income	702,871	-	-	-	702,871
Bad debt expense	(1,255,865)	-	-	-	(1,255,865)
Other losses in construction contract	(3,591,294)	-	-	-	(3,591,294)
Realized gain on sale investment	87,452	-	-	-	87,452
Interest expense	(597,407)	-	-	-	(597,407)
	(4,654,243)	-	-	-	(4,654,243)
NET LOSS	(3,526,894)	-	-	-	(3,526,894)
OTHER COMPREHENSIVE LOSS					
Change in unrealized loss in marketable securities available for sale	(198,561)	-	-	-	(198,561)
COMPREHENSIVE LOSS	(3,725,455)	-	-	-	(3,725,455)
Member's equity at beginning of year	14,131,326	-	-	-	14,131,326
Change in unrealized loss in marketable securities available for sale	198,561	-	-	-	198,561
Member's equity at end of year	\$ 10,604,432	\$ -	\$ -	\$ -	\$ 10,604,432

*[Handwritten signature]*

**CONSOLIDATED FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION**

**AND INDEPENDENT AUDITORS' REPORT**

**OMEGA ENGINEERING, LLC AND ITS SUBSIDIARY**

**February 28, 2014 and 2013**

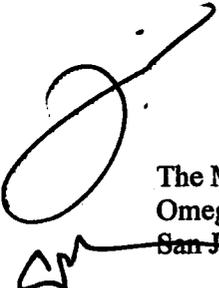
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**CONSOLIDATED FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION  
AND INDEPENDENT AUDITORS' REPORT  
OMEGA ENGINEERING, LLC AND ITS SUBSIDIARY  
February 28, 2014 and 2013**

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INDEPENDENT AUDITORS' REPORT



The Members  
Omega Engineering, LLC  
San Juan, Puerto Rico

We have audited the accompanying consolidated balance sheets of Omega Engineering, LLC and its subsidiary as of February 28, 2014 and 2013 and the related consolidated statements of operations and member's equity, and cash flows for the years then ended, and the related notes to consolidated financial statements.

**Management's Responsibility for the Financial Statements**

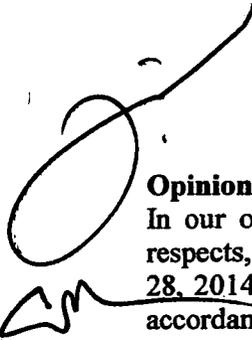
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments; the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made, by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Omega Engineering, LLC and its subsidiary as of February 28, 2014 and 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information contained in pages 26 through 32 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



San Juan, Puerto Rico  
July 10, 2014

*UHY Del Valle & Nieves PSC*

Omega Engineering, LLC and its subsidiary

CONSOLIDATED BALANCE SHEETS

February 28,

ASSETS

	<u>2014</u>	<u>2013</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 853,683	\$ 1,538,188
Marketable securities	1,447,568	3,720,237
Accounts receivable	6,110,322	14,074,777
Cost and estimated earnings in excess of billings on uncompleted contracts	<u>478,043</u>	<u>-</u>
Total current assets	<u>8,889,616</u>	<u>19,333,202</u>
<b>PROPERTY AND EQUIPMENT,</b>		
net of accumulated depreciation and amortization	<u>1,597</u>	<u>24,392</u>
<b>OTHER ASSETS</b>		
Due on contract-non current-third party	2,639,978	2,639,978
Due on contracts - non-current related party	1,936,644	-
Account receivable-member	1,687,970	1,687,970
Account receivable-affiliated company	165,037	601,099
Costs and estimated earnings in excess of billings on uncompleted contract-non current	<u>2,576,285</u>	<u>2,576,285</u>
Real estate properties	2,315,000	2,315,000
Deposit	<u>20,000</u>	<u>20,000</u>
Total other assets	<u>11,340,914</u>	<u>9,840,332</u>
	<u>\$ 20,232,127</u>	<u>\$ 29,197,926</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary  
**CONSOLIDATED BALANCE SHEETS - CONTINUED**  
 February 28,

**LIABILITIES AND MEMBER'S EQUITY**

	2014	2013
<b>CURRENT LIABILITIES</b>		
Notes payable	\$ 2,533,000	\$ 6,200,000
Current portion long-term debts	75,972	1,682,059
Accounts payable	3,926,956	6,808,634
Accrued expenses	118,165	138,285
Billings in excess of costs and estimated earnings on uncompleted contracts	459,947	3,929,771
Total current liabilities	7,114,040	18,758,749
<b>ACCOUNTS PAYABLE OTHER</b>	291,805	-
<b>LONG-TERM DEBTS, less current maturities</b>	4,222,753	-
Total liabilities	11,628,598	18,758,749
<b>MEMBER'S EQUITY</b>		
Member's equity	10,767,610	10,604,432
Unrealized loss on marketable securities	(2,164,081)	(165,255)
Total member's equity	8,603,529	10,439,177
	\$ 20,232,127	\$ 29,197,926

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary

CONSOLIDATED STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

Year ended February 28,

	<u>2014</u>	<u>2013</u>
Contracts revenue	\$ 15,435,975	\$ 29,186,327
Contracts cost	<u>(12,893,346)</u>	<u>(26,230,531)</u>
Gross profit	2,542,629	2,955,796
General and administrative expenses	<u>(1,809,251)</u>	<u>(1,828,447)</u>
Earnings from operations	<u>733,378</u>	<u>1,127,349</u>
Other revenues (expenses)		
Interest and dividend income	587,966	702,871
Bad debt expense	-	(1,255,865)
Other losses in construction contract	-	(3,591,294)
Realized (loss) gain on sale of investment	(851,674)	87,452
Other revenues	460,208	-
Loss on balance due from affiliates	(324,927)	-
Interest expense	<u>(441,773)</u>	<u>(597,407)</u>
	<u>(570,200)</u>	<u>(4,654,243)</u>
NET EARNINGS (LOSS)	163,178	(3,526,894)
OTHER COMPREHENSIVE LOSS		
Change in unrealized loss in marketable securities available for sale	<u>(1,998,826)</u>	<u>(198,561)</u>
COMPREHENSIVE LOSS	(1,835,648)	(3,725,455)
Member's equity at beginning of year	10,604,432	14,131,326
Change in unrealized loss in marketable securities available for sale	<u>1,998,826</u>	<u>198,561</u>
Member's equity at end of year	<u>\$ 10,767,610</u>	<u>\$ 10,604,432</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Year ended February 28,

	2014	2013
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net earnings (loss)	\$ 163,178	\$ (3,526,894)
Adjustments to reconcile net earnings (loss) to net cash used in operating activities:		
Depreciation and amortization	22,795	49,637
Bad debt expense	-	1,255,865
Account receivable-claim written off	404,000	-
Loss (gain) on sale of marketable securities	851,674	(87,452)
Gain on modification of line of credit	(917,000)	-
Loss on balance due from affiliates	324,927	-
Decrease (increase) in assets:		
Accounts receivable	5,454,433	(3,952,592)
Costs and estimated earnings in excess of billings on uncompleted contracts	(478,043)	3,591,294
(Decrease) increase in liabilities:		
Accounts payable	(2,589,873)	1,709,388
Accrued expenses	(20,120)	(109,040)
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(3,469,824)</u>	<u>735,346</u>
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	<u>(253,853)</u>	<u>(334,448)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net purchases of marketable securities	<u>(577,831)</u>	<u>(1,048,128)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(133,334)	(133,333)
Net advances from (to) affiliated companies	280,513	(776,472)
Net advances from member's	<u>-</u>	<u>304,196</u>
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>147,179</u>	<u>(605,609)</u>

The accompanying notes are an integral part of these statements.

Omega Engineering, LLC and its subsidiary  
**CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED**

Year ended February 28,

	2014	2013
NET DECREASE IN CASH AND CASH EQUIVALENTS	(684,505)	(1,988,185)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,538,188	3,526,373
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 853,683	\$ 1,538,188

**SUPPLEMENTARY DISCLOSURE OF CASH FLOWS INFORMATION:**

Cash paid during the year for interest	\$ 441,773	\$ 597,407
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**SUPPLEMENTARY SCHEDULE OF NON-CASH INVESTING ACTIVITIES:**

Change in unrealized loss in marketable securities	\$ 1,998,826	\$ 198,561
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Fully depreciated assets retired during the year	\$ 322,429	\$ -
--	------------	------

Notes payable converted into long-term debt	\$ 2,750,000	\$ -
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Real estate property acquire through a cancellation of a portion of the account receivable-member balance	\$ -	\$ 315,000
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Real estate property acquire through a cancellation of a portion of the account receivable-affiliate balance	\$ -	\$ 2,000,000
--	------	--------------

The accompanying notes are an integral part of these statements.



Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

February 28, 2014 and 2013

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES

The company was organized under the laws of the Commonwealth of Puerto Rico, and commenced operations on March 2, 2009, after assuming all rights and obligations of Omega Engineering, S.E. through a tax free reorganization under the Puerto Rico Internal Revenue Code. The company continued engaged in the general construction industry for commercial and residential properties.

Inmobiliaria H.R., Incorporado is a wholly owned subsidiary and was organized under the laws of the Commonwealth of Puerto Rico. The company is engaged in the real estate business for buy, sell and administration of real estate properties.

A summary of the significant accounting policies followed in the United States of America and consistently applied in the preparation of the accompanying consolidated financial statements judged by management to be the most appropriate in the circumstances to present fairly the company's financial position and results of operations in accordance with accounting principles generally accepted in the United States of America follows:

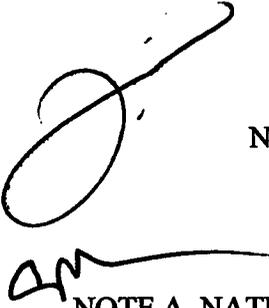
1. Date of management's review

Subsequent events were evaluated through July 10, 2014 which is the date of the consolidated financial statements were available to be issued.

2. Basis of presentation

The consolidated financial statements include the accounts of Omega Engineering, LLC and Inmobiliaria H.R., Incorporado (A wholly owned subsidiary). Intercompanies balances and transactions have been eliminated.

Inmobiliaria H.R., Incorporado fiscal year ended December 31, 2013. The accounts of Inmobiliaria H.R., Incorporado are consolidated as of its fiscal year-end of December 31. No events occurred between December 31, 2013 to February 28, 2014 that materially affected the Company's financial position, results of operations, or cash flows. For the consolidation process for the year ended February 28, 2013, the financial statements used belongs to February 2013 principally due to this company has no operations for that period. Between December 31, 2012 to February 28, 2013, the company acquired a real estate property in the amount of \$2,000,000 from an affiliate company.



Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE A- NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

3. Use of estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amount of revenues and expenses. Accordingly, actual results could differ from those estimates

4. Method of accounting for long-term construction contracts

Omega Engineering, LLC recognizes revenues on long-term construction contracts on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total costs for each contract. It is not related to the progress billings to customers. The method is used because management considers total costs to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools repair, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Inmobiliaria H.R., Incorporado recognized its sales and operational costs using the accrual basis of accounting whereby income is recorded as earned and expenses as incurred.

5. Cash and cash equivalents

For purposes of the consolidated statement of cash flows, the company considers all highly liquid debt instruments with a maturity of three month or less to be cash equivalents.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

6. Contracts receivable and allowance for doubtful accounts

Provision for losses on accounts receivable are made in amounts required to maintain an adequate allowance to cover anticipated bad debts. Accounts receivables are charged against the allowance when the company determines that payment will not be received. Any subsequent receipts are credited to the allowance. As of February 28, 2014 and 2013 an allowance for doubtful accounts was not considered necessary.

7. Contracts retainage

In accordance with industry practice, current assets and liabilities include retainages relating to construction contracts, which are realizable and payable after the completion of each contract.

8. Prepaid expenses

Expenditures made to secure the use of assets as the receipt of services at a future date are charged to the prepaid expense account and are amortized based on the term and the usage of the amounts.

9. Financial instruments

The carrying amounts of cash equivalents, accounts receivable, marketable securities, other assets, notes payable, accounts payable and accrued expenses approximate fair value because of the shorty-maturity of these items.

10. Property and equipment

Property and equipment are stated at cost. Additions, renewals, and betterments are capitalized whereas expenditures for maintenance and repairs are charged to earnings as incurred. The cost and related accumulated depreciation of assets retired or sold are removed from the appropriate asset and depreciation accounts, and the resulting gain or loss is reflected in earnings, except for any gain or loss on assets traded where is reflected on the basis of the newly acquired asset.

Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives, principally on a straight-line basis. Leasehold improvements are amortized over the lives of the respective lease or the service lives of the improvements, whichever is shorter.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

10. Property and equipment - Continued

Property and equipment at February 28, 2014 and 2013 consists of the following:

	<u>2014</u>	<u>2013</u>
Furniture and office equipment	\$ 187,501	\$ 191,501
Leasehold improvements	174,936	174,936
Software	17,331	17,331
Motor vehicles	664,398	847,827
Machinery and equipment	<u>109,736</u>	<u>244,736</u>
	1,153,902	1,476,331
Less accumulated depreciation and amortization	<u>(1,152,305)</u>	<u>(1,451,939)</u>
Net property and equipment	<u>\$ 1,597</u>	<u>\$ 24,392</u>

11. Impairment of long-lived assets

Long-lived assets, consisting of property and equipment and real estate properties, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by which the carrying amount of the asset exceeds its estimated future cash flow. Assets to be disposed of are separately presented in the consolidated balance sheets and reported at the lower of the carrying amount or fair value less cost to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the consolidated balance sheets. For the year ended February 28, 2014 and 2013 the recognition of an impairment loss was not considered necessary.

12. Income taxes

Omega Engineering, LLC, has elected to be taxed under a special provision of the Puerto Rico Internal Revenues Code. Under this provision, all corporate earnings will be treated as distributed and will be included in the member's income tax return based on their percentage of ownership using the completed contract method of accounting. Accordingly, the company will not be a tax paying entity. As required, all income tax withholding made by the company on behalf of the member's will be used to reduce the member's income tax liability. These withholdings will be recognized in the financial statements as a distribution to the member's.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE A - NATURE OF BUSINESS AND SUMMARY OF ACCOUNTING POLICIES-CONTINUED

12. Income taxes – continued

Inmobiliaria H.R., Incorporado is taxed for the Puerto Rico Treasury Department as regular corporation.

13. Comprehensive earnings

The company adopted FASB ASC 222 “Reporting Comprehensive Earnings”. This statement establishes standards for reporting and the display of consolidated comprehensive earnings and its components in a full set of consolidated financial statements. The statement requires that all items that are required to be recognized under accounting standards as components of consolidated comprehensive earnings to be disclosed in the consolidated financial statements. Comprehensive earnings are defined as the change in equity during a period from transactions and other events from non-owner sources. Comprehensive earnings are the total of net earnings and other comprehensive earnings, which for the company are comprised entirely of unrealized gain or losses on marketable securities available for sale.

14. Concentration of credit risk

The company maintains its cash in bank deposit accounts at high credit quality financial institutions. At February 28, 2014 and 2013 the accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. The balances, at times throughout the year, may exceeded federally insured limits. At February 28, 2014 and 2013 cash in banks exceeded the insured limits by \$602,710 and \$362,113, respectively.

NOTE B - CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of the following:

	<u>2014</u>	<u>2013</u>
Cash - checking accounts	\$ 707,577	\$ 535,815
Money market funds	<u>146,106</u>	<u>1,002,373</u>
Total cash and cash equivalents	<u>\$ 853,683</u>	<u>\$ 1,538,188</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE C - MARKETABLE SECURITIES

The company investments in marketable securities are classified in the available for sale securities category; therefore, the securities are carried at fair market value. The book values for debt securities represent their amortized costs plus or minus an allowance for unrealized increase (decrease) in market value of investment as of the closing date of these statements. Unrealized gains and losses for this category are excluded from earnings and reported as a separate component of members' capital. Realized gains and losses are included in earnings and are determined on the basis of specific identification.

Carrying values:

The following table presents information on the values of the investments (amortized cost is net of amortization or discount) for the years ended February 28, 2014 and 2013, respectively.

	2 0 1 4				
	<u>Amortized cost</u>	<u>Gross unrealized loss</u>	<u>Estimated market value</u>	<u>Variable credit line</u>	<u>Carrying value</u>
Mutual Funds	\$ 1,211,357	\$ (675,186)	\$ 536,171	\$ (536,171)	\$ -
Government Funds	<u>7,259,180</u>	<u>(1,488,895)</u>	<u>5,770,285</u>	<u>(4,322,717)</u>	<u>1,447,568</u>
	<u>\$ 8,470,537</u>	<u>\$(2,164,081)</u>	<u>\$ 6,306,456</u>	<u>\$ (4,858,888)</u>	<u>\$ 1,447,568</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE C - MARKETABLE SECURITIES - CONTINUED

	2 0 1 3				
	Amortized cost	Gross unrealized gain (loss)	Estimated market value	Variable credit line	Carrying value
Mutual Funds	\$ 6,765,380	\$ 138,167	\$ 6,903,547	\$ (6,903,547)	\$ -
Equity Securities	174,351	(103,110)	71,241	(71,241)	-
Government Funds	<u>7,798,711</u>	<u>(200,312)</u>	<u>7,598,399</u>	<u>(3,878,162)</u>	<u>3,720,237</u>
	<u>\$ 14,738,442</u>	<u>\$ (165,255)</u>	<u>\$ 14,573,187</u>	<u>\$ (10,852,950)</u>	<u>\$ 3,720,237</u>

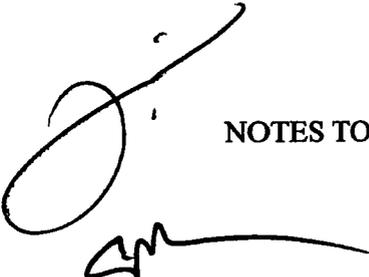
NOTE D - FAIR VALUE MEASUREMENTS

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.



Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE D - FAIR VALUE MEASUREMENTS - CONTINUED

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at February 28, 2014 and 2013 respectively.

*Equities and Fixed Income:* Valuated at the closing price reported on the active market on which the individual securities are traded.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the plan believes its valuation methods are appropriate and consistent with other market participants, the use company of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

As per the fair value hierarchy under FASB ASC 820, all of the company's investments as of February 28, 2014 and 2013 are classified as level 1.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE E - ACCOUNTS RECEIVABLE

Accounts receivable classified as part of the current assets at February 28, 2014 and 2013 consist of the following:

	<u>2014</u>	<u>2013</u>
Due on construction contracts:		
Contracts in process - third parties		
Current	\$ 2,293,931	\$ 4,797,077
Retainage	<u>2,708,399</u>	<u>3,338,209</u>
	<u>5,002,330</u>	<u>8,135,286</u>
Completed contracts - third parties		
Current	12,455	347,161
Retainage	<u>908,418</u>	<u>249,934</u>
	<u>920,873</u>	<u>597,095</u>
Completed contracts - affiliated company		
Current	-	1,443,205
Retainage	<u>140,361</u>	<u>704,330</u>
	<u>140,361</u>	<u>2,147,535</u>
<b>Total due on contracts</b>	<u><b>6,063,564</b></u>	<u><b>10,879,916</b></u>
Others:		
Accounts receivable-claim	-	2,999,942
Affiliates	-	169,378
Others	<u>46,758</u>	<u>25,541</u>
	<u>46,758</u>	<u>3,194,861</u>
<b>Total accounts receivable</b>	<u><b>\$ 6,110,322</b></u>	<u><b>\$ 14,074,777</b></u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE F - CONTRACTS IN PROCESS

Costs and billings on uncompleted contracts are summarized as follows:

	<u>2014</u>	<u>2013</u>
Costs incurred to date	\$ 65,386,355	\$ 61,918,365
Estimated earnings	<u>9,202,557</u>	<u>7,970,471</u>
Total revenues on contracts in process	74,588,912	69,888,836
Less billings to date	<u>(71,994,531)</u>	<u>(71,242,322)</u>
	<u>\$ 2,594,381</u>	<u>\$ (1,353,486)</u>

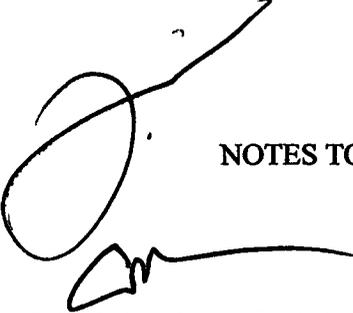
Included in the accompanying consolidated balance sheets as:

Cost and estimated earnings in excess of billings on uncompleted contracts	\$ 478,043	\$ -
Costs and estimated earnings in excess of billings on uncompleted contract - non current	<u>2,576,285</u>	<u>2,576,285</u>
	3,054,328	2,576,285
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(459,947)</u>	<u>(3,929,771)</u>
	<u>\$ 2,594,381</u>	<u>\$ (1,353,486)</u>

NOTE G - RELATED PARTY TRANSACTIONS

Affiliated companies

The company is a member of a group of companies, which are affiliated. Transactions among them are made based on agreements between the parties involved with respect to the working capital needs occurring during the years. These transactions are non-interest bearing agreements with the intention of repaying the amounts when the financial condition of the entities permits such cash outlays. As of February 28, 2014 and 2013 the balance due from its affiliates amounted to \$165,037 and \$770,477, respectively.



Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE G - RELATED PARTY TRANSACTIONS - CONTINUED

Under the Internal Revenue Code of the Puerto Rico Treasury Department, the company and its affiliates are defined as related parties of a controlled group.

Member's

Due from member's represent advances made to the principal owner. As of February 28, 2014 and 2013, the balance due from the company's member amounted to \$1,687,970. These advances are non-interest bearing and are due on demand.

Commitment

The company conducts its operations in a facility owned by an affiliated company under a five years operating lease agreement, which expired on April 1, 2013. The agreement calls for monthly rental payments of \$15,000. Subsequent to April 2013, the company continue operating in this facility under a verbal agreement with the same payment terms. Also, the company use a warehouse facility owned by a related party under a yearly operating lease agreement with monthly rental payment of \$1,500.

Rent expense charged to the company's operations for the year ended February 28, 2014 and 2013 amounted to \$189,000 and \$146,000, respectively.

Future minimum lease payment for the next year ending February 28, 2014 amounted to \$180,000.

Construction contract - affiliate

During prior years, the company entered into various constructions contracts with various affiliated companies. As a result of the default of one of these developers and eventually foreclosure of its project occurred during the year ended February 28, 2013, Omega Engineering, LLC was affected and recognized a loss in the amount of \$3,591,294, related to cost incurred and not billed to the affiliate. At February 28, 2014 and 2013, the balance due from affiliated company with respect to this construction contract amounted to \$1,936,644. The company's expectation is that the affiliated company will be granted with tax credits related to the Law 98, "Investment in Infrastructure", that will be available to pay the outstanding balance due to Omega Engineering, LLC of \$1,936,644.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE H - NOTES PAYABLE

Omega Engineering, LLC had available two lines of credit agreements which are secured with the personal guarantee of company's member. These line of credit agreements were canceled by the financial institutions. The maximum amount available under these agreements were \$6,150,000. Borrowings were evidenced by the issuance of short-term notes, in which one of the note bear interest at 2% over the banks prevailing prime rate with a floor of 6% and the other note bear interest at 2% over the USD Libor rate with a floor rate 2.50%. As of February 28, 2014 and 2013, the balance due under these line of credit agreements amounted to \$2,533,000 and \$6,200,000, respectively.

Subsequent to the year ended February 28, 2014, the company entered into new agreements with the financial institutions. With respect to a note payable with a balance of \$2,450,000, the company entered into an agreement with the financial institution in which the company paid \$1,533,000, for the cancellation of the total debt. Accordingly, a gain on a modification of line credit has been recognized in the accompanying financial statements. For the other line of credit with a balance of \$3,750,000, the company entered into a refinancing agreement in which the company paid \$1,000,000 and the remaining balance of \$2,750,000 was converted into long-term debt. The balance converted was considered as part of the long-term debts. See Note J for the terms and conditions of this agreement.

NOTE I - ACCOUNTS PAYABLE

Accounts payable at February 28, 2014 and 2013 consist of the following:

	<u>2014</u>	<u>2013</u>
Trade	\$ 1,020,572	\$ 1,667,919
Subcontracts payable		
Current	1,194,090	1,674,641
Retainage	<u>1,712,294</u>	<u>3,466,074</u>
	<u>\$ 3,926,956</u>	<u>\$ 6,808,634</u>

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE J - LONG-TERM DEBTS

Long-term debts consist of the following:

Long-term debt entered as part of a refinancing agreement of one of the company's line of credit. The company performed a payment of \$50,000 on March 2011 and six semestral installment of \$66,666 plus 4% interest over the Libor rate commenced on June 2011, and was required to perform a final payment of \$1,548,725 on December 31, 2013. Both parties have expressed the intention to enter into a new agreement for the refinancing of the final payment of \$1,548,725 due on December 2013. The long-term debt is collateralized with personal guarantee of company member's.

	<u>2014</u>	<u>2013</u>
	\$ 1,548,725	\$ 1,682,059

Long-term debt entered as part of a refinancing agreement of one of the company's line of credit. The notes is payable in 35 monthly installments of \$19,702 including interest at 6% commencing on May 2014, and a final payment of \$2,535,579 on April 2017. The long-term debt is collateralized with personal guarantee of company member's.

	<u>2,750,000</u>	<u>-</u>
	4,298,725	1,682,059

Less current maturities

	<u>(75,972)</u>	<u>(1,682,059)</u>
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LONG-TERM DEBTS,  
less current maturities

	<u>\$ 4,222,753</u>	<u>\$ -</u>
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Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE J - LONG-TERM DEBTS - CONTINUED

Maturities of long-term debts for the next four years are as follows:

Year ending February 28,

2015	\$ 75,972
2016	103,938
2017	1,588,848
2018	<u>2,529,967</u>
	<u>\$ 4,298,725</u>

NOTE K - INCOME TAXES

As mentioned in Note A Omega Engineering, LLC is not a tax paying entity. The net taxable earnings or loss of the company is distributed and included in the tax return of the member using the completed contract method of accounting. If this distribution represents an estimated tax liability, the company will be making the income tax payments on behalf of the member to reduce its tax liability. These payments will be recognized in the financial statements as distributions to members.

For the year ended February 28, 2014 and 2013, the company sustained a net taxable losses for tax purposes, after considering various timing differences for income taxes purposes. These losses will be distributed to the member's and are available to offset distributable taxable earnings.

However, as a result of the new Act #40-2013, "*Act of Redistribution and Tax Burden Adjustment*", the members are required to pay a gross income special tax based on the volume of revenues earned by the company during the year ended February 28, 2014 and 2013. The gross income special tax will be used to offset member's future taxable earnings. At February 28, 2014 and 2013, the gross income special tax amounted approximately \$77,000 and \$143,000, respectively.

The company's income tax returns for the years ended February 28, 2014 and 2013 can be subject to examination by the Puerto Rico Department of Treasury on or before four years after they were filed.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE L - BACKLOG

The following schedule summarizes changes in backlog on contracts during the years ended February 28, 2014 and 2013. Backlog represents the amount of revenue the company expects to realize from uncompleted contracts at end of each year and contractual agreements on work which has not yet began.

	<u>2014</u>	<u>2013</u>
Backlog balance at beginning of year	\$ 15,680,125	\$ 34,946,561
New contracts and additions signed during the year	<u>5,425,438</u> 21,105,563	<u>9,919,891</u> 44,866,452
Less contracts revenue earned	<u>(15,435,975)</u>	<u>(29,186,327)</u>
Backlog balance at end of year	<u>\$ 5,669,588</u>	<u>\$ 15,680,125</u>

Subsequent to February 28, 2014, the company entered into additional construction contract with expected revenues of approximately \$185,000.

NOTE M - MAJOR CUSTOMERS

The company earned a substantial portion of its revenues from various construction contracts during the year ended February 28, 2014 and 2013. Revenues earned from these construction contracts amounted to \$15,263,511 and \$28,304,986, respectively, which represents 99% and 97% of the company's revenues. At February 28, 2014 and 2013 the amounts due from these construction contracts, amounted to \$5,740,963 and \$8,174,709, respectively.

NOTE N - CONTINGENCY

The company filed two claims against a governmental agency of the Commonwealth of Puerto Rico to recover extended field and home office overhead, additional costs incurred and interests. Outside counsel has advised that both claims are reasonable, well supported and the best scenario with respect to the awarding of the claims is expected. It is management's opinion that the total amounts of costs claimed are recoverable.

Omega Engineering, LLC and its subsidiary

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

February 28, 2014 and 2013

NOTE N - CONTINGENCY - CONTINUED

One of the claims was related to delays caused by the owner of the project as a result of changes in the project designs and the delivery of units to be remodel. During the year ended February 28, 2010, the company obtained a partial arbitration decision in which the company was awarded with \$859,849 in the lawsuit. During the year ended February 28, 2011, the arbitration concluded and the company was awarded with an additional amount of \$2,140,093, that was accrued in the consolidated financial statements. During the year ended February 28, 2014, the company collected \$2,595,846 in relation to this claim. The remaining balance awarded but not collected by the company was recorded as other expenses during the year ended February 28, 2014.

The other claim was filed to recover additional incurred costs, arising of changes requested by the owner, plus lost of profit as a result of the cancellation of a contract. During the year ended February 28, 2014 in the arbitration proceedings the parties reached an agreement in favor to the company in which was awarded with \$4,398,463, including the outstanding balances related to the retainage, other works performed and \$2,000,000 to cover the losses incurred by the company as a result of the contract cancellation. In addition, the agreement include the possibility to complete the remaining works not performed at the contract cancellation. This agreement has been approved by the Puerto Rico Housing Administration and the company, both parties are currently awaiting for the U.S. Department of Housing and Urban Development final approval. At February 28, 2014, the awarded amount to covers the losses as results of the contract cancellation has not been recognized in the accompanying consolidated financial statements.

In addition, the company is acting as both plaintiff and defendant in various lawsuits arising in the normal course of business. Outside counsel has advised that at this stage of the proceedings it is not possible to make a reasonable prediction as to the outcome of the lawsuits. It is management's opinion that there will not be a material effect on the companies financial position from an adverse outcome in any of the cases in which the company acts as a defendant.

*[Handwritten signature]*

**SUPPLEMENTARY INFORMATION**

Omega Engineering, LLC and its subsidiary

CONTRACTS REVENUE EARNED

Year ended February 28, 2014

	<u>Revenues earned</u>	<u>Cost of revenues</u>	<u>Gross profit</u>
Completed contracts at end of year - page 28	\$ 3,504,867	\$ (2,915,595)	\$ 589,272
Contracts in process at end of year - page 29	11,899,612	(9,977,751)	1,921,861
Contract closed on prior years, claim and other charges	<u>31,496</u>	<u>-</u>	<u>31,496</u>
	<u>\$ 15,435,975</u>	<u>\$ (12,893,346)</u>	<u>\$ 2,542,629</u>

Omega Engineering, LLC and its subsidiary

COMPLETED CONTRACTS

Year ended February 28, 2014

	Contracts total			Before March 1, 2013			Year ended February 28, 2014		
	Revenues earned	Cost of revenues	Gross profit	Revenues earned	Cost of revenues	Gross profit	Revenues earned	Cost of revenues	Gross profit
Walgreens – Saint Thomas	\$ 8,665,894	\$ 7,676,316	\$ 989,578	\$ 5,863,019	\$ 5,293,470	\$ 569,549	\$ 2,802,875	\$ 2,382,846	\$ 420,029
Posada Amor y Vida	2,038,509	1,749,040	289,469	1,336,517	1,216,291	120,226	701,992	532,749	169,243
	<u>\$ 10,704,403</u>	<u>\$ 9,425,356</u>	<u>\$ 1,279,047</u>	<u>\$ 7,199,536</u>	<u>\$ 6,509,761</u>	<u>\$ 689,775</u>	<u>\$ 3,504,867</u>	<u>\$ 2,915,595</u>	<u>\$ 589,272</u>

Omega Engineering, LLC and its subsidiary

CONTRACTS IN PROCESS

Year ended February 28, 2014

	Contracts total		From inception to February 28, 2014					At February 28, 2014		Year ended February 28, 2014		
	Adjusted contracts price	Estimated profit at completion	Revenues earned	Cost of revenues	Gross profit	Billed to date	Estimated costs to complete	Costs and estimated earnings in excess of billings on uncompleted contracts	Billings in excess of costs and estimated earnings on uncompleted contracts	Revenues earned	Cost of revenues	Gross profit
Jardines del Paraiso	\$27,642,575	\$3,404,222	\$25,949,822	\$22,754,065	\$3,195,757	\$23,373,537	\$1,484,288	\$ 2,576,285	\$ -	\$ -	\$ -	\$ -
The Salvation Army	15,236,134	1,324,612	15,170,421	13,851,522	1,318,899	14,833,346	60,000	337,075	-	2,485,360	2,466,557	18,803
Esc. Federico Degetau - Aibonito	7,070,927	989,930	6,973,129	5,996,891	976,238	7,033,427	84,106	-	60,298	461,286	201,079	260,207
Esc. Francisco Zayas - Villalba	5,716,955	943,297	5,607,093	4,681,923	925,170	5,669,705	91,735	-	62,612	564,408	194,099	370,309
Esc. Manuel Martin - Santa Isabel	7,444,596	1,340,027	7,337,261	6,016,554	1,320,707	7,391,496	88,015	-	54,235	760,497	281,655	478,842
Esc. Purificación Rodriguez - Coamo	5,385,986	888,688	5,281,678	4,410,201	871,477	5,348,486	87,097	-	66,808	515,585	220,358	295,227
VAPR Federal Credit Union	5,886,860	467,275	5,017,884	4,619,585	398,299	5,026,315	800,000	-	8,431	4,136,543	3,817,517	319,026
Walgreens - Vega Alta	3,424,467	201,817	3,110,656	2,927,333	183,323	3,318,219	295,317	-	207,563	2,834,965	2,668,205	166,760
PR Energy Center's Accelerator	1,795,000	161,550	137,369	125,006	12,363	-	1,508,444	137,369	-	137,369	125,006	12,363
New Metal Panoramic Stairs	655,000	58,950	3,599	3,275	324	-	592,775	3,599	-	3,599	3,275	324
	<u>\$80,258,500</u>	<u>\$9,780,368</u>	<u>\$74,588,912</u>	<u>\$65,386,355</u>	<u>\$9,202,557</u>	<u>\$71,994,531</u>	<u>\$5,091,777</u>	<u>\$ 3,054,328</u>	<u>\$ 459,947</u>	<u>\$11,899,612</u>	<u>\$9,977,751</u>	<u>\$1,921,861</u>

Omega Engineering, LLC and its subsidiary  
**SCHEDULE OF CONSOLIDATING BALANCE SHEET**

February 28, 2014

	Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
			DR	CR	
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash and cash equivalents	\$ 842,424	\$ 11,259	\$ -	\$ -	\$ 853,683
Marketable securities	1,447,568	-	-	-	1,447,568
Accounts receivable	6,110,322	-	-	-	6,110,322
Cost and estimated earnings in excess of billings on uncompleted contract	478,043	-	-	-	478,043
<b>Total current assets</b>	<b>8,878,357</b>	<b>11,259</b>	<b>-</b>	<b>-</b>	<b>8,889,616</b>
<b>PROPERTY AND EQUIPMENT,</b>					
net of accumulated depreciation and amortization	1,597	-	-	-	1,597
<b>OTHER ASSETS</b>					
Due on contract-non current-third party	2,639,978	-	-	-	2,639,978
Due on contract-non current-related party	1,936,644	-	-	-	1,936,644
Account receivable-member	1,687,970	-	-	-	1,687,970
Account receivable-affiliated company	165,037	-	-	-	165,037
Cost and estimated earnings in excess of billings on uncompleted contract-non current	2,576,285	-	-	-	2,576,285
Real estate properties	-	2,315,000	-	-	2,315,000
Investment in subsidiary	2,315,000	-	-	2,315,000	-
Deposit	20,000	-	-	-	20,000
<b>Total other assets</b>	<b>11,340,914</b>	<b>2,315,000</b>	<b>-</b>	<b>2,315,000</b>	<b>11,340,914</b>
	<b>\$ 20,220,868</b>	<b>\$ 2,326,259</b>	<b>\$ -</b>	<b>\$ 2,315,000</b>	<b>\$ 20,232,127</b>

Omega Engineering, LLC and its subsidiary  
 SCHEDULE OF CONSOLIDATING BALANCE SHEET - CONTINUED

February 28, 2014

Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
		DR	CR	

**LIABILITIES AND MEMBER'S EQUITY**

**CURRENT LIABILITIES**

Notes Payable	\$ 2,533,000	\$ -	\$ -	\$ -	\$ 2,533,000
Current portion long-term debt	75,972		-	-	75,972
Accounts payable	3,925,262	1,694	-	-	3,926,956
Accrued expenses	99,147	19,018	-	-	118,165
Billings in excess of costs and estimated earnings on uncompleted contracts	459,947	-	-	-	459,947
<b>Total current liabilities</b>	<b>7,093,328</b>	<b>20,712</b>	<b>-</b>	<b>-</b>	<b>7,114,040</b>

**ACCOUNTS PAYABLE OTHER**

	291,805				291,805
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**LONG-TERM DEBT, less current maturities**

	4,222,753	-	-	-	4,222,753
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**Total liabilities**

	<b>11,607,886</b>	<b>20,712</b>	<b>-</b>	<b>-</b>	<b>11,628,598</b>
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**EQUITY**

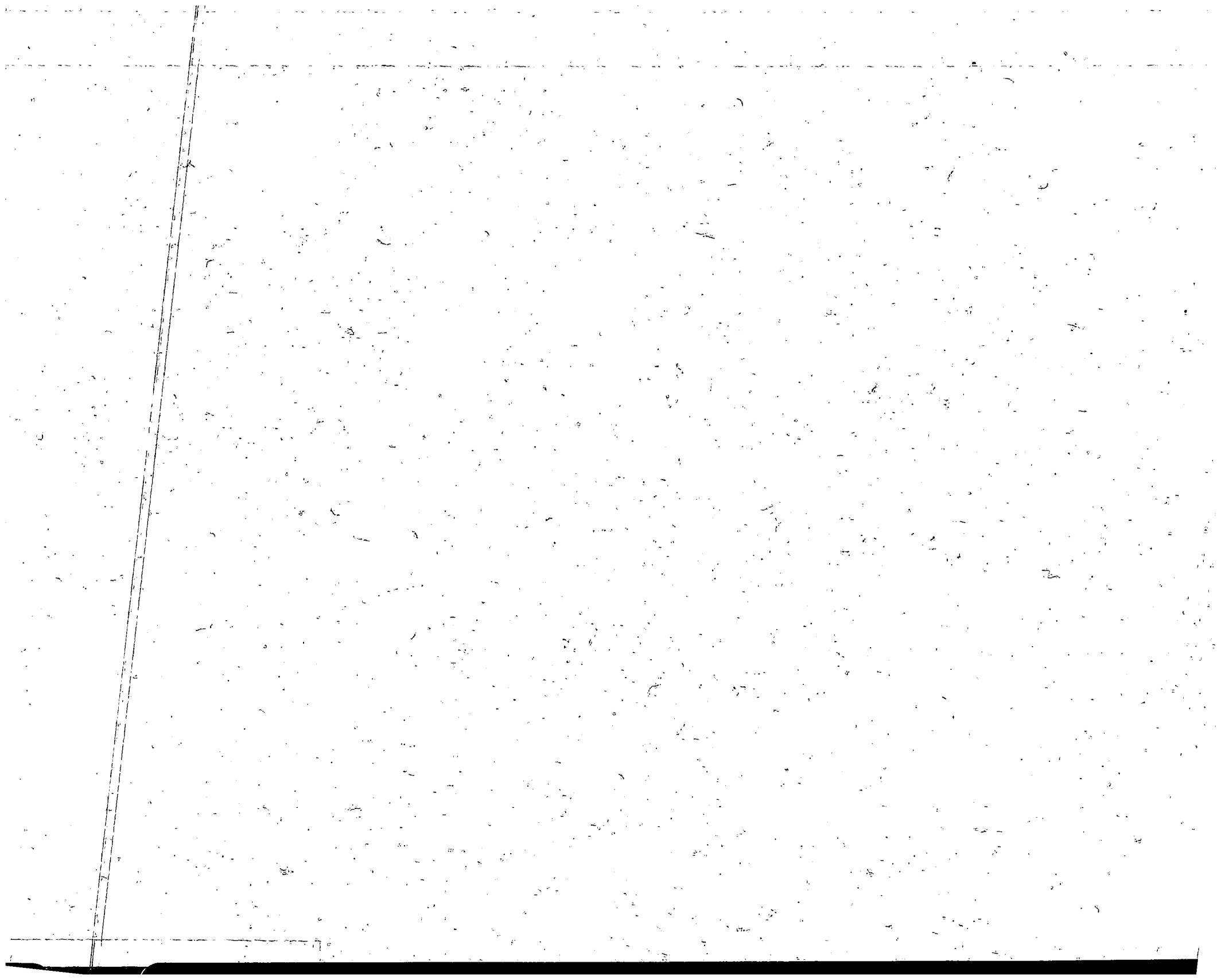
Member's equity	10,777,063	(9,453)	-	-	10,767,610
Unrealized loss in marketable securities	(2,164,081)	-	-	-	(2,164,081)
Common stocks	-	5,000	5,000	-	-
Additional paid in capital	-	2,310,000	2,310,000	-	-
	<b>8,612,982</b>	<b>2,305,547</b>	<b>2,315,000</b>	<b>-</b>	<b>8,603,529</b>
	<b>\$ 20,220,868</b>	<b>\$ 2,326,259</b>	<b>\$ 2,315,000</b>	<b>\$ -</b>	<b>\$ 20,232,127</b>

Omega Engineering, LLC and its subsidiary

SCHEDULE OF CONSOLIDATING STATEMENT OF OPERATIONS AND MEMBER'S EQUITY

Year ended February 28, 2014

	Omega Engineering, LLC	Inmobiliaria H.R., Incorporado	Eliminating entries		Consolidated
			DR	CR	
Contracts revenue	\$ 15,435,975	\$ -	\$ -	\$ -	\$ 15,435,975
Contracts costs	(12,893,346)	-	-	-	(12,893,346)
Gross profit	2,542,629	-	-	-	2,542,629
General and administrative expenses	(1,784,509)	(24,742)	-	-	(1,809,251)
Earnings from operations	758,120	(24,742)	-	-	733,378
Other revenues (expenses)					
Interest and dividends income	587,966	-	-	-	587,966
Realized (loss) gain on sale investment	(851,674)	-	-	-	(851,674)
Other revenues	444,919	15,289	-	-	460,208
Loss on balance due from affiliates	(324,927)	-	-	-	(324,927)
Interest expense	(441,773)	-	-	-	(441,773)
	(585,489)	15,289	-	-	(570,200)
NET EARNINGS (LOSS)	172,631	(9,453)	-	-	163,178
OTHER COMPREHENSIVE LOSS					
Change in unrealized loss in marketable securities available for sale	(1,998,826)	-	-	-	(1,998,826)
COMPREHENSIVE LOSS	(1,826,195)	(9,453)	-	-	(1,835,648)
Member's equity at beginning of year	10,604,432	-	-	-	10,604,432
Change in unrealized loss in marketable securities available for sale	1,998,826	-	-	-	1,998,826
Member's equity at end of year	\$ 10,777,063	\$ (9,453)	\$ -	\$ -	\$ 10,767,610



Not Applicable

A handwritten signature in black ink, consisting of a large, stylized letter 'S' followed by a vertical line that curves slightly to the right at the bottom.

**Not Applicable**

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a smaller, less distinct part of the name. The signature is written above a horizontal line.

**Not Applicable**

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a cursive name, positioned above a horizontal line.



**UBS Financial Services  
Incorporated of Puerto Rico**  
Penthouse Floor #1 Street 1  
Metro Office Park,  
Guaynabo, PR 00968

Tel. 787-775-4300  
Fax. 787-775-4391

[www.ubs.com](http://www.ubs.com)

14 de octubre de 2014

Sra. María L. Santiago Rivera  
President  
Board of Directors  
Puerto Rico Infrastructure Financing Authority  
PO Box 41207  
San Juan, P.R. 00940-1207

RE: PASEO PUERTA DE TIERRA, MUNOZ RIVERA AVE. PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, P.R.

A quien pueda interesar:

Por este medio tenemos a bien informarle que la empresa Omega Engineering LLC, es cliente de UBS Financial Services Inc de Puerto Rico, desde el mes de noviembre de 2010 y mantiene actualmente con nosotros relaciones comerciales según se indica a continuación:

Línea de Crédito : de 7 cifras bajas  
Cuenta de Inversiones : de 7 cifras altas

Atentamente,

Hector Mercado  
Director

Esta información es provista como un servicio personal de su asesor financiero y no sustituye o reemplaza su estado de cuenta mensual de UBS Financial Services.

Ni UBS Financial Services Incorporated of Puerto Rico, ni sus empleados proveen asesoramiento contributivo o legal. Usted. debe consultar con sus asesores contributivos y/o legales en cuanto a sus circunstancias personales

Please be aware this account is a securities account not a "bank" account. Securities, mutual funds and other non-deposit investment products are not FDIC-insured or banks guaranteed and are subject to market fluctuation. The assets in the account, including cash balances, may also be subject to the risks of withdrawal and transfer. The above-referenced account value may reflect assets not held at UBS.

UBS Financial Services Incorporated of Puerto Rico is a subsidiary of UBS Financial Services Inc.



October 15, 2014

Mr. Oscar Rivera  
President  
Omega Engineering, LLC  
Miramar Plaza Building  
954 Ponce de León Ave.  
San Juan, Puerto Rico

Subject: **Puerto Rico Infrastructure Financing Authority/ Paseo Puerta de Tierra Muñoz Rivera Avenue, Phase III & Phase IV**

To whom it may concern:

We are pleased to advise you that we have known Omega Engineering LLC. , its principal and management team , for more than four years and have worked with the company on several financial proposals for Omega and its affiliated companies.

We consider the company's principal and management to be top professionals in their field and highly reputable in the business community.

Due to the company's excellent track record, competence and expertise in their field we would be willing to evaluate any financing proposal presented to us, for the construction of Paseo Puerta de Tierra, Phase III and IV. We feel confident and honored in recommending them for this or any other construction project.

Sincerely,

A handwritten signature in cursive script that reads "Maria Mercedes Norcisa".

Maria Mercedes Norcisa  
Vice President, Commercial Lender



MCS Plaza, Avenida Ponce de León 255 Oficina 124, Hato Rey, Puerto Rico 00917

(787) 765-1420

@ www.BanescoUSA.com





October 9, 2014.

Oscar Rivera  
President  
Omega Engineering  
Miramar Plaza Building Suite 400  
Ponce de Leon Ave. #954  
San Juan, PR 00907-3646

RE: *Puerto Rico Infrastructure Financing Authority*  
*Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV*

Attn: Mr. Rivera

By means of this letter we are pleased to advise that Omega Engineering, subsidiaries and affiliates have been client of Banco Santander for more than 10 years. During which time we have enjoyed a favorable and cordial business relationship. Through the years, the Companies have maintained various commercial accounts and credit facilities, both attended to our entire satisfaction.

We hold the principals and advisors in high regards; consider them to be extraordinary professionals that bear a first-class reputation in the business community. On a personal and corporate basis, they have been entirely reliable and have fulfilled responsively their ongoing business commitments.

Due to the strong financial performance of the Company, leadership position in the construction industry and track record with Banco Santander, we do not hesitate to evaluate and considerer any Financing proposal for the construction of Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV

Should you require additional information, kindly contact us at (787) 777-4340.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Shandor Kiss Torres".

Shandor Kiss Torres  
Corporate Relationship Officer  
Corporate Banking Group

A. Omega Engineering, S.E. vs. Corporación Rodum, Inc., San Juan Superior Court, Court of First Instance, Civil Nos. KAC08-0039, KAC2009-0392, and KLCE-2009-01566.

Date commenced: January 10, 2008; Responsible attorneys: Germán Brau, Esq., Ramón Dapena, Esq., Guillermo J. Silva, Esq.; Status: Omega served as general contractor in the construction of a food distribution warehouse including the installation of a combination walk-in cooler/freezer. Defendant was the project's refrigeration subcontractor. Issues stemming from the early deposit of the unit – in an unsecured and unprotected work area – resulted in damages. The Owner rejected the original unit outright and requested a new one. Omega and Rodum entered into an Expedited Arbitration Agreement on October 1<sup>st</sup>, 2007, superseding the alternative dispute resolution (“ADR”) provisions of the subcontract and providing a roadmap for a prompt resolution of the controversy over said loss. The parties agreed to an arbitration. Hearings were held and the arbitrator issued its award granting Rodum's claims on March 20, 2009. On April 13, 2009, Omega contested the award No. KAC2009-0392 and requested that the court enjoin Rodum from collecting. The Court ruled in favor of Omega, overturning the award to Rodum and ordering a new arbitration proceeding on May 23, 2011. This process is still pending.

B. Omega Engineering, S.E. vs. Cer'Art, Inc., San Juan Superior Court, Court of First Instance, Civil No. KPE2009-0508; Omega Engineering, S.E. vs. Tufan Tabak, Carmen González, Ston'Art et al, Carolina Superior Court, Court of First Instance, Civil No. FDP2012-0126.

Date commenced: February 19, 2009 and April 13, 2012; Responsible attorneys: German Brau, Esq., Guillermo J. Silva, Esq.; Status: Omega was the general contractor for the Ridge Top Villas residential development in the Frailes Llano Ward of the Municipality of Guaynabo. The project's developer was Ridge Top Development, Inc. (“Ridge Top Development”), Cer'Art, Inc. (“Cer'Art”) was engaged to provide floor and wall tiles for the project. The subcontract has a total value of \$369,058.15. The parties agreed that payment was to be made through a letter of credit issued by UBS Financial Services, Inc. (“UBS”). Cer'Art could not supply all of the materials in the subcontract. The parties agreed to modify the obligation and limit the contract to the first item, consisting of an order for 127,890 square feet of floor tiles totaling \$242,991.00. Cer'Art delivered part of the floor tiles but insisted being paid for the storage, shipping and delivery charges of the rejected tiles, and refused delivery of the remaining 46,286.49 square feet of tiles. Cer'Art then drew funds against the standard letter of credit from UBS in excess of the value of the materials provided. On February 19, 2009, Omega brought suit against Cer'Art and UBS before the San Juan Court of First Instance seeking to enjoin the former from collecting further under the letter of credit issued by UBS. The case was then reassigned to the ordinary case roll call. Omega then filed an amended complaint on April 3, 2009, claiming Cer'Art wrongfully collected \$25,015.89, in excess of the value of the tiles in the first item, delivery of which Cer'Art wrongfully failed to complete. Omega claims damages totaling \$1,000,000.00 and again moved for an injunction to force Cer'Art to deliver the balance of the tiles. Before pre-trial, all claims against UBS were settled on account of a payment of \$31,500.00 made on October 25, 2010. Partial judgment against UBS was entered on November 17, 2010. Trial was held on April 13-15, 2011. The Court entered judgment in favor of Omega in the amount of \$155,910.86 on September 26, 2011. It also dismissed Cer'Art's counterclaim and third party complaint.

C. Consejo de Titulares del Condominio Plaza de Diego vs. Grupo Desarrollador de Diego, Inc., Omega Engineering, S.E., et al, San Juan Superior Court, Court of First Instance, Civil No. 2011-0311.

Date commenced: March 29, 2011; Responsible attorneys: German Brau, Esq., Guillermo J. Silva, Esq.; Status: Omega served as general contractor to Grupo Desarrollador de Diego, Inc. (“Grupo Desarrollador”) in the urban redevelopment mixed use project known as Plaza de Diego Condominium (“Condominium”) in the Municipality of San Juan. The Condominium's Consejo de Titulares (“Consejo”) filed the instant action seeking redress for certain construction defects which allegedly render the property in “ruinous” condition and unsuitable for use. Consejo also seeks to recover its costs for corrective measures taken to date. Defendants moved to dismiss the claim on April 7, 2011, arguing that the majority of the alleged construction defects had been addressed and corrected as mere “punch list” pursuant to settlement of an administrative complaint before the Department of Consumer Affairs (“DACO”, by its Spanish acronym) on February 23, 2009, which included a payment of \$180,000.00 from Grupo Desarrollador, to cover improvement work not performed directly by Omega. Consejo presented an amended claim on March 19, 2012, and defendants replied on April 19, 2012. Meanwhile, the Court issued

a partial resolution on March 18, 2013, dismissing Consejo's claims for contract noncompliance and damages resulting from alleged private area construction defects and delayed a summary decision on the ruinous condition of the building absent trial. Partial judgment was entered in that part of the resolution by the Court on April 9, 2013. While the law would deem Grupo Desarrollador and Omega as jointly responsible, Grupo Desarrollador is bound to cover any adverse judgment in the case, if any. The case is currently ongoing and a reasonable assessment of the potential exposure of Omega, if any, cannot be made at this time.

D. Autoridad para el Financiamiento de la Infraestructura de Puerto Rico vs. Omega Engineering, S.E., et al, San Juan Superior Court, Court of First Instance, Civil No. 2012-1122; Date commenced November 8, 2012. Responsible attorneys: German Brau, Esq., Guillermo J. Silva, Esq. Status: Plaintiff government entity consigned certain retained sums owed Omega on account of Phase II work performed at the Fine Arts Center Symphonic Hall on November 8, 2012. Subcontractors Industrial Sprinkler Corporation ("Industrial Sprinkler") and Showiz Inc. ("Showiz") claimed specific sums from Omega for Symphonic Hall work seeking to recover directly from Omega's retainer. Industrial Sprinkler claims it is owed \$17,938.00, while Showiz claims it is owed \$168,237.77. Omega presented its complaint answer, interpleader and release of consigned monies request on April 10, 2013. Omega offered to allow the partial release of consigned monies to claimant subcontractors which are undisputed. Omega recognizes that it owed Industrial Sprinkler \$3,694.34 and Showiz \$124,643.02. The Court allowed the above recognized amounts to be withdrawn. After these disbursements, Omega claims ownership of the remaining retainage of \$43,594.95. Settlement was reached with Industrial Sprinkler and Showiz. The case is closed.

E. Omega Engineering, S.E v. Administración de Vivienda Pública, et al, San Juan Superior Court, Court of First Instance, Civil No. K AC2010-1364.

Date commenced: April 4, 2010; Responsible attorneys: Fernando Barnés, Esq., Rebecca Barnés, Esq.; Status: Omega was awarded the contract of project Modernization for Residencial Lirios del Sur Housing Project RQ-005088 at Ponce, P.R., for the sum of \$18,140,000.00. Omega claimed \$4,000,000.00 in extended overhead, accrued interest, mitigation, and additional costs. Arbitration proceedings have concluded and Omega was awarded the sum of \$2,999,941.89. The parties reached an agreement for a prompt payment in the sum of \$2.5MM, which AVP failed to pay. In June, 2013 the Court ordered the Oficina de Gerencia y Presupuesto de PR and the AVP to include the payment of the agreed sum plus interests in the then current fiscal year. On late 2013, AVP remitted payment to Omega.

F. Omega Engineering, S.E v. Administración de Vivienda Pública, et al, San Juan Superior Court, Court of First Instance, Civil No. K AC2009-1274.

Date commenced: April 4, 2013; Responsible attorneys: Fernando Barnés, Esq., Rebecca Barnés, Esq.; Omega was awarded the contract of project Modernization for Jardines del Paraiso Public Housing Project at Rio Piedras, P.R., for the sum of \$26,638,000.00. Omega was forced to abandon the project as the result of lack of access to the site by the local community. As a result, after more than a year of negotiations to terminate by convenience the contract, Owner declared Omega in default. Omega filed an arbitration claim in excess of \$5MM. Arbitration proceedings were scheduled for November, 2013. Notwithstanding, the parties reached a settlement agreement by which in synthesis, upon HUD's approval, the notice of default will be rendered immediately and automatically vacated and AVP will pay Omega in excess of \$4.4MM in damages, among others. The agreement was approved by the Board of Directors of AVP and was referred to HUD for its approval.



October 27, 2014

Ms. María L. Santiago Rivera  
President Board of Awards  
Puerto Rico Infrastructure Financing Authority  
World Plaza Building, 12th Floor  
268 Luis Muñoz Rivera Ave.  
Hato Rey, Puerto Rico 00918

Invitation for Bid  
Bid Number: AFI-BP-15-05-PASEO  
Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV  
Municipality of San Juan, Puerto Rico

Dear María L. Santiago Rivera:

As requested by PRIFA, attached herewith audited financial statements for Fiscal Year End 2013 and 2014 of Omega Engineering, LLC with original \$5 stamp from Colegio de Contadores de PR. At Fiscal Year End 2013, Omega presents earnings from operations of \$1.1MM, with a Net Loss of \$3.5MM. This non recurring Net Loss pertains to various projects for which Omega was the general contractor, that encountered complications due to the island's economic difficulties. As of FYE2013, Omega's management decided to write off receivables related to those projects.

At Fiscal Year End 2014, Omega presents Cash and Marketable Securities in the amount of \$2.3MM with a Working Capital of \$1.8MM, more than doubling PRIFA's suggested initial cash outlay of \$725M. Contract revenues amounted \$15.4MM with Net earnings of \$163M.

In addition, Omega have credit relationships with various financing entities, who have supported Omega in the past and are willing to support it's future projects (please see attached letters from Banco Santander, Banesco and UBS).

With regards to Omega's bonding capacity, attached herewith Travelers' certificate, as well as USIC's letter (Travelers' fronting entity in PR, duly certified by the Commissioner of Insurance of PR).

In case PRIFA may need additional information about Omega's financial condition, please do not hesitate to contact us.

Sincerely,

Victor R. López Núñez  
Vice President of Operations



T. 787.793.6100  
F. 787.782.7305  
PO Box 363823  
San Juan, PR  
00936-3823



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

### ADDENDUM 1

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

A: Todos los Proponentes

Fecha: 26 de septiembre de 2014

La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 1* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, Muñoz Rivera Avenue Phase III & Phase IV Municipality of San Juan con el propósito de incluir documentos adicionales.

1. Condiciones Suplementarias;
2. Especificaciones Técnicas :
  - a. (Section 01580 Project Identification Sign);
3. Especificación de Rótulo ;
  - a. Sign 1 (Dimensiones)
  - b. Sign 2 (Firma GOB)
- ✓ 4. Presentación en *Power Point* utilizada en la Reunión Pre-subasta;
5. Minuta de la reunión Pre-subasta;
6. Registro de asistencia a la reunión Pre-subasta;
7. Registro de asistencia al Proyecto;
- ✓ 8. Video presentado en la reunión Pre-subasta.

El licitador acusará recibo de este *Addendum 1* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 1* tiene que ser recogido en las oficinas de la AFI, localizadas en Hato Rey 268 Avenida Muñoz Rivera, Edificio World Plaza, Piso 12. Todo lo demás dispuesto en la Solicitud de Propuestas AFI-BP-15-05-PASEO que no haya sido específicamente modificado por este *Addendum 1* se mantendrá en vigor y será obligatorio.

Cordialmente,

Sra. María L. Santiago Rivera  
Presidenta  
Junta de Subastas

Ing. Samir El Hage Arocho  
Gerente de Proyecto

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757

**AFI**  
AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA  
Estado Libre Asociado de Puerto Rico



COMMONWEALTH OF  
PUERTO RICO  
Puerto Rico Infrastructure  
Financing Authority

**SUPPLEMENTARY  
CONDITIONS**

**AFI CLASSIC INFRASTRUCTURE**

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*AM*

The following definitions and terminology will be replaced and shall read as follows:

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

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

**1.1.1.4. Architect/Engineer's Consultant** - An individual or duly authorized legal entity having a contract with the Architect/Engineer to furnish services as Architect/Engineer's independent professional and collegiate consultant with respect to the Project.

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

**1.1.1.19. Contract Time or Time** - It is the period of time allotted in the Contract Documents.

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

**1.1.1.90. Work Change Directive** - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by the Owner and recommended by the Owner's Representative ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

The following definitions and terminology will be added as follows:

## **1.2.1 OTHER DEFINITIONS**

**1.2.1.1 Conditional Acceptance (or conditionally accepted)** - The action taken by OWNER, through the Contracting Officer or OWNER's Representative depending upon the particular Submittal involved, by which the Contracting Officer or OWNER's Representative, as the case may be, makes a determination with respect to a particular Submittal, that the Submittal appears to be satisfactory. Conditional Acceptance of a Submittal shall not,

however, relieve the Contractor of its sole responsibility for its (a) accuracy and completeness, (b) coordination with other elements of the Work, (c) compliance with requirements of the Contract Documents, or (d) for errors and omissions in the Submittal.

**1.2.1.2 Contractor Certification** - A notarized affidavit signed by the Contractor's Project Executive or the Contractor's Project Manager certifying, with respect to a Contractor Change Request, a Contractor Change Proposal, or a notice given under the provisions of Subsection 9.3.3.1.6.4 (each a "Claim Submission"), that he or she has personally reviewed the documentation submitted in support of the Claim Submission, that he or she is satisfied that the Claim Submission is true, accurate and complete, that the dollar amounts and time extensions claimed accurately reflect the adjustments in the Contract Price or the Contract Time for which the Contractor reasonably believes OWNER is liable under the terms and conditions of the Contract, and that the Claim Submission is made in good faith.

**1.2.1.3 Delay Bank** - The net number of Days accumulated, from time to time, as a result of deposits of Days into the Delay Bank (made pursuant to Clause .4 and Clause .5 of Subsection 9.3.3.1.6.2), and withdrawals of Days from the Delay Bank (made pursuant to Subsection 9.3.3.1.6.5).

**1.2.1.4 Delay Day** - Any Day of delay affecting Critical Path Activities resulting from a Delay Event.

**1.2.1.5 Excusable Delay** - Any act, omission, event or condition which delays performance of Critical Path Activities for which the Contractor is entitled, under applicable provisions of the Contract, to an extension of the Contract Time.

**1.2.1.6 Executive Director** - OWNER's Executive Director.

**1.2.1.7 Good Industry Practices** - Practices, procedures, methods and standards that (i) are consistent with current industry practices and standards established for, or employed by, leading participants in the construction industry in the United States and in Puerto Rico; (ii) comply with Applicable Laws and applicable industry technical standards, and underwriters' and fire and life safety codes and standards; and (iii) promote the highest standards of reliability, efficiency, safety and security. Good Industry Practices require, without limitation, that reasonable steps be taken to assure that sufficient personnel are employed and available to perform the Work, and that such personnel are adequately skilled, experienced and trained to construct and install the Work properly and efficiently, and that appropriate coordination, monitoring and testing is performed to assure that all elements of the Work are constructed and installed so as to function as required by the Contract Documents.

**1.2.1.8 Hazardous Waste** - Any substance or material that is defined as a hazardous substance, hazardous material, hazardous waste or Special Waste under Applicable Laws, and that is required by Applicable Laws to be removed, remediated, or disposed of in a regulated waste facility (*i.e.*, a waste facility, other than a sanitary landfill, which is permitted to receive Special Waste or other hazardous waste).

**1.2.1.9 Special Waste** - Any discarded product or material generated by or resulting from industrial, commercial, mining or agricultural operations, or household or community activities, that contains asbestos, lead, oils, greases, regulated biochemical waste, industrial waste or polychlorinated biphenyl (PCB) waste, as defined in 40 C.F.R., Part 762, and that, under Applicable Laws, must be disposed of in a non-hazardous waste facility that is permitted to receive Special Waste. Special Waste also includes any other non-hazardous solid wastes which the Puerto Rico Environmental Quality Board determines, due to their quantity, concentration or physical or chemical characteristics, require special handling to prevent imminent danger to human health or the environment, and which must be so disposed of.

**1.2.1.10 Taxes** - Any (i) fees or assessments imposed by governmental authorities for building permits, and other permits in the nature of building permits, that the Contractor is required to pay as a condition precedent to the performance of the Work, (ii) fees imposed by the Puerto Rico Engineer and Land Surveyor Association ("Colegio de Ingenieros y Agrimensores de Puerto Rico") for internal revenue stamps, (iii) sales, use, import/excise taxes and

municipal or similar taxes (including municipal license ("patente" taxes) imposed upon, or in connection with, the Work, including, but not limited to, municipal construction taxes and the Puerto Rico excise taxes, and (iv) any other taxes or assessments against or on account of services, materials, equipment, processes or operations under, incidental to, or related to performance of the Contract.

**1.2.1.11 Weather Delay Day** - Any Work Day on which unusually severe weather or conditions resulting from unusually severe weather prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force engaged on Critical Path Activities shown on the current conditionally accepted Progress Schedule and under the current Work Plan Schedule for at least fifty percent (50%) of the Work Day.

The following paragraph shall read as follows:

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

The following paragraphs shall be added:

#### **2.1.5 PURPOSE OF CONTRACT DOCUMENTS**

The Contractor is responsible for the construction of a complete, fully operational and functional facility in accordance with the Contract Documents and Good Industry Practices. The Contractor shall furnish all management, construction and installation, and all other labor (at staffing and manpower levels sufficient to complete each and every construction activity involved in the Work continuously, expeditiously and efficiently), materials, tools, supplies, equipment and other items necessary for the expeditious, proper execution and completion of the Work in accordance with the Contract Documents and in a manner so as to meet or exceed all standards established by the Contract Documents.

#### **2.1.6 Contractor's Obligations Not Diminished**

Any review, inspection, approval or acceptance by the Contracting Officer or OWNER's Representative of the Work, any portion thereof, or other services provided by the Contractor, or payment by OWNER for Work performed by the Contractor shall not (i) diminish the Contractor's obligations and responsibilities under the Contract or its warranties, or otherwise relieve the Contractor of any liability, or (ii) be construed as a waiver of any rights available to OWNER under the Contract or Applicable Laws, or of any cause of action arising out of the Contractor's performance of, or failure of the Contractor to perform, the Contract.

#### **2.1.7 Technical Standards**

The Contractor represents that it is fully familiar with all technical standards applicable to the Work, including, but not limited to, the manuals, standards, guidelines and criteria listed in the Contract Documents. References in the Contract Documents to technical standards shall be construed to refer to the most recent published technical standards of the institute, organization, association, authority, or society specified therein. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. Unless otherwise specified to the contrary in the Contract Documents:

- .1 all references to technical standards shall be construed to include the most recent revisions;
- .2 all such technical standards shall apply as if incorporated in the Contract Documents; and
- .3 if any revision of such technical standards occurs after the date when the Permits and Approvals authorizing the Work are issued and prior to completion of the applicable Work, the Contractor shall notify OWNER's Representative and, if directed to do so, shall perform the Work in accordance with the revised requirement.

Where the Contract Documents require materials or apparatus to conform to specified technical standards, the Contractor shall furnish to OWNER the manufacturer's written certification that such materials or apparatus conform to such technical standards. Such certifications shall not, with respect to OWNER, be conclusive as to such requirements, and failure of OWNER to request or reject any certification shall not release the Contractor from full responsibility for the accurate and complete performance of the Work in accordance with the Contract Documents.

#### 2.1.8 LIABILITY FOR JOINT VENTURE

If the entity constituting the Contractor is a joint venture, each principal member of the Contractor is and shall be jointly and severally responsible and liable for all obligations, responsibilities and liabilities of the Contractor under the Contract.

#### 2.1.9 DISCLAIMER OF OWNER'S LIABILITY

In no event shall OWNER be liable to the Contractor except for obligations expressly assumed by OWNER under the Contract Documents, nor shall OWNER ever be liable to the Contractor for indirect, special, incidental or consequential damages resulting from, arising out of, or in connection with, the Work, the Contract or its rescission, cancellation, termination or suspension or the acceleration of its expiration. No representative of OWNER, nor any officer, agent, consultant or employee of OWNER (including OWNER's Representative) shall be charged personally by the Contractor with any liability, or be held liable to it, under any term or provision of the Contract, or because of any breach of the Contract by OWNER, or otherwise in connection with performance under the Contract.

The following paragraphs shall read as follows:

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

- 2.2.1.1 any Contract Amendments;
- 2.2.1.2 any Change Orders -- those of a later date taking precedence over those of an earlier date;
- 2.2.1.3 the Notice to Proceed;
- 2.2.1.4 the Agreement (including the Scope of Work and Attachments)
- 2.2.1.5 the Special and Supplementary Conditions (if any);
- 2.2.1.6 the General Conditions;
- 2.2.1.7 the Scope of Services (including the General Requirements);
- 2.2.1.8 the Schematic Drawings provided by Owner;
- 2.2.1.9 the Contractor Proposal;

2.2.1.10 the Contractual Exhibits and any other documents specifically identified and incorporated into any of the Contract Documents by reference – those of a later date taking precedence over those of an earlier date;

~~2.2.1.11 the Bonds;~~

2.2.1.12 the Tax Certifications;

2.2.1.13 the Contractor Insurance Policies; and

2.2.1.14 the Notice of Award.

The following paragraphs shall replace Sections 3.2 to 3.10 as follows:

1. Introduction



The Puerto Rico Infrastructure Financing Authority (AFI) has implemented an Owner Controlled Insurance Program (OCIP). The awarded Contractor must enroll in the OCIP and complete the required forms included with this Supplement. Awarded Contractor is responsible for enrollment and compliance with all OCIP requirements of subcontractors of all tiers. The OCIP requirements are not intended to create any contract between the subcontractors and AFI. The Contractor shall participate directly in the enforcement of any OCIP provisions that relate to Subcontractors but such participation shall not excuse the contractor of its responsibility for enrollment and compliance with all OCIP requirements of subcontractors of all tiers as provided above. The OCIP will provide builder's risk, general liability, contractor's pollution liability, and excess liability for all eligible contractors of every tier enrolled in the OCIP and performing work at the project site (Section 5 of these provides a general description of the coverage's provided under the OCIP).

The OCIP is not intended to provide a complete insurance program to the Contractor. The OCIP will not include worker's compensation insurance, employers' liability, employee disability, Chauffeur Social Security or comprehensive automobile liability insurance, and the Contractor shall be responsible for purchasing and maintaining such insurance coverage.

AFI's election to provide the OCIP shall not relieve or limit, or be constructed to relieve or limit, the Contractor or any Subcontractor of or from any responsibility, obligation or liability whatsoever imposed by the Contract Documents or arising out of performance of the Work.

2. Program Eligibility

2.1. Eligible Contractor

Includes all contractors, subcontractors providing direct labor on the project site in connection with the AFI Work Plan. Temporary labor services and employee leasing companies are to be treated as a subcontractor.

2.2. Ineligible Contractor

Includes (but are not limited to) vendors, installers, truck persons, delivery persons, concrete / asphalt haulers, and or contractors who do not have on-site dedicated payroll except as otherwise endorsed. Any person or organization that fabricates or manufacturers products, materials or supplies away from the project site(s). Such entities or persons shall be required to provide their own insurance to cover and Indemnify AFI for their operations and activities.

2.3. OCIP Insured Projects

Include those projects in connection with the AFI Work Plan, for eligible participants of all tiers who are properly enrolled in the OCIP by completing the OCIP Form 1.

3. Contractor's Responsibility

Awarded Contractor shall enroll in the OCIP by completing the attached OCIP Form 1 and submitting it to the OCIP Administrator upon receipt of award notice from AFI. All awarding Contractors shall require that each of its subcontractors of all tiers enroll in the OCIP by submitting the OCIP Form 1 to the OCIP Administrator prior to the subcontractor entering the project site.

4. Contractor's Responsibility for its Subcontractors

The Awarded Contractor shall include all of the provisions of this agreement in every subcontract so that such provisions will be binding upon each of its subcontractors.

5. Coverage Provided in AFI's OCIP

AFI, at its sole expense, has in force an owner controlled insurance program (OCIP) to furnish certain insurance coverage's related to on-site-project activities. The OCIP will be for the benefit of AFI and its Contractor and Subcontractors of all tiers (unless specifically excluded) who have on-site employees and dedicated payroll. Such coverage applies only to work performed under this contract at the Project Site. Project Site is defined as the area described in the construction contract documents including the areas available for contractor operations, access routes, right-of-ways, and additional sites necessary or incidental thereto in connection with the work or emanating from the project site, as approved by AFI. Contractor and Subcontractors of all tiers must carry and maintain their own insurance for off-site activities. The OCIP policies are available for review by the Contractor upon request to AFI. The terms of such policies or programs, as such policies or programs may be from time to time amended, will be incorporated by reference herein. The Contractor hereby agrees to be bound by the terms of coverage as contained in such insurance policies and/or self-insurance programs and acknowledge that such policies prevail over any contradictory terms of this.

AFI, at its sole expense, will provide and maintain in force the types of insurance as listed below. Contractor and Subcontractors of all tiers enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. Contractor and Subcontractors of all tiers agree that the purpose of this section is to provide a general understanding of the coverage provided by the OCIP.

The Contractor hereby covenants and warrants that all insurance costs (including those for all Subcontractors of any tier) for the coverage provided under the OCIP are excluded from the Contract Price.

**5.1 Commercial General Liability Insurance**

Provides coverage for On-Site projects activities for Bodily Injury, Property Damage, Personal Injury, Products and Completed Operations (Completed Operations has a 5-year extension) and Employer's Liability Coverage.

Scope of Coverage

- |    |            |  |
|----|------------|--|
| A. | Operations | The performance of work in connection with AFI's OCIP Insured Projects by an enrolled contractor, subcontractor of any tier performed at the Project Site. |
| B. | Insured    | AFI, enrolled Contractor, and enrolled Subcontractor of all tiers.   |

C.	Limits	\$2,000,000	Bodily Injury & Property Damage	Each Occurrence
		\$6,000,000	General Aggregate for all insured projects	
		\$6,000,000	Products and Completed Operations	
			Aggregate for all insured projects	
		\$2,000,000	Employer's Liability Coverage	

**5.2 Excess General Liability Insurance**

Provides Liability coverage in excess of Primary Commercial General Liability Coverage for On-Site project activities.

Scope of Coverage

- A. Operations The performance of work in connection with AFI's OCIP Insured Projects by an enrolled contractor, subcontractor of any tier, performed at the Project Site.
- B. Insured AFI, Contractor and enrolled Subcontractors of all tiers.
- C. Limits \$50,000,000 Each Occurrence  
\$50,000,000 General Aggregate for all insured projects

**5.3 Contractor's Pollution Liability Insurance**

Provides coverage for Bodily Injury, Property Damage or Environmental Damage claims from third parties caused by pollution conditions resulting from covered operations. The policy is written on an "occurrence" form and includes a five year completed operations period.

Scope of Coverage

- A. Operations All construction activities of an enrolled contractor, subcontractor or consultant of any tier performed at the project site in connection with AFI's OCIP insured projects.
- B. Insured Contracted construction management teams, contractors, subcontractors, remediation and environmental contractors, and subcontractors, of all tiers providing services in connection with projects covered under AFI's OCIP.
- C. Limits \$15,000,000 Each loss  
\$15,000,000 Total all losses

**5.4 Builder's Risk/Installation Floater Insurance**

Provides coverage under an "all risks" form (including flood and earthquake) for physical loss or damage to work or any part thereof.

Scope of Coverage

- A. Operations Work done in conjunction with AFI's OCIP by enrolled Contractors and sub-contractors of any tier.
- B. Insured AFI and Contractors/Subcontractors of any tier.

C.	Limits	Up to Complete Individual Project Value	
		\$100,000,000	Each and Every Loss & In the Annual Aggregate for Earthquake, Wind & Flood
D.	Sub limits	\$2,000,000	Off-Site Storage (Not part of any Marine Voyage)
		\$1,000,000	Transit per Conveyance (Within Puerto Rico only)
		\$2,000,000	Expediting Expenses
		\$1,000,000	Existing Surrounding Property
		\$5,000,000	Debris Removal

The Builders Risk will not provide coverage for any loss: to (1) horizontal drilling (except as specifically endorsed in the policy), tunneling work; (2) Advance Loss of Profits, Any Form of Consequential Loss, Manufacturers Risk; (3) underground works (other than lying pipelines or utilities), Wet Works; (4) to materials (unless the materials are to be incorporated into the Project); (3) tools, or (4) equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work. Contractor agrees to indemnify, defend, and hold AFI and its officers, agents, and employees harmless from any such loss, theft, or disappearance.

**5.5 Certificates and Policies**

All the AFI furnished insurance coverage's shall be either written by insurance companies approved by AFI or self-insured. AFI or its appointed representative shall provide Contractors and Subcontractors with appropriate certificates of insurance or self-insurance evidencing the coverage outlined above.

**5.6 Warranty Work**

A contractor, subcontractor who has completed its work at the Project Site and whose insurance was provided by AFI's OCIP and such insurance policies has been terminated, if they need to return to the site to perform warranty type work, it must be done under its own insurance coverage's and not under those provided by AFI's OCIP.

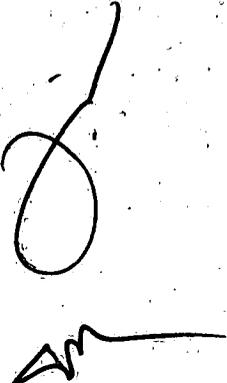
**5.7 Termination/Modification of the OCIP**

AFI reserves the right to terminate any contractor/subcontractor from the OCIP, and to terminate or modify the OCIP, or any portion thereof. To exercise this right, AFI shall provide sixty-(60) days advance written notice to all contractors/subcontractors covered by the OCIP. Contractors and Subcontractors of all tiers shall immediately be required to obtain appropriate replacement insurance coverage acceptable to AFI. The reasonable cost of such replacement insurance will be reimbursed by AFI. Written evidence of such insurance shall be provided to AFI prior to the effective date of the termination or modification of the OCIP.

**6. Contractor Responsibilities**

6.1. The Contractor is required, in behalf of himself and that of his subcontractor to cooperate with AFI and its OCIP Administrator with regards to the administration and operation of the OCIP. The Contractor's responsibilities shall include, but are not limited to:

6.1.1. Compliance with applicable Construction Safety Programs(s);

- 
- 6.1.2. Compliance with AFI's OCIP and Safety Manuals setting forth the administrative procedures required of the Contractors;
  - 6.1.3. Provision(s) of necessary contract, operations and insurance information;
  - 6.1.4. Immediately notifying the OCIP Administrator of all subcontractors of all tiers upon award;
  - 6.1.5. Cooperation with any insurance company and OCIP Administrator with respect to requests for claims or other information required under the program;
  - 6.1.6. Immediately notifying AFI that any Contractor/Subcontractor-provided coverage has been canceled, materially changed, or not been renewed;
  - 6.1.7. Complete the following administrative forms within the time frames specified:
    - A. AFI OCIP Form 1 - OCIP Enrollment Form. Upon receipt of notice to proceed from AFI.
    - B. AFI OCIP Form 2 - Notice of Completion. Upon completion of all work being performed under the contract.
  - 6.1.8. Completed forms will be sent to AFI's OCIP Administrator at the following address:

Puerto Rico Infrastructure Financing Authority  
Roberto Sánchez Vilella Governmental Center  
North Tower, 8<sup>th</sup> Floor  
San Juan, PR 00940  
Attn. Gladys Torres, OCIP Administrator

## 6.2. Deductibles

- 6.2.1. **Project CGL Policy.** The Contractor agrees that, in case of payment by AFI or its Project CGL Policy insurer on account of injury or damage claims arising out of the performance of the Work, AFI shall withhold from payments otherwise due the Contractor hereunder a deductible amount (irrespective of any actual deductible amount under the Project CGL Policy) equal to such payment (including loss adjusting expense), but not to exceed Five Thousand Dollars (\$5,000.00) per occurrence, which such withheld amount shall become the property of AFI.
- 6.2.2. **Project Builder's Risk Policy.** The Contractor shall pay all costs and expenses arising out of loss or damage to the Work (including construction materials to be incorporated into the Work stored on-site and construction materials to be incorporated into the Work manufactured, fabricated or stored at construction yards or storage sites dedicated to the Project and located in the vicinity of the Site) within the deductible or self-insured retention under the Project Builder's Risk Policy, regardless of the number of losses, up to Twenty-Five Thousand (\$25,000.00).
- 6.2.3. **Project Pollution Policy.** The Contractor agrees that, in case of payment by AFI or its Project Pollution Policy insurer on account of claims arising out of pollution caused, directly or indirectly, from the performance of the Work by the Contractor, AFI shall withhold from payments otherwise due the Contractor hereunder a deductible amount equal to such payment (including loss adjusting expense), but not to exceed Twenty-Five Thousand (\$25,000.00) per occurrence, which withheld amount shall become the property of AFI.

## 7. Assignment of Return Premiums

AFI will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of AFI's provision of said coverage's, by signing this contract, the contractor agrees to: Irrevocably assign to and for the benefit of AFI, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies due to AFI in connection with the insurance which AFI herein agrees to provide. The Awarded Contractor further agrees to require each subcontractor of all tiers to execute a similar provision for the benefit of AFI.

**8. Contractor's-Provided Coverage**

Contractor will be required to provide the following additional coverage's that are not provided under AFI's OCIP program.

8.1. For any work under this contract, and until completion and final acceptance of the work, the Contractor, at its own expense, must promptly furnish to AFI's OCIP Administrator, certificates of insurance giving evidence that certain coverage's are in force. Contractor is responsible for compliance with these requirements by its subcontractors of all tiers.

8.2. Upon receipt of notice to proceed, Contractor agrees and shall cause its subcontractors of all tiers to agree to obtain the insurance set out below from a company or companies acceptable to AFI as follows:

**8.2.1. Workmen's Compensation Insurance**

8.2.1.1. The Contractor shall provide Workmen's Compensation Insurance as described by the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors.

8.2.1.2. The Contractor shall furnish the Authority a certificate from the State Insurance Fund showing that all personnel employed in the work are covered. If imported technical personnel are exempted, the Contractor shall furnish evidence of such exemption and certificate from the insurance carrier covering said personnel.

8.2.1.3. For imported personnel eligible for exemption, as per Act. No. 16 of May 16, 1958, the Contractor shall refer to Appendix "A".

**8.2.2. Comprehensive Automobile Liability Insurance**

Contractor agrees, and shall cause its subcontractors of all tiers to agree, to provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury

8.2.2.1. The certificate evidencing this coverage shall state that the policy has been endorsed to name AFI as an Additional Insured (as their interest may appear).

8.2.2.2. This policy shall be endorsed to include Waiver of Subrogation in favor of AFI.

8.2.2.3. Notice of Cancellation. Policies and or certificates shall specifically provide an advanced sixty-(60) day notice of cancellation, non-renewal or material change

to be sent to the OCIP Administrator at the aforementioned address, as a condition for such cancellation, non-renewal or material change to take place.

8.2.2.4 If there is the exposure of transportation of hazardous materials the following endorsement shall be provided. Under this policy, Motor Carrier Endorsement, of the Motor Carrier Act of 1980, Form MCS-90 shall be provided by the Contractor.

### 8.2.3. Payment & Performance Bonds



The Contractor shall furnish a performance bond (the "Performance Bond") and a labor and materials payment bond (the "Payment Bond"), each in the amount of one hundred percent (100%) of the Contract Price, and in the form set forth, respectively, as Attachments D and E to the AFI-Contractor Agreement. The Performance Bond shall name AFI as obligees, and the Payment Bond shall name the Puerto Rico Secretary of Labor and Human Relations, in accordance with Section 195 of Title 29 of the Laws of Puerto Rico Annotated, AFI as obligees. Each of the Performance Bond and the Payment Bond (collectively, the "Bonds") shall be issued by a surety company qualified to do business under the laws of the place where the Project is located and acceptable to AFI. The premiums for the Bonds are included in the Contract Price. The Bonds shall remain in effect for the one-year warranty period specified in Section 5.4 of the contract. The Bonds shall be executed in the required number of counterparts and shall be submitted to AFI for insertion into the Contract Documents simultaneously with the execution of the Contract by the Contractor.

Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering the payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall permit a copy thereof to be made.

### 8.3. Certificates of Insurance

Prior to entrance on the Project Site, Contractors agrees, and shall cause its subcontractors of all tiers to agree, to provide to AFI's OCIP Administrator a Certificate of Insurance setting out the coverage's described herein, limits, and amendments to the certificate necessitated by changes to the work to be performed under the contract until completion and final acceptance of work. Insurances must be placed with carriers having an A.M. Best's Guide rating of A-VII or better. Such certificate shall be forwarded to the OCIP Administrator at the address described on Section 6.1.8. above.

### 8.4. Furnishing of Policies and Bonds

8.4.1. All required policies of insurance and bonds shall be in a form acceptable to the "Authority", and shall be issued only by insurance companies authorized to do business in Puerto Rico.

8.4.2. The Contractor shall furnish the original and one certified copy of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative.

8.4.3. The Contractor shall furnish a complete copy of each policy required under this contract, or a Certificate of Insurance signed by an authorized representative of the insurer in Puerto Rico, describing the coverage's afforded. This certification shall be in an "Accord" form, in general use by the insurers.

## 9. Other Insurance

Any type of insurance or any increase of limits of liability not described above which a contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

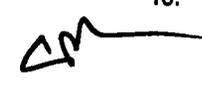
The OCIP is not an attempt to provide the Contractor and its subcontractors of all tiers with complete insurance programs. AFI shall not be responsible to provide any insurance coverage not specified above. The Contractor and its Subcontractors of all tiers have the responsibility to make sure their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, which they deem advisable, whether or not specified above.

AFI reserves its right to require any changes of insurance or coverage which considers necessary in this contract and to adapt insurance requirements to needs arising during the contracting process.

While AFI intends to maintain the OCIP as described herein, no warranty or representation is made that market conditions, costs, loss records or other factors not now prevalent will not result in changes to the program at some future date. Notwithstanding any other provisions of the Contract Documents, AFI may, at its sole option, modify or discontinue the OCIP or its policy limits, deductible amounts or other elements of coverage. The insurance provisions set forth herein are not intended to and do not represent or fully describe the terms of the policies issued, nor should they be construed to alter or amend those policies. Any questions concerning these insurance provisions shall be directed, in writing, to AFI.



10. **Subcontractor Participation**



Upon execution of the contract, the Contractor will immediately report all new eligible Subcontractors of all tiers to the OCIP Administrator for enrollment in the OCIP. The Contractor shall incorporate all provisions of these in any Subcontractor agreement and shall cause its Subcontractors to cooperate fully with AFI, and the insurance companies for the project, in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project, by AFI. In accordance with this paragraph, Contractor shall not permit any subcontractor of any tier to enter the Project Site prior to submitting enrollment forms in the AFI's OCIP; failure to do so may negate the afforded coverage(s). Any failure by the Contractor in complying with this provision shall constitute a contractual material breach of Contractor and upon its occurrence AFI may pursue any and all rights or remedies it may have under this Contract and/or under the law.

11. **Waiver of Subrogation**

Contractor waives all rights of subrogation and recovery against AFI, its designee(s), Construction Managers, General Contractors and subcontractor(s) of all tiers to the extent of any loss or damage, which is insured under the OCIP. Contractor waives its rights of subrogation and recovery for damage to any property or equipment against AFI, its designee(s), Construction Managers, General Contractors and subcontractor(s) of all tiers. Contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

12. **No Release**

The carrying of the above-described insurance shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

13. **Approval of Forms and Companies**

All insurance described in this contract shall be written by an insurance company or companies satisfactory to AFI and licensed to do business in Puerto Rico and shall be in a form and content satisfactory to AFI. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

14. **OCIP and Safety Procedures**

The Contractor agrees, and shall cause its subcontractors of all tiers to agree, to adhere to and perform all reporting requirements as detailed in AFI's OCIP and Safety Manuals as described in the construction contract. ~~Failure to follow the procedures outlined in these manuals may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against AFI or the Contractor.~~ The contractor shall, at its own expense, be responsible for any fines or judgments arising out of failure to follow these procedures. AFI shall deduct from monies due or to become due under payment of this contract any applicable fines or judgments that are assessed against AFI.

15. **Owner Controlled Insurance Program**

AFI reserves the right to modify or cancel the owner controlled insurance program(OCIP) or to otherwise determine if the awarded contractor will provide their own insurance coverage in lieu of the OCIP provided coverage, or part thereof.

The following paragraphs shall read as follows:

**4.2 Subsurface and Physical Conditions**

4.2.1. Reports and Drawings. The Scope of Work at the Agreement identify:

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

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

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

4.7.1. Reports, Studies and Drawings. Reference is made to the Scope of Work at the Agreement for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site.

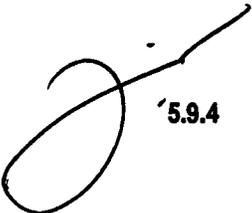
The following paragraphs will be added as follows:

**5.9 OWNER'S REPRESENTATIVE**

5.9.1 Owner's Representative, through its authorized representatives, will provide general administration of the Contract, and will review and take other action as specified in the Contract Documents with respect to Submittals, and will monitor Construction of the Work.

5.9.2 Owner and Owner's Representative, and their respective authorized representatives, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor will provide, at no cost to

Owner, field facilities to the satisfaction of the Contracting Officer so that the Contracting Officer and Owner's Representative may perform their functions under the Contract Documents.

 5.9.3 Owner's Representative will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Owner's Representative will have authority to require special inspection or testing of the Work, whether such Work shall be then fabricated, installed or completed. However, neither the authority of Owner's Representative to act under this Subsection 5.9.3, nor any decision made by it in good faith whether to exercise such authority, shall give rise to any duty or responsibility of Owner's Representative to the Contractor, any Subcontractor, or any Sub-Subcontractor, or any of their agents or employees, or any other person performing any of the Work, nor will the Contractor be relieved from any of its obligations under the Contract.

5.9.4 Owner's Representative will conduct inspections to determine the dates on which Substantial Completion and Final Completion occur and will receive and review written guarantees and other documents required as conditions precedent to Substantial Completion and Final Completion.

 5.9.5 Owner's Representative will not be responsible for any acts or omissions of the Contractor, any Subcontractor or any Sub-Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

5.9.6 Owner's Representative shall have the right to stop the Work, in whole or in part, in an emergency or when such stoppage is necessary to insure safety or security of people or property; provided, however, the right of Owner's Representative to stop the Work in these circumstances shall not give rise to a duty on the part of Owner's Representative to exercise this right for the benefit of the Contractor or any person, nor to relieve the Contractor of its sole responsibility for safety and security at the Site.

The following paragraphs will be added as follows:

#### **6.1.2.1.2 Management Personnel**

Simultaneously with the execution of the Contract by the Contractor, the Contractor shall designate and describe, in writing to the Contracting Officer, the name, title, qualifications and experience of the proposed Contractor's Project Executive (who shall be the Contractor's Project Executive named in the Contractor Proposal unless otherwise directed or approved by the Contracting Officer). The Contractor's Project Executive shall have supervisory control over the Contractor's Project Manager and full authority to represent, bind and act for the Contractor with respect to any matters arising under the Contract. OWNER shall have the right, in its sole discretion, to approve, reject or to require replacement of the Contractor's Project Executive at any time.

The Contractor shall notify Owner's Representative, in writing, if the Contractor desires to change the Contractor's Project Manager, the Contractor's Project Executive or any senior staff member, and shall provide information in writing to the Contracting Officer as to the experience and qualifications of the proposed new Contractor's Project Manager, Contractor's Project Executive or any senior staff member, as the Contracting Officer may request. No change in the Contractor's Project Manager or Contractor's Project Executive or senior staff shall be made, however, without the Contracting Officer's prior written approval.

The Contractor shall employ a competent construction superintendent and necessary assistants who shall be in attendance at the Site at all times during Construction. The superintendent shall have full authority to act on behalf of the Contractor. The Contracting Officer may require the replacement of such personnel at any time. The Contractor shall coordinate and supervise the work of all Subcontractors and Sub-Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor's Project Manager and, in his absence, the superintendent shall represent the Contractor, and communications given to the Contractor's Project Manager or the superintendent shall be as binding as if given

to the Contractor directly. Communications may be confirmed in writing by AFI. Other communications shall be similarly confirmed on written request in each case.

~~6.1.3~~ ~~GENERAL~~

**6.1.3.1 Standard of Performance**

The Contractor shall perform all of the management, quality control, scheduling, procurement, construction, installation and all other obligations set forth in, required by, or reasonably inferable from, the Contract Documents, in order to deliver a complete, fully operational and functional facility that meets or exceeds the requirements of Good Industry Practices and the standards established by, and other requirements of, the Contract Documents. The Contractor shall be solely responsible for constructing and installing all elements of the Work.

The following paragraphs shall replace Section 6.4.3 Scheduling Format as follows:

**6.4.3 SCHEDULING**

**Contractor's Construction Scheduler**

**6.4.3.1** The Contractor shall employ or retain the services of a Construction Scheduler. The Construction Scheduler shall have at least five (5) years of verifiable experience as the person primarily responsible for preparing and maintaining detailed CPM schedules on projects of the same or similar size and nature as the Work. The Construction Scheduler shall attend all meetings pertaining to the scheduling and progress of the Work and any other meetings as may be scheduled by Owner.

**6.4.3.2** Within five (5) Days after the date of issuance of the Notice to Proceed, the Contractor shall provide a written statement to Owner's Representative setting forth the following information:

- .1 identification, qualifications, and experience of the proposed Contractor's Construction Scheduler and all other members of the Contractor's scheduling staff; and
- .2 references of not less than two (2) previous projects on which the Contractor's Construction Scheduler has utilized CPM scheduling.

**6.4.3.3** Owner's Representative reserves the right to reject any identified or proposed candidate for the Construction Scheduler and to require the Contractor to select another candidate acceptable to OWNER's Representative.

**6.4.3.4** General Requirements for Progress Schedule. The Contractor shall prepare and submit for Owner's Representative's review and Conditional Acceptance a Contractor's Progress Schedule for the Work as previously described. The Progress Schedule shall show the full detail for the entire Work and, once conditionally accepted by Owner's Representative, will become the baseline Project Schedule. The Progress Schedule shall be based upon a Work Breakdown Structure ("WBS") Level 6, and shall be a resource and cost-loaded schedule using the Critical Path Method of scheduling, providing monthly and long-term scheduling and cost control. It also shall provide a basis for determining amounts of Progress Payments. The Progress Schedule shall be developed to provide for Progress Payments to be made on a schedule intended to compensate the Contractor for its costs incurred in performance of the Work on a reasonably current basis (sometimes referred to in the industry as "cash-flow neutral"), subject to the delays inherent in the payment process.

The Progress Schedule shall (a) include Scheduled Weather Delay Days, (b) be consistent with all milestone dates and completion dates specified in the Contract Documents, (c) be revised at the times required herein and at other appropriate intervals as required by the conditions of the Work, and (d) provide for expeditious and practicable execution of the Work. Owner's Representative'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 adjustments thereto. The Progress Schedule shall be comprehensive, orderly, and realistic, and shall cover activities onsite and offsite and activities of the School and other agencies that affect the Project.

The Contractor shall conform to the most recent Progress Schedule. The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Progress Schedule. Without limiting OWNER's rights under Section 9.4.3, if the Contractor falls behind the Progress Schedule, the Contractor shall promptly submit to Owner's Representative 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 form acceptable to Owner's Representative.

The Contractor shall at all times provide adequate rates of progress for the various parts of the Work so as to properly advance the Work and so that the Work at all times meets the requirements of the Progress Schedule. Whenever Critical Path Activities fall behind the planned schedule of construction as shown on the Progress Schedule, or when activities which were not critical become critical, Owner's Representative 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.

#### 6.4.3.5 Work Breakdown Structure (WBS)

The Contractor shall submit to Owner's Representative for approval a detailed organized hierarchical division of the WBS for completing each portion of the Work. The WBS shall be the basis for organizing all Work under the Contract, and shall be used to structure the Progress Schedule, Submittal Schedule, and Schedule of Values and other cost control systems. The WBS shall be broken down into the following levels:

- WBS Level 1     PROJECT  
                  Work breakdown of the Project.
- WBS Level 2     CONTRACT COMPONENT  
                  Work breakdown into major components of the Contract.
- WBS Level 3     SUBCOMPONENT  
                  Work breakdown of the Contract components.
- WBS Level 4     PHASE  
                  Work breakdown into major phases of Work.
- WBS Level 5     DISCIPLINES OF WORK  
                  Work breakdown into Construction Disciplines.  
                  Schedule of Values (Payment Schedule) Level.

WBS Level 6    DETAIL

Work breakdown defined by Contractor.

~~Progress Schedule Level.~~

Resource and Cost-Loaded.

Rolling 6 Month Schedule - To provide monthly schedule control.

Progressed and submitted on a monthly basis.

6.4.3.6 Scheduling System. The Contractor shall use Oracle Primavera P6 (professional Project Management), and a hardware system commensurate with the size of the Project (the "Scheduling System"). The Scheduling System shall use the Critical Path Method and be capable of handling, processing, printing, and plotting data to satisfy all Owner's requirements. The Contractor shall maintain the Scheduling System, the Progress Schedule and Updated Progress Schedules, and the scheduling staff onsite or at a location approved by Owner's Representative.

6.4.3.7 Contents of Progress Schedule. The Progress Schedule shall:

6.4.3.7.1 Begin on the date of issuance of the Notice to Proceed and conclude with the date of Final Completion;

6.4.3.7.2 Identify Work on a calendar basis using Days as a unit of measure;

6.4.3.7.3 Show complete interdependence and sequence of construction and Work-related activities reasonably required to complete the Work;

6.4.3.7.4 Identify Work of separate stages and other logically grouped activities, and clearly identify the critical path of activities;

6.4.3.7.5 Reflect sequences of Work; restraints, delivery windows, review times, the Contract Time and Project Milestones as set forth in the Agreement; and

6.4.3.7.6 Include, as applicable, the following activities:

6.4.3.7.6.1 Design deliverables

6.4.3.7.6.2 Time for obtaining permits, submittals for early product procurement and long lead time items.

6.4.3.7.6.3 Mobilization and other preliminary activities.

6.4.3.7.6.4 Initial site work.

6.4.3.7.6.5 Specified Work sequences, constraints, and Milestones, including date of Substantial Completion and trade Work.

6.4.3.7.6.6 Interfaces with Other Contractors.

6.4.3.7.6.7 Major equipment design, fabrication, factory testing, and delivery dates.

6.4.3.7.6.8 Site work.

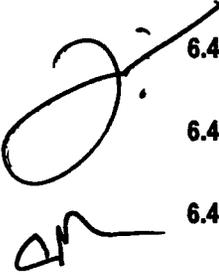
6.4.3.7.6.9 Concrete work.

6.4.3.7.6.10 Structural steel work.

6.4.3.7.6.11 Architectural features work.

6.4.3.7.6.12 Conveying systems work.

- 6.4.3.7.6.13** Equipment work.
- 6.4.3.7.6.14** Mechanical work.
- 6.4.3.7.6.15** Electrical work.
- 6.4.3.7.6.16** Instrumentation and control work.
- 6.4.3.7.6.17** Interfaces with Owner -furnished equipment.
- 6.4.3.7.6.18** Other important work for each major facility.
- 6.4.3.7.6.19** Equipment and system startup and test activities.
- 6.4.3.7.6.20** Project closeout and cleanup.
- 6.4.3.7.6.21** Demobilization.

 **6.4.3.8** Progress Schedule Graphical Display. The graphical display for the Progress Schedule shall be furnished to OWNER's Representative on a Primavera P6 CD and shall:

**6.4.3.8.1** Plot or print on paper not greater than 30 inches by 42 inches or smaller than 22 inches by 34 inches, unless otherwise approved.

**6.4.3.8.2** Include a title block indicating the name of the Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated Progress Schedules shall indicate data date.

**6.4.3.8.3** Identify horizontally across the top of the schedule the time frame by year, month, and Day.

**6.4.3.8.4** Identify each activity with a unique number and a brief description of the Work associated with that activity.

**6.4.3.8.5** Indicate the Critical Path.

**6.4.3.8.6** Show, at a minimum, the controlling relationships between activities.

**6.4.3.8.7** Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.

**6.4.3.8.8** Plot activities on an early start basis unless otherwise requested by OWNER's Representative.

**6.4.3.8.9** Provide a legend to describe standard and special symbols used.

**6.4.3.9** Progress Schedule Report. The Contractor shall submit a Progress Schedule Report with the Progress Schedule and with each Updated Progress Schedule. The Progress Schedule Report shall be printed on 8-1/2 inch by 11-inch white paper, unless otherwise approved by Owner's Representative. The Progress Schedule Report shall provide information for each activity in tabular format, including, at a minimum:

**6.4.3.9.1** Activity Identification Number.

**6.4.3.9.2** Activity Description.

**6.4.3.9.3** Original Duration.

**6.4.3.9.4** Remaining Duration.

**6.4.3.9.5** Early Start Date (actual start on Updated Progress Schedules).

**6.4.3.9.6** Early Finish Date (actual finish on Updated Progress Schedules).

**6.4.3.9.7** Late Start Date.

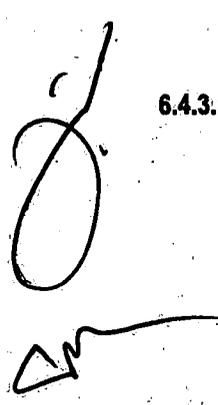
**6.4.3.9.8** Late Finish Date.

**6.4.3.9.9** Total Float.

**6.4.3.9.10** Detailed explanation and justification for all changes made in the schedule.

**6.4.3.10** Float Time. Float time (whether identified in the initial Progress Schedule or in any Updated Progress Schedule) is a Project resource available to both the Contractor and to Owner to meet Milestones and the Contract Time. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times is prohibited.

The use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the proportionate benefit of Owner and the Contractor.



**6.4.3.11** Review and Conditional Acceptance of Progress Schedule. Not later than thirty (30) Days after the date of issuance of the Notice to Proceed, the Contractor shall submit to Owner's Representative 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. The Owner's Representative will have not more than five (5) Days to review and comment. Then, the Contractor will have not more than seven (7) Days for corrections. 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 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 Owner's Representative for review, comment or Conditional Acceptance. As a condition precedent to Final Completion, the Contractor shall prepare and furnish to Owner's Representative a final as-built Progress Schedule.

The following paragraphs shall read as follows:

**6.13.1.** The Contractor shall be fully responsible for initiating, maintaining enforcing and supervising all safety and security precautions and programs in connection with the performance of the Contract, including, but not limited to, compliance by the Contractor, all Subcontractors and Sub-Subcontractors with all occupational safety standards and regulations required by the Occupational Safety and Health Act, other Applicable Laws, the Contract Documents, and any insurance carrier providing insurance coverage for Owner or the Contractor in connection with the Project. Without limiting the generality of the foregoing, the Contractor shall, prior to commencement of Construction, prepare a written Construction Safety and Security Plan which shall be submitted to Owner and issued to all Subcontractors and all forces employed on the Work. Such program shall include weekly safety meetings with employees and subcontractors, and the Contractor shall prepare, circulate and maintain on file at the Site minutes and attendance of all safety meetings and comply with the program. The Construction Safety Program besides the Occupational Safety and Health Act, shall include responsibility levels and disciplinary action for employees and Subcontractors not following the Safety Program. Such programs shall include but not limited to, job hazard analysis, fall protection program, excavation safety program, scaffolds safety program, electrical safety program, lock out tag out program, confined spaces entry program, stairs and ladder safety program, cranes safety, hand powered tools safety, housekeeping and hygiene program, hazard

communication program, emergency and fire prevention program, personal protective equipment program, employees and subcontractors disciplinary action program or other safety program as required by the applicable construction activities, OSHA regulations in 29 CFR 1926, 1910, and the Puerto Rico Occupational Safety and Health Act. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.13.1.1. all persons, subcontractors, sub-subcontractors on the Site who may be affected by the Work;

The following paragraphs will be added as follows:

6.13.4 The general contractor shall submit the safety program to the Owner to verify if it contains the minimum OSHA 29 CFR 1926, 1910 and the Puerto Rico Occupational Safety and Health Act requirements applicable to the Project or other codes or regulations by reference.

The following paragraphs shall read as follows:

6.14.1 Contractor shall designate a qualified experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and maintaining and supervising of safety precautions and programs. The Safety representative main activity shall be the implementation of the Contractor safety program.

The following paragraphs will be added as follows:

6.14.1.1 The Contractor shall designate a member of the Contractor's organization assigned at the Site, experienced in OSHA construction safety standards by formal training and safety, who shall be present at the Project during days of construction work activities, who shall report directly to the Contractor's Project Executive, and who will have as his primary responsibility, implementation of the Contractor's safety plan, and the implementation of a security program to provide for, at a minimum:

6.14.1.1.1 Security requirements and procedures to address responding to, and protecting against, acts of crime, trespassing and vandalism, and lost or stolen equipment and materials from the Site;

6.14.1.1.2 procedures for Site safety; employee and visitor Site security and in-progress construction security; and

6.14.1.1.3 implementation of security perimeters and implementation of security measures at the Site, such as fencing, and lighting.

6.14.1.1.4 The designate safety and security member shall have a minimum of 3 years of experience and documented safety education similar to the OSHA 30 hours training for construction.

6.14.1.1.5 The designated safety and security representative can perform other activities only at the project site or premises. Neither the Owner nor the project engineer maybe designated as the safety representative.

The following paragraphs will be added as follows:

## **6.22 UTILITY WORK**

### **6.22.1 UTILITY FACILITIES**

Owner makes no representation or warranty that the utility facilities ("utilities" or "utility facilities") shown or otherwise referred to in the Contract Documents are in the locations indicated or are the only utility facilities that may be encountered. Prior to commencing the Work, the Contractor shall visit the Site and shall confirm the existence and location of all utility facilities and shall, during the course of the Work, make diligent and continuous efforts to confirm the locations of all utility facilities at and adjacent to the Site. The Contractor shall make necessary arrangements with, and obtain approvals from, utility companies for the design, protection, alteration and relocation of utility facilities

which may be necessary in connection with performance of the Work, as hereafter provided, and shall notify all municipal departments and utility companies concerned of the time and location of any work which may affect them. The Contractor shall be responsible for all costs and all claims, damages and liabilities arising directly or indirectly from any damage to utility facilities or any intentional or unintentional interruption of service occurring in connection with the Work or other operations of the Contractor.

#### **6.22.2 RESPONSIBILITY FOR RELOCATION OF UTILITIES**

Except as expressly otherwise provided below, the Contractor shall be solely responsible for the temporary or permanent relocation of all existing utilities, public and private, located on, over, under or adjacent to the Site, which conflict with, or are affected by, the construction and installation of the Work, and for obtaining all related approvals required from utility companies.

The utilities to be relocated, replaced or rehabilitated shall include, without limitation, all electric power, telephone, cable television, telecommunication, gas, petroleum products, water, sewer, storm drain, irrigation, steam, and similar lines and facilities located within the Site, whether located on the surface, underground or overhead, and whether indicated in the Contract Documents, Drawings and Specifications developed by Contractor or discovered in the course of performance of the Work.

The Contractor shall use its best efforts to relocate or cause to be relocated the existing utilities in the most expeditious manner, with the least damage to existing trees and shrubbery and the operations of the affected utility company and its customers. The Contractor shall comply with all Applicable Laws, easements or other agreements governing or relating to the existing utilities, and, in particular, with any provisions thereof relating to relocation of such utilities. The Contract Price includes all of the Contractor's costs, expenses, overhead and profit for all private utility relocation Work and public utility relocation work. The Contractor shall be responsible for informing and reporting the list of existing public utilities in the Project area. If Contractor should interrupt or cause damage to any public utility he shall be held responsible or accountable for such interruption or damages and the full cost of repairing and restoring the same. The Contractor shall be responsible for overseeing and receiving all claims as stated in Section 6.22.2.

#### **PRIVATE UTILITIES**

With respect to cable television, telephone and other privately-owned utilities, the Contractor shall notify such utility company of the need to relocate such utility at the private utility company's expense, the acceptable locations for the relocated utility and the necessary timetable for such relocation for the Work to proceed in accordance with the Contractor's Progress Schedule. The Contractor shall cooperate and coordinate with the private utility company to cause the relocation work for such company to occur in accordance with the Contractor's Progress Schedule. If necessary, the Contractor, himself, shall relocate the utilities. The Contractor shall be responsible for informing and reporting the list of existing private utilities in the Project area. If Contractor should interrupt or cause damage to any private utility he shall be held responsible or accountable for such interruption or damages and the full cost of repairing and restoring the same. The Contractor shall be responsible for overseeing and receiving all claims as stated in Section 6.22.3.

With respect to the relocation of telephone lines, the Contractor shall be responsible for all construction and installation work required to relocate the telephone utility lines and all related work using contractors approved by the telephone company, except for work involving splicing of fiber optic cables (which shall be performed by the telephone company). The Contractor shall be responsible for causing the telephone company to perform all work necessary to splice fiber optic cables.

The Contractor shall be responsible for obtaining reimbursement from the private utility companies for all costs, equipment rental, labor or other charges or fees incurred by the Contractor, any Subcontractor or Sub-Subcontractor and any mark-up or profit of the Contractor, any Subcontractor or Sub-Subcontractor in connection with such relocation ("relocation costs") and in no event shall such relocation costs be charged to Owner.

### **6.22.3 PUBLIC UTILITIES**

With respect to electric power, water, sewer, storm drains, and other publicly-owned utilities, the Contractor shall be solely responsible for all costs of the design, construction, installation and relocation of such utilities.

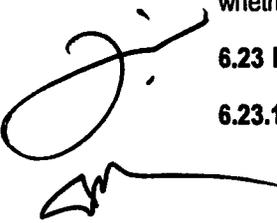
### **6.22.4 LOCATION OF RELOCATED UTILITIES**

The Contractor shall cause to be provided to Owner, any affected utility companies, all governmental agencies having jurisdiction, and any affected landowners or other lawful occupants, a survey, plot plan, legal description or other documentation providing a sufficient description to enable the recipient to accurately and precisely identify the "as-built" location of temporarily and permanently relocated utilities on the Site or other adjacent parcels of land. Such documentation of the "as-built" location of relocated utilities shall be provided whether the utilities have been relocated permanently or temporarily.

### **6.22.5 INSPECTION RIGHTS**

Owner or its agents may inspect any utility relocation work in progress on or adjacent to the Site, regardless of whether the Contractor or the affected utility company is performing the work.

### **6.23 RESPONSIBILITY FOR THOSE PERFORMING THE WORK**



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

**6.23.2** The Contractor shall be responsible to Owner for the acts and omissions of all of its employees, agents, Subcontractors, and Sub-Subcontractors (and their respective agents and employees) and all other persons performing any of the Work or supplying any materials or equipment for the Work under a contract with the Contractor. The Contractor shall rebuild, repair, restore and make good any damages to any portion of the Work before its final completion and acceptance, and shall bear the expense thereof.

### **6.24 RECORD DOCUMENTATION**

The Contractor shall keep complete and accurate field records of all changes and deviations from the Drawings and Specifications indicating the actual placement and condition of all elements of the Work as actually constructed or installed. All such deviations and changes shall be made on a regular and current basis, and shall be neatly and accurately indicated on the Drawings affected, or in the Specifications, with appropriate supplemental notes. The Contractor shall keep at the Site field office a copy of the as-built Contract Documents which shall be available at all times for use and inspection by the Contracting Officer and Owner's Representative. At the conclusion of the Work, the Contractor shall prepare as-built "Record Drawings" on a set of Drawings, and shall deliver the final as-built Record Drawings and other Record Documentation to Owner's Representative for approval before, and as a condition precedent to, Final Payment.

### **6.25 DESIGN SERVICES AND RESPONSIBILITIES**

#### **6.25.1 General**

When applicable law requires that services be performed by licensed professionals, the Contractor shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions. OWNER understands and agrees that the services performed by the Contractor's Architect and the Contractor's other design professionals and consultants are undertaken and performed in the sole interest of and for the exclusive benefit of the Contractor.

The agreements between the Contractor and Architect or other design professionals identified in the Agreement, and in any subsequent Modifications, shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to OWNER upon OWNER's written request.

The Contractor shall be responsible to OWNER for acts and omissions of the Contractor's employees, Architect, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Contractor's obligations under the Contract Documents.

The Contractor shall carefully study and compare the Contract Documents, materials and other information provided by OWNER pursuant to Article 3.5, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to OWNER or OWNER's Representative any errors, inconsistencies or omissions discovered.

The Contractor shall provide to OWNER for OWNER's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Construction Documents. Deviations, if any, from the Construction Documents shall be disclosed in writing.

Upon OWNER's written approval of the design documents submitted by the Contractor, the Contractor shall provide construction documents for review and written approval by OWNER. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Construction Documents shall be disclosed in writing. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- .1 be consistent with the approved design documents;
- .2 provide information for the use of those in the building trades; and
- .3 include documents customarily required for regulatory agency approvals.

The Contractor shall meet with OWNER or OWNER's Representative periodically to review progress of the design and construction documents.

Upon OWNER's written approval of construction documents, the Contractor, with the assistance of OWNER, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

The following paragraphs will be added as follows:

**9.2.3 Time Impact Analysis for , Delays, and Contractor Requests:**

9.2.3.1 When a Change Notice is issued by the OWNER to the Contractor indicating a modification in the Contract Documents, and delays are experienced, or the Contractor desires to revise the Project Schedule, the Contractor shall submit to the OWNER's Representative a written Time Impact Analysis illustrating the influence of each modification, delay, or Contractor request on the Contract Time. The preparation of Time Impact Analysis is considered part of the construction process and will be performed at no additional cost to OWNER. Each Time Impact Analysis shall include a Fragmentary Network (Network analysis) demonstrating how the Contractor proposes to incorporate the modification, delay or Contractor request into the Project Schedule. The Time Impact Analysis shall demonstrate the time impact based on the date the modification is given to the Contractor or the date the delay occurred; the status of construction at that point in time; and the event time computation of all affected activities. The event times used in the Time Impact Analysis shall be those included in the latest Project Schedule Update or as adjusted by mutual agreement.

9.2.3.2 Activity delays shall not automatically mean that an adjustment of the Contract Time will be warranted or due the Contractor. It is possible that a modification or delay will not affect existing critical activities or cause non-critical activities to become critical. A modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the Network, thereby not causing any effect on the Contract time.

9.2.3.3 Float is not for the exclusive use or benefit of either OWNER or the Contractor. Extension of the Contract time will be considered in the review/evaluation process only to the extent the equitable time adjustments to the activity or activities affected by the modification or delay, exceed the total float of an activity; and force the activity onto the critical path; and extend the contract time set forth in Contract Conditions.

9.2.3.4 Four (4) copies of each Time Impact Analysis shall be submitted as follows:

9.2.3.4.1 Along with the proposal for any requested change.

9.2.3.4.2 Within seven (7) calendar days after receipt of a written modification under Contract Conditions.

9.2.3.4.3 Within seven (7) calendar days after the furnishing of a written notice by OWNER's Representative as set forth under Contract Conditions.

9.2.3.4.4 Within seven (7) calendar days from the beginning of a delay from unforeseeable causes as set forth in Contract Conditions.

9.2.3.5 In cases where the Contractor does not submit a Time Impact Analysis within the time stated above, it is mutually agreed that the particular modification, delay or the Contractor request does not require an extension of the Contract Time.

9.2.3.6 Approval or rejection of each Time Impact Analysis by OWNER's Representative shall be made after receipt of each Time Impact Analysis, unless subsequent meetings and negotiations are necessary. Upon approval, a copy of the Time Impact Analysis signed by OWNER shall be returned to the Contractor, and incorporated into the Project Schedule at the next monthly Schedule Update.

9.2.3.7 Time Impact Analysis related to an extension of the Contract time and/or change modification work shall be incorporated into and attached to the applicable Change Order.

#### 9.3.4 TYPES OF DELAY EVENTS

9.3.4.1 "Delay Event" means any of the following acts, omissions, events or conditions which delays completion of the Work or prevents performance of the Contractor's obligations under the Contract for an unreasonable period of time, and which could not be prevented by the Contractor even though the Contractor were to take all appropriate care to avoid or diminish the adverse consequences of the Delay Event:

- .1 Fire or explosion;
- .2 Act of war, civil disorder, riot or similar occurrence;
- .3 Order, legislation, judgment, or other official action, of any governmental body, agency or official (other than OWNER) having jurisdiction over the Project;
- .4 Any act or omission of OWNER or OWNER's Representative, such as a temporary stoppage or suspension of Work, not resulting from the act or omission of the Contractor, any Subcontractor or Sub-Subcontractor or any other person or entity for whom the Contractor is responsible;
- .5 Excess Weather Delay Days for which the Contractor is entitled to an extension of the Contract Time pursuant to Subsection 9.3.4.2; or

- .6 Strikes or work shutdowns caused by labor disputes and lockouts (other than lockouts caused by the Contractor, Subcontractors or Sub-Subcontractors), subject to the provisions of Subsection 9.3.4.3.

The financial difficulties of the Contractor (or any Subcontractor, Sub-Subcontractor, supplier or other party for whom the Contractor is responsible) or the consequences thereof, shall not constitute a Delay Event.

**9.3.4.2 Weather Delay Days**

In order to assist in managing issues relating to the Contractor's entitlement to adjustments of the Contract Time resulting from unusually severe weather conditions (including, without limitation, hurricanes), the Contractor shall include in its Progress Schedule, for each calendar month during the Contract Time, the same number of Weather Delay Days as are set forth, for each calendar month, in **Table 9.1**, below ("Scheduled Weather Delay Days").

**Table 9.1**

January	February	March	April	May	June
1	0	0	1	2	1
July	August	September	October	November	December
1	2	2	2	2	2

As is more particularly described below, the Contractor shall be entitled to seek a non-compensable extension of the Contract Time on account of the occurrence of Weather Delay Days only if the number of Weather Delay Days experienced by the Contractor exceeds the number of Scheduled Weather Delay Days. The specific requirements and procedures for administering, calculating and determining Weather Delay Days and the Contractor's entitlement to an extension of the Contract Time on account thereof are as follows:

- .1 **Notice from the Contractor.** If the Contractor believes that a Weather Delay Day has occurred, the Contractor shall provide to OWNER's Representative with a written notice no later than five (5) Work Days following the occurrence of each claimed Weather Delay Day. The notice shall (a) describe the weather event, (b) set forth the number of Weather Delay Days claimed, and (c) include sufficient documentation to establish that, on each claimed Weather Delay Day, the weather or conditions resulting therefrom prevented the Contractor from engaging at least seventy-five percent (75%) of the labor force and equipment that was scheduled (under the current Progress Schedule and Work Plan Schedule) for engagement on Critical Path Activities for at least fifty percent (50%) of that Work Day. The Contractor shall also furnish such other supporting documentation as OWNER's Representative or the Contracting Officer may request, including an Updated Progress Schedule or schedule impact (fragnet) analysis worksheet. The submission of such written notice within the specified time period shall be a condition precedent to any extension of the Contract Time.
- .2 **Monthly Determination.** Based upon information provided to OWNER's Representative under Clause ".1", the Contracting Officer shall make a monthly determination as to the number of Weather Delay Days during the preceding calendar month, and shall furnish to the Contractor a written monthly statement stating the number of Weather Delay Days that the Contracting Officer shall have initially determined to have occurred during that calendar month.
- .3 **Resolution of Disagreements.** If the Contractor disagrees with the Contracting Officer's initial determination of Weather Delay Days set forth in such a monthly statement, the Contractor may pursue, in negotiations with OWNER, a resolution of the issue during the thirty (30) Day period

following the furnishing to the Contractor of the Contracting Officer's monthly statement. If no agreement is reached on the issue by the expiration of such thirty (30) Day period, the Contracting Officer's initial determination of Weather Delay Days as set forth in his monthly statement shall, automatically and without further action by the Contracting Officer or the Contractor (effective on the Day after expiration of such thirty (30) Day period), become a Claim Determination, and shall be final and binding upon OWNER and the Contractor unless, not later than thirty (30) Days after the effective date of such Claim Determination, the Contractor files with OWNER's Representative a written notice disputing the Claim Determination and informing OWNER of the Contractor's intention to seek judicial resolution of the issue.

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- .4 *Extensions of the Contract Time on Account of Weather Delay Days for the First Year.* With respect to the period from the date of issuance of the Notice to Proceed through the end of the twelfth full calendar month thereafter, the Contracting Officer shall determine the total number of Weather Delay Days that have occurred during that period as of the anniversary of the date of issuance of the Notice to Proceed (or if the Notice to Proceed was issued on a date other than the first Day of any calendar month, on the anniversary of the first Day of the calendar month next following the date of issuance of the Notice to Proceed). The Contracting Officer's annual determination shall be based upon those monthly determinations made by the Contracting Officer pursuant to Clause .2, above, which have become final and binding upon OWNER and the Contractor and any negotiated resolutions of monthly determinations achieved under Clause .3, above (collectively, "included calendar months"). If the number of Weather Delay Days determined to have occurred by the Contracting Officer during the included calendar months during such period exceeds the Scheduled Weather Delay Days for the included calendar months, then the Contractor shall be granted an extension of the Contract Time equal in duration to the difference between (a) the actual Weather Delay Days experienced during the included calendar months and (b) the Scheduled Weather Delay Days during the included calendar months, with the result multiplied by 1.46 and rounded to the nearest integer. A Change Order reflecting such time extension will be furnished to the Contractor within a reasonable period of time after such annual determination. Such Change Order shall provide for a retroactive adjustment of the Progress Schedule, allowing the Contractor to take into account Weather Delay Days (for which the Contractor is entitled to an extension of the Contract Time) on the Days when such Weather Delay Days, in fact, occurred. If the number of Weather Delay Days determined to have occurred by the Contracting Officer during the included calendar months during such period is less than the Scheduled Delay Days for the included calendar months, OWNER shall be entitled to deposit into the Delay Bank that number of Days equal to the difference between (y) the actual Weather Delay Days experienced during the included calendar months and (z) the Scheduled Weather Delay Days during the included calendar months, with the result multiplied by 1.46 and rounded to the nearest integer. Any months as to which the Contractor shall have filed with OWNER's Representative a written notice disputing a Claim Determination shall be excluded from the Contracting Officer's annual determination, and, when the determination of Weather Delay Days for such months is resolved, an appropriate adjustment of the Contract Time or of the Delay Bank shall be made.
- .5 *Annual Determination in Later Years.* For each subsequent annual period, the Contracting Officer shall make an annual determination identical to that set forth in Clause .4, except that if the number of Weather Delay Days determined to have occurred exceeds the corresponding Scheduled Weather Delay Days, the Contractor shall be granted an extension of the Contract Time equal in duration to the difference between (a) the actual Weather Delay Days experienced and (b) the sum of the Scheduled Weather Delay Days plus the number of Days in the Delay Bank, with the result multiplied by 1.46 and rounded to the nearest integer.
- .6 *Partial periods.* With respect to any partial years or partial calendar months pro rata calculations shall be made in making the foregoing determinations.

### 9.3.4.3 Strikes

No strike or work shutdown caused by a labor dispute shall be considered to be a Delay Event if:

1. ~~It is found by a court of competent jurisdiction or by the National Labor Relations Board that such strike or work shutdown was principally caused by the Contractor's breach of its collective bargaining agreement, or by the Contractor's refusal to negotiate or bargain in good faith; or~~
2. Such strike or work shutdown was fomented or perpetrated by the Contractor for the purpose of interfering with, delaying or influencing a decision about the Contractor's performance under the Contract.

### 9.3.5 Notice and Procedures as to Delay Events

9.3.5.1 Initial Notice. The Contractor shall provide Owner's Representative with an initial written notice of any occurrence, event or condition which the Contractor claims (or intends to claim) constitutes a Delay Event, except that any such claim that a Weather Delay Day shall have occurred shall be governed by the provisions of Subsection 9.3.4.2, and not this Subsection 9.3.5.1. Such initial written notice shall be submitted and delivered to OWNER's Representative within five (5) Work Days of the commencement of such occurrence, event or condition, and shall:

1. State in detail the circumstances which form the basis of the Claim, and the current and probable future effects on the Contractor's performance; and
2. State the date of commencement of the delay and the duration or expected duration of the delay with respect to each affected portion of the Work.

The submission of such initial written notice within the time period provided above shall be a condition precedent to any extension of the Contract Time. Neither OWNER's Representative nor any other agent, consultant or employee of OWNER shall have authority to modify or waive, expressly or by implication, such condition precedent or the corresponding condition precedents set forth in Subsection 9.3.4.2 and 9.3.5.2, and any action or statement by OWNER's Representative or such other person to such effect shall not be binding upon OWNER.

9.3.5.2 Second Notice. Following submission of the initial written notice, not later than fifteen (15) Work Days of the commencement of any occurrence, event or condition which the Contractor claims (or intends to claim) constitutes a Delay Event, the Contractor shall submit to OWNER's Representative written notice of such occurrence, event or condition. This written notice shall (i) state that an extension of the Contract Time is claimed; (ii) state in detail the circumstances which form the basis of the delay; (iii) identify Work activities alleged to have been delayed; (iv) state the calendar dates on which the Work activities were delayed and are anticipated to be further delayed; (v) state the number of calendar Days by which the Contractor is requesting the Contract Time to be extended; (vi) fully complete and state the CPM analysis justifying the request, including a schedule impact (fragnet) analysis worksheet prepared in a time-scale to graphically illustrate the effect of the alleged delay on affected activities; and (vii) state the time, the date of commencement and duration or expected duration of the delay and its effect on the various portions of the Work, and such notice shall be accompanied by a Contractor Certification. OWNER shall have no obligation to act upon any such notice if the same is not accompanied by a Contractor Certification. The Contractor shall provide such supporting documentation as OWNER may require, including, where appropriate, an Updated Progress Schedule indicating all of the activities affected by the circumstances which form the basis for the Claim. The submission of such written notice within the time period provided above shall be a condition precedent to any extension of the Contract Time. Because the possible necessity for an extension of the Contract Time might materially alter the scheduling, plans and other actions of OWNER and Other Contractors and because, with sufficient opportunity, OWNER might (if it knew of the Contractor's claim) attempt to mitigate the effect of a delay for which an extension of the Contract Time was to be claimed, and only oral notice might cause disputes as to the existence or substance of such Claim, and because delayed notice seriously hinder or prevent OWNER's investigation of the pertinent facts, the giving of written notice within the time periods stated above in Subsections

9.3.4.2, 9.3.5.1 and 9.3.5.2 shall be of the essence of the Contractor's obligations, and failure of the Contractor to comply with these requirements shall be a conclusive waiver of a claim for extension of the Contract Time. It shall in all cases be presumed that no extension or further extension of the Contract Time is due unless the Contractor shall affirmatively demonstrate the Contractor's entitlement to an extension of the Contract Time under all applicable terms and conditions of the Contract Documents. To this end, the Contractor shall maintain clear and precise records supporting any claim for an extension of the Contract Time, and in the absence of such records, the foregoing presumption shall be conclusive.

9.3.5.3 Procedures for Review and Resolution. Claims for an extension of the Contract Time by reason of a Delay Event shall be reviewed and resolved subject to, and in accordance with, Clauses .3 through .6 of Subsection 11.9.2 and Subsection 11.9.3, except that Claims based upon Weather Delay Days shall be reviewed and resolved pursuant to Subsection 9.3.4.2.

### 9.3.6 Limitations on Delay Computation

Whenever the Contractor claims an extension of the Contract Time as a result of an Excusable Delay, only the unavoidable delay caused to completion of the Work as a whole shall be considered in measuring or evaluating the extent of the delay. If, for example, extra work can be (or could have been) performed along with the regular Work called for by the Contract Documents so as to reduce or eliminate a delay in the progress of the Work or some portion thereof, without causing necessary delay to such regular work, no claim for extension of the Contract Time shall be granted. An extension of the Contract Time shall be granted only for delays affecting Critical Path Activities. In any event, even though a cause of delay meets all of the above conditions, any extension shall be granted only to the extent that the effect of such cause cannot be (or could not have been) avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling, re-sequencing Work activities, and reallocating and redeploying work forces), whether before or after the occurrence of the cause of delay. If a concurrent delay occurs (*i.e.*, either a single delay resulting from two or more causes where at least one delay is the responsibility of the Contractor, or multiple delays, where at least one delay is the responsibility of the Contractor), no extension of the Contract Time shall be granted to the Contractor during the period of any such delay for which the Contractor is responsible.

No extension of the Contract Time shall be allowed unless the number of Days of extension of the Contract Time to which the Contractor would otherwise be entitled is reduced, on a Day-for-Day basis, by the number of Days, if any, then in the Delay Bank. Days in the Delay Bank so applied to reduce the duration of an extension of the Contract Time shall, upon such application, be withdrawn from the Delay Bank.

### 9.3.7 Sole Remedy

Subject only to Subsection 9.3.8, the Contractor assumes the risk of all delays of any kind or duration, whether or not within the contemplation of either OWNER or the Contractor and whether foreseeable or unforeseeable. The Contractor shall have no right to rescind, cancel or terminate the Contract except as expressly provided herein, and the Contractor shall have no cause of action under any theory of quasi-contract or *quantum meruit*, by reason of any such delay. The Contractor agrees that extensions of the Contract Time shall be the Contractor's sole and exclusive remedy against OWNER, except to the extent otherwise provided in Subsection 9.3.8, below.

### 9.3.8 Adjustment of the Contract Price as a Result of Certain Delays

If and to the extent that the Contractor establishes that all of the following have occurred:

- .1 The Contractor is entitled to an extension of the Contract Time pursuant to this Section 9.3,
- .2 The Contractor suffered Compensable Losses (as defined below) as a result of the delay, and
- .3 The Contractor could not have avoided or mitigated such Compensable Losses despite having taken all reasonable precautions, efforts and measures to avoid or reduce the amount thereof, including, without limitation, mitigating delays by re-sequencing Work activities, and reallocating

and redeploying work forces of the Contractor, Subcontractors and Sub-Subcontractors to the maximum extent practicable, then OWNER shall adjust the Contract Price by an amount equal to the Contractor's Compensable Losses, as defined herein, directly attributable to the Delay Event giving rise to the extension of the Contract Time. A Change Order effecting the adjustment to the Contract Price will be furnished to the Contractor within a reasonable period after such determination. However, no adjustment to the Contract Price shall be made under this Section for any Delay Event to the extent that performance would have been so delayed, suspended, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the Contract Documents.

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"Compensable Losses" include only the reasonable verified amounts of necessary direct costs of idle time of equipment, necessary direct costs for idle time of workers and professional and technical personnel, and necessary direct costs of moving of equipment. The Contractor shall have no claim against the Owner, and hereby releases it from any liability for extended field office overhead expenses, unless the performance of the Contractor's obligations under the Contract is delayed, as a result of any Delay Event, for a cumulative period of time exceeding 20% of contract calendar days from NTP to Substantial Completion, including the Scheduled Weather Delay Days. For purposes of the Contract, "extended field office overhead" expenses shall mean those indirect costs incurred at the Site (sometimes also referred to as general conditions costs or jobsite overhead costs) (i) which cannot reasonably be allocated to any specific work item within the Work and are necessary for the prosecution of the Work as a whole, and (ii) which increase or decrease as a function of the duration of the Contract Time. Examples of extended field office overhead items include: project manager, superintendent, temporary utilities and temporary facilities, clerical staff, office equipment and supplies and project lease trucks and automobiles, and demobilizing and remobilizing costs in lieu of the extended field office costs. The following items will not be considered allowable field office overhead expenses:

- (i) Mobile phones bills;
- (ii) Rental value for Contractor-owned equipment, depreciation, and/or Equipment Standby;
- (iii) On-site Storage Attendant;
- (iv) Messenger Services;
- (v) Equipment Maintenance;
- (vi) Small tools rental;
- (vii) Main office or outside consultants and personnel.

**No mark-up of Compensable Losses will be allowed for home office overhead or profit.**

The following paragraph will be added as follows:

#### **9.4.3 RECOVERY MEASURES**

If the project is delayed more than fifteen (15) calendar days or, if the OWNER determines that the performance of the Work has not progressed to, or reached, the level of completion required by the current Progress Schedule, OWNER shall have the right to direct the Contractor to take all the necessary measures and steps to recover any lost time and return the Work to the level of progress or completion required by the current Progress Schedule ("Recovery Measures"). In such event, the Contractor shall, within five (5) Work Days of receiving OWNER's direction to take Recovery Measures, notify OWNER's Representative in writing of the steps and measures which the Contractor proposes to take to remedy the situation, and furnish OWNER's Representative with an Updated Progress Schedule reflecting such Recovery Measures, and implement such steps promptly and without further delay. Performance of such Recovery Measures may include steps such as working six Days per week, lengthening the Work Day, double shifts, and increasing work forces and construction equipment employed on the Work. Such Recovery Measures shall continue until the progress of the Work is returned to the stage of completion required by the current Progress Schedule. OWNER's right to require Recovery Measures is solely for the purpose of ensuring

the Contractor's compliance with the Progress Schedule. If the Contractor disputes OWNER's direction to the Contractor to take Recovery Measures, the Contractor shall, nonetheless, promptly and diligently perform the Recovery Measures and shall have no right whatsoever to fail or refuse to take such Recovery Measures. If the delays giving rise to a direction from OWNER to the Contractor to take Recovery Measures are not Excusable Delays, the Contractor shall not be entitled to an extension of the Contract Time or an adjustment of the Contract Price in connection with taking Recovery Measures. The Contractor acknowledges that if any delay giving rise to a direction from OWNER to implement Recovery Measures is, in fact, an Excusable Delay, the Contractor shall be entitled to be compensated therefor under Art. 9 and 11. The Contractor's only recourse, if the Contractor disputes OWNER's order to take Recovery Measures, shall be to submit a Contractor Change Request subject to, and in accordance with, the provisions of Section 11.9. The Contractor acknowledges the critical importance of achieving completion of the Work within the Contract Time, and maintaining the progress of the Work consistently with the Progress Schedule.

#### **9.6 EARLY COMPLETION INCENTIVE**

Articles 9.6 and 9.6.1 are hereby eliminated from the Uniform General Conditions for Public Works Contracts. OWNER shall not pay the Contractor an incentive of any kind for completion of contract work before the expiration of the contract time, or at any other circumstances therefore.

The following paragraph will read as follows:

10.2.1.3.1. If required by Owner's Representative, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine which bids, if any, will be acceptable.

10.2.1.5.3. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner's Representative and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof.

The following paragraphs will be added as follows:

#### **11.6 Change Notice**

OWNER may, at any time, initiate a Change Order by causing a Change Notice to be issued to the Contractor. A Change Notice shall be the standard method employed to notify the Contractor of OWNER's intent to implement a Change Order. A Change Notice will indicate one of the following:

- .1 That the proposed Change Order involves no adjustment of the Contract Price or the Contract Time;
- .2 That the proposed Change Order involves only items for which there are changes in quantities of items for which unit prices are specified in the Contract Documents;
- .3 That the proposed Change Order involves an adjustment of the Contract Price or the Contract Time, and the Change Notice proposes the basis for adjusting the schedule or the compensation, or both; or
- .4 That the proposed Change Order may involve an adjustment in the Contract Price or the Contract Time and will require that the Contractor submit a Contractor Change Proposal in accordance with Section 11.8.

Following the issuance of a Change Notice under the provisions of Clauses .1, .2 or .3 of this Subsection 11.6, if the Contractor agrees with the Change Notice, the Contractor shall sign a copy of the Change Notice, indicating "agreed" next to its signature, and return it to OWNER's Representative within five (5) Work Days after receipt. A Change Order will then be issued pursuant to this Section 11.1, and the Contractor shall proceed with the Work indicated in the Change Order. If the Contractor disagrees with the Change Notice, the Contractor shall sign the Change Notice,

indicating "protested" next to its signature, return it to OWNER's Representative within five (5) Work Days, and follow the protest procedure set forth in Section 11.5.

Following receipt of a Change Notice under the provisions Clause .4 of this Subsection 11.6, the Contractor shall sign the Change Notice, acknowledging its receipt, and return it to OWNER's Representative within fifteen (15) Work Days, together with a Contractor Change Proposal prepared in accordance with Section 11.8.

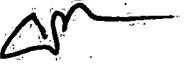
The Contractor shall not perform any Work which is the subject of a Change Notice unless and until a Change Order is executed implementing the Change Notice, or a Change Directive is issued pursuant to Section 11.7. The Contracting Officer may withdraw a Change Notice without incurring any liability to the Contractor at any time prior to the execution of a Change Order implementing such Change Notice, or the issuance of a Change Directive implementing such Change Notice.

### 11.7 CHANGE DIRECTIVES



11.7.1 A "Change Directive" is a written order issued by OWNER's Representative and signed and approved by the Contracting Officer, directing a change in the Work and stating a proposed basis for any adjustment of the Contract Price or the Contract Time, or both. OWNER may, by Change Directive, without invalidating the Contract, order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and, if applicable, the Contract Time shall be adjusted accordingly.

11.7.2 A Change Directive may be used in the absence of total agreement on the terms of a Change Order.



11.7.3 If the Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 on a unit price basis for those items of Work for which unit prices are specified in the Contract Documents;
- .3 in a manner agreed upon by OWNER and the Contractor; or
- .4 on a Force Account basis, as provided in Section 11.11.

The Contractor agrees to be bound by the mark-ups specified in Subsection 11.11.8 for any Change Order in which the Contract Price is adjusted, regardless of the method of adjustment selected, and acknowledges that such rates shall not be the subject of future negotiation.

11.7.4 The Contractor shall promptly proceed with the change in the Work described in the Change Directive, even if the Contractor and OWNER have not agreed upon any adjustment to the Contract Price or the Contract Time for such Work, and even if a Change Order shall not yet have been issued.

11.7.5 If the Contractor agrees with the Change Directive, the Contractor shall sign a copy of the Change Directive, indicating "agreed" next to its signature and return it to OWNER's Representative within five (5) Work Days after receipt. A Change Order will then be issued pursuant to Section 11.1. If the Contractor disagrees with the Change Directive, the Contractor shall sign the Change Directive, indicating "protested" next to its signature, return it to OWNER's Representative within five (5) Work Days after receipt, and follow in Section 11.5.

## 11.8 CONTRACTOR CHANGE PROPOSAL

Following issuance of a Change Notice or Change Directive for which the Contractor has been requested to submit a Contractor Change Proposal, the Contractor shall submit to OWNER's Representative a Contractor Change Proposal for performing the proposed changes in the Work within fifteen (15) Work Days after the receipt of such Change Notice or Change Directive; provided, however, that if the nature and extent of the proposed Change Notice or Change Directive requires a longer period of time for the Contractor to prepare a Contractor Change Proposal, the submission period may be extended by OWNER's Representative. The Contractor Change Proposal shall be accompanied by a Contractor Certification. The Contractor Change Proposal shall contain a detailed cost/time breakdown of any proposed adjustment to the Contract Price and, if applicable, the Contract Time attributable to such Change Notice or Change Directive, as follows:

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- .1 The cost breakdown shall include separate estimates of all costs of the proposed added (or deleted) Work for labor, materials, equipment rental, overhead and profit and Work to be performed by Subcontractors, in such detail as OWNER's Representative may require to permit a thorough analysis of such cost breakdown. To the extent that cost items, overhead amounts or profit identified in such cost breakdown are addressed in, or limited by, the provisions of Section 11.11, the cost estimates for such items, overhead amounts or profit shall not exceed the limitations on compensation specified or referred to in Section 11.11. The Contractor shall review all quotations from Subcontractors and Sub-Subcontractors in order to assure that pricing is fair and reasonable before forwarding such proposed pricing to OWNER. The Contractor shall submit to OWNER a Contractor Certification at the time of submitting its Contractor Change Request, and OWNER shall have no obligation to act upon a Contractor Change Proposal if not accompanied by a Contractor Certification.
  - .2 Any proposed adjustment of the Contract Time shall be made in accordance with Art. 9, and shall include a schedule impact analysis (fragnet) worksheet prepared in a time-scale to graphically illustrate the effect of the proposed change in the Work. The Contractor Change Proposal shall include an Updated Progress Schedule indicating any proposed adjustment of the Contract Time.

OWNER's Representative will consider the Contractor Change Proposal, and the Contractor will cooperate, as necessary, to reach an agreement at the earliest practicable date on the terms of compensation or schedule adjustment for the Change Notice or Change Directive. If and when an agreement is reached, a Change Order will be issued pursuant to this Art. 11. If a negotiated settlement of the Change Notice or the Change Directive is not reached within thirty (30) Days after the date of receipt by OWNER's Representative of the Contractor Change Proposal, the Contracting Officer will notify the Contractor, in writing, to perform the Work included in the Change Notice or Change Directive on a Force Account basis, and the Contract Price shall be adjusted in accordance with Section 11.11, below.

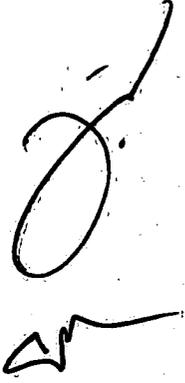
## 11.9 CHANGES REQUESTED BY THE CONTRACTOR

### 11.9.1 Contractor Change Requests

The Contractor may initiate a request for a Change in the Work by submission to OWNER's Representative of a Contractor Change Request. Except for Change Orders or Change Directives initiated pursuant to Sections 11.1, 11.2, 11.3 or Section 11.7, the Contractor shall not be entitled to any adjustment of the Contract Price or the Contract Time as a result of any statement, direction, action or failure to act by OWNER's Representative, the Contracting Officer or OWNER, the occurrence of any event or incident, or any other cause, including a change in Applicable Laws after the date of submission of the final Contractor Proposal, unless, subject to the terms of Subsection 7.6.3 of the Agreement, the Contractor shall have first submitted to Owner's Representative a Contractor Change Request, as hereinafter specified, and shall have complied with the other applicable requirements of the Contract. If the Contractor believes that it is entitled to adjust the Contract Price or the Contract Time, or otherwise modify the terms

of the Contract Documents, the Contractor must submit to OWNER's Representative a Contractor Change Request, in accordance with the time periods and procedures set forth in Subsection 11.9.2, containing, at a minimum, the information required to be included in a Contractor Change Proposal, as described in Section 11.8.

### 11.9.2 Notices, Procedures and Time Periods

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- .1 *Initial Notice.* For any proposed change to the Work initiated by the Contractor, the Contractor shall provide an initial written notice of the Contractor's intent to file a Contractor Change Request. Such initial written notice shall be provided to OWNER's Representative not later than five (5) Work Days following the occurrence of the event on which the Contractor Change Request is based, and shall contain as much information concerning the event and its effect on the Contract Price or the Contract Time as is reasonably available to the Contractor within such time period.
  - .2 *Second Notice.* The Contractor shall provide OWNER's Representative with a Contractor Change Request, denominated as such, not later than fifteen (15) Work Days following the occurrence of the action, event or cause upon which its Contractor Change Request is based, unless the Contracting Officer agrees in writing to an extension. The Contractor Change Request shall set forth the reasons for which the Contractor believes an adjustment in the Contract Price or the Contract Time is warranted, and the applicable Contract Document references supporting such Claim, the nature of the additional costs or schedule extension involved, the efforts taken and to be taken to prevent or minimize such costs or extensions, and, insofar as possible, the amount of the proposed increase in the Contract Price or extension of the Contract Time.
  - .3 *Contractor Certification.* The Contractor shall submit to OWNER's Representative a Contractor Certification at the time of submitting its Contractor Change Request and neither OWNER's Representative nor the Contracting Officer shall have any obligation to act upon a Contractor Change Request if not accompanied by a Contractor Certification.
  - .4 *Further Information.* All Contractor Change Requests presented by the Contractor shall provide sufficient detail for OWNER's Representative to understand the basis for, and amount of, the adjustment in the Contract Price or the Contract Time requested in the Contractor Change Request. The Contractor shall furnish, within ten (10) Work Days after OWNER's Representative's request in writing, such further information and details including, but not limited to, books of account, records and other documents of the Contractor and of its Subcontractors, as may be required by OWNER's Representative to determine the facts or issues of contention involved in the Contractor Change Request. The Contractor's failure to deliver such information will be sufficient cause for rejecting any Contractor Change Request, unless such time is extended in writing by OWNER.
  - .5 *Conferences.* The Contractor, if requested by OWNER's Representative, shall meet and confer with OWNER's Representative, the Contracting Officer or any other representative of OWNER involved in evaluating the Contractor Change Request to discuss the issues involved.
  - .6 *Continuation of Work.* The filing of a Contractor Change Request shall not postpone or alter in any respect the Contractor's duty to complete the Work diligently and without delay.

### 11.9.3 Review of Contractor Change Request

The Contracting Officer shall act on a Contractor Change Request within thirty (30) Work Days after all information and data requested by OWNER's Representative in connection with such Contractor Change Request have been received by OWNER's Representative. If the Contracting Officer fails or refuses to act on a Contractor Change

Request within such time, the Contractor Change Request shall be deemed to have been rejected by the Contracting Officer and shall constitute, on the last Day of the period within which the Contracting Officer was required to act upon the Contractor Change Request, the Contracting Officer's Claim Determination with respect to the Contractor Change Request. If the period within which the Contracting Officer was required to act is extended by written agreement of OWNER and the Contractor, the last Day of the period within which the Contracting Officer is required to act shall be the last Day of the period specified in such extension agreement. If the Contractor Change Request is granted, a Change Order will be issued in accordance with Section 11.1. If the Contractor Change Request is rejected, or deemed to have been rejected, in whole or in part, the deemed rejection or written rejection by the Contracting Officer shall constitute a Claim Determination, as provided in Subsection 11.5.

#### **11.9.4 Adjustments in the Contract Price**

Any adjustment in the Contract Price as a result of a Contractor Change Request, except for adjustments in the Contract Price resulting from costs incurred as a result of delay, which adjustments shall be determined in accordance with the provisions of Section 9.3.8, shall be determined in one or more of the following ways:

- .1 By mutual acceptance of a lump sum; or
- .2 By cost to be determined in a manner agreed upon by OWNER and the Contractor.

If the methods set forth above cannot be agreed upon, any adjustment of the Contract Price as a result of a Contractor Change Request shall be treated as Force Account Work, and the amount by which the Contract Price shall be adjusted shall be on a Force Account basis in accordance with Section 11.11.

The Contractor agrees to be bound by the markups at the rates specified in Subsection 11.11.8 for all indirect costs, overhead and profit, regardless of the method of adjustment selected. The Contractor shall have no claim against the OWNER for field office overhead expenses as result of a Contractor Change Request. Nevertheless, in the event that the aggregate of time extensions approved by the OWNER exceeds by more than 25 percent the Contract Time established on the Contract Documents, Contractor shall be entitled to an equitable adjustment in the Contract Price for field office overhead expenses, provided that the Contract Time extension occurred through no fault or neglect of the Contractor.

OWNER will not compensate the contractor for home office overhead expenses as result of a Contractor Change Request. Typical items for home office overhead expenses include, but are not limited to the following: home office staff salaries, accounting expenses, software licensing and computer support staff, home office equipment costs and utilities, home office storage yards, association dues, travel for home office staff.

#### **11.9.5 Adjustment of the Contract Time**

Any adjustment of the Contract Time as a result of a Contractor Change Request shall be determined in accordance with, and shall be subject to, the provisions of Subsections 9.3.6 through 9.3.7.

#### **11.9.6 Strict Compliance, Waiver or Bar**

Failure of the Contractor to comply strictly with the notice requirements, procedures and time periods set forth in this Section 11.9 shall constitute a waiver by the Contractor of any right to an adjustment of the Contract Price or the Contract Time with respect to any Contractor Change Request.

#### **11.10 TWO PART CHANGE ORDERS**

In those instances when negotiations between OWNER and the Contractor have not resolved the pricing of all items of a Change Order, but nonetheless the pricing of significant portions of the Change Order have been agreed upon by such parties, at the option of OWNER, a two-part Change Order may be issued to expedite payment to the

Contractor for Work completed. Part one of the Change Order shall be issued for those items of the Change Order as to which agreement has been reached on price, which shall include the following:

1. A detailed description of the items of the agreed-upon Change Order;
2. A specific description of the items as to which no agreement has been reached; and
3. A statement on compensation which shall read as follows: "This Change Order includes compensation in full to the Contractor and all of its Subcontractors for all direct and indirect costs, overhead, and profit attributable to the Work described herein, except for the specific unresolved elements or items listed above."

When the unresolved elements of the Change Order have been agreed upon by OWNER and Contractor, then part two of the Change Order shall be issued by OWNER.

### 11.11 FORCE ACCOUNT WORK

When Work to be performed under a Change Order is to be paid for on a Force Account basis, the labor, materials and equipment used in the performance of Force Account Work shall be subject to verification by OWNER's Representative, based upon its determination that the compensation sought by the Contractor is in compliance with the requirements of this Section 11.11. Compensation for Force Account Work will include only those items as specified below in this Section 11.11.

#### 11.11.1 Cost of Labor

11.11.1.1 *Labor Rates.* The cost of labor used in performing the Force Account Work shall not exceed prevailing standard rates paid in the San Juan area in the case of Force Account Work involving construction, installation or other activities at the Site and, for all other Force Account Work, shall not exceed prevailing standard rates paid in the area where the Force Account Work is performed, and shall include only the following:

11.11.1.2 *Actual Wages of Workers.* Wages of workers involved in performance of construction, installation or other activities at the Site, or with the Contracting Officer's written approval, at off-Site locations. The charges for construction labor shall include all classifications up to foremen, and shall include foremen only when foremen are engaged in the actual and direct performance of the Work at the Site. Labor charges for workers shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics, all of which are included in the authorized mark-ups set forth in Subsection 11.11.8.

11.11.1.3 *Supervisory Personnel.* To the extent involved directly with the Force Account Work, wages or salaries of supervisory personnel, when stationed at the Contractor's field office at the Site. Personnel engaged at factories, shops or on the road, in inspecting, testing or expediting the production or transportation of materials and equipment for use in the Work, shall be considered as stationed at the field office, but only for that portion of their time when so engaged at factories, shops or on the road.

11.11.1.4 *Benefits.* Costs paid or incurred for employee benefits (not including bonuses) such as taxes, insurance, pension contributions and other benefits required by law or collective bargaining agreements, and for personnel not covered by collective bargaining agreements, customary employee benefits (not including bonuses) such as sick leave, medical and health benefits, holidays, vacations and pensions, which are payable on account of wages and salaries included in Force Account Work under Subsections 11.11.1.2 and 11.11.1.3.

#### 11.11.2 Travel and Subsistence

The portion of travel and subsistence expenses of the Contractor or its employees, when appropriate and incurred while travelling in the discharge of their duties in connection with Force Account Work subject to OWNER's Standard Guidelines.

### 11.11.3 Materials and Equipment

The cost of materials and equipment actually used for the accomplishment of the Work will be the delivered cost to the Contractor from the supplier, except to the extent the following are applicable:

- 
- .1 If a cash or trade discount by the actual supplier is offered or available to the Contractor, it shall be credited to OWNER notwithstanding the fact that such discount may not have been taken.
  - .2 If materials or equipment are procured by any method which is not a direct purchase from, and a direct billing by, the actual supplier to the Contractor, the cost of such materials or equipment shall be deemed to be the price paid to the actual supplier as determined by OWNER's Representative. No mark-up, except for actual costs incurred in the handling of such materials or equipment, will be permitted.
  - .3 If the materials or equipment are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the price paid by the Contractor for similar materials furnished from an independent source or the current wholesale price for such materials delivered to the Site, whichever price is lower.
  - .4 If the cost of such materials or equipment is, in the opinion of OWNER's Representative excessive, then the cost of such materials or equipment shall be deemed to be the lowest current wholesale price at which such materials or equipment are available in the quantities concerned, delivered to the Site, less any discounts as provided in Clause .1 above.
  - .5 If the Contractor does not furnish satisfactory evidence of the cost of such materials or equipment from the actual supplier thereof, the cost shall then be determined in accordance with Clause .4 above.

The Contractor shall have no claims for costs and mark-ups on materials or equipment furnished by OWNER, if any.

### 11.11.4 Equipment Rental

The Contractor will be paid for the use of equipment in an amount equal to the lesser of (i) actual costs, or (ii) eighty-five percent (85%) of the rental rates listed for such equipment in the most recent and applicable publication at that time of the Rental Rate Bluebook published by Machinery Information Division of K-III Directory Corporation of San Jose, California, as adjusted for the rate adjustment factor applicable to Puerto Rico, regardless of Ownership and any rental or other agreement for the use of such equipment entered into by the Contractor. If it is necessary to use equipment not listed in the Rental Rate Bluebook, a suitable discounted rental rate for such equipment will be established by OWNER based upon similar available rate information. The Contractor shall furnish all cost data required for OWNER to establish such rental rate. If at any time, the Rental Rate Blue Book is no longer published, OWNER and the Contractor will mutually agree on the applicable rental rate to be utilized under this Subsection 11.11.4.

Operators of rented equipment will be paid as provided under Subsection 11.11.1.2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Individual pieces of equipment or tools having a new

value of Three Hundred Dollars (\$300.00) or less, whether or not consumed by use, shall be considered to be small tools included in Contract Price and no additional payment will be made therefore.

#### 11.11.5 Equipment on the Work

The rental time to be paid for equipment otherwise in use on the Work shall include only the time the equipment is in operation on the Force Account Work being performed and the time required to move the equipment to the location of the Force Account Work and return it to the original location, or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid for, however, if the equipment is used on other work at the site of the Force Account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the Force Account Work on Work other than such Force Account Work.

#### 11.11.6 Equipment not on the Work

For the use of equipment moved to the Site and used exclusively for Force Account Work, the Contractor will be paid the rental rates agreed to in Subsection 11.11.4 and for the cost of transporting the equipment from the equipment lessor's usual storage facilities to the location of the Work and back to its original location, all in accordance with the following provisions:

- .1 The original location of the equipment to be hauled to the location of the Work shall be agreed to by OWNER in advance.
- .2 Payment of the costs of loading and unloading such equipment shall be made in accordance with Subsection 11.11.1.
- .3 The cost of transporting equipment shall not exceed the applicable rates customarily applied in the San Juan area.
- .4 The rental period shall begin at the time the equipment is unloaded at the Site, shall include each working Day that the equipment is at the Site and any other Days on which the Force Account Work is performed, and shall terminate when the Work it was hired to perform is completed or at the end of the Day on which OWNER's Representative directs the Contractor to discontinue the use of such equipment. The maximum rental time to be paid per Day will not exceed eight hours unless the equipment is in operation for a longer time. The minimum rental time to be paid for the entire rental period shall not be less than eight hours. If the entire rental period to be paid for exceeds eight hours, the rental time which will be paid per Day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0.5 and over, up to and including 2	2
over 2 and up to and including 4	4
over 4 and up to and including 6	6
over 6 and up to and including 8	8

- .5 Rented equipment shall not be billed to OWNER at rates exceeding those described below:

<u>Actual Usage</u>	<u>Payment Rate Category</u>
8 hours or less	Hourly Rate

- .3 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Site.
- .4 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work involved and charges for delinquent payments.
- .5 Costs of small tools used but not consumed which remain the property of the Contractor.
- .6 Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of claims.
- .7 Anticipated lost profits or lost revenues and lost income or earnings.
- .8 Fees and costs of consultants or attorneys, whether or not in the direct employ of the Contractor, employed for services specifically related to the resolution of a claim, dispute, or other matter relating to the acceptability of the Work.
- .9 Other administrative expense, taxes, insurance, workers' compensation insurance or contingent costs of any kind.

In no event shall any of the foregoing expenses be included as costs of Force Account Work pursuant to Subsections 11.11.1 through 11.11.7, above.

The Contractor agrees to make no claim for an increase in the Contract Price or a payment or allowance of any kind based on any expense attributable to home office overhead

**11.11.8.2 Subcontractor Force Account Work Mark-up.** For adjustments in the Contract Price based upon Force Account Work performed by a Subcontractor or Sub-Subcontractor, the following amounts shall be added to the total of the payments for such Force Account Work:

- .1 An amount representing compensation to the Subcontractor or Sub-Subcontractor in full for all overhead and profit associated with such Force Account Work, not exceeding ten percent (10%) of the Subcontractor's or Sub-Subcontractor's costs, exclusive of overhead and profit, attributable to the Force Account Work; and
- .2 An amount representing compensation to the Contractor in full for all overhead and profit associated with Force Account Work performed by such Subcontractor or Sub-Subcontractor, not exceeding five percent (5%) of the payments for such Force Account Work.

The Subcontractor's or Sub-Subcontractors mark-ups for overhead and profit set forth above shall include compensation in full to the Subcontractor for all of the items and costs set forth in Clauses .1 through .10 of Subsection 11.11.8.1.

**11.11.8.3 Limit on Mark-ups.** The aggregate amount of all mark-ups for overhead and profit, for the Contractor and all Subcontractors and Sub-Subcontractors, regardless of the number of tiers of Subcontractors or Sub-Subcontractors involved or the amount of the Force Account Work, shall not exceed twenty-five percent (25%).

**11.11.8.4 Combined Changes.** When both additions and credits are involved in any single Change Order, the allowances for overhead and profit shall be computed based upon the net increase, if any.

**11.11.8.5 Insurance and Bond Mark-up.** To the amounts computed above shall be added the increased bonding and insurance costs, if any, directly attributable to the Force Account Work, representing compensation in full for the additional costs of such bonds and insurance.

One to Six Days	Daily Rate
One Week but less than one Month	Weekly Rate
One Month or more	Monthly Rate

- .6 For equipment not reasonably available in Puerto Rico, the rental period shall begin at the time the equipment leaves the rental storage facility, and shall terminate at the time the equipment is returned to the rental storage facility. For such specialty equipment, the Contractor shall provide a certificate that the most effective rate (weekly, monthly, yearly) has been obtained.
- .7 Should the Contractor request the return of the equipment to a location other than its original location, OWNER will pay the cost of transportation in accordance with the above provisions, provided that such payment shall not exceed the cost of moving the equipment to the Work from the original location.
- .8 Payment for transporting and loading and unloading equipment, as above provided, will not be made if the equipment is used on any Work in addition to Force Account Work paid for on a Force Account basis.

**11.11.7 Subcontractors**

The cost for Work under a Subcontract will be the actual cost to the Contractor for Work performed by a Subcontractor. The Contractor shall include in each Subcontract provisions corresponding to the provisions of this Section 11.11 with respect to Force Account Work performed by Subcontractors and Sub-Subcontractors and each Subcontractor or Sub-Subcontractor, shall compute its compensation for Force Account Work as set forth in Subsections 11.11.1 through 11.11.6 and its overhead and profit shall be payable in accordance with Clause .1 of Subsection 11.11.8.2.

**11.11.8 Mark-ups**

The mark-ups contained in this Subsection 11.11.8 shall apply to all Change Orders.

**11.11.8.1 Contractor Force Account Work Mark-up.** For adjustments in the Contract Price based upon Force Account Work performed by the Contractor, the Contractor shall be compensated in full for all indirect costs, overhead and profit associated with such Force Account Work, in an amount equal to the following percentages of the direct costs of such Force Account Work:

Labor	Fifteen percent (15%).
Materials and Equipment	Ten percent (10%).
Equipment Rental	Ten percent (10%).
Other	Ten percent (10%).

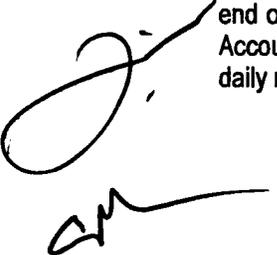
The Contractor's mark-ups for overhead and profit set forth above and in Subsection 11.11.8.2 below, shall include compensation in full to the Contractor for:

- .1 Profit.
- .2 Payroll costs and other compensation of personnel employed by the Contractor whether at the Site or in the Contractor's principal office or a branch office for management and administration or in support of the performance, management and administration of the Work, including, but not limited to, the Contractor's officers, executives, principals, general managers, construction managers, office personnel, estimators and schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, engineers, architects, timekeepers and clerks.

**11.11.8.6 Exclusion from Compensation for Force Account Work.** In no event shall the Contractor be compensated for costs due to the fault or negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, deposits lost, costs to correct defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property, or for overtime or premium pay, unless approved in advance by OWNER in writing.

**11.11.9 Records and Accounts**

Whenever the Contractor is to be compensated for Work performed on a Force Account basis, the Contractor shall maintain separate records and accounts of all costs incurred with respect to such Work, specifically identifying all such Work as Force Account Work by a distinct job order number. The Contractor shall segregate all such records and accounts so as to provide a clear distinction between Force Account Work and all other Work. No compensation shall be due or payable to the Contractor on account of Work performed on a Force Account basis unless such separate records and accounts are maintained to clearly establish the Contractor's entitlement to payment. At the end of each Work Day, the Contractor shall prepare a daily report sheet identifying all Work performed on a Force Account basis on that Day, and shall furnish such daily report sheet to OWNER's Representative, in duplicate. The daily report sheet shall identify:

- 
- .1 The nature of the Work performed and job order number.
  - .2 The name, classification, date, daily hours worked, hourly rate of pay, benefits for each laborer, foreman or other worker.
  - .3 Designation, date, daily hours, rental rate for each item of machinery and equipment employed on such Work.
  - .4 Quantities of materials used, prices and extensions, substantiated by suppliers' invoices.
  - .5 Transportation charges, substantiated by invoices.
  - .6 Insurance, bond and tax costs.

Equipment and material charges shall be substantiated by copies of supplier's invoices. Such invoices shall be submitted with the daily report sheets, or, if not yet available, shall be submitted with subsequent daily report sheets. All such daily report sheets substantiating Force Account Work shall be signed by the Contractor's Project Manager and shall be certified to be correct and complete.

OWNER's Representative will review the daily report sheets furnished by the Contractor, make any necessary adjustment. When these daily reports are agreed upon and signed by OWNER's Representative and the Contractor, they shall become the basis of payment for the Force Account Work performed, but shall not preclude adjustment based on a subsequent audit.

The Contractor's original cost records pertaining to Work paid for on a Force Account basis shall be made available for inspection or audit by representatives of OWNER.

**11.12 MINOR CHANGES IN THE WORK**

OWNER's Representative will have authority to order minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on OWNER and Contractor. The Contractor shall carry out such written orders promptly.

## **11.13 PROCEDURAL REQUIREMENTS FOR CLAIMS**

### **11.13.1 Continuing Contract Performance**

Pending final resolution of a Claim (including negotiation or litigation), the Contractor shall proceed continuously and diligently with performance of the Work, in accordance with the Contract Documents.

**11.13.1.1** The exclusive jurisdiction and venue for any legal action or proceeding arising out of, or relating to the Contract or the Work shall be the Court of First Instance of the Commonwealth of Puerto Rico, San Juan Part.

The following paragraphs will read as follows:

13.2.5.2. Failure of the Contractor to comply with any requirements of the Contract Documents. A 10% Application for Payment reduction shall be applied in the monthly breakdown for payment for failure to comply with OSHA regulations and allowing general public and general contractor or subcontractors employees to be exposed to unsafe conditions that could result in serious injuries or death.

The following paragraphs will be added as follows:

### **13.11 DECISIONS TO WITHHOLD CERTIFICATION AND PAYMENT**

If OWNER's Representative is unable to recommend payment in the amount of the Application for Payment, OWNER's Representative will so notify the Contractor. If the Contractor and OWNER's Representative cannot agree on a revised amount, OWNER's Representative will recommend to the Contracting Officer that a Certificate for Payment be issued for the amount determined to be properly due. OWNER's Representative and the Contracting Officer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued. OWNER (in addition to and without limitation of any other rights and remedies of OWNER under the Contract Documents) may withhold payment of any amounts claimed to be due by the Contractor and certified for payment, in each case to such extent as may be necessary in order to provide for retention covering the fair value of any Claims, costs, losses or damages OWNER may have against the Contractor, which amounts may include, but shall not be limited to, the fair value of any Claims, costs, losses or damages arising from:

- .1 Defective Conditions not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or otherwise for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- .5 damage to OWNER or an Other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or that interim completion dates will not be met, or that the unpaid balance of the Contract Price would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents or other default by the Contractor under, or failure of the Contractor to comply with any provisions of, the Contract Documents;
- .8 failure of the Contractor to undertake Recovery Measures;

- .9 claims for damages for delay; or
- .10 any lien or attachment not discharged as required by the Contract Documents.

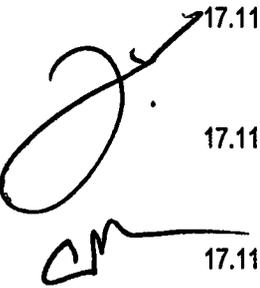
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld at the time of the next Application for Payment.

### **13.12 PAYMENT NOT ACCEPTANCE**

No Certificate for Payment, nor any Progress Payment made, nor any partial or full use or occupancy of the Work by OWNER, shall constitute an acceptance of any Work not in accordance with the Contract Documents. All Progress Payments will be subject to correction following the discovery of an error, misreported progress, misrepresentation, or unallowable cost in any previous application, with the correction amount applied to reduce the requested amount of one or more subsequent Applications for Payment until full recovery of the correction amount. The making of any Progress Payment shall not in any respect be construed as an acceptance by OWNER of the amount of Work completed, or the release of the Contractor from any of its responsibilities under the Contract.

The following paragraphs will be added as follows:

#### **17.11 Rights and Remedies**

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- 17.11.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity.
  - 17.11.2 OWNER's rights and the Contractor's obligations under this Agreement and provisions of the Contract Documents that contemplate continuing rights and obligations, respectively, shall survive expiration of the Contract Time and expiration or termination of the Contract.
  - 17.11.3 No action or failure to act by OWNER, the Contracting Officer, OWNER's Representative or the 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 thereunder, except as may be specifically agreed in writing.

#### **17.12 MAINTENANCE DURING CONSTRUCTION**

- 17.12.1 The Contractor shall maintain the Work during construction and until the Work is completed in full. This maintenance shall constitute continuous and effective work prosecuted Day by Day, with adequate equipment and forces to the end that all Work covered by the Contract is kept in satisfactory and acceptable conditions at all times.
- 17.12.2 All cost of maintenance during construction and before the Work is accepted by OWNER shall be included in the Contract Price and the Contractor will not be paid an additional amount for such work.
- 17.12.3 If the Contractor at any time fails to comply with the provisions of Section 17.12, OWNER's Representative may notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, OWNER may immediately proceed to maintain the Work, and the entire cost of this maintenance will be deducted from monies due or to become due to the Contractor under the Contract.

#### **17.13 DISSEMINATION OF INFORMATION**

Certain of OWNER's confidential or proprietary information may come into the Contractor's possession in performing the Contract. The Contractor shall hold such information and all other information that it develops or obtains from or

about OWNER or the Project in confidence, shall not use such information other than for performance of its obligations under the Contract, and shall require its employees, agents, Subcontractors and Sub-Subcontractors to be bound to OWNER by the same obligation of confidentiality. OWNER reserves the right to release all information to the public and to the media relative to the Project and the Contract. The Contractor agrees to refer (and to cause its employees, agents, Subcontractors and Sub-Subcontractors to refer) all inquiries about the Project and the Contract to OWNER.

#### 17.14 RECORDS AND AUDIT

17.14.1 The Contractor shall maintain detailed books and records consistent with all applicable requirements of the Contract Documents, sound administration practices of the design and construction of facilities similar to the Project, generally accepted accounting principles consistently applied, and all Applicable Laws, including such records as may be necessary to properly verify costs or substantiate claims for payment under the Contract. The Contractor's books and records shall include all documentation reasonably necessary or desirable for OWNER, or others having audit rights, to verify costs, pricing data, amounts of compensation and schedule adjustments. The Contractor shall keep and maintain all such books and records until six (6) years after the date of achievement of Final Completion (or such longer period as may be required by Applicable Laws), and thereafter until all pending Claims or disputes with OWNER are finally resolved.

17.14.2 OWNER, or its duly authorized representatives, shall have the right to examine and audit the Contractor's books and records, including cost or pricing data, receipts, invoices or other documents, in order to evaluate the accuracy, completeness and currency of cost or pricing data used or included by the Contractor in any Contractor Change Proposal or Contractor Change Request, or in connection with any adjustment to the Contract Price pursuant to Section 11.9.4 or 9.3.8.

In addition, to the extent required by Applicable Laws, OWNER, Puerto Rico and the Comptroller of Puerto Rico, or their duly authorized representatives, shall have the right to inspect the Work and to examine and audit the Contractor's books and records. The books and records subject to such examination and audit shall include all books, correspondence, records, cost or pricing data, receipts, invoices, or other documents necessary to evaluate the accuracy, completeness and currency of cost or pricing data used by the Contractor.

The Contractor's books and records required to be made available for examination and audit pursuant to this Subsection 17.14.2 shall be made available at the Contractor's office at the Site during normal business hours, upon five (5) Work Days' prior notice to the Contractor.

If any audit of the Contractor's books and records discloses an overcharge to OWNER, OWNER may elect to either invoice the Contractor for the Repayment Amount (as hereinafter defined) or to deduct the Repayment Amount from any subsequent payment due to the Contractor, in OWNER's full discretion. If OWNER elects to invoice the Contractor for any Repayment Amount due pursuant to the provisions of this Subsection 17.14.2, the Contractor shall pay the Repayment Amount to OWNER within fifteen (15) Days after receipt of the billing statement.

The "Repayment Amount" shall be an amount equal to the overcharge, together with interest on such amount at the Repayment Rate computed from, and including the date of, issuance of payment to the Contractor of the overcharged amount, but not including the date of repayment to, or deduction by, OWNER, as the case may be.

17.14.3 The Contractor shall insert provisions corresponding to Subsections 17.14.1 and 17.14.2 in each Subcontract, to grant OWNER and its representative's rights to examine and audit the books and records of each respective Subcontractor.

#### 17.15 RIGHTS TO RECORD DOCUMENTATION

Notwithstanding any other provisions of this Article 17, title to all Record Documentation, and title to all computer data bases developed specifically for, or in connection with the Project, shall vest with OWNER, automatically without

further action by either OWNER or the Contractor, upon the earlier of the date of achievement of Final Completion or the date of expiration or termination of the Contract.

**17.19 PREFERENTIAL PURCHASE POLICY**

In the performance of the Work, the Contractor shall use, whenever available, equipment and materials manufactured, assembled, bottled or packaged in Puerto Rico or distributed by agents established and existing in Puerto Rico, pursuant to the Preferential Policy Act for Purchases by the Government of Puerto Rico, 3 L.P.R.A. §914a *et seq.*

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a horizontal line and a small flourish.

**SECTION 01580  
PROJECT IDENTIFICATION SIGN**

**PART 1 - DESCRIPTION**

**1.1 SCOPE OF WORK**

- A. This work shall consist on furnishing, creating, maintaining and removing project identification signs in accordance with these specifications and in conformity with the design, dimensions, materials and locations shown on the plans or established by the Construction Manager.

**PART 2 - MATERIALS**

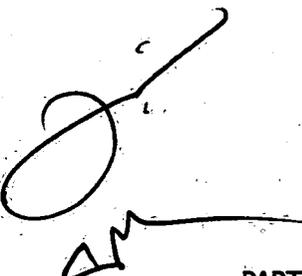
**2.1 SIGNS**

- A. Each sign and supporting frame shall be constructed of good quality lumber as follows:
1. Frame - the frame shall be dry, no. 1 grade lumber, sound, square-edge surfaced on four sides, and free of loose knots or decay. Frame shall be Douglas fir, spruce, oak, or cypress conforming to AAISHTO M 168. Lumber shall be pressure-treated with pentachlorophenol or chromated copper arsenate in conformity with the standards of the American Wood Preserves Association (AWPA).
  2. Sign Panel - the sign panes shall be:
    - a. 1/2" thickness, exterior type, high density plywood, resin -bonded, B-B grade or better as per the National Bureau of Standards, Specification PS-1 for construction of plywood. The panel shall be covered with vinyl or laminated aluminum (0.032 inch) sheet at both sides.
    - b. 1/2" thickness material equal or similar to "SYNTRA".
  3. Lettering, paint and artwork should be follows the guidance provided at the end of this specification.
  4. Bolts, nuts, washers and other hardware for erecting the sign assembly shall be aluminum or galvanized steel and shall comply with the following specification:
    - a. Bolts and Nuts - ASTM A307, galvanized ASTM A153, cadmium plated ASTM A165 Type NS. Or zinc plated ASTM 164 Type GS.
    - b. Wood Screws - 18-8 Stainless steel or brass.
    - c. Nails - Galvanized or aluminum coated.
    - d. Rough Hardware - Galvanized steel, 18-8 stainless steel, brass, or aluminum.
- B. All surfaces of the project sign and supports shall be given three coats of suitable wood-protective paint. The Contractor hereunder shall provide the services of a sign painter to letter the sign. The layout of the sign shall be as shown on the drawing at the end of this

section. At completion of the work under this contract the sign shall remain the property of AFI.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION REQUIREMENTS

- 
- A. The Contractor shall furnish and erect the number of signs indicated in the contract documents. If not so indicated, then only one sign shall be erected.
  - B. Signs shall be painted in accordance with the details on the plans.
  - C. Signs shall be erected at the locations shown in the drawings or directed by the AFI's Representative. Signs shall be placed so as not to obstruct the visibility of traffic signs.
  - D. The Contractor shall maintain the signs in good condition throughout the full construction period, repainting and repairing them as necessary.
  - E. After the construction work is completed and accepted, the Contractor shall remove the signs from the project site unless otherwise directed by the Construction Manager.

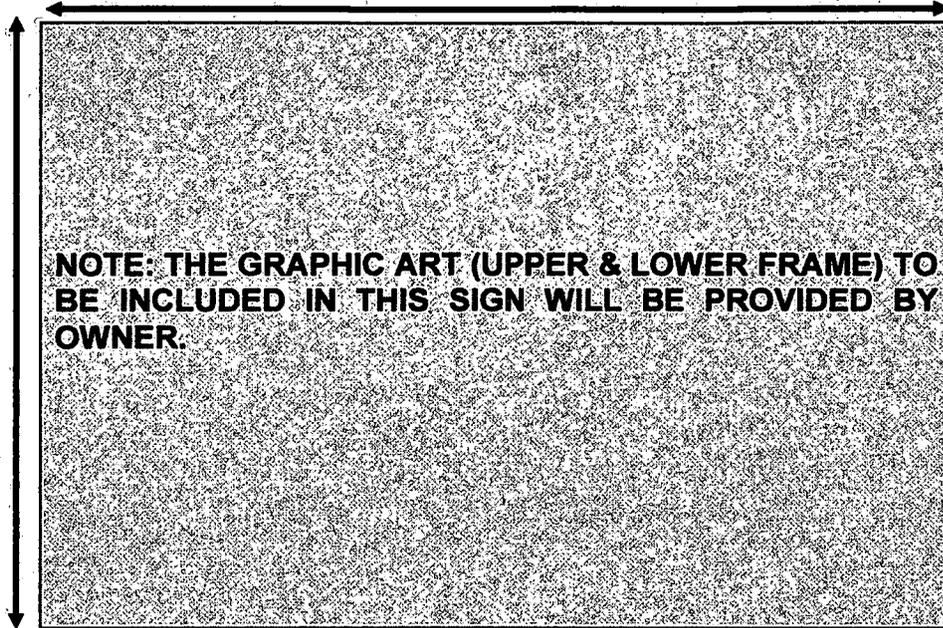
### PART 4 - METHOD OF PAYMENT

- A. The project identification signs shall be measured by the number of individual units furnished, erected and installed.
- B. The maintenance, repainting and repairing of the signs during the construction period and the removal of them after the construction work is completed will not be measured for payment but will be a subsidiary obligation under this specification.

**END OF TEXT**

**Required Project Sign**

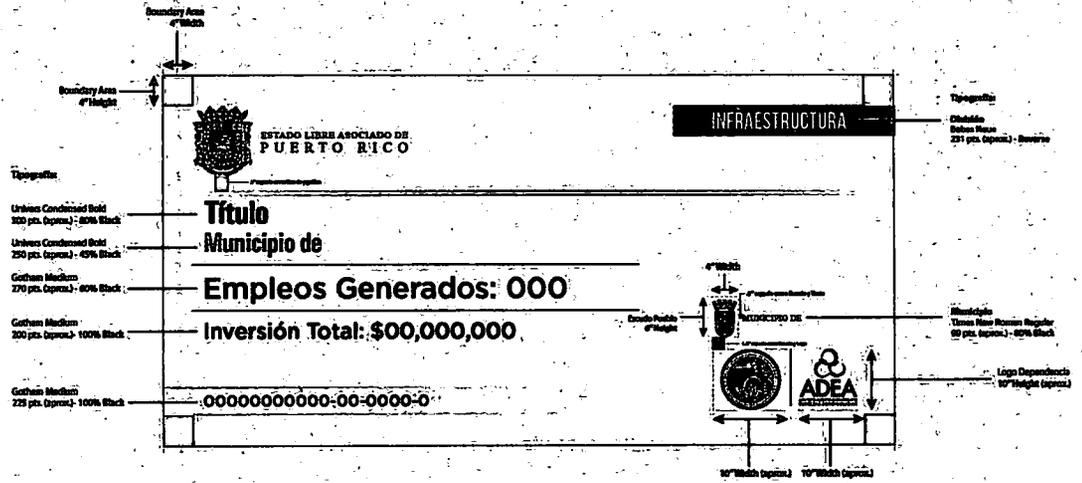
**16"**



**8'**

**NOTE: THE GRAPHIC ART (UPPER & LOWER FRAME) TO  
BE INCLUDED IN THIS SIGN WILL BE PROVIDED BY  
OWNER.**

**END OF SPECIFICATION SECTION 01580**



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ESTADO LIBRE ASOCIADO DE  
PUERTO RICO

INFRAESTRUCTURA

Título  
Municipio de

Empleos Generados: 000

Inversión Total: \$00,000,000

000000000000-00-0000-0

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Hon. Alejandro J. García Padilla  
GOBERNADOR



MUNICIPIO DE

**LAEP**  
AUTORIDAD DE EMPLEOS PÚBLICOS  
ESTADO LIBRE ASOCIADO DE PUERTO RICO  
CONSTRUYENDO A PUERTO RICO

# REQUEST FOR PROPOSALS



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

SEPTEMBER 23, 2014



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### DESCRIPTION

#### • Phase IV

- Is the second stretch of the circuit connecting El Condado to Old San Juan
- Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitollo"
- This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces
- The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### DESCRIPTION

#### • Phase III

- Consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra
- The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off
- It provides the area with several balconies and terraces distributed in two (2) levels.
- The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor.



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### DESCRIPTION

#### • Landscape Work and Maintenance

- The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue including Phase III and IV of the Project
- Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the Dos Hermanos Bridge (in front of Paseo Caribe) until the Parque del Tercer Milenio vehicular entrance.
- Proposals will include two (2) additive alternates consisting in the landscape maintenance for a period of (a) six months & (b) a period of twelve months after the Project's Substantial Completion. For Work specifications and guidelines refer to Technical Specifications, **Section 6 - Landscape Maintenance and Plant Establishment.**



# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## DESCRIPTION

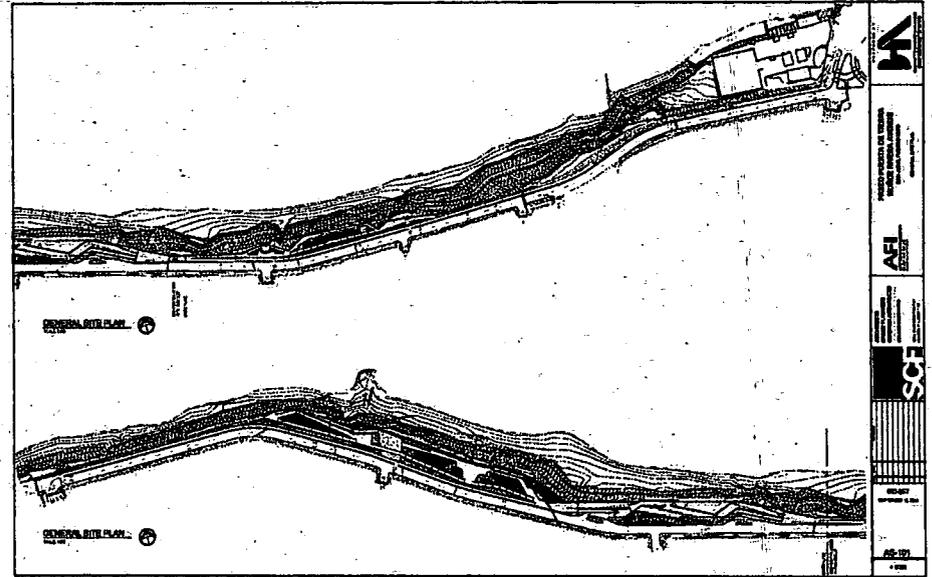
- Proposals will include two (2) additive alternates consisting of:
  - Landscape maintenance for a period of six months after Substantial Completion.
  - Landscape maintenance for a period of twelve months after Substantial Completion.
- Proposal will include three (3) allowances consisting of:
  - Remediation work at eroded area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation – July 22, 2014.
  - Phase IV.A – Includes above surface works: right of way paving, pavement marking, curbs, above ground utilities, etc.
  - Pruning of existing trees and shrubs.
- For Work specifications and guidelines refer to Technical Specifications, **Section 6 – Landscape Maintenance and Plant Establishment**

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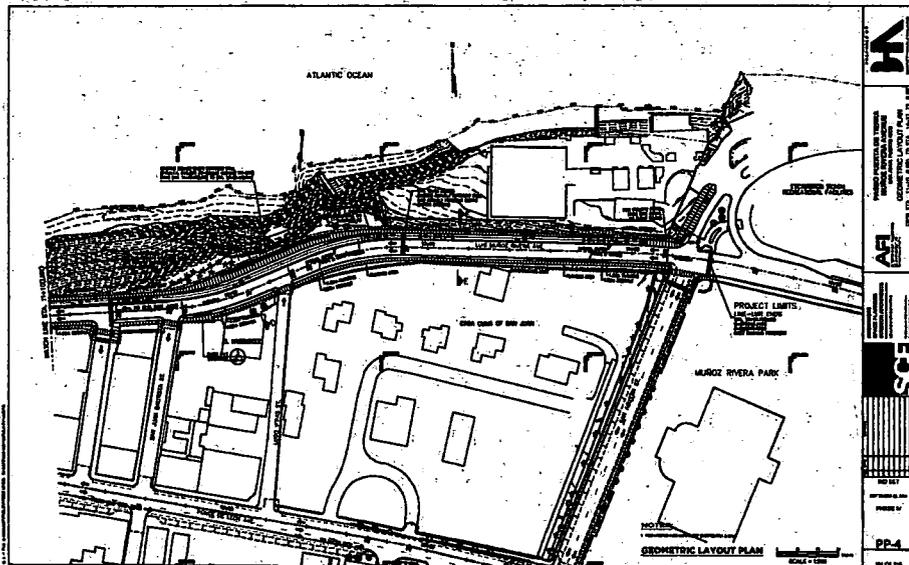
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS



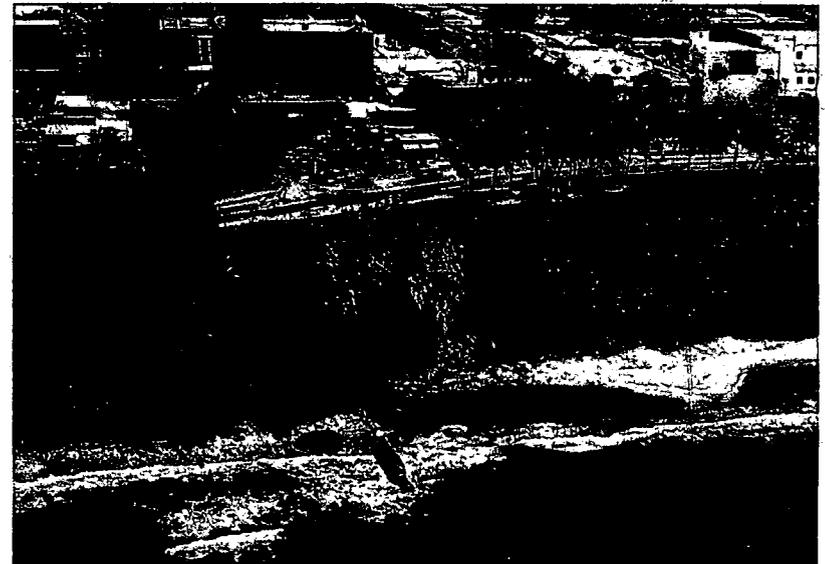
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS



# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

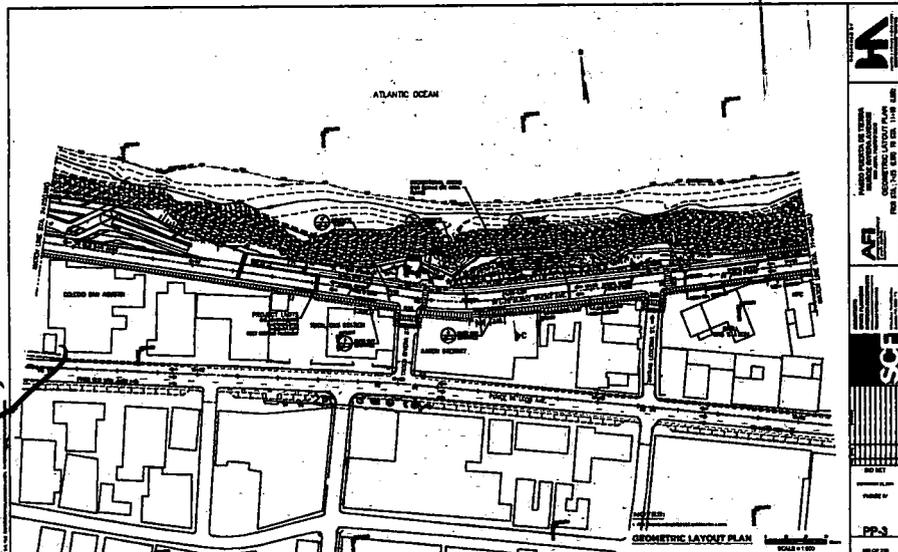
## PLANS





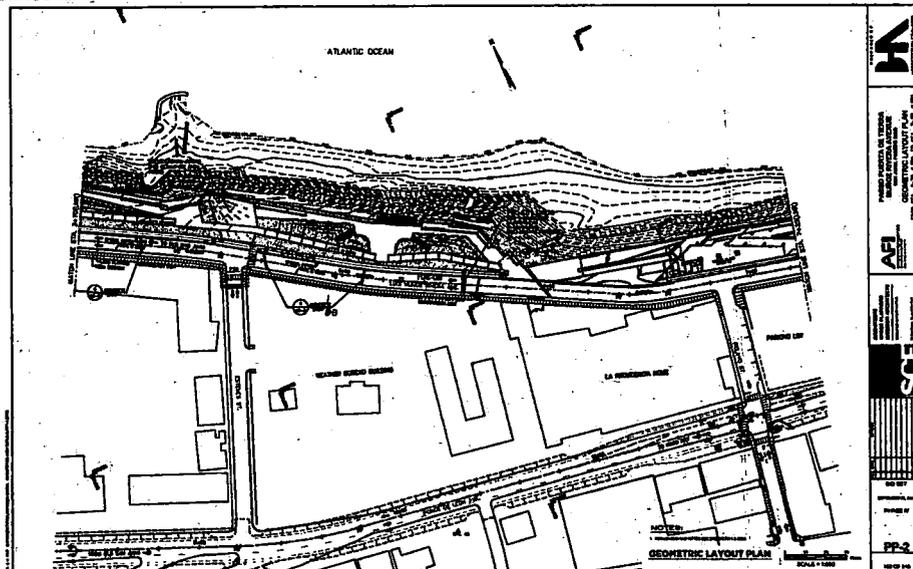
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# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



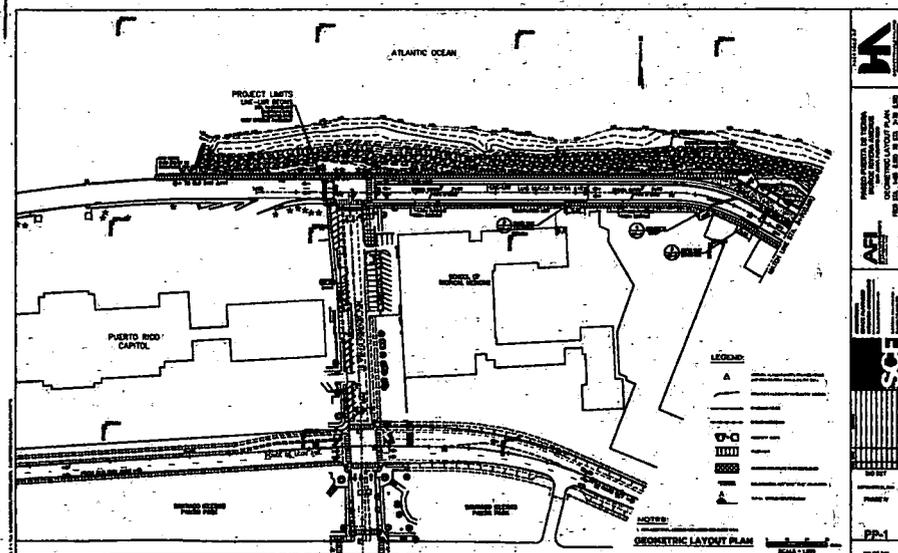
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# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



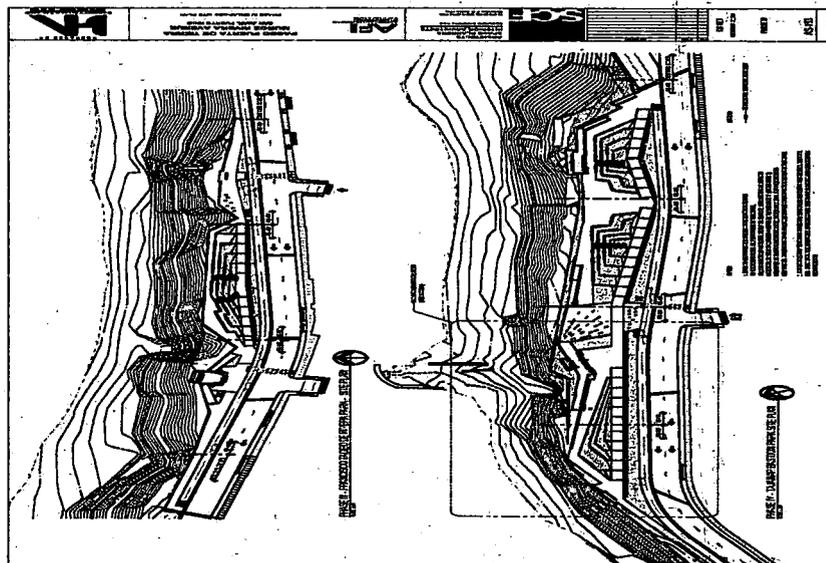
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# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



PLANS

# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV





MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS

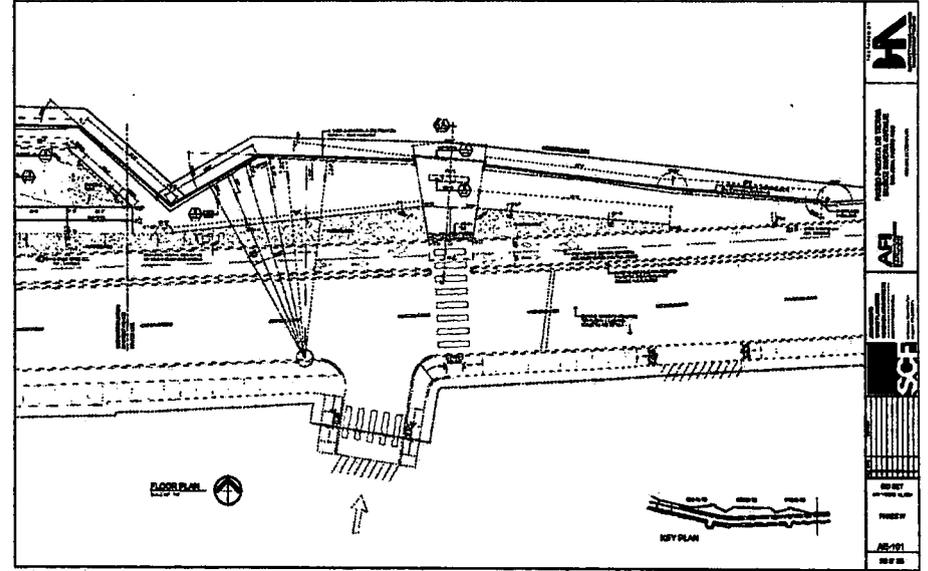


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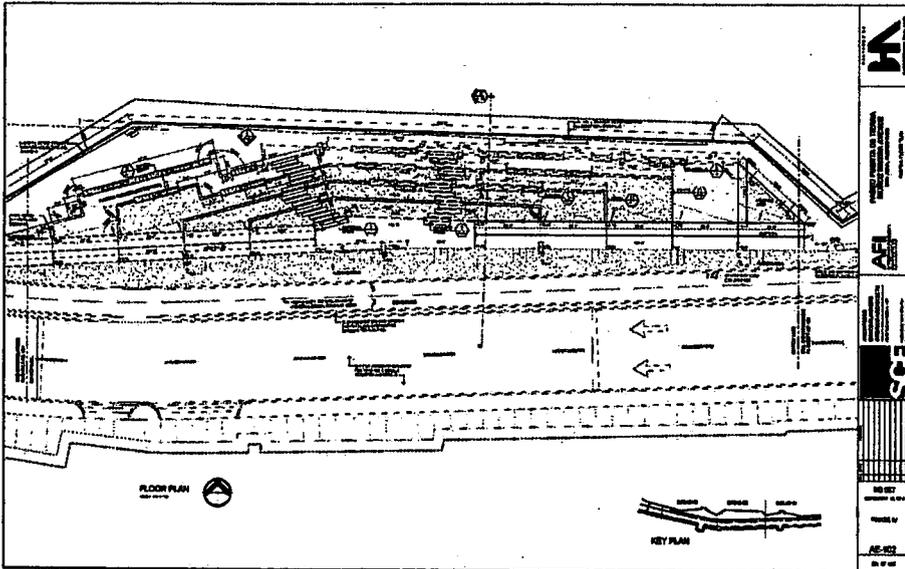
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



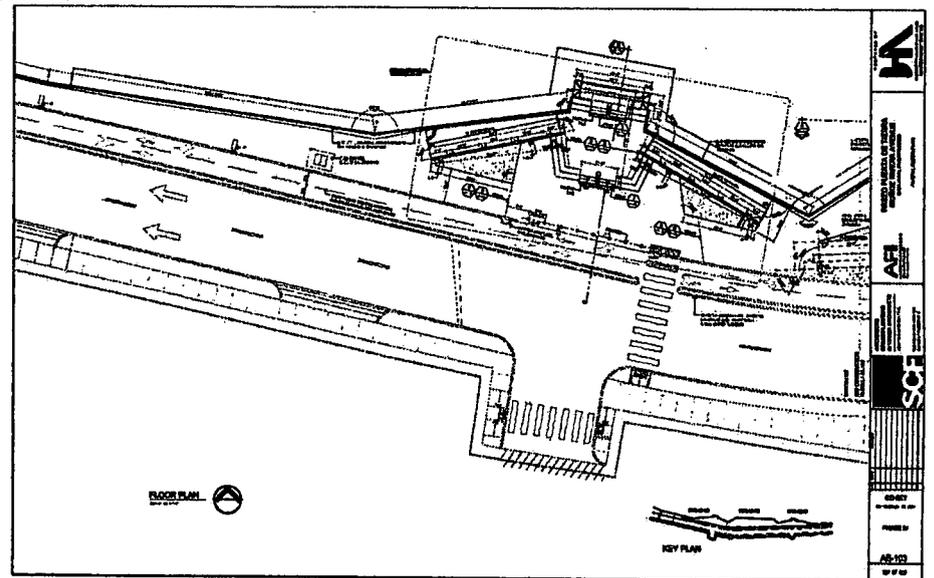
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS





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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



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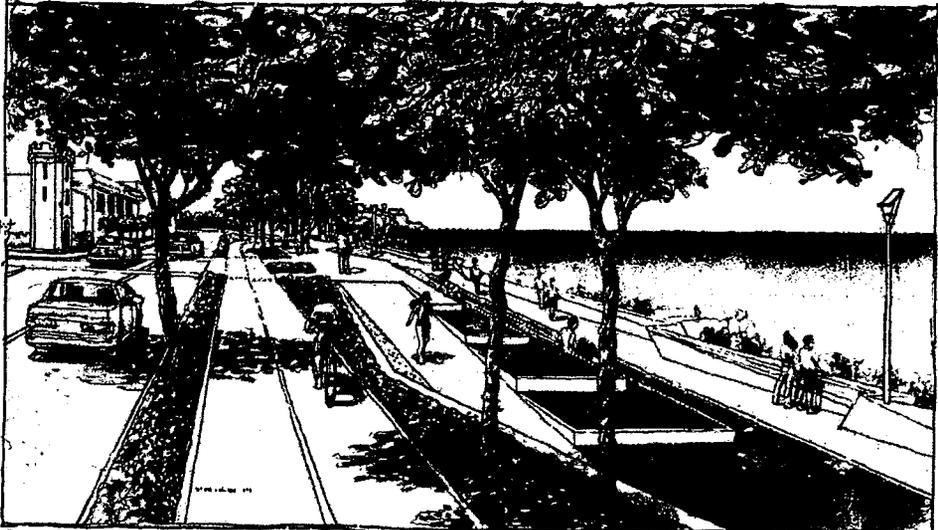
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



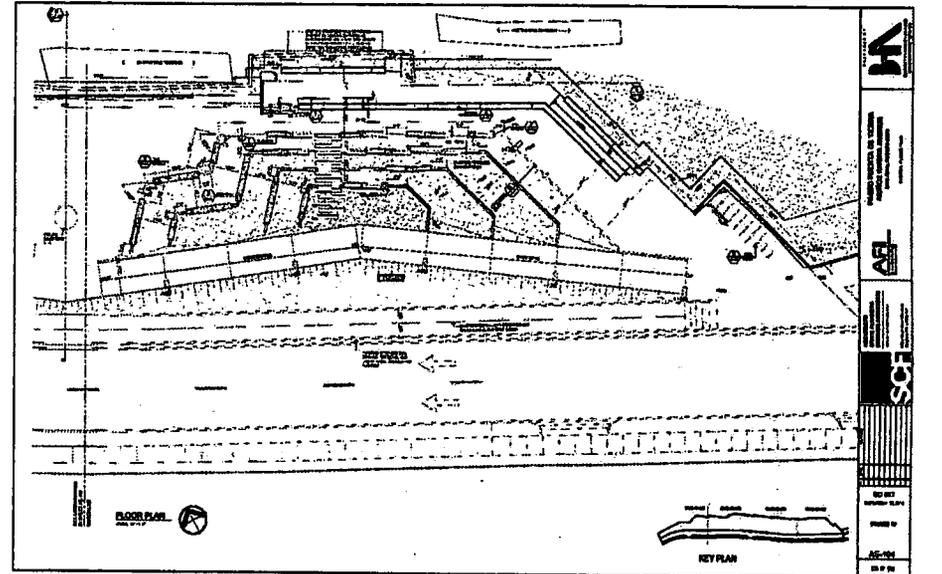
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

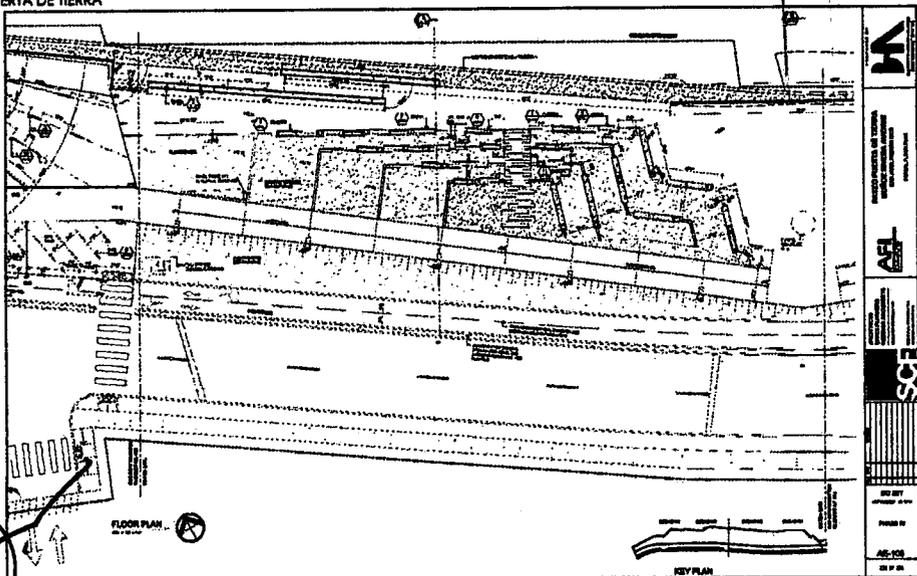




PASEO  
PUERTA DE TIERRA

PLANS

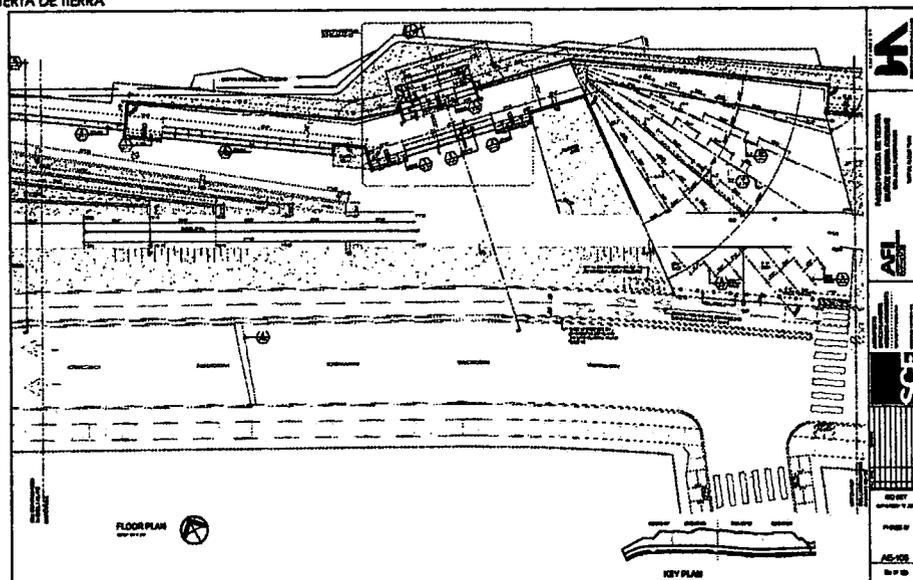
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



PASEO  
PUERTA DE TIERRA

PLANS

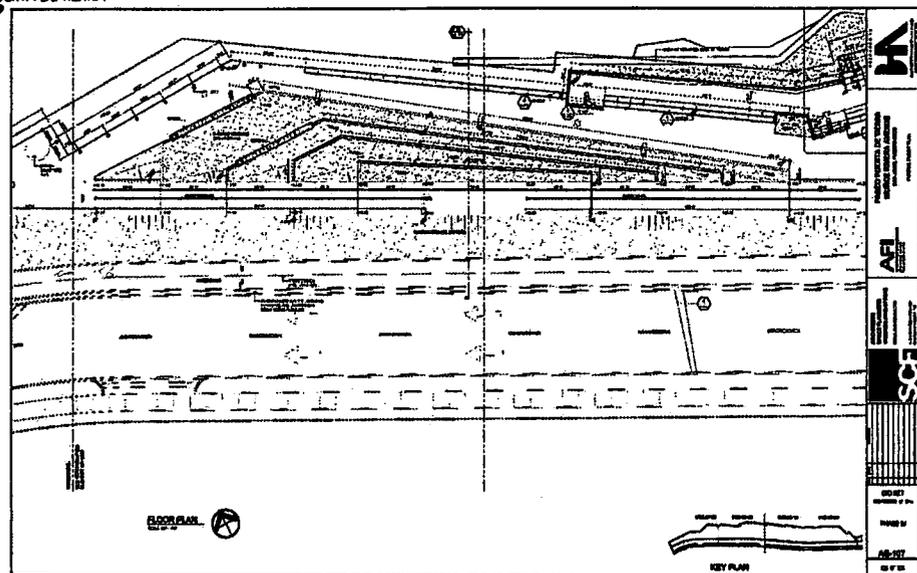
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



PASEO  
PUERTA DE TIERRA

PLANS

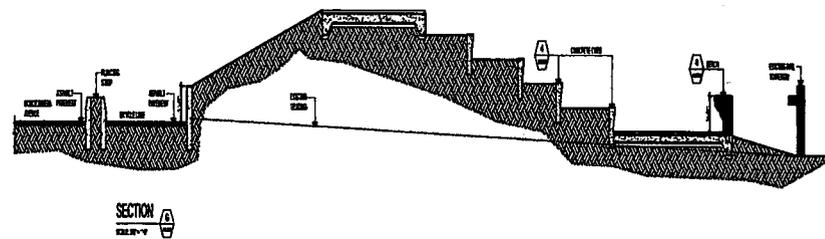
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



PASEO  
PUERTA DE TIERRA

PLANS

MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV





MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



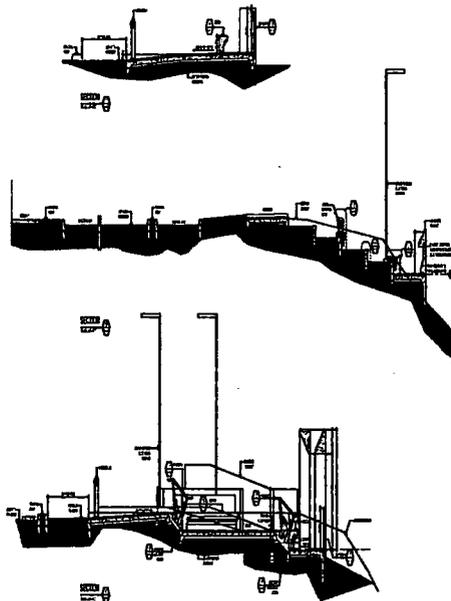
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



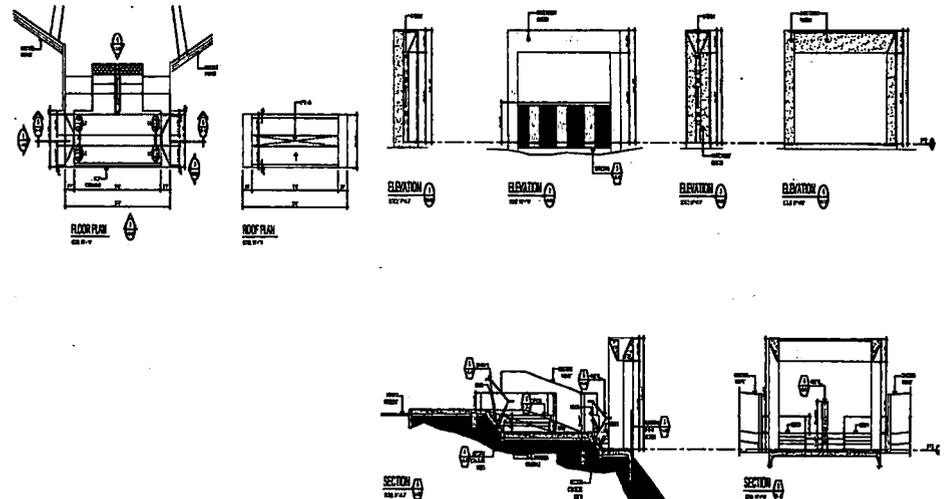
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

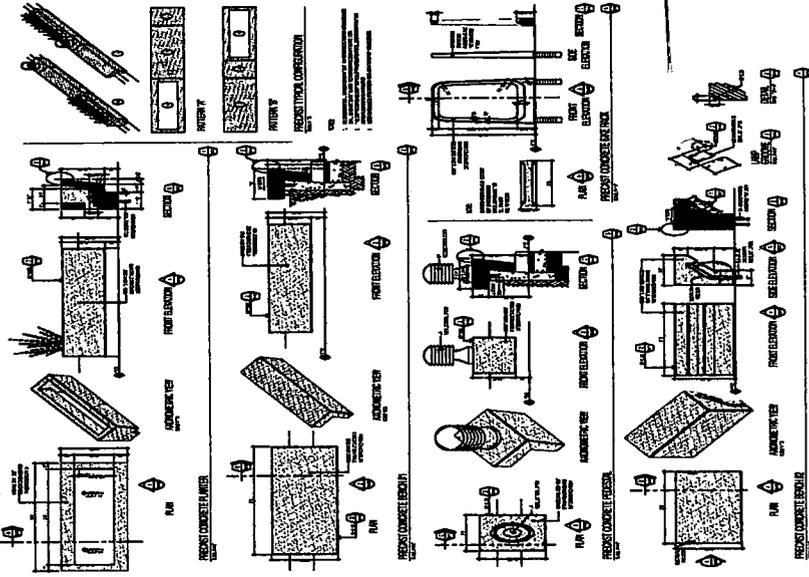
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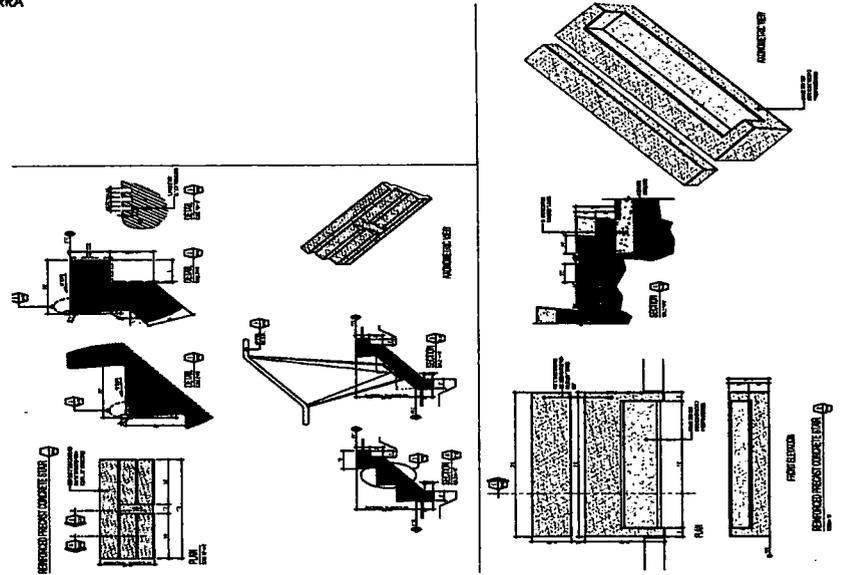
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

PLANS



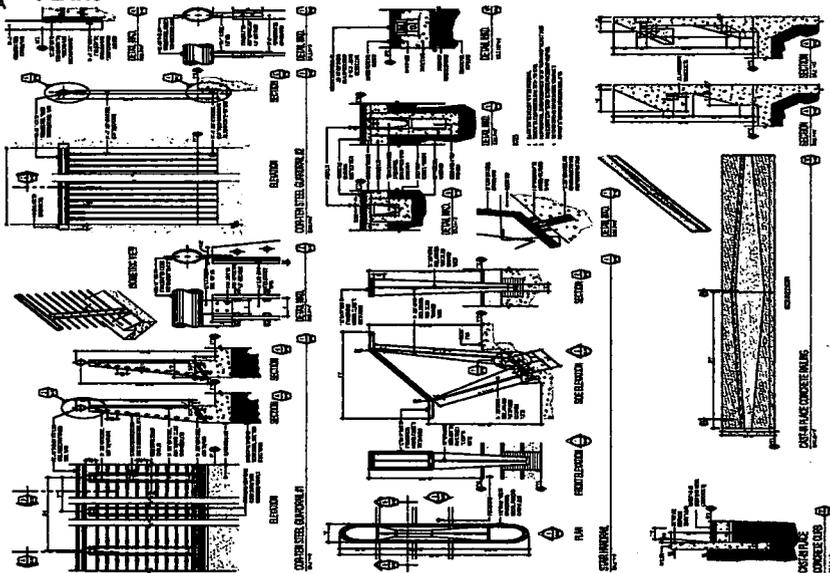
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

PLANS



# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

PLANS



# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

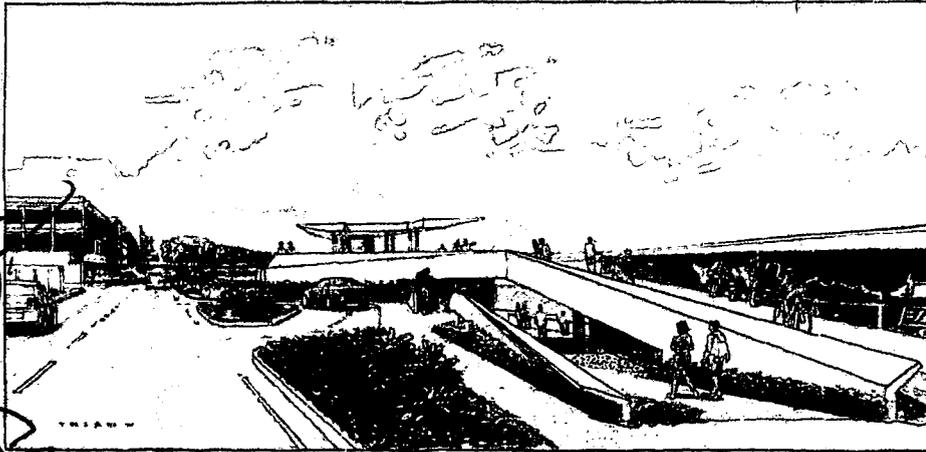
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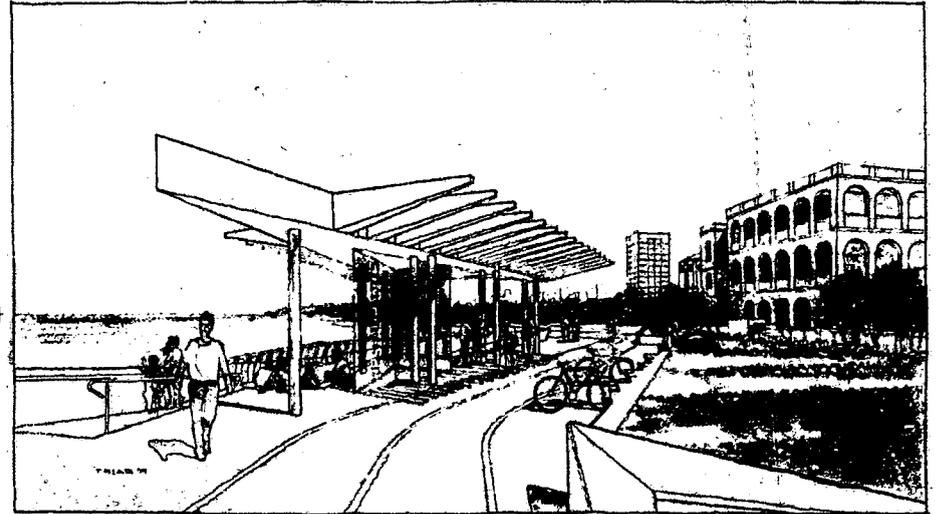
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



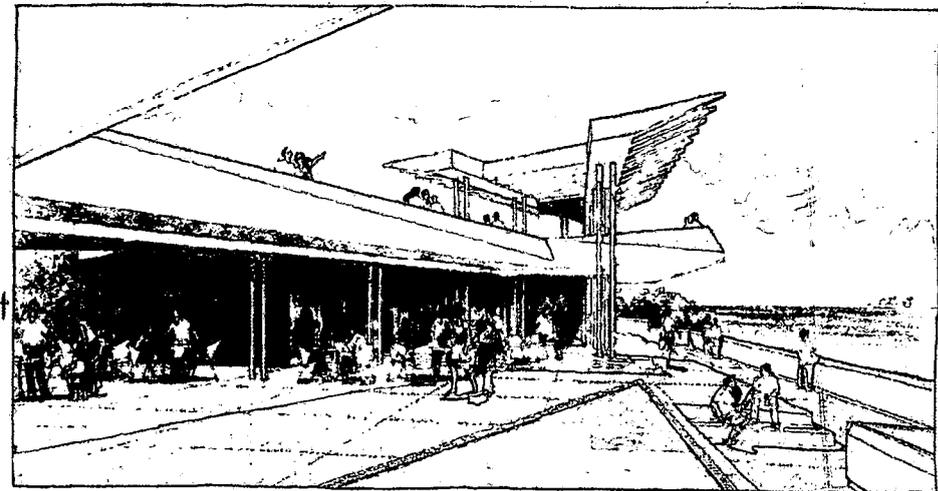
MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

PLANS



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

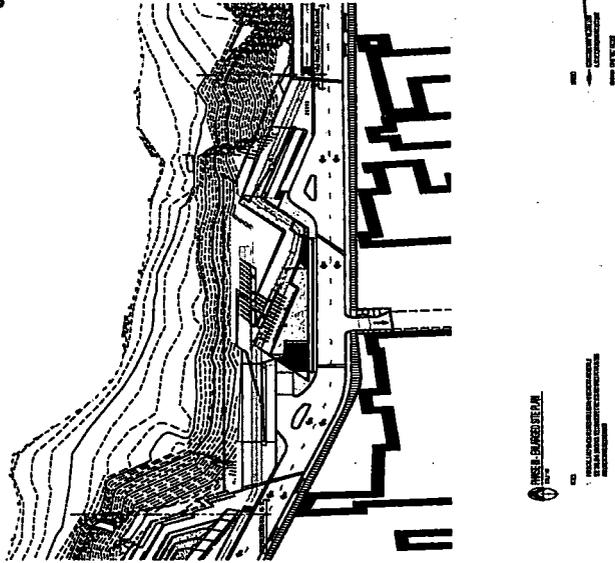
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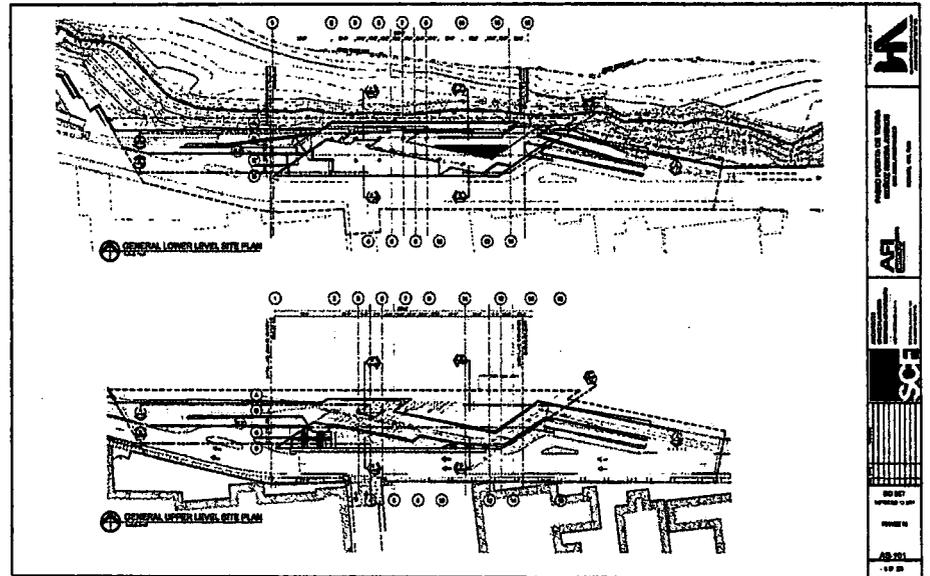
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



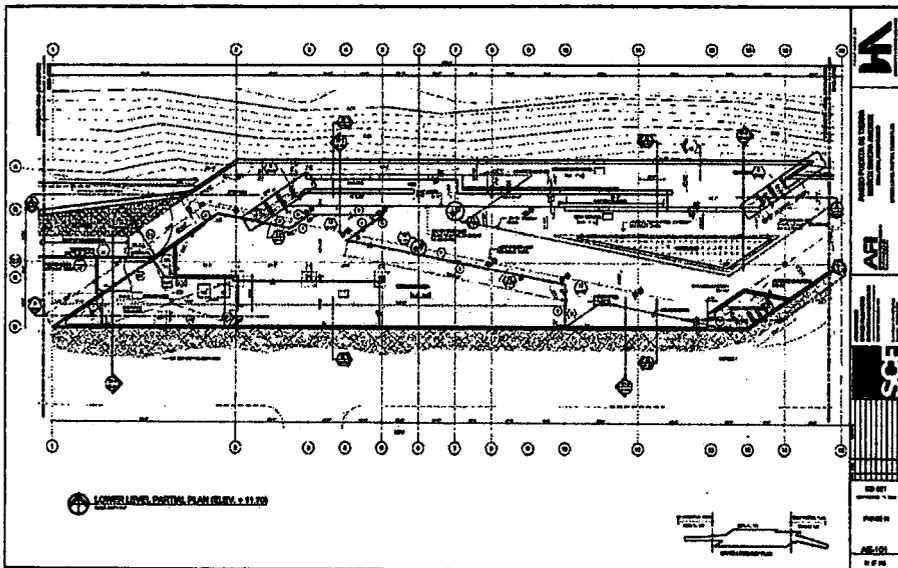
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



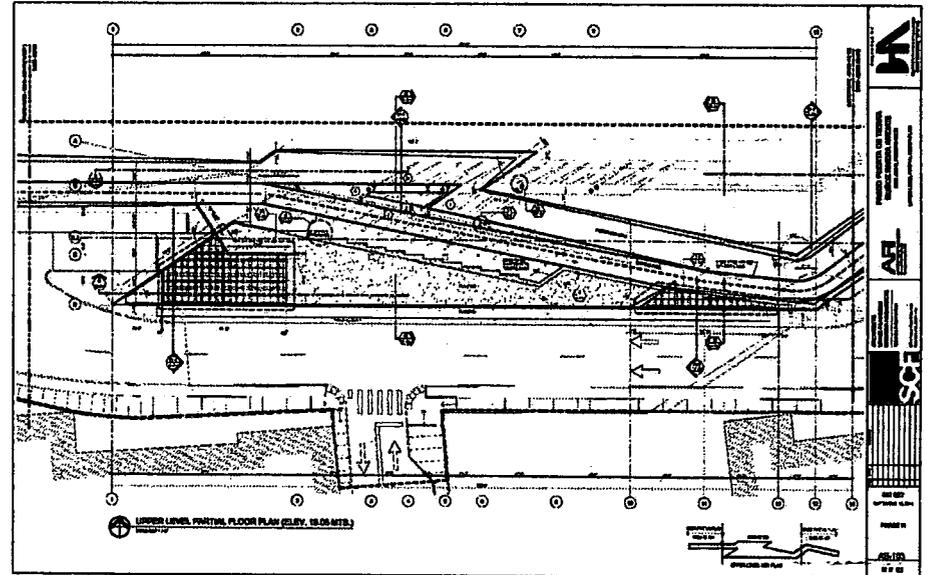
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



PLANS

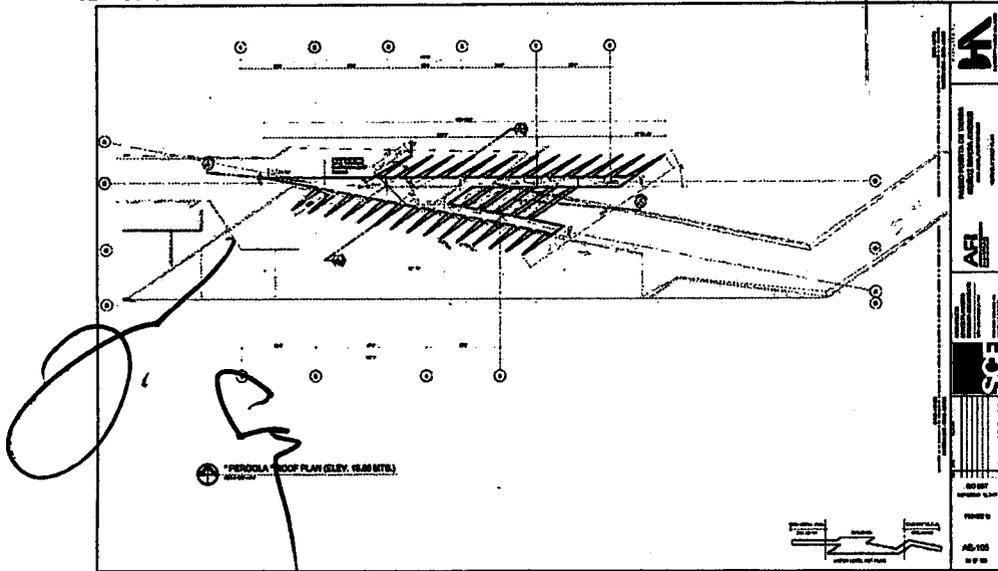
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PHASE III & PHASE IV





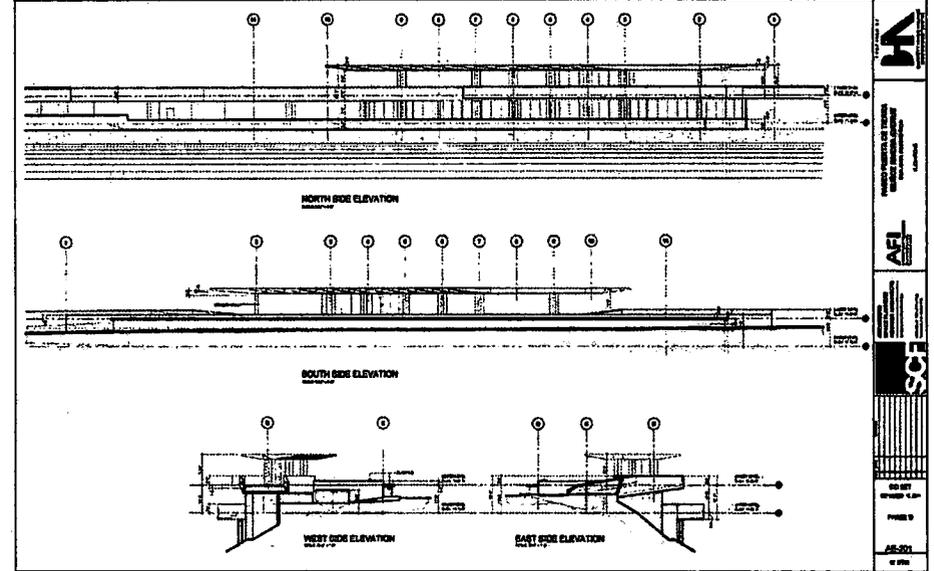
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS



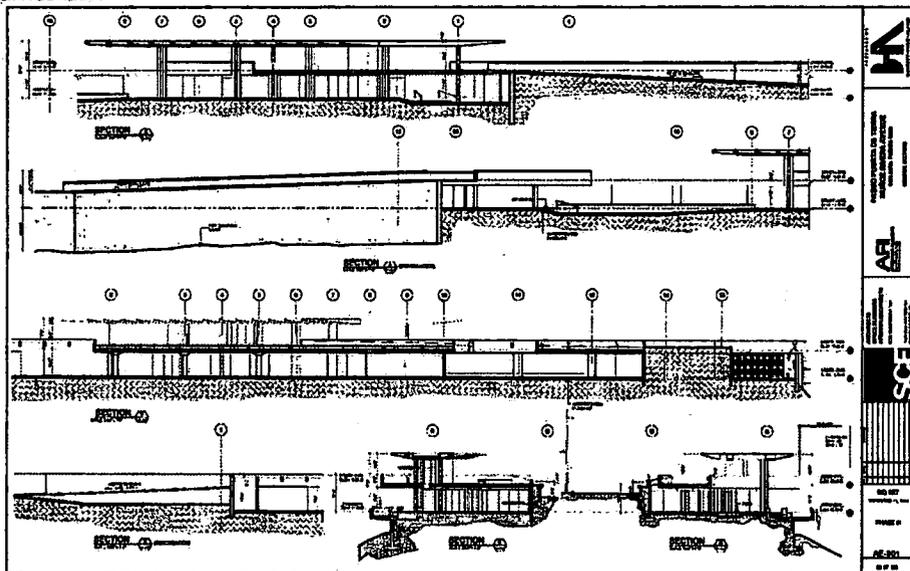
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS



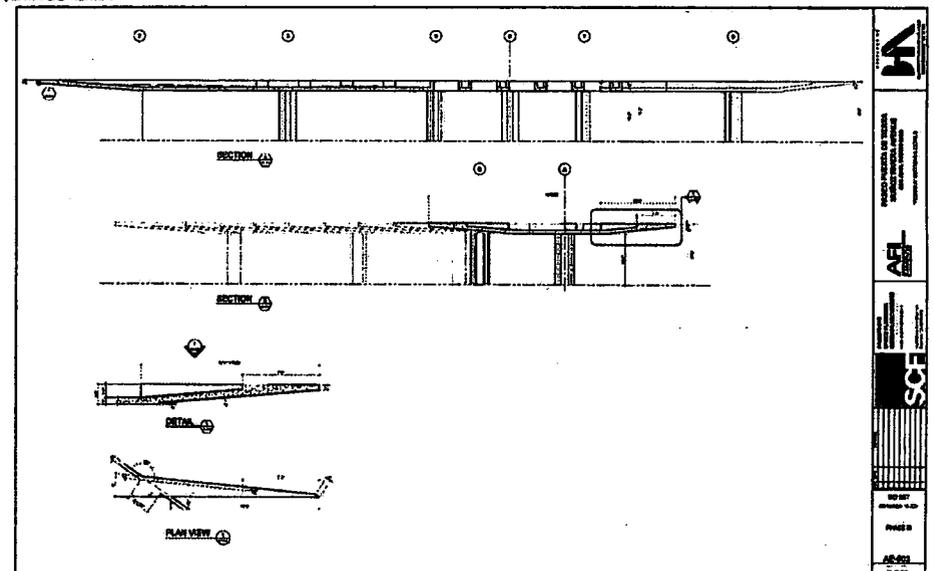
# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS



# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

## PLANS

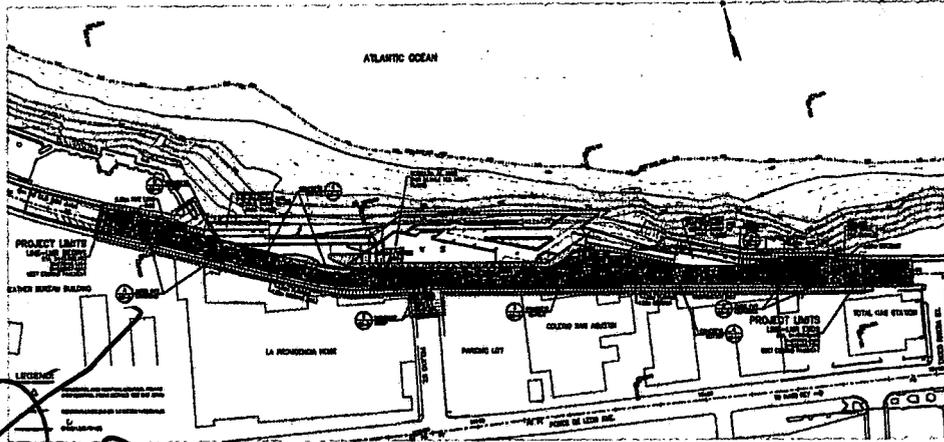






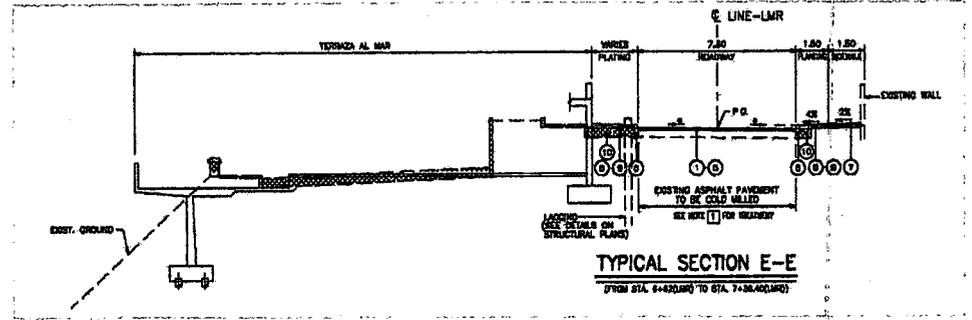
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# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



CIVIL WORKS

# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



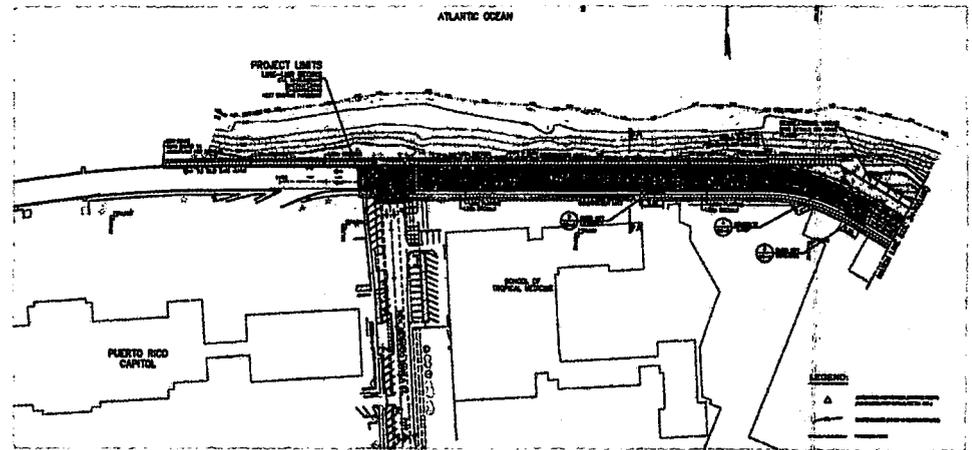
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# MUÑOZ RIVERA AVENUE PHASE III & PHASE IV



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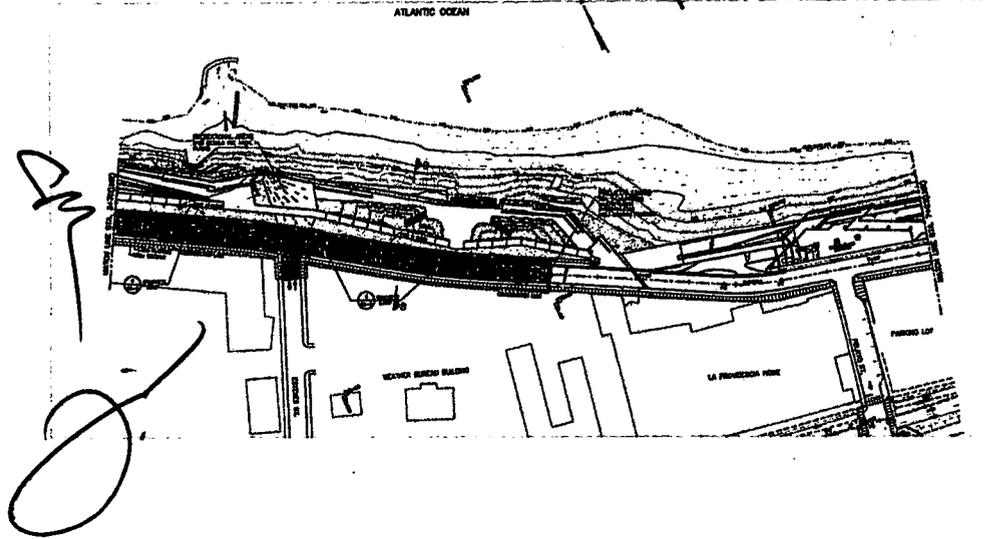
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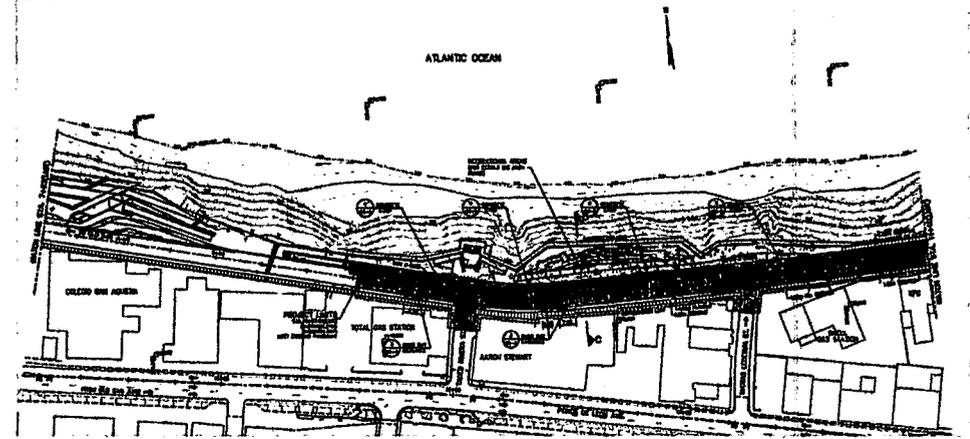
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



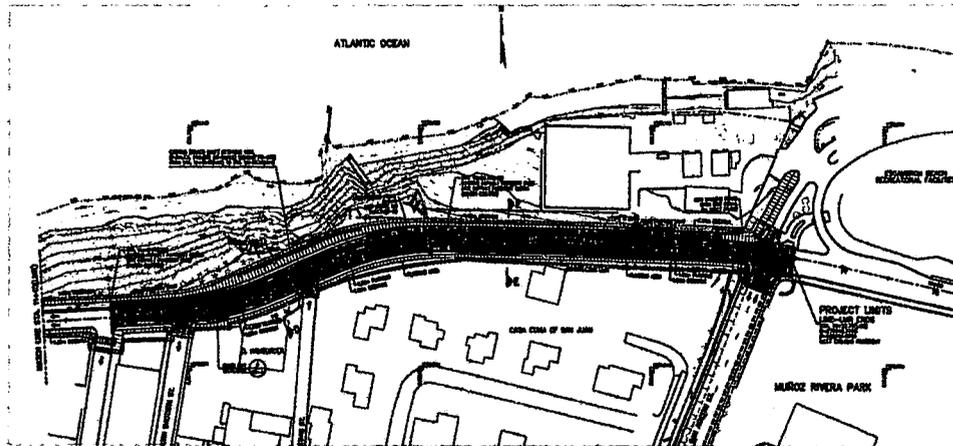
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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



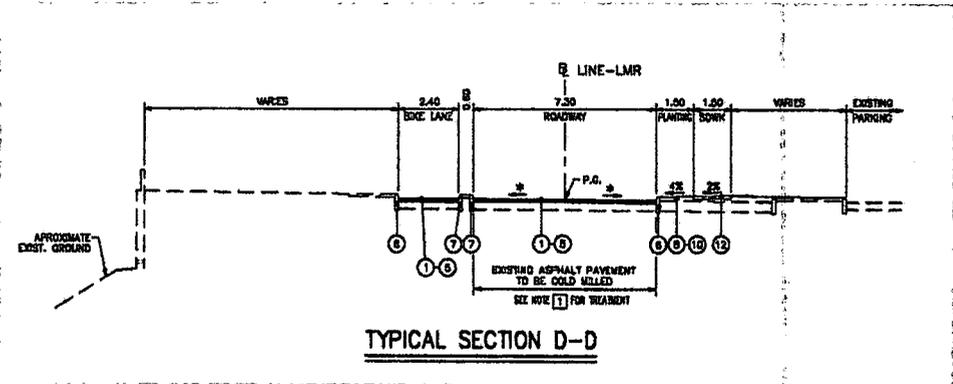
CIVIL WORKS

MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV



CIVIL WORKS

MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV





## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### NOTAS GENERALES DE PAISAJISMO

- Planos de Paisajismo incluyen siembra para:
  - Fase III-A (Desde puente Dos Hermanos hasta Entrada Escambrón)
  - Fase III-B (Sur de la Ave. Muñoz Rivera desde Entrada Escambrón a Calle Reverendo Davila)
  - Fase IV (Norte de Ave. Muñoz Rivera lado NORTE desde Entrada Escambrón al Capitolio)
- Todo el material arbóreo indicado en el Plan de Reforestación de Capítulo 47 para las FASES III-A, III-B y IV, a excepción de los árboles a sembrarse en la Calle del Tren (Fase I), está contenido en los planos de paisajismo y deberá ser seleccionado e instalado según las especificaciones de Paisajismo
- El material arbóreo a sembrarse en la Calle del Tren (FASE I) deberá ser instalado según los tamaños indicados en los planos de CAPITULO 47. (7 galones / 6' altura mín.)
- Cantidades de materiales calculados por hoja. Tablas reflejan material pies cuadrados o por unidad. El Contratista es responsable de hacer un "take off" de los planos. De existir diferencia entre las tablas y los planos, los planos prevalecen. De existir dudas al respecto se debe consultar con el diseñador



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### NOTAS GENERALES DE PAISAJISMO

- Para ver acciones a tomar sobre material existente, ver planos de Capítulo 47. De tener dudas al respecto, debe consultar con el Inspector Autorizado de Siembra y Forestación
- Todo arbusto lleva "mulch", excepto aquellos que se muestran sobre una siembra de cobertores
- El material vegetal deberá ser cotizado según especificado (especie, talla, calidad). Previo a la siembra, se solicitará un "submittal" que deberá incluir una foto de un espécimen de cada especie que será representativo del material que se pretende llevar al proyecto
- El suministro de agua al material vegetal de paisajismo desde su arribo al proyecto hasta que las áreas de paisajismo sean entregadas como finales y aceptadas por el dueño, será responsabilidad del Contratista



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### NOTAS GENERALES DE PAISAJISMO

- A todo material vegetal arbóreo se le debe fijar empleando un sistema apropiado de anclaje, según especificaciones y detalles de siembra. Aprobado por diseñador
- Todo material existente a permanecer deberá ser protegido, según especificaciones y detalles de siembra
- Se especificó la instalación de protectores para la base de los troncos de todo material arbóreo a ser instalado en el proyecto
- Se especificó la instalación de "root barriers" para el material vegetal a ser instalado en espacios de siembra confinados por pavimento
- Las camas de siembra ("top soil") no debe ser menor de 6" de espesor para arbustos y 4" de espesor para la grama, según especificaciones



## MUÑOZ RIVERA AVENUE PHASE III & PHASE IV

### NOTAS GENERALES DE PAISAJISMO

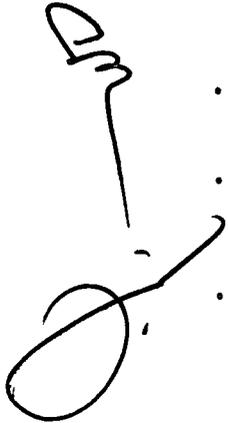
- La capa de "mulch" no debe ser menor de 2" a 3" de grosor, según especificaciones
- Notar que en el listado de materiales B & B = BALLED AND BURLAPPED y CT = CLEAR TRUNK
- Listados de materiales en los planos de Paisajismo no contienen el material arbóreo a sembrarse en la Calle del Tren (Fase I). Para esta información ver planos y tablas de Capítulo 47
- Reparar, remediar o reponer material de paisajismo afectado por daños, vandalismo o el hurto del mismo, desde su arribo al proyecto hasta que las áreas de paisajismo sean entregadas como finales y aceptadas por el dueño, será responsabilidad del Contratista
- El periodo de mantenimiento paisajista comienza luego de haberse completado la siembra, y haberse otorgado la terminación final y la aceptación de los trabajos por parte del dueño



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**NOTAS DE PAISAJISMO – FASE III-A**

- Los Planos de Paisajismo incluyen:
  - Material existente a permanecer
  - Material existente a ser trasplantado en su ubicación final
  - Arboles existentes a ser podados para levantamiento de copa (toda poda debe ser supervisada por un profesional, preferiblemente Arborista Certificado)
- Las Palmas Botella Rojas a ser trasplantadas a las áreas de siembra se encuentran en tiestos de hormigón dentro de los límites del proyecto
- Todo trasplante debe ser coordinado con las actividades de construcción y evaluar la necesidad de establecer un área de almacenamiento temporero de material trasplantado
- Si existieran dudas sobre la acción final a tomar sobre el material existente, se debe contactar al diseñador/ Inspector Autorizado de Siembra previo a proceder



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**NOTAS DE PAISAJISMO – FASE III-B**

- Los Planos de Paisajismo incluyen las áreas de siembra al lado SUR de la Ave. Muñoz Rivera
- Los Planos de Paisajismo incluyen isleta divisora entre carriles vehiculares y Paseo de bicicletas

**NOTAS DE PAISAJISMO – FASE III-B**

- Previo a toda instalación de piedra (chinos de río) como cobertor, debe instalarse una manta para el control de crecimiento de yerbas malas
- La Fase 4 incluye la instalación de un sistema para la siembra de material vegetal encima de el techo de una estructura (techo verde), según especificado



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**NOTAS GENERALES DEL CAPÍTULO 47**

- Planos de Capítulo 47 indican remociones, trasplantes, especímenes a permanecer y plan de reforestación para:
  - Fase III-A
  - Fase III-B
  - Fase IV
  - Fase I (Reforestación de responsabilidad de siembra de Fases III-A, III-B y IV)
- Copia de la Autorización de Corte y Poda (ACP) deberá permanecer en la oficina de construcción mientras dure el proyecto
- Se efectuarán inspecciones trimestrales por parte del Inspector Autorizado de Siembra y Forestación para verificar el cumplimiento con la ACP



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**CONTRACT TIME & PROJECT SCHEDULE**

- Work is to be performed according to the following contract schedule:
  - Substantial Completion.....510 cd after NTP
  - Final Completion.....60 cd after SC
  - Administrative Closing.....180 cd after FC
  - Total Contract Time.....750 cd after NTP
- In addition to the above mentioned contract schedule, Proponents are required to comply with the following:
  - Construction Mobilization.....14 cd after NTP
  - Start Date for Lead and Asbestos Abatement.....21 cd after NTP

**Notes:**

cd = calendar days  
NTP = Notice to Proceed

SC = Substantial Completion  
FC = Final Completion



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**CONTRACT TIME & PROJECT SCHEDULE**

- The selected Proponent shall **build into the Progress Schedule sufficient time for anticipated delays**. The **Contract Price shall include any and all home office overhead expenses** that the selected Proponent may incur during the Contract duration, whatever the cause of the delay may be. The **selected Proponent waives any claim for the office overhead expenses**, arising out of relating to this Contract.
- **Time-related field office overhead** expenses incurred on-site in support of the Work will be **compensated in accordance with Section 9.3.8-Adjustment of the Contract Price as a Result of Certain Delays and 11.9.4-Adjustment in the Contract Price** of the **Supplementary Conditions**.



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**RETAINAGE & TAXES**

- Provisions concerning retainage are set forth principally in Section 13.2.2 of the General Conditions. The amount of retainage with respect to progress payments is **10.0% of each partial payment made to the Contractor**.
- All Proponents shall consider on their Proposals the cost of **Municipal Taxes ("Arbitrios de Construcción y Patentes Municipales")**, and shall be included in their unit prices. Refer to the *Uniform General Conditions*.



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**LIQUIDATED DAMAGES & PENALTIES**

- Failure to complete the work within the Substantial Completion Date will be subject to the application of Liquidated Damages as per **Section 9.5-Liquidate Damages** of the **Uniform General Conditions**. PRIFA estimates the project to be within the \$10 M to \$20 M construction cost range, for an **applicable daily charge of \$4,000** in Liquidated Damages.
- The selected Proponent must correct deficiencies identified in the Punch List within the **established period for Final Completion**. **Failure to do so, will result in the application of \$800 in penalties** for each day of delay without further notice.
- Failure to comply with the **established Construction Mobilization, and Lead and Asbestos Abatement dates** will result in the **application of penalties in the amount of \$500** for each calendar day said dates are not achieved.



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**PERMITS & APPROVALS**

- The selected Proponent shall timely perform all of its obligations in the General Conditions, including, without limitation, securing and maintaining all Permits and Approvals legally required or imposed in connection with the performance of the Contract and the proper execution and completion of the Work, including compliance with
  - The disposal of solid waste,
  - The General Consolidated Permit,
  - The Erosion and Sediment Control Plan ("Plan CES"),
  - The Storm Water Pollution Prevention Plan ("SWPP"),
  - The Construction Permit, and
  - The DTOP Replacement Bond



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**ADDENDA TO RFP**

- PRIFA reserves the right to amend this RFP at any time. Any amendments to this RFP will be described in written Addendum. PRIFA will provide copies of each Addendum to all prospective Proponents who purchase this RFP.
- Addenda will become part of this RFP. The Proponents will acknowledge receipt of each Addendum in the Exhibit B of the RFP. If the acknowledgement does not account for the Addenda issued, Proposal will not be evaluated. Addenda may also be issued to modify the RFP Documents as deemed advisable by PRIFA.

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PHASE III & PHASE IV

**EVALUATION OF PROPOSALS**

- Proposals will be evaluated on the following criteria: (1) **Compliance**; (2) **Project's Construction Approach** (3) **Financial Stability** and (4) **Price**.
- This is a **Best Value Process** and the selection criteria defined in this section shall be evaluated by applying a score from the **Base Point Value (BPV)** of a maximum of 10 points to each of them, as defined at Table 2 of the ITP.
  - **Exceptional**.....10 points
  - **Good**.....7 points
  - **Acceptable**.....5 points
  - **Poor**.....1 point
  - **Non-Responsive**.....0 points
- The BPV times the Multiplier assigned on each criteria stated on Table 3 of the ITP will result on the Total Maximum Points per item.



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PHASE III & PHASE IV

**EVALUATION OF PROPOSALS**

- The sum of these Total Maximum Points becomes the Total Score earned by each proponent. The proposal with the lowest best value score, represent the Best Proposal to be recommended for award.

– **Best Value Score = Base Proposal Price/Value**

- **Base Proposal Price** = Base Proposal Price (not including the Alternates);
- **Value** =The score or sum of the total points earned by proponent from each Technical Evaluation Criteria.
- **Best Value Score = Base Proposal Price/Value** which will determine the Proposer's Score Points.



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PHASE III & PHASE IV

**EVALUATION OF PROPOSALS**

- Proposals will be evaluated as follows:

RFP SECTION	CRITERIA	MAX BPV	MULTIPLIER	MAX POINTS
21	COMPLIANCE	n/a	n/a	n/a
22	PROJECT CONSTRUCTION APPROACH – STATEMENT OF PROJECT UNDERSTANDING			200
22.3	Description of Experience, Technical, Professional Resources, etc.	10	2	20
22.4.5.1	Working Plan for the Purchasing, Installation and Maintenance (during construction) of the Landscape Design and Components.	10	3	30
22.4.5.2	Working Plan Considering the Project's Proximity to the "ZMT" ("Zona Marítimo Terrestre") Delineation.	10	3	30
22.4.5.3	Working Plan Considering the Project's Location in an Area of High Archaeological Value.	10	3	30
22.4.5.4	Plan for the Maintenance and Management of Vehicular and Pedestrian Traffic.	10	2	20
22.4.5.5	Construction Time Management (Schedule)	10	3	30
22.4.5.6	Mobilization & Lead and Asbestos Abatement Plan	10	3	30
22.4.5.7	Communications Strategy	10	1	10
23	FINANCIAL REQUIREMENTS AND EVALUATION			20
23.1	Proponent's Financial Capabilities	10	2	20

**MAXIMUM TOTAL SCORE 220**



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**PROJECT'S CONSTRUCTION APPROACH ("PCA")**

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- Each Proponent shall **demonstrate and ensure that it has a complete, comprehensive and solid understanding** of the Project through the drafting of a narrative description **Statement of Project Understanding ("SPU")** that shall explain the Proponent's **Project Construction Approach ("PCA")**, together with the Proposal
- The SPU must describe the Proponent's **construction experience, construction management expertise, available technical and professional tools (and personnel)** to guarantee the Project's successful execution, emphasizing on **Cost Control, Scheduling, Procurement, Quality Control, and Risk Management and Control.**
- The SPU format shall have the following requirements:
  - Shall be prepared in Spanish
  - Maximum of five (5) pages
  - Single line spacing
  - Font size 12
  - Arial font
  - The SPU may include diagrams, schedules and supplementary information that illustrates the Proponent's intention and construction approach



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PHASE III & PHASE IV

**PROJECT'S CONSTRUCTION APPROACH ("PCA")**

- The SPU must incorporate the Proponent's response and approach in the handling (or management) of the following critical issues:
  - **Working plan or method for the purchasing, installation and maintenance** (during construction) of the landscape (design and components)
  - **Working plan or method considering the Project's proximity to the "Zona Marítimo Terrestre" ("ZMT")** delineation
  - **Working plan or method considering the project's location** in an area of high archeological value
  - **Plan for the maintenance and management of vehicular and pedestrian traffic**, specifically on special events or festivities, emergencies or any other unusual incident considering that Muñoz Rivera Avenue is one of the main access roads to Old San Juan



MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**PROJECT'S CONSTRUCTION APPROACH ("PCA")**

- The SPU will be evaluated in accordance with the criteria and the following:
  - Extent to which the SPU **demonstrates a full understanding** of the Project's scope and complexity
  - Extent to which the SPU **demonstrates an understanding of Project risks and potential solutions** that may arise during all Project phases, including construction, financing, operation and maintenance
  - The extent to which the SPU **demonstrates the PCA and any project innovations** for most efficient use of available public funds
  - Extent to which the SPU **articulates the Proponent's commitment to and manner of public contracting and successfully delivering construction projects** with equal or similar scope to the Project.



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PHASE III & PHASE IV

**PROJECT'S CONSTRUCTION APPROACH ("PCA")**

- The SPU must incorporate the Proponent's response and approach in the handling (or management) of the following critical issues:
  - **Construction time management ("schedule")**; explain how the Proponent plans to guarantee the Project's completion considering the Construction Mobilization, and Lead and Asbestos Abatement milestones.
  - **Mobilization Plan**; which includes Project limits delineation to establish a secure and sound barrier, Project sign installation, construction or installation of temporary facilities and offices, acquirement of construction permit, DTOP permit and other permits, approvals or endorsements timely attainment/execution
  - **Communications Strategy** for community and public issues; describe the plan or approach on dealing with Puerta de Tierra residents, businesses, institutions, etc. and how coordination of different activities will take place



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**RESTRICTED PARTIES**

• The following Restricted Parties have been identified for the Project:

- MHS&J, LLC
- HAGE Consulting Group, PSC
- Suárez Nieves, PSC
- SCF Arquitectos, SRL
- Or Any subsidiary of the mentioned companies

• Restricted Parties, their respective directors, officers, partners, employees, and Affiliates are not eligible to participate as a Proponent or as a Proponent Team Member or advice any Proponent or Proponent Team Member, directly or indirectly, or participate in any way as an employee, advisor, and consultant or otherwise in connection with any Proponent.

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MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV

**RFP SCHEDULE**

ACTIVITY	SCHEDULED DATE & TIME
RFP Invitation	Tuesday, September 16, 2014
RFP Document Availability	From Monday, September 22, 2014 @10:00 a.m. Until Tuesday, September 23, 2014 @4:00 p.m.
Mandatory Pre-Bid Conference	Tuesday, September 23, 2014 @10:00 a.m.
Mandatory Site Visit	Tuesday, September 23, 2014 @ 2:00 p.m.
RFP Questions Deadline	Tuesday, September 30, 2014 @ 4:00 p.m.
Proposal Submittal Due Date	Tuesday, October 14, 2014 @ 10:00 a.m.

• Complete sets of the RFP Documents may be obtained by prospective Proponents at PRIFA's Offices for the sum of \$250.00



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**  
Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico





**Fecha:** 23 de septiembre de 2014

**Minuta :** Reunión Pre-Subasta

**Subasta:** AFI-BP-15-05-PASEO

**Proyecto:** *Request for Proposal (RFP)*  
Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III & Fase IV  
Municipio de San Juan

**Hora de Inicio:** 10:00 a.m.

**Lugar:** Piso 17 - Autoridad para el Financiamiento de la Infraestructura (AFI) – 268 Avenida Muñoz Rivera, Edificio World Plaza, Suite 400, Hato Rey, Puerto Rico.

**Presentadores:**

1. María L. Santiago, Departamento de Subastas
2. Nayadeth Pérez, Departamento de Subastas

**Invitados:**

1. Katia González AIT Coordinadora
2. Aida M. Oquendo AIT, Coordinadora
3. Ing. Samir El Hage, Gerente de Proyecto
4. Arq. Segundo Cardona, SCF Arquitectos
5. Arq. Eduardo Bermúdez, SCF Arquitectos
6. Arq. Luis Félix, SCF Arquitectos
7. Ing. Leonardo Vidal, Ingeniero Electricista
8. Ing. Antonio Dajer, Ingeniero Mecánico
9. Ing. Javier Quirós, Ingeniero Estructural
10. Ing. Luz Rodríguez, BHA
11. Ing. Luis García, GeoCim
12. Sr. Laredo González, Consultor de Paisajismo
13. Arq. Frances de la Rosa, Consultora de Paisajismo
14. CPA Armando Suárez, Consultor Financiero

**Addendum 1**

Minuta Reunión Pre-Subasta

AFI-BP-15-05-PASEO

Request for Proposal (RFP)

Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III & Fase IV

Municipio de San Juan

23 de septiembre de 2014

Página 2 de 4

**Temas:**

**I. Bienvenida**

- a. La Reunión Pre-Subasta inició a las 10:23 a.m., se procedió a firmar la hoja de asistencia de los presentes a la reunión y se declaró como iniciada la Reunión Pre-Subasta. Se les indica que la reunión es compulsoria y sólo podrán presentar ofertas los que firmen la Hoja de Asistencia a la Pre-Subasta, Visita al Proyecto y hayan adquirido los pliegos de Subasta.
- b. Se aclaró que la fecha límite para adquirir los pliegos de subasta es hasta el 24 de septiembre de 2014 a las 4:00 p.m., sólo si estuvo presente en la Reunión Pre-Subasta.

**II. Comienzo de la Reunión**

- a. Explicación del Calendario de la Subasta:

Actividad	Itinerario
Invitación	16 de septiembre de 2014
Disponibilidad de Documentos	22 al 23 septiembre de 2014 @ 4:00 p.m.
Reunión Pre-Subasta	23 septiembre de 2014 @ 10:00 a.m.
Visita al Proyecto	23 septiembre de 2014 @ 2:00 p.m.
Fecha Límite para Someter Preguntas	30 de septiembre de 2014 @ 4:00 p.m.
Fecha Límite para Entrega de Propuestas	14 de octubre de 2014 en o antes de las 10:00 a.m.

**III. Explicación de las Instrucciones para presentar la Oferta**

- a. Las instrucciones se dividen en cuatro (4) partes:
  - Parte I - Definiciones
  - Parte II - Descripción del Proyecto
  - Parte III - Requisitos y Procedimientos
  - Parte IV - Evaluación del Proceso
- b. Es un proyecto que será evaluado mediante *Best Value* - es una combinación de precio y propuesta técnica, basado en los criterios presentados en los documentos.
- c. El *Bid Bond* es de un 5% y tendrá una vigencia de 90 días.
- d. El retenido es de un 10%.
- e. El formato de encuadernación está en la sección 19.2 de las Instrucciones.

**Addendum 1**

Minuta Reunión Pre-Subasta

AFI-BP-15-05-PASEO

Request for Proposal (RFP)

Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III & Fase IV

Municipio de San Juan

23 de septiembre de 2014

Página 3 de 4

f. Partes Restringidas en el Proyecto:

- MHS&J, LLC;
- Hage Consulting Group, PSC;
- Suárez Nieves, PSC;
- SCF Arquitectos, SRL;
- Cualquier subsidiaria afiliada a las compañías antes mencionadas.

IV. Explicación

- a. Se discutió el *Bid Checklist* según publicado en las Instrucciones al Licitador.

V. Seguros y Fianzas

- a. En los pliegos de subasta se incluyen las Condiciones Suplementarias donde se detallan los seguros y los deducibles que le aplican a este Proyecto.

VI. Presentación del Proyecto

- a. Presentaciones;
- b. Explicación del Proyecto;
- c. Instrucciones Generales.

VII. Proyecto:

- a. Se incluye un disco con la presentación del proyecto.

VIII. Preguntas

1. F&R Construction Corp. pregunta:

¿El proyecto se va a entregar por fases?

Contestación: No, pero se podría considerar.

¿Hay algún espacio designado para el *staging* área?

Contestación: No.

**Addendum 1**

Minuta Reunión Pre-Subasta

AFI-BP-15-05-PASEO

Request for Proposal (RFP)

Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III & Fase IV

Municipio de San Juan

23 de septiembre de 2014

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2. L.P.C.D., Inc. pregunta:

¿Hay posibilidad de extender el tiempo de entrega?

Contestación: Será considerado pero deben hacer la petición por escrito.

**IX. Recordatorio**

Deben someter las preguntas o dudas en o antes de 30 de septiembre de 2014 las 4:00 p.m. al correo electrónico [subastas@afi.gobierno.pr](mailto:subastas@afi.gobierno.pr).

**X. Cierre**

La hora de cierre de la Reunión Pre-Subasta fue a las 10:40 a.m.



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de la Infraestructura de Puerto Rico

**Registro de Asistencia a la Reunión Pre-Subasta**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV**

**Municipio de San Juan**

**23 de septiembre de 2014 10:00 a.m.**

**AFI - Piso 17**

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#	COMPAÑÍA	NOMBRE	CORREO ELECTRÓNICO	TELÉFONO
1.	DDD Group, Inc.	UMBERTO J. DONATO	ujdonato@dddpr.com	799-630-1839
2.	Arqueólogo	Jaqueline López Meléndez	jlmelendez15@gmail.com	579-0864
3.	Landscaping	Ken Kendall (J.I.V. Inc.)	kwkendall@gmail.com	413-6022
4.	Del Valle Group SP	ING. CARMELO CALDERÓN	rcabon@delvallegroup.net	787-794-0927
5.	Arqueólogo	Arg/Fernando Alvarez	amgrouppr@gmail.com	637-9807
6.	Landscaping	Ken Kendall (J.I.V. Inc.)	kwkendall@gmail.com	413-6022
7.	Desarrollos Metropolitanos, LLC	Melissa Ardino / Jose L. Rivas	melisso@dmse.com	727-86666
8.	Arqueólogo	Maria A. Cashion Lugo	maria.cashion@gmail.com	207-5008
9.	Landscaping	RAMÓN CASANOVA	Project62@terralandscape.net	MT
10.	F&R Construction Corp	Elena Herrera	eherrera@frcg.net	753-7010
11.	Arqueólogo	<i>Handwritten signature</i>	ARL@VIMAR@COGOL.NET	380-6934
12.	Landscaping	Jose L. Mendez	Jose@gmail.com	787-644-3721
13.	Ferrovial Agroman, LLC	Angel Seda Seda	raigon@ferrovial.com	787-725-5555
14.	Arqueólogo Virginia River	Martina Seda / <i>Handwritten name</i>	arg.virginia@gmail.com	787-448-8373
15.	Landscaping	RAMÓN CASANOVA	Info@terralandscape.net	415-4804
16.	L.P.C. & D, Inc.	Jose H. Solo Alvarez	enge@lpcdinc.com	787-733-6121

#	COMPañÍA	NOMBRE	CORREO ELECTRÓNICO	TELÉFONO
17.	Arqueólogo	Jacqueline López Meléndez	jmeléndez15@gmail.com	579 0864
18.	Landscaping	Gustavo A. Rodríguez	gustavo@greenscapepr.com	501-2814
19.	Omega Engineers, LLC	Ing. Arnaldo Príncipe	apnnc.pr@omega-corp.net	(87) 793-6100
20.	Arqueólogo	Jorge A. Rodríguez López	jarlopr@live.com	787-423-5665
21.	Landscaping	Ramon Casanova	Infu@ferrolandscap.net	796-3919
22.	OSSAM Construction, Inc.	Francisco J. Masso	aflopez@cityofsanjuan.com	216-2043
23.	Arqueólogo	<del>Francisco J. Masso</del>	<del>aflopez@cityofsanjuan.com</del>	<del>707-3322</del>
24.	Landscaping	<del>Francisco J. Masso</del>	<del>aflopez@cityofsanjuan.com</del>	<del>7206400</del>
25.				
26.	CONSULTOR elec.	Leonardo J. Vidal	kwicker@PRK.net	379-8378
27.	F&R CONST. GROUP.	ING EDRIIS MENDEZ	EMENDEZ@FRGC.NET	753-7010
28.	LPC&D, Inc.	Ing. Tomás Montalvo Torres	tmontalvo@lpcdinc.com	787-349-4814
29.				
30.	DDD, Landscaping	José L. Marber	Jose@greenlandscap.com	649-3721
31.	Entech	Javier Quiroz	jquiroz@entechdpm.com	648-4808
32.	Ferrovial - Arquitectos	Dr. Jesús E. Vega	Drjesusvega@pylco.com	903-3354
33.	AFI	Maria L. Santiago	maria.santiago@afi.gobierno.pr	787-763-5757 x 1570
34.	AFI	Ada Mabel Quiroga	aquiroga@afi.pr.gov	x 1521
35.	Suarez Nieves PSC (CPA)	ARMANDO A. SUAREZ	primeraas@aol.com	787 717 9203
36.	AFI	Karla González	kgonzalez@afi.pr.gov	787-763-5757 x1651
37.	AFI	Nayadeth Pérez Bonilla	nayadeth.perez@afi.pr.gov	763-5757
38.	BH&A	Luz M. Rodríguez	luz.rodriguez@bha-llc.com	(87) 929-5200
39.	ADG ENGINEERING	Antonio J. Dajot	adajot@adgeny.com	347-2915



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Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

**Registro de Asistencia Visita al Proyecto**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV**

**Municipio de San Juan**

**23 de septiembre de 2014 2:00 p.m.**

#	COMPañÍA	NOMBRE	CORREO ELECTRÓNICO	TELÉFONO
1.	DDD Group, Inc.	Wilmer delcristo Rojas	wdelcristo@dddpr.com	(787) 706-8000
2.	Arqueólogo			
3.	Landscaping	Jose Mendon	Jose.Granadinos@com	644-3721
4.	Del Valle Group SP	CARMELO CALDERON	delvallegroup@gmail.com	794-0927
5.	Arqueólogo	Fernando Alvarado Alvarado	amrgrouppr@gmail.com	637-9807
6.	Landscaping			
7.	Desarrollos Metropolitanos, LLC	Melissa Andino	melissa@dmse.com	727-8666
8.	Arqueólogo	Maria Cashion	maria.cashion@gmail.com	207-5008
9.	Landscaping	Ramon Casandus		
10.	F&R Construction Corp	ING ENRIQUE MENDOZA	EMENDOZA@FRCC.NET	753-7010
11.	Arqueólogo	Alvaro MORALES	Alvaro.MORALES@coqui.net	380-6974
12.	Landscaping	Jose L Mendon	Jose@granadinos.com	644-3721
13.	Ferrovial Agroman, LLC	Marcel Lopez	rraiger@ferrovial.com	787-7255525
14.	Arqueólogo	RAMON CASANDUS		
15.	Landscaping	Ramon Casandus		
16.	L.P.C. & D, Inc.	Josephito Alvarez	eng@lpcainc.com	645-4854 787-753-6121

Registro de Asistencia Visita al Proyecto  
 AFI-BP-15-05-PASEO  
 Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV  
 Municipio de San Juan  
 23 de septiembre de 2014  
 2:00 p.m.  
 Página 2

#	COMPañÍA	NOMBRE	CORREO ELECTRÓNICO	TELÉFONO
17.	Arqueólogo			
18.	Landscaping	Gustavo A. Rodríguez	gustavo@greenscapepr.com	501-2814
19.	Omega Engineers, LLC	Rodrigo E. Alfonso	drpr@omega-engineers-corp.net	(787) 568-4526
20.	Arqueólogo			
21.	Landscaping	RANDY CASANOVA	Terrac Landscap	647-4874
22.	OSSAM Construction, Inc.	Francisco MASSO	fmasso@ossam.net	216-2003
23.	Arqueólogo	Alberto MARRAS	arqu@logia.unc@gmail	909-17882
24.	Landscaping			
25.	Entech / SCP	Javier Quiros	jquiros@entechdpr.com	787-648-4808
26.	BH&A	Luz M. Rodríguez	luz.rodriquez@bha-llc.com	787-929-5200
27.	HACRE	Francis El Rey	Selhage & Associates	935-717-7133
28.	AFI	Ada Mabel Quevedo	aquevedo@afi.pr.gov	763 5757 x.1801
29.	E SCP Arquitectos	EDUARDO PERUÑER		
30.	CELEM	Eng. Luis GARCIA		
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**ADDENDUM 2**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

**A: Todos los Proponentes**

**Fecha: 3 de octubre de 2014**

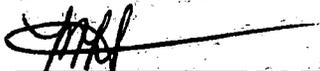
La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 2* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, *Muñoz Rivera Avenue Phase III & Phase IV Municipality of San Juan* con el propósito de incluir documentos revisados y adicionales.

1. Índice del Addendum 2
2. Secciones revisadas de las Especificaciones Técnicas (31 páginas).
3. Sección adicional de las Especificaciones Técnicas:
  - a. Sección 087111 –Door Hardware (2 páginas)
4. Hojas de planos revisadas y adicionales (23 páginas)

El licitador acusará recibo de este *Addendum 2* (contiene 57 páginas) en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 2* no tiene que ser recogido en las oficinas de la AFI, localizadas en Hato Rey 268 Avenida Muñoz Rivera, Edificio World Plaza, Piso 12. Todo lo demás dispuesto en la Solicitud de Propuestas AFI-BP-15-05-PASEO, el *Addendum 1* que no haya sido específicamente modificado por este *Addendum 2* se mantendrá en vigor y será obligatorio.

Cordialmente.

  
Sra. María L. Santiago Rivera  
Presidenta  
Junta de Subastas

  
Aida M. Oquendo Graulau, AIT  
Coordinadora de Proyecto



**ADDENDUM #2**

**AFI-BP-15-05-PASEO**

---

**PASEO PUERTA DE TIERRA  
MUÑOZ RIVERA AVENUE PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN**

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**NOTA:** Los siguientes cambios, aclaraciones y/o adiciones han sido hechos a los documentos de construcción para el proyecto en epígrafe.

---

**I. ESPECIFICACIONES TÉCNICAS:**

A. Se sustituyen las siguientes secciones como parte del Addendum #2 a los documentos de construcción.

- 01. SECTION 329113 - SOIL PREPARATION
- 02. SECTION 329200 - LAWNS
- 03. SECTION 329300 - TREES, SHRUBS AND GROUND COVERS
- 04. SECTION 329600 - LANDSCAPE PLANTING
- 05. SECTION 329601 - TREE PROTECTION AND MAINTENANCE
- 06. SECTION 329602 - LANDSCAPE MAINTENANCE AND PLANT ESTABLISHMENT
- 07. SECTION 329603 - TREE REMOVAL

B. Se añade la siguiente sección como parte del Addendum #2 a los documentos de construcción.

- 01. SECTION 087111 - DOOR HARDWARE SCHEDULE

**II. PLANOS DE CONSTRUCCIÓN:**

A. Se sustituyen las siguientes hojas como parte del Addendum #2 a los documentos de construcción.

# de Hoja	Descripción
01. #9 de 316	<b>AS-101</b> - Corrección de la leyenda - Identificación de los límites del proyecto y construcción.

02. #11 de 316 **AS-103**  
- Corrección de la leyenda  
- Identificación de los límites del proyecto y construcción.
03. #237 de 316 **AE-101**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.
04. #238 de 316 **AE-102**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.
05. #239 de 316 **AE-103**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.
06. #240 de 316 **AE-104**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.  
- Corrección del "Key Plan".
07. #241 de 316 **AE-105**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.  
- Corrección del "Key Plan".
08. #242 de 316 **AE-106**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.  
- Corrección del "Key Plan".
09. #243 de 316 **AE-107**  
- Identificación y dimensión los parapetos.  
- Dimensión de las huellas de concreto en el asfalto.  
- Identificación del límite de construcción.  
- Identificación detalles.  
- Corrección del "Key Plan".
10. #244 de 316 **AE-108**  
- Se añaden notas.
11. #251 de 316 **AE-201**  
- Se eliminan líneas de las referencias.

12. #254 de 316 **AE-301**  
- Corrección en la identificación de los detalles.
13. #255 de 316 **AE-302**  
- Corrección en la identificación de los detalles.
14. #256 de 316 **AE-303**  
- Se añaden las secciones H/AE-303, I/AE-303, J/AE3-03 y K/AE-303.
15. #257 de 316 **AE-401**  
- Corrección en la identificación de los detalles.
16. #258 de 316 **AE-402**  
- Corrección en la identificación de los detalles.  
- Corrección en las terminaciones del hormigón  
- Se añade la planta ampliada que aparecía en la hoja AE-403.  
- Se eliminan las secciones.
17. #260 de 316 **AE-501**  
- Corrección en la identificación de los detalles.
18. #261 de 316 **AE-502**  
- Se añaden notas y reorganización de los dibujos.
19. #262 de 316 **AE-503**  
- Se sustituye el detalle 12/AE-503.  
- Se añaden los detalles 13, 14, 15, 16 y 17/AE-503.

B. Se añaden las siguientes hojas como parte del Addendum #2 a los documentos de construcción.

20. **AE-107A** - "TAJAMAR BASTION PARK PARTIAL FLOOR PLAN".
21. **AE-504** - "CAST-IN PLACE PARAPETS, ENLARGED PLANS AND ELEVATIONS".
22. **AE-505** - "CAST-IN PLACE PARAPETS, ENLARGED PLANS AND ELEVATIONS".
23. **AE-506** - "CAST-IN PLACE PARAPETS, ENLARGED PLANS, ELEVATIONS & SECTIONS".

C. Se elimina la siguiente hoja como parte del Addendum #2 a los documentos de construcción.

24. #259 de 316 **AE-403** - "ENLARGED FLOOR PLAN".

Los demás términos de los documentos de construcción permanecerán inalterados.

Sierra Cardona Ferrer, SRL  
Guaynabo, Puerto Rico  
3 de octubre de 2014

**SECTION 329113 - SOIL PREPARATION**

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**A. GENERAL**

**1. RELATED DOCUMENTS**

1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.

1.2 Related Sections include following:

1.2.1 Section 329601 – “Tree Protection and Maintenance”

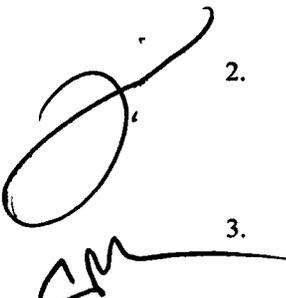
1.2.2 Section 329300 – “Trees, Shrubs & Groundcovers”

1.2.3 Section 329200 – “Lawns”

1.2.4 Section 329600 – “Landscape Planting”

1.2.5 Section 329602 – “Landscape Maintenance and Plant Establishment”

1.2.6 Section 329603 – “Tree Removal”

 **2. DESCRIPTION OF WORK**

2.1 The Work specified in this Section consists of furnishing, transporting and spreading topsoil.

**3. QUALITY CONTROL**

3.1 The Contractor, is bound to comply with Federal, PR and local laws and regulations. The Authority may review and accept but will not direct the Work of the Contractor. Acceptance by the Authority will not relieve the Contractor from performing its Contract Duty.

**4. SUBMITTALS**

4.1 Certificates of Compliance and material test report for products furnished.

4.2 The Contractor should supply Soil Samples for testing in a soil laboratory.

5. TESTING - Perform tests in accordance with USDA Standards.

**B. PRODUCTS**

**1. ON-SITE TOPSOIL BORROW**

1.1 Existing soil may be considered for reuse as topsoil borrow after testing to ensure material complies with topsoil borrow as defined herein. Test materials for compliance before placement.

## SECTION 329113 - SOIL PREPARATION

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- 1.2 Sift with proper screens onsite soil used as topsoil borrow to remove stones, roots and other debris 1 in. (25 mm) or greater in size before spreading.
- 1.3 Remove and legally dispose of off-site surplus excavated materials and unsuitable excavated materials unless directed otherwise.
- 1.4 Depths of topsoil borrow throughout site may be increased to use excess material if excess material complies with topsoil borrow. Approve proposed depths of topsoil borrow before placement, and do not allow surface grades to vary from the Contract Documents without written authorization.
- 1.5 Amend on-site soil to be used as topsoil borrow in accordance with the following paragraphs.

### 2. TOPSOIL BORROW

- 
- 2.1 Provide additional topsoil borrow from accepted off-site sources. Provide topsoil borrow for disturbed areas in or outside Contract limit line.
  - 2.2 Ensure that topsoil borrow is "fine sandy loam" or "sandy loam" determined by mechanical analysis and based on USDA classification system. Ensure that topsoil borrow has uniform composition, without subsoil admixture. Screen topsoil borrow free of stones greater than 1 in. (25 mm), lumps, plants, roots, debris and extraneous matter over 1 in. (25 mm) in diameter, and excess quantities of smaller pieces of same materials. Ensure that topsoil borrow does not contain toxic substances harmful to plant growth. Obtain topsoil borrow from areas that have never been stripped and have history of vegetative growth.
  - 2.3 Do not use topsoil borrow with an acidity exceeding pH 7.0, or containing less than 4 percent or more than 20 percent of organic matter as determined by loss on ignition of oven-dried samples. Oven-dry test samples to constant weight at temperature of 128°C, +/- 5°C.
  - 2.4 Make additions to or amendments of topsoil borrow to remedy minor deficiencies shown in these tests and as directed by the soil laboratory.
  - 2.5 Do not deliver or handle topsoil borrow in muddy condition.

### 3. SOIL ADDITIVES

- 3.1 Commercial Fertilizer - Use complete fertilizer and standard product complying with Puerto Rico and federal fertilizer laws. Deliver to site in original unopened containers bearing manufacturer's name and guaranteed statement of analysis. Use fertilizer for incorporation into lawn areas before seeding which contains 5 percent nitrogen, 10 percent phosphorus, and 5 percent potash by weight of ingredients, or as otherwise indicated by soil test results. Use fertilizer which has nitrogen in a water soluble form derived from urea, ammonium nitrate or ammonium phosphate.

**SECTION 329113 - SOIL PREPARATION**

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- 3.2 Superphosphate - Finely ground phosphate rock as used for agricultural purposes and containing less than 18 percent available phosphoric acid. (if needed)
- 3.3 Ground Limestone - Dolomitic limestone containing not less than 85 percent of total carbonates and magnesium. Grind to fineness so that 50 percent by weight passes a 0.15 mm sieve and 90 percent passes a 1.18 mm sieve. Accept coarser material provided the specified rates of application are increased proportionately on basis of quantities passing a 0.15 mm sieve. (if needed)

**C. EXECUTION**

**1. CONSTRUCTION REQUIREMENTS**

- 1.1 The subsoil within the areas to be covered by topsoil shall be graded so that the completed work after topsoil is placed, shall conform to the specified lines and grades. Wherever slope areas to be topsoiled are steeper than 3:1, the Contractor shall scarify or till the surface of the subsoil before the topsoil is placed to permit bonding the topsoil with the subsoil. Tillage by disking, harrowing, raking or other approved methods shall be accomplished in such a manner that depressions and ridges formed by tillage shall be parallel to contours.
- 1.2 After the Architect has approved the graded areas, the loamy topsoil shall be deposited and spread to a depth of six (6) inches minimum. All reasonable precautions shall be taken to avoid injury to existing or planted growth.
- 1.3 During loamy topsoil hauling and spreading operations the adjoining areas shall be kept clean and any topsoil or other dirt which may be spilled shall be removed promptly and thoroughly. The wheels of all vehicles shall be kept clean to avoid bringing any dirt to the adjacent roadways.
- 1.4 After the spreading of loamy topsoil, any large stones, hard lumps, brush, roots, stumps, litter, or other foreign material shall be raked up and removed from the topsoil areas.
- 1.5 Berms specified on the plans may be formed with a core composed of fill material. A top soil layer (8" minimum height) must cover berm for planting.

**END OF SECTION 329113**

**A. GENERAL****1. RELATED DOCUMENTS**

1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.

1.2 Related Sections include following:

1.2.1 Section 329601 - "Tree Protection and Maintenance"

1.2.2 Section 329300 - "Trees, Shrubs & Ground Covers"

1.2.3 Section 329113 - "Soil Preparation"

1.2.4 Section 329600 - "Landscape Planting"

1.2.5 Section 329602 - "Landscape Maintenance and Plant Establishment"

1.2.6 Section 329603 - "Tree Removal"

**2. DESCRIPTION OF WORK**

2.1 The extent of the lawn work is shown on the drawings:

2.2 The types of work required include the following:

2.2.1 Fine grading and preparation of lawn areas

2.2.2 Planting new lawn areas with sod

2.2.3 Replanting of unsatisfactory or damaged lawns

**3. QUALITY CONTROL**

3.1 Sod must be free from foreign weeds and other herbaceous species.

3.2 Sod carpet should not be broken or fragmented and should have strong and sound root system.

**B. PRODUCTS****1. GRASS MATERIALS**

1.1 As specified in Landscape Plans

**2. SOD**

2.1 Provide strongly rooted sod, and free of weeds and undesirable grasses and in strips not more than 18" wide by 4' long.

**C. EXECUTION****1. INSTALLATION OF LAWNS****1.1 SOIL PREPARATION**

- 
- 1.1.1 Limit preparation to areas which will be planted in the immediate future.
  - 1.1.2 Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish and other extraneous matter.
  - 1.1.3 Spread topsoil to the depth required to meet thickness, grades and elevations shown, after light rolling and natural settlement (4" minimum thickness).
  - 1.1.4 Place approximately 1/2 of the total amount of planting soil required. Work into the top of the loosened subgrade to create a transition layer and then place the remainder of the planting soil.
  - 1.1.5 Grade lawn areas to a smooth, even surface with a loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted within the immediate future.
  - 1.1.6 Moisten prepared lawn areas before planting if soil is very dry. Water thoroughly and allow surface to dry off before planting of lawns. Do not create a muddy soil condition.
  - 1.1.7 Restore prepared areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

**1.2. SOD PLANTING OF NEW LAWNS**

- 1.2.1 Lay sod within 24 hours from time of field stripping at the nursery. Contractor should provide the project inspector with proof of lawn dispatch containing both date of stripping and date of delivery.
- 1.2.2 Lay sod to form a solid carpet with tightly fitted joints along all the sides of sod strips; do not allow sod carpets to overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade and eliminate elevation irregularities. Work sifted soil into minor slits between pieces of sod; remove excess to avoid smothering of adjacent grass.
- 1.2.3 Water thoroughly with a fine spray immediately after planting. Provide sufficient irrigation (manual or through irrigation system if installed) to guarantee lawn establishment and root development.

## 2. RECONDITIONING LAWNS

- 2.1 Recondition lawn areas damaged by Contractor's operations including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where minor re-grading is required.
- 2.2 Provide fertilizer and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide new planting soil as required to fill low spots and meet new finish grades.
- 2.3 Cultivate bare and compacted areas thoroughly to provide a good, deep planting bed.
- 2.4 Remove diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations including oil drippings, stone, gravel and other construction materials.
- 2.5 Water newly planted areas and keep moist until new lawn is established.

## D. MAINTENANCE

1. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas. Lawns shall be maintained throughout planting period and for the agreed maintenance period as per contract documents.
2. Mow lawns as soon as there is enough top growth to cut with mower set at the specified height. Repeat mowing as required to maintain specified height. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Time initial and subsequent mowing as required to maintain the following grass height.
  - 2.1 Mow grass to 1" height or at no less than 2/3 of existing blade length in a single mowing. Several mowing could be needed to reach final 1" blade length.
3. Apply fertilizer after first mowing and when the grass is dry. Use fertilizer which will provide not less than 1.0 lb. of actual nitrogen per 1000 sq. ft. of lawn area.

## E. ACCEPTANCE OF LAWNS

1. Plant Establishment Period:
  - 1.1 The acceptability of the plant material furnished and planted as specified shall be determined at the end of a period of establishment as per contract agreement, during which the Contractor shall employ all possible means to preserve the plants in a healthy growing condition. Care during the establishment period shall include watering, cultivating, mowing, repair and such other work as ordered by the Engineer. Dead, dry, poorly root developed or unsatisfactory lawn carpets

## A. GENERAL

## 1. RELATED DOCUMENTS

1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.

1.2 Related Sections include following:

1.2.1 Section 329601 -- "Tree Protection and Maintenance"

1.2.2 Section 329113 -- "Soil Preparation"

1.2.3 Section 329200 -- "Lawns"

1.2.4 Section 329600 -- "Landscape Planting"

1.2.5 Section 329602 -- "Landscape Maintenance and Plant Establishment"

1.2.6 Section 329603 -- "Tree Removal"

## 2. DESCRIPTIONS OF WORK

2.1 This work shall consist of live trees, palms, shrubs and ground covers of the types and sizes indicated on the plans, furnished and installed or planted in accordance with these specifications, at the locations shown on the plans.

## 3. QUALITY CONTROL

3.1 Plant materials must be true to names and size.

3.2 Plant development should be in accordance to container size.

3.3 All plant material should be plague or insect free.

## 4. SUBMITTALS

4.1 Contractor should submit pictures of plant material representative of full lot to be brought to site of each species or variety specified for approval. Submittal must include specimen common name and botanical name, size (container size, height, tree caliper, etc.), and quantity.

## B. MATERIALS

1. FERTILIZER. Use one of the following:

1.1 Commercial Slow Release Fertilizer (ie. Osmocote or similar) should be provided to each plant when planted. Formula and amount to be supplied to each plant must follow manufacturer's directions.

shall be promptly removed from the project. A semi-final inspection by the Contractor and the Architect/Client will be held to determine the acceptability of the plant material five (5) days before the end of the plant establishment period.

2. Replacements:

- 2.1 After completion of all work provided for in the contract, the Architect/Client will make an inspection, and plantings not in acceptable living condition shall be replaced by the Contractor at his expense prior to the final inspection and acceptance. Alternate or substitute varieties of plants shall be used only if approved by the Architect.

END OF SECTION 329200

1.2 Commercial Fertilizer shall be uniform in composition, free-flowing material and shall conform to State fertilizer laws. Deliver fertilizer in unopened bags or containers, each bearing the name, trademark, composition, and warranty of the producers.

1.2.1 Apply commercial fertilizer at the rate recommended by the manufacturer.

1.2.2 The commercial fertilizer formula shall conform to the recommendation of the top soil test.

2. PLANT MATERIALS. Furnish all plant materials shown. Plant materials must be true to names and size and conform to the following standards:

2.1 AMERICAN ASSOCIATION OF NURSERYMEN:

"Horticultural Standards" (Published by American Association of Nurserymen, Inc.

3. MULCH. It consists of Cypress or shredded hardwood as produced by a shredding machine to a size acceptable to the Owner. Shredded hardwood - Not subjected to conditions that would shorten its life or cause it to lose any of its value as mulch. Free from leaves, wood shavings, sawdust, termites, toxic substances, and any foreign materials. Rubber mulch made 100% from recycled tire buffing, organically dyed, non-toxic, also accepted.

4. ROCKS. Rocks specified are river stone (Chinos de rio) 3" to 6" combined. Anywhere rock is specified, a double layer of weed control fabric (permeable) must be installed underneath. (i.e. Typar or similar)

5. PEAT. A natural domestic product of either sphagnum moss, reed or sedge peat, taken from a fresh-water site, free from lumps, roots and stones (if applicable).

6. WRAPPING MATERIAL. Use standard nursery tree wrapping paper, or burlap manufactured for wrapping tree trunks. Burlap shall be made of jute. Twine for tying shall be lightly tarred sisal (lath) yarn.

7. STAKES. Provide straight, sound, 2-inch x 2-inch or 2-1/2-inch diameter in size wood stakes for young trees (7 gallon container) and galvanized wire with rubber and pvc sleeves for large trees as per planting details on plans. For palm trees use 2" x 4" wood nailed to wood battens tied around trunk (protecting trunk with burlap) with 3/4" steel bands. See planting details on plans.

8. GUYING. Use ARBOR TIE or equivalent for young trees (7 gallon container).

9. PROTECTORS. Use Arbor-Guard or equivalent at the base of the trunk of all trees.

10. TREE WOUND DRESSING. Shall be a standard antiseptic wound compound such as TreeKotr, Leonard Tree Compound, or approved equal.

11. ~~ROOT BARRIER. A root barrier must be installed where trees and palms are specified in planting spaces within hardscape or constrained area (such as in Phase I external tree reforestation). Use Deep Root UB 18-2 or equivalent.~~

12. GREEN ROOF PRODUCT. The specified green roof system is the Danosa Caribbean, Inc. Concrete or Metal Deck Intensive (Deep) Green Roof system. This system includes, but is not limited to, a roof waterproofing membrane system, flashings, roofing accessories (primer, caulking, sealant, etc.), membrane protection, drainage mat, protection board, insulation, and growing medium (planting mix). Material should be equal to specified or similar. Similar alternatives must be of equal or better quality than specified and must be approved by designer and client/owner. See Green Roof specifications.



C. WORKMANSHIP

1. Complete all work in the best manner, so that the work as a whole is of uniform quality and appearance.



D. SOIL PREPARATION

1. After the topsoil has been cleaned of all foreign materials and carefully raked smooth leveled, spread fertilizer uniformly over the areas and rake fertilizer into the topsoil to a depth of two (2) inches. Level out any irregularities by raking.

E. EXISTING CONDITIONS

1. Verification of Underground Utilities

1.1 The Contractor shall be responsible for verifying the exact location of all underground utilities with the Owner prior to any excavation or planting.

1.2 Any damage done to the existing utilities must be repaired by the contractor at no cost to the owner.

F. PLANTING

1. SELECTION AND APPROVAL. All plant material is subject to inspection and approval by the Architect. The Architect shall have free access to the places where the plant materials are grown for inspection and selection of materials. The Architect reserves the right to reject at any time or place prior to acceptance of the work, and all plants which fail to meet these specifications.

Properly identify by labels each bundle of plants and all individual plants. All plant materials shall be well branched, and well proportioned. Provide full-foliage plants. Make sure all plants are vigorous and healthy and free from insects, their eggs and larvae, and diseases. All plants shall be equal to or larger than specified sizes. All plants must also be free from mechanical, cultural or animal injuries and free of noticeable scars or other after-effect marks of insect attack or blight.

- 1.1 **BALLED PLANTS.** Plants designated "B/B" (balled and burlap) shall be adequately balled with firm, natural balls of soil in sizes as set forth in "Horticultural Standards". Wrap balls firmly with burlap or approved, equally strong cloth. No cracked or broken balls shall be planted. No artificial (site or nursery constructed) balls will be permitted.
- 1.2 **CONTAINER-GROWN PLANTS.** Container grown plants shall have been grown in pots, cans, tubs or boxes and shall have sufficient roots to hold planting media together and intact after removal from containers before planting, without being root-bound.

2. **PLANT PROTECTION.** Plant all nursery stock at once upon delivery. If this is not feasible, however, they shall be safely stored and protected. They shall be planted as soon as possible.

Protect all plants from the drying action of the sun and wind during and after digging and until planted. Protect balled plants which cannot be planted immediately upon delivery, with soil, wood shavings or other approved material.

3. **PLANTING OPERATIONS**

- 3.1 **LAYOUT.** Stake the location for all plants and outlines of planting areas and obtain approval of the Architect before excavation is begun.
- 3.2 **EXCAVATION.** Excavation for planting shall be circular with gentle taper sides toward the bottom. Bottom planting hole diameter shall exceed by at least 12 inches the diameter of the ball in balled and burlap plant material, or the natural root spread of the bare root plant materials.
- 3.3 **OBSTRUCTIONS BELOW GROUND.** Remove any rock, rubble or other underground obstructions to the depth necessary to permit proper planting.
- 3.4 **BACKFILL.** Use the natural soil excavated from the planting pits mixed with top soil and coarse sand and/or lime if deemed. The backfill mixture consists of 1 part natural soil to 1 part coarse sand and 1 part top soil. Lime amendment will not exceed 50 pounds per 1000 square feet or as directed by soil laboratory. The backfill shall be thoroughly mixed, pulverized and free from rocks and deleterious material. Backfill can only be used if acceptable for planting purposes.
- 3.5 **DISPOSAL.** Remove and dispose of all excess excavations and unsuitable materials in an appropriate way. (Permits may be needed)
- 3.6 **PLANTING BEDS.** Plant shrubs and ground covers in top soil beds in which the soil is smooth, friable of uniformly fine texture and loosened. Top soil beds minimum height shall be of six (6) inches.
- 3.7 **SETTING PLANTS.** Plant all plants to the same depth as the preceding planting. Center the plants in their planting pits and set in a natural upright

position. Be careful not to exert any pressure that will damage any portion of the plant. ~~Spread bare root plant material roots to a natural position and place plants with hollow crown root system on a mound of backfill to permit natural root spread.~~

- 3.8 PLANTING. For all balled and burlapped plants place backfill (3.4) carefully around the base and sides of the ball to 2/3 the depth of the ball, then thoroughly water the backfill to allow for settlement. Remove all wire, burlap fasteners, all loose burlap around the base of the trunk at this time before additional backfill is added. Cut the top part of the burlap as directed by the Architect. Pour backfill to fill the remainder of the pit, allowing for the depth of mulch, a 1-inch deep saucer, and settlement of the backfill. Water the backfill thoroughly. At no time, tamp or treat the ball or backfill in a manner injurious to the root system.
- 3.9 GUYING. Trees shall be staked as shown on the drawings or as approved by the Architect. (Requires a Submittal)
- 3.10 MULCHING. Consist of cypress or shredded wood, free from extraneous materials or materials injurious to plant growth. Planting beds shall be uniformly mulched to a depth of 2 to 3 inches inside a 9" radius from the tree trunk.
- 3.11 FERTILIZING. Apply commercial slow release fertilizer to all plants following manufacturer's directions for plant species and size.

G. TRANSPLANTING TREES (if applicable)

1. PRUNING

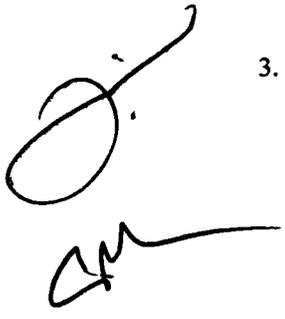
- 1.1 Begin by pruning any branches that are dead or broken. Cut them back to branch collar without causing damage to it. Flush cuts will not be accepted.
- 1.3 Secure the lower branches on the tree by tying them together, always being careful not to injure the bark with the rope.

2. BALLING

- 2.1 To determine the size of the root ball needed for transplanting, measure the diameter of the stem 12 inches above the root collar. Multiply this number by 9. This will be the size of the root ball. In other words the root ball should be 9 inches for each inch of trunk diameter.
- 2.2 In general, the height and width of the root ball should not exceed 36 inches. Specific root ball size for large field specimens and some palm species (i.e.: *Sabal*, *Bismarkia*, etc.) should be determined for each specimen particularly.
- 2.3 The first cutting of the soil to remove the root ball should be 6 inches larger than the final shape of the ball. Be sure to use a sharp instrument (shovel) to avoid chewing the soil and possibly damaging the roots. All cuts to the roots should be

done with a stainless steel cable, cables designated for this purpose, or a saw or machete in good condition.

- 2.4 The root ball is formed progressively to obtain the shape necessary. The final form should be wider at the top than at the bottom.
- 2.5 Next, protect the ball with a burlap sack or bag tied together with a rope.
- 2.6 To lift and move the tree use a backhoe and chains or slings, securing the tree by the ball and NEVER by the stem of the tree. Small trees can be lifted by hand and always by the root ball. Larger specimens may require the construction of a wooden box around the ball to allow the use of heavy equipment without perturbing the root ball.



### 3. TRANSPLANTING

- 3.1 The ball should be watered when it arrives at its new home and replanted as soon as possible to avoid dehydration.
- 3.2 The hole for planting the tree should be 12 inches larger around than the root ball. This will allow you to pour enough backfill around the ball and place the tree with the best orientation in relation to the landscaping.
- 3.3 The tree should be stabilized by securing the trunk and lower branches with cables and stakes in the ground. The fasteners should be firm, but not too tight, and should be protected with rubber or cloth against the bark of the tree so as not to cut into the stem.

### 4. MAINTENANCE

- 4.1 Water the tree frequently and in accordance with the natural requirements of the species. Maintenance should be done regularly and should include fertilizing, pruning, and spraying for infestations of insects or diseases. Maintenance shall be for a minimum period of six (6) months after the date of substantial completion of the project. Please refer to contract for exact maintenance duration period.

## H. PROTECTION AND MAINTENANCE

1. **PLANTING.** Following the completion of planting operations, provide maintenance for all plantings, i.e., material bedding, watering, adjusting guys, etc., until project completion.
2. **PLANT GUARANTEE AND REPLACEMENTS**
  - 2.1. **GUARANTEE.** Unless otherwise established in Contract. All new shrubs and ground covers planted shall have a replacement guarantee of 100 percent of the

original cost for a period of three (3) months commencing upon the date of final acceptance.

All new trees and palms planted shall have a replacement guarantee of 100 percent of the original cost for a period of six (6) months commencing upon the date of final acceptance.

- 2.2. REPLACEMENT. At the end of the guarantee period, and upon the written request, an inspection will be made by the Architect. Any plant material that is dead or not showing satisfactory growth, as determined by the Architect, shall be promptly removed and replaced by the Contractor at no extra cost to the Client. The replacement shall be of the same variety, size and character as specified for the original planting.
- 2.3 The replacements shall have the same guarantee as specified under "Guarantee".

END OF SECTION 329300

**A. GENERAL****1. RELATED DOCUMENTS**

1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.

1.2 Related Sections include following:

1.2.1 Section 329601 – “Tree Protection and Maintenance”

1.2.2 Section 329300 – “Trees, Shrubs & Ground Covers”

1.2.3 Section 329113 - "Soil Preparation"

1.2.4 Section 329200 – “Lawns”

1.2.5 Section 329602– “Landscape Maintenance and Plant Establishment”

1.2.6 Section 329603 – “Tree Removal”

**2. QUALITY CONTROL**

2.1 The Contractor, is bound to comply with Federal, PR and local laws. The following definitions apply:

2.1.1 Nursey - Company specializing in growing and cultivating the plants specified in this Section.

2.1.2 Installer - Company specializing in installing and planting the plants specified in this Section.

2.2 Samples and product data for topsoil, agricultural lime, fertilizer, mulch, plant material, jute mesh, water, soil stabilizer and miscellaneous planting material.

**B. PRODUCTS****1. LANDSCAPE MATERIALS**

1.1 Plants - True to name and size. Tag one of each bundle or lot with name and size of plants in accordance with standards or practice recommended by the American Association of Nurserymen. Container-grown plants – Determine root condition of plants furnished in containers by removal of earth from roots of not less than two plants nor more than two percent of total number of plants of each species or variety. If container-grown plants are from several different sources, examine roots of not less than two specimens of each species or variety from each source.

1.2 Plants in 1 gallon to 15 gallon containers, growbags or equivalent – Established in its delivery container size not less than four months. Plants rendered unsuitable for planting will be considered as samples; Contractor will provide replacements at no additional cost for the Client. In case sample plants are found to be

defective, entire lot or lots of plants represented by defective samples will be rejected and shall be replaced by Contactor at no extra cost to the Client.

1.3 Quality:

- 1.3.1 Healty, shapely, well-rooted, disease and insect free, not deformed or rootbound.
- 1.3.2 Grown in nurseries inspected by the PR Department of Agriculture.
- 1.3.3 Plants shall have a normal habit of growth, and shall be sound, healthy, vigorous and free of insect infestations, disease, fresh abrasions and objectionable disfigurements.
- 1.3.4 Remove rejected plants form site immediately and replaced with suitable plants.
- 1.3.5 Plant material delivered in containers larger than 15 gallon (57 L) – Certified to be established in the delivery container for not less than six months before delivery to Worksite.

2. TURF MATERIALS – see SECTION 329200
3. GREEN ROOF PRODUCT: The specified green roof system is the Danosa Caribbean, Inc. Concrete or Metal Deck Intensive (Deep) Green Roof system. This system includes, but is not limited to, a roof waterproofing membrane system, flashings, roofing accessories (primer, caulking, sealant, etc.), membrane protection, drainage mat, protection board, insulation, and growing medium (planting mix). Material should be equal to specified or similar. Similar alternatives must be of equal or better quality than specified and must be approved by designer and client/owner. See Green Roof specifications.

C. EXECUTION

- 1. LANDSCAPE PLANTING - see SECTION 329600
- 2. TURF ESTABLISHMENT – see SECTION 329200
- 3. GREEN ROOF PRODUCT – see ADDITIONAL GREEN ROOF SPECS

END OF SECTION 329600

**SECTION 329601 - TREE PROTECTION AND MAINTENANCE**

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**B. PRODUCTS**

1. WATER - Potable.
2. FERTILIZERS
  - 2.1 Soluble 20 - 20 - 20 commercial chemical fertilizer.
  - 2.2 Granular 14 - 14 - 14 commercial chemical fertilizer.
  - 2.3 Controlled Released 8 - 2 - 12+4Mg Plus Micro commercial chemical fertilizer
3. FUNGICIDE AND PESTICIDE - Selected by Contractor, EPA accepted.
4. PAINT OR TREE WOUND DRESSING - Asphaltic base paint prepared especially for tree surgery, or other accepted tree wound dressing containing no ingredients harmful to plant cambium.
5. PROTECTIVE FENCING: 4 ft. (1.2 m) fence, orange or barn red. Wooden posts holding a plastic safety mesh also accepted.
6. MULCHING MATERIAL- Use cypress or shredded hardwood as produced by a shredding machine to a size acceptable to the Owner. Shredded hardwood - Not subjected to conditions that would shorten its life or cause it to lose any of its value as mulch. Free from leaves, wood shavings, sawdust, termites, toxic substances, and any foreign materials. Rubber mulch made 100% from recycled tire buffing, organically dyed, non-toxic, also accepted. (Submittal required).



**C. EXECUTION**

1. TREE PROTECTION AND MAINTENANCE
  - 1.1 Prune tree limbs interfering with construction.
  - 1.2 When accepted by Owner, remove trees outside proposed excavation limits which are affected because of their proximity to excavation (permits may be required).
  - 1.3 Spread a 3 in. (75 mm) layer of mulching material beneath designated trees. Spread mulch in a 6 ft. (1.8 m) diameter circle around trunk of each tree.
  - 1.4 Protect tree root systems inside drip line, from smothering as a result of compaction from equipment or materials, flooding, erosion and excessive wetting caused by dewatering operations; and from runoff, spillage, and drainage of solutions containing materials deleterious to tree roots.
  - 1.5 Before commencing construction operations, install protective fencing at drip line or at construction limits, whichever is farthest from the trees, of those trees designated on drawings as existing trees to remain.

**SECTION 329601 - TREE PROTECTION AND MAINTENANCE**

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**A. GENERAL**

**1. RELATED DOCUMENTS**

- 1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.
- 1.2 Related Sections include following:
  - 1.2.1 Section 329300 – “Trees, Shrubs, and Groundcovers”
  - 1.2.2 Section 329113 – “Soil Preparation”
  - 1.2.3 Section 329200 – “Lawns”
  - 1.2.4 Section 329600 – “Landscape Planting”
  - 1.2.5 Section 329602 – “Landscape Maintenance and Plant Establishment”
  - 1.2.6 Section 329603 – “Tree Removal”

**2. DESCRIPTION OF WORK**

- 2.1 The Work specified in this Section consists of protection and maintenance of existing trees (and Palms) indicated to remain in place, including furnishing and installing protective fencing; pruning, dressing wounds, fertilizing, watering, and mulching trees; and applying pesticide and fungicide as required.

**3. QUALITY CONTROL**

- 3.1 Reference Standards - American National Standards Institute (ANSI)
  - 3.1.1 ANSI Z60.1 Nursery Stock
  - 3.1.2 ANSI Z133.1 Tree Care Operations - Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush

**4. SUBMITTALS**

- 4.1 Fertilizer: 50 lbs. (23 kg) minimum of each type, in unopened container.
- 4.2 Pesticide: 1 pint (500 mL) container.
- 4.3 Fungicide: 1 pint (500 mL) container.
- 4.4 Pruning Paint: 1 pint (500 mL) container or spray canister.
- 4.5 Application instructions for fertilizer, pesticide, fungicide, and pruning paint.
- 4.6 Mulching Material: 10 lbs. (4.5 kg) sample with source identification.

**SECTION 329601 - TREE PROTECTION AND MAINTENANCE**

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branch forks. Reduce toppling and wind damage by thinning out crowns, maintain growth within space limitations, preserve natural appearance, and balance crown with roots. Remove least desirable branch when two branches are crossing or rubbing.

3.4.2 Do not strip ("raise-up") lower branches of young trees. Retain lower branches in a "tipped back" or pinched condition, with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut flush with trunk after tree is able to stand erect without staking or other support. Remove sucker growth or water sprouts near base of trunk. Remove branches growing toward center of tree.

3.4.3 Thin out and shape evergreen and deciduous trees when necessary to prevent wind and storm damage. Prune damaged trees, and trees that constitute health and safety hazards, at any time.

3.4.4 Do not prune any tree limbs in contact with electrical wires. Do not do any work on a tree that is in contact with power lines, always assume they are powered. Notify the Owner immediately when this condition exists.

3.4.5 Branch cuts are to be made just outside trees' branch collar to avoid disturbing living wood.

3.4.6 Heavy branches are to be cut in the following three step method:

3.4.6.1 Undercut branch 1 ft. (300 mm) from trunk halfway through branch.

3.4.6.2 Cut 2" (50 mm) further out on branch from top side.

3.4.6.3 Make final cut by removing the branch stub. Make this cut next to branch collar.

3.5 Shrubs and Ground Cover

3.5.1.1 Do not clip shrubs into balled or boxed forms unless indicated or directed by the Owner.

3.5.2 Make pruning cuts to lateral branches or buds, flush with trunk. Stubbing is not permitted.

4. TREE FERTILIZATION - After pruning, fertilize designated existing trees as follows:

4.1 Apply Soluble 20 - 20 - 20 commercial chemical fertilizer following manufacturer's indications.

**SECTION 329601 - TREE PROTECTION AND MAINTENANCE**

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**2. REPAIRING DAMAGE**

**2.1 Existing Trees**

- 2.1.1 When accepted by the Owner, remove existing trees designated to remain that are damaged beyond repair by construction operations or other cause while in Contractor's custody. Removal should not represent any cost to client. (Permits may be required).
- 2.1.2 Replace removed trees with same genus, species, variety and commercially available size closest to the damaged tree. Consult Landscape Architect or client if this can not be accomplished.
- 2.1.3 Use standard planting techniques for replacement trees. Provide replacement trees with a one-year care and replacement warranty.

**2.2 Existing Tree Limbs, Branches, and Trunks**

- 2.2.1 Prune limbs and branches damaged by construction operations, or any other cause, by cutting damaged limbs and branches to healthy wood using appropriate pruning techniques (i.e.: undercut and flush cut, etc.). Seal wounds larger than 1 in. (25 mm) in diameter with tree wound dressing.
- 2.2.2 Trim bruises to sound bark and to tight cambium, and coat with tree wound dressing. If a tree limb is damaged beyond repair remove limb using appropriate pruning techniques.

**3. PRUNING TREES**

- 3.1 Existing trees designated to be protected and maintained – Prune in accordance with DRNA pruning standards and regulations for PR, using competent personnel under supervision of a licensed tree expert (Certified Arborist preferred). Notify Owner 10 days before beginning pruning work.
- 3.2 Clean up area thoroughly when pruning is completed. Re-grade and sod existing turf areas damaged by work, and leave entire area neat and clean.
- 3.3 Prune once during life of Contract.
- 3.4 Trees - As specified in USDA Forest Service Southern Region Forestry Report R8-FR-19. Follow pruning regulations by PRDNER and OGPe Chapter 47 Permit.
  - 3.4.1 Prune trees to develop permanent scaffold branches smaller in diameter than trunk or branch to which attached, vertically spaced between 1.5 ft (450 mm) and 4 ft. (1.2 m) apart and radially orientated to not overlay each other. Remove dead, dying and diseased branches, and narrow, weak V-shaped

**SECTION 329601 - TREE PROTECTION AND MAINTENANCE**

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4.2 Fertilize on an annual basis through life of Contract.

5. TREE WATERING - Water designated existing trees as follows:

5.1 Water trees as necessary during life of Contract to maintain required amount of moisture within each tree's drip line and root zone.

5.2 If required to provide appropriate moisture, water each tree within drip line at a rate of not less than 380 L per watering by means of 900 mm long, deep-root watering needle driven into ground at five random points within each tree's drip line. If leaves on upper limbs become dehydrated, apply additional water at a maximum rate of 1.9 kL per week.

END OF SECTION 329601

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A. GENERAL

1. RELATED DOCUMENTS

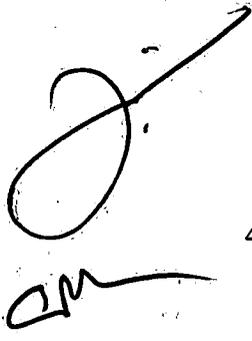
- 1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.
- 1.2 Related Sections include following:
  - 1.2.1 Section 329601 - "Tree Protection and Maintenance"
  - 1.2.2 Section 329300 - "Trees, Shrubs & Ground Covers"
  - 1.2.3 Section 329113 - "Soil Preparation"
  - 1.2.4 Section 329200 - "Lawns"
  - 1.2.5 Section 329600 - "Landscape Planting"
  - 1.2.6 Section 329603 - "Tree Removal"

2. DESCRIPTION OF WORK

- 2.1 The Work specified in this Section consists of providing labor, material, equipment and services for plant establishment, weed control, and for maintaining the landscape in an attractive condition, as specified, at all times.
- 2.2 Maintenance Period
  - 2.2.1 Landscape Maintenance period in a landscape area will begin after all landscape work required for the area is completed and accepted by the Client as Final Completion. The definition of "Landscape Area" could include portions of the entire project or all landscape work of project, refer to Contract for agreed terms and conditions. The maintenance period will continue for a continuous period of no less than 6 months after the date of landscape works final completion and acceptance. Refer to contract for exact maintenance period duration.
  - 2.2.2 Request an inspection by the Architect after planting and related landscape work have been completed.
  - 2.2.3 Improper maintenance, poor condition of planting at the end of scheduled maintenance period, or unfulfillment of specified provisions may be causes for postponement of completion date of maintenance period. Continue maintenance until Work is acceptable to the Client.

3. QUALITY CONTROL

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- 1.2 Make site available to the Client during maintenance period. Conduct maintenance operations so as to cause least possible inconvenience to the Client or other contractors.
  - 1.3 Continuously maintain indicated areas during maintenance period until final completion of Landscape Work. Include continuous operations as watering, weeding, mowing, rolling, trimming, edging, cultivating, mulching, fertilizing, spraying, insect and pest control, and seeding; ensure normal growth and plant establishment.
  - 1.4 Contractor must provide sufficient irrigation (manually or through an irrigation system if installed) throughout entire maintenance period to guarantee plant establishment and growth.
  - 1.5 Provide level of maintenance to present pleasing appearance at all times, as determined by the Client.
  - 1.6 **Planted Areas**
    - 1.6.1 Maintain planted areas free of debris, trash and weeds; cultivate planted areas as necessary to maintain planted area and to promote growth. Cut grass as specified in Section 4. Keep drain pipes, drains and street gutters free of silt and debris.
    - 1.6.2 Keep basins and areas between plants free of weeds. Use recommended, legally accepted herbicides. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent germination of weed seed.
    - 1.6.3 Apply fertilizer and herbicides as recommended in the Soils Report and as defined herein.
  - 1.7 **Shrub and Ground Cover**
    - 1.7.1 Control diseases and pests.
    - 1.7.2 Irrigate as required.
    - 1.7.3 Fertilize ground cover with appropriate product following manufacturer's directions.
    - 1.7.4 Maintain shrubs and ground cover free of weeds.
    - 1.7.5 Prune shrubs as specified in pruning section below.
    - 1.7.6 Maintain acceptable control over weeds, insects and diseases with accepted materials.

- 
- 3.1 Provide personnel experienced in landscape maintenance and ornamental horticulture.
  - 3.2 Materials - Conform to SECTION 329600, Landscape Planting.
  - 3.3 Perform progress inspections at regular intervals as specified below. Notify the Client no less than three working days before scheduled dates of inspection. Inspection schedules will be as follows:
    - 3.3.1 Immediately after the plant establishment.
    - 3.3.2 At 30-day intervals throughout maintenance period.
    - 3.3.3 Final "walk-through" 10 days before end of maintenance period.
    - 3.3.4 Reference Standards - United States Department of Agriculture (USDA) Forest Service Southern Region and the Department of Natural Resources of Puerto Rico.

4. SUBMITTALS

- 4.1 Schedule of proposed activities for the maintenance period. Document subsequent schedule changes, which are subject to acceptance by the Architect/Client.
- 4.2 Report on suitability of soils and results of soils analysis.
- 4.3 Monthly record of herbicides, insecticides and disease control chemicals used.

- 5. REPLACEMENT - During maintenance period, replace plant materials found to be dead, missing or in poor condition at no extra cost to the Client. Replace materials within 7 days of date of discovery of materials found to be dead, missing or in poor condition.

B. PRODUCTS

1. TOP DRESS FERTILIZER

- 1.1 Unless otherwise recommended in soils report, apply chemical slow release fertilizer.

C. EXECUTION

1. MAINTENANCE

- 1.1 Begin maintenance upon Final Completion and acceptance by client and continue until final completion of the Contract Work.

1.7.7 Apply fertilizers as recommended in Soils Report

1.8 General

1.8.1 Prune or trim new and existing arboreal or other tall vegetation to ensure that it does not overhang within 7 ft. (2.1 m) above sidewalks, 14 ft. (4.2 m) above roadways and within the dynamic envelope of track alignment.

1.8.2 Provide maximum safety for public.

1.8.3 Remove leaves, paper, weeds and other debris from landscaped areas and dispose off-site.

1.8.4 Clean sidewalks, roadways, and other areas affected by maintenance operations.

1.8.5 Provide notification of Specialty Type maintenance operation not less than three working days hours before each occurrence. Specialty Type maintenance operations including fertilizing, application of herbicides to pre emerging vegetation, turf aeration, turf dethatching, preventive application of turf fungicide, and replacement of annual type bedding plants.

1.8.6 Provide phone service during normal working hours. If a telephone answering service is used, ensure service is capable of contacting Contractor by radio or pager.

1.8.7 Provide an emergency number for contact outside normal working hours.

1.8.8 Apply herbicides when air currents are still; prevent drift onto adjoining properties and planting areas not designated to receive application of herbicides. Prevent toxic exposure to persons or animals in and outside grounds.

1.8.9 Provide uniforms and name badges for field personnel; identifying uniforms with name of Contractor or Subcontractor as appropriate.

1.8.10 Prune plants adjacent to roadway intersections; ensure adequate sight distances for vehicles entering intersection.

1.8.11 Prune plants to ensure traffic control signs are clearly visible to approaching drivers.

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- 1.8.12 Compile and maintain "as-built" drawings - Include irrigation systems and accurate locations of major components. (If applicable)
- 1.8.13 Pay cost of water and electricity during Contract period of construction and maintenance. Permits for water and electricity - Hold in name of Contractor during construction and maintenance period.
- 1.8.14 Reapply mulch to palms, trees, and shrubs every 3 months to ensure soil coverage, unless rubber mulch is installed. If so, rubber mulched should be added, re-arranged or replaced when soil coverage is not uniform.

1.9 Tree Maintenance

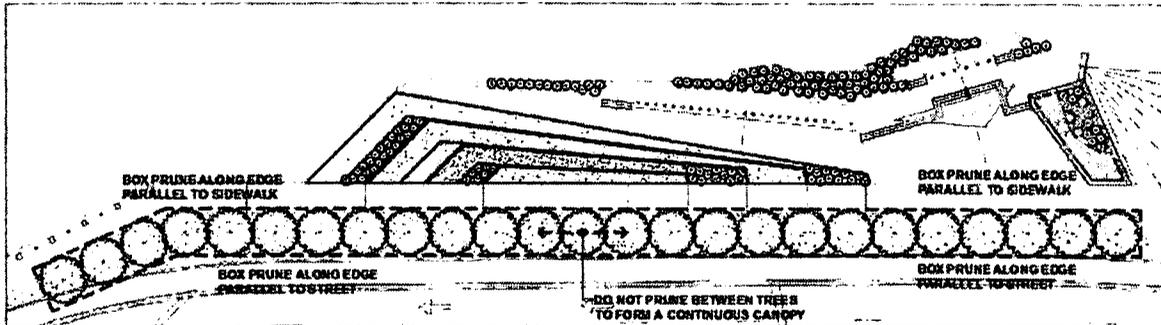
- 1.9.1 Control diseases and pests.
- 1.9.2 Remove damaged or dead branches back to points of growth without damaging branch collar.
- 1.9.3 Check guys and ties frequently; adjust to avoid chaffing and girdling trunks and branches.
- 1.9.4 Irrigate deep and heavily as required but no less than twice a week if the tree is mulched and every other day if not mulched; maintain adequate growth rate and acceptable appearance.
- 1.9.5 Prune trees to maintain health and appearance of trees and to eliminate interference with operation or flow of traffic in or out of project area.
- 1.9.6 Inspect stakes to ensure that girdling of trunks and branches does not occur; prevent rubbing that causes bark wounds. Replace broken stakes and ties with specified materials. Remove stakes as soon as no longer needed.
- 1.9.7 Mulch trees to keep down grass growth and for weed control.

2. PRUNING AND GENERAL CARE

- 2.1 Trees - As specified in USDA Forest Service Southern Region Forestry Report R8-FR-19. Follow pruning regulations by PRDNER and OGPe Chapter 47 Permit.
  - 2.1.1 Prune trees to develop permanent scaffold branches smaller in diameter than trunk or branch to which attached, vertically spaced between 1.5 ft (450 mm) and 4 ft. (1.2 m) apart, and radially orientated to not overlay each other. Remove dead, dying and diseased branches, and narrow,

weak V-shaped branch forks. Reduce toppling and wind damage by thinning out crowns, maintain growth within space limitations, preserve natural appearance, and balance crown with roots. Remove least desirable branch when two branches are crossing or rubbing.

- 2.1.2 Do not strip ("raise-up") lower branches of young trees. Retain lower branches in a "tipped back" or pinched condition, with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut flush with trunk after tree is able to stand erect without staking or other support. Remove sucker growth or water sprouts near base of trunk. Remove branches growing toward center of tree.
- 2.1.3 Thin out and shape evergreen and deciduous trees when necessary to prevent wind and storm damage. Prune damaged trees, and trees that constitute health and safety hazards, at any time.
- 2.1.4 Do not prune any tree limbs in contact with electrical wires. Notify the Client immediately when this condition exists.
- 2.1.5 Branch cuts are to be made just outside trees' branch collar to avoid disturbing growing tissue.
- 2.1.6 Heavy branches are to be cut in the following three step method:
- 2.1.6.1 Undercut branch 1 ft. (300 mm) from trunk halfway through branch.
  - 2.1.6.2 Cut 2" (50 mm) further out on branch from top side.
  - 2.1.6.3 Make final cut by removing the branch stub. Make this cut next to branch collar.
- 2.1.7 Trees specified below shall be pruned in a boxed form on the exterior sides parallel to the street and sidewalk. Do not prune between each other, so they form a continuous canopy. (See image below)
- *Azadirachta indica* (Neem trees) specified on page LS-210 and LS-211



2.1.7.1 Ensure area free of branches of 7' above sidewalk.

2.2 Shrubs and Ground Cover

2.2.1 Do not clip shrubs into balled or boxed forms unless indicated or directed by the Client.

2.2.2 Shrubs specified below should be pruned selectively, eliminating branches inclined towards sidewalks and streets. Do not prune into balled or boxed forms.

- *Chrysobalanus icaco* (Red Tip Coco Plum)
- *Conocarpus erectus* 'Silver' (Silver buttonwood)
- *Coccoloba uvifera* (Sea grape)
- *Bougainvillea glabra* (Trinitaria)
- *Strelitzia 'reginea'* (Birds of Paradise)

2.2.3 Make pruning cuts to lateral branches or buds, up to branch collar. Flush cuts will not be allowed. Stubbing is not permitted.

3. PLANT ESTABLISHMENT

3.1 Plant establishment period - At least 180 calendar days; complete before the Client final inspection of Work. Refer to contract for exact duration of maintenance period.

3.2 Extend plant establishment period when plants have not reached specified criteria, as determined by the Client.

3.3 Trees and shrubs, and ground covers planted from flats and rooted cuttings - Show no evidence of die-back at the end of establishment period.

- 3.4 Replace dead and missing shrubs and trees, and shrub and trees showing evidence of die-back, with new, vigorous, healthy plants.

4. FERTILIZATION

- 4.1 Unless otherwise specified in Project Topsoils Report, fertilize planting areas as follows:
  - 4.1.1 At end of first 30 days, and at 30 day intervals thereafter, apply top dress fertilizer.
  - 4.1.2 At end of maintenance period, and at 30 day intervals thereafter if maintenance period is extended, apply top dress fertilizer.
  - 4.1.3 Apply slow release fertilizer to palms and trees no less than two times each year and following soil test recommendations, irrigation schedule and product specifications.
  - 4.1.4 After application of fertilizer, water down affected area thoroughly.
- 4.2 Do not apply granular fertilizer directly to root ball and base of main stem; spread fertilizer evenly under plant within drip line.



END OF SECTION 329602

## SECTION 329603 - TREE REMOVAL

### A. GENERAL

#### 1. RELATED DOCUMENTS

- 1.1 Drawings and general provisions of the Contract, including the General Conditions, Supplementary General Conditions (if applicable), Special Conditions (if applicable), Supplementary Special Conditions (if applicable) and all Landscape Specifications sections, apply to the Work of this Section.
- 1.2 Related Sections include following:
  - 1.2.1 Section 329601 – “Tree Protection and Maintenance”
  - 1.2.2 Section 329300 – “Trees, Shrubs, and Groundcovers”
  - 1.2.3 Section 329113 – “Soil Preparation”
  - 1.2.4 Section 329200 – “Lawns”
  - 1.2.5 Section 329600 – “Landscape Planting”
  - 1.2.6 Section 329602 – “Landscape Maintenance and Plant Establishment”

#### 2. DESCRIPTION OF WORK

- 2.1 The Work specified in this Section consists of the removal of existing trees indicated to be removed in the chapter 47 OGPe permit (Autorización de Corte, Poda y Forestación or ACP), to be submitted by the client.

#### 3. QUALITY CONTROL

- 3.1 Reference Standards - American National Standards Institute (ANSI)
  - 3.1.1 ANSI Z133.1 Tree Care Operations - Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush

### B. EXECUTION

#### 1. TREE REMOVAL

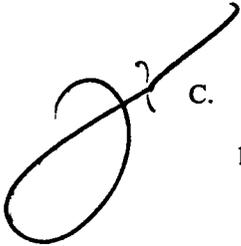
- 1.1 Only remove trees specified for removal.
- 1.2 Verify trees specified for removal are included as such in the OGPe Chapter 47 permit submitted by the owner.
- 1.3 Protect trees and tree root systems of those trees designated on drawings as existing trees to remain.
- 1.4 Before commencing construction operations, install protective fencing at drip line or at construction limits whichever is farthest from the tree trunk, of those trees designated on drawings as existing trees to remain.

2. DISPOSAL. Shred and legally dispose any vegetative material that results from tree removal.

**SECTION 329603 - TREE REMOVAL**

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3. **REPAIRING DAMAGE.** If damage is caused to existing infrastructure while removing trees or palms, these should be returned to existing condition with no added cost to owner.
  
4. If the Contract suspect or consider that a tree will be damaged by the proposed work and that tree is not included in the OGPe Chapter 47 permit or it is included as a tree to remain, and before any action is taken against the tree specimen, the OGPe Authorized Inspector contracted by the Client should be notified so the appropriate procedures can be followed and have the new proposed action authorized by OGPe. Removal of trees not authorized by the OGPe Chapter 47 permit will increase planting plan by two to four new trees and could derive in further legal actions by OGPe of DRNA. All consequences of unauthorized tree removal will fall on the Contractor with no cost to the Client.



C. **REFORESTATION**

- 1.1 A Reforestation Plan must be implanted immediately after project site work and structure construction concluded.
  
- 1.2 Reforestation must minimally follow instructions and requirements stated in the OGPe chapter 47 Permit and Reforestation Plan provided by owner.
  
- 1.3 The Landscape Contractor must verify if any portion of the Reforestation Plan is not comprised within the Landscape Plan and/or the Wetland Mitigation Plan whichever applies.

END OF SECTION 329603

SECTION 087111 - DOOR HARDWARE (SCHEDULED BY NAMING PRODUCTS)

**Hardware Set 1**

3 EA	BUTTS	ECBB1101 4.5 X 4.6 NRP	26D	HAG
1 EA	LOCKSET	3580 WTN	26D	HAG
1 EA	DOOR CLOSER	5300 MLT	ALM	HAG
1 EA	WALL STOP	232W	26D	HAG
3 EA	SILENCERS	307D	-	HAG

DOOR # 1

**Hardware Set 2**

6 EA	BUTTS	ECBB1101 4.5 X 4.6 NRP	26D	HAG
2 EA	FLUSH BOLT	282D	26D	HAG
1 EA	LOCKSET	3580 WTN	26D	HAG
1 EA	DOOR CLOSER	5300 MLT	ALM	HAG
2 EA	KICK PLATE	190S 10" X 1" LDW	32D	HAG
2 EA	FLOOR STOP	242F	26D	HAG
2 EA	DOOR BOTTOM	412 PKL	A	PEM
1 EA	SEAL	S88	D	PEM

DOOR # 2

**Hardware Set 3**

1 PRS	MORTISE CYL	41 101	26D	SAR
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HARDWARE BALANCE BY DOOR MFG

DOOR # 3, 4, 5, 6

**Hardware Set 4**

1 EA	PADLOCK	758 HSC	-	SAR
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HARDWARE BALANCE BY GATE MFG

DOOR # G1, G2, G3

**Hardware Set 5**

3 EA	BUTTS	ECBB1101 4.6X 4.5 NRP	26D	HAG
1 EA	LOCKSET	3680 WTN	26D	HAG
1 EA	DEADBOLT	3214	26D	SAR
1 EA	DOOR CLOSER	5300 MLT	ALM	HAG
1 EA	WALL STOP	232W	26D	HAG
1 EA	LATCH PROTECTION	345D	32D	HAG
1 EA	THRESHOLD	271	A	PEM
1 EA	DOOR BOTTOM	3452 V	A	PEM
3 EA	SILENCERS	307D	-	HAG

DOOR # 7

**REFERENCE**

HAG = Hager Mfg  
 SAR = Sargent Mfg  
 PEM = Pemko Mfg



**ADDENDUM 3**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

A: Todos los Proponentes

Fecha: 8 de octubre de 2014

La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 3* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV Municipio de San Juan. Esto con el propósito de incluir información adicional a los pliegos de subasta emitidos el 22 de septiembre de 2014 y posponer la fecha de entrega de propuestas para el viernes, 17 de octubre de 2014 en o antes de las 10:00 a.m.

Documentos incluidos en este *Addendum*:

1. Instrucciones al Proponente Revisadas.
2. Estudio Geotécnico:

Número	Descripción
01.	<i>Foundation Recommendations - Lateral Loads and Vibration Monitoring.</i>
02.	<i>Foundation Recommendations for Small Retaining Walls with Figure.</i>

3. Dibujos Aclaratorios:

Número	CD	Descripción
01.	CD-1	<i>Partial Phase VI.A And Puerto Rico Highway And Transportation Authority (P.R.H.T.A.) Project Enlarged Plan</i>
02.	CD-1A	<i>Partial Phase VI.A and P.R.H.T.A. Project Enlarged Plan - Continuation</i>
03.	CD-1B	<i>Partial Phase VI.A and P.R.H.T.A Project Detail</i>

4. Planos de Construcción:

A. Se sustituyen las siguientes hojas como parte del *Addendum 3* a los documentos de construcción.

Página	Hoja de Plano	Descripción
263 de 316	S-001	- Se añadió la nota "D" en la sección <i>B. Design Criteria</i> , subsección 4. <i>Geotechnical Recommendations</i> .

Página	Hoja de Plano	Descripción
		- Se añadieron los criterios para las pruebas de hormigón en la nota #5 en la sección <u>D. Concrete</u> .
		- Se eliminó la nota #12 en la sección <u>E. Reinforcing Steel</u> .
264 de 316	S-101	- Se añadieron notas. Ver Plano. - Corrección en el detalle 3/S-101. - Corrección en la sección C/S-101.
265 de 316	S-501	- Se añade la elevación lateral en el detalle 4/S-501. - Corrección en los detalles marcados 5/S-501 y 6/S-501.
266 de 316	S-502	- Corrección en el detalle marcado 1/S-502 y secciones A/S-502 y B/S-502. - Corrección en el detalle marcado 2/S-502. - Corrección en los detalles 4/S-502. - Corrección en el detalle marcado 6/S-502. - Corrección en los detalles marcados D/S-502.

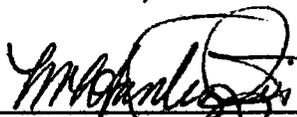
B. Se añaden las siguientes hojas como parte del *Addendum 3* a los documentos de construcción.

Número	Hoja de Plano	Descripción
01.	S-503	- <i>Structural Details</i>

El licitador acusará recibo de este *Addendum 3* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 3* se envía mediante correo electrónico y no tendrá que ser recogido en nuestras oficinas. Todo lo demás dispuesto en las Instrucciones al Proponente, incluyendo el *Addendum 1*, el *Addendum 2* y este *Addendum 3* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio.

Cordialmente,



Sra. María L. Santiago Rivera  
 Presidenta  
 Junta de Subastas



Aida M. Oquendo Gaulau, AIT  
 Coordinadora de Proyecto



COMMONWEALTH OF  
**PUERTO RICO**  
Puerto Rico Infrastructure  
Financing Authority

**PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

**AFI-BP-15-05-PASEO**

**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV**

**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

**INSTRUCTIONS TO PROPONENTS**

Revised Issued Date, October 8, 2015

**Addendum 3**

Instructions to Proponents Revised

AFI-BP-15-05-PASEO

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## INSTRUCTIONS TO PROPONENTS

### PART I - Definitions

#### 1. TERMS

Some of the terms used in these Instructions to Proponents are defined in the document entitled "Uniform General Conditions" which is part of the Contract Documents attached herein. Certain additional terms 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 Architect/Engineer, the authority or their authorized representative before execution of the Construction Contract that modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
  - 1.2 **Agreement For Construction** - the Contract, including all its attachments and RFP Documents, to be executed between PRIFA and the Successful Proponent for the services procured hereunder, a sample of which is attached hereto.
  - 1.3 **Alternate Bid** - (or Alternate) is an amount stated in the Proponent to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
  - 1.4 **Authorized Representative** - person authorized to bind and represent the Proponent in matters relating the Request for Qualification, the RFP, the Contract and the person authorized to sign the project.
  - 1.5 **Base Proposal Price** - Is the sum stated in the Proponent for which the Proponents offers to perform the Work described in the Proposal Documents as the base, to which work may be added or from which Work may be deleted for sums stated in Alternate Bids.
  - 1.6 **Best Value** - a procurement process that will be used to select the General Contractor whereby the responsive Proponent may be selected on the basis of technical criteria as well as price with the resulting selection representing the best combination of both. This process allows the PRIFA to award to the most technically qualified Proponent having the most acceptable price.
  - 1.7 **Bid / Proposal** - is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. The term Bid, as herein defined, is in agreement with the Proposal or Quotation or Bid definition included on PRIFA's Regulations for Procurement, Reg. No. 5853.
  - 1.8 **Breakdown (Price Breakdown)** - Total price of a Proposal separated into its elements and listed under descriptive headings such as: (site works, civil works, architectural works, etc.).
  - 1.9 **Bidder or Proponent** - a prequalified individual, partnership, corporation, or other entity which submits a Bid directly to PRIFA. The term Bidder, as herein defined, is in agreement with Bidder or Proponent definition included on PRIFA's Regulations for Procurement, Reg. No. 5853.

- 1.10 **Competitive Range** - is a range of qualified Proposals for the RFP that uses the Evaluation Committee for negotiation procedures outlined in the RFP. The Evaluation Committee determines the competitive range based on the ratings of each proposal Base Proponent Price against all evaluation criteria. The competitive range comprises those bidders who get the lowest **Price per Score Points (Best Value)** as per Regulation 5853.
- 1.11 **Contract** - As defined in Article 1.1.1.13 of the Uniform General Conditions.
- 1.12 **Contractor Breakdown** - Refer to definition 2.5
- 1.13 **Contract Documents** - All of the documents that make up the Contract between PRIFA and the Successful Bidder. As defined on Article 1.1.1.14 of the Uniform General Conditions and on the Supplementary Conditions (if applicable).
- 1.14 **Evaluation Committee** - The Committee that will be reviewing the technical information and prices submitted by all Proponents, and making an award recommendation to the Board of Awards.
- 1.15 **Final Acceptance** - Refer to section 1.1.1.37 of the Uniform General Conditions.
- 1.16 **Final Completion** - The completion of all work in accordance with all terms and conditions of the Contract Documents and acceptance thereof after final inspection, which shall be achieved by the General Contractor no later than sixty (60) calendar days after Substantial Completion. Refer to contract agreement for other terms and conditions concerning Final Completion.
- 1.17 **General Contractor** - Successful Proponent with whom PRIFA enters into a Contract.
- 1.18 **Instructions to Proponents** - A set of instructions which are part of the Proposal Documents issued by PRIFA for a proposal.
- 1.19 **Must or Shall** - When the ITP specifies that a bidder "**must**" or "**shall**" do or submit anything it means that failure to do so will result in the proposal being rejected whether at the time of submittal or during the subsequent evaluation.
- 1.20 **Notice of Award** - the written notice issued by PRIFA, indicating the Successful Proponent as per the result of the Best Value Process as described herein.
- 1.21 **PRIFA o Authority** - It means "Autoridad para el Financiamiento de la Infraestructura" or Puerto Rico Infrastructure Financing Authority. It was created in accordance with Law Number 44 of June 21, 1988, as amended.
- 1.22 **PRIFA's Offices** - PRIFA's headquarters located at 268 Muñoz Rivera Avenue, World Plaza, Twelfth Floor, Hato Rey Puerto Rico, from which the Proposal Documents are to be issued and where the bidding procedures are to be administered.
- 1.23 **Project - (AFI-BP-15-05-PASEO) Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & IV** (overall, the PRIFA Project).

**Addendum 3**

Instructions to Proponents Revised

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV

Municipality of San Juan, Puerto Rico

~~Revised Date: 05/05/2015~~

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- 1.24 **Project's Construction Approach (PCA)** - refers to the Proponent's understanding of the project, proposed execution strategy and overall plan for the project's management and construction. Proponent must be able to answer and provide for the requirements as per Section 22. This will be explained through the drafting of a narrative description called **Statement of Project Understanding (SPU)**.
- 1.25 **Proponent** - See section 1.9. The term Proponent and Bidder are used in this document indistinctively.
- 1.26 **Proposal Documents** - Collectively, these Instructions to Proponents, the Exhibits hereto (including, without limitation, the Proposal Form and the Statement of Proponent), and the Contract Documents (including, without limitation, the General Conditions). Those documents can be provided by PRIFA in an electronic media format of text, data, graphics, and the like.
- 1.27 **Proposal Due Date** - the date and time on which the Bids are due. Bids received after the stipulated date and time will not be accepted.
- 1.28 **Proposal Form** - The form document entitled "Proposal Form" attached hereto as Exhibit A.
- 1.29 **Review Meeting** - meeting in which a Proponent within the Competitive Range will be invited to discuss, with Evaluation Committee, the information submitted within the Proposal.
- 1.30 **RFP** - Request for Proposal.
- 1.31 **Regulations** - PRIFA's Regulations for Procurement, Reg. No. 5853.
- 1.32 **Statement of the Proponent** - The form document entitled "Statement of the Proponent" attached hereto as Exhibit B.
- 1.33 **Sub-Contractor** - One who tenders to a bidder on a prime contract, a proposal to provide materials, equipment and/or labor for a portion of the Work.
- 1.34 **Substantial Completion** - refer to section 1.1.1.79 of the Uniform General Conditions for Public Works Contracts in Puerto Rico.
- 1.35 **Successful Bidder** - The Technically Qualified Bidder with the "Best Value" bid/proposal to whom PRIFA (on the basis of PRIFA's evaluation as hereinafter provided) awards the Contract.
- 1.36 **Technically Qualified Bidder** - means a responsible and responsive Proponent whose proposal meets the requirements of these Instructions to Proponents (ITP) and whose evaluation by PRIFA indicates that the award of the Contract to such Proponent will be in the best interest of the Project and according to Best Value total score.
- 1.37 **Unit Price** - Is an amount stated in the Proposal as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Proposal Documents.

**END OF PART I**

**Addendum 3**

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~~Revised Date: October 2019~~

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## **PART II - Project Scope**

### **2. INTRODUCTION**

In accordance with Act No. 44 of June 21, 1988, as amended, and Regulations for Procurement 5853 of Puerto Rico Infrastructure Financing Authority (PRIFA) for Regulations for Procurement approved September 9, 1998, the PRIFA's is requesting competitive proposals from contractors, for the project referenced above.

Paseo Puerta de Tierra purpose is to create an urban space for the recreation, enjoyment and service of general public and to promote cultural, social and economic development of Puerta de Tierra. The project will consist of a circuit type route connecting El Condado and San Juan. The route will provide a secure pedestrian walkway, an independent and safe bicycle lane, together with the creation of open landscaped spaces.

**Phase III** consists in the transformation of the area known as Las Uvitas or Paseo de los Enamorados into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of approximately 6,000 square feet with balconies and terraces distributed in two levels.

**Phase IV** is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of Parque del Tercer Milenio to the area in front of El Capitolio. This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be done in accordance to contract documents.

#### **2.1 Restricted Parties**

Restricted Parties, their respective directors, officers, partners, employees, and Affiliates are not eligible to participate as a Proponent or as a Proponent Team Member or advice any Proponent or Proponent Team Member, directly or indirectly, or participate in any way as an employee, advisor, and consultant or otherwise in connection with any Proponent. Each Proponent will ensure that neither the Proponent nor any Proponent Team Member uses, consults, includes, or seeks advice from any Restricted Party. The following Restricted Parties have been identified for the Project:

- 2.1.1 MHS&J, LLC;
- 2.1.2 Hage Consulting Group, PSC;
- 2.1.3 Suárez Nieves, PSC;
- 2.1.4 SCF Arquitectos, SRL;
- 2.1.5 Or any subsidiary of the above mentioned companies

2.2 The Authority may expand the list of Restricted Parties through addenda.

**Addendum 3**

Instructions to Proponents Revised

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Revised Proposal Submittal Due Date

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**3. SCOPE OF WORK**

3.1 Refer to Exhibit H - Scope of Work.

**4. SCHEDULE**

4.1 A summary schedule of major activities associated with this RFP is presented here on **Table 1**. The dates and activities are subject to change and may be revised through the issuance of Addendum to this RFP.

<b>ACTIVITY</b>	<b>SCHEDULE</b>		
RFP Invitation	Tuesday	September 16, 2014	***
RFP Documents Availability	from Monday	September 22, 2014	10:00 p.m.
	until Tuesday	September 23, 2014	4:00 p.m.
Mandatory Pre-Bid Conference	Tuesday	September 23, 2014	10:00 a.m.
Mandatory Site Visit	Tuesday	September 23, 2014	2:00 p.m.
RFP Questions Deadline	Tuesday	September 30, 2014	4:00 p.m.
Revised Proposal Submittal Due Date	Friday	October 17, 2014	1:00 p.m.

4.2 **Pre-Bid Conference** - Representatives of PRIFA will be present to discuss the Project during the **Mandatory Pre-Bid Conference**. Proponents are required to attend and participate at the Pre-Bid Conference. Minutes of Pre-Bid Conference or meeting will be part of the proposal documents. PRIFA's Representative will transmit to all prospective Proponents record of such as part of the Addenda, as PRIFA may deem necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

4.3 Complete sets of the RFP Documents may be obtained by prospective Proponents at PRIFA's Offices for the sum of **two hundred and fifty dollars (\$250.00)**.

4.4 Prospective Proponent must comply with the purchase of RFP Documents. In accordance with Section 1.3.5 of Regulations, PRIFA reserves the right to establish procedures that are fair to proposers and are designated to lead to the selection of the Proposal most beneficial to the Authority.

4.5 Complete sets of RFP Documents must be used in preparing Proposals. Neither PRIFA nor PRIFA's Representative assumes any responsibility for any errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

4.6 PRIFA and PRIFA's Representative, in making copies of RFP Documents available on the above terms, do so only for the purpose of obtaining Proposals for the Contract and do not confer or grant a license or other right in or with respect to the RFP Documents for any other purpose.

## 5. CONTRACT TIME

5.1 The Work is to be performed according to the following contract schedule:

5.1.1 **Substantial Completion:** five hundred and ten (510) calendar days after Notice to Proceed.

5.1.1.1 **Construction Mobilization:** fourteen (14) calendar days after Notice to Proceed (NTP).

5.1.1.2 **Starting date for Lead and Asbestos Abatement:** twenty one (21) calendar days after NTP.

5.1.2 **Final Completion:** sixty (60) calendar days after Substantial Completion.

5.1.3 **Administrative Closing:** one hundred and eighty (180) calendar days after Final Completion.

5.1.4 **Contract Time or Period:** seven hundred and fifty (750) calendar days after the NTP.

## 6. LIQUIDATED DAMAGES AND PENALTIES

6.1 It is advised that failure to complete the work within the Substantial Completion Date will be subject to the application of Liquidated Damages as per Section 9.5 Liquidated Damages of the Uniform General Conditions.

6.1.1 Final Completion of the Work shall be achieved not later than sixty (60) calendar days following the date of achievement of Substantial Completion. The Contractor must correct the deficiencies identified in the Punch List within a period of **sixty (60) calendar days** from the Substantial Completion Date, otherwise, PRIFA will apply a penalty of **eight hundred dollars (\$800.00)** per each day of delay without further notice.

6.1.2 It is advised that failure to complete the **Construction Mobilization** and **Lead and Asbestos Abatement** work within the time established in Sections 5.1.1.1 and 5.1.1.2 will result in the application of penalties in the amount of **five hundred dollars (\$500.00)** for each end every calendar day that said work is not completed.

## 7. RETAINAGE

7.1 Provisions concerning retainage are set forth principally in Section 13.2.2 of the General Conditions. The amount of retainage with respect to progress payments is **ten percent (10%)** of each partial payment made to the Contractor.

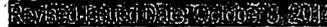
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## 8. AVAILABILITY OF THE PREMISES

8.1 The premises upon which the Work is to be performed, the rights-of-way and the easements for access thereto are identified in the Contract Documents. Any easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the available funds for the program, unless otherwise provided in the Contract Documents. Any additional premises to be used as staging area shall be paid for by the awarded Proponent.

## 9. COORDINATION OF WORK

9.1 The Contractor will be responsible for constructing the Work in a manner so as to ensure proper compatibility of the Work and coordination of Work activities and Site access with the work of Other Contractors performing work in connection with the Project or in the immediate vicinity of the Site unrelated to the Project.

## 10. PROPOSAL SECURITY

10.1 Each Proposal must be accompanied by proposal security made payable to PRIFA in the amount of **five percent (5%)** of Proponent's maximum Proposal price and in the form of a certified or bank check or a Proposal Bond, in the form attached hereto as **Exhibit F**, issued by a surety meeting the requirements of Section 5.5 of the Regulations.

10.2 All Proposals will remain subject to acceptance for **ninety (90) days after the Proposal Due Date**, but PRIFA may, in its sole discretion, release any Proposal and return the related proposal security prior to that date.

10.3 The Proposal Security of the Successful Proponent will be retained until such Proponent has (a) executed the PRIFA-Contractor Agreement, (b) furnished the Performance Bond and the Payment Bond, the Contractor Insurance Policies, and the Tax Certifications as required by the Contract Documents, and (c) met all other conditions of the Notice of Award, whereupon the proposal security will be returned. If the Successful Proponent fails to execute and deliver the PRIFA-Contractor Agreement and furnish the Performance Bond and the Payment Bond, the Contractor Insurance Policies, and the Tax Certifications within fifteen (15) days after the date of issuance of the Notice of Award, PRIFA may annul the Notice of Award and the proposal security of the Successful Proponent will be forfeited. The proposal security of Proponents whom PRIFA believes to have a reasonable chance of being awarded the Contract may be retained by PRIFA. Proposal security will be retained until the earlier of the seventh (7th) day after PRIFA-Contractor Agreement effective date or the thirty-sixth (36th) day after Proposal Due Date, whereupon the proposal security furnished by such Proponents will be returned. Proposal security submitted with Bids which are not competitive will be returned by PRIFA within seven (7) days after Proposal Due Date.

## 11. INSURANCE

11.1 Refer to Supplementary Conditions and Uniform General Conditions. All required contract insurance costs are part of the Proposal and shall be included in the unit prices.

## 12. SURETY

- 12.1 Performance Bond in the amount of one hundred percent (100%) of the contract price in favor of the Authority as security for the faithful performance of all of Supplier's obligations under the Contract Documents. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier shall furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds shall be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.
- 12.2 A Payment Bond in the amount of one hundred percent (100%) of the contract price in favor of the Authority as security for the payment of all Supplier's obligations under the Contract Documents. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier shall furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds shall be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.
- 12.3 A separate and additional Salaries Bond in an amount equal to twenty percent (20%) of the Contract Price, payable to the Secretary of Labor of the Commonwealth of Puerto Rico to guarantee payment to laborers and employees of Supplier as required by Act No. 111, approved June 22, 1961.
- 12.4 The Successful Proponent will be responsible to purchase and maintain the Replacement Bond required by the Commonwealth of Puerto Rico Department of Transportation and Public Works (DTOP), needed for the Agency's Construction Permit.
- 12.5 All bonds shall be submitted by Proponent/Supplier shall be accompanied with the following documents:
- 12.5.1 Power of Attorney in Fact;
  - 12.5.2 Acknowledgement of Surety;
  - 12.5.3 Copy of license issued by the Office of the Insurance Commissioner or P.R.;
  - 12.5.4 All bonds shall be furnished using official forms provided by the Puerto Rico Infrastructure Financing Authority;
  - 12.5.5 All bonds and insurance required by the Contract Documents to be purchased and maintained by Supplier shall be obtained from surety or insurance companies that are duly licensed or authorized in the Commonwealth of Puerto Rico to issue bonds or insurance policies for the limits and coverage's required; and

**Addendum 3**

Instructions to Proponents Revised

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV

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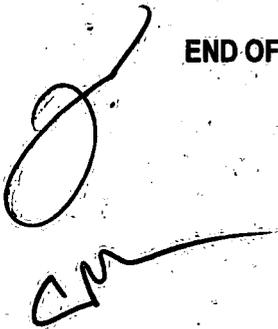
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12.5.6 The Supplier shall furnish payment certification and original certificates of insurance for all policies, signed by an authorized representative of insurer, showing all required coverage.

**13. TAXES**

13.1 All Proponents shall consider on their Proposal the cost of municipal taxes (*Arbitrios de Construcción y Patentes Municipales*), and shall be included in their unit prices. Refer to Uniform General Conditions.

**END OF PART II**

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## PART III - Requirements and Procedures

### 14. PROPONENT'S REPRESENTATION

The Proponent by making a Proposal represents that:

- 14.1 The Proponent has read and understands the RFP Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the Project, if any, being proposal concurrently or presently under construction.
- 14.2 The Proposal is made in compliance with the RFP Documents.
- 14.3 The Proponent has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proponent's personal observations with the requirements of the proposed Contract Documents.
- 14.4 The Proposal is based upon the materials, equipment, and systems required by the RFP Documents without exception.
- 14.5 The Proposal shall be considered only from Proponents which submit their Proposal by the "Proposal Due Date"; Proponent who meet the RFP requirements defined in the "Proposal Checklist"; and Proponents that submit all required documentation as requested under this RFP. In determining a Proponent's responsibility and ability to perform the Contract, PRIFA has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proponent, the Proponent's record with environmental regulations, and the claims/litigation history of the Proponent. The PRIFA reserves the right to consider third-party information (e.g., PRIFA Financial Consultants or similar) in determination of capacity.
- 14.6 The Proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily execute the work and provide the services required herein. In addition to other financial documents required to be submitted, Proponent shall provide with the RFP response proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Proponent to be capable of meeting the requirements of this RFP. PRIFA reserves the right to consider third-party information (e.g., PRIFA Financial Consultant or similar) in determination of capacity. Any Proponent who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.
- 14.7 It is the responsibility of each Proponent before submitting a Proposal:
- 14.7.1 To examine thoroughly the RFP, other related data, and any issued Addendum.

Addendum 3

Instructions to Proponents Revised

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14.7.2 To consider applicable laws that may affect cost, progress, performance or furnishing of the work. To study and carefully correlate Proponent's knowledge and observations with the RFP Documents and such other related data.

14.7.3 To notify the Board of Awards in writing, within 24 hours of the receipt of these documents, of any conflicts, errors, ambiguities, or discrepancies that Proponent may become aware of within the RFP Documents, related data, and any issued Addendum.

14.8 A Proposal submitted by a Proponent, which is:

14.8.1 **Corporation:** must be executed in the Proponent's corporate name by its president, the vice-president, or other authorized representative accompanied by evidence of authority to sign for such document; and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The Proponent's corporate address and state of incorporation must be shown below the signature.

14.8.2 **Partnership:** must be executed in the Proponent's partnership name by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

14.8.3 **Proponents which are not organized** under the laws of the Commonwealth of Puerto Rico must provide evidence of authority to conduct business as an out-of-state entity in Puerto Rico.

15. RFP EXAMINATION OF DOCUMENTS AND SITE

It is the responsibility of each Proponent before submitting a Proposal:

15.1 To examine thoroughly the Contract Documents and other related data identified in the RFP Documents.

15.2 To visit the Site to become familiar with, and satisfy Proponent as to, the general, local, and Site conditions that may affect cost, progress, performance or furnishing of the Work.

15.3 To consider Applicable Laws that may affect cost, progress, performance, or furnishing of the Work. To study and carefully correlate Proponent's knowledge and observations with the Contract Documents and such other related data.

15.4 To promptly notify PRIFA's Representative in writing of all conflicts, errors, ambiguities, or discrepancies which Proponent has discovered in or among the Contract Documents and any other related data or documents.

15.5 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 PRIFA and PRIFA's Representative by the owners of such underground utilities or others. PRIFA and PRIFA's Representative do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents.

15.6 Provisions concerning responsibilities for the adequacy of data furnished to prospective Proponents 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.

15.7 Before submitting a Proposal, each Proponent will be responsible for obtaining such 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 Proponent and safety precautions and programs incident thereto, or which Proponent deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

15.8 The submission of a Proposal will constitute an incontrovertible representation by Proponent that (a) Proponent has complied with every requirement of this Section, (b) without exception, the Proposal 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) Proponent has given PRIFA's Representative written notice of all conflicts, errors, ambiguities, and discrepancies that the Proponent has discovered in or among the Contract Documents and any related data and documents, and the written resolutions thereof by PRIFA's Representative is acceptable to Proponent, 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.

## 16. CORRESPONDENCE AND COMMUNICATIONS

16.1 Inquiries and communications regarding the RFP must be submitted by the Proponents to the PRIFA in writing and will be sent via electronic mail (email), to the address describe below:

16.1.1 Electronic mail to: [subastas@afi.gobierno.pr](mailto:subastas@afi.gobierno.pr)

16.2 All inquiries and correspondence regarding the RFP should be identified as follows:

16.2.1 (AFI-BP-15-05-PASEO) Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV Municipality of San Juan, Puerto Rico <SPECIFIC TOPIC OF COMMUNICATION>.

**Addendum 3**

Instructions to Proponents, Revised

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- 16.3 Any violation of this policy regarding communications may be ground for rejection of an RFP at any time.
- 16.4 **Prohibited Communications:** All communications with PRIFA regarding this RFP will be made in accordance with Section 16. No Proponent, agent, contractor, attorney, or anyone acting on behalf of the Proponent will undertake any other communication related to this RFP with PRIFA.
- 16.5 PRIFA is committed to a fair, open process for prospective Proponents to receive information about the competitive solicitation process. Prospective Proponents and any Proponent's Team members will not discuss or communicate, directly or indirectly, with any other prospective Proponent(s) or any director, officer, employee, consultant, advisor, agent or representative of any other prospective Proponent, including any Proponent's team(s) member(s) of such other prospective Proponent regarding the preparation, content or representation of their Proposal. Proposals will be submitted without any connection (i.e. arising through an equity interest [other than an equity interest that does not represent a controlling interest in an entity, as determined by PRIFA from time to time in or of a prospective Proponent]), knowledge, comparison of information, or arrangement, with any other prospective Proponents or any director, officer, employee, consultant, advisor, agent or representative of any prospective Proponent, including any Proponent's Team member of such other prospective Proponent.
- 16.6 Any violation of the restriction imposed by this Section regarding communications may constitute grounds for disqualification at any time.

**17. QUESTIONS AND REQUESTS FOR INTERPRETATION OR CLARIFICATION**

- 17.1 All questions about the meaning or intent of RFP Documents shall be addressed to PRIFA, as specified in Section 19.5. Interpretations or clarifications considered necessary by PRIFA in response to such questions will be issued via Addenda and mailed or delivered to all parties recorded by PRIFA as having purchased the RFP Documents and complied with meetings. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 17.2 By no later than RFP Questions Due Date (as per Section 4) proponents may request, in writing, a clarification or interpretation of any aspect of any requirement contained in this RFP. In the Request for Information Template included in the RFP documents. Request for Information Template shall be sent in Word and PDF formats. Written requests shall be transmitted in accordance with Section 16. The Proponent making the request is responsible to confirm its proper delivery.
- 17.3 In order to allow adequate time for PRIFA to respond, any such written requests should be submitted to PRIFA no less than the date established in Section 4. This will allow PRIFA a reasonable period of time to evaluate requests and formulate responses. RFI's received later than the date established, may not be answered.

- 17.4 If a Proponent believes that specific matters are not sufficiently described or explained in this ITP, or that a conflict or discrepancy exists within the RFP Documents, or with any local or federal law, ordinance, rule, regulation, or other standard or requirement, the Proponent shall notify PRIFA in writing to inform the situation and issue a request for clarification to PRIFA following the procedure established in this RFP.

## 18. ADDENDA TO RFP

- 18.1 PRIFA reserves the right to amend this RFP at any time. Any amendments to this RFP will be described in written Addendum. PRIFA will provide copies of each Addendum to all prospective Proponents who purchase this RFP.
- 18.2 Addenda will become part of this RFP. The Proponents will acknowledge receipt of each Addendum in the Exhibit B. If the acknowledgement does not account for the Addenda issued, Proposal will not be evaluated. Addenda may also be issued to modify the RFP Documents as deemed advisable by PRIFA.

## 19. PROPOSAL SUBMISSION

### 19.1 General Considerations

- 19.1.1 The Proposal will incorporate all documents requested as part of the RFP, including the ones issued via Addenda; refer to the Proposal's Checklist for the order in which the documents shall be submitted.
- 19.1.2 Documents must be completed and executed as per required on each of them by the Proponent's duly authorized representative.
- 19.1.3 Proponents must acknowledge receipt of Addenda, as required on Exhibit B.

### 19.2 Proposal Format

To ensure uniformity to specific requirements and prompt reference among all Proposals, the format of the Proposal must adhere to the following parameters:

- 19.2.1 Shall be prepared in English language throughout, except for the Statement of Project Understanding (SPU) that will be in Spanish language. For specific format parameters refer to Section 22.2.
- 19.2.2 The paper use shall be letter size (8-1/2" x 11"), portrait orientation
- 19.2.3 All requested information must be included in the Proposal; either by completion of the required forms provided in this RFP or by attaching the required documentation thereto.
- 19.2.4 The Proposal shall be bound into a single document using plastic comb binding at the left margin of the paper.

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- 19.2.5 Documents must be signed in blue ink.
  - 19.2.6 The Proposal Form Exhibit A shall be signed in blue ink and each page shall contain the initials of the person who signed the proposal at the right top of every page.
  - 19.2.7 Documents must be sealed with the Proponent's corporate seal, when applicable.
  - 19.2.8 The Proposal's cover page shall include Proponent's name, contact information and mailing address, RFP submission date to PRIFA, and Project Title as defined in Section 1.23.
  - 19.2.9 Proposal documents shall be organized as per the Proposal's Checklist. Documents shall be subdivided using numbers tabs (on the right side of the document) that correlated to the Proposal's Checklist order.
  - 19.2.10 All blanks on Exhibits and any other document must be completed, if not please type N/A (not applicable). If filled in hand writing, documents, must be completed in print type using blue color ink.
  - 19.2.11 All names must be included below each signature.
  - 19.2.12 All documents to be included as part of Proposal, shall be executed and dated as correct type and size, closely as possible to the Proposal's Due Date.

**19.3 Proposal Form and Statement of Proponent Requirements**

- 19.3.1 The Proposal Form and the Statement of Proponent are attached hereto as Exhibits A and B, respectively.
- 19.3.2 All blanks on the Proposal Form and the Statement of Proponent must be completed by typewriter, computer or handwriting.
- 19.3.3 Proposals submitted by Proponents which are corporations must be executed in the Proponent's corporate name by its president or a vice-president (or other corporate officer accompanied by evidence of authority to sign for such Proponent) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The Proponent's corporate address and state of incorporation must be shown below the signature.
- 19.3.4 Proposals submitted by Proponents which are partnerships must be executed in the Proponent's partnership name by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 19.3.5 All names must be typed or printed in black ink below the signature.
- 19.3.6 Proponents must acknowledge receipt of Addendum, as per required on Exhibit B.
- 19.3.7 The mailing address, telephone number, electronic mailing address, and fax number for communications regarding the Proponent must be provided.

- 19.3.8 Proponents which are not organized under the laws of the Commonwealth of Puerto Rico must provide evidence of authority to conduct business as an out-of-state entity in Puerto Rico, as required by Section 14.1.8.3 above.
- 19.3.9 An Eligibility Affidavit and a Non-Collusive Affidavit attached hereto as Exhibits D and E, respectively, must be completed appropriately, dated as closely as possible to the Proposal Due Date, and submitted with the Proposal.

**19.4 Instruction to Submission of Proposal**

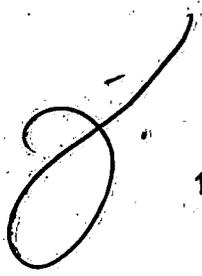
- 
- 19.4.1 Proposals must be submitted at PRIFA's Offices no later than ~~October 17, 2014 at 10:00 AM~~ (the "Proposal Due Date").
  - 19.4.2 Proposal must be submitted in an enclosed in an opaque sealed envelope and marked with the Project Title, name and address of Proponent.
  - 19.4.3 Proposals must be delivered to PRIFA either by mail or hand delivered. PRIFA will not accept any Proposal delivered by any other means.
  - 19.4.4 Proposals will remain close until the Proposal's Due Date.
  - 19.4.5 All Proposals shall become property of PRIFA at the time they are submitted for this RFP or any other PRIFA project.
  - 19.4.6 All documentation shall be properly identified with:
    - 19.4.6.1 The Proponent's name;
    - 19.4.6.2 Mailing address;
    - 19.4.6.3 Electronic mail address and telephone number;
    - 19.4.6.4 Proposal submission date to PRIFA;
    - 19.4.6.5 Project Title.
  - 19.4.7 Proposal must be submitted at PRIFA's Offices no later than the date and hour identified in Section 4. The Proponent must submit:
    - 19.4.7.1 One (1) original Proposal (clearly identified the word "ORIGINAL" at the Proposal's cover page);
    - 19.4.7.2 One (1) exact copy of the original Proposal (clearly identified the word "COPY" at the Proposal's cover page);

19.4.7.3 One (1) compact disk with an exact electronic copy of the original Proposal document;

19.4.7.4 The electronic copy shall be organized and named as per the Proposal Check List and shall provide **independent files** for each item on the Proposal Check List.

19.4.8 If the Proposal is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

19.4.9 In accordance with Section 5.6.2 of Regulations, any Proposal that is delivered after the date and time set forth above will be considered late, rejected, and returned unopened to the Proponent.

  
19.5 **Proposal Delivery**

19.5.1 If the Proposal is sent through mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

19.5.2 Proposal sealed envelope must be identified as:

**CONFIDENTIAL**

To Be Opened by Addressee Only:

To: Puerto Rico Infrastructure Financing Authority  
María L. Santiago Rivera  
President  
Board of Awards

Submitted By: Proponent's name  
Proponent's mailing address  
Proponent's email address and telephone number  
Project: < Project Title as defined in Section 1.23 >

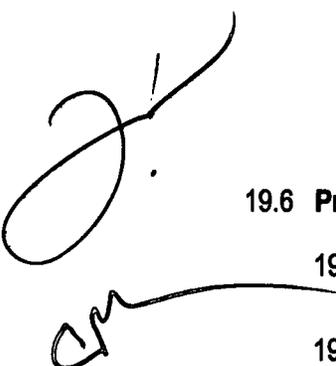
Proposals that are hand delivery shall be delivered to:

Puerto Rico Infrastructure Financing Authority  
World Plaza Building  
Twelfth Floor (12<sup>th</sup>)  
268 Muñoz Rivera Avenue  
Hato Rey, Puerto Rico 00918

Attn: Puerto Rico Infrastructure Financing Authority  
María L. Santiago Rivera  
President  
Board of Awards

Proposals that are mail delivery shall be delivered to:

Attn: Puerto Rico Infrastructure Financing Authority  
María L. Santiago Rivera  
President  
Board of Awards  
PO Box 41207  
San Juan, PR 00940-1207



#### 19.6 Proposal Modification or Withdrawal of Proposal

- 19.6.1 PRIFA will accept a modification to a Proposal already submitted only if the modification is received prior to Proposal Due Date.
- 19.6.2 Any modification will be made in writing, and submitted in same form and manner as the previously submitted Proposal on a different color paper than the original.
- 19.6.3 No oral, telephonic, electronic, or facsimile modification of a Proposal will be recognize Proposal's Due Date, at the address for Proposal delivery set forth in this section; a written request for withdrawal that is executed by a Proponent to submit another Proponent by the Proposal's Due Date.
- 19.6.4 At any time prior to the opening of the Proposals, any Proposal may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to PRIFA's Offices. Any modification will be made in writing, and submitted in same form and manner as the previously submitted Proposal on different color paper then the original. The written request for Proposal withdrawal will be executed by an authorized representative of the Proponent. Timely withdrawal of a Proposal does not prejudice the right of a Proponent to submit another Proposal by the Proposal Due Date.
- 19.6.5 After the opening of the Proposals, no Proposal may be modified or withdrawn.
- 19.6.6 The Successful Proponent will not be released from the terms of, and its obligations under his Proposal, and will be required to accept the Contract, whether or not the Successful Proponent made any mistake in the preparation of its Proposal.

**END OF PART III**

## PART IV - Evaluation Process

### 20. GENERAL INFORMATION

- 20.1 Following the submission of Proposals, shall be evaluated by the Committee in accordance with the criteria set forth in this section, and in accordance with PRIFA's Regulations. Based on these criteria, the Committee will prepare an evaluation report to PRIFA's Board of Awards, recommending a Proponent(s) and proposal(s) that shall be considered for the award of the Contract. The Board of Awards will make a final recommendation to PRIFA's Executive Director based upon the findings and the report of the Committee.
- 20.2 Proposals will be evaluated based on information provided as part of their Proposal and any clarifications requested by PRIFA during evaluation process, if applicable.
- 20.3 PRIFA may conduct investigations as deemed necessary to assist in the evaluation of submitted Proposal's and to establish the responsibility, qualifications, and financial stability of Proponents to perform the Project.
- 20.4 Proponents can only submit a single Proposal. If a Proponent submits more than one (1) Proposal, it may be grounds for disqualification of all Proposals presented to PRIFA.
- 20.5 The awarded proponent will be responsible to perform one hundred percent (100%) of the Project and provide all the administrative personnel necessary to comply with Project requirements.
- 20.6 Proposals will be evaluated on the following criteria: **(1) Compliance; (2) Project's Construction Approach (3) Financial Stability and (4) Price.**
- 20.7 **Evaluation**
- 20.7.1 Following submission of the proposals, the Evaluation Committee will assess the Proposal in accordance with the evaluation criteria set forth in this section, and in accordance with PRIFA's Regulations.
- 20.7.2 The evaluation process will be based on a technical evaluation criteria process. The Committee will rank each criterion according to the rating denomination outlined in Table 2. No decimal or fractions of a point will be used during evaluation.
- 20.7.3 The Proponents alternates proposed price will not be considered part of the Best Value process. If PRIFA decides to incorporate one (1) or more alternate, this price will be added to the Base Proponent Price after Best Value evaluation process.
- 20.7.4 PRIFA reserves the right to award or eliminate any Alternates to the Contract.
- 20.7.5 PRIFA will evaluate and score each responsive Proposal that meets all of the requirements according to the criteria set forth in this Section.
- 20.7.6 Major evaluation headings present the maximum number of points shown in Table 3.

- 20.7.7 This is a **Best Value Process** and the selection criteria defined in this section shall be evaluated by applying a score from the **Base Point Value (BPV)** of a maximum of 10 points to each of them, as defined in the Table 2.
- 20.7.8 The BPV times the Multiplier assigned on each criteria stated on Table 3 will result on the **Total Maximum Points** per item.
- 20.7.9 The sum of these Total Maximum Points becomes the Total Score earned by each proponent.

**Table 2 - Rating Denomination**

Rating Denomination	Base Point Value
Exceptional	10
Good	7
Acceptable	5
Poor	1
Non Responsive	0

- 20.7.10 Proposals will be evaluated as follows:

**Table 3 - Technical Evaluation Criteria**

Section	Criteria	BPV	Multiplier	Total Maximum Points
21.	<b>Compliance</b>			
22.	<b>Project Construction Approach - Statement of Project Understanding</b>			<b>200</b>
22.3	Description of Experience, Technical, Professional Resources, etc.	10	2	20
22.4.5.1	Working Plan for the Purchasing, Installation and Maintenance (during construction) of the Landscape Design and Components.	10	3	30
22.4.5.2	Working Plan Considering the Project's Proximity to the "ZMT" ( <i>Zona Marítimo Terrestre</i> ) Demarcation.	10	3	30
22.4.5.3	Working Plan Considering the Project's Location in an Area of High Archaeological Value.	10	3	30
22.4.5.4	Plan for the Maintenance and Management of Vehicular and Pedestrian Traffic.	10	2	20
22.4.5.5	Construction Time Management (Schedule)	10	3	30
22.4.5.6	Mobilization & Lead and Asbestos Abatement Plan	10	3	30
22.4.5.7	Communications Strategy	10	1	10

Table 3 - Technical Evaluation Criteria				
Section	Criteria	BPV	Multiplier	Total Maximum Points
23.	Financial Requirements and Evaluation			20
23.1	Proponent's Financial Capabilities	10	2	20
<b>Maximum Total Score</b>				<b>220</b>

20.7.11 The Evaluation Committee will evaluate each criteria and provide a score according to the Table 2.

20.7.12 The proposal with the **lowest best value score**, represent the **Best Proposal** to be recommended for award:

$$\text{Best Value Score} = \text{Base Proposal Price/Value}$$

**Base Proposal Price** = Base Proposal Price (not including the Alternates) of Exhibit A.

**Value** = The score or sum of the total points earned by proponent from each Technical Evaluation Criteria.

20.7.13 **Best Value Score = Base Proposal Price/Value** which will determine the Proposer's Score Points.

20.7.14 Once the determination of which proposal presents the Best Value, the Evaluation Committee will prepare a recommendation report to PRIFA's Board of Awards. The Board of Awards will make a final recommendation to PRIFA's Executive Director, based upon the findings and the report of the Evaluation Committee.

## 21. COMPLIANCE

21.1 Proponents must comply with all documents and requirements as per Section 21 RFP Compliance.

21.2 The Proponent must comply with all RFP requirements defined in the ITP and provide the required documentation which means that the Proponent is responsive, in order for the Proposal be considered for evaluation.

21.3 Failure to comply with any of the requirements will be considered non responsive.

21.4 Proponents who do not fully satisfy requirements presented by PRIFA as part of RFP Documents, including the ones issued via Addenda, will be Non Responsible and the Proposal will be non-considered.

- 21.5 In accordance with Section 1.3.5 of Regulations, PRIFA reserves the right to establish procedures that are fair to proposers and are designated to lead to the selection of the Proposal most beneficial to the Authority.
- 21.6 PRIFA reserves the right to withdraw from the process any Proposal that is not in compliance with the RFP's requirements.
- 21.7 As established by **Law number 85 of June 18, 2002** it is a requisite the compliance with the **Eligibility Certificate** issued by the General Services Administration (GSA, "Administración de Servicios Generales") that credits the compliance by the Awarded Contractor of the requirements that are established by the GSA to be part of this unique registry of proponents. The Proponent must submit their certification of GSA that should include if the name of its entity in the Proponents Registry (RUL, "Registro Único de Licitadores"). IF the RUL is not valid at the moment of the submission of the Proposal, the Proponent can submit a valid RUL Certificate within ten (10) days after the Proposal's Due Date.
- 21.8 PRIFA honors **Law number 14 of January 8, 2004**, known by "**Ley para la Inversión de la Industria Puertorriqueña**" (previously known as "**Ley de Preferencia**"). In order to claim the benefit of this law, Proponents must include with its Proposal a copy of the resolution issued by the preference board stating the percentage of preference given to the product they offer in the Proposal. Nevertheless, to the extent any provision of this law may be contrary to the terms and conditions of this RFP, the federal terms and conditions of the award shall prevail and no consideration shall be given to the percentage preference.
- 21.9 Each Proposal must contain evidence of the Proponent's authority to conduct business in Puerto Rico and compliance with all requirements of Applicable Laws regarding contracts with the agencies of the Commonwealth of Puerto Rico (**Good Standing**).
- 21.10 It is the Public Policy of the Commonwealth of Puerto Rico to promote the growth of local economies and to reduce local unemployment. In line with this Public Policy, it is a requirement of this RFP that at least **30% of the non-skilled labor work force consists of bona-fide local residents of the Municipality of San Juan**. By submitting a Proposal in response to this RFP, Proponents agree to have their work force compositions as stated above during the development of the construction and infrastructure conservation activities set forth in this RFP.
- 21.11 **Documents and Certifications by Hauling Subcontractors.** The Contractor is advised that PRIFA strictly complies with the provisions of Act No. 105 of August 6, 1996, as amended, which was enacted to ensure that executive agencies contract only those persons engaged in hauling or transporting aggregates or analogous materials or in providing towing services, who are authorized by the Public Services Commission and who meet the requirements established in this chapter. Thus, the contracted carriers who pay their license and insurance fees, as the contractors and the general public, are protected.

- 21.12 PRIFA has the obligation to request evidence to the Contractor of compliance with the following requirements from every purveyor or company engaged in providing services for the hauling of aggregates or analogous materials, or towing services, prior to executing a contract. This evidence shall be attached to the contract, and until it is submitted said contract shall not be effective.
- 21.13 The documents shall be the following:
- 21.13.1 An authorization issued by the public Service Commission for hauling aggregates or analogous materials, or for providing towing services.
  - 21.13.2 A certificate for the hauling of aggregates or analogous materials or for providing towing services to be effective for five (5) years.
  - 21.13.3 Certificate of inspection prescribed by regulations issued by the Public Service Commission.
  - 21.13.4 State Insurance Fund Policy.
  - 21.13.5 Public liability insurance in effect covering the motor vehicle.
  - 21.13.6 For Compliance each Proposal will be reviewed for:
    - 21.13.6.1 minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposal;
    - 21.13.6.2 conformance to the ITP regarding organization and format; and
    - 21.13.6.3 the responsiveness of the Proponent to the requirements set forth in this RFP.
  - 21.13.7 The Project Manager qualified in the RFQ process shall provide the valid (updated) license (Agronomist or Landscape Architect) or certification (ISA Certified Arborist), and DRNA Certification as "Profesional de Siembra y Forestación – PSF" for **Landscaping Services**.
  - 21.13.8 The Principal Archaeologist qualified in the RFQ process shall provide evidence that is authorized by the "Consejo de Arqueología Terrestre" to perform Phase III Studies. This evidence shall be a certification or letter expedited by the Instituto de Cultura Puertorriqueña (ICP), the updated ICP list or the corresponding application documents received by ICP for **Archaeological Services**.
  - 21.13.9 Those Proposals not responsive to this RFP will be excluded from further consideration and the Proponent will be so advised. PRIFA may also exclude from consideration any Proponent whose Proposal contains a material misrepresentation.

## 22. PROJECT'S CONSTRUCTION APPROACH (PCA)

22.1 Each Proponent should demonstrate and ensure that has a complete, comprehensive and solid understanding of the project through the drafting of a narrative description Statement of Project Understanding that will explain the Proponent's Project's Construction Approach (PCA), together with the Proposal.

22.2 The **Statement of Project Understanding (SPU)** shall have the following requirements:

22.2.1 Shall be prepare in Spanish

22.2.2 Maximum of five (5) pages

22.2.3 Line spacing: Single

22.2.4 Letter Font & Size: Arial -12

22.3 The SPU must describe the Proponent's construction experience, construction management expertise, available technical and professional tools (and personnel) to guarantee the project's successful execution, emphasizing on the following issues:

22.3.1 Cost Control;

22.3.2 Scheduling;

22.3.3 Procurement;

22.3.4 Quality Control; and

22.3.5 Risk Management and Control.

22.4 The SPU will be evaluated in accordance with the criteria and to the following:

22.4.1 Extent to which the Statement of Project Understanding demonstrates a full understanding of the Project's scope and complexity;

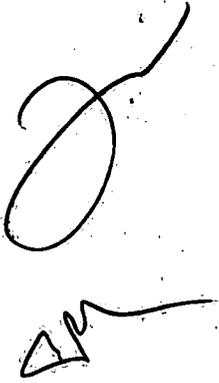
22.4.2 Extent to which the Statement of Project Understanding demonstrates an understanding of Project risks and potential solutions, that may arise during all Project phases, including construction, financing, operation and maintenance;

22.4.3 The extent to which the Statement of Project Understanding demonstrates the PCA and any project innovations for most efficient use of available public funds; and;

22.4.4 Extent to which the Statement of Project Understanding articulates the Propoent's commitment to and manner of public contracting and successfully delivering construction projects with equal or similar scope to the Project.

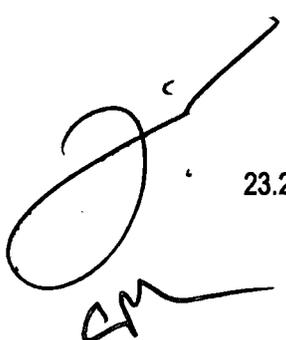
22.4.5 The SPU must incorporate the Proponent's response and approach in the handling (or management) of the following critical issues:

- 22.4.5.1 **Working plan or method for the purchasing, installation and maintenance** (during construction) of the landscape (design and components).
- 22.4.5.2 **Working plan or method considering the project's proximity to the "ZMT" (Zona Marítimo Terrestre) demarcation.**
- 22.4.5.3 **Working plan or method considering the project's location in an area of high archaeological value.**
- 22.4.5.4 **Plan for the maintenance and management of vehicular and pedestrian traffic**, specifically on special events or festivities, emergencies or any other unusual incident considering that Muñoz Rivera Avenue is one of the main access roads to Old San Juan.
- 22.4.5.5 **Construction time management (Schedule)**; explain how will the Proponent plans to guarantee the project's completion considering the following milestone(s):
  - 22.4.5.5.1 Lead and Asbestos Abatement shall begin no later than twenty one (21) days from the date of the given construction Notice to Proceed (NTP).
  - 22.4.5.5.2 Proponent shall describe the execution plan for the construction mobilization, including a Construction Schedule for all activities described as Section 5.
- 22.4.5.6 **Mobilization Plan**; which includes the following:
  - 22.4.5.6.1 Project limits delineation, to establish a secure and sound barrier
  - 22.4.5.6.2 Project sign installation
  - 22.4.5.6.3 Construction or installation of Temporary facilities and offices
  - 22.4.5.6.4 Construction Permit, DTOP permit and other permits, approvals or endorsements timely attainment/execution.
- 22.4.5.7 **Communications Strategy** for community and public issues. Describe the plan or approach on dealing with *Puerta de Tierra* residents, businesses, institutions, etc. and how coordination of different activities will take place.
- 22.4.5.8 The SPU may include **diagrams, schedules and supplementary information** to further illustrate the proponent's intention and construction approach.



## 23. FINANCIAL REQUIREMENTS AND EVALUATION

23.1 PRIFA will perform an evaluation of the financial capabilities of Proponents. Such evaluation will be made from the financial information and statements you supply as Proponent. The purpose of the evaluation is to gain an understanding of the financial strength and liquidity to ensure successful completion of Project construction. The evaluation is performed under supervision of a certified public accountant and may include those ratio analysis demonstrative of financial strength, operational performance, stability and liquidity. At the discretion of the reviewer it may be necessary to extend the review to the most recent financial transactions. In this regard, as part of the submission requirements Proponents will be required to demonstrate available cash and cash equivalents or credit facilities (credit lines, cross guarantees from related with outstanding credit, etc.).



23.2 It is Proponent's responsibility to place PRIFA in a position of proper understanding of financial condition of Proponents to meet the financial contractual responsibilities of Project construction. In this regard, Proponents must anticipate any PRIFA financial concerns from information in the financial statements provided or Proposal submission information for matters that may negatively affect the financial performance and strength of the Proponents and include any necessary explanation, documentation and relevant material that is considered necessary for a proper understanding by PRIFA reviewer. This include among other, operating losses, inadequate cash and cash equivalents balances, insufficient liquidity, significant intercompany transactions affecting liquidity, etc.

PRIFA anticipates that construction of Project will require a cash outlay of **seven hundred and twenty five thousand dollars (\$725,000.00)** and expects your financial statements, Proposal documents and accompanying explanations to properly demonstrate Proponents [REDACTED] of the Project.

23.3 Provide the information financial requested below. If the Proponent is a local office, subsidiary or an affiliate of a parent company, the information requested under this section is to be provided on the local office only who will be **managing this contract** not on the parent organization, unless the parent organization is the Proponent.

23.4 The Proponent must submit a **certificate issued by a surety agency** qualified to do business under the laws of the Commonwealth of Puerto Rico, indicating that its organization is financially stable and is capable of obtaining sufficient bonding of **fourteen million dollars (\$14,000,000.00)** to cover the proposed cost, refer to Exhibit F.

23.5 Provide a letter from a surety duly authorized to issue surety bonds in the Commonwealth of Puerto Rico, stating without conditions or qualifications that the Proponent is capable at the time of its RFP submission of obtaining a performance bond and payment bond, each in an amount to cover the Proponent proposed cost for the Project.

Letters stating that the Proponent has "unlimited" bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support from a parent company of a Proponent member. The letter must specifically state that the surety has reviewed this RFP

and is familiar with the contractual structure and financial structure described herein, and evaluated the Proponent's backlog and work-in-progress in determining its bonding capacity.

The requirement to provide the surety letter and the bond amounts referenced above are solely for the purposes of evaluating the Proponent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.

- 23.6 The Proponent shall submit **audited financial statements** if it is required by Law or by bank or bonding insurance companies. PRIFA will expect the Proponent to provide such statements when Proponent's gross income exceeds \$3 million in any given year. When audited financial statements are not required, Proponent should submit the financial statements along with a compilation or a review opinion by a certified public accountant licensed in Puerto Rico (CPA – for its Spanish acronym; "Contador Público Autorizado"). The financial statements should cover the past two (2) years of operation prepared in accordance with generally accepted accounting principles used in the United States ("GAAP"). In order for a Proposal to be considered responsive, it must also include the following:

23.6.1 The financial statements for the two most recent accounting periods, when submitted with a certified public accountants' (C.P.A.) report should contain an original **five dollars (\$5.00) CPA stamp. This is a requirement of Law and such statements will not be accepted if this condition is not met.**

23.6.2 For the purpose of this requirement **comparative statements** may be accepted. The term most recent fiscal year should be understood as those **fiscal years ending January 31, 2013 through December 31, 2013.**

23.6.3 In those cases where there are **six (6) months or more from the end of the Proponent's accounting period and July 31, 2014**, it is also required that the financial statements described below, be provided together with a certified public accountant compilation report (also with an original five (\$5.00) dollar CPA stamp), as of and for the period **ended June 30, 2014.**

- 23.7 Financial statements required above must include the following:

23.7.1 Balance Sheet Statements showing the following items: (a) current assets (e.g., cash, joint venture accounts, accounts receivable due from stockholders, due from related parties notes receivable, deposits, materials inventory and prepaid expenses); (b) net fixed assets; (c) other assets; (d) current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and (e) other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

23.7.2 Statements of Revenue and Expenses

23.7.3 Cash Flow Statements

23.7.4 Financial Statements Notes

23.7.5 Supplemental information as to Projects In-Process, Projects Completed

#### 23.7.6 Backlog

- 23.8 PRIFA reserves the right to request clarification or additional information of items included in the bid or the financial statements, as needed, in order to facilitate its review.
- 23.9 When operating losses are reported in any fiscal year statement submitted or interim financial statement, the affected Proponent shall provide an explanation of the action plan that will be implemented to make the entity profitable in the near future, the estimated date of when the entity will become profitable and/or action plan for providing adequate financial resources to meet Project construction cash requirements.
- 23.10 When Proponent is required to provide a related party financial assistance to demonstrate its own resources, such related party entity will be required to submit all necessary guarantees and financial information demonstrative of its financial strength and commitment with Proponent.
- 23.11 It is advisable that Proponent provide **support letters from two (2) potential lenders, underwriters or other providers of any debt financing** (Financing Parties) to corroborate its experience with its financial commitments. In such a case, each letter must include, at a minimum, the following:
- 23.11.1 Evidence of the Financing Party's long-term, unsecured debt rating;
  - 23.11.2 Explicit support for the Proponent and interest in providing a line of credit/loan or underwriting debt for the Project;
  - 23.11.3 Acknowledgement that the Financing Party has reviewed this RFP and is familiar with the contractual and financial structure described herein and bringing to financial close the financing of a project of the size and nature of the Project;
  - 23.11.4 Any assumptions regarding the provision of support from a parent company of a Proponent's member; and
  - 23.11.5 Details regarding any experience the Financing Party have with the Bidder or any member of the Proponent in connection with any private financing committed or provided for an infrastructure project in the past three years.
  - 23.11.6 Non submittal of these letters may, in certain cases, have a negative effect on Proponents' evaluation.
- 23.12 Proponents are required to explain significant adverse changes in their financial condition. Set forth below is a representative list of events intended to provide examples of what PRIFA considers a material change in financial condition. This list is intended to be indicative only.
- 23.13 List of Representative **Material Changes**:
- 23.13.1 An event of default, bankruptcy or receivership involving the Proponent, the parent company of the Proponent, its shareholder or Partners or any Controlled Subsidiary or Affiliate;
  - 23.13.2 A change of entity structure, reincorporation, reorganization, sale of the core assets of the business, merger or acquisition or change in control of the Proponent;

- 23.13.3 A change in credit rating for the affected entity or parent corporation of the affected entity;
- 23.13.4 Inability to meet material conditions of loan or debt covenants by the Proponent or parent corporation of the Proponent which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- 23.13.5 Other events known to Proponent that represents a material change in financial condition over the past two years; or may be pending for the next reporting period.

#### 24. REJECTION OF PROPOSAL

- 24.1 The Proponent acknowledges the right of the Owner to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Proponent recognizes the right of the Owner to reject a proposal if the Proponent failed to furnish any required proposal security or to submit the data required by the RFP documents, or if the proposal is in any way incomplete or irregular.
- 24.2 Any one of the following causes may be considered sufficient for the disqualification of a proponent and the rejection of his proposal:
- 24.3 More than one proposal for the same work from an individual, firm, or corporation under the same or different names.
- 24.4 Unsatisfactory performance record as shown by past work for the Owner, judged from the standpoint of workmanship and progress.
- 24.5 Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work, if awarded.
- 24.6 Default under previous contracts.
- 24.7 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 24.8 If the proponent has any provisions reserving the right to accept or reject and award, or to enter into a contract pursuant to an award.

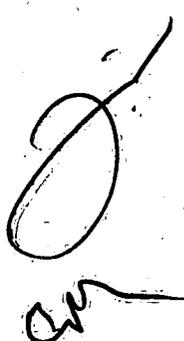
#### 25. PROPOSER'S INTERVIEWS

- 25.1 At any points during the Proposal evaluation, but prior to final recommendations are issued by the Evaluation Committee to the Board of Awards, interviews with Proposers may take place, but such interviews are not required. If interviews are held, PRIFA reserves the right to meet with one, some or all of the Proposers to request clarifications about their proposal as deemed necessary.
- 25.2 The interview purpose will be to clarify any questions the Evaluation Committee may have based on submitted Proponent's proposal. The topics to be discussed with Proposer during the interview will be based on information provided as part the proposal.

- 25.3 During the interview, the Evaluation Committee may request a written or graphical clarification specific to proposal certain areas. A due date for information submission will be determined by the Evaluation Committee. Information will be incorporated as part of Proponent's proposal. If the Proposer does not provide the required clarification(s) within the due date established by the Committee, the proposal will be evaluated without considering such clarification.
- 25.4 Interviews will be confidential and only one Proposer will be present at the time. A written invitation to the interview will be issued and send by PRIFA to Proposers with enough time prior to interview propose date. Interview invitation will be issued either by fax, registered or certified mail, electronic mail, or it will be hand delivered to them at PRIFA's offices, if necessary. PRIFA will determine the method to be used and will make sure Proposers are aware about this invitation.
- 25.5 Each Proposer will be responsible to confirm in writing their interview participation or advice about any inconvenience they do have with propose date and/or hour. If this is the case, they need to be available to participate one day earlier, one day after, or on a different hour of interview date, as identified at the invitation. A Proposer that declines the interview invitation will not be disqualified, but no further date will be provided to participate in one. If a Proposer Team Member is not able to be physically presence for the interview, alternate means to allow its participation must be coordinated and provided by the Proposer. As a minimum at the time of the interview, the Proposer will be represented by its Authorized Representative.

## 26. CONTRACT AWARD

- 26.1 PRIFA will award the Contract in accordance with the Regulations and Applicable Laws.
- 26.2 The PRIFA reserves the right to award a Contract to the **Proponent considered to offer the Best Value for the work**. The Best Value will be determined through a combination of technical evaluation and price. PRIFA reserves the right to reject any or all Proposals, including, without limitation, the right to reject any or all (a) nonconforming, nonresponsive, unbalanced or conditional Proposals, and (b) the Proposal of any Proponent if PRIFA believes that it would not be in the best interests of the Project to make an award to that Proponent, whether because the Proponent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by PRIFA. Proponents shall note that unit prices, cost breakdown and all exhibits must be completed, otherwise it will be considered an incomplete Proposal and will be rejected.
- 26.3 If a Contract is to be awarded, Proposals will be considered as specified herein under the terms and conditions of a **Best Value Proposal**. The award shall be made to the responsible and responsive Proponent whose Proposal meets the requirements and criteria set forth in the Best Value criteria. If requested, Proponents must, in addition to their technical and price submission, furnish satisfactory evidence of their ability to furnish services in accordance with the RFP Documents.

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- 26.4 PRIFA also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Proponent.
- 26.5 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 26.6 As per PRIFA regulations, if in order to consider and evaluate proposals a Competitive Range needs to be established, it will be defined among the four (4) proponents technically qualified with the lowest Best Value.
- 26.7 Those proposals not included in the competitive range will receive no further consideration and will be notified of this in accordance with Article 6.6 (e) of the Regulations.
- 26.8 The Proposals within the Competitive Range will be invited to one or more private review meetings with the Evaluation Committee. The content and scope of the meeting(s) with each Proponent will be determined by the Board of Awards or the Evaluation Committee based on the content of, and the particular circumstances relating to the proposal. The Review Meeting will verify that the Proponent fully understands and has adequately priced the scope of work contained in the documents; improve technical or other aspects of the proposal in an effort to assure compliance with the specifications and performance requirement and/or reduce the price; discuss the basis of the proposed price; and discuss any other pertinent details of the proposal so as to result in an improved proposal. The Proponent's principal officer and proposed Project key staff members from each of the Proponent's shall attend these meetings, as well as others that the Proponent feels needs to be present to support the Review Meeting effort. No information received from other Proponents will be shared in this meeting.
- 26.9 Following these Review Meetings, the Evaluation Committee may ask for a Best and Final Offer ("BAFO") from the Proponents within the Competitive Range to clarify the RFP's requirements and/or the proposal and pricing. If a BAFO is requested, the Proponent could submit a revised proposal (or Bid) with modified technical information, update pricing and include any added value. The BAFO may be in the form of a letter with attachments. Regardless of format, the BAFO must address all pertinent changes and all submittal instructions. All discussions, negotiations, and clarifications cease upon issuance of BAFOs. Changes are not allowed in proposals or prices after BAFOs are received unless the Evaluation Committee makes a written finding that re-submission would be in PRIFA's best interest. The Evaluation Committee will then meet to evaluate the BAFO Proposals and make a Recommendation to the Board of Awards based on the evaluation criteria.
- 26.10 PRIFA may conduct such investigations as PRIFA deems necessary to assist in the evaluation of any Proposal, and to establish the responsibility, qualifications and financial ability of Proponents, proposed subcontractors, suppliers and other persons and organizations to

perform and furnish the Work in accordance with the Contract Documents and to PRIFA's satisfaction, within the prescribed time.

- 26.11 If PRIFA elects to award any Contract, PRIFA will deliver the Notice of Award by hand delivery or by registered or certified mail to the Successful Proponent.

## 27. CONTRACT SECURITY

- 27.1 Section 3 of the General Conditions and Section 6.1.2 of the PRIFA-Contractor Agreement set forth PRIFA's requirements with respect to the Performance Bond and the Payment Bond. When the Successful Proponent delivers the executed PRIFA-Contractor Agreement to PRIFA, it must be accompanied by the Performance Bond and the Payment Bond in accordance with the Contract Documents.

## 28. SIGNING OF AGREEMENT

- 28.1 When PRIFA issues a Notice of Award to the Successful Proponent, the Notice of Award will be accompanied by the number of unsigned originals of the PRIFA-Contractor Agreement required by PRIFA, together with all other Contract Documents attached thereto.
- 28.2 Within 15 days thereafter, the Contractor must sign and deliver to PRIFA the required number of originals of the PRIFA-Contractor Agreement and such other attached documents, together with the Performance Bond and the Payment Bond, the Contractor Insurance Policies, and the Tax Certifications required by the Contract Documents.
- 28.3 Within 10 days thereafter, PRIFA will deliver to the Contractor one fully signed original of the PRIFA-Contractor Agreement and all other Contract Documents attached thereto. Each such original is to be accompanied by a complete set of the Drawings and Specifications.

## 29. REQUEST FOR RECONSIDERATION

- 29.1 Any Proponent adversely affected by a decision of PRIFA in connection with procurement with respect to the Project, including the rejection of a Proposal and the award to the Successful Proponent, may submit before the Executive Director of PRAFI a request for reconsideration as per Article 10.2 of Regulation 5853 and Sec. 3.19 Uniform Administrative Procedure Act and, to the address provided in Section 19.5. A Request for Reconsideration shall not stay the further actions of PRIFA relating to the procurement process and/or signing of the Contract with the Successful Proponent.

**END OF INSTRUCTIONS TO PROPONENTS**

**PROPOSAL CHECKLIST**

**Instructions:** Upon completion of RFP required documentation please, complete this check list to assure submission of individual items. Use this list to order the Proposal, prior to the binding and submission of the document. Proponent shall initiate in blue ink on the left side of each item confirming its inclusion in the Proposal.

Initials	ITEM No.	EXHIBIT No.	DOCUMENT DESCRIPTION
		-	One (1) original
		-	One (1) exact copy (stamped as Copy), and
		-	One (1) compact disk; with an exact electronic copy of the original Proposal.
	1.	-	Company Cover Page (including Contact information)
	2.	-	Proposal Checklist (Duly completed, initials and signed).
	3.	F	Proposal Security
	4.	A	Proposal Form (signed in blue ink).
	5.	-	Corporative Resolution - Document Identifying Proponent's Authorized Representative.
	6.	-	Certificate of Good Standing
	7.	-	Proponent's Eligibility Certificate (Issued by the General Service Administration ("Registro Único de Licitadores de la Administración de Servicios Generales).
<b>Exhibits</b>			
	8.	B	Statement of the Proponent (The Proponent will acknowledge receipt of each Addendum in the Exhibit B.)
	9.	D	Eligibility Affidavit
	10.	E	Non-Collusive Affidavit
	11.	H	Scope of Work
<b>Other Documents</b>			
	12.	-	<i>Landscaping Services:</i> Landscaping Company - Qualified Project Manager License and Certification.
	13.	-	<i>Archaeological Services:</i> Qualified Archaeologist evidence of "ICP-Consejo de Arqueología Terrestre" authorization to perform Phase III Studies.

Initials	ITEM No.	EXHIBIT No.	DOCUMENT DESCRIPTION
	14.	-	Statement of Project Understanding (SPU)
<b>Financial Requirements</b>			
	15.	-	Certificate issued by a Surety Agency for a Bonding Capacity of \$14M
	16.	-	Audited Financial Statements, by a Certified Public Accountant of the two (2) most recent years.
	17.	-	Compilation Report, by a Certified Public Accountant, if applicable.
	18.	-	Letter from Parent Company, if applicable.
	19.	-	Shareholders Financial Statements & Explanation Letter, if applicable.
	20.	-	Two (2) Letters of Potential Lenders, Underwriters or other Providers ("Financing Parties").
	21.	-	Letter informing of bankruptcy filed, any litigation or legal dispute regarding a real estate venture or construction related during the last five (5) years, involving any Proponent's Team Member, if applicable.
	22.	-	Letter explaining any Material Changes in the Proponent's Financial Condition, if applicable.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign

**EXHIBIT A**  
**PROPOSAL FORM**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

Name of Proponent: \_\_\_\_\_

Name Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**1. Base Proposal Price**

1.1 Proponent proposes to perform all the work described herein as part of the **Base Proposal** for the fixed lump sum amount of:

\_\_\_\_\_ Dollars (\$) )  
Words

**2. Alternate for Landscaping Maintenance Services:**

2.1 For a period of six (6) months: Proponent proposes to perform all the works described in the Alternate 1 for the monthly fixed lump sum amount of:

\_\_\_\_\_ Dollars (\$) )  
Words

2.2 For a period of 12 months: Proponent proposes to perform all the works described in the Alternate 2 for the monthly fixed lump sum amount of:

\_\_\_\_\_ Dollars (\$) )  
Words

3. The Time to complete the project from Notice to Proceed (NTP) to Substantial Completion is **five hundred and ten (510) calendar days, 17 months.**

\_\_\_\_\_  
Proponent's Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proponent's Representative Printed Name

Initials: \_\_\_\_\_

<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Phase I: Entrance Area</b>					
<b>1.1</b>	<b>Off-Site</b>				
<b>1.1.1</b>	<b>Earthwork</b>				
1.1.1.1	Unclassified Excavation		CuM		
1.1.1.2	Removal Structures & Obstructions		LS		
1.1.1.3	Class "B" Borrow		CuM		
<b>Sub-Total:</b>					
<b>1.1.2</b>	<b>Soil Erosion and Water Pollution Control</b>				
1.1.2.1	Construction Entrance / Exit		Each		
1.1.2.2	Straw Bales		Each		
1.1.2.3	Silt Fence		LnM		
<b>Sub-Total:</b>					
<b>1.1.3</b>	<b>Roadway</b>				
1.1.3.1	Sub-base Course		CuM		
1.1.3.2	Aggregate Base Course		CuM		
1.1.3.3	Portland Cement Concrete Sidewalk		SqM		
1.1.3.4	Concrete Curb, Type "D"		LnM		
1.1.3.5	Field & Laboratory Office Type 2		Mths		
1.1.3.6	Seeding (With Mulch)		Units		
1.1.3.7	Cleaning & Repair of Storm Sewers		LnM		
1.1.3.8	Construction Signs		SqM		
1.1.3.9	Drums		Each		
1.1.3.10	Temporary Pavement Marking		LnM		
1.1.3.11	Temporary Concrete Barrier		LnM		
1.1.3.12	Flashing Arrow		Days		

Initials: \_\_\_\_\_

<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1.3.13	Furnishing & Placing Loamy Topsoil		CuM		
1.1.3.14	Toxic Material Removal (Lead Base Paint & Asbestos)		F.A.		
1.1.3.15	Project ID Signs		Each		
				<b>Sub-Total:</b>	
<b>1.1.4</b>	<b>Asphalt Pavements</b>				
1.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1		Tons		
1.1.4.2	Hot Plant-Mix Bituminous Leveling mix L-2		Tons		
1.1.4.3	Hot Plant-Mix Bituminous Pavement mix B-1		Tons		
1.1.4.4	Cold Milling Bituminous Pavement		CuM		
1.1.4.5	Full Depth Removal of Bituminous Concrete Pavement		CuM		
				<b>Sub-Total:</b>	
<b>1.1.5</b>	<b>Drainage System</b>				
1.1.5.1	Type 4 Inlet		Each		
1.1.5.2	Type A Manhole		Each		
1.1.5.3	18 inch Reinforced Concrete Pipe, Class IV		LnM		
1.1.5.4	Trench Excavation, Unclassified		CuM		
1.1.5.5	Existing Catch Basin convert to MH		Each		
1.1.5.6	Exist. MH to Capped at Subgrade		Each		
1.1.5.7	Existing Catch Basin to be Demolished		Each		
1.1.5.8	Exist. MH to be Demolished		Each		
				<b>Sub-Total:</b>	
<b>1.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>				
1.1.6.1	Thermoplastic Pavement Marking - White		LnM		
1.1.6.2	Thermoplastic Pavement Marking - Yellow		LnM		

*[Handwritten signature]*

Initials: \_\_\_\_\_

<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1.6.3	Existing Signs to be Removed		Each		
1.1.6.4	Traffic Sign Assembly, Code 10		Each		
1.1.6.5	Traffic Sign Assembly, Code 11		Each		
<b>Sub-Total:</b>					
<b>1.1.7</b>	<b>PRASA Utilities - Water</b>				
1.1.7.1	Valves Adjustment		Each		
1.1.7.2	New 3/4" Water Meter		Each		
1.1.7.3	3/4" Cu Type K Water Line		LnM		
1.1.7.4	1 1/2" Cu Type K Water Line		LnM		
1.1.7.5	2" Cu Type K Water Line		LnM		
1.1.7.6	Fire Hydrant (PR Type)		Each		
1.1.7.7	6" diam. Gate Valve		Each		
1.1.7.8	6" diam. Ductile Iron Pipe		LnM		
<b>Sub-Total:</b>					
<b>1.1.8</b>	<b>PRASA Utilities - Sanitary Sewer</b>				
1.1.8.1	New Sanitary Manhole (w/ drop)		Each		
1.1.8.2	3" PVC Pipe (force line)				
1.1.8.3	8" PVC Pipe (gravity line)				
<b>Sub-Total:</b>					
<b>1.1.9</b>	<b>Lighting System</b>				
1.1.9.1	Existing lighting Poles & Luminaries to be Removed		Each		
1.1.9.2	DAE Model tronic w/ One 250W MH at 9000 MM		Each		
1.1.9.3	Splice box per PREPA STD STL-9B & STL-9C		Each		
1.1.9.4	Concrete Block per PRHTA Anti-theft Cable Protection		Each		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1.9.5	2" PVC SCH-40 Conduit Concrete Encased		LnM		
1.1.9.6	2" PVC SCH-40 Conduit Sand Encased		LnM		
1.1.9.7	#4 AMG Cu XHHW, XLP, 600V Stranded Cable 90 deg.		LnM		
1.1.9.8	25 kVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation		LnM		
1.1.9.9	Lighting System Lump Sum		Each		
<b>Sub-Total:</b>					
<b>1.1.10</b>	<b>Telecommunications Utilities</b>				
1.1.10.1	4" diam. PVC Pipe (Concrete Encased)		LnM		
1.1.10.2	2" diam. PVC Pipe (Concrete Encased)		LnM		
1.1.10.3	(7'-0" x 4'-6" x 4'-0") Telecommunications S.B.		Each		
<b>Sub-Total:</b>					
<b>Off-Site Sub-Total:</b>					
<b>1.2</b>	<b>Site</b>				
1.2.1	Clearing and Grubbing		LS		
1.2.2	Earth Cut to Waste Disposal		CM		
1.2.3	Furnishing, Placing and Compaction of Selected Material		CM		
1.2.4	Final Grading Preparation		SM		
1.2.5	Demolition Structures		CY		
1.2.6	Concrete Slab		CY		
1.2.7	Curb & Cross Gutters		CY		
1.2.8	Storm Sewer Catch Basins (6ft depth)		LS		
1.2.9	Storm Sewer Pipe (18" dis.)		LS		
<b>Site Sub-Total:</b>					
<b>1.3</b>	<b>Structure</b>				

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1.3.1</b>	<b>Concrete</b>				
1.3.1.1	Footings		CY		
1.3.1.2	Ret. Wall		CY		
1.3.1.3	Slab on Grade		CY		
1.3.1.4	Parapet		CY		
1.3.1.5	PT Slab		CY		
1.3.1.6	Wall		CY		
1.3.1.7	Columns		CY		
1.3.1.8	Pergola		CY		
1.3.1.9	Cistern		CY		
<b>Sub-Total:</b>					
<b>1.3.2</b>	<b>Rebar</b>				
1.3.2.1	Footings		LBS		
1.3.2.2	Ret. Wall		LBS		
1.3.2.3	Slab on Grade		LBS		
1.3.2.4	Parapet		LBS		
1.3.2.5	PT Slab		LBS		
1.3.2.6	Wall		LBS		
1.3.2.7	Columns		LBS		
1.3.2.8	Pergola		LBS		
1.3.2.9	Cistern		LBS		
<b>Sub-Total:</b>					
<b>1.3.3</b>	<b>PT Strand</b>				
1.3.3.1	PT Strand		LBS		
<b>Sub-Total:</b>					
<b>1.3.4</b>	<b>Piles</b>				

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.3.4.1	12" Dia. PC Piles (50T)		FT		
1.3.4.2	Compression Load Pile Test		EA		
1.3.4.3	Slab on Grade		EA		
1.3.4.4	Parapet		EA		
<b>Sub-Total:</b>					
<b>Structure Sub-Total:</b>					
<b>1.4</b>	<b>Architecture</b>				
<b>1.4.1</b>	<b>Exterior</b>				
1.4.1.1	Bollards		EA		
1.4.1.2	Bicycle Racks		EA		
1.4.1.3	Pavers		SF		
1.4.1.4	Trench Drain		LF		
1.4.1.5	Landscape		SF		
<b>Sub-Total:</b>					
<b>1.4.2</b>	<b>Metals</b>				
1.4.2.1	Corten Walls		LF		
1.4.2.2	Railings		LF		
1.4.2.3	Expansion Control		LF		
<b>Sub-Total:</b>					
<b>1.4.3</b>	<b>Thermal &amp; Moisture Protection</b>				
1.4.3.1	Waterproofing		SF		
1.4.3.2	Weather Barriers		SF		
1.4.3.3	Membrane Roofing		SF		
<b>Sub-Total:</b>					
<b>1.4.4</b>	<b>Openings</b>				
1.4.4.1	Fiberglass Gratings		SF		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.4.4.2	Metal Doors and Frames		LS		
1.4.4.3	Access Doors		LS		
1.4.4.4	Sliding Glass Doors		LS		
1.4.4.5	Glass Glazing		SF		
1.4.4.6	Door Hardware		LS		
1.4.4.7	Gratings Gates		SF		
				<b>Sub-Total:</b>	
<b>1.4.5</b>	<b>Finishes</b>				
1.4.5.1	Cement Plastering		SF		
1.4.5.2	Painting		SF		
				<b>Sub-Total:</b>	
				<b>Architectural Sub-Total:</b>	
<b>1.5</b>	<b>Electrical</b>				
1.5.1	Primary Feeders		LS		
1.5.2	Pull Boxes		LS		
1.5.3	Pad Mounted Transformer		LS		
1.5.4	Secondary Feeders		LS		
1.5.5	Branch Circuit Wiring		LS		
1.5.6	Panel Boards		LS		
1.5.7	Electrical Equipment		LS		
1.5.8	Wiring Devices		LS		
1.5.9	Lighting Fixtures		LS		
1.5.10	Telecommunications		LS		
				<b>Electrical Sub-Total:</b>	
<b>1.6</b>	<b>Mechanical</b>				
1.6.1	Plumbing System - Rough in Water		SF		

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*CM*

Initials: \_\_\_\_\_

<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.6.2	Plumbing System - Rough in Sanitary		SF		
1.6.3	Plumbing System - Storm Water		LS		
1.6.4	Stormwater Harvesting System		LS		
1.6.5	Irrigation System		LS		
1.6.6	Water Pond System		LS		
<b>Mechanical Sub-Total:</b>					
<b>Phase III: Terraza al Mar Total:</b>					
<b>Phase IV: Litoral Norte Muñoz Rivera</b>					
<b>2.1</b>	<b>Site</b>				
<b>2.1.1</b>	<b>Earthwork</b>				
2.1.1.1	Unclassified Excavation		CuM		
2.1.1.2	Removal Structures & Obstructions		LS		
2.1.1.3	Class "D" Borrow		CuM		
<b>Sub-Total:</b>					
<b>2.1.2</b>	<b>Soil Erosion and Water Pollution Control</b>				
2.1.2.1	Construction Entrance / Exit		Each		
2.1.2.2	Straw Bales		Each		
<b>Sub-Total:</b>					
<b>2.1.3</b>	<b>Roadway</b>				
2.1.3.1	Portland Cement Concrete Sidewalk		SqM		
2.1.3.2	Concrete Curb, Type "D"		LnM		
2.1.3.3	Field & Laboratory Office Type 2		Mths		
2.1.3.4	Seeding (With Mulch)		Units		
2.1.3.5	Cleaning & Repair of Storm Sewers		LnM		
2.1.3.6	Construction Signs		SqM		
2.1.3.7	Drums		Each		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2.1.3.8	Temporary Pavement Marking		LnM		
2.1.3.9	Temporary Concrete Barrier		LnM		
2.1.3.10	Furnishing & Placing Loamy Topsoil		CuM		
2.1.3.11	Toxic Material Removal (Lead Base Paint & Asbestos)		F.A.		
2.1.3.12	Project ID Signs		Each		
<b>Sub-Total:</b>					
<b>2.1.4</b>	<b>Asphalt Pavements</b>				
2.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1		Tons		
2.1.4.2	Cold Milling Bituminous Pavement		CuM		
<b>Sub-Total:</b>					
<b>2.1.5</b>	<b>Drainage System</b>				
2.1.5.1	Type 1 Inlet		Each		
2.1.5.2	Type 4 Inlet		Each		
2.1.5.3	18 inch Reinforced Concrete Pipe, Class III		LnM		
2.1.5.4	24 inch Reinforced Concrete Pipe, Class III		LnM		
2.1.5.5	Trench Excavation, Unclassified		CuM		
2.1.5.6	Existing Inlets to be Demolished		Each		
2.1.5.7	Existing Pipes to be Removed		Each		
<b>Sub-Total:</b>					
<b>2.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>				
2.1.6.1	Thermoplastic Pavement Marking - White		LnM		
2.1.6.2	Thermoplastic Pavement Marking - Yellow		LnM		
2.1.6.3	Preformed Plastic Pavement Marking Symbols		Each		
2.1.6.4	Existing Signs to be Removed		Each		
2.1.6.5	Traffic Sign Assembly, Codes 36,37		Each		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2.1.6.6	Traffic Sign Assembly, Codes 38,39		Each		
2.1.6.7	Traffic Sign Assembly, Code 40		Each		
2.1.6.8	Traffic Sign Assembly, Codes 41		Each		
2.1.6.9	Traffic Sign Assembly, Code 42		Each		
2.1.6.10	Traffic Sign Assembly, Codes 34		Each		
2.1.6.11	Traffic Sign Assembly, Codes 35		Each		
				<b>Sub-Total:</b>	
<b>2.1.7</b>	<b>PRASA Utilities - Water &amp; Sanitary Sewer</b>				
2.1.7.1	Valves Adjustment		Each		
2.1.7.2	Water Meter Adjustment		Each		
2.1.7.3	2" Water Meter		Each		
2.1.7.4	2" Dia. PVC SCH-40 Pipe		LnM		
2.1.7.5	Fire Hydrant Adjustment		Each		
2.1.7.6	Sanitary Sewer Adjustent		Each		
				<b>Sub-Total:</b>	
<b>2.1.8</b>	<b>Lighting System</b>				
2.1.8.1	Existing Lighting Poles & luminaries to be Removed		Each		
2.1.8.2	DAE Model Tronic w/ One 250W MH		Each		
2.1.8.3	5080 MM Hight Tronic Colum w/ 70W MH al 4700 MM AFF		Each		
2.1.8.4	Splice Box per PREPA STD STL-9B & STL-9C		Each		
2.1.8.5	Concrete Block per PRHTA Anti-theft Cable Protection		Each		
2.1.8.6	2" PVC SCH-40 Conduit Concrete Encased		LnM		
2.1.8.7	2" PVC SCH-40 Conduit Sand Encased		LnM		
2.1.8.8	#4 AMG Cu XHHW, XLP, 600V Stranded		LnM		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
	Cable 90 deg.				
2.1.8.10	25 KVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation		Each		
<b>Sub-Total:</b>					
<b>2.1.9</b>	<b>Traffic Signal System</b>				
2.1.9.1	4" Dia. PVC SCH-40 Conduits		LnM		
2.1.9.2	30" x 30" Pull Box		Each		
2.1.9.3	Local Traffic Signal Controler Assembly TS2 Type		Each		
2.1.9.4	Standard traffic Signal Head Type 3-S-V Mast arm Mounted		Each		
2.1.9.5	Audible Pedestrian Signal Push Button Station Detector		Each		
2.1.9.6	Pedestrian Signal Head Type P-18-16 Countdown LED		Each		
2.1.9.7	Pedestrian Signal Post 10 Feet		Each		
2.1.9.8	Traffic Signal Support Single mast Arm Type 20', Steel Galv.		Each		
2.1.9.9	Video Detection Camera		Each		
2.1.9.10	Wireless Communication System		LS		
2.1.9.11	Video Communication Module		Each		
2.1.9.12	Electrical Conductor No. 14 RHH AWG. 3C		LnM		
2.1.9.13	Electrical Conductor No. 14 RHH AWG. 4C		LnM		
2.1.9.14	Electrical Conductor No. 14 RHH AWG. 5C		LnM		
2.1.9.15	Camera Support Pole for Mounting Brackets		Each		
2.1.9.16	Video Detection System Program & Software		Each		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2.1.9.17	Surge Suppressor for Videio Detection Cameras		LnM		
2.1.9.18	Coaxial and Power Cable		LnM		
2.1.9.19	Malfuction Maintenance Unit		Each		
2.1.9.20	Monitoring System Software		LS		
2.1.9.21	Inverter/Charger/Controller		Each		
2.1.9.22	Battery Backup		Each		
2.1.9.23	Transfer relay		Each		
2.1.9.24	Video Image Processor		Each		
2.1.9.25	9-Port Ethernet Switch Devices		Each		
2.1.9.26	Traffic Count Adjustment & Fine Tuning		LS		
2.1.9.27	Manual By Pass Switch		Each		
2.1.9.28	TSBBS Cabinet (w/ anti-theft protection)		Each		
<b>Sub-Total:</b>					
<b>Site Sub-Total:</b>					
<b>2.2</b>	<b>Site Demolition</b>				
2.2.1	Clearing and Grubbing		LS		
2.2.2	Earth Cut to Waste Disposal		CM		
2.2.3	Furnishing, Placing and Compaction of Selected Material		CM		
2.2.4	Final Grading Preparation		SM		
2.2.5	Demolition Structures		CY		
2.2.6	Concrete Slab		CY		
2.2.7	Curb & Cross Gutters		CY		
2.2.8	Storm Sewer Catch Basins (6ft depth)		LS		
2.2.9	Storm Sewer Pipe (18" dis.)		LS		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Site Demolition Sub-Total:</b>					
<b>2.3</b>	<b>Structure</b>				
<b>2.3.1</b>	<b>Concrete</b>				
2.3.1.1	Footings		CY		
2.3.1.2	Ret. Wall		CY		
2.3.1.3	Cast-In Place Curb		CY		
2.3.1.4	Slab on Grade		CY		
2.3.1.5	Parapet		CY		
2.3.1.6	Portico		SF		
<b>Sub-Total:</b>					
<b>2.3.2</b>	<b>Rebar</b>				
2.3.2.1	Footings		LBS		
2.3.2.2	Ret. Wall		LBS		
2.3.2.3	Cast-In Place Curb		LBS		
2.3.2.4	Slab on Grade		LBS		
2.3.2.5	Portico		LBS		
2.3.2.6	Pergola		LBS		
<b>Sub-Total:</b>					
<b>Structure Sub-Total:</b>					
<b>2.4</b>	<b>Architecture</b>				
<b>2.4.1</b>	<b>Furniture</b>				
2.4.1.1	Bicycle Racks (Modelo Raval de Escofet)		EA		
2.4.1.2	Pre-Cast Bench 4'-0"		EA		
2.4.1.3	Pre-Cast Bench 8'-0"		EA		
2.4.1.4	Pre-Cast Step		EA		
2.4.1.5	Pre-Cast Step (Single)		EA		

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2.4.1.6	Pre-Cast Planter		EA		
2.4.1.7	Pre-Cast Ledge		EA		
2.4.1.8	Zafacones (Modelo Rampolla de Escofet)		EA		
<b>Sub-Total:</b>					
<b>2.4.2</b>	<b>Lighting</b>				
2.4.2.1	Bollards (Modelo Silvia-28" de Design Plan)		EA		
2.4.2.2	Bollards (Modelo Mini-Silvia-10" de Design Plan)		EA		
2.4.2.3	Floor Lighting (LumenFacade Inground 4' de LumenPulse)		EA		
2.4.2.4	Solar Lighting (Modelo Lumen 2 de ECO:D)		EA		
2.4.2.5	Inground Lighting		EA		
<b>Sub-Total:</b>					
<b>2.4.3</b>	<b>Metals</b>				
2.4.3.1	Railings		LF		
2.4.3.2	Expansion Control		LF		
<b>Sub-Total:</b>					
<b>2.4.4</b>	<b>Thermal &amp; Moisture Protection</b>				
2.4.4.1	Weather Barriers		SF		
<b>Sub-Total:</b>					
<b>2.4.5</b>	<b>Finishes</b>				
2.4.5.1	Volcanic Tile (Multipisos)		SF		
2.4.5.2	Exposed Aggregate		SF		
<b>Sub-Total:</b>					
<b>Architecture Sub-Total:</b>					
<b>2.5</b>	<b>Electrical</b>				

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<b>Table 1: Base Proposal Price</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2.5.1	Secondary Feeders		LS		
2.5.2	Pull Boxes		LS		
2.5.3	Branch Circuit Wiring		LS		
2.5.4	Panelboards		LS		
2.5.5	Lighting Fixtures		LS		
<b>Electrical Sub-Total:</b>					
<b>2.6</b>	<b>Plumbing</b>				
2.6.1	2" Water Main - PVC Pipe		LF		
2.6.2	1 1/2" Water Main - PVC Pipe		LF		
2.6.3	1" Water Main - PVC Pipe		LF		
2.6.4	3/4" Water Main - PVC Pipe		LF		
2.6.5	1/2" Water - PVC Pipe		LF		
2.6.6	Irrigation System - Heads and Piping		EA		
2.6.7	2" Water Meter Assembly		LS		
2.6.8	2" Backflow Preventer		LS		
2.6.9	Hose Bibb Box		EA		
2.6.10	Isolation Valves		EA		
<b>Plumbing Sub-Total:</b>					
<b>Phase IV: Litoral Norte Muñoz Rivera Total:</b>					
<b>3 Landscape Architecture</b>					
3.1	Landscape Architecture		LS		
<b>Landscape Architecture Total:</b>					
<b>4 Archeological Services</b>					
4.1	Archeological Services		LS		
<b>Archeological Services Total:</b>					

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Addendum 3

Instructions to Proponents Revised

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV

Municipality of San Juan, Puerto Rico

March 2015

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Initials: \_\_\_\_\_

Item	Description	Quantity	Unit	Unit Price	Total Price
<b>5</b>	<b>Allowances</b>				
5.1	Remediation Work at Eroded Area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation - July 22, 2014	1	LS	275,000.00	275,000.00
5.2	Phase IV.A - Includes above surface works: right of way paving, pavement marking, curbs, above ground utilities, etc.	1	LS	275,000.00	275,000.00
5.3	Additional grading of existing trees and shrubs in the area within the construction footprint to be retained and maintained.	1	LS	45,000.00	45,000.00
<b>Allowances Total:</b>					<b>595,000.00</b>
<b>Total Base Proposal Price</b>					

<b>6</b>	<b>Alternate Landscaping</b>				
6.1	Landscaping Maintenance Services	6	Monthly		
6.2	Landscaping Maintenance Services	12	Monthly		

**Notes:**

1. PRIFA will award the project to one sole Proponent for the total project. PRIFA will award the contract as a lump sum price.
2. PRIFA reserves the right to withdraw the allowance for Phase IV.A from the contract (Item 5.2), up to eight (8) months before the Project's Substantial Completion, as established in the Base Line Schedule. Such action will not represent any additional costs or claims by the contractor.
3. If PRIFA decides to withdraw Phase IV.A from the contract (Item 5.2), it will be done by deducting entirely the Phase IV.A Allowance, from the base proposal price awarded (Proposal Form Section 1).

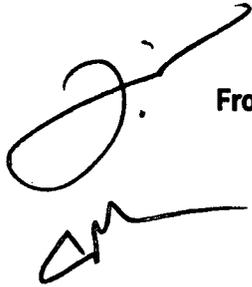
**EXHIBIT B**

**STATEMENT OF THE PROPONENT**

**AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

**To:** Puerto Rico Infrastructure Financing Authority  
PO Box 41207  
San Juan, PR 00940  
Fax: (787) 763-1605

**From:** (Name of Proponent/Name Authorized Representative/Mailing Address)



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proponent Data**

a. **Date of establishment of Proponent:**

\_\_\_\_\_

b. The following named person is hereby authorized to bind Proponent in matters relating to the Proposal and the Contract:

\_\_\_\_\_ (name, title)

\_\_\_\_\_ (name, title)

c. Title: \_\_\_\_\_

d. Business telephone: \_\_\_\_\_

e. Facsimile number: \_\_\_\_\_

f. Mailing and street address: \_\_\_\_\_

g. Federal tax identification number: \_\_\_\_\_

h. Proponent is a: \_\_\_\_\_

Addendum 3

Instructions to Proponents Revised

AFI-BP-15-05-PASEO

Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV

Municipality of San Juan, Puerto Rico

Revised: 01/11/2016

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4. This breakdown is a mathematical representation of the Project Cost. The Proponent is responsible for compliance with drawings, technical specifications and other contract documents.
5. In the event that Contractor's performance of the Work is delayed, for any reason and for any period of time, whether such delays are caused by acts or omissions of the Owner, Contractor may request an extension of time for the performance of the Work, but shall not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract entitles Contractor to compensation for such delays.
6. Contractor shall build into the Progress Schedule sufficient time for anticipated delays. The Contractor agrees that the Contract Price includes any and all home office overhead expense that the Contractor may incur during the Contract duration, whatever the cause of that delay may be. The contractor waives any claim for the office overhead expenses, arising out of or relating to this Contract.
7. Time-related field office overhead expenses incurred on-site in support of the Work will be compensated in accordance of Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract.
8. It is understood that the above lump sum price is for the entire work as required by the Contract Documents, that the price includes all labor, equipment, materials, bailing, incidental work, overhead, profit, insurance, mobilization, demobilization, materials laboratory testing, etc. to cover the finished work of the several kinds called for under the Contract Documents, of which this Proposal is part. Changes shall be processed in accordance with Article 13 of the General Conditions.
9. Contractor is responsible for the payment of all laboratory testing of materials required as part of the Technical Specifications and Construction Drawings.
10. It is understood that the awarded proponent or contractor is responsible for filing all permits needed to start construction, such as: **"Permiso General Consolidado", CSP (Excavation and Demolition Notification), NPDES, SWPPP, DTOP Construction Permit**, etc. and for the payment of construction and all permit fees, agencies contributions (PREPA, PRASA, etc.), and taxes ("arbitrios y patentes"). All Proponents shall consider on their Proposal the cost of municipal taxes (Arbitrios de Construcción y Patentes Municipales). Refer to Uniform General Conditions.
11. Contractor is responsible for the compliance and payment of the Replacement Bond required for the Commonwealth of Puerto Rico Department of Transportation and Public Works (DTOP) construction permit.
12. All line items in this breakdown shall be filled, if you are not going to include any amount, write \$0.00. If you left items in blank your proposal should be rejected.

\_\_\_\_\_  
Proponent's Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proponent's Representative Printed Name

**Conflict of Interest**

Describe current and past relationship of the Proposer's principals, agents, and representatives with the following entities (Additional sheets may be provided if necessary):

- MHS&J, LLC;
- Hage Consulting Group, PSC;
- Suárez Nieves, PSC;
- SCF Arquitectos, SRL;
- Or any subsidiary of the above mentioned companies



IN WITNESS THEREOF, the Proponent has executed this Statement of Proponent this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If Proponent is an individual:

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

- Sole Proprietorship       Corporation       Joint Venture  
 Partnership       Special Partnership       Other (Specify) \_\_\_\_\_

i. If Proponent is a corporation, it is indicate all that apply:  
 publicly held       privately held       subsidiary

j. If Proponent is a subsidiary corporation, provide in a copy of this Exhibit B all data required in clauses (a) through (h), above, and clauses (k) and (l), below, for Proponent's parent company.

k. Proponent's present headquarters office: \_\_\_\_\_

l. Name of general public liability insurance carrier(s): \_\_\_\_\_

m. Name and address of bonding company: \_\_\_\_\_  
 \_\_\_\_\_

Name and address of local agent: \_\_\_\_\_

n. Provide an audited financial statement of last two (2) years of operation. This Financial Statement will be taken in consideration for the award of this Contract.

**Addenda**

Proponent hereby acknowledges receipt of the following Addenda:

<b>Table 3: Addenda</b>	
<b>Addendum No.</b>	<b>Date Issued</b>
Addendum 1	09/26/2013
Addendum 2	10/03/2013

I hereby acknowledge the receipt of the project pre-bid minutes, which were issued as part of Addendum \_\_\_\_.

**Addendum 3**

**Instructions to Proponents Revised**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV**

**Municipality of San Juan, Puerto Rico**

**REVISED FEBRUARY 2014**

**Page 60 of 68**

Handwritten signature and initials in black ink, consisting of a large looped signature and the initials 'AM' below it.

\_\_\_\_\_

(Corporate Address)

By: \_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Title of Officer)

Attest: \_\_\_\_\_  
(Secretary)

(CORPORATE SEAL)

\_\_\_\_\_  
(Jurisdiction of Incorporation)

If Proponent is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
(Printed Name of Firm)

By: \_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Printed Name of Representative)

\_\_\_\_\_  
(Address)

If Proponent is a partnership or joint venture:

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

By: \_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address)

If Proponent is a corporation:

\_\_\_\_\_  
(Printed Name of Corporation)

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**EXHIBIT D  
ELIGIBILITY AFFIDAVIT**

**AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

I, \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, certify for myself and on behalf of \_\_\_\_\_ (the "Proponent Person"), under penalty of perjury, that to the best of my knowledge and belief, neither I nor the Bidding Person's sole proprietorship, partnership, corporation or other legal entity:

- 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: *(Note below all exceptions, indicating for each to whom such exception applies, the initiating agency, and the dates of action.)*

**[NAME OF PROPONENT]**

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

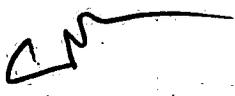
**Note:** *Exceptions will not necessarily result in denial of an award, but will be considered in determining Proponent's responsibility. Providing false information may result in criminal prosecution or administrative sanctions.*

**EXHIBIT C**

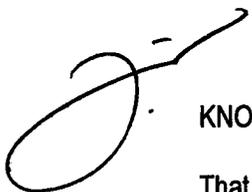
**PROPONENTS QUESTIONNAIRE**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**



Exhibit evaluated in the Request of Qualification.



**EXHIBIT F  
PORPOSAL SECURITY  
AFI-BP-15-05-PASEO  
PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE  
PHASE III & PHASE IV  
MUNICIPALITY OF SAN JUAN, PUERTO RICO**

 KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (the "Principal"),  
and \_\_\_\_\_

 as Surety (collectively with the Principal, the "Obligors"), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, its successors and assigns, as Obligee (collectively, the "Obligee"), in the full and just amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment in lawful money of the United States, of which sum well and truly to be made, the Obligors bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

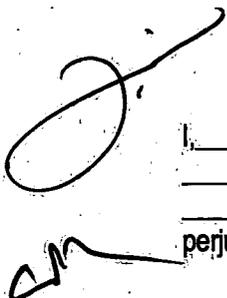
WHEREAS, the Principal has submitted the accompanying proposal dated for \_\_\_\_\_

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this \_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

**EXHIBIT E**  
**NON-COLLUSIVE AFFIDAVIT**

**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

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

1. The prices in the Proposal submitted by the Proponent Person have been arrived at independently without collusion, consultation, communication, or agreement with any other Proponent 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 Proponent Person or any of their associates to induce any other person or entity to submit or not to submit a Proposal on the Project or otherwise take any action in restraint of free competitive bidding on the Project.

**[NAME OF PROPONENT]**

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

Attest:

\_\_\_\_\_

[CORPORATE SEAL]

Attest:

\_\_\_\_\_

[CORPORATE SEAL]

*Principal:*  
**[NAME OF PROPONENT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Surety:*

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G**  
**STATEMENT UNDER OATH IN COMPLIANCE WITH LAW 428**

**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**



Will be required only to the Proposer awarded.



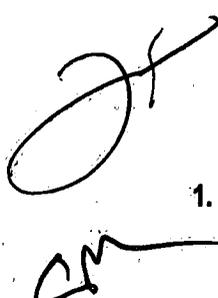
Addendum 3  
Instructions to Proponents Revised  
AFI-BP-15-05-PASEO  
Paseo Puerta de Tierra Muñoz Rivera Avenue Phase III & Phase IV  
Municipality of San Juan, Puerto Rico  
~~Revised Bidding Date: October 4, 2014~~  
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**6. The detailed scope of work is described on the contract documents.**

A handwritten signature consisting of a large, stylized loop followed by a horizontal line, and the initials "AM" written below it.

Initials: \_\_\_\_\_

**EXHIBIT H**  
**SCOPE OF WORK**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

- 
- 1. Phase III:** consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be done in accordance to contract documents.
  - 2. Phase IV:** is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitolio". This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be done in accordance to contract documents.
  - 3. Allowance (Phase IV-A):** is for the works section of Muñoz Rivera Avenue approximately located in front of restaurant *El Hamburguer*, as illustrated on plans. It comprises the above surface works including but not limited to the right of way paving, pavement marking, curbs, above ground utilities, etc. Work for this phase is consider in an allowance.
  - 4. Landscape Work and Maintenance:** One major component of this project is Landscape. The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos* Bridge (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance.
  - 5.** The proposal will include two (2) additive alternates consisting in the landscape maintenance for a period of (a) six months & (b) a period of twelve months after the Project's Substantial Completion. For Work specifications and guidelines refer to Technical Specifications, **Section 6 – Landscape Maintenance and Plant Establishment**.

**Partners**  
 Luis Oscar García, MSCE, CE  
 Carlos García Echevarría, MSCE  
 James A. Baigés, MECE

**Associate**  
 Alejandro E. Soto, MS, PG

**ADDENDUM NO. 3  
 TO**

**GEOTECHNICAL INVESTIGATION AND  
 FOUNDATION RECOMMENDATIONS REPORT  
 FOR THE PROPOSED TERRAZA AL MAR  
 PASEO LINEAL PROJECT (PHASE 3), PUERTA DE TIERRA  
 SAN JUAN, PUERTO RICO  
 GEO CIM PROJECT NO. 4632  
 October 7, 2014**

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**FIGURES**

- FIGURE 1- TERRAZA AL MAR - 12 INCH DIAMETER PC PILE -LATERAL DEFLECTION VS DEPTH**
- FIGURE 2 - TERRAZA AL MAR - BENDING MOMENT VS DEPTH**
- FIGURE 3 – LATERAL LOAD VS TOP DEFLECTION**
- FIGURE 4 – PERMISSIBLE VIBRATION CRITERIA FOR PILE DRIVING HAMMERS TO BE USED IN INSTALLING PILES**

**Partners**

Luis Oscar García, MSCE, CE  
Carlos García Echevarría, MSCE  
James A. Balgés, MECE

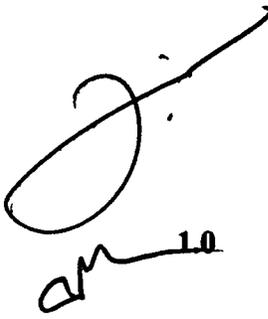
**Associate**

Alejandro E. Soto, MS, PG

**ADDENDUM NO. 3**

**October 7, 2014**

**TO  
REPORT ON  
GEOTECHNICAL INVESTIGATION AND  
FOUNDATION RECOMMENDATIONS  
FOR THE PROPOSED TERRAZA AL MAR  
PASEO LINEAL PROJECT, PUERTA DE TIERRA  
SAN JUAN, PUERTO RICO  
GEO CIM PROJECT NO. 4632  
May 14, 2014**



**1.0 INTRODUCTION**

This ADDENDUM NO. 3 to the Geotechnical Report for the proposed Terraza al Mar building presents additional foundation recommendations to be incorporated as if part of the original report.

The topics covered are:

1. the lateral pile load resistance
2. retaining walls
3. need for some overexcavation to place select backfill under the floor slab
4. vibration monitoring during pile driving
5. the need to confirm subsoil conditions assumed below 40 ft depth with additional exploration to about 55 ft depth.

## **2.0 ADDITIONAL RECOMMENDATIONS**

### **2.1 PILE LATERAL LOAD RESISTANCE**

The lateral pile load capacity of vertical piles was evaluated. It will be used to resist short-term loads such as wind and earthquake loads. The analysis computations were performed using the computer program LPILE (v 5.0) by ENSOFT, Inc. The model contemplated an axial load of 40 tons. The soil profile used in the analysis corresponds to Boring T-2 at the middle of the site. When liquefaction is not a problem, such as in this case, reduction factors of 0.8, 0.4, and 0.3 are typically used for the first, second, and subsequent piles in a row of piles parallel to the applied lateral load for an expected pile spacing of 3 diameters, as suggested in "Design and Construction of Driven Pile Foundations" (Publication No. FHWA HI 97-013 by the Federal Highway Administration) and other references.

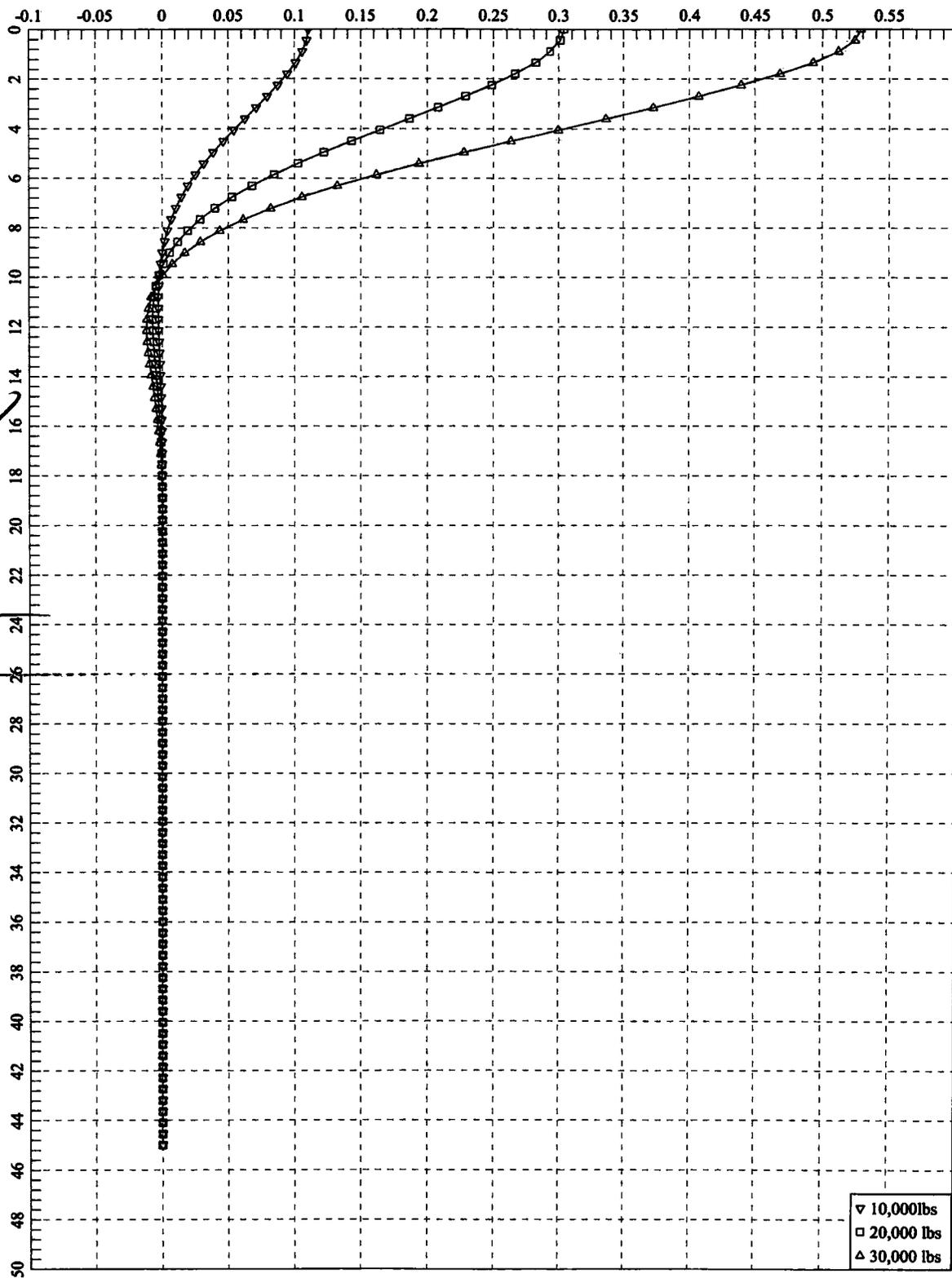
The lateral load resistance was estimated from the analysis using LPILE. The results are presented in Figures 1, 2, and 3. We assumed lateral loads of 10 kips, 20 kips, and 30 kips to generate the load deflection curve presented in Figure 1. Figure 2 presents the moments generated with depth. Figure 3 shows that the estimated load capacity of a single pile is around 17 kips for a normally acceptable 0.25 inches of deflection. The results of Figures 1 and 3 can be used to establish the available capacity of the piles to resist lateral loads, for a given lateral displacement.

### **2.2 VIBRATION MONITORING DURING PILE DRIVING**

The piles will be installed with an impact (diesel or hydraulic) hammer, that will drive the piles to the required tip elevation. The maximum vibration allowed, in terms of vibration

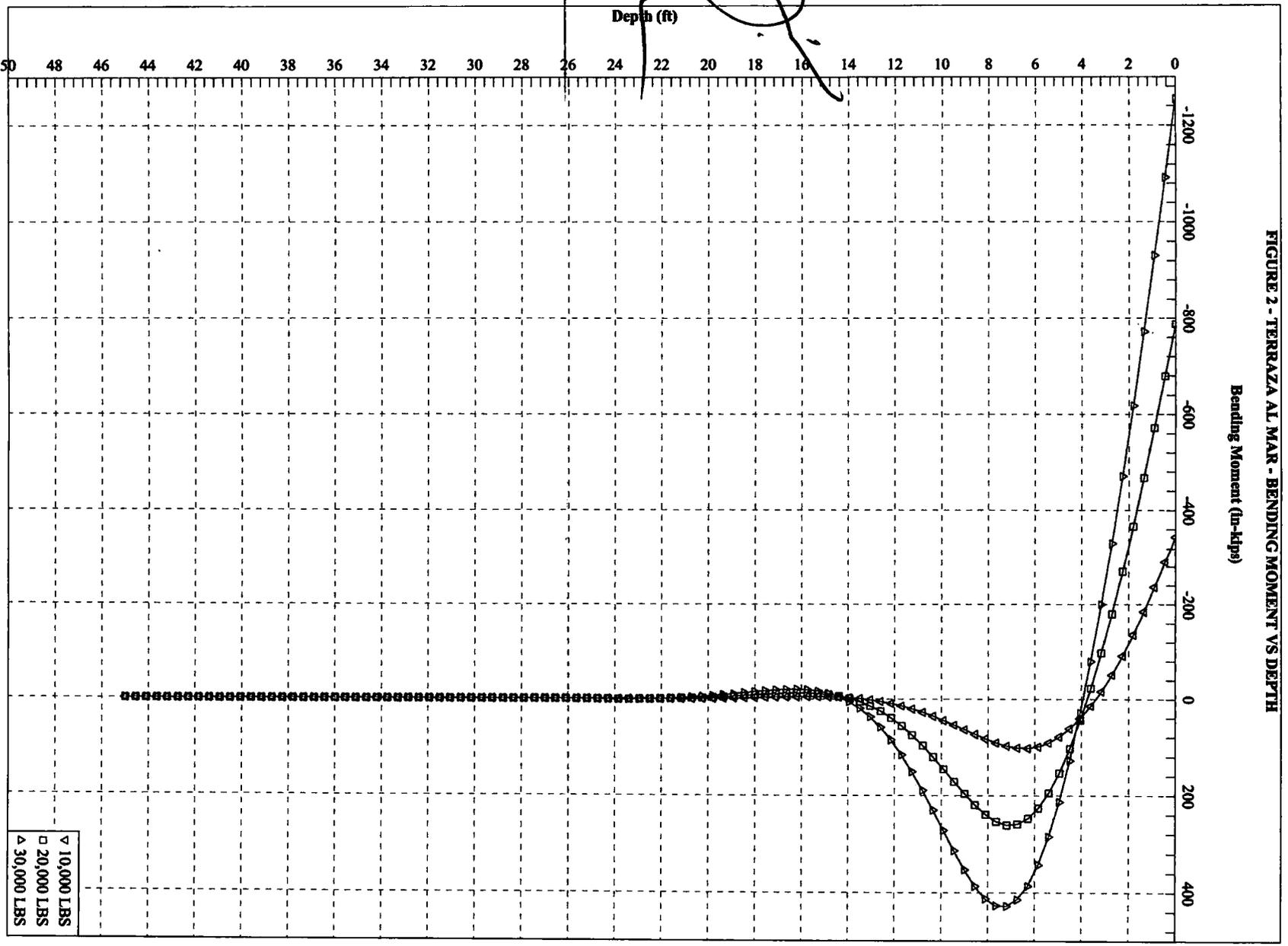
FIGURE 1 - TERRAZA AL MAR - 12 INCH DIAMETER PC PILE - LATERAL DEFLECTION VS DEPTH

Lateral Deflection (in)



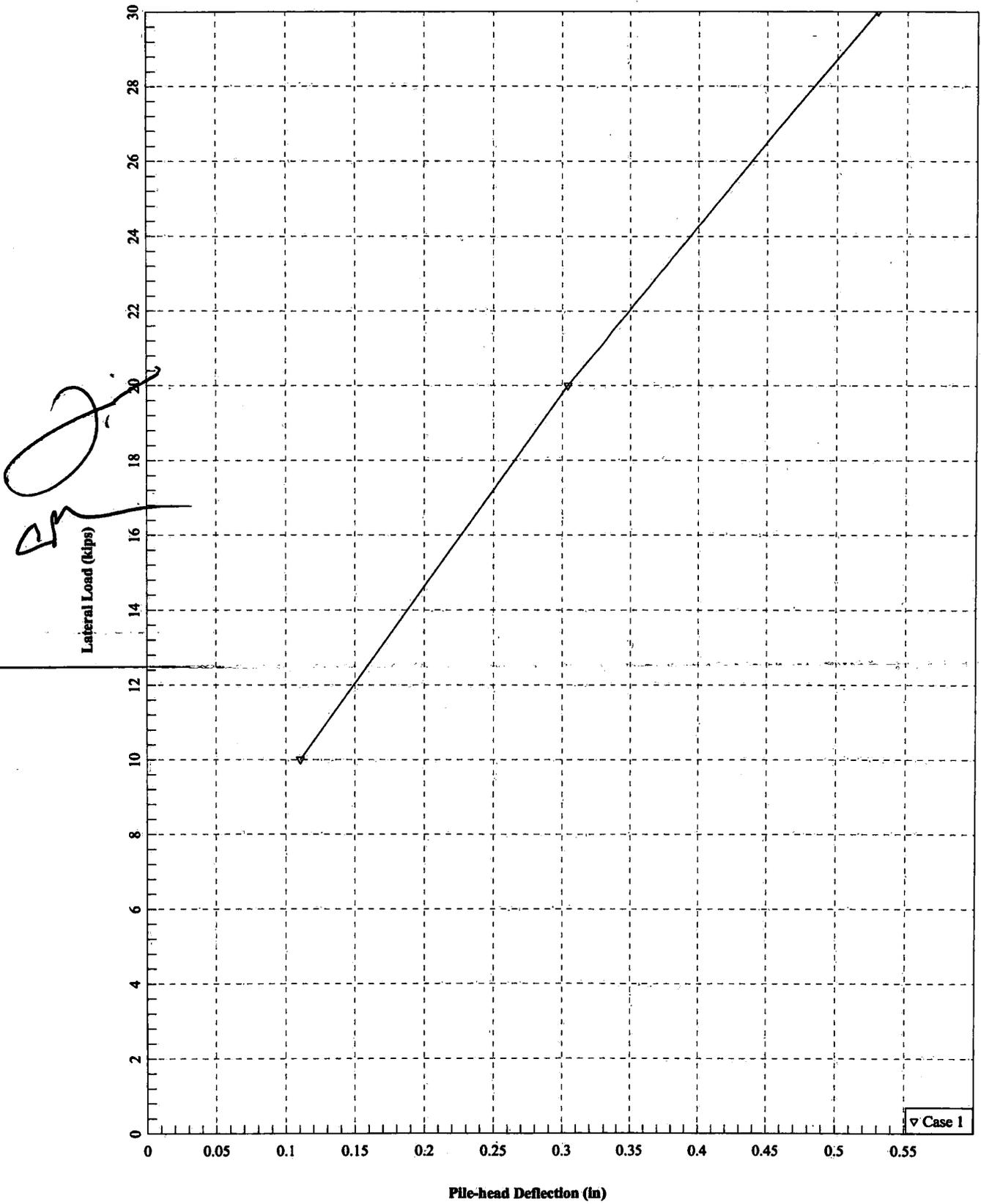
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FIGURE 2 - TERRAZA AL MAR - BENDING MOMENT VS DEPTH  
Bending Moment (In-kips)



▽ 10,000 LBS  
□ 20,000 LBS  
◇ 30,000 LBS

FIGURE 3 - LATERAL LOAD VS TOP DEFLECTION FOR  
12 INCH DIAMETER PILE - TERRAZA AL MAR



**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R. October 7, 2014**

particle velocity, shall be as shown in the Figure 4 below. It presents the permissible vibration levels, varying as a function of frequency of vibration. This empirical curve considers observations of superficial, cosmetic cracking, including a safety factor. The curve is from previous geotechnical studies in which we have provided pile driving and monitoring control recommendations.

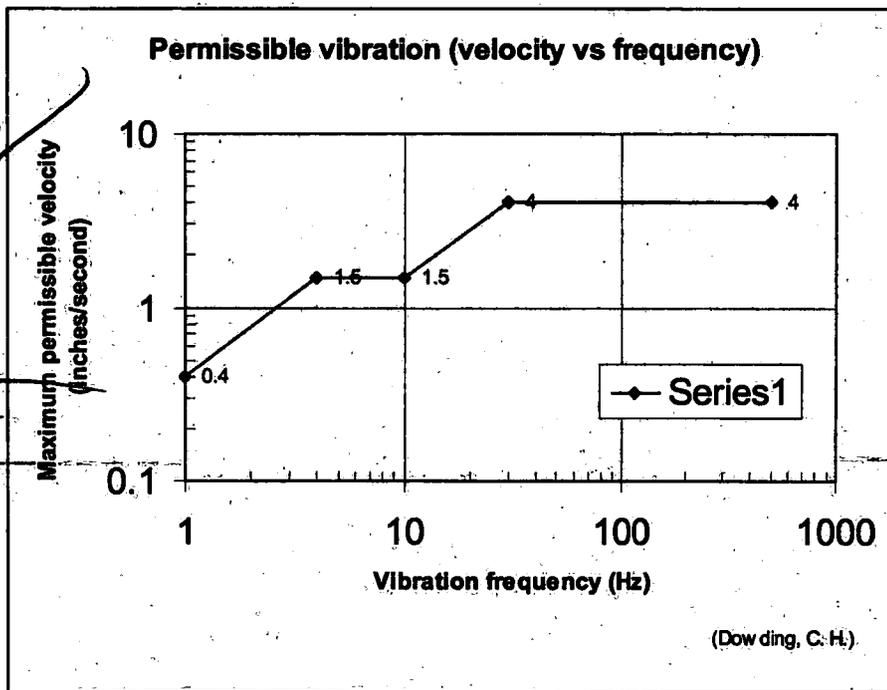
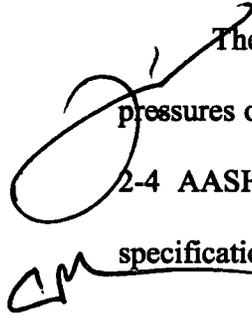


Figure 4 – Permissible Vibration Criteria for pile driving hammers to be used during pile installations.

Before any pile driving activity commences a pre-construction survey shall be conducted of the nearby structures across the street to document their present state, cracks or any other indication of sensitiveness or existing deterioration or damages. Thus, after pile driving, should there be any claims that the driving vibrations caused any damage, the pre-construction survey can be compared with the actual conditions after pile driving to detect whether any changes or damages occurred.

### 2.3 NEW RETAINING WALLS

The existing retaining wall and boundary wall above it along the entire length of the present marginal street is in a deteriorated condition due to the spalling-off of the concrete caused by the expansion of the corroded reinforcing rods. As a result, this wall will be demolished and a new wall will be built. Other retaining walls on the side closest to the Muñoz Rivera Ave. will also be built.

The new walls along the slope and elsewhere will be supported on piles. The lateral earth pressures on the new wall shall be calculated assuming a select fill is placed behind the wall (A-2-4 AASHTO Classification), and compacted in layers following the earthfill compaction specifications provided in part 7 of the original geotechnical report. The properties of this fill may be assumed to be a unit weight of  $\gamma = 135$  pcf, and friction angle of 34 degrees, for purposes of estimating the lateral earth pressure coefficient. Due to the placement of fill in compacted layers, and the top of the wall being tied to the floor slab, therefore restrained from movement, the lateral earth pressure will be greater than the active condition ( $K_a$ ). We recommend using an at rest coefficient of earth pressure,  $K_0 = 0.5$ , for lateral earth pressure coefficient to calculate the earth pressure on the wall.

Furthermore, the pile caps may be used to provide some lateral resistance to the structure, by using the passive earth pressure developed from top to bottom of the pile cap. A passive case condition of  $K_p = 3$  may be used to calculate the passive resistance.

Although there is no groundwater at the elevation of the wall, the retaining wall shall be provided drainage through weep holes at the bottom of the wall, spaced typically every 8 ft for any surface runoff that could infiltrate into the ground during periods of rain.

***ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R. October 7, 2014***

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#### **2.4 FILL UNDER FLOOR SLAB**

The select fill to be placed behind the retaining walls in the slope along the northern side of the building must be compacted with engineering control, as further discussed and recommended in section 3.0 below. The fill in this outer edge will be several feet thick, as it will have to fill up the sloping surface against the retaining wall. The existing paved area that will be removed further inside the construction area will cause some disturbance to the in-place soils, which were determined to be partially fill material, possibly mixed with some debris. To have a uniform layer of select, well compacted fill, we recommend to overexcavate the ground floor slab footprint area to a depth of 3 ft, in order to have at least 3 ft to be backfilled with an engineered fill, in layers, and to the proper compaction level. This provision will assure that the entire footprint area under the building's floor slab (on grade) will be founded on a uniformly placed fill to act as a controlled bearing surface.

#### **2.5 ADDITIONAL SUBSOIL EXPLORATION**

As presented in our geotechnical report, it is necessary to conduct a deeper exploration to define the assumed conditions for the estimation of the pile capacity. As part of the pile load testing program, we recommend drilling 3 additional exploratory boreholes to 55 ft depth, such that they will produce subsoil information for several feet below the expected pile tip, which is estimated will reach between 45 to 50 ft.

#### **3.0 GENERAL EARTH FILL PLACEMENT**

This section presents recommendations for any earthworks that will be necessary at the project site. The site is presently in an asphalt paved surface but we do not have information as

***ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R.  
October 7, 2014***

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to the final grade elevations for the building. If there is a need to raise the ground floor grade, and to backfill the overexcavation discussed in 2.4, the following recommendations will apply for the placement of the controlled fill necessary to raise the ground to final grade elevations.

The first step is to excavate the pavement surface such that new fill may be placed and compacted against the existing fill soils. Overexcavate to a depth such that there will be a minimum of 3 ft of compacted fill up to final grade. Then proof-roll the in-situ soil to compact the surface before placing new fill.

The select material to be used as new fill shall classify as a non-expansive A-2-4 soil in the AASHTO Soil Classification System (American Association of State Highway and Transportation Officials). The new fill shall be placed as an engineered compacted select fill in 9-inch thick layers. Each layer will be compacted to a minimum of 95% of the maximum dry density of the soil as obtained in the Modified Proctor Test (ASTM D-1557).

A soils technician must be present during the clearing, excavation, proof-rolling, fill placement and compaction, and foundation excavation operations to inspect and verify that the exposed bearing surfaces are adequate, and to perform field density tests using the nuclear density gauge (ASTM D6938 - 10 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)) during the compaction of the new fill and footing backfill. This technician shall be under the direction of a geotechnical engineer.

#### **4.0 CONCLUDING REMARKS**

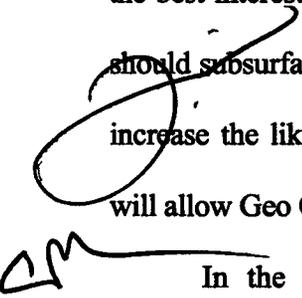
The conclusions and recommendations presented herein are based on engineering analysis and interpretation of a subsoil profile from a limited number of exploration boreholes and tests.

**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R.  
October 7, 2014**

---

Although the evaluation approaches used in this study are consistent with those used in Geotechnical Engineering, unexpected conditions may be encountered during construction. In such cases, the recommendations presented in this report must be re-evaluated.

The client is made aware of the potential need for adjustments in the field. It would be in the best interest of the client to retain Geo Cim and to assist in the development of design changes should subsurface conditions differ from those anticipated prior to construction. Such observations increase the likelihood of the design intent being considered adequately during construction, and will allow Geo Cim to confirm its design recommendations.

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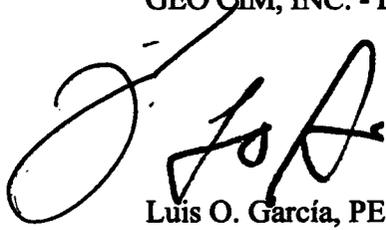
We request to be consulted should there be any questions on the intent and general scope of our recommendations, and to be informed of any changes that may require additional recommendations due to a change of scope. We also request to be provided a set of the final design drawings for this project for our review to verify that our recommendations have been implemented as intended.

**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R.  
October 7, 2014**

---

Respectfully Submitted,

GEO CIM, INC. - LUIS O. GARCIA & ASSOCIATES



Luis O. Garcia, PE  
Principal

Project No. 4632  
September 19, 2014



**Partners**

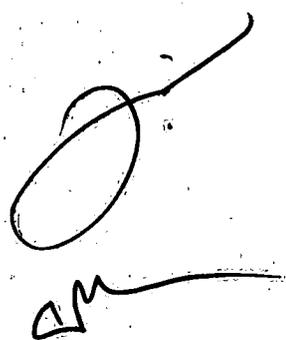
Luis Oscar García, MSCE, CE  
Carlos García Echevarría, MSCE  
James A. Baigés, MECE

**Associate**

Alejandro E. Soto, MS, PG

**ADDENDUM NO. 3  
TO**

**GEOTECHNICAL INVESTIGATION AND  
FOUNDATION RECOMMENDATIONS REPORT  
FOR THE PROPOSED TERRAZA AL MAR  
PASEO LINEAL PROJECT (PHASE 3), PUERTA DE TIERRA  
SAN JUAN, PUERTO RICO  
GEO CIM PROJECT NO. 4632  
October 7, 2014**



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<b>3.0 GENERAL EARTH FILL PLACEMENT.....</b>	<b>2</b>
<b>4.0 CONCLUDING REMARKS.....</b>	<b>3</b>

**FIGURES**

**FIGURE S-301 – Typical Retaining Wall Sections**

**Partners**

Luis Oscar García, MSCE, CE  
Carlos García Echevarría, MSCE  
James A. Baigés, MECE

**Associate**

Alejandro E. Soto, MS, PG

**ADDENDUM NO. 3**

**October 7, 2014**

**TO**

**REPORT ON**

**GEOTECHNICAL INVESTIGATION AND**

**FOUNDATION RECOMMENDATIONS**

**FOR THE PROPOSED TERRAZA AL MAR**

**PASEO LINEAL PROJECT (PHASE 3), PUERTA DE TIERRA**

**SAN JUAN, PUERTO RICO**

**GEO CIM PROJECT NO. 4632**

**May 14, 2014**

**1.0 INTRODUCTION**

This ADDENDUM NO. 3 to the Geotechnical Report for the proposed Terraza al Mar building presents additional foundation recommendations for small retaining walls detached from the main structure. They shall be incorporated as if part of the original report.

**2.0 ADDITIONAL RETAINING WALL RECOMMENDATIONS**

For small retaining walls detached from the main structure, and on the side closest to Muñoz Rivera Ave. we recommend designing their foundations as shallow spread footings. An allowable bearing pressure of  $Q_{all} = 2,000$  psf may be used for the design of the footings. The minimum depth of the footing shall be 2 ft below ground surface in the front of the wall. Figure S-301 presents the typical retaining wall section and our recommendation.



**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R.  
October 7, 2014**

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The new major walls along the slope and elsewhere will be supported on piles, as discussed in the report and in Addendum No. 1. The lateral earth pressures on the new small walls shall be calculated assuming a select fill is placed behind the wall (A-2-4 AASHTO Classification), and compacted in layers following the earthfill compaction specifications provided in part 7 of the original geotechnical report. The properties of this fill may be assumed to be a unit weight of  $\gamma = 135$  pcf, and friction angle of 34 degrees, for purposes of estimating the lateral earth pressure coefficient. Due to the placement of fill in compacted layers, and the top of the wall being tied to the floor slab, therefore restrained from movement, the lateral earth pressure will be an at-rest condition greater than the active condition ( $K_a$ ). We recommend using an at rest coefficient of earth pressure,  $K_o = 0.5$ , for lateral earth pressure coefficient to calculate the earth pressure on the wall.

The allowable bearing pressure of 2,000 psf may also be used for any other small footings in the project, given a proper preparation of the foundation base (fill) material, as discussed in the next section of this addendum.

### **3.0 GENERAL EARTH FILL PLACEMENT**

This section presents recommendations for any earthworks that will be necessary at the project site. They are the same as presented in Addendum No. 1. The site is presently in an asphalt paved surface but we do not have information as to the final grade elevations for the building. If there is a need to raise the ground floor grade, the following recommendations will apply for the placement of the controlled fill necessary to raise the ground to final grade elevations for the main building or detached small structures.

**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R. October 7, 2014**

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Proof-roll the in-situ soil to compact the surface before placing new fill. The select material to be used as new fill shall classify as a non-expansive A-2-4 soil in the AASHTO Soil Classification System (American Association of State Highway and Transportation Officials). The new fill shall be placed as an engineered compacted select fill in 9-inch thick layers. Each layer will be compacted to a minimum of 95% of the maximum dry density of the soil as obtained in the Modified Proctor Test (ASTM D-1557).

A soils technician must be present during the clearing, excavation, proof-rolling, fill placement and compaction, and foundation excavation operations to inspect and verify that the exposed bearing surfaces are adequate, and to perform field density tests using the nuclear density gauge (ASTM D6938 - 10 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)) during the compaction of the new fill and footing backfill. This technician shall be under the direction of a geotechnical engineer.

#### **4.0 CONCLUDING REMARKS**

The conclusions and recommendations presented herein are based on engineering analysis and interpretation of a subsoil profile from a limited number of exploration boreholes and tests. Although the evaluation approaches used in this study are consistent with those used in Geotechnical Engineering, unexpected conditions may be encountered during construction. In such cases, the recommendations presented in this report must be re-evaluated.

The client is made aware of the potential need for adjustments in the field. It would be in the best interest of the client to retain Geo Cim and to assist in the development of design changes should subsurface conditions differ from those anticipated prior to construction. Such observations



**ADDENDUM NO. 3 - Geotechnical Investigation and Foundation Design Recommendations Report for the Proposed Terraza al Mar Paseo Lineal, Puerta de Tierra, San Juan, P.R.  
October 7, 2014**

---

increase the likelihood of the design intent being considered adequately during construction, and will allow Geo Cim to confirm its design recommendations.

In the event that any changes in the nature, design, or location of the proposed development are planned, the conclusions and recommendations contained in this report are not valid unless the changes are reviewed and new conclusions and recommendations are issued, or Geo Cim validates the present ones in writing. Geo Cim is not responsible for any claims, damages, or liability associated with interpretation by others of subsurface data or reuse of the subsurface data or engineering analysis contained herein without the express written authorization of Geo Cim. Likewise, Geo Cim is not responsible for any claims, damages, or liability resulting from the partial implementation or lack of implementation of these recommendations in the design and construction of this project.

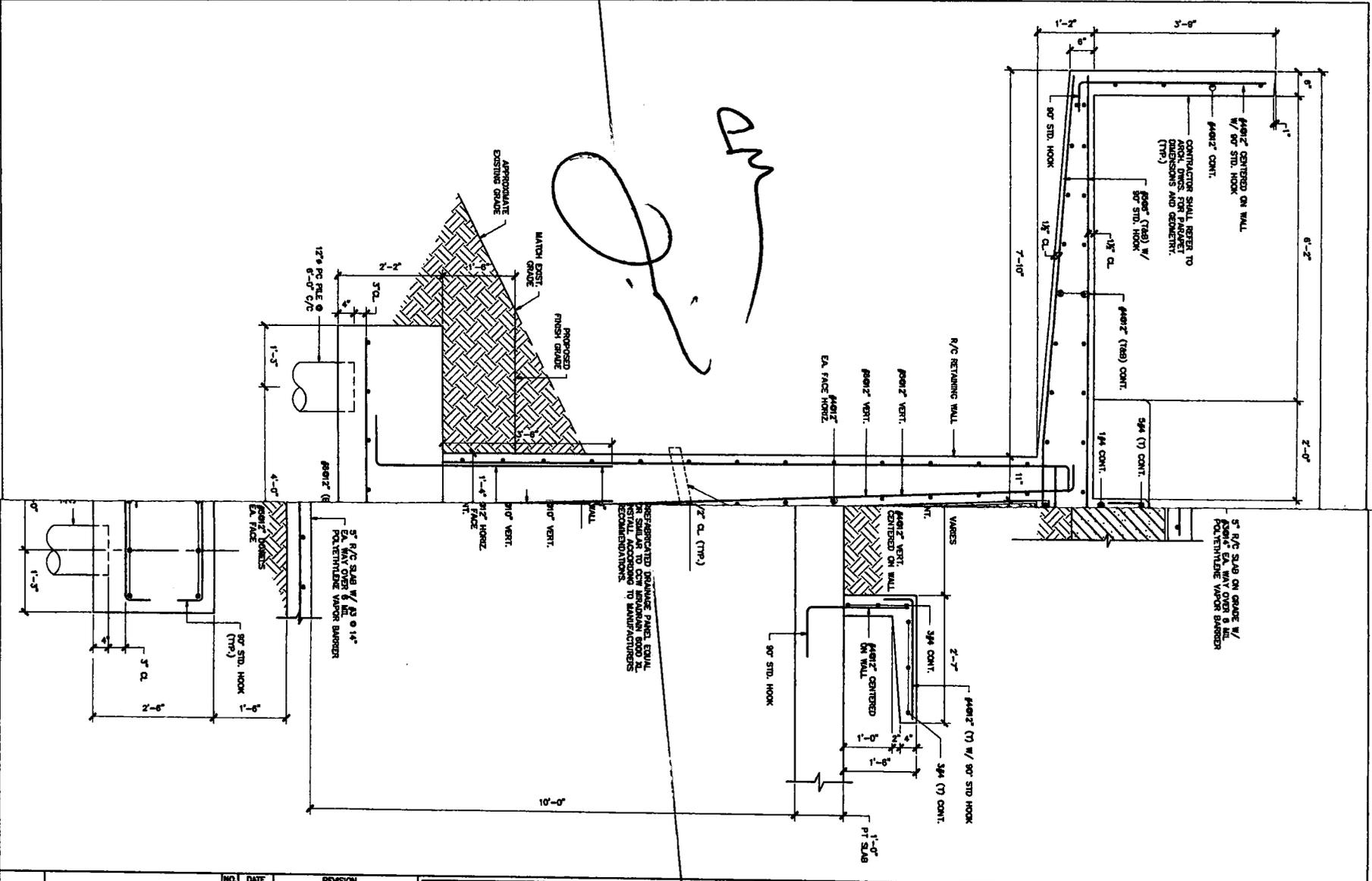
We request to be consulted should there be any questions on the intent and general scope of our recommendations, and to be informed of any changes that may require additional recommendations due to a change of scope. We also request to be provided a set of the final design drawings for this project for our review to verify that our recommendations have been implemented as intended.

Respectfully Submitted,

GEO CIM, INC. - LUIS O. GARCIA & ASSOCIATES

  
Luis O. Garcia, PE  
Principal

Project No. 4632  
October 7, 2014



*Handwritten signature/initials*

REBAR/STITCHED, STAINLESS STEEL FIBER CONCRETE  
 REINFORCED CONCRETE SHALL BE INSTALLED IN  
 ACCORDANCE WITH THE FOLLOWING MANUFACTURER'S  
 RECOMMENDATIONS.

NO.	DATE	REVISION

**BID SET**  
 DATE: JUN. 24, 2014

**ARCHITECTS**  
**SPACE PLANNERS**  
**INTERIOR ARCHITECTS**

**SCF**

13 2nd Street, Metro Office Park  
 Guaynabo, P.R. 00968-1712

**AFI**  
 AUTORREDO PARA EL FORTALECIMIENTO  
 DE LA INFRAESTRUCTURA  
Escuela Luis A. Ferrer de Ponce, P.R.

PASEO PUERTA DE TIERRA FASE III  
 TERRAZA DEL MAR  
 SAN JUAN, PUERTO RICO

SECTIONS

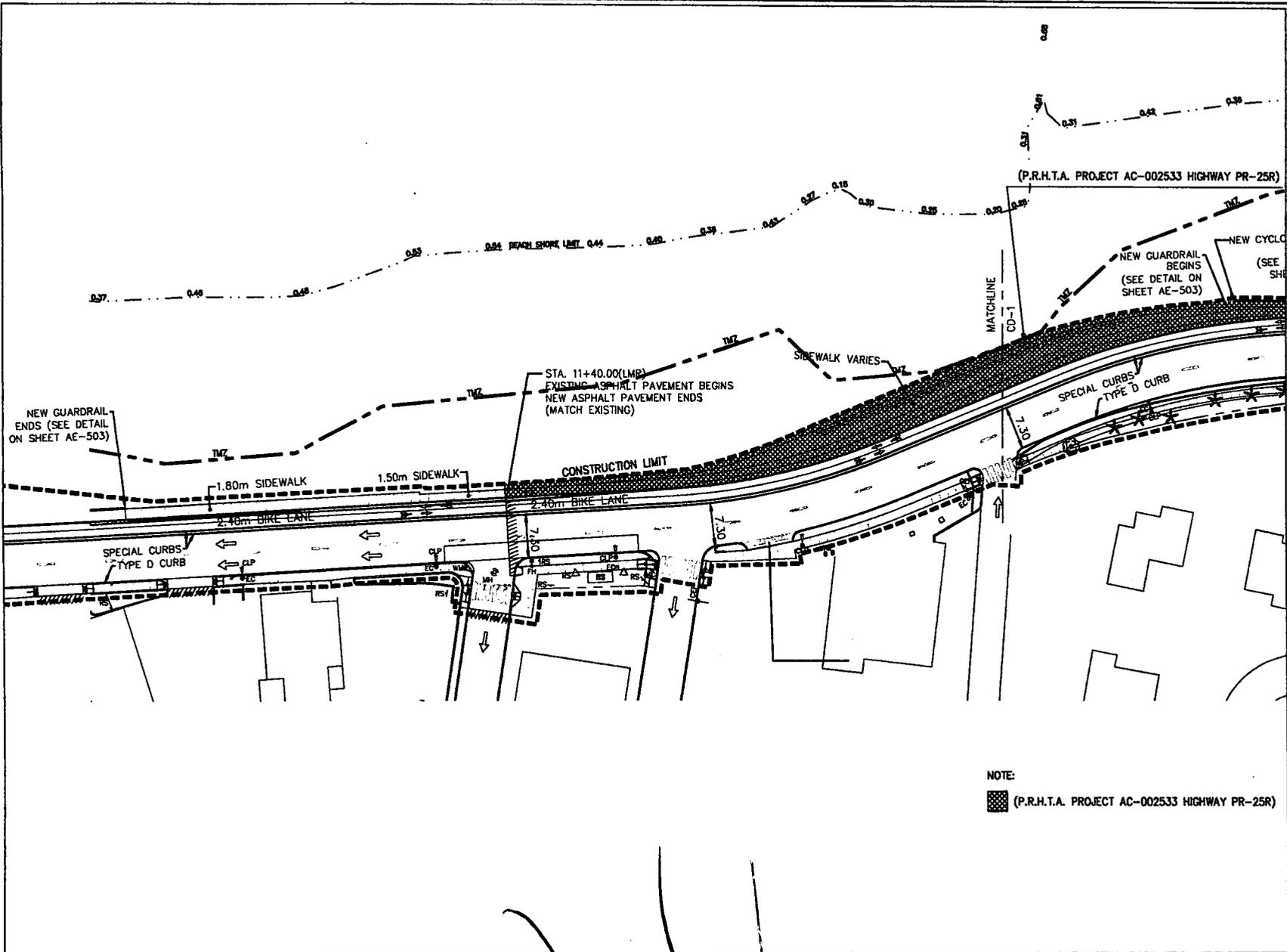
PREPARED BY

**BH**

**BARRETT • HALE • ALAMO**  
CONDOMINIO ALAMO TERRAZA DEL MAR, SAN JUAN, P.R.



CLARIFICATION DRAWING



NOTE:  
 (P.R.H.T.A. PROJECT AC-002533 HIGHWAY PR-25R)

*[Handwritten signature]*

PASEO PUERTA DE TIERRA

ADDENDUM # 3 - PHASE IV

DATE : 07-10-2014  
 DWG. NO. : CD-1A

ARCHITECTS  
 SPACE PLANNERS  
 INTERIOR ARCHITECTS

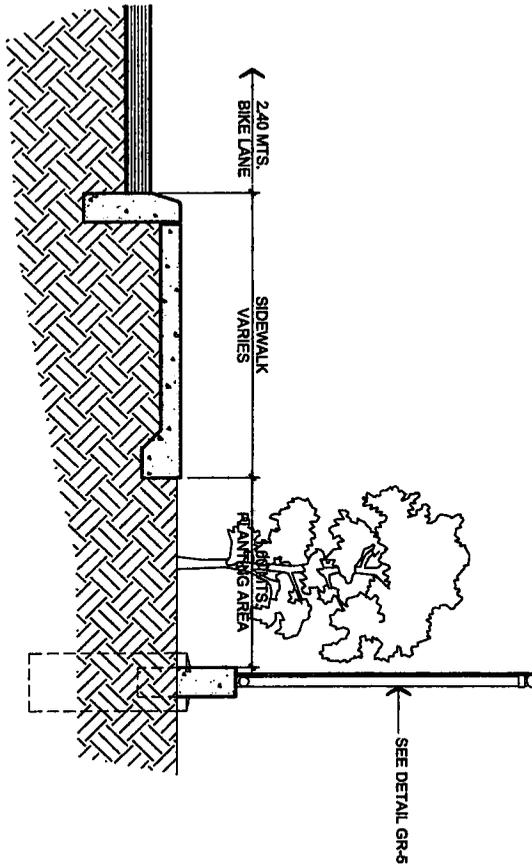
5-14-11 A4 P.H.T.A. -1A

Micro Office Park  
 No. 11, 2nd Floor  
 San Juan, P.R. 00906-1712



CLARIFICATION DRAWING

DETAIL  
SCALE: 1/2" = 1'-0"



*Handwritten signature*

ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS



SCALE: ARCHINA - 1/4"  
Metro Office Park  
Rm. 11, 2nd Street  
Guaynabo, P.R. 00962-1712

PASEO PUERTA DE TIERRA

ADDENDUM # 3 - PHASE IV

DATE : 07-10-2014  
DWG. NO. : CD-1B



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

**ADDENDUM 4**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

A: Todos los Proponentes

Fecha: 9 de octubre de 2014.

La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 4* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV Municipio de San Juan. Esto con el propósito de incluir información adicional a los pliegos de subasta emitidos el 22 de septiembre de 2014.

Documentos incluidos en este *Addendum*:

1. Permisos y Endosos:
  - A. Endoso a los documentos de construcción.
    1. Autorización de Corte, Poda, Transplante y Siembra Fase 1.
2. Inclusión de tablas a los documentos de construcción.
  - a. "REFORESTATION TABLE 1\_PHASE 1".
  - b. "REFORESTATION TABLE 2\_PHASE 1".
  - c. "TREE INVENTORY TABLE SUMMARY\_PHASE 1".
  - d. "TREE INVENTORY TABLE\_PHASE 1".
3. Planos de Reforestación a los documentos de Construcción.
  - a. C 47, C 47-15, C 47-16, C 47-17, C 47-18, C 47-19, C 47-20, C 47-21, C 47-22, C 47-23 y C 47-24
4. Constestación a Preguntas

El licitador acusará recibo de este *Addendum 4* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 4* se envía mediante correo electrónico y no tendrá que ser recogido en nuestras oficinas. Todo lo demás dispuesto en las Instrucciones al Proponente, incluyendo el *Addendum 1*, *Addendum 2*, *Addendum 3* y este *Addendum 4* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio.

Cordialmente,

Sra. María L. Santiago Rivera  
Presidenta  
Junta de Subastas

Katja González Torres, AIT  
Coordinadora de Proyecto

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757

**AFI**  
AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA  
ESTADO LIBRE ASOCIADO DE PUERTO RICO

**Autorización de Corte, Poda, Trasplante y Siembra de Árboles**

**Paseo Lineal Puerta de Tierra, Fase I "Calle del Tren" (enmienda)**

2014-ACP-00061

**Datos de localización**

De conformidad con las disposiciones de las leyes y reglamentos vigentes, se expide la presente Autorización de Corte, Poda, Trasplante y Siembra de Árboles, Certificado, Privado para las obras a realizarse en un predio de terreno ubicado en:

**Dirección Física**  
Calle del Tren  
Bo. San Juan Antiguo, Sector Puerta de Tierra  
San Juan, Puerto Rico

**Casos de Referencia**  
2014-DEA-00023  
140P-14916CX-SJ  
2014-ACP-00032

**Número(s) de Catastro**  
00-000-000-00

**Dueño(s)**  
AFI – Municipio Autónomo de San Juan

**Calificación**  
Distrito(s) de Calificación: AD  
Distrito(s) Especial(es):  
Distrito(s) Sobrepuesto(s):  
Accesos: Públicos, Privados.  
Distrito en el Mapa de Inundabilidad: X  
Tipo de Suelo:

**Certificado por**  
Ing. Herminio Álamo Morales – Lic.-7805

**Inspector designado**  
Biol. Laredo González Sánchez – 01300-ISF-00430  
Inspector de Siembra y Forestación

**ADDENDUM # 4**  
**OCTOBER 9, 2014**

**Datos de autorización**

**Localización**  
Tipo de Área: Pública, Urbana

**Trasplante de Árboles**  
Cantidad de árboles a trasplantar: 0

**Detalles de la Solicitud**  
Requerimiento de Mitigación: Si (original, No mitigación)  
Requerimiento de Siembra Externa: No

Especies de Árboles	Cantidad Total
	0

**Corte y Remoción de Árboles**  
Cantidad de árboles a cortar o remover: 17

**Conservación de Árboles**  
Cantidad de árboles a conservar: 131

Especies de Árboles	Cantidad Total
Autorización anterior (original)	0
Ver inventario	17

Especies de Árboles	Cantidad Total
Autorización anterior (original)	147
Ver inventario	131

**Poda de Árboles**  
Cantidad de árboles a podarse: 0

**Plan de Mitigación**  
Cantidad de árboles por mitigación: 37  
Cantidad de árboles por concepto de estacionamiento: 0  
Cantidad de árboles por concepto de perímetro: 0  
Cantidad de árboles a sembrar: 37

Especies de Árboles	Cantidad Total
	0

**Condiciones generales**

- Cualquier cambio o variación a la actividad aquí aprobada requerirá la previa autorización escrita de la OGP.
- El peticionario asume total y absoluta responsabilidad por daños a personas, propiedad pública y privada o cualquier otro daño que resulte de la obra aquí autorizada.
- Se deberá tener evidencia de la autorización otorgada en y durante el transcurso de las obras a realizarse.
- Al recibo de este documento, el peticionario y el personal asignado al proyecto, deberán reunirse con el proyectista o contratista a cargo de los trabajos de construcción y discutir los pormenores de esta autorización. El proyectista o contratista deberá mantener copia de la autorización en el área de los trabajos y dará conocimiento a todos los supervisores de obra de las actividades autorizadas y las

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**Autorización de Corte, Poda, Trasplante y Siembra de Árboles**

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condiciones en los anejos correspondientes.

5. La concesión de esta autorización no lo libera de la responsabilidad de obtener cualquier otro(s) permiso(s) que pueda(n) ser requerido(s) por cualquier otra agencia federal, estatal o municipal.
6. Cuando las actividades autorizadas en esta autorización requieran movimiento de tierra deberá obtener un Permiso de Actividad Incidental según estipulado en el Reglamento Conjunto de Permisos para Obras de Construcción y Usos de Terrenos.
7. Las actividades autorizadas en esta autorización deberán ser realizadas y supervisadas por un Arquitecto Paisajista o un Agrónomo, según descrito en el Reglamento Conjunto.
8. Las actividades autorizadas en esta autorización deberán ser realizadas y supervisadas por un Inspector Autorizado de Siembra (ISF), según descrito en el Reglamento Conjunto.
9. Esta autorización tendrá la vigencia del término programado para la construcción del proyecto propuesto, según estipulado en la planificación del mismo.
10. El Plan de Siembra se implementará en su totalidad en un término de seis (6) meses luego de terminados los trabajos de construcción. Durante la fase de implementación del Plan de Siembra se deberá dar mantenimiento a los árboles sembrados para asegurar el éxito de la siembra. En dicho plan se incluirá: revisión de sistemas de anclaje, riego, poda árboles jóvenes, abonamiento, manejo de plagas y enfermedades y cualquier otra práctica que se entienda necesaria.
11. Se implantará el Plan de Mantenimiento para los árboles sembrados el cual tendrá una duración mínima de seis (6) meses luego de terminada la implantación del Plan de Mitigación autorizado.
12. De existir un cuerpo de agua, el movimiento de tierra y el corte de árboles se realizará fuera de la faja verde de cinco (5) metros de anchos, colindantes con el mismo. La faja verde permanecerá en su estado natural.
13. El Inspector Autorizado de Siembra (ISF) certificará a OGPe la culminación del Plan de Mitigación.
14. El Peticionario deberá solicitar la renovación de esta autorización con al menos treinta (30) días de antelación a la fecha de vencimiento; luego de este término deberá someter una solicitud de autorización nueva que cumpla con las leyes y reglamentos vigentes.
15. Se deberá informar por escrito a OGPe la fecha en la cual se haya terminado la obra de construcción propuesta dentro de un término de diez (10) días laborables, luego de pasada la misma. De no someter información el proponente estará sujeto a penalidad.
16. La autorización de corte, poda, trasplante y siembra expedida junto con la determinación final de la OGPe no entrará en vigencia sino hasta quince (15) días después de haber sido emitida la misma.
17. Durante dicho término, la OGPe y/o la Junta de Planificación podrá realizar una inspección al predio y/o auditoría de los documentos y certificaciones radicadas para el caso para verificar la veracidad de la información presentada.
18. Si de la inspección o auditoría realizada surge que la documentación presentada debe ser corregida, se procederá a notificar al Inspector Autorizado de Siembra (ISF) que certificó la información y la autorización quedará sin efecto hasta que se corrijan las deficiencias. Ello, sin menoscabo de las demás acciones que pueda tomar la OGPe y/o la Junta de Planificación a tenor con las facultades que le fueran conferidas por la Ley Núm. 161, supra y los reglamentos adoptados a su amparo.

Una parte adversamente afectada por una actuación, determinación final o resolución podrá presentar una moción de reconsideración, dentro del término jurisdiccional de veinte (20) día contados a partir de la fecha de archivo en autos, de copia de la notificación de la actuación, determinación final o resolución. Además, la parte adversamente afectada podrá solicitar la celebración de una vista administrativa para la consideración de la Moción de Reconsideración. La celebración de la vista será una determinación discrecional. Presentada la moción, la división correspondiente de la Oficina de Gerencia de Permisos, el Profesional Autorizado, o el Municipio Autónomo con Jerarquía de la I a la V, elevará a la división de reconsideración de la OGPe copia certificada del expediente del caso, dentro de los diez (10) días naturales siguientes a la radicación de la moción.

La parte adversamente afectada notificará copia de la moción de reconsideración a las partes y a los interventores que hayan sido autorizados, dentro de las cuarenta y ocho (48) horas de haber radicado la moción. El requisito de notificación es de carácter jurisdiccional. En la moción, la parte que presenta la misma certificará a la Oficina de Gerencia de Permisos su cumplimiento con este requisito. La notificación podrá hacerse por correo o por cualquier medio electrónico que se establezca en el Reglamento Interno.

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**Firmas y sellos**

---

Fecha de expedición  
12 AGOSTO 2014



Arq. Alberto Lastra Power  
Director Ejecutivo

**ADDENDUM # 4**  
**OCTOBER 9, 2014**

Proyecto:  
Localización:  
Fecha:

**PASEO PUERTA DE TIERRA: FASE I "CALLE DEL TREN"**  
**SAN JUAN, PUERTO RICO**  
**MARZO DE 2014**  
**PLAN DE REFORESTACION**

Condiciones existentes		SIEMBRA
ARBOLES PARA REMOCION >4" <24"	17	34
ARBOLES PARA REMOCION ≥24" <40"	1	3
ARBOLES PARA REMOCION ≥40"	0	0
ESPECIES AMENAZADAS/EN PELIGRO	0	0
EN VIGILANCIA DE LITORAL (SVL)	0	0
EN ZONA MARITIMO TERRESTRE (ZMT)	0	0
ARBOLES PARA TRANSPLANTE	0	0
ARBOLES A PERMANECER	131	131
<b>Plano de Situacion</b>		
SOLARES NUEVOS A CREARSE	0	0
ESTACIONAMIENTOS NUEVOS (U)	0	0
PERIMETRO (LF)	0	0
<b>Total a Sembrar</b>		<b>37</b>



Fecha de Emisión: 2015-03-16

**ADDENDUM # 4**  
**OCTOBER 9, 2014**

SubTotal a Sembrar Fases III-IV	533	Hojas CR47-8 a 14 y CR47-15 a 24
Por Impactos Adicionales en Fase II	32	Hojas CR47-15 a 24
Por Impactos Adicionales en Fase I (c.Tren)	37	Hojas CR47-15 a 24
<b>Total</b>	<b>602</b>	

Especies	Cantidad	Nombre Científico	ID	Especificaciones Min.	Ubicados	Hoja
ALMENDRA	6	<i>Terminalia catappa</i>	Tc	6' O/A, 5-7 gal	6	CR47-8 a 14
EMAJAGUILLA	19	<i>Thespesia populnea</i>	Tp	6' O/A, 5-7 gal	19	CR47-8 a 14
GUAYABACON	17	<i>Myrcianthes fragrans</i>	Mf	6' O/A, 5-7 gal	17	CR47-8 a 14
NEEM	40	<i>Azadirachta indica</i>	Al	6' O/A, 5-7 gal	40	CR47-8 a 14
PALMA DATILERA	14	<i>Phoenix dactylifera</i>	Pd	6' O/A, 5-7 gal	14	CR47-8 a 14
PALMA SABAL	13	<i>Sabal causiarum</i>	Sc	6' O/A, 5-7 gal	13	CR47-8 a 14
PALO SANTO	29	<i>Bulnesia arborea</i>	Ba	6' O/A, 5-7 gal	29	CR47-8 a 14
ROBLE BLANCO	52	<i>Tabebuia heterophylla</i>	Th	6' O/A, 5-7 gal	52	CR47-8 a 14
UBILLA	72	<i>Coccoloba diversifolia</i>	Cd	6' O/A, 5-7 gal	72	CR47-8 a 14
UVA PLAYERA	48	<i>Coccoloba uvifera</i>	Cu	6' O/A, 5-7 gal	48	CR47-8 a 14
MANGLE BOTON	99	<i>Conocarpus erectus</i>	Ce	6' O/A, 5-7 gal	99	CR47-15 a 24
PENDULA	55	<i>Citharexylum fruticosum</i>	Cf	6' O/A, 5-7 gal	55	CR47-15 a 24
ROBLE BLANCO	92	<i>Tabebuia heterophylla</i>	Th	6' O/A, 5-7 gal	92	CR47-15 a 24
UBILLA	46	<i>Coccoloba diversifolia</i>	Cd	6' O/A, 5-7 gal	46	CR47-15 a 24

<b>Total</b>	<b>602</b>
<b>Ubicados</b>	<b>602</b>
<b>Pendientes</b>	<b>0</b>

Distribución de Árboles para Reforestación	
Nativos	85.22%
Proveen Alimento a las Aves Silvestres	100.00%
Exóticos Ornamentales	14.78%
Palmas	4.49%



Fecha de Emisión: 2015-03-16

ADDENDUM # 4  
OCTOBER 9, 2014

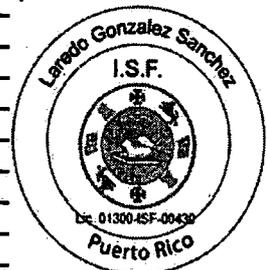
Proyecto : PASEO PUERTA DE TIERRA: FASE I "CALLE DEL TREN"  
 Localizacion: SAN JUAN, PUERTO RICO  
 Fecha: MARZO DE 2014  
**INVENTARIO DE ARBOLES**

ID	Nombre Comun	DBH (")	Altura (')	Estado	Posible Accion
1	ALMACIGO	6.50	10.00	BUENO	CONSERVAR
2	ALMENDRA	42.00	35.00	BUENO	CONSERVAR
3	ALMENDRA	26.00	35.00	BUENO	CONSERVAR
4	ALMENDRA	30.00	35.00	BUENO	CONSERVAR
5	ALMACIGO	5.00	10.00	BUENO	CONSERVAR
6	ALMACIGO	5.00	8.00	BUENO	CONSERVAR
7	ALMACIGO	9.50	15.00	BUENO	CONSERVAR
8	ALMACIGO	7.00	8.00	BUENO	CONSERVAR
9	ALMACIGO	4.50	12.00	BUENO	CONSERVAR
10	ALMACIGO	4.25	12.00	BUENO	CONSERVAR
11	ALMACIGO	8.00	12.00	BUENO	CONSERVAR
12	ALMACIGO	7.00	15.00	BUENO	CONSERVAR
13	ALMACIGO	9.00	20.00	BUENO	CONSERVAR
14	ROBLE VENEZOLANO	7.50	18.00	BUENO	CONSERVAR
15	ALMACIGO	6.00	8.00	BUENO	CONSERVAR
16	ALMACIGO	7.00	12.00	BUENO	CONSERVAR
17	ALMACIGO	7.00	12.00	BUENO	CONSERVAR
18	ALMENDRA	22.00	30.00	BUENO	CONSERVAR
19	ALMENDRA	5.50	12.00	BUENO	CONSERVAR
20	PALMA REAL	17.00	20.00	BUENO	CONSERVAR
21	PALMA REAL	14.50	20.00	BUENO	CONSERVAR
22	PALMA REAL	12.50	25.00	BUENO	CONSERVAR
23	PALMA REAL	16.00	25.00	BUENO	CONSERVAR
24	PALMA REAL	15.00	22.00	BUENO	CONSERVAR
25	PALMA REAL	12.50	22.00	BUENO	CONSERVAR
26	PALMA REAL	12.00	22.00	BUENO	CONSERVAR
27	PALMA REAL	16.00	20.00	BUENO	CONSERVAR
28	PALMA REAL	15.00	22.00	BUENO	CONSERVAR
29	ADONIDIA	5.50	12.00	BUENO	CONSERVAR
30	PALMA DE COCO	12.00	25.00	BUENO	CONSERVAR
30a	LENGUA DE MUJER	28.00	25.00	BUENO	REMOVED
31	ALMACIGO	4.00	15.00	BUENO	REMOVED
32	ALBIZIA	11.00	30.00	BUENO	REMOVED
33	ALMENDRA	4.00	13.00	BUENO	REMOVED
34	PALMA REAL	11.00	15.00	BUENO	REMOVED
35	PALMA REAL	11.00	15.00	BUENO	CONSERVAR
36	PALMA REAL	10.00	15.00	BUENO	CONSERVAR
37	PALMA REAL	12.00	15.00	BUENO	CONSERVAR
38	PALMA REAL	12.00	18.00	BUENO	CONSERVAR
39	PALMA REAL	11.00	18.00	BUENO	CONSERVAR
40	PALMA REAL	11.00	15.00	BUENO	CONSERVAR
41	ALMENDRA	21.00	50.00	BUENO	CONSERVAR
42	EMAJAGUILLA	12.00	20.00	BUENO	CONSERVAR
43	EMAJAGUILLA	11.00	20.00	BUENO	CONSERVAR
44	EMAJAGUILLA	4.00	15.00	BUENO	CONSERVAR
45	GUABA	10.50	30.00	BUENO	CONSERVAR
46	AGUACATE	6.00	25.00	BUENO	CONSERVAR
47	PALMA DE COCO	12.00	30.00	BUENO	CONSERVAR
48	QUENEPA	6.50	25.00	BUENO	CONSERVAR
49	CAOBA HONDUREÑA	35.00	60.00	BUENO	CONSERVAR
50	CAOBA HONDUREÑA	12.00	30.00	BUENO	CONSERVAR
51	CAOBA HONDUREÑA	39.00	60.00	BUENO	CONSERVAR
52	CAOBA HONDUREÑA	33.00	60.00	BUENO	CONSERVAR

76	LENGUA DE MUJER	15.00	30.00	BUENO	CONSERVAR
77	LENGUA DE MUJER	6.00	15.00	BUENO	CONSERVAR
78	PALMA REAL	9.00	15.00	BUENO	CONSERVAR
79	PALMA REAL	12.00	15.00	BUENO	CONSERVAR
80	LENGUA DE MUJER	13.00	30.00	BUENO	CONSERVAR
81	JAGUEY	13.00	20.00	BUENO	CONSERVAR
82	ALMENDRA	21.00	40.00	BUENO	CONSERVAR
83	PALMA REAL	9.50	25.00	BUENO	CONSERVAR
84	PALMA REAL	12.00	25.00	BUENO	REMOVER
85	QUENEPA	9.00	30.00	BUENO	CONSERVAR
86	PALMA DE COCO	11.00	30.00	BUENO	CONSERVAR
87	PALMA DE COCO	10.00	30.00	BUENO	CONSERVAR
88	PALMA DE COCO	15.00	30.00	BUENO	REMOVER
89	PALMA DE COCO	10.50	30.00	BUENO	REMOVER
90	MANGO	20.00	30.00	BUENO	CONSERVAR
91	UCAR	21.00	40.00	BUENO	CONSERVAR
92	ALMACIGO	9.00	15.00	BUENO	CONSERVAR
93	ALMACIGO	16.50	20.00	BUENO	CONSERVAR
94	ALMACIGO	16.00	20.00	BUENO	CONSERVAR
95	ALMACIGO	12.00	25.00	BUENO	CONSERVAR
96	ALMACIGO	10.50	20.00	BUENO	CONSERVAR
97	ALMACIGO	12.00	20.00	BUENO	CONSERVAR
98	ALMACIGO	11.50	12.00	BUENO	CONSERVAR
99	ALMACIGO	9.50	15.00	BUENO	CONSERVAR
100	ALMACIGO	6.50	15.00	BUENO	CONSERVAR
101	ALMACIGO	10.00	12.00	BUENO	CONSERVAR
102	ALMACIGO	13.50	15.00	BUENO	CONSERVAR
103	ALMACIGO	18.00	20.00	BUENO	CONSERVAR
104	ALMACIGO	9.00	12.00	BUENO	CONSERVAR
105	ALMACIGO	10.00	15.00	BUENO	CONSERVAR
106	ALMACIGO	12.00	15.00	BUENO	CONSERVAR
107	ALMACIGO	9.00	15.00	BUENO	CONSERVAR
108	ARBOL DE ORQUIDEA	5.50	12.00	BUENO	CONSERVAR
109	ARBOL DE ORQUIDEA	2.50	15.00	BUENO	CONSERVAR
110	ARBOL DE ORQUIDEA	4.50	15.00	BUENO	CONSERVAR
111	ARBOL DE ORQUIDEA	5.00	12.00	BUENO	CONSERVAR
112	ARBOL DE ORQUIDEA	4.00	10.00	BUENO	CONSERVAR
113	ALMENDRA	14.00	25.00	BUENO	CONSERVAR
114	PALMA REAL	10.00	20.00	BUENO	CONSERVAR
115	PALMA REAL	10.00	20.00	BUENO	CONSERVAR
116	PALMA REAL	10.00	15.00	BUENO	CONSERVAR
117	ALMENDRA	5.50	20.00	BUENO	CONSERVAR
118	ALMENDRA	8.00	25.00	BUENO	CONSERVAR
119	ALMENDRA	7.00	22.00	BUENO	CONSERVAR
120	ALMENDRA	10.00	20.00	BUENO	CONSERVAR
121	ALMENDRA	5.50	20.00	BUENO	CONSERVAR
122	ALMENDRA	21.00	35.00	BUENO	CONSERVAR
123	ALMENDRA	20.00	30.00	BUENO	CONSERVAR
124	ALMENDRA	5.50	20.00	BUENO	CONSERVAR
125	ALMENDRA	4.00	15.00	BUENO	CONSERVAR
126	ALMENDRA	5.00	15.00	BUENO	CONSERVAR
127	ALMENDRA	7.00	20.00	BUENO	CONSERVAR
128	ALMENDRA	9.50	25.00	BUENO	CONSERVAR
129	ALMENDRA	7.00	20.00	BUENO	CONSERVAR
130	ALMENDRA	7.00	20.00	BUENO	CONSERVAR
131	ALMENDRA	8.00	20.00	BUENO	CONSERVAR
132	PALMA DE COCO	10.50	20.00	BUENO	CONSERVAR
133	MARIA	4.00	12.00	BUENO	CONSERVAR
134	MARIA	13.00	20.00	BUENO	CONSERVAR
135	PALMA REAL	11.00	25.00	BUENO	CONSERVAR

*Handwritten initials/signature*

**ADDENDUM # 4  
OCTOBER 9, 2014**



Fecha de Expiración: 2015-03-19

136	PALMA REAL	14.00	20.00	BUENO	CONSERVAR
137	PALMA REAL	12.00	20.00	BUENO	CONSERVAR
138	PALMA REAL	12.00	35.00	BUENO	CONSERVAR
139	PALMA REAL	11.00	25.00	BUENO	CONSERVAR
140	PALMA REAL	10.00	20.00	BUENO	CONSERVAR
141	PALMA REAL	11.00	20.00	BUENO	CONSERVAR
142	PALMA REAL	15.00	20.00	BUENO	CONSERVAR
143	PALMA REAL	10.00	20.00	BUENO	CONSERVAR
144	PALMA REAL	11.00	20.00	BUENO	CONSERVAR
145	ALMENDRA	14.00	25.00	BUENO	CONSERVAR
146	ALMENDRA	12.00	30.00	BUENO	CONSERVAR

*[Handwritten signature]*  
*[Handwritten initials]*

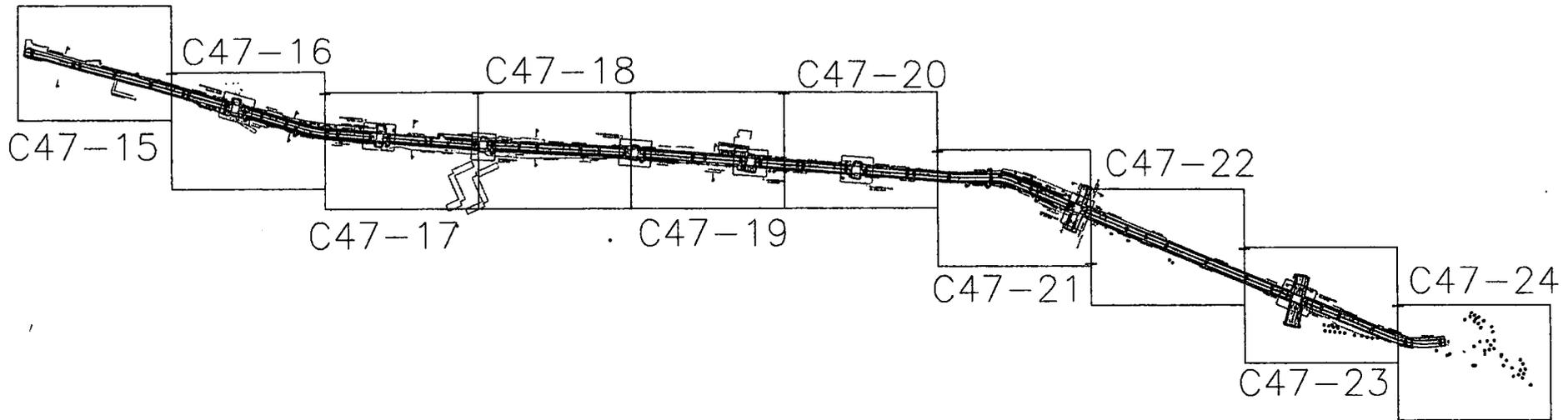
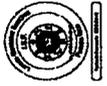
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RESUMEN DE TABLA DE INVENTARIO

Especies	20		7	0	20
Especies	Cantidad	Nombre Científico	REMOVER	TRASPLANTAR	CONSERVAR
AGUACATE	2	<i>Veitchia merrillii</i>	0	0	2
AGUACATE	2	<i>Persea americana</i>	0	0	2
ALBIZIA	3	<i>Albizia procera</i>	2	0	1
ALMACIGO	30	<i>Bursera simaruba</i>	1	0	29
ALMENDRA	28	<i>Terminalia catappa</i>	1	0	27
ARBOL DE ORQUIDEA	5	<i>Bauhinia purpurea</i>	0	0	5
CAOBA HONDUREÑA	5	<i>Swietenia macrophylla</i>	0	0	5
EMAJAGUILLA	3	<i>Thespesia populnea</i>	0	0	3
FLAMBOYAN	2	<i>Delonix regia</i>	1	0	1
GUABA	1	<i>Inga vera</i>	0	0	1
GUAMA AMERICANO	2	<i>Pithecolobium dulce</i>	0	0	2
JAGUEY	1	<i>Ficus trigonata</i>	0	0	1
LENGUA DE MUJER	9	<i>Albizia lebbek</i>	2	0	7
MANGO	1	<i>Mangifera indica</i>	0	0	1
MARIA	2	<i>Calophyllum calaba</i>	0	0	2
PALMA DE COCO	7	<i>Cocos nucifera</i>	2	0	5
PALMA REAL	41	<i>Roystonea borinquena</i>	8	0	33
QUENEPA	2	<i>Melicoccus bijugatus</i>	0	0	2
ROBLE VENEZOLANO	1	<i>Tabebuia rosea</i>	0	0	1
UCAR	1	<i>Bucida buceras</i>	0	0	1
TOTAL	148		17	0	131



ADDENDUM # 4  
OCTOBER 9, 2014



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ADDENDUM # 4  
OCTOBER 9, 2014

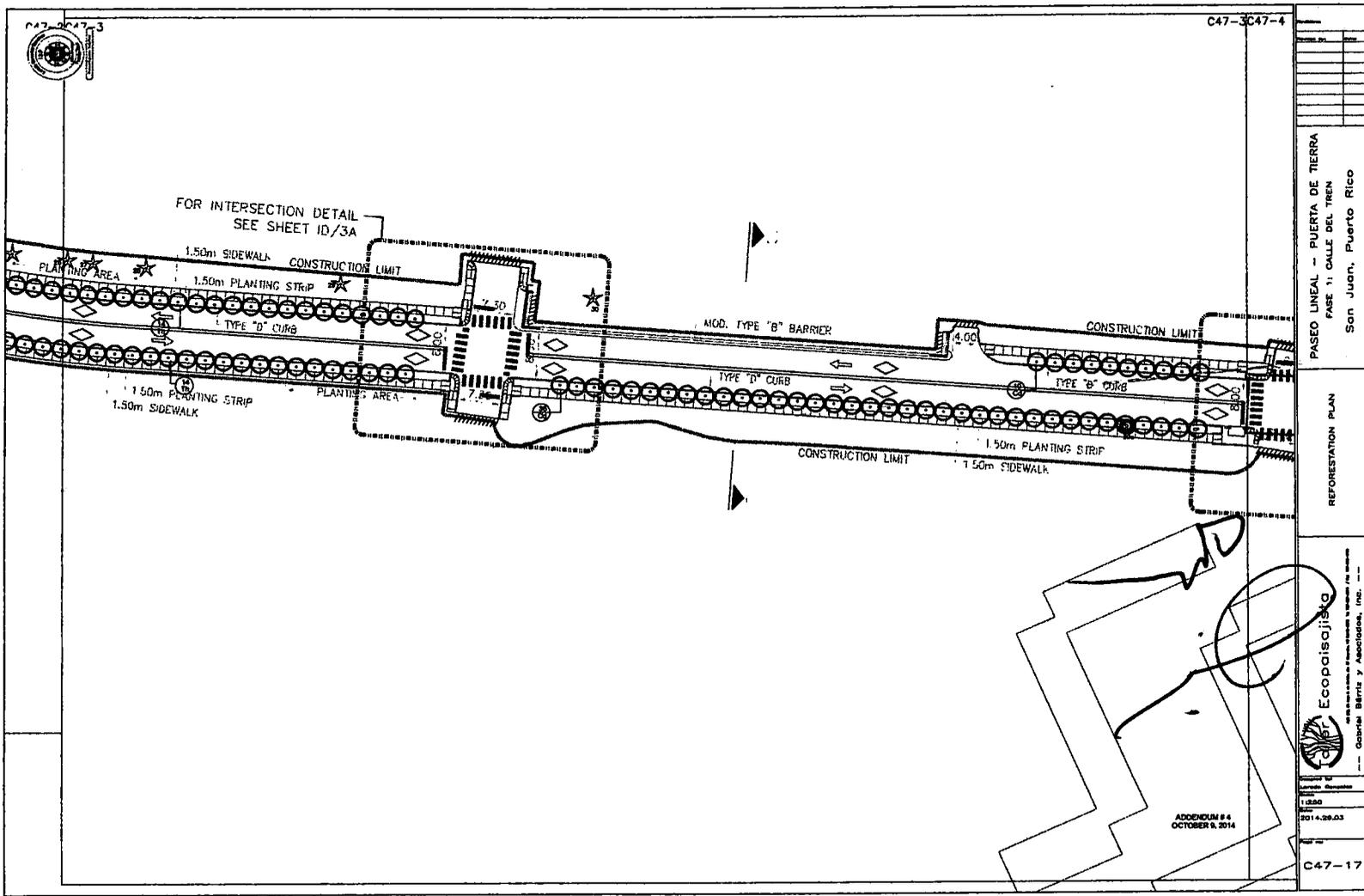
PASEO LINEAL - PUERTA DE TIERRA FASE 1: CALLE DEL TREN San Juan, Puerto Rico	
REFORESTATION PLAN	
Ecopaisajista <small>una empresa de la familia de empresas de la empresa / de la empresa</small> Gabriel Bériz y Asociados, Inc.	
Drawn by: Lázaro González	Scale: NOT TO SCALE
Date: 2014.29.03	Page no.: C47 R.GUIA





C47-3047-3

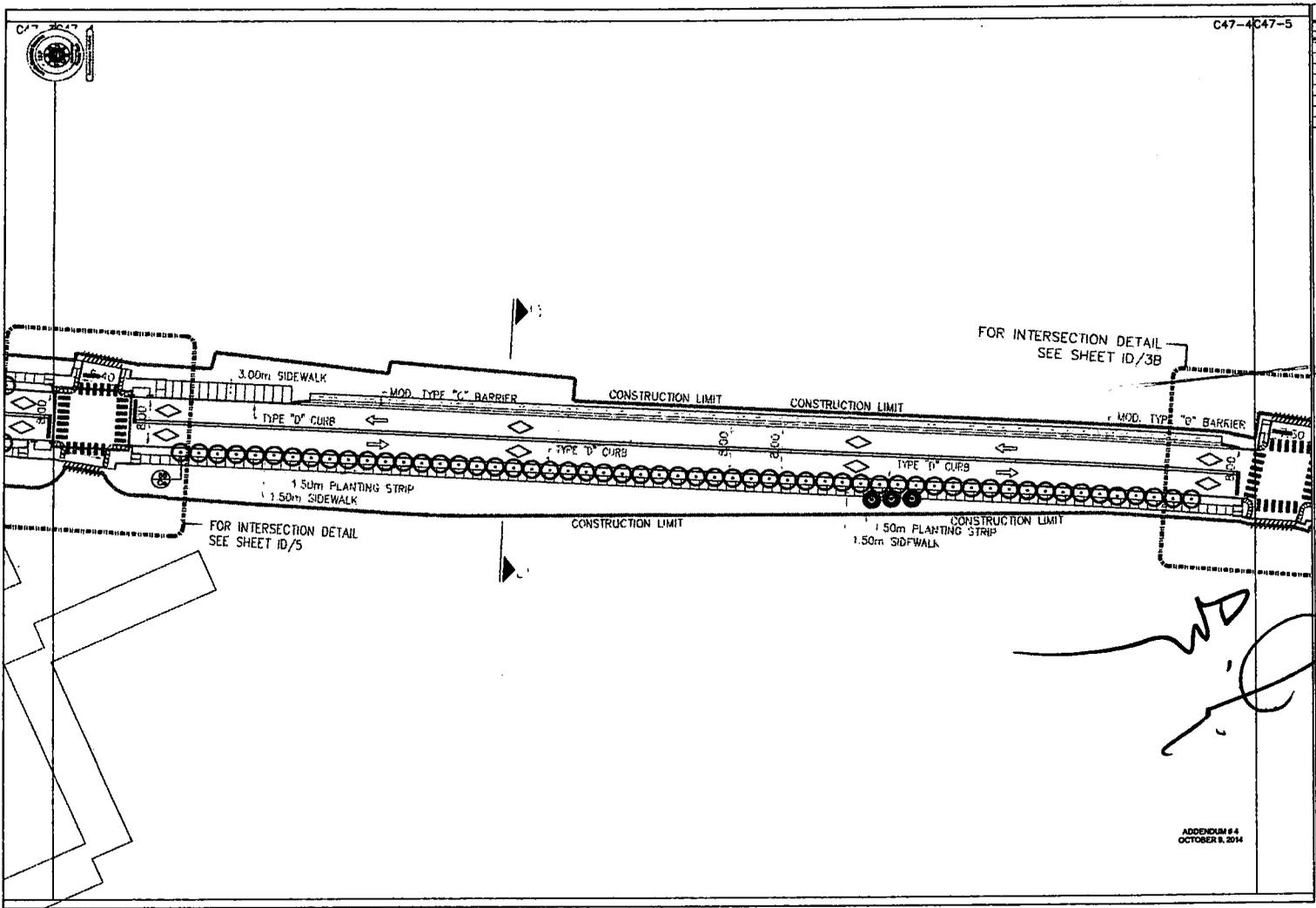
C47-3047-4



PASEO LINEAL - PUERTA DE TIERRA	
FASE 1: CALLE DEL TREN	
San Juan, Puerto Rico	
REFORESTATION PLAN	
 <small>INSTITUTO VENEZOLANO DE INVESTIGACIONES CIENTÍFICAS Y TECNOLÓGICAS</small> <small>INSTITUTO VENEZOLANO DE INVESTIGACIONES CIENTÍFICAS Y TECNOLÓGICAS</small> <small>INSTITUTO VENEZOLANO DE INVESTIGACIONES CIENTÍFICAS Y TECNOLÓGICAS</small>	
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Date:	2014.09.03
Sheet No.:	C47-17

ADDENDUM # 4  
OCTOBER 9, 2014

C47-4C47-5

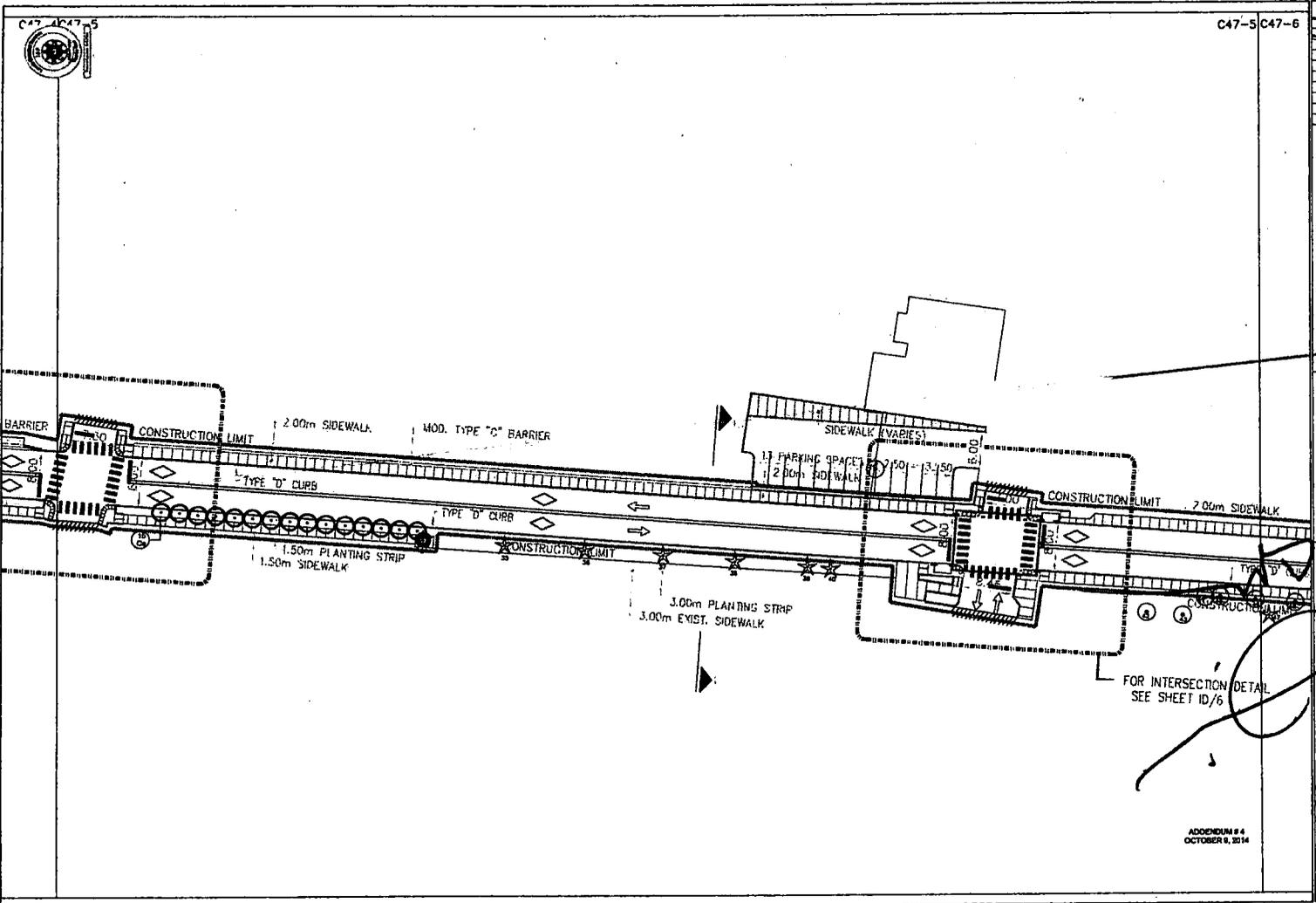


<p>PASEO LINEAL - PUERTA DE TIERRA FASE 1: CALLE DEL TREN San Juan, Puerto Rico</p>	
<p>REPORESTACION PLAN</p>	
<p>Escopisajista Instituto de Recreación y Turismo de Puerto Rico Gobierno, Ciencia y Tecnología, Inc.</p>	
<p>ADDENDUM #4 OCTOBER 8, 2014</p>	
<p>C47-18</p>	

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C47-5

C47-5 C47-6



PASEO LINEAL - PUERTA DE TIERRA  
 FASE 1: CALLE DEL TREN  
 San Juan, Puerto Rico

REFORESTATION PLAN

Ecopaisajista  
 Ecopaisajista, Inc.  
 1000 Highway 100, Suite 100  
 San Juan, Puerto Rico 00906

FOR INTERSECTION DETAIL  
 SEE SHEET ID/6

ADDENDUM #4  
 OCTOBER 9, 2014

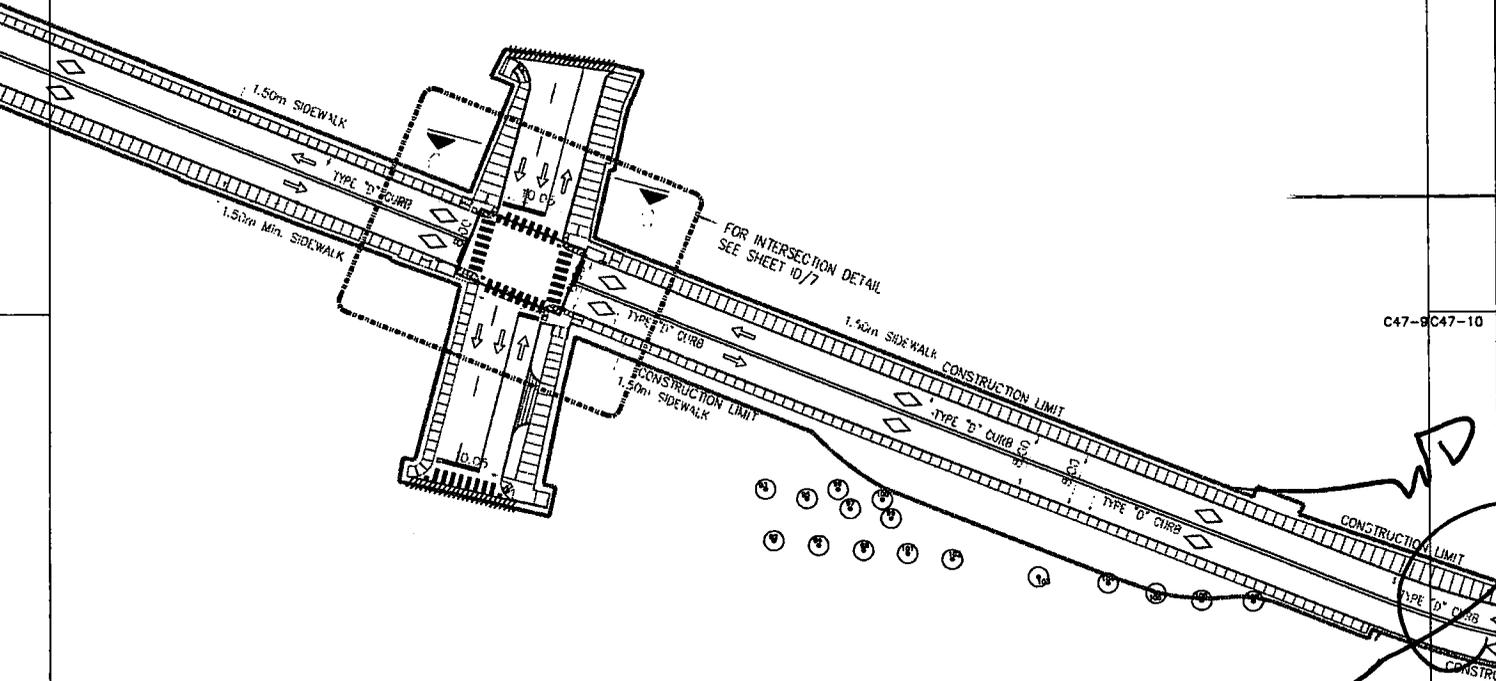
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C47-19









C47-8047-10

PASEO LINEAL - PUERTA DE TIERRA  
 FASE 1: CALLE DEL TREN  
 San Juan, Puerto Rico

RECONSTRUCTION PLAN

Ecopais  
 Ecopais, Inc.  
 Civil Engineers and Architects, Inc.

ADDENDUM # 4  
 OCTOBER 8, 2014

C47-23



**ADDENDUM NO. 4**  
**ANSWERS TO REQUEST FOR INFORMATION (RFI)**

**RFP Number:** AFI-BP-15-05-PASEO  
**Project Name:** Paseo Puerta de Tierra Muñoz Rivera Avenue, Phase III & Phase IV  
Municipality of San Juan  
**Date Issued:** October 9, 2014

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 25, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Debido a la magnitud del proyecto y a que los suplidores y subcontratistas nos indican que necesitan más tiempo para estudiar el proyecto solicitamos que por favor consideren una extensión de tiempo para someter la propuesta.

**RESPONSE:**

CONTESTACIÓN INCLUIDA EN EL ADDENDUM NÚM.3.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 29, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

En la hoja de plano DR-2, indica que la tubería Ø 18" es Class III, sin embargo, en el "Proposal Form", ítem 1.1.5.3, señala que la tubería es Class IV. Favor aclarar.

**RESPONSE:**

LA TUBERÍA PROPUESTA EN EL PROYECTO ES DE 18" Ø RCP (CLASS III), SEGÚN ESPECIFICADO EN "DRAINAGE TABLE" DEL PLANO DR-2.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 29, 2014**  
**RFI NO.2/QUESTION NO.2**

**DESCRIPTION:**

En el "Proposal Form" ítem 2.1.5.4, indica tubería Ø 24" RCP class III, sin embargo, los planos de drenaje DR-1 al DR-5, NO está contemplada. Favor aclarar.

**RESPONSE:**

LA TUBERÍA PROPUESTA EN EL PROYECTO ES DE 18" Ø RCP (CLASS III), SEGÚN ESPECIFICADO EN LOS "DRAINAGE TABLES" DE LOS PLANOS DR-2 Y DR-5. NO SE CONTEMPLA EL USAR TUBERÍA DE 24" Ø RCP (CLASS III) EN EL PROYECTO.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Debido a la complejidad del Proyecto, el "breakdown" solicitado y el corto tiempo otorgado para la preparación de la propuesta, del proyecto en referencia, se le solicita respetuosamente una extensión de tiempo de al mínimo 3 semanas. Esto para beneficio de la AFI, de esta forma el contratista y los subcontratistas tienen la oportunidad de preparar una cotización que cumpla con todos los requisitos establecidos.

**RESPONSE:**

CONTESTACIÓN INCLUIDA EN EL ADDENDUM NÚM.3.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

La hoja de plano AE-107 contiene un "match line" que indica como referencia la hoja AE-107A, esta hoja según la tabla de contenido del plano no existe en el set entregado. Favor proveer la misma.

**RESPONSE:**

CONTESTACIÓN INCLUIDA EN EL ADDENDUM NÚM.2, ITEM B-20.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

Favor aclarar la sección D/S-502 para las zapatas mkd F-3, la misma no aparece en la hoja de plano.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

Favor aclarar la cantidad de pilotes para la zapata F-3. La hoja de plano S-101 muestra una cantidad y la hoja S-502 muestra otra.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

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**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.5**

**DESCRIPTION:**

Favor proveer los detalles 1,2&3/S-101, los mismos no aparecen en la hoja.

**RESPONSE:**

CONTESTACIÓN INCLUIDA EN EL ADDENDUM NUM. 3, INCLUYE LA HOJA S-101 (#264 DE 316) REVISADA.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.6**

**DESCRIPTION:**

Favor proveer detalles del "expansión joint" para los footings del muro de retención, según lo indica la hoja S-002.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.7**

**DESCRIPTION:**

Favor proveer detalle de sección para el muro de retención marcado No. 5. Según muestra la hoja S-102.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.8**

**DESCRIPTION:**

Favor proveer nuevamente la hoja S-103, cuando se imprima la misma no se pueden apreciar los detalles marcados, debido a que salen en negro. Favor ver hoja adjunta.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**DESARROLLOS METROPOLITANOS, LLC**

**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.9**

**DESCRIPTION:**

La hoja S-102 muestra el muro de retención No. 4 con un T.O.W. de 12.65 @ 11.70, sin embargo el detalle I/S-305 lo muestra con un T.O.W. de 12.65 @ 12.05. Favor aclarar.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.1**

**DESCRIPTION:**

En el ítem 1.1.8 PRASA Utility Sanitary Sewer las unidades de los ítems 1.1.8.2 & 1.1.8.3 debe tener la unidad de medida LnM en vez de la existente que indica Each. Favor Aclarar.

**RESPONSE:**

REFERIRSE A ADDENDUM NÚM.3. - EXHIBIT A - PROPOSAL FORM REVISADO.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.2**

**DESCRIPTION:**

Una de las pruebas a realizar en los pilotes aparece en "proposal" como el ítem 1.3.4.2 "Compresion Load Pile Test", sin embargo las otras dos pruebas la lateral y la de vibración no aparecen. Favor aclarar

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.3**

**DESCRIPTION:**

En la hoja S.501 indica que la longitud de los pilotes es de 40 pies, sin embargo hay una nota en la cual se indica que la longitud final se determinara una vez se realicen los "test piles" favor indicar como se pagara la longitud de pilotes en exceso a 40 pies.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**

**RFI NO.3/QUESTION NO.4**

**DESCRIPTION:**

En la nota 5 de la hoja P206 indica el suplidor de los equipos referentes al "pond", sin embargo no tenemos información de los mismos, favor proveer.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.4/QUESTION NO.1**

**DESCRIPTION:**

En el Proposal Form correspondiente a las dos fases, considera en los Ítems 1.1.3.5 y 2.1.3.3, la partida de "Field & Laboratory Office Type 2". En los documentos del contrato, únicamente se contempla el tiempo de 510 días, para el proyecto completo. Necesitaríamos conocer el tiempo de duración de cada fase para la evaluación de estas partidas. Favor aclarar.

**RESPONSE:**

REFERIRSE A LAS CONDICIONES ESPECIALES, ITEM 2 – TEMPORARY FACILITIES, PARA LA DESCRIPCIÓN Y EQUIPO REQUERIDO. EL TIEMPO DE CONSTRUCCIÓN DESCRITO EN LA SECCIÓN 5 DE LAS INSTRUCCIONES A LOS PROPONENTES (ITP) SE REFIERE A AMBAS FASES.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.4/QUESTION NO.2**

**DESCRIPTION:**

En el Proposal Form correspondiente a las dos fases, considera en los Ítems 1.1.3.14 y 2.1.3.11, la partida de "Toxic Material Removal (Lead base Paint & Asbestos)". En el estudio entregado con los documentos, no hay forma de cuantificar que corresponde a cada fase. Solicitamos proveer la información necesaria para la evaluación de dichas partidas en cada una de las fases.

**RESPONSE:**

EL CONTRATISTA ES RESPONSABLE DE DETERMINAR LAS CANTIDADES A BASE DE LA INTERPRETACIÓN DE LA INFORMACIÓN CONTENIDA EN LOS DOCUMENTOS DE SUBASTA, PLANOS, ESPECIFICACIONES, ESTUDIOS, ETC. REFERIRSE A LA HOJA EX-1 PARA EL LIMITE DE LA FASE III Y AL ESTUDIO *LEAD BASED PAINT INSECTION REPORT – JUNE 2014*, PREPARADO POR ZIMMETRY ENVIRONMENTAL MANAGEMENT CORP.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.4/QUESTION NO.3**

**DESCRIPTION:**

En la Hoja de Plano LS-303 hay una nota que dice "Para listado de árboles a ser sembrados en la calle del tren fase 1)... Qué tipo de árboles van a ser y qué tamaño. En el permiso de DRNA no detalla los árboles.

**RESPONSE:**

INCLUIDOS EN ESTE ADDENDUM NUM.4.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.4/QUESTION NO.4**

**DESCRIPTION:**

¿En la remoción de árboles y palmas, incluye cortarlos a nivel de suelo o remover tocones?  
¿Se puede usar Digger/excavadora para remover los tocones o es con un equipo especializado (stump grinder)?

**RESPONSE:**

EN LAS ZONAS DE SENSIBILIDAD ARQUEOLÓGICA SE DEBE SEGUIR LAS INDICACIONES EN LOS DOCUMENTOS Y LAS ESPECIFICACIONES SUMINISTRADAS PARA ESTAS ZONAS. EN ELLAS INDICA EL PROCEDIMIENTO A SEGUIR PARA LAS REMOCIONES DE DICHAS ÁREAS.

EN LAS ÁREAS NO CONSIDERADAS DE SENSIBILIDAD ARQUEOLÓGICA SE PUEDE UTILIZAR EL EQUIPO ADECUADO PARA ELIMINAR LOS ESPECÍMENES INDICADOS A REMOVER Y SUS TOCONES.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.4/QUESTION NO.5**

**DESCRIPTION:**

¿Hay remoción de árboles en áreas sensitivas?

**RESPONSE:**

SI, HAY REMOCIÓN. VER PREGUNTA ANTERIOR.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.5/QUESTION NO.1**

**DESCRIPTION:**

Las partidas 2.1.8.8 y la 2.1.8.9 se repiten favor corregir.

**RESPONSE:**

REFERIRSE A ADDENDUM NÚM.3 PARA *EXHIBIT A – PROPOSAL FORM REVISADO*,

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Las tablas hacen referencia a las hojas LS-14 a la LS-23. Estas hojas no están en el set de Landscape. Favor de confirmar que fueron substituidas por la LS-201 a la LS-211.

**RESPONSE:**

CORRECTO. LOS NUEVOS NUMEROS DE HOJA SON:

- LS-14 → LS-201
- LS-15 → LS-202
- LS-16 → LS-203
- HOJA LS-204 para continuidad
- LS-17 → LS-205
- LS-18 → LS-206
- LS-19 → LS-207
- LS-20 → LS-208
- LS-21 → LS-209
- LS-22 → LS-210
- LS-23 → LS-211

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

¿Se permitirá utilizar el Mulch hecho localmente con madera reciclada?

**RESPONSE:**

SI. SIEMPRE Y CUANDO CUMPLA CON LAS ESPECIFICACIONES, QUE INDICAN LO SIGUIENTE:

"MULCHING MATERIAL- Use cypress or shredded hardwood as produced by a shredding machine to a size acceptable to the Owner. Shredded hardwood - Not subjected to conditions that would shorten its life or cause it to lose any of its value as mulch. Free from leaves, wood shavings, sawdust, termites, toxic substances, and any foreign materials. Rubber mulch made 100% from recycled tire buffing, organically dyed, non-toxic, also accepted. (Submittal required)."

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**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

¿Hace falta instalar el Arbor-Guard en los árboles que estén dentro de manchas arbustos y/o cobertoras donde no se utilizaría el trimer durante el mantenimiento?

**RESPONSE:**

NO. NO ES NECESARIO.

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

Favor de dar unas guías más específicas para poder estimar los pies lineales del sistema de Root Barrier. Ej. Distancia mínima del centro del árbol al encintado o acera para determinar si lleva root barrier? Hasta que distancia del árbol hay que poner el root barrier. ¿La instalación de root barrier aplica a árboles existentes y/o palmas ya transplantadas por otros?

**RESPONSE:**

SE ACLARA QUE EL ROOT BARRIER SE DEBE LIMITAR A LOS ARBOLES A SEMBRARSE EN ESPACIOS DE SIEMBRA DONDE EL INDIVIDUO ARBOREO QUEDA CONFINADO POR PAVIMENTO O ENCINTADO EN TODAS LAS DIRECCIONES. (ej. Alcorques, espacios de siembra individuales dentro de pavimento, etc.), SI APLICA. DE SER NECESARIO, EL ROOT BARRIER SE DEBE INSTALAR SIGUIENDO EL BORDE DONDE EL ESPACIO DE SIEMBRA TERMINA Y COMIENZA EL PAVIMENTO.

ADEMAS, SE DEBE UTILIZAR EL ROOT BARRIER EN LAS ZONAS DE SENSIBILIDAD ARQUEOLOGICA, SIGUIENDO LOS DOCUMENTOS Y LAS ESPECIFICACIONES SUMINISTRADAS PARA ESTAS ZONAS.

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.5**

**DESCRIPTION:**

La partida del root barrier va a ser significativa. No será más costo eficiente fundir la acera con un borde que profundice las 18 pulgadas?

**RESPONSE:**

NO SE CONSIDERÓ ESTA ALTERNATIVA, EL PROPONENTE COTIZARÁ DE ACUERDO A LO ESPECIFICADO. (ver respuesta anterior)

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.6**

**DESCRIPTION:**

Se especifica Asparragos de 2 gal a 1 por cada 1 pie<sup>2</sup>. Clarificar si es intencional?

**RESPONSE:**

SE ACLARA QUE LOS ASPARRAGOS SE DEBEN CONSEGUIR EN CONTENEDORES DE 1 GALON E INSTALAR 1 POR CADA PIE CUADRADO.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.7**

**DESCRIPTION:**

El mismo árbol está clasificado en algunas tablas como 25 gal y en otras como 12'b&b 6' CT. Clarificar si es intencional.

**RESPONSE:**

SI, ES INTENCIONAL.

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.8**

**DESCRIPTION:**

¿Las especificaciones indican que el contratista es responsable de suplir el agua para irrigar las plantas. Esto va a representar un costo sumamente alto si se utiliza agua potable. Existe la posibilidad de obtener agua no potable de algún pozo cercano ya sea del municipio u otra agencia gubernamental?

**RESPONSE:**

EL CONTRATISTA ES RESPONSABLE DE SUPLIR EL AGUA PARA IRRIGAR LAS PLANTAS Y CUALQUIER COORDINACIÓN CORRESPONDIENTE.

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.9**

**DESCRIPTION:**

¿Quién es responsable por el pago de los contadores de agua que van a alimentar los sistemas de riego?

**RESPONSE:**

EL CONTRATISTA ES RESPONSABLE DEL PAGO HASTA LA TERMINACIÓN SUSTANCIAL DEL PROYECTO.

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.10**

**DESCRIPTION:**

¿Cómo se nos va entregar las áreas de jardinería que están bajo construcción en este momento en la Fase III a. Es responsabilidad del contratista actual remover la vegetación existente que no va a permanecer y entregar las áreas listas para el top soil y siembra?

**RESPONSE:**

REFERIRSE AL ITEM 6.2 DE LAS CONDICIONES ESPECIALES (SPECIAL CONDITIONS). PHASE II – CONEXIÓN CONDADO – AVE. MUÑOZ RIVERA SE REFIERA A LA FASE III-A.

SI, ES RESPONSABILIDAD DEL CONTRATISTA ACTUAL.

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**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.11**

**DESCRIPTION:**

Los planos indican unos trasplantes previos en la fase III a. Favor de clarificar.

**RESPONSE:**

TODOS LOS TRASPLANTES DE LA FASE III-A SERÁ ACOMETIDOS POR EL CONTRATISTA ACTUAL DE ESTA ZONA Y NO FORMARÁN PARTE DE ESTA SUBASTA.

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.12**

**DESCRIPTION:**

Están exigiendo una garantía del 100% del material durante el periodo de establecimiento y mantenimiento subsiguiente. ¿Cómo se atenderían daños causados por tormentas y/o huracanes?

**RESPONSE:**

SEGÚN DISPUESTO EN LAS CONDICIONES SUPLEMENTARIAS.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.13**

**DESCRIPTION:**

En la reunión presubasta se habló de top soil y una vegetación en los muros de gaviones que se van a construir. Entiendo que los planos de Landscape no contemplan esta partida. Favor clarificar.

**RESPONSE:**

ESTA PARTIDA ESTÁ INCLUIDA EN LA PARTIDA 5 – ALLOWANCE, ITEM 5.1, DESCRITO EN EL EXHIBIT A-PROPOSAL FORM.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.14**

**DESCRIPTION:**

Favor de clarificar a quien le corresponde el mantenimiento de las áreas verdes no afectadas por los trabajos de jardinería pero que están dentro de los límites del proyecto.

**RESPONSE:**

SERÁ RESPONSABILIDAD DEL CONTRATISTA.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.15**

**DESCRIPTION:**

Parecen faltar hojas del documento C-47

- Listado de árboles en la calle del tren
- Plano de la calle del tren

**RESPONSE:**

REFERIRSE A DOCUMENTOS E INVENTARIOS INCLUIDOS EN ESTE ADDENDUM .

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.16**

**DESCRIPTION:**

No incluyeron en los documentos de corte y poda ningún plano o listado de la fase III a. Favor de clarificar si de haber algún trabajo de corte y poda en esta fase le corresponde al contratista que está realizando los trabajos actualmente.

**RESPONSE:**

TODOS LOS TRANSPLANTES Y TRABAJOS DE CORTE Y PODA DE LA FASE III-A SERÁN ACOMETIDOS POR EL CONTRATISTA ACTUAL DE ESTA ZONA Y NO FORMARÁN PARTE DE ESTA SUBASTA.

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.17**

**DESCRIPTION:**

Hay mucha vegetación en los perímetros del proyecto que no está contemplada en el plano de corte y poda. Esta vegetación afecta en algunos puntos la vista al mar. Favor de clarificar si la poda y limpieza de estas áreas es parte del proyecto. De ser así favor de proveer unas guías más claras.

**RESPONSE:**

ESTA PARTIDA ESTÁ INCLUIDA EN LA PARTIDA 5 – ALLOWANCE, ITEM 5.3, DESCRITO EN EL EXHIBIT A - PROPOSAL FORM REVISADO EN EL ADDENDUM NÚM. 3. LA VEGETACION FUERA DEL ÁREA DESCRITA EN ESTE ALLOWANCE ES RESPONSABILIDAD DEL CONTRATISTA CUANTIFICARLA E INCLUIRLA EN SU PROPUESTA.

---

**FR CONSTRUCTION GROUP, INC.**

**SEPTEMBER 30, 2014**

**RFI NO.1/QUESTION NO.18**

**DESCRIPTION:**

Los planos de riego provistos están incompletos. ¿Se nos va a proveer unos planos más adelantados o nos corresponde a nosotros finalizar los mismos? Sería ideal revisar los diseños para hacerlos más eficientes. En base al tamaño del main line y los aspersores que están indicando se pueden usar válvulas más grandes y dividirlo en menos secciones.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.19**

**DESCRIPTION:**

No especifica tipo de control, ubicación y si se va a correr todas las áreas de un mismo control. Un solo control principal con un sensor de temperatura y lluvia que ajuste automáticamente los % de irrigación seria lo recomendado.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.20**

**DESCRIPTION:**

¿Se nos proveerá planos en CAD para poder realizar los "As Build" o finalizar planos de riego de ser necesario?

**RESPONSE:**

ESTO SERÁ COORDINADO CON EL PROPONENTE O CONTRATISTA AGRACIADO DURANTE EL PROCESO DE CONSTRUCCIÓN.

---

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.21**

**DESCRIPTION:**

Solicitamos extensión de tiempo.

**RESPONSE:**

CONTESTACION INCLUIDA EN EL ADDENDUM NUM. 3.

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**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

On drawing AE-111 (Phase 3) there is a section identified as 18/AE-501. There is no section 18 on drawing AE-501. Please clarify.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

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**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

On drawing AE-111 the north lower level finish is specified as ST-01 and the upper level as ST-02. On the sections shown on drawing AE-501 these finishes are inverted (ST-02 for the lower level and ST-01 for the upper level). Which is correct?

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

On drawing S-102 there are several retaining walls: No. 2, No. 3, and No. 4. There are no details for reinforcing steel and dimensions for the footing and walls for these retaining walls.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

On drawing S-103 there is a section identified as S/S-309, but drawing S-309 was not included in the bid documents. Please clarify

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

On drawing LS-303 there is a note that reads: "Para listado de árboles a ser sembrados en la calle del tren (fase 1)..." What are the type and sizes of these trees? There is no information of these trees in the DRNA permit.

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 3 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.2**

**DESCRIPTION:**

Regarding the tree and palm removal, does it includes cutting at ground level or does the stump has to be removed? Can a digger or excavator be used to remove the stumps or do we need to consider a special equipment (i.e. stump grinder)?

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 4 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.3**

**DESCRIPTION:**

Is there any tree or palm removal in sensitive areas?

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 5 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

---

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.4**

**DESCRIPTION:**

Is the project exempt from sales tax?

**RESPONSE:**

NO.

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**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

El la Hoja de Plano LS-303 hay una nota que dice "Para listado de árboles a ser sembrados en la calle del tren fase 1)... Qué tipo de árboles van a ser y que tamaño. En el permiso del DRNA no detalla los árboles.

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 3 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

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**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.2**

**DESCRIPTION:**

En la remoción de árboles y palmas, incluye cortarlos a nivel de suelo o remover tocones? Se puede usar Digger/excavadora para remover los tocones o es con un equipo especializado (stump grinder)?

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 4 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.3**

**DESCRIPTION:**

Hay remoción en áreas sensitivas?

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 5 – RFI NÚM. 4 / FERROVIAL AGROMAN SA.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.4**

**DESCRIPTION:**

Este proyecto está exento del IVU?

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM. 4 – RFI NÚM. 2 / OMEGA ENGINEERING, LLC.

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**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.1**

**DESCRIPTION:**

1. En cuanto al riego:

Si se interesa utilizar tubería de Cobre y SDR #14 para el Main Line o Schedule #40 y SDR #21.

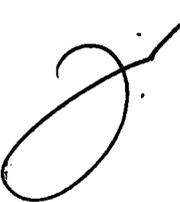
Normalmente se utiliza tubería Schedule 40 para el Main Line y SDR #21 para las tuberías laterales.

El Cobre y SDR #14 encarecen el proyecto bastante; quizás 3 o 4 más de los que cuesta en Schedule 40 y SDR #21.

En las hojas de los planos detalla uso de Schedule 40 para el Main Line y el uso de Cobre y SDR #4.

**RESPONSE:**

SE VA A ACEPTAR PVC SCHEDULE 40 PARA EL MAIN LINE Y PVC-SDR 21 PARA LOS RAMALES.

  
**DDD GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Please consider an extension to the RFP Question Deadline.

  
**RESPONSE:**  
NO SE OTORGARÁ EXTENSIÓN DE TIEMPO.

**DDD GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

Please consider an extension on the Proposal Due Date due to the amount of sheets for analysis.

**RESPONSE:**  
SE REFIERE A LA PREGUNTA NÚM.1 – RFI NÚM. 1 / FERROVIAL AGROMAN SA.

**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

En los documentos de subasta enviados en el CD original, las siguientes hojas de planos no se pueden acceder y/o imprimir: MOT-4, AE-113, AE-114, AE-503, MOT-10, LS-302 y LS-303. Favor de indicarnos de qué manera nos pueden hacer llegar las mismas.

**RESPONSE:**  
ESTA INFORMACIÓN SE REVISARÁ Y SE INCLUIRÁ EN UN PRÓXIMO ADDENDUM.

**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

En los listados de las plantas en las hojas LS-302 y LS-303 se especifica en algunas ocasiones los árboles de Neem, Bulnesia, Uva Playera y Simpson Stopper en 12' B & B 6'CT y en otras ocasiones en

25 gal (fase III-b). De no conseguirse dichos árboles en el mercado según la especificación 12' B & B 6'CT, ¿podrán los mismos ser plantados en 25 gal?

**RESPONSE:**

NO. LOS ARBOLES ESPECIFICADOS COMO 12' B&B/6' CL SE ENCUENTRAN SOLAMENTE EN LA FASE 4. FASES 3-A Y 3-B INDICAN ARBOLES EN 25 GALONES. SE DEBE COTIZAR E INSTALAR EL MATERIAL SEGUN ESPECIFICADO.

**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

En el "General side notes for landscape construction" de la hoja de plano LS- 301 la nota 14 menciona que para evitar la poda de raíces en árboles plantados un "root control barrier can be used". Favor de indicar si el "root control barrier" tiene que ser utilizado, de ser así indicar si será utilizado en todos los árboles o solo en las áreas arqueológicamente sensitivas.

**RESPONSE:**

NO. LOS ARBOLES ESPECIFICADOS COMO 12' B&B/6' CL SE ENCUENTRAN SOLAMENTE EN LA FASE 4. FASES 3-A Y 3-B INDICAN ARBOLES EN 25 GALONES. SE DEBE COTIZAR E INSTALAR EL MATERIAL SEGUN ESPECIFICADO. GB&A: SE ACLARA QUE EL ROOT BARRIER SE DEBE

LIMITAR A LOS ARBOLES A SEMBRARSE EN ESPACIOS DE SIEMBRA DONDE EL INDIVIDUO ARBOREO QUEDA CONFINADOS POR PAVIMENTO O ENCINTADO EN TODAS LAS DIRECCIONES. (ej. Alcorques, espacios de siembra individuales dentro de pavimento, etc.), SI APLICA. DE SER NECESARIO, EL ROOT BARRIER SE DEBE INSTALAR SIGUIENDO EL BORDE DONDE EL ESPACIO DE SIEMBRA TERMINA Y COMIENZA EL PAVIMENTO.

ADEMAS, SE DEBE UTILIZAR EL ROOT BARRIER EN LAS ZONAS DE SENSIBILIDAD ARQUEOLOGICA, SIGUIENDO LOS DOCUMENTOS Y LAS ESPECIFICACIONES SUMINISTRADAS PARA ESTAS ZONAS.

**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

Debido a la magnitud, complejidad e importancia de este proyecto solicitamos respetuosamente se extienda la fecha de entrega de propuesta por dos semanas.

**RESPONSE:**

SE REFIERE A LA PREGUNTA NÚM.1 – RFI NÚM. 1 / FERROVIAL AGROMAN SA.

**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

¿Qué garantía se debe ofrecer sobre la construcción del techo verde? ¿Es obligatorio acogerse a las garantías ofrecidas por Danosa Caribbean, Inc.?

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.1**

**DESCRIPTION:**

En la hoja de plano TS-3 (fase III), apare una tabla de rótulos códigos del 12 al 16, sin embargo, en el "proposal form", únicamente consideran los rótulos código 10 y 11. Favor aclarar si los siguientes rótulos forman parte de este contrato.

Traffic Signs Assembly, Code 12	2.00
Traffic Signs Assembly, Code 13	1.00
Traffic Signs Assembly, Code 14	1.00
Traffic Signs Assembly, Code 15	1.00
Traffic Signs Assembly, Code 16	2.00
Total	7.00

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.2**

**DESCRIPTION:**

En la hoja de plano MOT-1 (fase III), indica que se instalará un PCSM Message, sin embargo, en el "proposal form" aparece como ítem de pago el "Flashing Arrow". Favor aclarar.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.3**

**DESCRIPTION:**

En la leyenda de la hoja de plano TS-5 indica los "proposed signs". Haciendo una revisión de todos los planos, nos encontramos que los siguientes "signs" NO están considerados en el proposal. Favor aclarar si los mismos forman parte de este Contrato.



Traffic Signs Assembly, Code ,44	8.00
Traffic Signs Assembly, Code ,46	1.00
Traffic Signs Assembly, Code ,47	1.00
Traffic Signs Assembly, Code ,48	1.00
Traffic Signs Assembly, Code ,49	1.00
Traffic Signs Assembly, Code ,50	1.00
Traffic Signs Assembly, Code ,51	1.00
Traffic Signs Assembly, Code ,52	1.00
Traffic Signs Assembly, Code ,54	11.00
Total	26.00

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

**OSSAM CONSTRUCTION INC.**  
**OCTOBER 2, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Favor de aclarar si las hojas AE-106, AE-113, AE-114, AE-302 Fase III forman parte del contrato. Están listadas en la página AG-002 pero no las tenemos en los documentos enviados.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

**OSSAM CONSTRUCTION INC.**  
**OCTOBER 2, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

Favor de aclarar si la hoja AE-304 Fase III forma parte del contrato tenemos esta hoja pero no aparece en la hoja AG-002.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**OCTOBER 3, 2014**  
**RFI NO.7/QUESTION NO.1**

**DESCRIPTION:**

En la hoja de plano GR-10 (fase IV), en la tabla "Hydraulic Structure Table", aparecen para construir, (16) Inlets type 4, (7) Inlets type 1 y (2) Manholes type A, para un total de 25 estructuras de drenaje. En los planos de drenaje, hoja DR-5, indica que todos los Inlets a construirse son Type 1. El total de estructuras a construir según el cuadro resumen son sesenta (60) unidades. Favor aclarar estas diferencias en cuanto a las cantidades y definir el tipo de Inlets a construir.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**FERROVIAL AGROMAN SA**  
**OCTOBER 3, 2014**  
**RFI NO.7/QUESTION NO.2**

**DESCRIPTION:**

En la hoja de plano PP-4, indica la construcción de "New Chain link Fence". El "Proposal Form", no contempla partida de pago para esta actividad. Favor aclarar.

**RESPONSE:**

FAVOR REFERIRSE A LA NOTA NÚM. 4 DEL EXHIBIT A – PROPOSAL FORM.

---

**FERROVIAL AGROMAN SA**  
**OCTOBER 3, 2014**  
**RFI NO.7/QUESTION NO.3**

**DESCRIPTION:**

En las hojas de planos PP-1 @ PP-4, aparecen una serie de trabajos para ejecutar, con detalles en la hoja de plano GR-5, son los siguientes:

- ✓ Special curb
- ✓ Concrete Strip
- ✓ Curb/Driveway
- ✓ Handicap Ramp.

Solicitamos nos indiquen cual sería el ítem de pago para estos trabajos ya que el "Proposal Form" no lo contempla.

**RESPONSE:**

FAVOR REFERIRSE A LA NOTA NÚM. 4 DEL EXHIBIT A – PROPOSAL FORM.

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**DESARROLLOS METROPOLITANOS, LLC**  
**OCTOBER 6, 2014**  
**RFI NO.4/QUESTION NO.1**

**DESCRIPTION:**

Favor aclarar, en la hoja de plano LT-5 aparece una tabla de "QUANTITY SUMMARY" pero las cantidades de luminarias, dobles y sencillas, de cajas para empalmes y bloques de concreto antirrobo no concuerdan con las cantidades en los planos de construcción.

**RESPONSE:**

ESTA INFORMACIÓN SE ACLARARÁ EN UN PRÓXIMO ADDENDUM.

---

**DESARROLLOS METROPOLITANOS, LLC**  
**OCTOBER 6, 2014**  
**RFI NO.5/QUESTION NO.1**

**DESCRIPTION:**

As to the financial statements requirements we will respectfully request clarification as to the following:

Since our accounting period closing date is June 30, we understand that we can submit comparative audited financial statements ending on June 30, 2013 and June 30, 2012, to comply with the two most recent accounting periods within January 31, 2013 through December 31, 2013 time frame period. As to the six (6) month clause described in section 23.6.3, please confirm if we can substitute the June 30, 2014 compilation report requirement with audited financial statements as of June 30, 2014.

**RESPONSE:**

SI.

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**FERROVIAL AGROMAN SA**  
**OCTOBER 7, 2014**  
**RFI NO.8/QUESTION NO.1**

**DESCRIPTION:**

Haciéndole referencia al ítem número 23.11, entendemos que el vocabulario usado en el mismo refleja una intención de financiamiento siendo este un proyecto que no cuenta con esta característica, favor aclarar.

**RESPONSE:**

REFERIRSE A LA SECCION 23.10 DE LAS INSTRUCCIONES A LOS PROPONENTES (ITP).

**FINAL DE LAS CONTESTACIONES A PREGUNTAS.**



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

### **ADDENDUM 5**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

A: Todos los Proponentes

Fecha: 14 de octubre de 2014

La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 5* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV Municipio de San Juan. Esto con el propósito de posponer la fecha de entrega de propuestas para el 21 de octubre de 2014 en o antes de las 10:00 a.m.

El licitador acusará recibo de este *Addendum 5* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 5* se envía mediante correo electrónico y no tendrá que ser recogido en nuestras oficinas. Todo lo demás dispuesto en las Instrucciones al Proponente, incluyendo el *Addendum 1, 2, 3, 4* y este *Addendum 5* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio.

Cordialmente,

Sra. María L. Santiago Rivera  
Presidenta  
Junta de Subastas

Aida M. Oquendo Graulau, AIT  
Coordinadora de Proyecto



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

### **ADDENDUM 6**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

**A: Todos los Proponentes**

**Fecha: 16 de octubre de 2014**

La Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (AFI), ha emitido el **Addendum 6** como parte del proyecto (AFI-BP-15-05-PASEO) Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV, Municipio de San Juan. Esto con el propósito de incluir información adicional a los pliegos de subasta emitidos el 22 de septiembre de 2014 y **posponer la fecha de entrega de propuestas para el miércoles, 22 de octubre de 2014 en o antes de las 10:00 a.m.**

**Documentos incluidos en este Addendum:**

- AM
- 500
1. Instrucciones al Proponente Revisadas (ITP):
    - 1.1. *Exhibit A- Proposal Form* (archivo en Excel)
    - 1.2. *Exhibit H Scope of Work*
  2. Especificaciones Técnicas:
    - 2.1 Sección 014000 *Quality Requirements*; y
    - 2.2 *Equipo Mecánico-Reflective Ponds*.
  3. Plan de Reforestación:
    - 3.0 Enmienda a la Autorización de Corte, Poda, Trasplante y Siembra de Árboles;
    - 3.1 Descripción árboles;
    - 3.2 Plan de reforestación;
    - 3.3 Resumen de tabla de inventario de árboles; y
    - 3.4 Inventario de árboles.
  4. Contestación a Preguntas:
    - 4.1 Desarrollos Metropolitanos
    - 4.2 Ferrovial Agroman S.A.
    - 4.3 FR Construction Group Inc.

- 4.4 Omega Engineering LLC
- 4.5 L.P.C. & D. Inc.
- 4.6 Ossam Construction Inc.

5. Planos de Construcción Revisados:

AM  
J  
SBR

Número	Hoja de Plano	Página
1.	AG-002	2 de 316
2.	S-103	91 de 316
3.	LT-5	201 de 316
4.	GR-5	15 de 316
5.	EX1	19 de 316
6.	MOT-1	21 de 316
7.	MOT-3	23 de 315
8.	TS-2	52 de 316
9.	DR-4	33 de 316
10.	UTE-1	37 de 316
11.	UTW-1	41 de 316
12.	UTW-2	42 de 316
13.	LT-1	46 de 316
14.	LT-3	48 de 316
15.	GR-10	138 de 316
16.	PP-1	158 de 316
17.	PP-4	161 de 316
18.	ID-1	164 de 316
19.	ID-2	165 de 316
20.	ID-4	167 de 316
21.	DR-1	169 de 316
22.	DR-2	170 de 316
23.	DR-5	173 de 316
24.	DR-6	174 de 316
25.	DR-7	175 de 316
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27.	ER-2	178 de 316
28.	UTE-1	182 de 316
29.	UTE-5	186 de 316
30.	UTT-1	187 de 316
31.	UTT-2	188 de 316
32.	UTT-3	189 de 316

6) **Planos de Construcción Nuevos**

Número	Hoja de Plano	Página
1.	AE-101	59 de 316
2.	AE-102	60 de 316
3.	AE-106	64 de 316
4.	AE-405	***

7. **Aclaraciones y Revisiones Generales a los Documentos de Subasta.**

8) **Trabajos que se realizarán como parte de la Fase III.A:**

8.1 *Phase III.A. Parque Sixto Escobar & Parque del Tercer Milenio\_Sidewalk Repairs (3 páginas)*

El licitador acusara recibo de este *Addendum 6* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Todo lo demás dispuesto en las ITB, incluyendo el *Addendum 1, 2, 3, 4, 5* y este *Addendum 6* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio. Este *Addendum 6* estará disponible el viernes, 17 de octubre de 2014 desde las 2:00 p.m. en las oficinas de la AFI, localizadas en Hato Rey 268 Avenida Muñoz Rivera, Edificio World Plaza, Piso 12.

Cordialmente,

Sra. María Luisa Santiago Rivera  
Presidenta  
Junta de Subastas

Ing. Samir El Hage Arocho  
Gerente  
Programa



Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
1	Phase III: Terraza al Mar					
1.1	Off-Site					
1.1.1	Earthwork					
1.1.1.1	Unclassified Excavation		CuM			
1.1.1.2	Removal Structures & Obstructions		LS			
1.1.1.3	Class "B" Borrow		CuM			
					<b>Sub-Total:</b>	
1.1.2	Soil Erosion and Water Pollution Control					
1.1.2.1	Construction Entrance / Exit		Each			
1.1.2.2	Straw Bales		Each			
1.1.2.3	Silt Fence		LnM			
					<b>Sub-Total:</b>	
1.1.3	Roadway					
1.1.3.1	Sub-base Course		CuM			
1.1.3.2	Aggregate Base Course		CuM			
1.1.3.3	Portland Cement Concrete Sidewalk		SqM			
1.1.3.4	Concrete Curb, Type "D"		LnM			
1.1.3.5	Field & Laboratory Office Type 2		Mths			
1.1.3.6	Construction Signs		SqM			
1.1.3.7	Cleaning & Repair of Storm Sewers		LnM			
1.1.3.8	Construction Signs		SqM			
1.1.3.9	Drums		Each			
1.1.3.10	Temporary Pavement Marking		LnM			
1.1.3.11	Temporary Concrete Barrier		LnM			
1.1.3.12	Flashing Arrow		Days			
1.1.3.13	Furnishing & Placing Loamy Topsoil		CuM			

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
1.1.3.14	Toxic Material Removal (Lead Base Paint & Asbestos)		F.A.			
1.1.3.15	Project ID Signs		Each			
<b>Sub-Total:</b>						
<b>1.1.4</b>	<b>Asphalt Pavements</b>					
1.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1		Tons			
1.1.4.2	Hot Plant-Mix Bituminous Leveling mix L-2		Tons			
1.1.4.3	Hot Plant-Mix Bituminous Pavement mix B-1		Tons			
1.1.4.4	Cold Milling Bituminous Pavement		CuM			
1.1.4.5	Full Depth Removal of Bituminous Concrete Pavement		CuM			
<b>Sub-Total:</b>						
<b>1.1.5</b>	<b>Drainage System</b>					
1.1.5.1	Type 4 Inlet		Each			
1.1.5.2	Type A Manhole		Each			
1.1.5.3	18 inch Reinforced Concrete Pipe, Class IV		LnM			
1.1.5.4	Trench Excavation, Unclassified		CuM			
1.1.5.5	Existing Catch Basin convert to MH		Each			
1.1.5.6	Exist. MH to Capped at Subgrade		Each			
1.1.5.7	Existing Catch Basin to be Demolished		Each			
1.1.5.8	Exist. MH to be Demolished		Each			
<b>Sub-Total:</b>						
<b>1.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>					
1.1.6.1	Thermoplastic Pavement Marking - White		LnM			
1.1.6.2	Thermoplastic Pavement Marking - Yellow		LnM			
1.1.6.3	Existing Signs to be Removed		Each			
1.1.6.4	Traffic Sign Assembly, Code 10		Each			
1.1.6.5	Traffic Sign Assembly, Code 11		Each			

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
					Sub-Total:	

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Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>1.1.7</b>	<b>PRASA Utilities - Water</b>					
1.1.7.1	Valves Adjustment		Each			
1.1.7.2	New 3/4" Water Meter		Each			
1.1.7.3	3/4" Cu Type K Water Line		LnM			
1.1.7.4	1 1/2" Cu Type K Water Line		LnM			
1.1.7.5	2" Cu Type K Water Line		LnM			
1.1.7.6	Fire Hydrant (PR Type)		Each			
1.1.7.7	6" diam. Gate Valve		Each			
1.1.7.8	6" diam. Ductile Iron Pipe		LnM			
					<b>Sub-Total:</b>	
<b>1.1.8</b>	<b>PRASA Utilities - Sanitary Sewer</b>					
1.1.8.1	New Sanitary Manhole (w/ drop)		Each			
1.1.8.2	3" PVC Pipe (force line)		Each			
1.1.8.3	8" PVC Pipe (gravity line)		Each			
					<b>Sub-Total:</b>	
<b>1.1.9</b>	<b>Lighting System</b>					
1.1.9.1	Existing lighting Poles & Luminaries to be Removed		Each			
1.1.9.2	DAE Model tronic w/ One 250W MH at 9000 MM		Each			
1.1.9.3	Splice box per PREPA STD STL-9B & STL-9C		Each			
1.1.9.4	Concrete Block per PRHTA Anti-theft Cable Protection		Each			
1.1.9.5	2" PVC SCH-40 Conduit Concrete Encased		LnM			
1.1.9.6	2" PVC SCH-40 Conduit Sand Encased		LnM			
1.1.9.7	#4 AMG Cu XHHW, XLP, 600V Stranded Cable 90 deg.		LnM			
1.1.9.8	25 kVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation		LnM			
					<b>Sub-Total:</b>	

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>1.1.10</b>	<b>Telecommunications Utilities</b>					
1.1.10.1	4" diam. PVC Pipe (Concrete Encased)		LnM			
1.1.10.2	2" diam. PVC Pipe (Concrete Encased)		LnM			
1.1.10.3	(7'-0" x 4'-6" x 4'-0") Telecommunications S.B.		Each			
					<b>Sub-Total:</b>	
					<b>Off-Site Sub-Total:</b>	
<b>1.2</b>	<b>Site</b>					
1.2.1	Clearing and Grubbing		LS			
1.2.2	Earth Cut to Waste Disposal		CM			
1.2.3	Furnishing, Placing and Compaction of Selected Material		CM			
1.2.4	Final Grading Preparation		SM			
1.2.5	Demolition Structures		CY			
1.2.6	Concrete Slab		CY			
1.2.7	Curb & Cross Gutters		CY			
1.2.8	Storm Sewer Catch Basins (6ft depth)		LS			
1.2.9	Storm Sewer Pipe (18" dis.)		LS			
					<b>Site Sub-Total:</b>	
<b>1.3</b>	<b>Structure</b>					
<b>1.3.1</b>	<b>Concrete</b>					
1.3.1.1	Footings		CY			
1.3.1.2	Ret. Wall		CY			
1.3.1.3	Slab on Grade		CY			
1.3.1.4	Parapet		CY			
1.3.1.5	PT Slab		CY			
1.3.1.6	Wall		CY			
1.3.1.7	Columns		CY			

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
1.3.1.8	Pergola		CY			
1.3.1.9	Cistem		CY			
					<b>Sub-Total:</b>	
1.3.2	<b>Rebar</b>					
1.3.2.1	Footings		LBS			
1.3.2.2	Ret. Wall		LBS			
1.3.2.3	Slab on Grade		LBS			
1.3.2.4	Parapet		LBS			
1.3.2.5	PT Slab		LBS			
1.3.2.6	Wall		LBS			
1.3.2.7	Columns		LBS			
1.3.2.8	Pergola		LBS			
1.3.2.9	Cistem		LBS			
					<b>Sub-Total:</b>	
1.3.3	<b>PT Strand</b>					
1.3.3.1	PT Strand		LBS			
					<b>Sub-Total:</b>	
1.3.4	<b>Piles</b>					
1.3.4.1	12" Dia. PC Piles (50T)		FT			
1.3.4.2	Compression Load Pile Test		EA			
1.3.4.3	Slab on Grade		EA			
1.3.4.4	Parapet		EA			
					<b>Sub-Total:</b>	
					<b>Structure Sub-Total:</b>	

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>1.4</b>	<b>Architecture</b>					0
<b>1.4.1</b>	<b>Exterior</b>					
1.4.1.1	Bollards		EA			
1.4.1.2	Bicycle Racks		EA			
1.4.1.3	Pavers		SF			
1.4.1.4	Trench Drain		LF			
1.4.1.5	Landscape		SF			
<b>Sub-Total:</b>						0
<b>1.4.2</b>	<b>Metals</b>					
1.4.2.1	Corten Walls		LF			
1.4.2.2	Railings		LF			
1.4.2.3	Expansion Control		LF			
<b>Sub-Total:</b>						0
<b>1.4.3</b>	<b>Thermal &amp; Moisture Protection</b>					
1.4.3.1	Waterproofing		SF			
1.4.3.2	Weather Barriers		SF			
1.4.3.3	Membrane Roofing		SF			
<b>Sub-Total:</b>						0
<b>1.4.4</b>	<b>Openings</b>					
1.4.4.1	Fiberglass Gratings		SF			
1.4.4.2	Metal Doors and Frames		LS			
1.4.4.3	Access Doors		LS			
1.4.4.4	Sliding Glass Doors		LS			
1.4.4.5	Glass Glazing		SF			
1.4.4.6	Door Hardware		LS			
1.4.4.7	Gratings Gates		SF			
<b>Sub-Total:</b>						0

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>1.4.5</b>	<b>Finishes</b>					
1.4.5.1	Cement Plastering		SF			
1.4.5.2	Painting		SF			
<b>Sub-Total:</b>					-	
<b>Architectural Sub-Total:</b>					-	
<b>1.5</b>	<b>Electrical</b>					
1.5.1	Primary Feeders		LS			
1.5.2	Pull Boxes		LS			
1.5.3	Pad Mounted Transformer		LS			
1.5.4	Secondary Feeders		LS			
1.5.5	Branch Circuit Wiring		LS			
1.5.6	Panel Boards		LS			
1.5.7	Electrical Equipment		LS			
1.5.8	Wiring Devices		LS			
1.5.9	Lighting Fixtures		LS			
1.5.10	Telecommunications		LS			
<b>Electrical Sub-Total:</b>					-	
<b>1.6</b>	<b>Mechanical</b>					
1.6.1	Plumbing System - Rough in Water		SF			
1.6.2	Plumbing System - Rough in Sanitary		SF			
1.6.3	Plumbing System - Storm Water		LS			
1.6.4	Stormwater Harvesting System		LS			
1.6.5	Irrigation System		LS			
1.6.6	Water Pond System		LS			
<b>Mechanical Sub-Total:</b>					-	
<b>Phase III: Terraza al Mar Total:</b>					-	

Table 1: Base Proposal Price					Initials: _____		
Item	Description	Quantity	Unit	Unit Price	Total Cost		
2	Phase IV: Litoral Norte Muñoz Rivera						
2.1	Site						
2.1.1	Earthwork						
2.1.1.1	Unclassified Excavation		CuM				
2.1.1.2	Removal Structures & Obstructions		LS				
2.1.1.3	Class "D" Borrow		CuM				
					<b>Sub-Total:</b>		
2.1.2	Soil Erosion and Water Pollution Control						
2.1.2.1	Construction Entrance / Exit		Each				
2.1.2.2	Straw Bales		Each				
					<b>Sub-Total:</b>		
2.1.3	Roadway						
2.1.3.1	Portland Cement Concrete Sidewalk		SqM				
2.1.3.2	Concrete Curb, Type "D"		LnM				
2.1.3.3	Field & Laboratory Office Type 2		Mths				
2.1.3.4	Temporary Site Office		Mths				
2.1.3.5	Cleaning & Repair of Storm Sewers		LnM				
2.1.3.6	Construction Signs		SqM				
2.1.3.7	Drums		Each				
2.1.3.8	Temporary Pavement Marking		LnM				
2.1.3.9	Temporary Concrete Barrier		LnM				
2.1.3.10	Furnishing & Placing Loamy Topsoil		CuM				
2.1.3.11	Toxic Material Removal (Lead Base Paint & Asbestos)		F.A.				
2.1.3.12	Project ID Signs		Each				
					<b>Sub-Total:</b>		

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>2.1.4</b>	<b>Asphalt Pavements</b>					
2.1.4.1	Hot Plant-Mix Bituminous Pavement mix S-1		Tons			
2.1.4.2	Cold Milling Bituminous Pavement		CuM			
					<b>Sub-Total:</b>	
<b>2.1.5</b>	<b>Drainage System</b>					
2.1.5.1	Type 1 Inlet		Each			
2.1.5.2	Type 4 Inlet		Each			
2.1.5.3	18 inch Reinforced Concrete Pipe, Class III		LnM			
2.1.5.4	24 inch Reinforced Concrete Pipe, Class III		LnM			
2.1.5.5	Trench Excavation, Unclassified		CuM			
2.1.5.6	Existing Inlets to be Demolished		Each			
2.1.5.7	Existing Pipes to be Removed		Each			
					<b>Sub-Total:</b>	
<b>2.1.6</b>	<b>Traffic Signing &amp; Pavement Marking</b>					
2.1.6.1	Thermoplastic Pavement Marking - White		LnM			
2.1.6.2	Thermoplastic Pavement Marking - Yellow		LnM			
2.1.6.3	Prefomed Plastic Pavement Marking Symbols		Each			
2.1.6.4	Existing Signs to be Removed		Each			
2.1.6.5	Traffic Sign Assembly, Codes 36,37		Each			
2.1.6.6	Traffic Sign Assembly, Codes 38,39		Each			
2.1.6.7	Traffic Sign Assembly, Code 40		Each			
2.1.6.8	Traffic Sign Assembly, Codes 41		Each			
2.1.6.9	Traffic Sign Assembly, Code 42		Each			
2.1.6.10	Traffic Sign Assembly, Codes 34		Each			
2.1.6.11	Traffic Sign Assembly, Codes 35		Each			
					<b>Sub-Total:</b>	

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>2.1.7</b>	<b>PRASA Utilities - Water &amp; Sanitary Sewer</b>					
2.1.7.1	Valves Adjustment		Each			
2.1.7.2	Water Meter Adjustment		Each			
2.1.7.3	2" Water Meter		Each			
2.1.7.4	2" Dia. PVC SCH-40 Pipe		LnM			
2.1.7.5	Fire Hydrant Adjustment		Each			
2.1.7.6	Sanitary Sewer Adjustent		Each			
<b>Sub-Total:</b>						
<b>2.1.8</b>	<b>Lighting System</b>					
2.1.8.1	Existing Lighting Poles & luminaries to be Removed		Each			
2.1.8.2	DAE Model Tronic w/ One 250W MH		Each			
2.1.8.3	5080 MM Hight Tronic Colum.w/ 70W-MH at 4700 MM AFF		Each			
2.1.8.4	Splice Box per PREPA STD STL-9B & STL-9C		Each			
2.1.8.5	Concrete Block per PRHTA Anti-theft Cable Protection		Each			
2.1.8.6	2" PVC SCH-40 Conduit Concrete Encased		LnM			
2.1.8.7	2" PVC SCH-40 Conduit Sand Encased		LnM			
2.1.8.8	#4 AMG Cu XHHW, XLP, 600V Stranded Cable 90 deg.		LnM			
2.1.8.10	25 KVA, 1Ø, 3w, 7.62 to 120/240V Pad Mounted Substation		Each			
<b>Sub-Total:</b>						

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
2.1.9	<b>Traffic Signal System</b>					
2.1.9.1	4" Dia. PVC SCH-40 Conduits		LnM			
2.1.9.2	30" x 30" Pull Box		Each			
<del>2.1.9.3</del>	Local Traffic Signal Controller Assembly TS2 Type		Each			
2.1.9.4	Standard traffic Signal Head Type 3-S-V Mast arm Mounted		Each			
2.1.9.5	Audible Pedestrian Signal Push Button Station Detector		Each			
<del>2.1.9.6</del>	Pedestrian Signal Head Type P-18-16 Countdown LED		Each			
2.1.9.7	Pedestrian Signal Post 10 Feet		Each			
2.1.9.8	Traffic Signal Support Single mast Arm Type 20', Steel Galv.		Each			
2.1.9.9	Video Detection Camera		Each			
2.1.9.10	Wireless Communication System		LS			
2.1.9.11	Video Communication Module		Each			
2.1.9.12	Electrical Conductor No. 14 RHH AWG .3C		LnM			
2.1.9.13	Electrical Conductor No: 14 RHH AWG: 4C		LnM			
2.1.9.14	Electrical Conductor No. 14 RHH AWG: 5C		LnM			
2.1.9.15	Camera Support Pole for Mounting Brackets		Each			
2.1.9.16	Video Detection System Program & Software		Each			
2.1.9.17	Surge Suppressor for Video Detection Cameras		LnM			
2.1.9.18	Coaxial and Power Cable		LnM			
2.1.9.19	Malfunction Maintenance Unit		Each			
2.1.9.20	Monitoring System Software		LS			
2.1.9.21	Inverter/Charger/Controller		Each			
2.1.9.22	Battery Backup		Each			
2.1.9.23	Transfer relay		Each			

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
2.1.9.24	Video Image Processor		Each			
2.1.9.25	9-Port Ethernet Switch Devices		Each			
2.1.9.26	Traffic Count Adjustment & Fine Tuning		LS			
2.1.9.27	Manual By Pass Switch		Each			
2.1.9.28	TSBBS Cabinet (w/ anti-theft protection)		Each			
					<b>Sub-Total:</b>	
					<b>Site Sub-Total:</b>	
<b>2.2</b>	<b>Site Demolition</b>					
2.2.1	Clearing and Grubbing		LS			
2.2.2	Earth Cut to Waste Disposal		CM			
2.2.3	Furnishing, Placing and Compaction of Selected Material.		CM			
2.2.4	Final Grading Preparation		SM			
2.2.5	Demolition Structures		CY			
2.2.6	Concrete Slab		CY			
2.2.7	Curb & Cross Gutters		CY			
2.2.8	Storm Sewer Catch Basins (6ft depth)		LS			
2.2.9	Storm Sewer Pipe (18" dia.)		LS			
					<b>Site Demolition Sub-Total:</b>	
<b>2.3</b>	<b>Structure</b>					
<b>2.3.1</b>	<b>Concrete</b>					
2.3.1.1	Footings		CY			
2.3.1.2	Ret. Wall		CY			
2.3.1.3	Cast-In Place Curb		CY			
2.3.1.4	Slab on Grade		CY			
2.3.1.5	Parapet		CY			
2.3.1.6	Portico		SF			

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
					Sub-Total:	-

*J*  
*CM*

Table 1: Base Proposal Price					Initials: _____	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>2.3.2</b>	<b>Rebar</b>					
2.3.2.1	Footings		LBS			
2.3.2.2	Ret. Wall		LBS			
2.3.2.3	Cast-In Place Curb		LBS			
2.3.2.4	Slab on Grade		LBS			
2.3.2.5	Portico		LBS			
2.3.2.6	Parapet		LBS			
<b>Sub-Total:</b>					-	
<b>Structure Sub-Total:</b>					-	
<b>2.4</b>	<b>Architecture</b>					
<b>2.4.1</b>	<b>Furniture</b>					
2.4.1.1	Bicycle Racks (Modelo Raval de Escofet)		EA			
2.4.1.2	Pre-Cast Bench 4'-0"		EA			
2.4.1.3	Pre-Cast Bench 8'-0"		EA			
2.4.1.4	Pre-Cast Step		EA			
2.4.1.5	Pre-Cast Step (Single)		EA			
2.4.1.6	Pre-Cast Planter		EA			
2.4.1.7	Pre-Cast Ledge		EA			
2.4.1.8	Zafacones (Modelo Rampolla de Escofet)		EA			
<b>Sub-Total:</b>					-	
<b>2.4.2</b>	<b>Lighting</b>					
2.4.2.1	Bollards (Modelo Silvia-28" de Design Plan)		EA			
2.4.2.2	Bollards (Modelo Mini-Silvia-10" de Design Plan)		EA			
2.4.2.3	Floor Lighting (LumenFacade Inground 4' de LumenPulse)		EA			
2.4.2.4	Solar Lighting (Modelo Lumen 2 de ECO:D)		EA			
2.4.2.5	Inground Lighting		EA			
<b>Sub-Total:</b>					-	

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	
<b>2.4.3</b>	<b>Metals</b>					
<del>2.4.3.1</del>	Railings		LF			
2.4.3.2	Expansion Control		LF			
					<b>Sub-Total:</b>	
<del>2.4.4</del>	<b>Thermal &amp; Moisture Protection</b>					
2.4.4.1	Weather Barriers		SF			
					<b>Sub-Total:</b>	
<b>2.4.5</b>	<b>Finishes</b>					
2.4.5.1	Volcanic Tile (Múltipisos)		SF			
2.4.5.2	Exposed Aggregate		SF			
					<b>Sub-Total:</b>	
					<b>Architecture Sub-Total:</b>	
<b>2.5</b>	<b>Electrical</b>					
2.5.1	Secondary Feeders		LS			
2.5.2	Pull Boxes		LS			
2.5.3	Branch Circuit Wiring		LS			
2.5.4	Panelboards		LS			
2.5.5	Lighting Fixtures		LS			
					<b>Electrical Sub-Total:</b>	
<b>2.6</b>	<b>Plumbing</b>					
2.6.1	2" Water Main - PVC Pipe		LF			
2.6.2	1 1/2" Water Main - PVC Pipe		LF			
2.6.3	1" Water Main - PVC Pipe		LF			
2.6.4	3/4" Water Main - PVC Pipe		LF			
2.6.5	1/2" Water - PVC Pipe		LF			
2.6.6	Irrigation System - Heads and Piping		EA			
2.6.7	2" Water Meter Assembly		LS			

Table 1: Base Proposal Price					Initials:
Item	Description	Quantity	Unit	Unit Price	Total Cost
2.6.8	2" Backflow Preventer		LS		
2.6.9	Hose Bibb Box		EA		
2.6.10	Isolation Valves		EA		
<b>Plumbing Sub-Total:</b>					-
<b>Phase IV: Litoral Norte Muñoz Rivera Total:</b>					-
<b>3 Landscape Architecture</b>					
3.1	Landscape Architecture		LS		
<b>Landscape Architecture Total:</b>					-
<b>4 Archeological Services</b>					
4.1	Archeological Services		LS		
<b>Archeological Services Total:</b>					-
<b>5 Allowances</b>					
5.1	Remediation Work at Eroded Area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation - July 22, 2014	1	LS	275,000.00	275,000.00
5.3	Additional pruning of existing trees and shrubs at the area within the construction limit and the project limit ("Zmt" limit).	1	LS	45,000.00	45,000.00
5.4	Installation of Piles in excess of 40 feet	1	LS	100,000.00	100,000.00
<b>Allowances Total:</b>					<b>420,000.00</b>
<b>6 Phase III.A</b>					
6.1	Phase III.A Additional Works: Parque Sixto Escobar and Parque del Tercer Milenio sidewalk repairs and additional works.		LS		
<b>Phase III.A Total:</b>					-
<b>Total Base Proposal Price:</b>					-
<b>7 Alternate Landscaping</b>					
7.1	Landscaping Maintenance Services	6	Mths		
7.2	Landscaping Maintenance Services	12	Mths		

Table 1: Base Proposal Price					Initials:	
Item	Description	Quantity	Unit	Unit Price	Total Cost	

**Notes:**

1. PRIFA will award the project to one sole Proponent for the total project. PRIFA will award the contract as a lump sum price.
2. Contractor shall build into the Progress Schedule sufficient time for anticipated delays. The Contractor agrees that the Contract Price includes any and all home office overhead expense that the Contractor may incur during the Contract duration, whatever the cause of that delay may be. The contractor waives any claim for the office overhead expenses, arising out of or relating to this Contract.
3. In the event that Contractor's performance of the Work is delayed, for any reason and for any period of time, whether such delays are caused by acts or omissions of the Owner, Contractor may request an extension of time for the performance of the Work, but shall not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract entitles Contractor to compensation for such delays.
4. This breakdown is a mathematical representation of the Project Cost. The Proponent is responsible for compliance with drawings, technical specifications and other contract documents.
5. Time-related field office overhead expenses incurred on-site in support of the Work will be compensated in accordance of Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract.
6. It is understood that the above lump sum price is for the entire work as required by the Contract Documents, that the price includes all labor, equipment, materials, bailing, incidental work, overhead, profit, insurance, mobilization, demobilization, materials-laboratory testing, etc. to cover the finished work of the several kinds called for under the Contract Documents, of which this Proposal is part. Changes shall be processed in accordance with Article 13 of the General Conditions.
7. Contractor is responsible for the payment of all laboratory testing of materials required as part of the Technical Specifications and Construction Drawings.
8. It is understood that the awarded bidder or contractor is responsible for filing all permits needed to start construction, such as: "Permiso General Consolidado", CSP (Excavation and Demolition Notification), NPDES, SWPPP, DTOP Construction Permit, etc. and for the payment of construction and all permit fees, agencies contributions (PREPA, PRASA, etc.), and taxes ("arbitrios y patentes"). All Proponents shall consider on their Bid Proposal the cost of municipal taxes (Arbitrios de Construcción y Patentes Municipales). Refer to Uniform General Conditions.
9. Contractor is responsible for the compliance and payment of the Replacement Bond required for the Commonwealth of Puerto Rico Department of Transportation and Public Works (DTOP) construction permit.
10. All line items in this breakdown shall be filled, if you are not going to include any amount, write \$0.00. If you left items in blank, your proposal should be rejected.

Proponent's Representative Signature

Date

Proponent's Representative Printed Name

Initials: \_\_\_\_\_

**EXHIBIT H**  
**SCOPE OF WORK**  
**AFI-BP-15-05-PASEO**  
**PASEO PUERTA DE TIERRA MUÑOZ RIVERA AVENUE**  
**PHASE III & PHASE IV**  
**MUNICIPALITY OF SAN JUAN, PUERTO RICO**

- AM
1. **Phase III:** consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be done in accordance to contract documents.
  2. **Phase IV:** is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitolio". This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be done in accordance to contract documents.

[REDACTED]

4. **Landscape Work and Maintenance:** One major component of this project is Landscape. The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos Bridge* (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance, [REDACTED].
5. The proposal will include two (2) additive alternates consisting in the landscape maintenance for a period of (a) six months & (b) a period of twelve months after the Project's Substantial Completion. For Work specifications and guidelines refer to Technical Specifications, **Section 6 - Landscape Maintenance and Plant Establishment**, [REDACTED].
6. The detailed scope of work is described on the contract documents.

**SECTION 014000 - QUALITY REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General, Supplementary and Special Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 02 through 49 Sections for specific test and inspections requirements.

**1.3 DEFINITIONS**

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. **Mockups:** Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to

review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

- D. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

**1.4 DELEGATED DESIGN**

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

**1.5 REGULATORY REQUIREMENTS**

- A. **Copies of Regulations:** Obtain copies of the following regulations and retain at Project site to be available for reference by parties who have a reasonable need:

- 1. Universal Building Code.
- 2. American with Disabilities Act Rules and Regulations.

**1.6 SUBMITTALS**

- A. **Qualification Data:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- B. **Delegated-Design Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

- C. **Schedule of Tests and Inspections:** Prepare in tabular form and include the following:

- 1. Specification Section number and title.
- 2. Description of test and inspection.
- 3. Identification of applicable standards.
- 4. Identification of test and inspection methods.
- 5. Number of tests and inspections required.
- 6. Time schedule or time span for tests and inspections.
- 7. Entity responsible for performing tests and inspections.
- 8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

- 
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspectng.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. **Testing Agency Qualifications:** An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

H. **Preconstruction Testing:** Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

- a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
- d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

I. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect **seven** days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

**1.8 QUALITY CONTROL**

**A. Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made by Contractor.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

**B. Contractor Responsibilities:** Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least one work day, hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

**C. Special Tests and Inspections:** Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work.

**D. Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30 days** of date established for commencement of the Work.
1. **Distribution:** Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

**PART 3 - EXECUTION**

**3.1 ACCEPTABLE TESTING AGENCIES**

- A. AES International
- B. AETL
- C. Caribtec Laboratories, Inc.
- D. Gleo-Engineering, Inc.
- E. GMTS Corp.
- F. Jaca & Sierra Testing Laboratories, Inc.
- G. Turabo Testing, Inc.
- H. Vázquez E. Rivera & Associates
- I. Victor E. Rivera & Associates

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

**EQUIPO MECANICO\_REFLECTIVE POND**

Igual o similar al descrito a continuación:

Item #01 – RWS-600-P / PVC Water-stop fitting (4ea)

<http://www.romanfountains.com/pdf/section3/3.26%20RWS-P%20Series.pdf>

Item #02 – RWS-400-P / PVC Water-stop fitting (12ea)

<http://www.romanfountains.com/pdf/section3/3.26%20RWS-P%20Series.pdf>

Item #FM – RMS-150-NS / Fill Manifold (1ea)

<http://www.romanfountains.com/pdf/section4/4.20%20RMS-NS%20Series.pdf>

Item #LS – RCOM-RNFT/4/SPECIAL / Cistem Water Level Sensor (1ea)

<http://www.romanfountains.com/pdf/section4/4.14b%20RCOM-RNFT.pdf>

Item #F1 – RSFS-100-D-RBU/RUV-T2-3 / Filtration Skid + UV Sanitizer (1ea)

<http://www.romanfountains.com/pdf/section7/7.6%20RSFS-100D.pdf>

<http://www.romanfountains.com/pdf/section6/6.19%20RUV-ES%20Series.pdf>

Items #P1 and P2 – RSM-2S-1000 / 10HP Self Priming Pumps (2ea)

<http://www.romanfountains.com/pdf/section7/7.3%20RSM-2S%20Series.pdf>

Items #V1 and V2 – RVFD-1000/1 / Variable Frequency Drive

No cut-sheet available

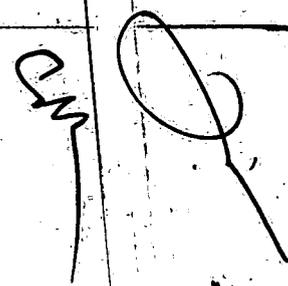
Item #CP1 – RPCP/CUSTOM / Control Panel

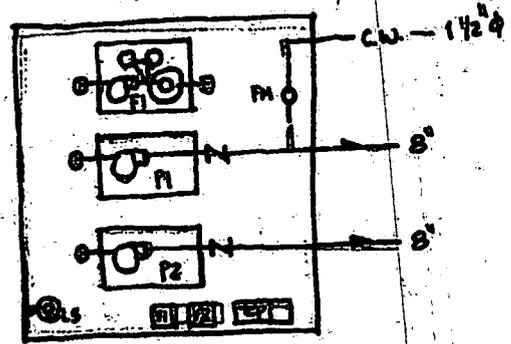
<http://www.romanfountains.com/pdf/section3/3.28%20RPCP%20Series.pdf>

Proveedor / Representante sugerido:

Eduardo Magdalena, AIA  
Design & Specifications

SAN JUAN LIGHTING GROUP  
787-767-7286





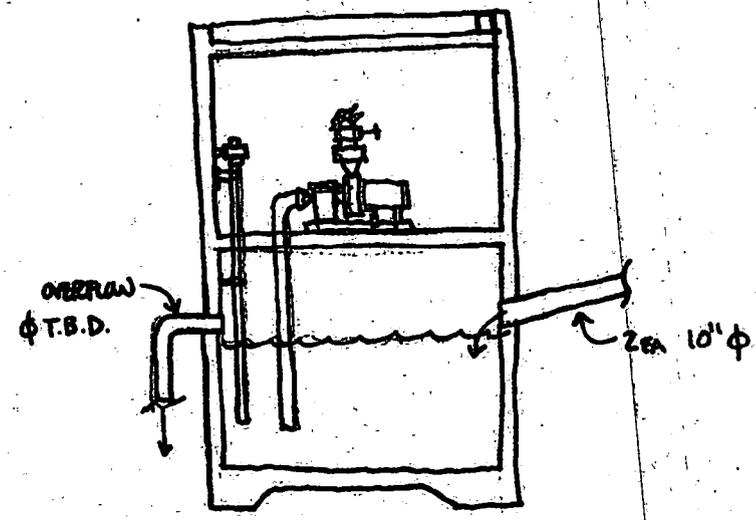
P1 = PUMP 1 (10HP)  
 V1 = VFD 1  
 P2 = PUMP 2 (10HP)  
 V2 = VFD 2

CP1 = CONTROL PANEL

FM = FILL MANIFOLD

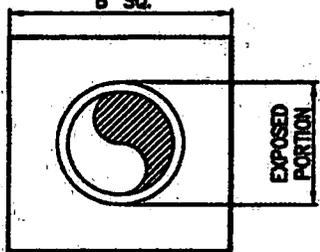
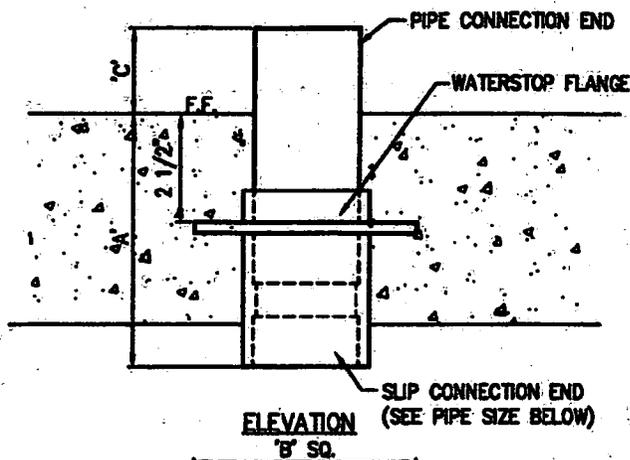
LS = WATER LEVEL SENSOR

F1 = FILTER SKID  
 - 2HP PUMP  
 - 30"  $\phi$  SAND FILTER  
 - CHEMICAL FEEDER  
 - U.V. SANITIZER



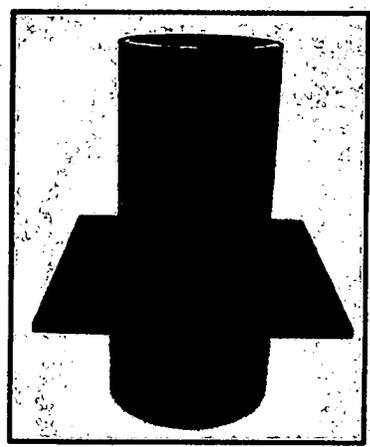
CROQUIS PROVIDED BY:  
 SAN JUAN LIGHTING GROUP  
 787-767-7288

ADDENDUM 6  
 OCTOBER 15, 2014



TOP VIEW

**NOTE:**  
Due to our continuing product improvement program, Roman Fountains reserved the right to change the specifications without notice.



**ADDENDUM 6**  
**OCTOBER 15, 2014**

TECHNICAL DATA				
MODEL No.	PIPE SIZE	DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'C'
RWS-150-P	1-1/2"	5-5/8"	4"	1-1/2"
RWS-200-P	2"	5-7/8"	5"	2"
RWS-250-P	2-1/2"	6-5/16"	6"	2-1/2"
RWS-300-P	3"	6-3/4"	8"	3"
RWS-400-P	4"	7-5/16"	9"	4"
<del>RWS-600-P</del>	<del>6"</del>	<del>8-7/8"</del>	<del>12"</del>	<del>6"</del>
RWS-800-P	8"	1'-3"	14"	8"
RWS-1000-P	10"	1'-8"	16"	10"
RWS-1200-P	12"	2'-0"	18"	12"

- NOTES:**
1. Larger sizes available on request; consult factory.
  2. Waterstop flange will be attached based on midpoint of structural slab thickness; consult factory.
  3. Use only purple PVC primer and heavy body gray PVC glue to make connections.

**SPECIFICATION DATA:** PVC Waterstop Fitting; shall be fabricated from Schedule 80 PVC pipe and PVC sheet material, Waterstop flange shall be solvent welded between pipe and fitting components for added strength. Bottom connections PVC slip.

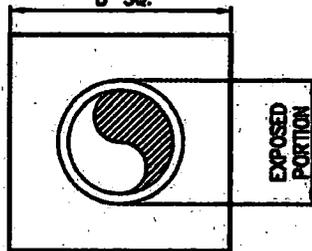
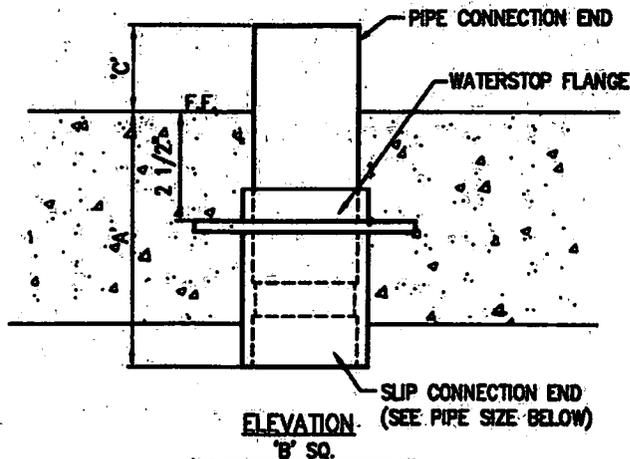
**DESIGN/APPLICATION DATA:** RWS-P Series slab penetration fittings are designed and fabricated for casting into concrete pool slabs.

**\*NOTE:** EXTENDED PIPE LENGTHS AVAILABLE ON SPECIAL ORDER.

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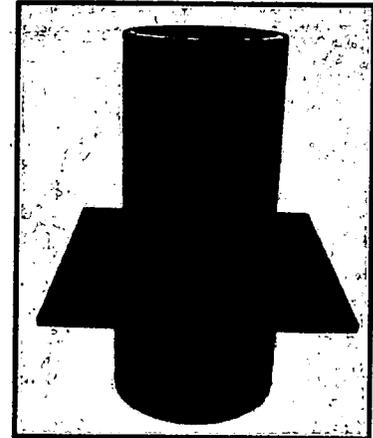
TYP. (4) ITEM # 1

 <b>roman fountains®</b> America's Fountain Company™	<b>ROMAN FOUNTAINS CORP.</b> P.O. Drawer 10190 Albuquerque, N.M. 87184 Phone #: (800) 794-1801 Fax #: (505) 343-8086 <a href="http://www.romanfountains.com">http://www.romanfountains.com</a>	<b>Revisions:</b>		<b>PVC Waterstop Fitting</b>		
		No.	Date			By
		6	01/31/10	FB	Drawn By: F.J.G. Checked By: J.M. Scale: None Date: 05/11/99	Model No. <b>RWS-P Series</b> Drawing No. <b>3.26</b>
		7	01/31/11	FB		
8	01/31/12	FB				



TOP VIEW

**NOTE:**  
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ADDENDUM 6  
OCTOBER 15, 2014

TECHNICAL DATA				
MODEL No.	PIPE SIZE	DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'C'
RWS-150-P	1-1/2"	5-5/8"	4"	1-1/2"
RWS-200-P	2"	5-7/8"	5"	2"
RWS-250-P	2-1/2"	6-5/16"	6"	2-1/2"
RWS-300-P	3"	6-3/4"	8"	3"
RWS-400-P	4"	7-5/16"	9"	4"
RWS-600-P	6"	8-7/8"	12"	6"
RWS-800-P	8"	1'-3"	14"	8"
RWS-1000-P	10"	1'-9"	16"	10"
RWS-1200-P	12"	2'-0"	18"	12"

**NOTES:**

1. Larger sizes available on request; consult factory.
2. Waterstop flange will be attached based on midpoint of structural slab thickness; consult factory.
3. Use only purple PVC primer and heavy body gray PVC glue to make connections.

**SPECIFICATION DATA:** PVC Waterstop Fitting shall be fabricated from Schedule 80 PVC pipe and PVC sheet material. Waterstop flange shall be solvent welded between pipe and fitting components for added strength. Bottom connections PVC slip.

**DESIGN/APPLICATION DATA:** RWS-P Series slab penetration fittings are designed and fabricated for casting into concrete pool slabs.

\*NOTE: EXTENDED PIPE LENGTHS AVAILABLE ON SPECIAL ORDER.

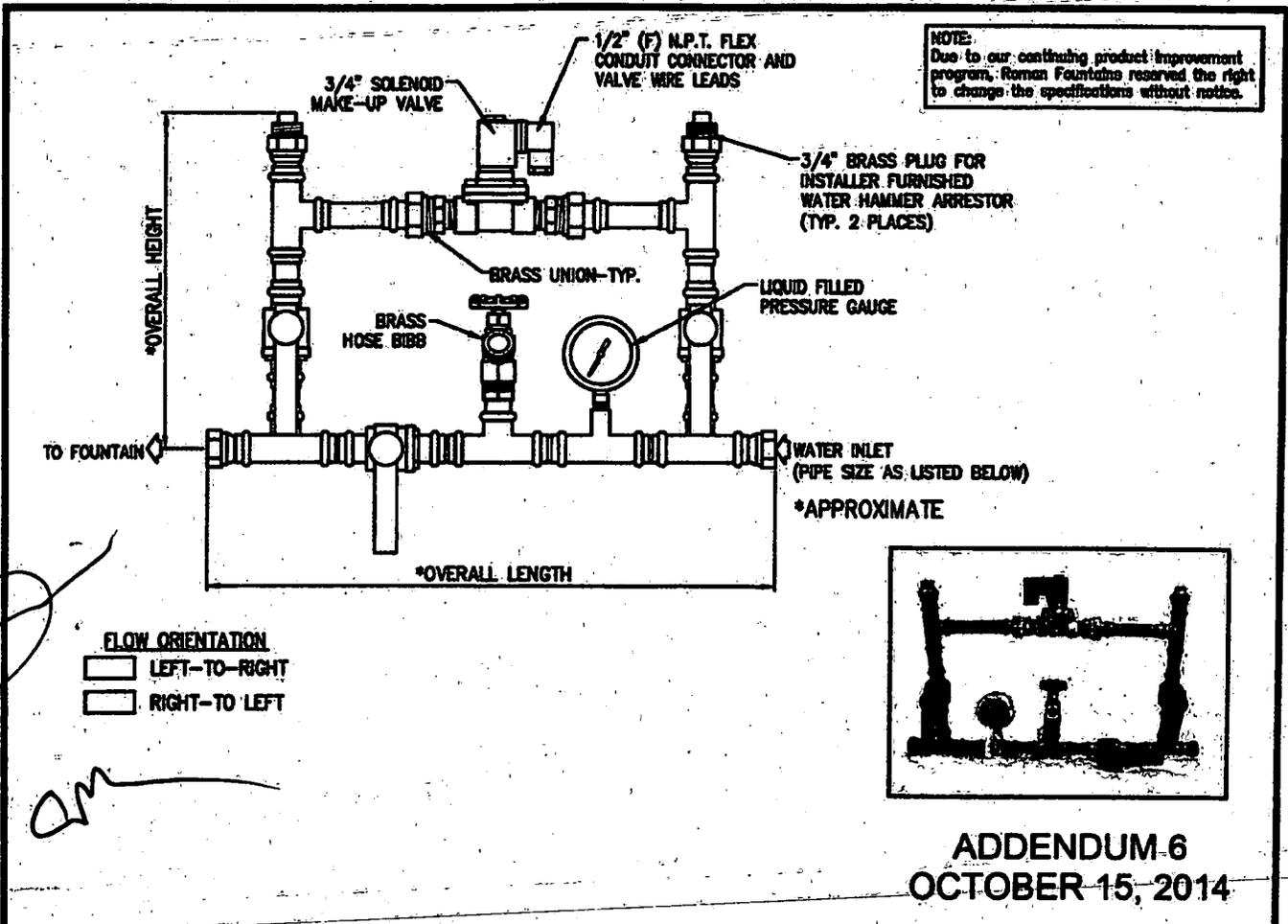
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TYP. (12) ITEM # 2



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Phone #: (800) 794-1801  
Fax #: (505) 343-8086  
<http://www.romanfountains.com>

Revisions:			PVC Waterstop Fitting	
No.	Date	By		
6	01/31/10	FS		
7	01/31/11	FS		
8	01/31/12	FS		
			Drawn By: F.J.G.	Model No.
			Checked By: J.M.	RWS-P Series
			Scale: None	Drawing No.
			Date: 05/11/99	3.26



TECHNICAL DATA				
MODEL	FILL LINE PIPE SIZE	APPROX. MANUAL FILL RATE/50 P.S.I.	*OVERALL LENGTH	*OVERALL HEIGHT
RMS-075-NS	3/4"	12 GPM	1'-11 1/2"	1'-0 1/2"
RMS-100-NS	1"	25 GPM	2'-0 1/2"	1'-0 7/8"
RMS-150-NS	1 1/2"	80 GPM	2'-3 1/2"	1'-0 1/2"
RMS-200-NS	2"	120 GPM	2'-8 1/2"	1'-0 5/8"

**120V. VALVE COIL**

- NOTES:**
1. Water supply to manifold must include a backflow preventer (specified by others) to meet local code requirements: To be provided, By Installer.
  2. Regulate upstream pressure to a maximum of **50 P.S.I.** for proper operation. Provide pressure regulator as required (by installer) to maintain pressure range.
  3. Minimum pressure required to operate: **5 P.S.I.**

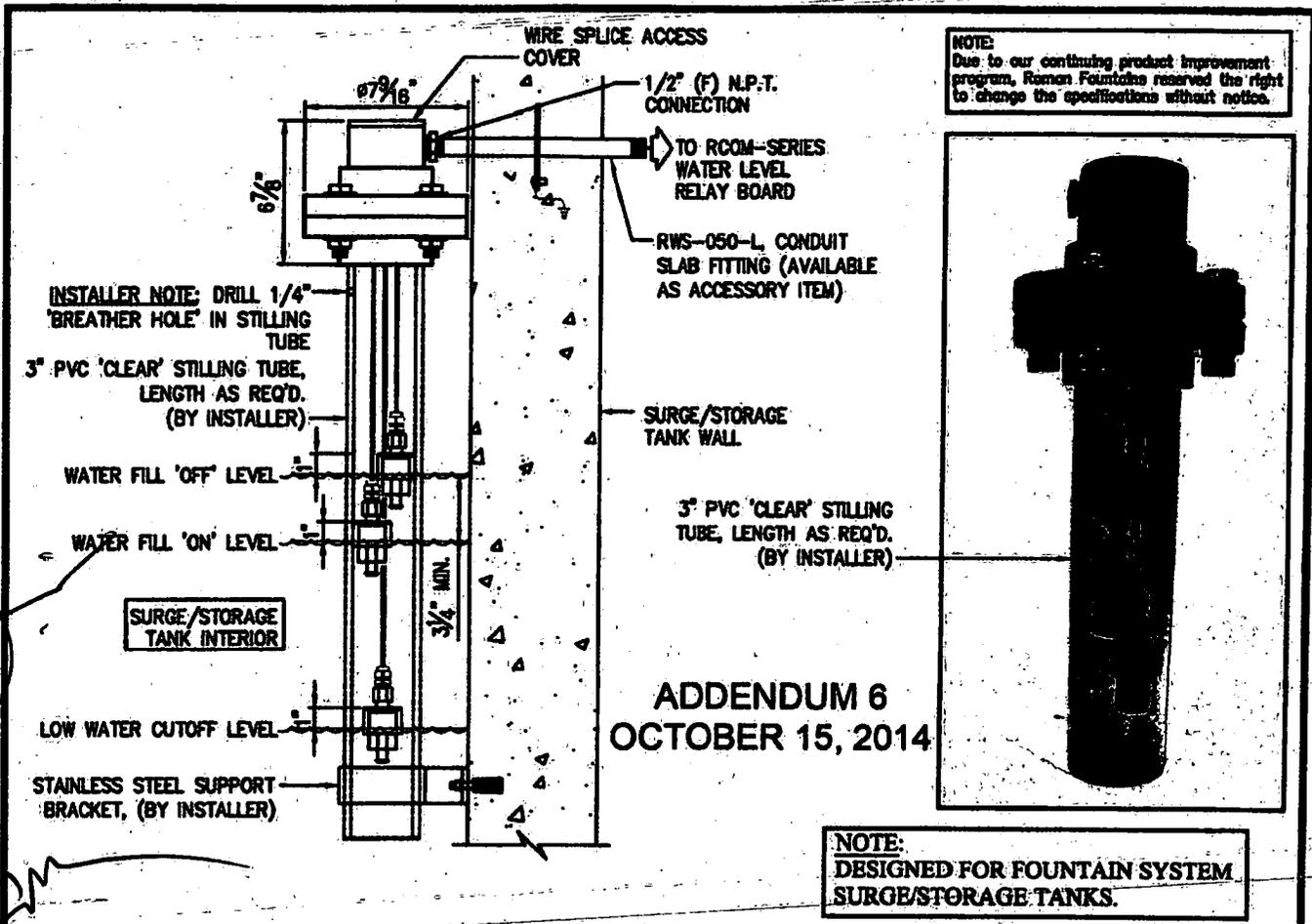
**SPECIFICATION DATA:** Fill Manifold System, constructed of copper and brass with a 3/4" 120VAC solenoid fill valve, manual bypass and isolation valves, union fittings, hose bibb, plugged female threaded risers on each loop side for water hammer arrestor connection (by installer), liquid-filled inlet pressure gauge and 1/2" (F) N.P.T. connections.

**DESIGN APPLICATION DATA:** Roman Fountains RMS Series fill manifold systems are factory engineered and pre-fabricated. The solenoid valve and manual by-pass assembly allows pool water to be made up either electronically in conjunction with an RCOM Series level sensor control or manually by isolating the solenoid valve and opening the manual fill valve.

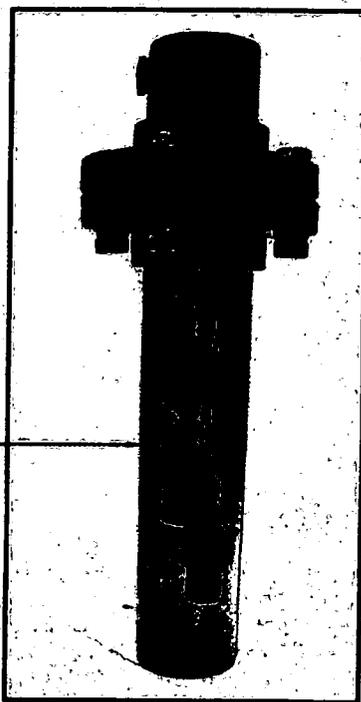
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TYP. ( 1 ) ITEM # **FM**

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		No.	Date			By	
		6	05/21/09	FB	Drawn By: F.J.G. Checked By: J.M. Scale: None Date: 03/30/99	Model No. <b>RMS-NS Series</b>	
		7	01/31/10	FB		Drawing No. <b>4.20</b>	



**NOTE:**  
Due to our continuing product improvement program, Roman Fountains reserved the right to change the specifications without notice.



**ADDENDUM 6  
OCTOBER 15, 2014**

**NOTE:**  
DESIGNED FOR FOUNTAIN SYSTEM  
SURGE/STORAGE TANKS.

TECHNICAL DATA				
MODEL	MOUNTING TYPE	CONDUIT CONNECTION	PRIMARY VOLTAGE	PROBE VOLTAGE
RCOM-RNFT	1/2" BRASS PIPE NIPPLE	1/2"	120V.	24VAC.

**WARNING:** Do not run sensor cable in conduit with any other conductors.

- NOTES:**
1. Ideal for 'surge tank' applications; works with both tank wall interior (buried tanks) and exterior (accessible) installations.
  2. Sensor mounting height and (level) equalizing line depth as required for application.
  3. A normally closed electrically actuated, 120V solenoid valve is required to operate water makeup function; specify RSV-Series valve.
  4. A lighting and/or motor contactor is required to operate the low level cutoff function; consult factory.
  5. Unit is designed to monitor the 'surge tank' water level from close proximity or from a remote location.

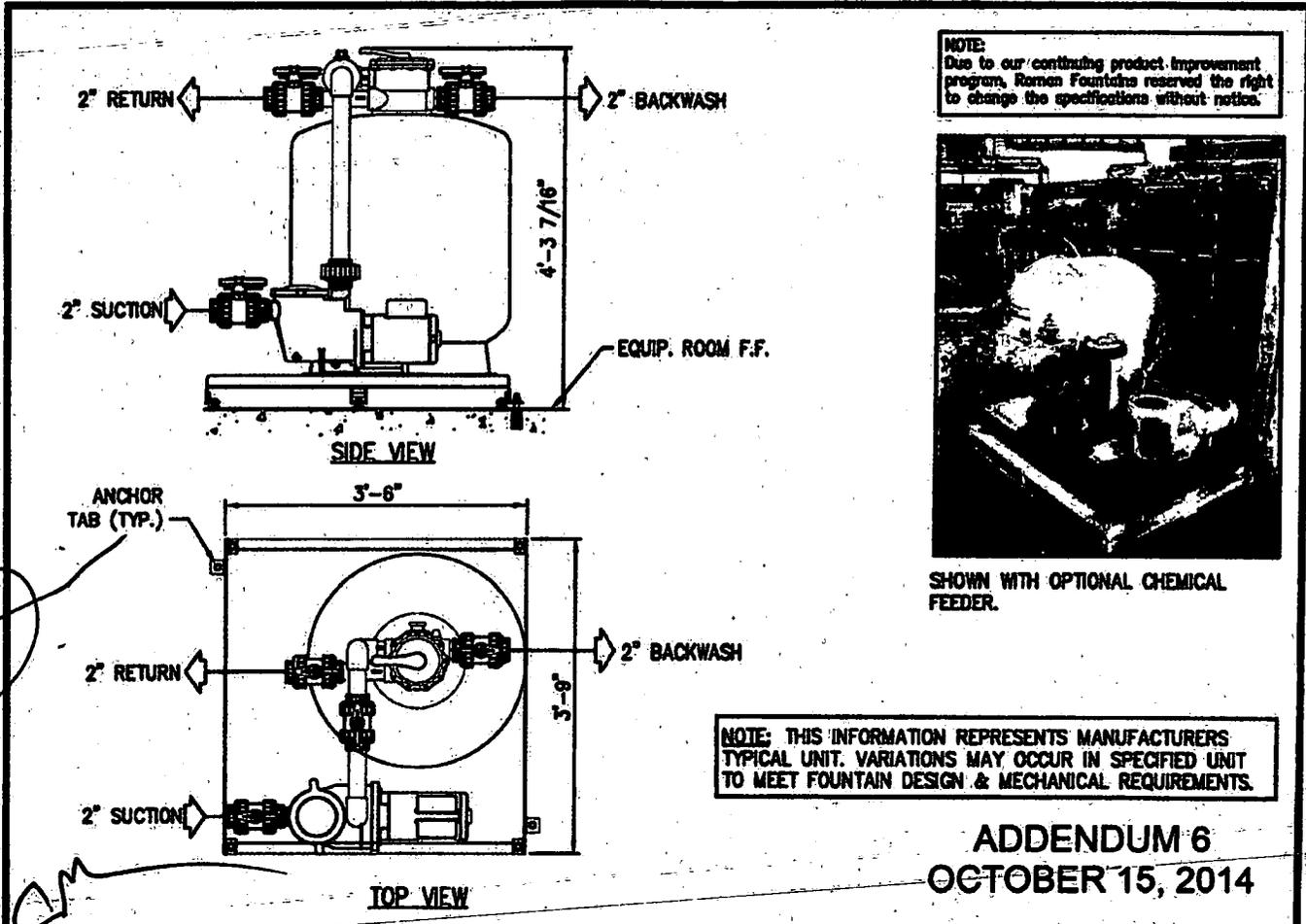
**SPECIFICATION DATA:** 'Surge Tank' Sensor Housing Make-up/Low Level Cutoff Housing, consisting of heavy duty Schedule 80 PVC housing with three (3) suspension type float switches each with integral 8 foot long float cable standard; 100 feet of pre-attached, 4-conductor, color-coded sensor cable; 1/2" (F) N.P.T. conduit connection and stainless steel fasteners. When specified as a system, package includes a RCOM-Series dual function solid state relay control board in a NEMA 1 enclosure (for indoor use only) rated for 120VAC with internally transformed 24 VAC sensor output circuit.

**DESIGN/APPLICATION DATA:** RCOM-RNFT Series, combination water make-up and low water level cutoff housing is designed for use with fountain system 'surge/storage tanks' where automatic water level monitoring is required. Unit provides simultaneous water level control and automatic fill, in addition to low water level monitoring, enabling circuit shutdown for pump and/or lighting circuit(s) in the event of a low water level condition.

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TYP. (1) ITEM # **LS**

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		No.	Date			By
		1	07/13/08	FG	Checked By: J.M.	RCOM-RNFT
		2	05/31/07	FG	Scale: None	
		3	01/31/08	FG	Date: 04/18/06	4.14b
		4	08/18/08	FG		
5	01/31/10	FG				
6	01/31/11	FG				



**NOTE:**  
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SHOWN WITH OPTIONAL CHEMICAL FEEDER.

**NOTE:** THIS INFORMATION REPRESENTS MANUFACTURERS TYPICAL UNIT. VARIATIONS MAY OCCUR IN SPECIFIED UNIT TO MEET FOUNTAIN DESIGN & MECHANICAL REQUIREMENTS.

**ADDENDUM 6**  
**OCTOBER 15, 2014**

TECHNICAL AND HYDRAULIC DATA						
MODEL NO.	FILTER PUMP HP	MAXIMUM TANK DIAMETER	Maximum FLOW RATE	TURNOVER RATE GAL/B.HR.	BACKWASH CONN.	#20 SILICA SAND REQ'D.
RSFS-1000	2	30-1/2"	120 GPM	48,000	2"	600 LBS.

**NOTE:** UNIT IS AVAILABLE WITH AN AUTO BACKWASH OPTION; CONSULT FACTORY.  
**NOTE:** 1. Select unit based on estimated total water volume of fountain system.

**SPECIFICATION DATA:** Skid Mounted Sand Filtration Skid; consisting of a reinforced 11 gauge, mill finish stainless steel platform with leveling glides, measuring approximately 42" wide x 45" long. System shall include a 2HP filter pump with integral strainer; 30-1/2" diameter high rate sand filter with multi-port dial valve and pressure gauge, and Schedule 80 PVC piping and valves. Unit shall be factory engineered, assembled, and tested prior to shipment. Pump motor requires 208-240V., 1 PH. or 208/240/480V., 3 PH. power + GND.

**DESIGN APPLICATION DATA:** Roman Fountains RSFS-1000, filtration skids are designed for fountains with system capacities up to 43,200 gallons (based on 6 hr. turnover), where an equipment room exists, but a prefabricated filtration system is desired. All units are factory assembled and tested prior to shipment to jobsite, minimizing installation and maintenance costs.

**OPTION:** Water Treatment and motor control equipment available; consult factory.

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TYP. ( ) ITEM # F1



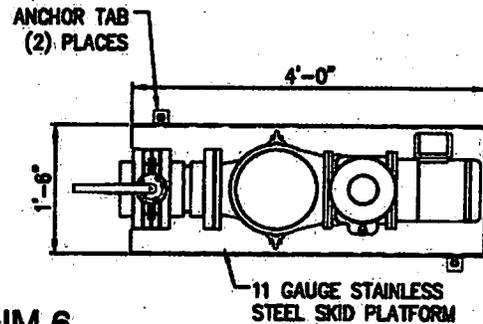
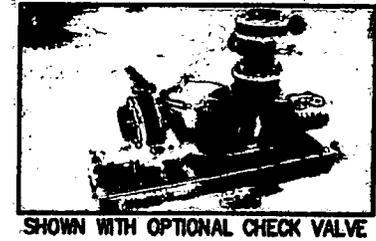
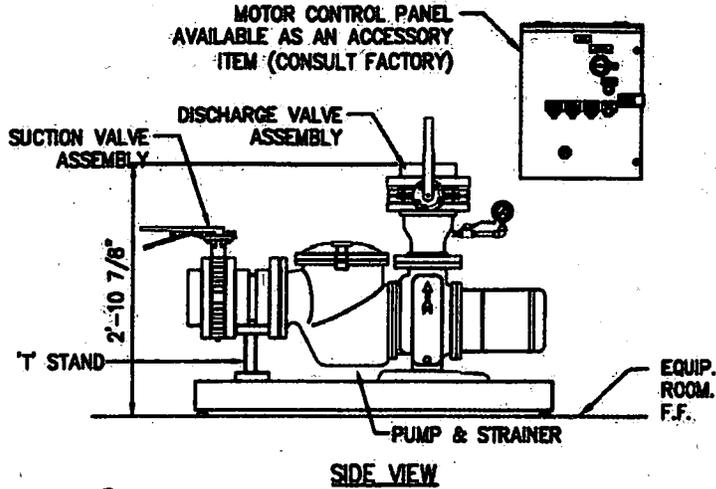
**ROMAN FOUNTAINS CORP.**  
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Albuquerque, N.M. 87184  
Phone #: (800) 794-1801  
Fax #: (505) 343-8086  
<http://www.romanfountains.com>

Revisions:		
No.	Date	By
6	05/21/08	FG
7	07/14/08	FG
8	01/31/10	FG
9	01/31/11	FG
10	01/31/12	FG

Skid Mounted Sand Filtration Station	
Drawn By: F.J.G.	Model No. RSFS-100D
Checked By: J.M.	Drawing No. 7-6
Scale: None	
Date: 11/29/99	

**NOTE: THIS INFORMATION REPRESENTS MANUFACTURERS TYPICAL UNIT. VARIATIONS MAY OCCUR IN SPECIFIED UNIT TO MEET FOUNTAIN DESIGN & MECHANICAL REQUIREMENTS.**

**NOTE:**  
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**ADDENDUM 6  
OCTOBER 15, 2014**

**TOP VIEW**

*Handwritten scribble*

TECHNICAL AND HYDRAULIC DATA						
MODEL	PUMP HP	MOTOR VOLTAGE		TYPICAL FLOW RANGE	PUMP CONNECTIONS	
		1 PH.	3 PH.		PUMP SUCTION	PUMP DISCHARGE
RSM-2S-500	5	240 V.	208/220/440 V.	TO 400 GPM	6"	6"
RSM-2S-750	7-1/2	—	208/220/440 V.	TO 550 GPM	8"	8"
RSM-2S-1000	10	—	208/220/440 V.	TO 600 GPM	8"	8"
RSM-2S-1500	15	—	208/220/440 V.	TO 650 GPM	8"	8"
RSM-2S-2000	20	—	208/220/440 V.	TO 750 GPM	8"	8"

- NOTES:**
1. Provide adequate ventilation (min. 25 CFM/HP) and drainage at pump room.
  2. Allow adequate space around entire skid system for servicing, maintenance, and electrical code clearances.
  3. Optional "low-flow" device available. Consult factory.

**SPECIFICATION DATA:** Self-Priming Skid Mounted Pump Station; consisting of a reinforced 11 gauge, mill finish stainless steel platform with leveling glides measuring approx 1'-6" x 4'-0"; all bronze self-priming diaphragm pump with mechanical seal, horsepower and capacity as specified, with integral large volume suction strainer with stainless steel perforated basket and quick-release cover, suction and discharge manifold (Sch. 80 PVC) with valves and fittings as shown (within skid footprint).

**DESIGN/APPLICATION DATA:** Roman Fountains RSM-Series 2S, skid-mounted pump stations are designed for fountain projects where an equipment room/area exists, but is up to 4 feet higher in elevation than the fountain pool, and a pre-fabricated skid-mounted pump station with self-priming capabilities is desired. All units are factory assembled and tested prior to shipment to jobsite, minimizing installation costs and installer responsibilities. Skid units may be specified/ordered motor control panel. Consult factory.

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TYP. (2) ITEM # PI/P2

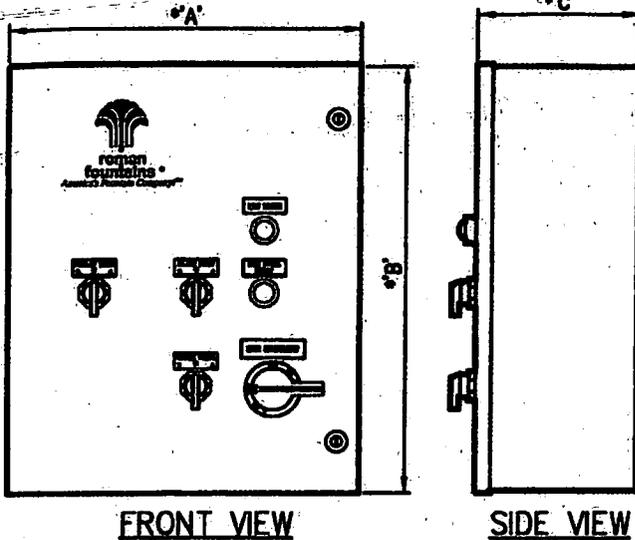


**ROMAN FOUNTAINS CORP.**  
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Albuquerque, N.M. 87184  
Phone #: (800) 794-1801  
Fax #: (505) 343-8086  
<http://www.romanfountains.com>

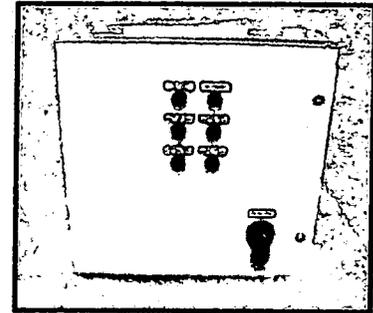
Revisions:		
No.	Date	By
6	08/18/08	FB
7	01/31/11	FB
8	01/31/12	FB

**Self-Priming Skid Mounted  
Pump Station**

Drawn By: F.J.G.	Model No.
Checked By: J.M.	<b>RSM-2S Series</b>
Scale: None	Drawing No.
Date: 07/28/99	<b>7.3</b>



**NOTE:** Due to our continuing product improvement program, Roman Fountains reserved the right to change the specifications without notice.



**TYPICAL**

ENCLOSURE SIZE VARIES WITH FUNCTIONS & FEATURES, PLEASE CONSULT FACTORY FOR 'NOT-TO-EXCEED' DIMENSIONS FOR SPECIFIC UNIT.

**ADDENDUM 6  
OCTOBER 15, 2014**

DISPLAY PUMP	FILTER PUMP	POWER REQ'D.
— HP	— HP	—

**NOTE:** WALL-MOUNT CONTROL PANEL IN AN AREA WHICH WILL AT ALL TIMES MEET OR EXCEED THE MINIMUM CLEARANCE REQUIREMENTS SET FORTH BY LOCAL AND THE NATIONAL ELECTRICAL CODES.

**NOTE:** THIS CONTROL PANEL SHALL NOT BE SIZED FOR NOR CONTAIN CIRCUITS FOR: SUMP PUMP, VENTILATION BLOWER, UTILITY LIGHT FIXTURES, CONVENIENCE OUTLET, OR ANY OTHER LOADS NOT SPECIFIED UNDER THIS CONTROL PANEL DESCRIPTION.

**NOTE:** THIS REPRESENTS A "TYPICAL" PUMP CONTROL PANEL CONFIGURATION. ACTUAL PANEL WILL BE PROJECT SPECIFIC AND MAY DIFFER FROM THIS DETAIL.

**⚡ DANGER ⚡**

FATAL ELECTRICAL SHOCK CAN OCCUR IF FOUNTAIN ELECTRICAL EQUIPMENT IS NOT INSTALLED PROPERLY. THIS EQUIPMENT SHOULD ONLY BE INSTALLED BY QUALIFIED ELECTRICIANS WITH PROPER GROUNDING AND GROUND FAULT CIRCUIT INTERRUPTION BREAKERS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE, SECTION 680, AND ALL OTHER APPLICABLE SECTIONS OF THE CODE.

**NOTE:** "DEAD FRONT" ENCLOSURES AVAILABLE; CONSULT FACTORY

**SPECIFICATION DATA:** Pump Control Panel; U.L. 508 Listed Custom Pump Control Panel, consisting of main disconnect, power distribution breaker(s) (as required); pump contactor(s) w/overload relay(s); water level make-up/low level equipment protection circuit, 7 day/24 hour electronic timeclock(s), 3-pos. H.O.A. selector switch and field connection terminal blocks. The panel is pre-wired in a NEMA 4 enclosure and factory tested with all loads, circuits and switching functions verified prior to delivery.

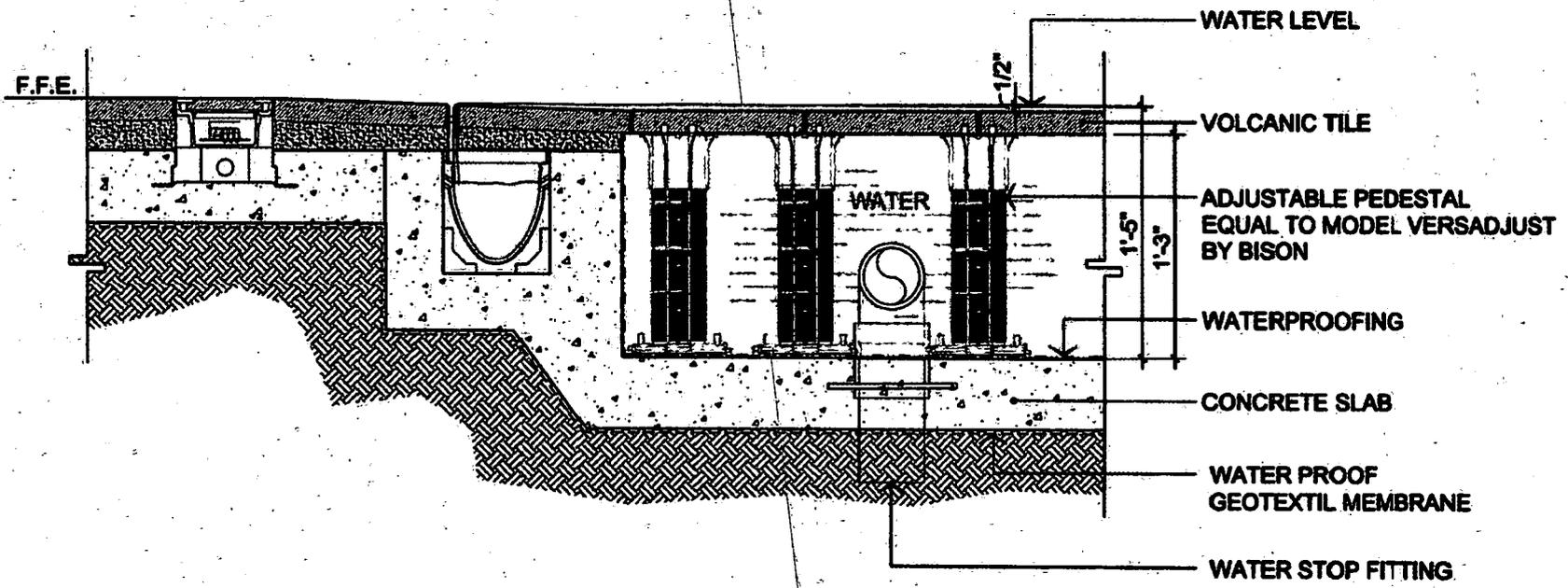
**DESIGN/APPLICATION DATA:** Pump control panels are designed for use on fountains and reflecting pools where automatic control is required for display and filtration pumps. Pre-engineered and factory tested, they are built under the auspices of Underwriters Laboratories and include a U.L. 508 label. Available in a range of horsepower configurations, each panel is complete with a dual-function water level/low level cutoff relay control board and time clock control.

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TYP. ( 1 ) ITEM # CPI

 <b>roman fountains®</b> <i>America's Fountain Company™</i>	<b>ROMAN FOUNTAINS CORP.</b> P.O. Drawer 10190 Albuquerque, N.M. 87184 Phone #: (800) 794-1801 Fax #: (505) 343-8086 <a href="http://www.romanfountains.com">http://www.romanfountains.com</a>			<b>Revisions:</b>		<b>Pump Control</b>		
				No.	Date	By	<b>Panel (Typical)</b>	
				7	11/13/09	FG		
				8	01/31/10	FG		
				9	01/31/11	FG		
			10	01/31/12	FG			
			Drawn By: F.J.G.		Model No.			
			Checked By: J.M.		<b>RPCP Series</b>			
			Scale: None		Drawing No.			
			Date: 09/25/00		<b>3.28</b>			

*Handwritten initials/signature*



**DETAIL MKD.**

SCALE: 1"=1'-0"



**ADDENDUM 6  
OCTOBER 15, 2014**



Enmienda Autorización de Corte, Poda, Trasplante y Siembra de Árboles

Construcción Proyecto Paseo Lineal (2da fase)  
San Juan

Datos de localización

2014-ACP-00062

De conformidad con las disposiciones de las leyes y reglamentos vigentes, se expide la presente Autorización de Corte, Poda, Trasplante y Siembra de Árboles, Certificado, para las obras a realizarse en un predio de terreno ubicado en:

Dirección Física

Ave. Muñoz Rivera sector Puerta de Tierra  
Viejo San Juan  
San Juan, Puerto Rico

Casos de Referencia

2014-DEA-00023 (OGPe)  
14OP-15587CX-SJ (Municipio San Juan)  
2013-227854-REA-17421 (OGPe)  
2013-227854-REC-96568 (OGPe)  
O-SE-CCH01-SJ-00662-05052014 (DRNA)  
2014-ACP-00044 (original)

Número(s) de Catastro

000-000-000-00

Dueño(s)

Autoridad para el Financiamiento de  
la Infraestructura

Calificación

Distrito(s) de Calificación: ---  
Accesos: Públicos

Certificado por

Arq. Segundo Cardona - Núm. Lic. 6737  
Laredo González - Núm. Credencial: 01300-ISF-00430

Profesional de Siembra

Laredo González Sánchez  
Núm. Credencial: 01300-ISF-00430

Datos de autorización

Localización

Tipo de Área: Publica, Urbana

Trasplante de Árboles

Cantidad de árboles a trasplantar: 61

Detalles de la Solicitud

Requerimiento de Mitigación: Si  
Requerimiento de Siembra Externa: No

Especies de Árboles	Cantidad Total
Ver inventario (memorial explicativo)	61
----	0
----	0

Corte y Remoción de Árboles: 32

Cantidad de árboles a cortar o remover	Cantidad Total
Especies de Árboles	
Ver inventario ( memorial explicativo)	32
----	0
----	0

Conservación de Árboles

Cantidad de árboles a conservar: 163

Especies de Árboles	Cantidad Total
Ver inventario (memorial explicativo)	163
----	0
----	0

Poda de Árboles

Cantidad de árboles a podarse: 0

Especies de Árboles	Cantidad Total
Ver inventario (memorial explicativo)	0
----	0
----	0

Plan de Mitigación

Cantidad de árboles por mitigación: 71  
Cantidad de árboles por concepto de estacionamiento: 0  
Cantidad de árboles por concepto de perímetro: 0

## Enmienda Autorización de Corte, Poda, Trasplante y Siembra de Árboles

### Condiciones generales

1. Cualquier cambio o variación a la actividad aquí aprobada requerirá la previa autorización escrita de la OGPe.
2. El peticionario asume total y absoluta responsabilidad por daños a personas, propiedad pública y privada o cualquier otro daño que resulte de la obra aquí autorizada.
3. Se deberá tener evidencia de la autorización otorgada en y durante el transcurso de las obras a realizarse.
4. Al recibo de este documento, el peticionario y el personal asignado al proyecto, deberán reunirse con el proyectista o contratista a cargo de los trabajos de construcción y discutir los pormenores de esta autorización. El proyectista o contratista deberá mantener copia de la autorización en el área de los trabajos y dará conocimiento a todos los supervisores de obra de las actividades autorizadas y las condiciones en los anejos correspondientes.
5. La concesión de esta autorización no lo libera de la responsabilidad de obtener cualquier otro(s) permiso(s) que pueda(n) ser requerido(s) por cualquier otra agencia federal, estatal o municipal.
6. Cuando las actividades autorizadas en esta autorización requieran movimiento de tierra deberá obtener un Permiso de Actividad Incidental según estipulado en el Reglamento Conjunto de Permisos para Obras de Construcción y Usos de Terrenos.
7. Las actividades autorizadas en esta autorización deberán ser realizadas y supervisadas por un Inspector Autorizado de Siembra (ISF), según descrito en el Reglamento Conjunto.
8. Esta autorización tendrá la vigencia del término programado para la construcción del proyecto propuesto, según estipulado en la planificación del mismo.
9. El Plan de Siembra se implementará en su totalidad en un término de seis (6) meses luego de terminados los trabajos de construcción. Durante la fase de implementación del Plan de Siembra se deberá dar mantenimiento a los árboles sembrados para asegurar el éxito de la siembra. En dicho plan se incluirá: revisión de sistemas de anclaje, riego, poda árboles jóvenes, abonamiento, manejo de plagas y enfermedades y cualquier otra práctica que se entienda necesaria.
10. Se implantará el Plan de Mantenimiento para los árboles sembrados el cual tendrá una duración mínima de seis (6) meses luego de terminada la implantación del Plan de Mitigación autorizado.
11. De existir un cuerpo de agua, el movimiento de tierra y el corte de árboles se realizará fuera de la faja verde de cinco (5) metros de anchos, colindantes con el mismo. La faja verde permanecerá en su estado natural.
12. El Inspector Autorizado de Siembra (ISF) certificará a OGPe la culminación del Plan de Mitigación.
13. El Peticionario deberá solicitar la renovación de esta autorización con al menos treinta (30) días de antelación a la fecha de vencimiento; luego de este término deberá someter una solicitud de autorización nueva que cumpla con las leyes y reglamentos vigentes.
14. Se deberá informar por escrito a OGPe la fecha en la cual se haya terminado la obra de construcción propuesta dentro de un término de diez (10) días laborables, luego de pasada la misma. De no someter información el proponente estará sujeto a penalidad.
15. La autorización de corte, poda, trasplante y siembra expedida junto con la determinación final de la OGPe no entrará en vigencia sino hasta quince (15) días después de haber sido emitida la misma.
16. Durante dicho término, la OGPe y/o la Junta de Planificación podrá realizar una inspección al predio y/o auditoría de los documentos y certificaciones radicadas para el caso para verificar la veracidad de la información presentada.
17. Si de la inspección o auditoría realizada surge que la documentación presentada debe ser corregida, se procederá a notificar al Inspector Autorizado de Siembra (ISF) que certificó la información y la autorización quedará sin efecto hasta que se corrijan las deficiencias. Ello, sin menoscabo de las demás acciones que pueda tomar la OGPe y/o la Junta de Planificación a tenor con las facultades que le fueran conferidas por la Ley Núm. 161, supra y los reglamentos adoptados a su amparo.

Una parte adversamente afectada por una actuación, determinación final o resolución podrá presentar una moción de reconsideración, dentro del término jurisdiccional de veinte (20) días contados a partir de la fecha de archivo en autos, de copia de la notificación de la actuación, determinación final o resolución. Además, la parte adversamente afectada podrá solicitar la celebración de una vista administrativa para la consideración de la Moción de Reconsideración. La celebración de la vista será una determinación discrecional. Presentada la moción, la división correspondiente de la Oficina de Gerencia de Permisos, el Profesional Autorizado, o el Municipio Autónomo con Jerarquía de la I a la V, elevará a la división de reconsideración de la OGPe copia certificada del expediente del caso, dentro de los diez (10) días naturales siguientes a la radicación de la moción.

La parte adversamente afectada notificará copia de la moción de reconsideración a las partes y a los interventores que hayan sido autorizados, dentro de las cuarenta y ocho (48) horas de haber radicado la moción. El requisito de notificación es de carácter jurisdiccional. En la moción, la parte que presenta la misma certificará a la Oficina de Gerencia de Permisos su cumplimiento con este requisito. La notificación podrá hacerse por correo o por cualquier medio electrónico que se establezca en el Reglamento Interno.

La Oficina de Gerencia de Permisos, dentro de los quince (15) días de haberse presentado la moción de reconsideración deberá considerarla. Si la rechazare de plano o no actuare dentro de los quince (15) días, el término para solicitar revisión judicial comenzará a correr nuevamente desde que se notifique dicha denegatoria o desde que expiren esos quince (15) días, según sea el caso. Si se tomare alguna determinación en su consideración, el término para solicitar revisión empezará a contarse desde la fecha en que se archive en autos una copia de la notificación de la resolución de la agencia resolviendo definitivamente la moción de reconsideración. Tal resolución deberá ser emitida y archivada en autos dentro de los noventa (90) días siguientes a la radicación de la moción de reconsideración. Si la agencia acoge la moción de reconsideración pero deja de tomar alguna acción con relación a la moción dentro de los noventa (90) días de ésta haber sido radicada, perderá jurisdicción sobre la misma y el término para solicitar la revisión judicial empezará a contarse a partir de la expiración de dicho término de noventa (90) días salvo que la agencia, por justa causa y dentro de esos noventa (90) días, prorrogue el término para



## Enmienda Autorización de Corte, Poda, Trasplante y Siembra de Árboles

resolver por un período que no excederá de treinta (30) días adicionales.

La moción de reconsideración NO será requisito jurisdiccional para solicitar la revisión judicial. Una parte adversamente afectada por una orden o resolución final de la Oficina de Gerencia de Permisos podrá presentar una solicitud de revisión ante el Tribunal de Apelaciones, dentro de un término de treinta (30) días contados a partir de la fecha del archivo en autos de la copia de la notificación de la orden o resolución final de la agencia o a partir de la fecha aplicable cuando el término para solicitar la revisión judicial haya sido interrumpido mediante la presentación oportuna de una moción de reconsideración. La parte notificará la presentación de la solicitud de revisión a la agencia y a todas las partes dentro del término para solicitar dicha revisión. La notificación podrá hacerse por correo.

### Firmas y sellos

Fecha de expedición  
14 AGOSTO 2014



TABLA 3.1 - DESCRIPCIÓN DE ARBOLES

SubTotal a Sembrar Fases III-IV		533		Hojas CR47-8 a 14 y CR47-15 a 24		
Por Impactos Adicionales en Fase II		32		Hojas CR47-15 a 24		
Por Impactos Adicionales en Fase I (c.Tren)		37		Hojas CR47-15 a 24		
Total		602				
Especies	Cantidad	Nombre Científico	ID	Especificaciones Min.	Ubicados	Hoja
ALMENDRA	6	<i>Terminalia catappa</i>	Tc	6' O/A, 5-7 gal	6	CR47-8 a 14
EMAJAGUILLA	19	<i>Thespesia populnea</i>	Tp	6' O/A, 5-7 gal	19	CR47-8 a 14
GUAYABACON	17	<i>Myrcianthes fragrans</i>	Mf	6' O/A, 5-7 gal	17	CR47-8 a 14
NEMO	40	<i>Azadirachta indica</i>	Ai	6' O/A, 5-7 gal	40	CR47-8 a 14
PALMA DATILERA	14	<i>Phoenix dactylifera</i>	Pd	6' O/A, 5-7 gal	14	CR47-8 a 14
PALMA SABAL	13	<i>Sabal causiarum</i>	Sc	6' O/A, 5-7 gal	13	CR47-8 a 14
PALO SANTO	29	<i>Bursera arborea</i>	Ba	6' O/A, 5-7 gal	29	CR47-8 a 14
ROBLE BLANCO	52	<i>Tabebuia heterophylla</i>	Th	6' O/A, 5-7 gal	52	CR47-8 a 14
UBILLA	72	<i>Coccoloba diversifolia</i>	Cd	6' O/A, 5-7 gal	72	CR47-8 a 14
LVA PLAYERA	48	<i>Coccoloba uvifera</i>	Cu	6' O/A, 5-7 gal	48	CR47-8 a 14
MANGLE BOTON	99	<i>Conocarpus erectus</i>	Ce	6' O/A, 5-7 gal	99	CR47-15 a 24
PENDULA	55	<i>Citnarexylum fruticosum</i>	Cf	6' O/A, 5-7 gal	55	CR47-15 a 24
ROBLE BLANCO	92	<i>Tabebuia heterophylla</i>	Th	6' O/A, 5-7 gal	92	CR47-15 a 24
UBILLA	46	<i>Coccoloba diversifolia</i>	Cd	6' O/A, 5-7 gal	46	CR47-15 a 24
Total	602					
Ubicados	602					
Pendientes	0					
Distribución de Arboles para Reforestación						
Nativos		85.22%				
Proveen Alimento a las Aves Silvestres		100.00%				
Exóticos Ornamentales		14.78%				
Palmas		4.49%				



ADDENDUM 6  
OCTOBER 15, 2014

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# TABLA 3.2. PLAN DE REFORESTACIÓN

**Proyecto :** PASEO PUERTA DE TIERRA: FASE II  
**Localización:** Ave, Luis Muñoz Rivera, SAN JUAN, PUERTO RICO  
**Fecha:** MARZO DE 2014  
**PLAN DE REFORESTACION**

Condiciones existentes		SIEMBRA
ARBOLES PARA REMOCION >4" <24"	25	50
ARBOLES PARA REMOCION ≥24" <40"	7	21
ARBOLES PARA REMOCION ≥40"	0	0
ESPECIES AMENAZADAS/EN PELIGRO	0	0
EN VIGILANCIA DE LITORAL (SVL)	0	0
EN ZONA MARITIMO TERRESTRE (ZMT)	0	0
ARBOLES PARA TRANSPLANTE	61	61
ARBOLES A PERMANECER	163	163
ARBOLES A PODAR	5	5
<b>Plano de Situacion</b>		
SOLARES NUEVOS A CREARSE	0	0
ESTACIONAMIENTOS NUEVOS (U)	0	0
PERIMETRO (LF)	0	0
<b>Total a Sembrar</b>		<b>71</b>



**ADDENDUM 6**  
**OCTOBER 15, 2014**

*Em*

TABLA 3.3- RESUMEN DE TABLA DE INVENTARIO

RESUMEN DE TABLA DE INVENTARIO

Especies	19		8	7	14	1
Especies	Cantidad	Nombre Científico	REMOVER	TRASPLANTAR	CONSERVAR	PODAR
ALMENDRA	13	<i>Terminalia catappa</i>	4	0	9	0
ADONIDIA	3	<i>Veitchia merillii</i>	0	3	0	0
BUCAYO VARIEGADO	1	<i>Erythrina variegata</i>	0	0	1	0
CASUARINA	27	<i>Casuarina equisetifolia</i>	9	0	18	0
HIGO PANDURATA	4	<i>Ficus pandurata</i>	0	0	4	0
LAUREL	1	<i>Ficus benjamina</i>	1	0	0	0
MARIA	11	<i>Calophyllum cataba</i>	4	0	7	5
PALMA DE ABANICO DE FIJI	5	<i>Fritchardia pacifica</i>	0	5	0	0
PALMA FOX TAIL	31	<i>Woduetia bifurcata</i>	0	25	6	0
PALMA REAL	12	<i>Roystonea borinquena</i>	0	4	8	0
PALMA SABAL	2	<i>Sabal causiarum</i>	0	2	0	0
PALMA SPINDLE	23	<i>Hyophorba verschaffeltii</i>	0	18	5	0
PALMA TRIANGULAR	4	<i>Dypsis decaryi</i>	0	4	0	0
PALMA WASHINGTONIA	13	<i>Washingtonia robusta</i>	0	0	13	0
PANDANUS	5	<i>Pandanus utilis</i>	0	0	5	0
ROBLE BLANCO	80	<i>Tabebuia heterophylla</i>	10	0	80	0
ROBLE PLATEADO	5	<i>Tabebuia argentea</i>	2	0	3	0
UCAR	3	<i>Bucida buceras</i>	1	0	2	0
LIVA PLAYERA	3	<i>Coccoloba uvifera</i>	1	0	2	0
TOTAL	256		32	61	163	5



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# TABLA 3.4 - INVENTARIO DE ARBOLES.

Proyecto : PASEO PUERTA DE TIERRA: FASE II  
 Localización: Ave, Luis Muñoz Rivera, SAN JUAN, PUERTO RICO  
 Fecha: MARZO DE 2014  
**INVENTARIO DE ARBOLES**

ID	Nombre Común	DBH (")	Altura (')	Estado	Posible Acción
147	PALMA SPINDLE	5.00	5.00	BUENO	CONSERVAR
148	PALMA SPINDLE	5.00	5.00	BUENO	CONSERVAR
149	PALMA SPINDLE	5.00	5.00	BUENO	CONSERVAR
150	PALMA SPINDLE	5.00	5.00	BUENO	CONSERVAR
151	PALMA SPINDLE	5.00	5.00	BUENO	CONSERVAR
152	PALMA FOX TAIL	8.00	12.00	BUENO	CONSERVAR
153	PALMA FOX TAIL	7.50	12.00	BUENO	CONSERVAR
154	PALMA FOX TAIL	8.00	15.00	BUENO	CONSERVAR
155	PALMA FOX TAIL	7.00	10.00	BUENO	CONSERVAR
156	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
157	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
158	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
159	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
160	MARIA	19.00	25.00	BUENO	PODAR
161	LAUREL	13.00	20.00	BUENO	REMOVED
162	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
163	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
164	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
165	PALMA SPINDLE	5.00	5.00	BUENO	TRASPLANTAR
166	PALMA SABAL	12.00	30.00	BUENO	TRASPLANTAR
167	PALMA SABAL	8.00	7.00	BUENO	TRASPLANTAR
168	MARIA	30.00	25.00	BUENO	PODAR
169	MARIA	22.00	25.00	BUENO	PODAR
170	PALMA SPINDLE	12.00	6.00	BUENO	TRASPLANTAR
171	PALMA SPINDLE	12.00	6.00	BUENO	TRASPLANTAR
172	MARIA	4.00	18.00	BUENO	REMOVED
173	PALMA SPINDLE	12.00	6.00	BUENO	TRASPLANTAR
174	PALMA SPINDLE	12.00	6.00	BUENO	TRASPLANTAR
175	PALMA SPINDLE	12.00	6.00	BUENO	TRASPLANTAR
176	ROBLE BLANCO	7.00	25.00	BUENO	REMOVED
177	MARIA	18.00	25.00	BUENO	PODAR
178	MARIA	16.00	25.00	BUENO	PODAR
179	PALMA FOX TAIL	9.50	15.00	BUENO	TRASPLANTAR
180	PALMA FOX TAIL	9.00	15.00	BUENO	TRASPLANTAR
181	PALMA FOX TAIL	9.00	15.00	BUENO	TRASPLANTAR
182	PALMA FOX TAIL	9.50	15.00	BUENO	TRASPLANTAR
183	PALMA FOX TAIL	10.00	12.00	BUENO	TRASPLANTAR
184	PALMA FOX TAIL	9.00	12.00	BUENO	TRASPLANTAR
185	PALMA FOX TAIL	9.00	12.00	BUENO	TRASPLANTAR
186	PALMA TRIANGULAR	8.00	4.00	BUENO	TRASPLANTAR
187	PALMA TRIANGULAR	8.00	4.00	BUENO	TRASPLANTAR
188	PALMA TRIANGULAR	8.00	4.00	BUENO	TRASPLANTAR
189	PALMA TRIANGULAR	8.00	4.00	BUENO	TRASPLANTAR
190	PALMA SPINDLE	8.00	4.50	BUENO	TRASPLANTAR
191	PALMA SPINDLE	8.00	4.50	BUENO	TRASPLANTAR
192	PALMA SPINDLE	8.00	4.50	BUENO	TRASPLANTAR
193	PALMA SPINDLE	8.00	4.50	BUENO	TRASPLANTAR
194	PALMA SPINDLE	8.00	4.50	BUENO	TRASPLANTAR
195	PALMA FOX TAIL	9.00	15.00	BUENO	TRASPLANTAR
196	PALMA FOX TAIL	7.50	15.00	BUENO	TRASPLANTAR
197	PALMA FOX TAIL	7.50	15.00	BUENO	TRASPLANTAR
198	PALMA FOX TAIL	8.00	15.00	BUENO	TRASPLANTAR
199	PALMA FOX TAIL	9.50	15.00	BUENO	TRASPLANTAR
200	PALMA FOX TAIL	8.00	15.00	BUENO	TRASPLANTAR
201	PALMA FOX TAIL	8.50	15.00	BUENO	TRASPLANTAR
202	PALMA FOX TAIL	8.50	12.00	BUENO	TRASPLANTAR
203	PALMA FOX TAIL	8.00	15.00	BUENO	TRASPLANTAR
204	PALMA FOX TAIL	9.00	12.00	BUENO	TRASPLANTAR
205	PALMA FOX TAIL	8.00	15.00	BUENO	TRASPLANTAR
206	PALMA FOX TAIL	7.50	12.00	BUENO	TRASPLANTAR
207	PALMA FOX TAIL	8.00	12.00	BUENO	TRASPLANTAR
208	PALMA FOX TAIL	9.00	15.00	BUENO	TRASPLANTAR
209	PALMA FOX TAIL	8.00	12.00	BUENO	TRASPLANTAR
210	PALMA FOX TAIL	7.50	12.00	BUENO	TRASPLANTAR

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Fecha de Ejecución 2015-05-17

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211	PALMA FOX TAIL	9.00	15.00	BUENO	CONSERVAR
212	PALMA FOX TAIL	9.00	15.00	BUENO	CONSERVAR
213	PALMA FOX TAIL	9.50	15.00	BUENO	TRASPLANTAR
214	PALMA FOX TAIL	8.00	15.00	BUENO	TRASPLANTAR
215	ALMENDRA	16.00	30.00	BUENO	CONSERVAR
216	ALMENDRA	13.50	30.00	BUENO	CONSERVAR
217	ALMENDRA	18.50	35.00	BUENO	CONSERVAR
218	ADONIDIA	4.00	7.00	BUENO	TRASPLANTAR
219	ADONIDIA	4.50	7.00	BUENO	TRASPLANTAR
220	ROBLE BLANCO	6.50	20.00	BUENO	REMOVER
221	PALMA DE ABANICO DE FIJI	10.00	15.00	BUENO	TRASPLANTAR
222	PALMA DE ABANICO DE FIJI	9.00	15.00	BUENO	TRASPLANTAR
223	PALMA DE ABANICO DE FIJI	10.00	15.00	BUENO	TRASPLANTAR
224	PALMA DE ABANICO DE FIJI	12.00	15.00	BUENO	TRASPLANTAR
225	PALMA DE ABANICO DE FIJI	7.00	15.00	BUENO	TRASPLANTAR
226	HIGO PANDURATA	14.00	20.00	BUENO	CONSERVAR
227	HIGO PANDURATA	7.00	25.00	BUENO	CONSERVAR
228	HIGO PANDURATA	7.00	20.00	BUENO	CONSERVAR
229	BUCAYO VARIEGADO	16.00	20.00	BUENO	CONSERVAR
230	PALMA WASHINGTONIA	12.00	35.00	BUENO	CONSERVAR
231	PALMA WASHINGTONIA	10.00	35.00	BUENO	CONSERVAR
232	PALMA WASHINGTONIA	10.00	35.00	BUENO	CONSERVAR
233	PALMA WASHINGTONIA	10.00	35.00	BUENO	CONSERVAR
234	PANDANUS	5.00	15.00	BUENO	CONSERVAR
235	PANDANUS	5.00	15.00	BUENO	CONSERVAR
236	PANDANUS	6.00	20.00	BUENO	CONSERVAR
237	PANDANUS	6.00	15.00	BUENO	CONSERVAR
238	PANDANUS	5.00	15.00	BUENO	CONSERVAR
239	ADONIDIA	5.00	7.00	BUENO	TRASPLANTAR
240	MARIA	11.00	20.00	BUENO	REMOVER
241	MARIA	19.00	30.00	BUENO	REMOVER
242	MARIA	7.50	20.00	BUENO	REMOVER
243	ROBLE BLANCO	9.00	25.00	BUENO	REMOVER
244	MARIA	8.00	20.00	BUENO	CONSERVAR
245	MARIA	4.00	20.00	BUENO	CONSERVAR
246	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
247	ROBLE BLANCO	3.00	15.00	BUENO	CONSERVAR
248	ROBLE BLANCO	7.00	20.00	BUENO	CONSERVAR
249	ROBLE BLANCO	8.30	25.00	BUENO	CONSERVAR
250	CASUARINA	28.00	40.00	BUENO	CONSERVAR
251	PALMA REAL	14.00	25.00	BUENO	CONSERVAR
252	PALMA REAL	15.00	25.00	BUENO	CONSERVAR
253	PALMA REAL	18.00	25.00	BUENO	CONSERVAR
254	PALMA REAL	16.00	25.00	BUENO	CONSERVAR
255	PALMA REAL	15.00	20.00	BUENO	CONSERVAR
256	PALMA REAL	15.00	20.00	BUENO	CONSERVAR
257	PALMA REAL	16.00	25.00	BUENO	CONSERVAR
258	PALMA REAL	17.00	25.00	BUENO	CONSERVAR
259	ALMENDRA	11.50	35.00	BUENO	CONSERVAR
260	ALMENDRA	10.00	35.00	BUENO	REMOVER
261	CASUARINA	33.00	80.00	BUENO	REMOVER
262	ALMENDRA	13.00	35.00	BUENO	REMOVER
263	CASUARINA	31.00	80.00	BUENO	REMOVER
264	CASUARINA	23.00	80.00	BUENO	REMOVER
265	ROBLE BLANCO	4.00	15.00	BUENO	CONSERVAR
266	CASUARINA	31.00	80.00	BUENO	REMOVER
267	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
268	ROBLE BLANCO	4.50	20.00	BUENO	CONSERVAR
269	ROBLE BLANCO	6.50	20.00	BUENO	CONSERVAR
270	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
271	ROBLE BLANCO	5.00	20.00	BUENO	CONSERVAR
272	CASUARINA	27.00	80.00	BUENO	CONSERVAR
273	CASUARINA	19.00	80.00	BUENO	CONSERVAR
274	CASUARINA	28.00	80.00	BUENO	CONSERVAR
275	CASUARINA	10.00	40.00	BUENO	CONSERVAR
276	CASUARINA	18.00	70.00	BUENO	CONSERVAR
277	CASUARINA	32.00	80.00	BUENO	CONSERVAR
278	ALMENDRA	9.00	35.00	BUENO	CONSERVAR
279	ALMENDRA	13.00	35.00	BUENO	CONSERVAR
280	ALMENDRA	12.00	35.00	BUENO	CONSERVAR
281	ROBLE BLANCO	5.50	15.00	BUENO	CONSERVAR
282	ROBLE BLANCO	4.00	10.00	BUENO	CONSERVAR

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Fecha de Expedición: 2019-02-13

283	ROBLE BLANCO	5.00	12.00	BUENO	CONSERVAR
284	ROBLE BLANCO	5.00	12.00	BUENO	CONSERVAR
285	ROBLE BLANCO	3.00	8.00	BUENO	CONSERVAR
286	ALMENDRA	2.50	10.00	BUENO	CONSERVAR
287	ROBLE BLANCO	3.50	10.00	BUENO	CONSERVAR
288	ROBLE BLANCO	4.50	12.00	BUENO	CONSERVAR
289	ROBLE BLANCO	4.00	12.00	BUENO	CONSERVAR
290	ROBLE BLANCO	5.00	12.00	BUENO	CONSERVAR
291	ROBLE BLANCO	4.00	12.00	BUENO	CONSERVAR
292	ROBLE BLANCO	5.00	12.00	BUENO	CONSERVAR
293	ROBLE BLANCO	3.00	12.00	BUENO	CONSERVAR
294	ROBLE BLANCO	4.00	12.00	BUENO	CONSERVAR
295	ROBLE BLANCO	4.00	15.00	BUENO	CONSERVAR
296	ROBLE BLANCO	3.00	15.00	BUENO	CONSERVAR
297	ROBLE BLANCO	4.00	12.00	BUENO	CONSERVAR
298	ROBLE BLANCO	4.00	15.00	BUENO	CONSERVAR
299	ROBLE BLANCO	3.00	12.00	BUENO	CONSERVAR
300	ROBLE BLANCO	2.00	8.00	BUENO	CONSERVAR
301	ROBLE BLANCO	2.00	8.00	BUENO	CONSERVAR
302	ROBLE BLANCO	5.00	15.00	BUENO	CONSERVAR
303	ROBLE BLANCO	3.50	15.00	BUENO	CONSERVAR
304	UCAR	6.00	15.00	BUENO	CONSERVAR
305	ROBLE BLANCO	5.00	15.00	BUENO	CONSERVAR
306	ROBLE BLANCO	4.00	15.00	BUENO	CONSERVAR
307	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
308	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
309	ROBLE BLANCO	5.00	20.00	BUENO	REMOVER
310	ROBLE BLANCO	5.00	15.00	BUENO	REMOVER
311	UCAR	7.00	15.00	BUENO	REMOVER
312	ROBLE BLANCO	6.50	20.00	BUENO	CONSERVAR
313	UCAR	11.00	22.00	BUENO	CONSERVAR
314	ROBLE BLANCO	6.50	22.00	BUENO	CONSERVAR
315	CASUARINA	18.00	70.00	BUENO	CONSERVAR
316	CASUARINA	16.00	60.00	BUENO	CONSERVAR
317	CASUARINA	13.00	40.00	BUENO	CONSERVAR
318	CASUARINA	14.00	40.00	BUENO	CONSERVAR
319	CASUARINA	17.00	70.00	BUENO	CONSERVAR
320	CASUARINA	19.00	70.00	DEAD	N/A
321	CASUARINA	14.00	50.00	BAD	CONSERVAR
322	CASUARINA	15.00	70.00	BUENO	CONSERVAR
323	CASUARINA	23.00	70.00	BUENO	CONSERVAR
324	CASUARINA	25.00	70.00	BUENO	CONSERVAR
325	HIGO PANDURATA	39.00	25.00	BUENO	CONSERVAR
326	ALMENDRA	10.00	20.00	BUENO	REMOVER
327	ALMENDRA	12.00	20.00	BUENO	REMOVER
328	CASUARINA	30.00	70.00	BUENO	REMOVER
329	PALMA WASHINGTONIA	9.00	30.00	BUENO	CONSERVAR
330	PALMA WASHINGTONIA	11.00	30.00	BUENO	CONSERVAR
331	PALMA WASHINGTONIA	10.00	30.00	BUENO	CONSERVAR
332	ROBLE BLANCO	4.50	15.00	BUENO	CONSERVAR
333	ROBLE BLANCO	5.00	15.00	BUENO	CONSERVAR
334	ROBLE BLANCO	8.00	15.00	BUENO	CONSERVAR
335	ROBLE BLANCO	4.00	15.00	BUENO	CONSERVAR
336	ROBLE BLANCO	4.00	20.00	BUENO	CONSERVAR
337	ROBLE BLANCO	8.00	20.00	BUENO	CONSERVAR
338	PALMA WASHINGTONIA	12.00	40.00	BUENO	CONSERVAR
339	PALMA WASHINGTONIA	10.00	40.00	BUENO	CONSERVAR
340	PALMA WASHINGTONIA	10.00	40.00	BUENO	CONSERVAR
341	PALMA WASHINGTONIA	10.00	40.00	BUENO	CONSERVAR
342	PALMA WASHINGTONIA	9.50	40.00	BUENO	CONSERVAR
343	PALMA WASHINGTONIA	9.50	40.00	BUENO	CONSERVAR
344	ROBLE BLANCO	7.50	30.00	BUENO	CONSERVAR
345	CASUARINA	29.00	80.00	BUENO	REMOVER
346	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
347	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
348	ROBLE BLANCO	7.00	25.00	BUENO	CONSERVAR
349	ROBLE BLANCO	9.00	30.00	BUENO	CONSERVAR
350	CASUARINA	24.00	70.00	BUENO	CONSERVAR
351	UVA PLAYERA	8.50	15.00	BUENO	CONSERVAR
352	UVA PLAYERA	11.00	25.00	BUENO	CONSERVAR
353	ROBLE BLANCO	8.00	30.00	BUENO	CONSERVAR
354	ROBLE BLANCO	8.00	25.00	BUENO	CONSERVAR

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Fecha de Emisión: 2014-03-19

ADDENDUM 6  
OCTOBER 15, 2014

355	ROBLE BLANCO	5.50	25.00	BUENO	CONSERVAR
356	ROBLE BLANCO	9.00	30.00	BUENO	CONSERVAR
357	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
358	ROBLE BLANCO	7.00	25.00	BUENO	CONSERVAR
359	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
360	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
361	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
362	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
363	ROBLE BLANCO	8.00	25.00	BUENO	CONSERVAR
364	ROBLE BLANCO	7.00	25.00	BUENO	CONSERVAR
365	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
366	ROBLE BLANCO	7.00	25.00	BUENO	CONSERVAR
367	ROBLE BLANCO	2.00	10.00	BUENO	CONSERVAR
368	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
369	ROBLE BLANCO	9.00	25.00	BUENO	CONSERVAR
370	ROBLE BLANCO	5.00	20.00	BUENO	CONSERVAR
371	ROBLE BLANCO	6.00	20.00	BUENO	CONSERVAR
372	CASUARINA	24.00	70.00	BUENO	REMOVER
373	CASUARINA	17.00	70.00	BUENO	REMOVER
374	ROBLE BLANCO	5.00	20.00	BUENO	CONSERVAR
375	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
376	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
377	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
378	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
379	ROBLE BLANCO	5.00	25.00	BUENO	CONSERVAR
380	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
381	ROBLE BLANCO	4.00	20.00	BUENO	CONSERVAR
382	ROBLE BLANCO	6.00	25.00	BUENO	CONSERVAR
383	ROBLE BLANCO	5.00	20.00	BUENO	CONSERVAR
384	CASUARINA	19.00	70.00	BUENO	REMOVER
385	ROBLE BLANCO	5.00	20.00	BUENO	CONSERVAR
386	ROBLE BLANCO	4.00	20.00	BUENO	REMOVER
387	ROBLE BLANCO	9.00	25.00	BUENO	REMOVER
388	ROBLE BLANCO	6.50	25.00	BUENO	REMOVER
389	ROBLE BLANCO	6.00	25.00	BUENO	REMOVER
390	ROBLE BLANCO	6.50	25.00	BUENO	REMOVER
391	UVA PLAYERA	37.50	40.00	BUENO	REMOVER
392	PALMA REAL	18.00	30.00	BUENO	TRASPLANTAR
393	PALMA REAL	17.00	30.00	BUENO	TRASPLANTAR
394	PALMA REAL	18.00	25.00	BUENO	TRASPLANTAR
395	PALMA REAL	16.00	25.00	BUENO	TRASPLANTAR
396	ROBLE PLATEADO	9.00	30.00	BUENO	REMOVER
397	ROBLE PLATEADO	11.00	30.00	BUENO	REMOVER
398	ROBLE PLATEADO	10.00	30.00	BUENO	CONSERVAR
399	ROBLE BLANCO	1.80	8.00	BUENO	CONSERVAR
400	ROBLE PLATEADO	8.00	20.00	BUENO	CONSERVAR
401	ROBLE PLATEADO	5.00	9.00	BUENO	CONSERVAR
402	ALMENDRA	24.00	40.00	BUENO	CONSERVAR



ADDENDUM 6  
OCTOBER 15, 2014



**ADDENDUM 6**  
**CONTESTACIÓN A PREGUNTAS**

**RFP Number:** AFI-BP-15-05-PASEO  
**Project Name:** Paseo Puerta de Tierra Avenida Muñoz Rivera, Fase III y Fase IV  
Municipio de San Juan  
**Date Issued:** 16 de octubre de 2014

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**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

Favor aclarar la sección D/S-502 para las zapatas mkd F-3, la misma no aparece en la hoja de plano.

**RESPONSE:**

LA SECCIÓN D/S-502 ES EL DETALLE DE UN CAMBIO DE ELEVACIÓN QUE OCURRE EN EL "PILE CAP" F-3. PARA EFECTOS DEL ESTIMADO SE PODRÁ UTILIZAR EL DETALLE C/S-502.

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

Favor aclarar la cantidad de pilotes para la zapata F-3. La hoja de plano S-101 muestra una cantidad y la hoja S-502 muestra otra.

**RESPONSE:**

LA CANTIDAD DE PILOTES ES SEGÚN SE ILUSTRA EN EL DETALLE DE LA HOJA S-502.

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.5**

**DESCRIPTION:**

Favor proveer los detalles 1, 2 & 3/S-101, los mismos no aparecen en la hoja.

**RESPONSE:**

LOS DETALLES 1, 2 & 3/S-101 MUESTRAN EL REFUERZO EN LOS ENGROSAMIENTOS Y ESQUINAS DE LAS PAREDES.

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.6**

**DESCRIPTION:**

Favor proveer detalles del "expansión joint" para los footings del muro de retención, según lo indica la hoja S-002.

**RESPONSE:**

EL DETALLE DE JUNTA DE EXPANSIÓN ES SIMILAR AL DE LA PARED, LO QUE SE REQUIERE ES LA SEPARACIÓN ENTRE LOS ELEMENTOS ESTRUCTURALES INDICADA EN PLANTA. EN ESTE CASO SE PROPONE MANTENER ESTA SEPARACIÓN UTILIZANDO UN "PREMOLDED JOINT FILLER".

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.7**

**DESCRIPTION:**

Favor proveer detalle de sección para el muro de retención marcado No. 5. Según muestra la hoja S-102.

**RESPONSE:**

EL DETALLE DEL MURO DE RETENCIÓN NÚM. 5 ES SIMILAR AL NÚM. 1, PARA EFECTOS DEL ESTIMADO SE PODRÁ UTILIZAR EL DETALLE DEL MURO NÚM. 1.

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.8**

**DESCRIPTION:**

Favor proveer nuevamente la hoja S-103, cuando se imprima la misma no se pueden apreciar los detalles marcados, debido a que salen en negro. Favor ver hoja adjunta.

**RESPONSE:**

SE INCLUYE LA HOJA S-103 COMO PARTE DEL ADDENDUM 6.

**DESARROLLOS METROPOLITANOS, LLC**  
**SEPTEMBER 29, 2014**  
**RFI NO.1/QUESTION NO.9**

**DESCRIPTION:**

La hoja S-102 muestra el muro de retención No. 4 con un T.O.W. de 12.65 @ 11.70, sin embargo el detalle I/S-305 lo muestra con un T.O.W. de 12.65 @ 12.05. Favor aclarar.

**RESPONSE:**

EL TOPE DEL MURO NO. 4 VARÍA DE ELEVACIÓN 12.65 A ELEVACIÓN 11.65.

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**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.2**

**DESCRIPTION:**

Una de las pruebas a realizar en los pilotes aparece en "proposal" como el ítem 1.3.4.2 "Compresion Load Pile Test", sin embargo las otras dos pruebas la lateral y la de vibración no aparecen. Favor aclarar

**RESPONSE:**

EL PROGRAMA DE PRUEBAS PARA LOS PILOTES DEBE SER SEGÚN ESTABLECIDO EN LAS NOTAS ESTRUCTURALES DE LA HOJA S-001. TODOS A COSTO DEL CONTRATISTA.

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.3**

**DESCRIPTION:**

En la hoja S.501 indica que la longitud de los pilotes es de 40 pies, sin embargo hay una nota en la cual se indica que la longitud final se determinará una vez se realicen los "test piles" favor indicar como se pagará la longitud de pilotes en exceso a 40 pies.

**RESPONSE:**

EL LARGO DEL PILOTE ADICIONAL A LOS 40' SERÁ PAGADO BAJO UN PRECIO UNITARIO. SE ESTABLECE UN ALLOWANCE DE CIENTO MIL (\$100,000.00) DÓLARES PARA LONGITUD ADICIONAL EN EXCESO DE LOS CUARENTA PIES (40').

**FERROVIAL AGROMAN SA**  
**SEPTEMBER 30, 2014**  
**RFI NO.3/QUESTION NO.4**

**DESCRIPTION:**

En la nota 5 de la hoja P206 indica el proveedor de los equipos referentes al "pond", sin embargo no tenemos información de los mismos, favor proveer.

**RESPONSE:**

SE INCLUYE ESPECIFICACIONES DE EQUIPO E INFORMACIÓN RELACIONADA COMO PARTE DEL ADDENDUM 6. LA MENCIÓN SOBRE MARCA O SUPLIDOR ES PARA REFERENCIA, SE PODRÁ PRESENTAR ALTERNATIVAS DE EQUIPO O MATERIALES SIMILARES PARA LA EVALUACIÓN Y APROBACIÓN DEL DISEÑADOR SIEMPRE QUE

CUMPLA CON LAS ESPECIFICACIONES Y CARACTERISTICAS REQUERIDAS EN LOS DOCUMENTOS DE CONSTRUCCIÓN.

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**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.18**

**DESCRIPTION:**

Los planos de riego provistos están incompletos. ¿Se nos va a proveer unos planos más adelantados o nos correspondé a nosotros finalizar los mismos? Sería ideal revisar los diseños para hacerlos más eficientes. En base al tamaño del main line y los aspersores que están indicando se pueden usar válvulas más grandes y dividirlo en menos secciones.

**RESPONSE:**

LOS PLANOS DEL SISTEMA DE RIEGO SON CON EL PROPÓSITO DE PRESENTAR LA LOCALIZACIÓN DE LOS ASPERJADORES Y LAS CAJAS DE VÁLVULAS. LA COORDINACION DE LA DISTRIBUCIÓN DE LAS LÍNEAS RAMALES Y LOS COSTOS ASOCIADOS SON RESPONSABILIDAD DEL CONTRATISTA.

**FR CONSTRUCTION GROUP, INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.19**

**DESCRIPTION:**

No especifica tipo de control, ubicación y si se va a correr todas las áreas de un mismo control. Un solo control principal con un sensor de temperatura y lluvia que ajuste automáticamente los % de irrigación sería lo recomendado.

**RESPONSE:**

EL SISTEMA DE RIEGO PARA LA FASE III (LA TERRAZA) ES UNO AUTOMÁTICO CON UN SENSOR DE LLUVIA. EL SISTEMA DE RIEGO DE LA FASE IV ES UNO TIPO MANUAL.

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**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

On drawing AE-111 (Phase 3) there is a section identified as 18/AE-501. There is no section 18 on drawing AE-501. Please clarify.

**RESPONSE:**

SE INCLUYE LA INFORMACIÓN; CLARIFICATION DRAWING – HANDRAIL, COMO PARTE DEL ADDENDUM 6.

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

On drawing AE-111 the north lower level finish is specified as ST-01 and the upper level as ST-02. On the sections shown on drawing AE-501 these finishes are inverted (ST-02 for the lower level and ST-01 for the upper level). Which is correct?

**RESPONSE:**

LAS TERMINACIONES DE PISO ES SEGÚN INDICADO EN LA HOJA AE-111.

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.3**

**DESCRIPTION:**

On drawing S-102 there are several retaining walls: No. 2, No. 3, and No. 4. There are no details for reinforcing steel and dimensions for the footing and walls for these retaining walls.

**RESPONSE:**

PARA LOS DETALLES DE LOS MUROS DE RETENCIÓN, FAVOR DE REFERIRSE A LAS HOJAS S-305 Y S-306.

**OMEGA ENGINEERING, LLC**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.4**

**DESCRIPTION:**

On drawing S-103 there is a section identified as S/S-309, but drawing S-309 was not included in the bid documents. Please clarify

**RESPONSE:**

EL DETALLE S/S-309 DEBIÓ DE HABER LEIDO S/S-308.

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**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

En los documentos de subasta enviados en el CD original, las siguientes hojas de planos no se pueden acceder y/o imprimir: MOT-4, AE-113, AE-114, AE-503, MOT-10, LS-302 y LS-303. Favor de indicarnos de qué manera nos pueden hacer llegar las mismas.

**RESPONSE:**

SE INCLUYE LA INFORMACIÓN COMO PARTE DEL ADDENDUM 6.

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**L.P.C. & D., INC.**  
**SEPTEMBER 30, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

¿Qué garantía se debe ofrecer sobre la construcción del techo verde? ¿Es obligatorio acogerse a las garantías ofrecidas por Danosa Caribbean, Inc.?

**RESPONSE:**

LA INFORMACIÓN PROVISTA ES UN PARÁMETRO QUE DEBERÁ SER IGUALADO O MEJORADO EN LA PROPUESTA DEL CONTRATISTA.

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**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.1**

**DESCRIPTION:**

En la hoja de plano TS-3 (fase III), aparece una tabla de rótulos códigos del 12 al 16, sin embargo, en el "proposal form", únicamente consideran los rótulos código 10 y 11. Favor aclarar si los siguientes rótulos forman parte de este contrato.

Traffic Signs Assembly, Code 12	2.00
Traffic Signs Assembly, Code 13	1.00
Traffic Signs Assembly, Code 14	1.00
Traffic Signs Assembly, Code 15	1.00
Traffic Signs Assembly, Code 16	2.00
Total	7.00

**RESPONSE:**

LOS RÓTULOS INCLUIDOS EN LA HOJA TS-3 (TRAFFIC SIGNS -CODE 10 TO CODE 16) SI ESTÁN INCLUIDOS DENTRO DEL CONTRATO. REFÍERASE A LA NOTA NUM. 4 DEL PROPOSAL FORM.

**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.2**

**DESCRIPTION:**

En la hoja de plano MOT-1 (fase III), indica que se instalará un PCSM Message, sin embargo, en el "proposal form" aparece como ítem de pago el "Flashing Arrow". Favor aclarar.

**RESPONSE:**

SE INSTALARÁ UN PCSM, SEGÚN INDICADO EN EL PLANO MOT-1, NO FLASHING ARROW. REFIÉRASE A LA NOTA NÚM. 4 DEL PROPOSAL FORM.

**FERROVIAL AGROMAN SA**  
**OCTOBER 2, 2014**  
**RFI NO.6/QUESTION NO.3**

**DESCRIPTION:**

En la leyenda de la hoja de plano TS-5 indica los "proposed signs". Haciendo una revisión de todos los planos, nos encontramos que los siguientes "signs" NO están considerados en el proposal. Favor aclarar si los mismos forman parte de este Contrato.



Traffic Signs Assembly, Code ,44	8.00
Traffic Signs Assembly, Code ,46	1.00
Traffic Signs Assembly, Code ,47	1.00
Traffic Signs Assembly, Code ,48	1.00
Traffic Signs Assembly, Code ,49	1.00
Traffic Signs Assembly, Code ,50	1.00
Traffic Signs Assembly, Code ,51	1.00
Traffic Signs Assembly, Code ,52	1.00
Traffic Signs Assembly, Code ,54	11.00
Total	26.00

**RESPONSE:**

LOS RÓTULOS INCLUIDOS EN LAS TABLAS DE LAS HOJAS TS-9, TS-10 Y TS-11 SI ESTÁN INCLUIDOS DENTRO DEL CONTRATO. REFIÉRASE A LA NOTA NÚM. 4 DEL PROPOSAL FORM.

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**OSSAM CONSTRUCTION INC.**  
**OCTOBER 2, 2014**  
**RFI NO.1/QUESTION NO.1**

**DESCRIPTION:**

Favor de aclarar si las hojas AE-106, AE-113, AE-114, AE-302 Fase III forman parte del contrato. Están listadas en la página AG-002 pero no las tenemos en los documentos enviados.

**RESPONSE:**

SI, SON PARTE DEL CONTRATO. SE INCLUYEN COMO PARTE DEL ADDENDUM 6.

**OSSAM CONSTRUCTION INC.**  
**OCTOBER 2, 2014**  
**RFI NO.1/QUESTION NO.2**

**DESCRIPTION:**

Favor de aclarar si la hoja AE-304 Fase III forma parte del contrato tenemos esta hoja pero no aparece en la hoja AG-002.

**RESPONSE:**

SI, ES PARTE DEL CONTRATO. SE INCLUYE LA HOJA AG-002 CORREGIDA COMO PARTE DEL ADDENDUM 6.

**FERROVIAL AGROMAN SA**  
**OCTOBER 3, 2014**  
**RFI NO.7/QUESTION NO.1**

**DESCRIPTION:**

En la hoja de plano GR-10 (fase IV), en la tabla "Hydraulic Structure Table", aparecen para construir, (16) Inlets type 4, (7) Inlets type 1 y (2) Manholes type A, para un total de 25 estructuras de drenaje. En los planos de drenaje, hoja DR-5, indica que todos los Inlets a construirse son Type 1. El total de estructuras a construir según el cuadro resumen son sesenta (60) unidades. Favor aclarar estas diferencias en cuanto a las cantidades y definir el tipo de Inlets a construir.

**RESPONSE:**

SE REVISÓ LA TABLA HYDRAULIC STRUCTURE TABLE DE LA HOJA DR-5 Y LA TABLAS (DRAINAGE TABLES) EN LA HOJA DR-5. SE INCLUYE LA HOJA CORREGIDA COMO PARTE DEL ADDENDUM 6.

**DESARROLLOS METROPOLITANOS, LLC**  
**OCTOBER 6, 2014**  
**RFI NO.4/QUESTION NO.1**

**DESCRIPTION:**

Favor aclarar, en la hoja de plano LT-5 aparece una tabla de "QUANTITY SUMMARY" pero las cantidades de luminarias, dobles y sencillas, de cajas para empalmes y bloques de concreto antirrobo no concuerdan con las cantidades en los planos de construcción.

**RESPONSE:**

LA TABLA "QUANTITY SUMMARY" DE LA HOJA LT-5 FUE REVISADA. SE INCLUYE LA HOJA CORREGIDA COMO PARTE DEL ADDENDUM 6.

**FERROVIAL AGROMAN SA**  
**OCTOBER 8, 2014**  
**RFI NO.9/QUESTION NO.1**

**DESCRIPTION:**

A solicitud de las empresas de Landscape, que colaboran con Ferrovial para este proyecto, nos piden que se confirme y que se unifiquen las cantidades de medida para los trabajos de Landscape de la Fase III & IV, a Lump Sum (LS). Para la fase III, la unidad de medida es (SF). Favor tener en cuenta.

**RESPONSE:**

TODO LO RELACIONADO AL PAISAJISMO (LANDSCAPE) SERÁ UNA CANTIDAD DE SUMA ALZADA (*LUMP SUM (LS)*) Y ESTARÁ CONFORMADO EN LA PARTIDA 3.1 DEL "PROPOSAL FORM". LA PARTIDA 1.4.1.5 EN EL "PROPOSAL FORM" QUEDA ELIMINADA.

**FERROVIAL AGROMAN SA**  
**OCTOBER 8, 2014**  
**RFI NO.9/QUESTION NO.2**

**DESCRIPTION:**

En las tablas que aparecen en las hojas de plano LS-302 & LS-303, indica que la grama a colocarse en ambas fases será "Grama Zoysia Manila", sin embargo en el "Proposal Form", indica Seeding (With Mulch). Favor de aclarar.

**RESPONSE:**

LA GRAMA ESPECIFICADA ES LA "ZOYZIA MANILA" SEGÚN APARECE EN LAS HOJAS LS-302 & LS-303. LAS PARTIDAS 1.1.3.6 Y 2.1.3.4 EN EL "PROPOSAL FORM" QUEDAN ELIMINADAS.

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**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 9, 2014**  
**RFI NO.2/QUESTION NO.1**

**DESCRIPTION:**

Solicitamos que describan cuáles son los trabajos requeridos en el "Base Proposal Item 1.1.9.9 of Breakdown".

**RESPONSE:**

LA PARTIDA 1.1.9.9 SE ELIMINA. REFIÉRASE A LA NOTA NÚM. 4 DEL PROPOSAL FORM.

**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 9, 2014**  
**RFI NO.2/QUESTION NO.2**

**DESCRIPTION:**

Favor de aclarar la siguiente discrepancia en la hoja LT-5 y los planos de construcción: Tabla "Quantity Summary", las cantidades de luminaria, dobles y sencillas de cajas para empalmes y bloques de concreto antirobos no concuerdan con las cantidades en los planos de construcción.

**RESPONSE:**

LA TABLA "QUANTITY SUMMARY" DE LA HOJA LT-5 FUE REVISADA. SE INCLUYE LA HOJA CORREGIDA COMO PARTE DEL ADDENDUM 6.

**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 9, 2014**  
**RFI NO.2/QUESTION NO.3**

**DESCRIPTION:**

En la hoja LT-5 se detalla una caja de concreto anti robo. Se entiende que este sistema puede aplicar para bases de postes de alumbrado existente pero para postes nuevos a ser instalados no haría falta la caja de concreto, ya que la nueva base tendría el sistema incorporado. De ser requerida dicha caja, favor de indicar quien es el suplidor con su teléfono.

**RESPONSE:**

SE PROVEE DETALLE DEL SISTEMA ANTI-ROBO EN LA BASE DE POSTES EN EL PLANO REVISADO. INCLUIDO EN LA HOJA REVISADA COMO PARTE DEL ADDENDUM 6.

**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 9, 2014**  
**RFI NO.2/QUESTION NO.4**

**DESCRIPTION:**

"Footing Schedule": solicitamos elevaciones para F-12 y F-13

- F12 - (-4'-0") o (-7'-9")
- F13 - (-4'-0") o (-6'-0")

**RESPONSE:**

LOS DOCUMENTOS DE SUBASTA NO INCLUYEN LAS ZAPATAS F12 Y F13, NI UN "FOOTING SCHEDULE".

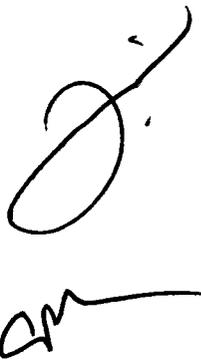
**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 9, 2014**  
**RFI NO.2/QUESTION NO.5**

**DESCRIPTION:**

Solicitamos detalle de "retaining wall No. 5".

**RESPONSE:**

REFERIRSE A LA CONTESTACIÓN DEL RFI NO.1, QUESTION NO.7 - DESARROLLOS METROPOLITANOS LLC



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**OMEGA ENGINEERING, LLC**  
**OCTOBER 9, 2014**  
**RFI NO.3/QUESTION NO.1**

**DESCRIPTION:**

On the drawings CD-1 and CD-1A received yesterday as part of Addendum 3, the works that will be done by PR Highway and Transportation Authority (PRHTA) are identified in diagonal crossed hatched lines. Also, there is a note that refers to the limit where the existing pavement ends and the new pavement begins. Is this existing pavement going to be part of PRHTA work? Are the sidewalks, curbs and gutters along the area where PRHTA will be working (from Sta. 12+88.32 to Sta. 11+40.00) are part of our Scope of Work or will it be done by PRHTA? Please clarify.

**RESPONSE:**

LA CONSTRUCCIÓN DE LAS ACERAS, ENCINTADOS (VER DETALLE 2/GR-5, PÁGINA 132 DE LOS PLANOS) Y CUNETONES EN AMBOS LADOS DE LA AVENIDA, COMO TAMBIÉN EL CARRIL DE BICICLETAS SEGÚN (VER DETALLE 3/GR-5, PÁGINA 132 DE LOS PLANOS) ESTÁN INCLUIDOS COMO PARTE DE LA FASE IV. LA EXTENSIÓN DE LA BARANDA (GUARDRAIL) DETALLE 1/AE-503 ESTA ILUSTRADO EN EL CLARIFICATION DRAWING EMITIDO EN EL ADDENDUM NUM. 3. EL PROYECTO DE CARRETERA SOLAMENTE ATENDERÁ EL MURO DE RETENCIÓN (DRILLED SHAFT), LA ESTABILIZACIÓN DEL DERRUMBE Y EL ASFALTO EN EL ÁREA SEGÚN INDICADO EN LOS PLANOS. EL ASFALTO DENTRO DEL CARRIL DE BICICLETA ESTARÁ INCLUIDO COMO PARTE DE LA FASE IV.

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**FERROVIAL AGROMAN SA**  
**OCTOBER 10, 2014**  
**RFI NO.10/QUESTION NO.1**

**DESCRIPTION:**

En la nota # 4, de la hoja de plano AE-505, hace referencia a la especificación técnica sección 014000, esta especificación no se ha incluido en los documentos entregados hasta el momento. Favor proveer la misma.

**RESPONSE:**

SE INCLUYE LA SECCIÓN 014000 COMO PARTE DEL ADDENDUM 6.

**FERROVIAL AGROMAN SA**  
**OCTOBER 10, 2014**  
**RFI NO.10/QUESTION NO.2**

**DESCRIPTION:**

En el "Proposal Form" de la fase IV, Ítem 2.3.1 Concrete y Ítem 2.3.2 Rebar, no concuerdan las estructuras, en el ítem de Concrete aparecen: Parapet y Pórtico; en el ítem de Rebar aparecen: Pórtico y Pérgola. Favor aclarar.

**RESPONSE:**

EN EL "PROPOSAL FORM" DEBE DE LEER EN LA SECCIÓN 2.3.2.6 "PARAPET" EN LUGAR DE PERGOLA.

**FERROVIAL AGROMAN SA**  
**OCTOBER 10, 2014**  
**RFI NO.10/QUESTION NO.3**

**DESCRIPTION:**

En el "Proposal Form" de la fase IV, Ítem 2.4.1 Furniture, incluye en el ítem 2.4.1.8 Zafacones. Los planos no indican la colocación de estos. Favor aclarar.

**RESPONSE:**

SE CONSIDERARÁ LA CANTIDAD DE 25 ZAFACONES, LA UBICACIÓN DE LOS MISMOS SE COORDINARÁ EN SITIO.

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**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 10, 2014**  
**RFI NO.3/QUESTION NO.1**

**DESCRIPTION:**

Solicitamos detalle de "corten steel cladding" que marca la hoja AE101 en el muro paralelo al eje D, entre los ejes 10 al 12.

**RESPONSE:**

SE INCLUYE EL DETALLE, CLARIFICATION DRAWING – CORTEN CLADDING, COMO PARTE DEL ADDENDUM 6.

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**FR CONSTRUCTION GROUP, INC**  
**OCTOBER 10, 2014**  
**RFI NO.3/QUESTION NO.2**

**DESCRIPTION:**

En la hoja AE-105 indica que el tratamiento de techo será pintura elastomérica y las especificaciones indica "green roof". Favor de aclarar que tratamiento debemos considerar.

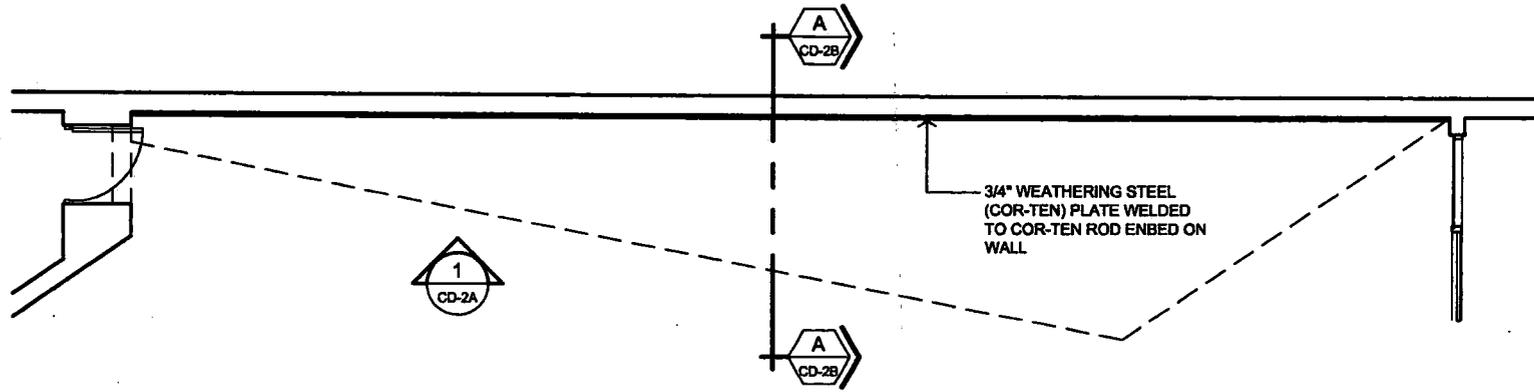
**RESPONSE:**

PARA EL ÁREA QUE QUEDARÁ BAJO EL TECHO VERDE, SE IMPERMEABILIZARÁ SEGÚN EL DETALLE PROVISTO EN LA HOJA LS-301 DE LOS PLANOS DE PAISAJISMO. EN LA PERGOLA SE UTILIZARÁ LA PINTURA ELASTOMÉRICA Y PARA EL ÁREA QUE QUEDARÁ BAJO LAS LOSETAS VOLCÁNICAS SE UTILIZARÁ UN "WATERPROOFING AND CRACK PREVENTION MEMBRANE", IGUAL O SIMILAR AL ROLL-ON DE REDGARD.

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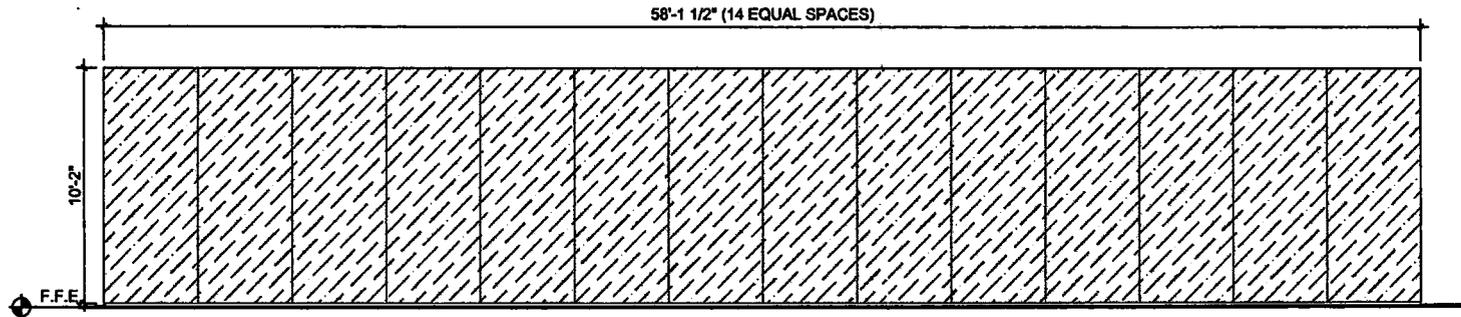
**FINAL DE LAS CONTESTACIONES A PREGUNTAS.**

CLARIFICATION DRAWING



**COR-TEN STEEL CLADDING - ENLARGED FLOOR PLAN**

SCALE: 3/16"=1'-0"



**ELEVATION**

SCALE: 3/16"=1'-0"



**NOTES:**

1. ALL COR-TEN STEEL SHALL BE TYPE "A" SEE SPECS MANUAL
2. COR-TEN STEEL WELDING MATERIAL SHALL CONTAIN 2.5% NICKEL.
3. ALL DIMENSIONS SHALL BE FIELD COORDINATED BY THE CONTRACTOR, AND ANY INCONSISTENCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL SUBMIT A GUARDRAIL MOCKUP IN SITE FOR ARCHITECT'S APPROVAL BEFORE FINAL INSTALLATION.

**PASEO PUERTA DE TIERRA**

ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS  
SEBUNDO CARDONA, P.A.



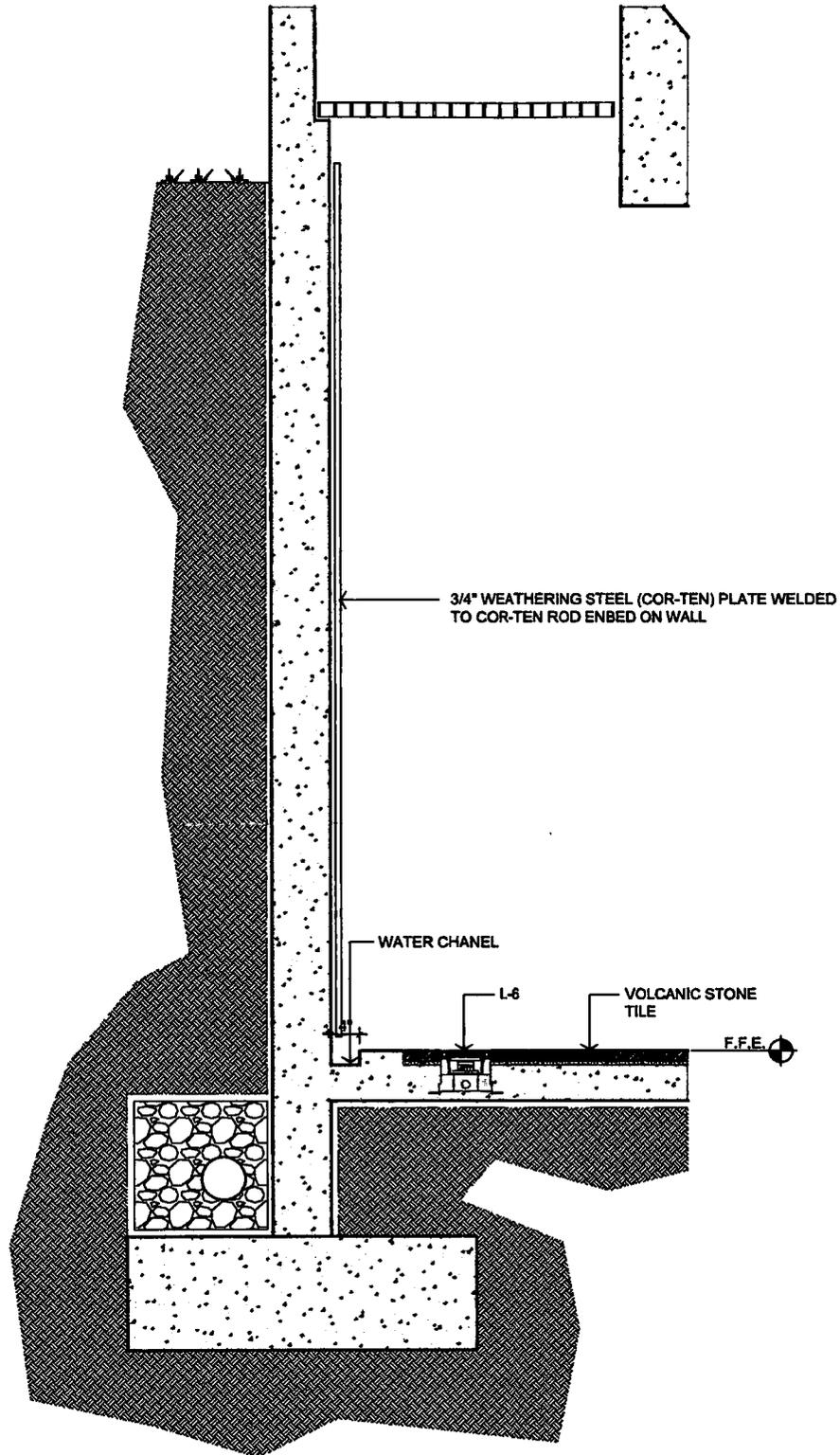
**ADDENDUM 6 - PHASE III COR-TEN CLADDING**

DATE : 15-10-2014  
DWG. NO. : CD-2A

Metro Office Park  
Box 13, 2nd Street

# CLARIFICATION DRAWING

*Handwritten signature*



3/4" WEATHERING STEEL (COR-TEN) PLATE WELDED TO COR-TEN ROD ENBED ON WALL

WATER CHANEL

L-6

VOLCANIC STONE TILE

F.F.E.



ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS  
SEGUNDO CARDONA FAIA

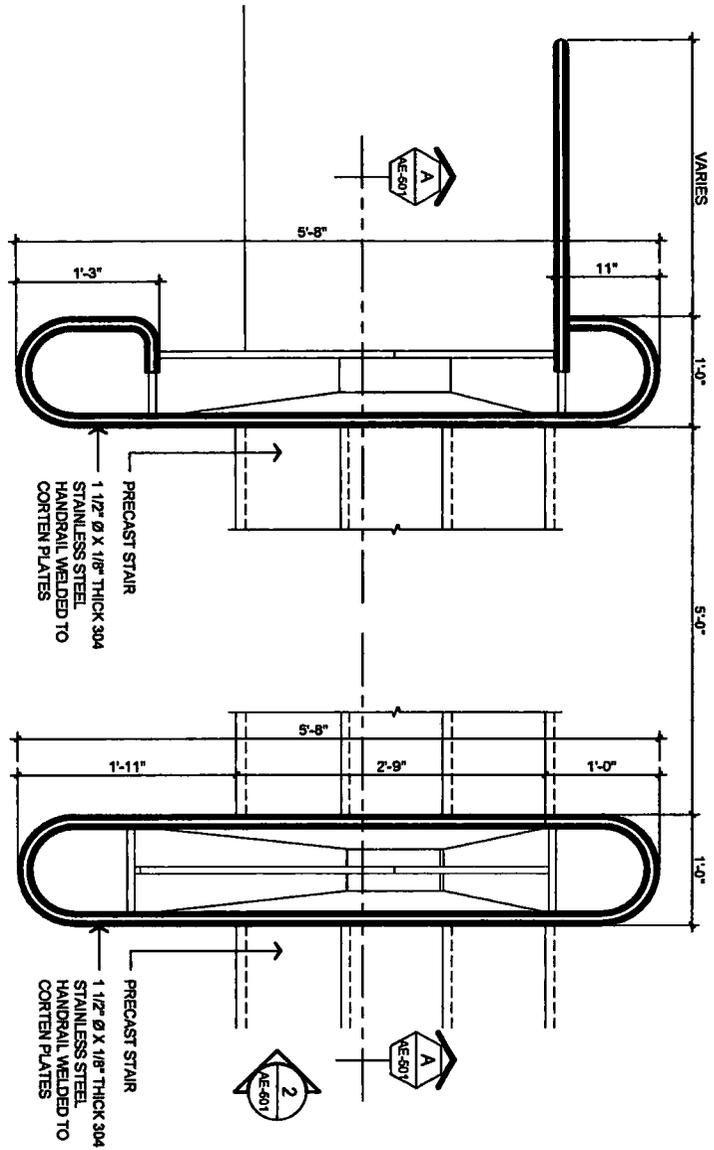
Metro Office Park  
No. 15, 2nd Street  
Caguas, P.R. 00989-4712

## PASEO PUERTA DE TIERRA

### ADDENDUM 6 - PHASE III\_CORTEN CLADDING

DATE : 15-10-2014  
DWG. NO. : CD-2B

CLARIFICATION DRAWING



STAIR HANDRAIL  
SCALE: 1/8"=1'-0"  
PLAN

*Handwritten signature/initials*

PASEO PUERTA DE TIERRA

ADDENDUM # 6 - PHASE III - HANDRAIL

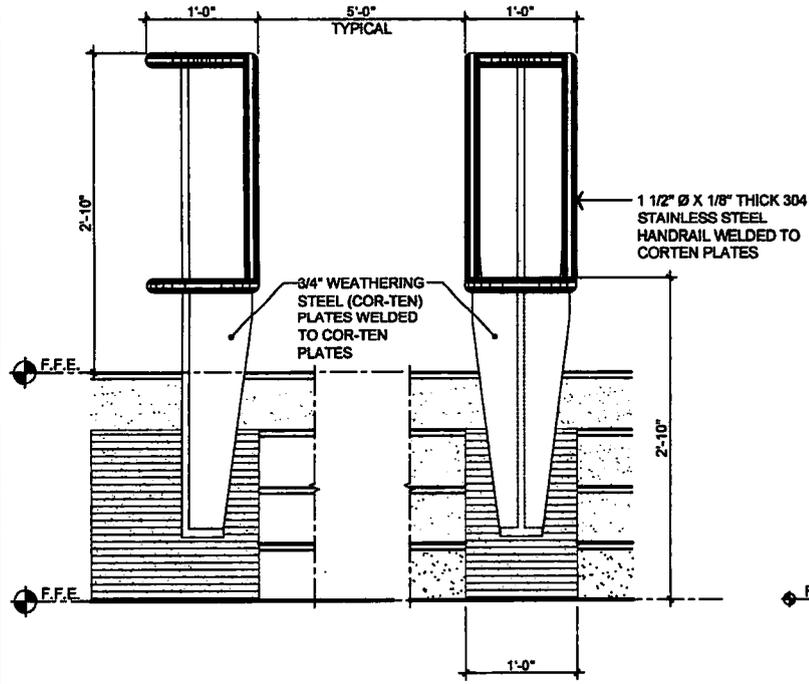
ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS  
STUDIO X CAROLINA FAY



Metro Office Park  
No. 15, East Street  
Caryville, P.A. 32808-4712

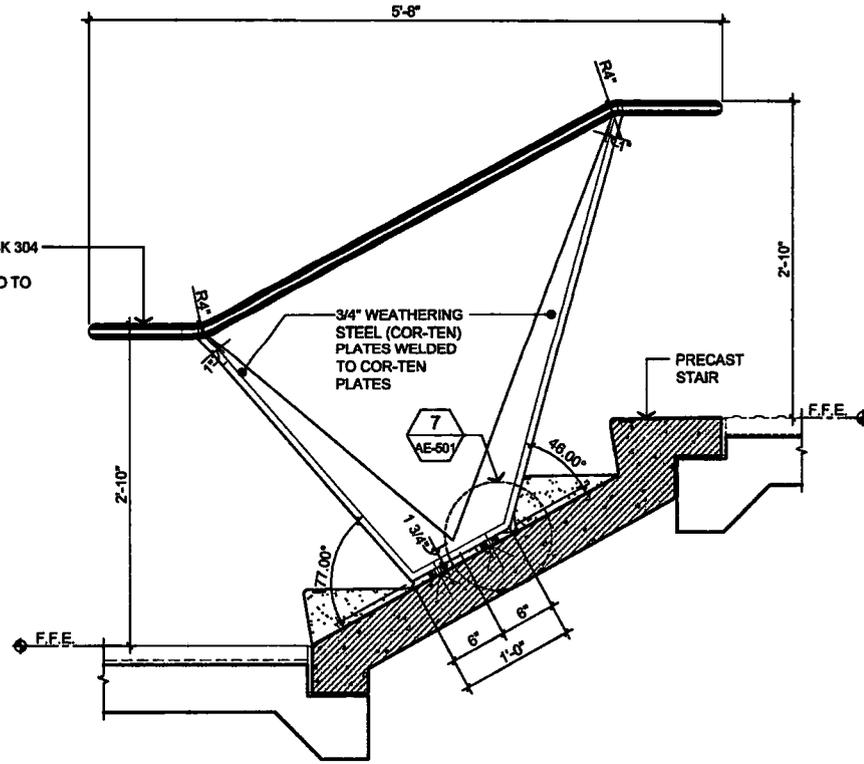
DATE : 07-10-2014  
DWG. NO. : CD-3A

CLARIFICATION DRAWING



FRONT ELEVATION

1  
AE-601



SIDE ELEVATION

2  
AE-601

PASEO PUERTA DE TIERRA

ADDENDUM # 6 - PHASE III - HANDRAIL

DATE : 07-10-2014  
DWG. NO. : CD-3B

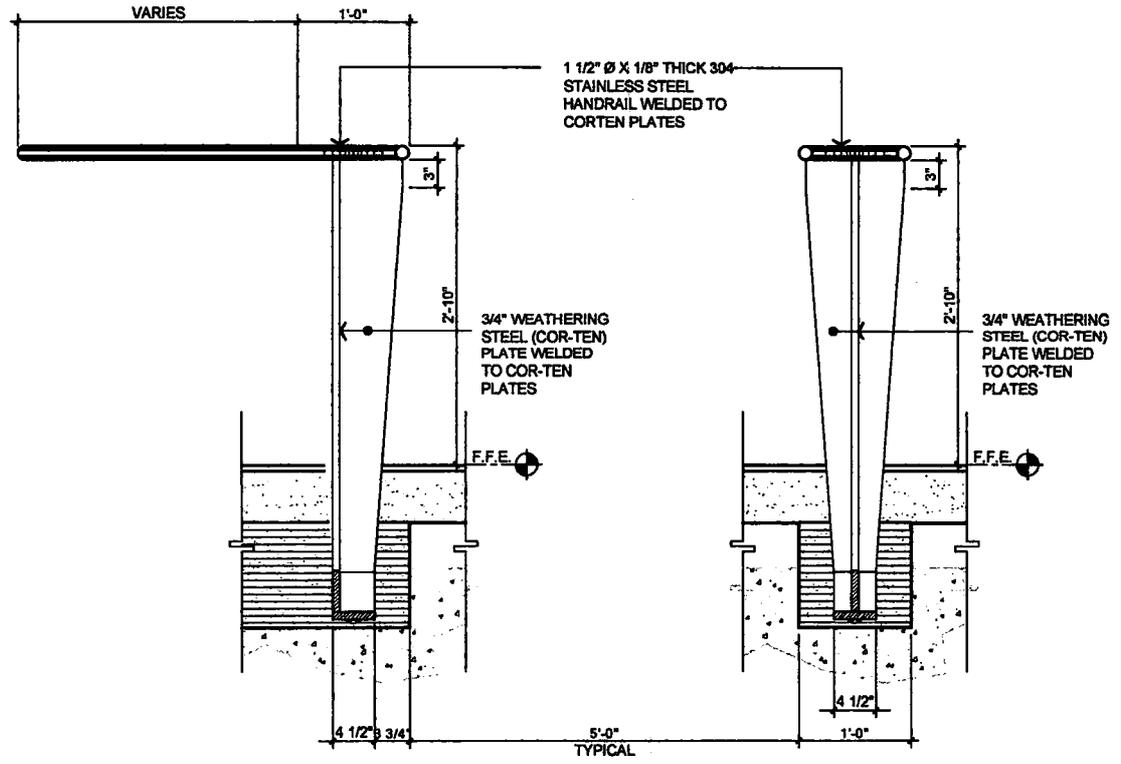
ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS  
SQUX CARCINA S.A.

www.squx.com  
No. 11, 2nd Street  
Compania, Jalisco 47113



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CLARIFICATION DRAWING



SECTION  AE-601

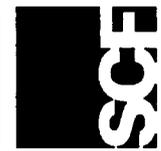
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PASEO PUERTA DE TIERRA

ARCHITECTS  
SPACE PLANNERS  
INTERIOR ARCHITECTS

STUDIO CINCINNI, INC.

10000 Winton Park  
Overland Park, Kansas 66204-1718



DATE : 07-10-2014  
DWG. NO. : CD-3C

ADDENDUM # 6 - PHASE III - HANDRAIL



## Aclaraciones y Revisiones Generales a los Documentos de Subasta

**Subasta:** AFI-BP-15-05-PASEO  
**Project Name:** Paseo Puerta de Tierra Avenida Muñoz Rivera, Fase III y Fase IV  
Municipio de San Juan  
**Date Issued:** 16 de octubre de 2014

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- Handwritten signature: J. M.*
1. **Phase IV.A** - Trabajos en el área del derrumbe, desde la STA. 11+40.00 (LMR) to STA. 12+88.32 (LMR)], lugar donde ubica el proyecto: *PRHTA Project AC-002533 Highway PR-25R.*
    - a. Se elimina el *allowance*. Estos trabajos deberán ser cotizados como parte de la Propuesta Base (Base Proposal).
    - b. El Contratista contratado por la AFI tendrá que realizar las coordinaciones que sean necesarias con el Contratista contratado por la Autoridad de Carreteras (ACT) que estará ejecutando los trabajos de reparación en el área del derrumbe (frente al Hamburger), con el propósito de no afectar adversamente el progreso de la obra. El Contratista contratado por la AFI tendrá que asumir que puede comenzar las actividades en dicha área no más tarde del día cuatrocientos diez (410) luego del *Notice to Proceed* (NTP); esto sin derecho a reclamar tiempo adicional.
  2. **Fase III-A**
    - a. Los trabajos adicionales que serán realizados como parte de la Fase III-A, incluidos en este *Addendum 6*, serán estimados por el licitador en incluidos en la Propuesta Base (Base Proposal).
    - b. El trabajo de paisajismo incluirá el corte, poda y trasplante de individuos conforme al Endoso, Permiso e información incluida en este *Addendum 6*. La segunda fase referida en dichos documentos se refiere a la Fase III-A del *RFP*.
  3. **Pagos de Aportaciones de las Agencias** - Los pagos de aportaciones a las agencias serán realizados por el Contratista.
  4. **Cualquier nota o referencia en los planos** que indique sobre la ejecución de trabajos o actividades de construcción a ser realizados por "otros" (*by others*) se refiere al Contratista. Será responsabilidad del Contratista la realización o ejecución de los mismos.

## SIXTO ESCOBAR STADIUM

AREA TO BE REMODELED AND REPAIRED WITH NEW FINISHES (EITHER SAME TILE AS EXISTING AND REPLACING ALL "ADOQUINES" WITH SAME EXIST. PRE-CAST TILE) (BLUE LINE)

AREA TO BE REMODELED AND REPAIRED WITH NEW FINISHES (EITHER SAME TILE AS EXISTING AND REPLACING ALL "ADOQUINES" WITH SAME EXIST. PRE-CAST TILE) (BLUE LINE)

ROTONDA AREA TO BE REMODELED AND REPAIRED WITH NEW FINISHES (SAME TILE AS EXISTING SIDEWALK ALONG SIXTO ESCOBAR AND PARQUE DEL TERCER MILENIO GROUNDS) (BLUE LINE)

NEW PLANTING AREAS

6

EXISTING PLANTING  
EXISTING SIDEWALK

Trabajos que se realizarán como parte de la Fase IIIA:

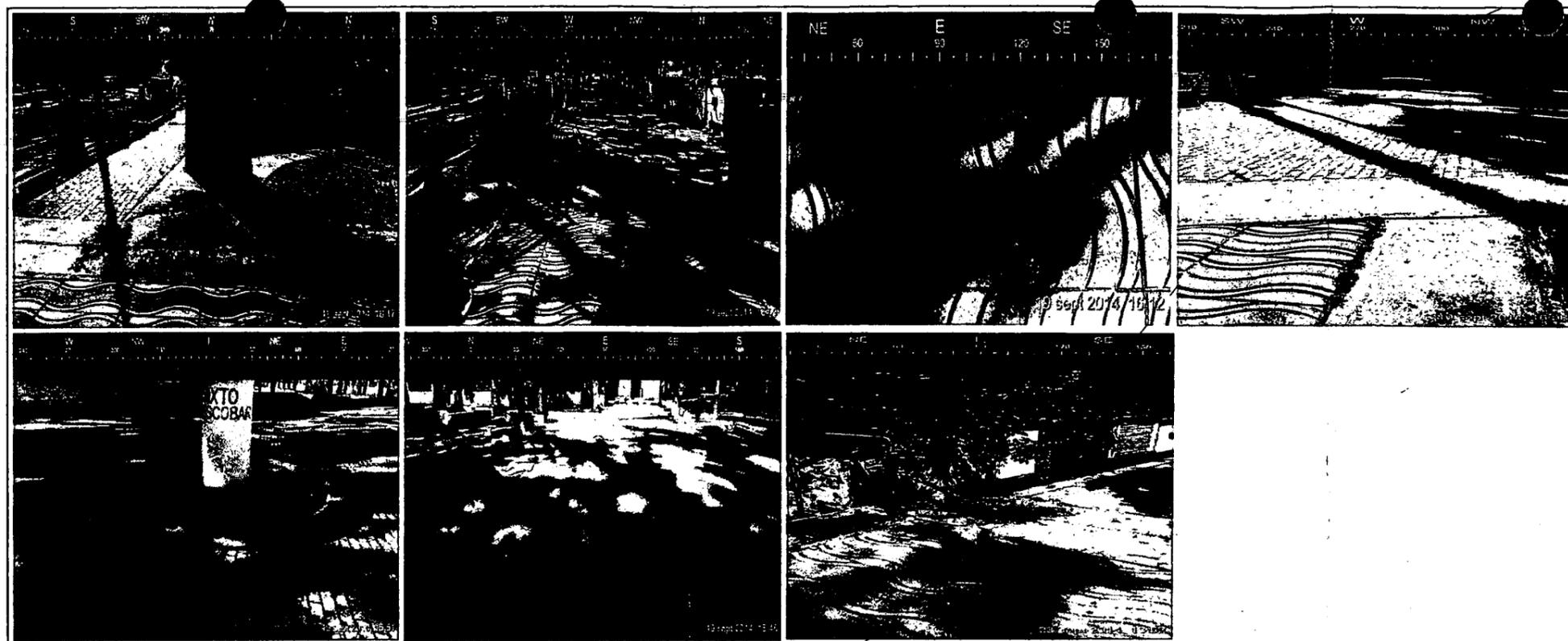
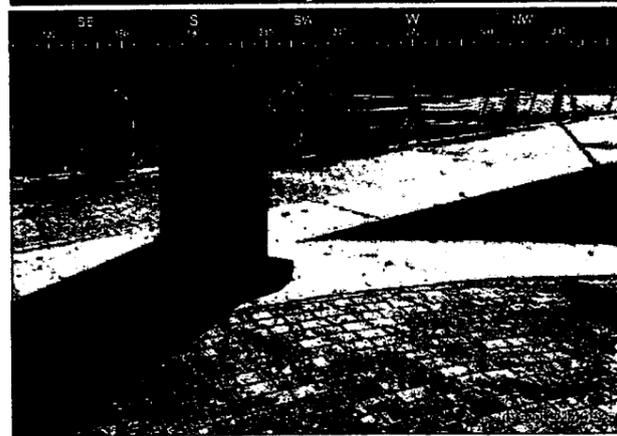
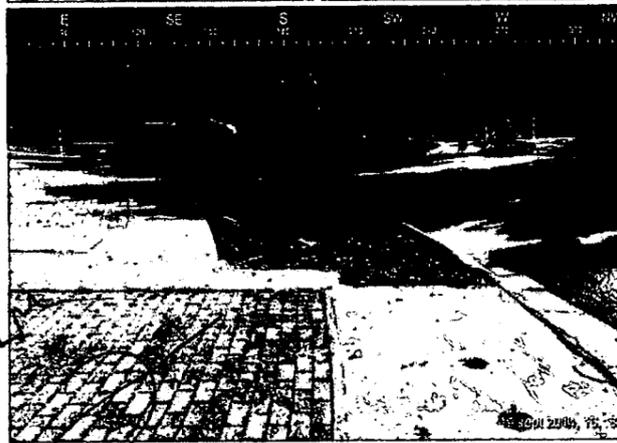
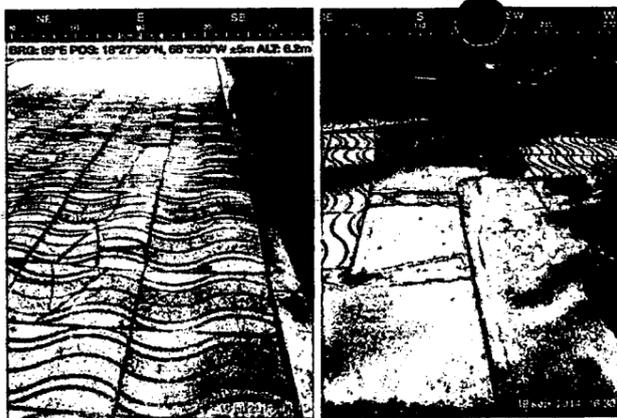
1. Pintura de Puente Peatonal, rampa y escaleras (desde el Parque Luis Muñoz Rivera hasta Parque del Tercer Milenio).
2. Suplir e instalar los "step lights" localizados en los muros a lo largo de la acera del Parque del Tercer Milenio. El contratista es responsable de cuantificar los equipos y materiales necesarios para que las luminarias estén en funcionamiento (incluyendo alumbrado, etc).
3. Remoción y reubicación de 4 postes existentes tipo Cobra frente a Isleta d Paseo Caribe. El contratista es responsable de instalar el equipo y realizar los trabajos necesarios para dejar el poste y luminaria en funcionamiento.
4. Instalación de 5 Postes Nuevos Ornamentales en Isleta de Paseo Caribe. El contratista es responsable de instalar el equipo y realizar los trabajos necesarios para dejar el poste y luminaria en funcionamiento.
5. Reparación de losas de Escofet existentes a lo largo de la acera del Parque del Tercer Milenio; esto incluye:
  - a. Reemplazar losas rotas
  - b. Nivelar losas que tengan desnivel mayor de 1/4"
  - c. Reparación de áreas en concreto que se encuentran en mal estado ya sea por raíces de árboles u otras razones.
6. Remoción y disposición de losa existente y suplir e instalar losa con un nuevo patrón e piso (combinación de concreto, losa volcánica y losas de Escofét) en entrada del Parque Sixto Escobar. En el dibujo se define la rotonda conforme al nuevo patrón de piso establecido. Verificar en sitio.
7. Corte, Poda y Trasplante de Individuos conforme a Endoso, Permiso y Planos de Reforestación (cumplimiento Cáp. 47 y 48 Regl. Conjunto) de ka Fase II - Conexión Condado - Ave. Muñoz Rivera (Fase II, se refiere a Fase III.A del RFP).

Nota Importante:

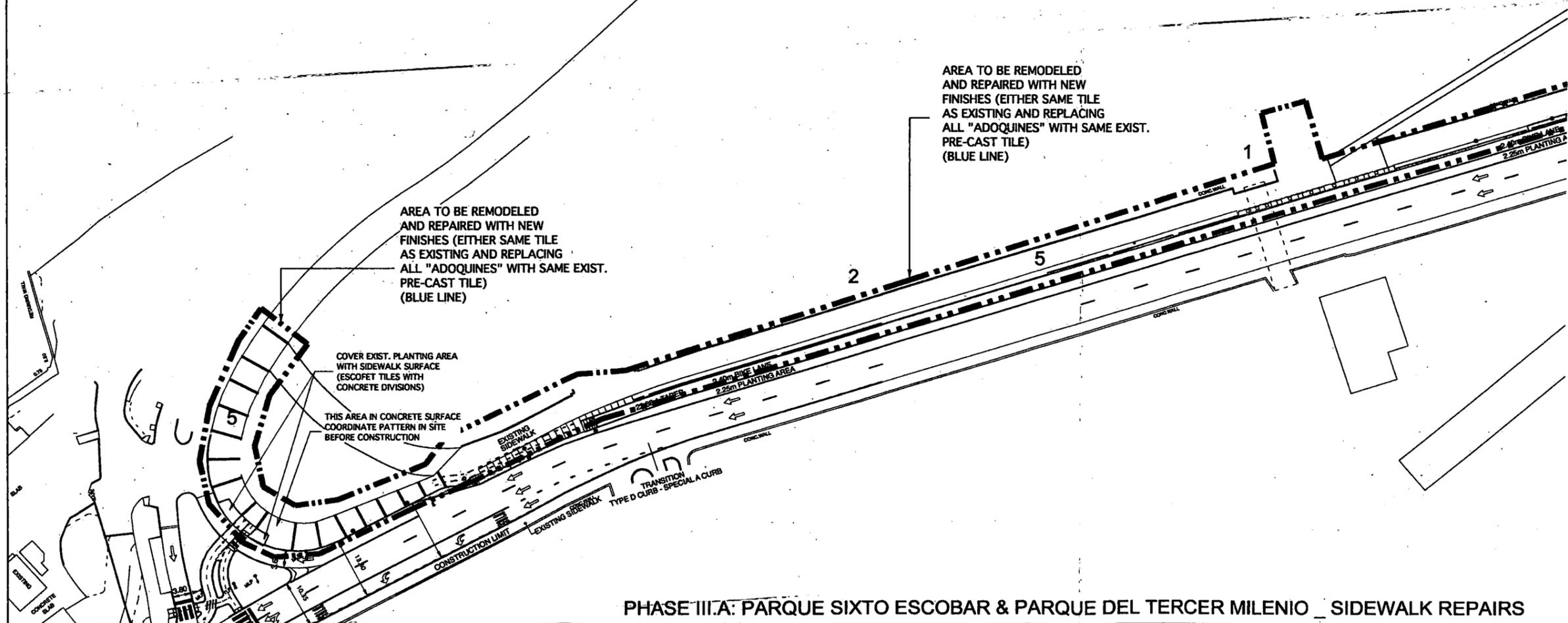
Estos trabajos deben ser completados en o antes de 120 días a partir del NTP.

PHASE III.A: PARQUE SIXTO ESCOBAR & PARQUE DEL TERCER MILENIO \_ SIDEWALK REPAIRS

N.T.S.



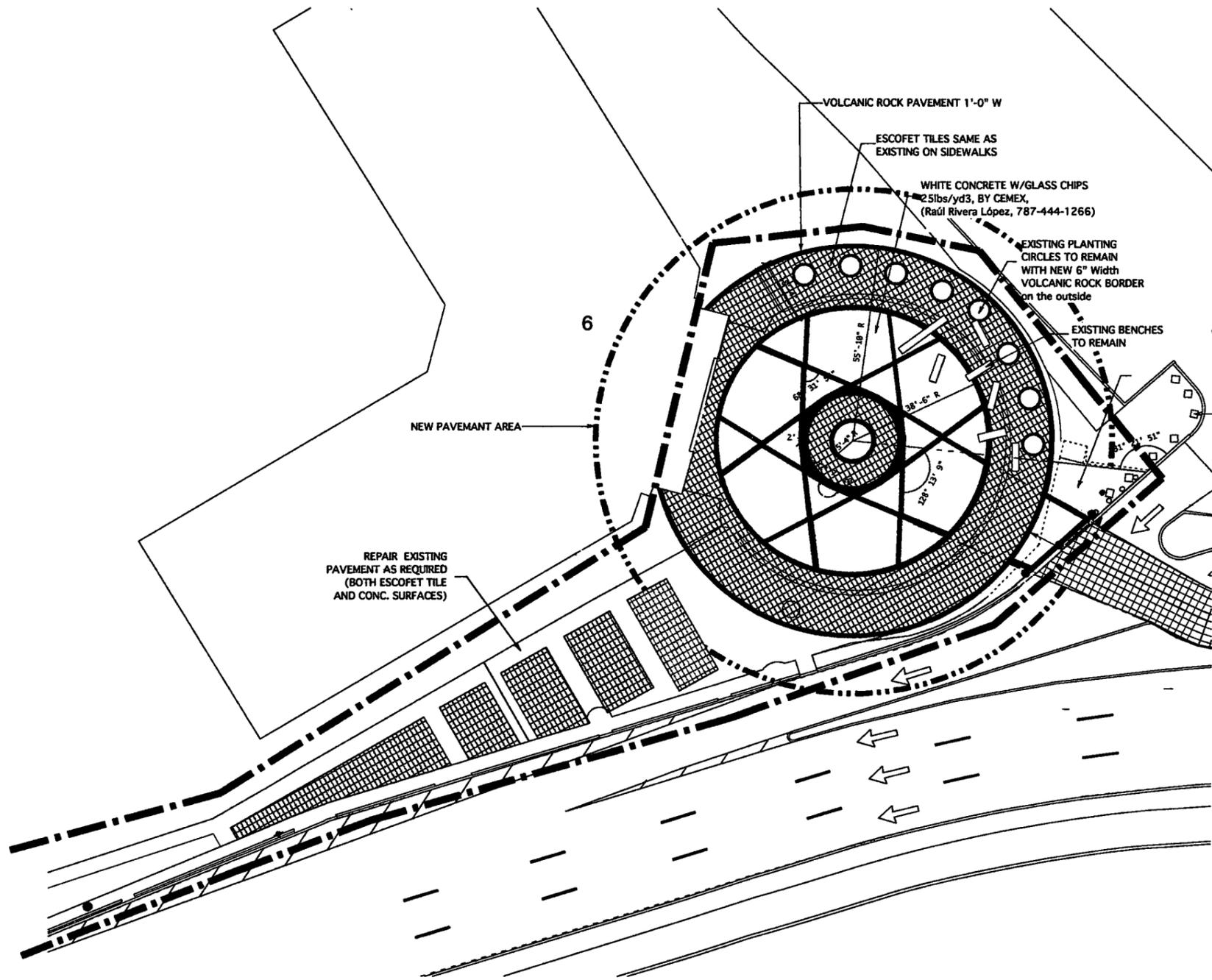
# PARQUE DEL TERCER MILENIO



PHASE III.A: PARQUE SIXTO ESCOBAR & PARQUE DEL TERCER MILENIO - SIDEWALK REPAIRS

N.T.S.

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ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico.

**ADDENDUM 7**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

**A: Todos los Proponentes**

**Fecha: 17 de octubre de 2014**

La Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (AFI), ha emitido el *Addendum 7* como parte del proyecto (AFI-BP-15-05-PASEO) Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV, Municipio de San Juan. Esto con el propósito de aclarar información previamente entregada en los pliegos de subasta emitidos el 22 de septiembre de 2014.

Se notifica que la acera norte de la Avenida Muñoz Rivera desde la entrada del Balneario El Escambrón hasta la plaza frente al Capitolio, llevará terminación en agregado de cristal, según se describe en la tabla - *Finish Schedule* en la hoja de plano AE-108 (*Phase IV*) *Partial Floor Pattern Plan* página 244 de 316.

El licitador acusará recibo de este *Addendum 7* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*. La fecha de entrega de propuestas se mantiene para el miércoles, 22 de octubre de 2014 en o antes de las 10:00 a.m.

Todo lo demás dispuesto en las Instrucciones al Proponente incluyendo el *Addendum 1, 2, 3, 4, 5, 6* y este *Addendum 7* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio. Este *Addendum 7* no tiene que ser recogido en nuestras oficinas.

Cordialmente,

Sra. María Luisa Santiago Rivera  
Presidenta  
Junta de Subastas

Aida M. Cquendo Graulau, AIT  
Coordinadora de Proyecto



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**  
Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

**ADDENDUM 8**

**AFI-BP-15-05-PASEO**  
**Paseo Puerta de Tierra**  
**Avenida Muñoz Rivera Fase III y IV**  
**Municipio de San Juan**

**A: Todos los Proponentes**

**Fecha: 21 de octubre de 2014**

La Autoridad para el Financiamiento de la Infraestructura (AFI) ha emitido el *Addendum 8* como parte del proyecto AFI-BP-15-05-PASEO para Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV Municipio de San Juan. Esto con el propósito de posponer la fecha de entrega de propuestas para el lunes, 27 de octubre de 2014 en o antes de las 2:00 p.m.

El licitador acusará recibo de este *Addendum 8* en el *Exhibit B* y con ello confirma haber recibido e incorporado estas aclaraciones a su propuesta mediante la Sección de Adenda provista en este *Exhibit B*.

Este *Addendum 8* se envía mediante correo electrónico y no tendrá que ser recogido en nuestras oficinas. Todo lo demás dispuesto en las Instrucciones al Proponente, incluyendo el *Addendum 1, 2, 3, 4, 5, 6, 7* y este *Addendum 8* que no haya sido específicamente modificado se mantendrá en vigor y será obligatorio.

Cordialmente,

Sra. Ana María L. Bustillo Fernández  
Primera Vice-Presidenta  
Junta de Subastas

Aida M. Oquendo Graulau, AIT  
Coordinadora de Proyecto

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757

**AFI**

AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA  
Estado Libre Asociado de Puerto Rico



Núm. Solicitud: SC-2015-IN-068  
Núm. Contrato: 2015-000209  
Nombre Entidad a Contratar: OMEGA ENGINEERING, LLC.

2014 NOV 10 PM 4:11

Nuevo  
 Enmienda  
 Orden de Cambio

**I. APROBACIONES Y/O VISTO BUENO**

Aprobación de la Directora Ejecutiva a la Solicitud:

[Firma]  
Lcda. Grace M. Santana Balado

11/10/14  
Fecha

Certificación de Fondos

[Firma]  
CPA Juan Torré Martínez

10/nov/14  
Fecha

Director Área Solicitante

RECIBIDO  
OFICIO LEGAL

[Firma]  
Firma

10/nov/14  
Fecha

Cumplimiento

2014 NOV 10 PM 4:35

[Firma]  
Firma

10/nov/14  
Fecha

Solicitado Por:

[Firma]  
Firma

10/nov/14  
Fecha

Preparador Por:

[Firma]  
Firma

10/xi/14  
Fecha

**II. ÁREA SOLICITANTE**

Directoría  Ingeniería  Subastas  Legal  Finanzas y Administración

Director de Área: Ing. Salim Laham Bauzó Nombre Gerente de Proyecto: Ing. Samir El Hage Arocho

**III. INFORMACIÓN DEL CONTRATO / ENMIENDA**

Construcción: Construcción General Núm. Licitador RUL: 2115

Servicios Profesionales: N/A

Servicios Generales: N/A

Otro: N/A

Proyecto: Paseo Puerta de Tierra - Avenida Muñoz Rivera Fases III y IV, Municipio de San Juan

Programa: Paseo Puerta de Tierra Otro: N/A

**Escoger Tipo de Proceso:**

1. Proceso de Subasta  Si  No Subasta Núm.: AFI-BP-15-05-PASEO  
Tiempo del Contrato en Días: Terminación Sustancial 510 Días calendario después del NTP  
Terminación Final 60 Días calendario  
NOTA IMPORTANTE: Ver otros términos descritos en la Sección 5 de las ITP. Cierre Administrativo 180 Días calendario  
Total del Contrato 750 Días calendario

2. Propuesta  Si  No

Requiere Autorización de la Junta de Directores:  Si  No Número Resolución: N/A

Procedencia de Fondos para esta Solicitud: Resolución Número de Acuerdo 96-2013 / 97-2013

Explique: La Asamblea Legislativa mediante la Resolución Conjunta 96 asignó a la AFI \$13,101,600.00 para el desarrollo del Proyecto Paseo

Lineal ahora conocido como Paseo Puerta de Tierra, y mediante la Resolución Conjunta 97 asignó \$15,000,000.00 para el mismo propósito.

Monto del Contrato: \$ 11,273,841.60(\*) Vigencia del Contrato: 750 Días

Partida Presupuestaria: 250-9160-4 Asignaciones Legislativas (\*)\$11,235,000.00 precio base, incluye "allowances"  
de \$420,000.00 y \$38,841.600 Alterna 1- Mantenimiento por seis (6) meses.

**Servicios Profesionales**

Tarifa por hora: \$ NA Cantidad de Horas Mensuales: NA

NOTA IMPORTANTE: El número de cuenta 250-0830-Emisión de Bonos 2005, se utilizará solamente para el Proyecto Sala Sintónica y el número de cuenta 250-0830-Emisión de Bonos 2005, se utilizará solamente para el Proyecto Complejo Recreativo Tres Palmas.

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**Solicitud de Contrato  
(Continuación)**

Núm. Solicitud: SC-2015-IN-068  
 Núm. Contrato: \_\_\_\_\_  
 Nombre Entidad a Contratar: OMEGA ENGINEERING, LLC.

Nuevo  
 Enmienda  
 Orden de Cambio

**IV. INFORMACIÓN CONSULTOR O CONTRATISTA**

Nombre de Entidad a Contratar: Omega Engineering, LLC.  
 Tipo de Compañía: Corporación de Responsabilidad Limitada  
 Representante Autorizado a Firmar: Víctor R. López Nuñez  Resolución Corporativa  
 Puesto: Vice-Presidente de Operaciones Estado Civil: Casado  
 Ocupación: Contratista Vigencia Licencia Profesional: N/A  
 Reside en: San Juan  
 Número de Identificación Patronal o Seguro Social de Individuo: 660-45-5637  
 Teléfono: 787-796-6100 Celular: 787-923-1671  
 Correo Electrónico: vlopez@omega-corp.net  
 Dirección Postal: PO Box 363823 San Juan, PR 00936-3823  
 Dirección Física: 954 Avenida Ponce de León, Miramar Plaza 4to. piso, San Juan PR 00907  
 Mencione las Agencias del ELA con las que actualmente tiene contratos (si alguna): Departamento de la Familia

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Explicación o Justificación de la Necesidad de los Servicios a Contratarse: El Estado Libre Asociado de Puerto Rico (ELA), desarrolla el Proyecto Paseo Puerta de Tierra que propone la rehabilitación urbana y comercial con el propósito de promover el desarrollo económico, social y cultural del sector Puerta de Tierra en el Municipio de San Juan. Se creará una ruta de espacios abiertos donde la integración con nuestros recursos naturales y monumentos históricos fomenten la actividad turística, artística, el entretenimiento y convivencia familiar. Además, se proyecta implementar un sistema multimodal de transportación, que incluye una vía principal para transportación pública utilizando la Calle del Tren, aceras y carriles exclusivos para bicicletas en las avenidas Muñoz Rivera y Ponce de León respectivamente.

Ámbito de Servicios (breve descripción): Los trabajos para ambas fases incluyen, pero no se limitan a construcción de plazas, aceras y carril para bicicletas; mejoras geométricas, escarificación de asfalto, repavimentación de carreteras, señalización, marcado de pavimento, instalación de luminarias, nuevos sistemas de semaforización en intersecciones seleccionadas y trabajos de paisajismo, entre otros. Construcción estructura en hormigón de dos (2) niveles con terrazas y balcones, y contará con un área de concesionarios de aproximadamente 6,000 p2. Los trabajos de paisajismo se resumen en siembra de árboles, arbustos, grama y material para recubrir el terreno incluyendo la protección y poda y en algunos casos, trasplante de árboles. La Alternativa 1 consiste del mantenimiento del Paisajismo por un período de seis (6) meses o ciento ochenta (180) días calendario a partir de la Terminación Sustancial del Proyecto (refiérase al Exhibit A - Scope of Work adjunto).

**V. SEGUROS**

El proyecto, estará incluido en el programa OCIP  Sí  No

<input type="checkbox"/> Auto Liability	Límite <u>\$1,000,000</u>	<input checked="" type="checkbox"/> Combined <u>5. Limit</u>	Límite _____
<input type="checkbox"/> General Liability	_____	<input type="checkbox"/> Umbrella	_____
<input type="checkbox"/> Employers Liability	_____	<input type="checkbox"/> Builders Risk	_____
<input type="checkbox"/> Professional Liability	_____	<input type="checkbox"/> Pollution	_____
		<input type="checkbox"/> Valuable Paper Condition	<input type="checkbox"/> Breach of Warranties

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Comentarios: \_\_\_\_\_

Per: Gladys Torres Rodríguez 10/Nov. 114  
 Gladys Torres Rodríguez Fecha

\* Todos los seguros requieren una nota de cancelación a 60 días y un "Standard Hold Harmless Agreement".



Autoridad Para el Financiamiento de la Infraestructura de Puerto Rico  
 Unposted Encumbrance Transactions  
 BP  
 OMEENG - OMEGA Engineering  
 ENC  
 2015-000209 - Construccion Paseo Puerta de Tierra- Fases III y IV

Effective Date	GL-Cu... Code	GL-Cuenta Title	Fondo Code	Entidad Title	Activid... Code	Proyecto Code	Proyecto Title	Sub-Proyecto Code	Sub-Proyecto Short Title	Fuente de Fondo Code	Ano-... Code	Increase	Decrease	1 Fecha Terminacion - Transaction Documents
11/10/2014	51010	Construccion	200	Departame... de Transporta... y Obras Publicas (DTOP)	09	03-14-001	Paseo Puerta de Tierra	03-14-001-14-0003	Fase III-Terraz	29	2014	11,273,841.60		12/10/2016
Total 2015-000209 - Construccion Paseo Puerta de Tierra- Fases III y IV												11,273,841.60	0.00	
Report Total												11,273,841.60	0.00	

67 11/10/14



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

**CERTIFICACIÓN**

Yo, Juan B. Torr  Martinez, en calidad de Principal Oficial Financiero, de la Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (AFI), certifico lo siguiente respecto al contrato que AFI interesa otorgar a la firma **Omega Engineering, LLC**.

Que a la firma de esta certificaci n, la AFI tiene disponible la totalidad de los fondos para el pago y tiene capacidad financiera para cubrir el efecto del contrato o enmienda bajo consideraci n n mero **2015-000209**, a saber, la cantidad de **Once Millones Doscientos Setenta y Tres Mil Ochocientos Cuarenta y Un D lares (\$11,273,841.60)**.

La suma antes descrita ser  pagada de la cuenta presupuestaria:

Cuenta GL	Fondo	Entidad	Actividad	Proyecto	Sub-Proyecto	Fuente de Fondo	A�o Presupuestario	Cuant�a
51010	200	49	09	03-14-001	03-14-001-14-0003	29	2015	\$ 11,273,841.60

EN TESTIMONIO DE LO CUAL, certifico hoy 10 de noviembre de 2014, en San Juan, Puerto Rico.

07 11/10

*J-B. Torr  Martinez*  
Juan B. Torr  Martinez, CPA  
Principal Oficial Financiero



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

**EXHIBIT A**  
**SCOPE OF WORK**

This Scope of Work (SOW) describes the general work to be performed, refer to Contract Documents; Drawings; Technical Specifications, Adenda, etc. for a more detailed description of the Work.

- 1. Phase III:** consists in the transformation of the area known as *Las Uvitas* or *Paseo de los Enamorados* into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the *Paseo Puerta de Tierra*. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be performed in accordance to contract documents.
- 2. Phase IV:** Is the second stretch of the circuit connecting *El Condado* to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of *Parque del Tercer Milenio* to the area in front of *El Capitolio*. This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be performed in accordance to contract documents.
- 3. Phase IV-A:** It comprises the above surface works including but not limited to the right of way paving, asphalt paving, pavement marking, curbs, above ground utilities, etc. is for the section of Muñoz Rivera Avenue approximately located in front of restaurant *El Hamburguer*, as illustrated on plans [from STA. 11+40.00 (LMR) to STA. 12+88.32 (LMR)], corresponding to the PRHTA Project AC-002533 Highway PR-25R. Work for this phase is part

of the Base Proposal. All work to be performed in accordance to contract documents.

4. **Landscape Work:** The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos* Bridge (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance, area designated as Phase III.A. All work to be performed in accordance to contract documents.
5. **Landscape Work Maintenance:** Landscape maintenance for a period of six (6) months beginning, the first day after the date of the Project's Substantial Completion. All work to be performed in accordance to contract documents; for instructions and guidelines refer to Section 6 – Landscape Maintenance and Plant Establishment and all referred and applicable sections. Payment for this item of work will be on a monthly basis.

**The detailed scope of work is described on the contract documents. All work to be performed in accordance to contract documents.**



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

6 de noviembre de 2014

**A TODOS LOS PROPONENTES**

**Notificación de Adjudicación**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Avenida Muñoz Rivera Fases III y IV  
Municipio de San Juan, Puerto Rico**

Estimados proponentes:

La Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (en adelante, "AFI"), mediante la Resolución Conjunta Número 96 de 2013 y Número 97 de 2013, recibió asignaciones presupuestarias para llevar a cabo el proyecto Paseo Puerta de Tierra en el municipio de San Juan (en adelante, "Proyecto").

El proyecto es uno que propone la rehabilitación urbana y comercial con el propósito de promover el desarrollo económico, social y cultural. Se creará una ruta de espacios abiertos donde la integración con nuestros recursos naturales y monumentos históricos de la ciudad capital fomenten la actividad turística, artística, el entrenamiento y la convivencia familiar. Como parte del proyecto se propone un sistema de transportación multimodal que incluye una arteria de transportación pública a lo largo de la Calle del Tren, además de aceras y carriles exclusivos para ciclistas en las Avenidas Muñoz Rivera y Ponce De León. Además, se propone impactar la Calle San Agustín y cinco (5) calles transversales del sector Puerta de Tierra.

El Proyecto se dividió en siete (7) fases de construcción para lograr la ejecución ágil del mismo. De éstas, la Fase I: Mejoras a la Calle del Tren y la Fase II: Conexión Condado – Luis Muñoz Rivera ya se encuentran en el proceso de construcción.

Para los trabajos de construcción de las fases subsiguientes se llevó a cabo el proceso de Cualificación de Proponentes núm. AFI-BP-14-37-PASEO, esto con el propósito de cualificar proponentes con la experiencia, la capacidad técnica y financiera para realizar los trabajos que se proponen. De este proceso resultaron cualificados ocho (8) proponentes que estarán participando en los procesos de presentación de propuestas de las fases subsiguientes, siendo éstos: L.P.C. & D. Inc.; DDD Group, Inc.; Del Valle Group, SP; F & R Construction Group, Inc.; OSSAM Construction, Inc.; Desarrollos Metropolitanos, LLC; Ferrovial Agroman, SA y Omega Engineering LLC. Dicha cualificación fue notificada mediante correo certificado a todos los proponentes el 25 de agosto de 2014.

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757

**AFI**

AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA

Una vez cualificadas las compañías, se procedió con el proceso de Solicitud de Propuestas AFI-BP-15-05-PASEO, para la Fase III: Terraza al Mar y la Fase: IV Avenida Muñoz Rivera. Los trabajos para ambas fases incluyen: construcción de plazas y rutas para ciclistas y peatones, mejoras geométricas, escarificación de asfalto, repavimentación de carreteras, señalización, marcado de pavimento, instalación de luminarias, instalación de nuevos sistemas de semaforización en intersecciones seleccionadas, y trabajos de paisajismo con el propósito de maximizar el valor escénico del área. El proyecto incluye la construcción de un área de concesionarios de aproximadamente 6,000 pies cuadrados con terrazas y balcones distribuidos en dos niveles, para establecer un punto prominente del Proyecto.

Además, los trabajos de paisajismo consisten en la siembra de árboles y arbustos, recubrimiento de tierras, protección de árboles, poda, y en muchos casos la remoción de árboles. Estos trabajos se habrán de realizar a lo largo de la Avenida Muñoz Rivera e incluye el tramo que comienza en el Puente Dos Hermanos hasta la entrada vehicular del Parque del Tercer Milenio, área designada como la Fase III.A, incorporada al Proyecto mediante *addendum*.

Según indicado en la Sección 26 de las ITP, la AFI adjudicará la subasta al proponente que presente la mejor propuesta ("Best Value" o BV por sus siglas en inglés) según fuera definido en las instrucciones. El proponente que cumpla con los requisitos y criterios establecidos en las ITP, y obtenga la puntuación menor como resultado del cómputo del BV se considerará el proponente agraciado.

Conforme al Artículo 5.2.4 del Reglamento Núm. 5853 de Compras y Subastas de la AFI (en adelante "Reglamento"), el 16 de septiembre de 2014, se invitó a los proponentes precalificados a presentar propuestas para el proceso AFI-BP-15-05-PASEO proyecto Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV.

Los pliegos de subasta estuvieron disponibles desde el 22 de septiembre de 2014. La reunión pre-subasta y la visita al proyecto se llevaron a cabo el 23 de octubre de 2014 y se estableció el 14 de octubre de 2014 como la fecha límite para la entrega de propuestas. Mediante *addendum* se pospuso la fecha de entrega de propuestas para el 27 de octubre de 2014 en o antes de las 2:00 p.m. Se recibieron siete (7) propuestas, a continuación se detallan, en el orden en que fueron recibidas:

<b>Tabla 1: Propuestas en orden de recibo</b>				
<b>Núm.</b>	<b>Nombre del Proponente</b>	<b>Precio Base</b>	<b>Alternativa #1</b>	<b>Alternativa #2</b>
1	L.P.C. & D., Inc.	\$12,495,000.00	\$38,000.00	\$66,000.00
2	OSSAM Construction, Inc.	\$13,344,000.00	\$264,000.00	\$943,200.00
3	Del Valle Group, SP	\$13,303,000.00	\$19,200.00	\$36,000.00
4	Omega Engineering, LLC	\$11,235,000.00	\$38,841.60	\$69,686.40
5	F&R Construction Group, Inc.	\$16,717,000.00	\$210,000.00	\$408,000.00
6	Ferrovial Agroman, SA	\$12,965,809.00	\$40,320.00	\$72,000.00
7	Desarrollos Metropolitanos, LLC	\$16,732,008.00	\$40,320.00	\$72,000.00

El Comité Evaluador (en adelante "Comité") llevó a cabo el cumplimiento de las siete (7) propuestas recibidas, conforme a los criterios mínimos establecidos en las ITP y su respectiva *Addenda*. Por ser este un proceso de *Best Value*, se evaluaron todas las propuestas para determinar el cumplimiento y la puntuación técnica de cada uno de los proponentes. El Comité, con la asistencia del consultor financiero, CPA Armando Suárez, procedió con la evaluación correspondiente.

Se indicó que las alternas solicitadas para los servicios de mantenimiento y conservación del paisajismo no se iban a considerar como parte del precio. Por lo tanto, estas no formaron parte del cómputo del (*Best Value Score*) según definido en las ITP.

El Comité en su informe presentó las evaluaciones de cada una de las propuestas según los criterios de evaluación y la información sometida por los proponentes. A continuación se presenta el resultado de las evaluaciones y el *Best Value Score* que obtuvo cada proponente, en orden ascendente de puntuación:

**Tabla 2: Resultado de la Evaluación Técnica, Financiera y Precio (*Best Value*)**

Núm.	Nombre de Proponente	Precio Base	Evaluación Técnica y Financiera (Total 220)	"Best Value Score"
4	Omega Engineering, LLC	\$11,235,000.00	190	59,132
1	L.P.C. & D., Inc.	\$12,495,000.00	194	64,407
3	Del Valle Group, SP	\$13,303,000.00	184	72,299
2	OSSAM Construction, Inc.	\$13,344,000.00	184	72,522
5	F&R Construction Group, Inc.	\$16,717,000.00	145	115,290
6	Ferrovial Agroman, SA	\$12,965,809.00	102	127,116
7	Desarrollos Metropolitanos, LLC	\$16,372,008.00	66	248,061

A esos efectos y en los mejores intereses de la AFI, se adjudica la subasta AFI-BP-15-05-PASEO al proponente Omega Engineering, LLC, para el proyecto Paseo Puerta de Tierra, Avenida Muñoz Rivera Fase III y IV, quien fue el proponente técnicamente cualificado que obtuvo el mejor valor propuesto o "*Best Value*", para un total de once millones doscientos treinta y cinco mil dólares (\$11,235,000.00), el cual incluye los *allowances* por cuatrocientos veinte mil dólares (\$420,000.00). Además se estará adjudicando la Alternativa #1 para los Servicios de Mantenimiento del Paisajismo del Proyecto por un término de seis (6) meses por la cantidad de treinta y ocho mil ochocientos cuarenta y un dólares con sesenta centavos (\$38,841.60) para una cuantía once millones doscientos setenta y tres mil ochocientos cuarenta y un dólares con sesenta centavos (\$11,273,841.60),

A esos efectos, la Junta acoge la recomendación del Comité Evaluador y recomienda a la Directora Ejecutiva que se le adjudique la subasta AFI-BP-15-05-PASEO al proponente Omega Engineering, LLC para la construcción de la Fase III y la Fase IV del Paseo

La AFI se reserva el derecho de adjudicar el proyecto a otro licitador en caso de que Omega Engineering, LLC, no ejecute el contrato o no entregue los documentos o certificaciones para esta fecha según requiere el Artículo 9 del Reglamento.

El licitador que se considere adversamente afectado puede solicitar reconsideración ante la AFI de esta decisión dentro de un término de diez (10) días a partir de la notificación de la decisión de la Junta de Subastas, según lo dispone el Artículo 10 del Reglamento, así como aquellas otras disposiciones de la Ley 170 de 12 de agosto de 1988, según enmendada, "Ley de Procedimiento Administrativo Uniforme", 3 L.P.R.A. Sec 2101 et seq. La AFI deberá considerarla dentro de los (10) días de haberse presentado.

Si la AFI tomara alguna determinación en su consideración o dejara de tomar alguna acción con relación a la moción de reconsideración dentro de los diez (10) días de haberse presentado, se entenderá que ésta ha sido rechazada de plano, y a partir de esa fecha comenzará el término para una revisión judicial.

El término para la revisión judicial, ante el foro correspondiente, de una Moción de Reconsideración ante la Agencia, será de diez (10) días, contados a partir de la fecha en que se archiva en autos una copia de la notificación de la orden o resolución final de la AFI resolviendo dicha moción y/o el Reglamento de Compras y Subastas de la AFI.

Por la presente certifico haber archivado en autos el original de esta Notificación de Adjudicación, y enviado copia fiel y exacta de la misma, mediante correo certificado con acuse de recibo, a los siguientes proponentes:

Del Valle Group SP  
PO Box 2319,  
Toa Baja, PR 00951-2319

Desarrollos Metropolitanos, LLC  
PO Box 9417  
San Juan PR. 00908-0417

F&R Constructions Corp.  
PO Box 9932  
San Juan, PR 00908-9932

Ferrovial Agroman, LLC  
1250 Ave. Ponce De León  
San Juan, PR 00907

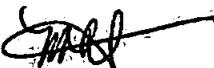
L.P.C. & D, Inc.  
PO Box 2025  
Las Piedras, PR 00771

Omega Engineering, LLC  
PO Box 363823  
San Juan, PR 00936-3823

OSSAM Construction, Inc.  
502 Calle Roosevelt Las Cumbre  
Rio Piedras, PR 00926

Agradeciendo su participación en este proceso, quedamos.

Cordialmente,



Sra. María Luisa Santiago Rivera  
Presidenta  
Junta de Subastas

**DOCUMENTOS PROVISTOS POR EL CONTRATISTA**

**IMPUESTOS**

1. Certificación de Registro Único de Licitadores de la Administración de Servicios Generales.

**SÉGUROS**

2. Deberán someter evidencia de las siguientes coberturas:

- Seguro de automóvil, Límite mínimo requerido:
- Combined Single Limit (CSL): \$1,000,000 / \$1,000,000 Aggregate
- Certificación de Seguro como sigue:
- Classification (1): Any Auto (s) / Classification (8): Hired Auto (s) / Classification (9): Non-Owned Auto (s)

3. La póliza deberá contener una nota escrita de cancelación de póliza por cualquier motivo y un "Standard Hold Harmless Agreement":

**CANCELLATION CLAUSE**

It is understood and agreed that in the event of cancellation of this policy at the request of the insurance company, sixty (60) days written notice shall be given to the above mentioned additional insured, AFI. However, it is agreed that if cancellation is due to non payment of premium, ten (10) days written notice will be given.

**HOLD HARMLESS AGREEMENT**

The named insured shall save harmless AFI from and against any and all claims demands, suits, judgments or awards which result in bodily injury or property damage covered under this policy which may be brought or recovered against AFI for or on account of, arising out of any act, happening, event or cause or alleged act, happening, event which result in bodily injury or property damage and arising out of operations of the named insured. The named insured shall defend any court administrative action brought against AFI for the aforementioned damages, injuries or harm and shall pay any compensation or judgment resulting thereof.

4. Evidencia escrita del pago a la compañía de seguros.
5. Fianza de Desempeño a favor de AFI. Dicha fianza deberá ser expedida por una Compañía de Seguros, debidamente autorizada para hacer negocios en Puerto

Rico por la cantidad de 100% del monto del Contrato. Dicha Fianza deberá ser certificada por un abogado-notario público.

6. Fianza de Trabajo y Pago de Materiales a favor AFI. Dicha fianza deberá ser expedida por una Compañía de Seguros, debidamente autorizada para hacer negocios en Puerto Rico por la cantidad de 100% del monto del Contrato. Dicha fianza deberá ser certificada por un abogado-notario público.
7. La Fianza de Trabajo a favor del Secretario del Trabajo, por la cantidad de un veinte por ciento (20%) del monto del contrato. (Ley 111)

### **MISCELÁNEOS**

8. Certificación de Cumplimiento de ASUME
9. Certificado de Incorporación de la Empresa;
10. Certificación original y vigente del Fondo del Seguro del Estado;
11. Certificado de Cumplimiento (Good Standing);
12. Declaración Jurada;
13. Resolución Corporativa;
14. \$3.00 en sellos de Rentas Internas;
15. \$ \_\_\_\_\_ en sellos del Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR).



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

6 de noviembre de 2014

Lcda. Grace M. Santana Balado  
Directora Ejecutiva

Junta de Subasta

**Recomendación de Adjudicación**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Avenida Muñoz-Rivera Fases III y IV  
Municipio de San Juan, Puerto Rico**

Estimada licenciada Santana Balado:

La Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (en adelante, "AFI"), mediante la Resolución Conjunta Número 96 de 2013 y Número 97 de 2013, recibió asignaciones presupuestarias para llevar a cabo el proyecto Paseo Puerta de Tierra en el municipio de San Juan (en adelante, "Proyecto").

El proyecto es uno que propone la rehabilitación urbana y comercial con el propósito de promover el desarrollo económico, social y cultural. Se creará una ruta de espacios abiertos donde la integración con nuestros recursos naturales y monumentos históricos de la ciudad capital fomenten la actividad turística, artística, el entrenamiento y la convivencia familiar. Como parte del proyecto se propone un sistema de transportación multimodal que incluye una arteria de transportación pública a lo largo de la Calle del Tren, además de aceras y carriles exclusivos para ciclistas en las Avenidas Muñoz Rivera y Ponce De León. Además, se propone impactar la Calle San Agustín y cinco (5) calles transversales del sector Puerta de Tierra.

El Proyecto se dividió en siete (7) fases de construcción para lograr la ejecución ágil del mismo. De éstas, la Fase I: Mejoras a la Calle del Tren y la Fase II: Conexión Condado - Luis Muñoz Rivera ya se encuentran en el proceso de construcción.

Para los trabajos de construcción de las fases subsiguientes se llevó a cabo el proceso de Cualificación de Proponentes Núm. AFI-BP-14-37-PASEO, esto con el propósito de cualificar proponentes con la experiencia, la capacidad técnica y financiera para realizar los trabajos que se proponen. De este proceso, resultaron cualificados ocho (8) proponentes los cuales serían invitados a participar en los procesos de presentación de propuestas de las fases subsiguientes, siendo estos: L.P.C. & D. Inc.; DDD Group, Inc.; Del Valle Group, SP; F & R Construction Group, Inc.; OSSAM Construction, Inc.; Desarrollos Metropolitanos, LLC; Ferrovial Agroman, SA y Omega Engineering LLC. Dicha

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757

**AFI**

AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA

cualificación fue notificada el 25 de agosto de 2014, mediante correo certificado, de la cual se incluye copia como anejo.

Una vez cualificadas las compañías, se procedió con el proceso de Solicitud de Propuestas AFI-BP-15-05-PASEO, para la Fase III: Terraza al Mar y la Fase: IV Avenida Muñoz Rivera. Los trabajos para ambas fases incluyen: construcción de plazas y rutas para ciclistas y peatones, mejoras geométricas, escarificación de asfalto, repavimentación de carreteras, señalización, marcado de pavimento, instalación de luminarias, instalación de nuevos sistemas de semaforización en intersecciones seleccionadas, y trabajos de paisajismo con el propósito de maximizar el valor escénico del área. El proyecto incluye la construcción de un área de concesionarios de aproximadamente 6,000 pies cuadrados con terrazas y balcones distribuidos en dos niveles, para establecer un punto prominente del Proyecto.

Además, los trabajos de paisajismo consisten en la siembra de árboles y arbustos, recubrimiento de tierras, protección de árboles, poda, y en muchos casos la remoción de árboles. Estos trabajos se habrán de realizar a lo largo de la Avenida Muñoz Rivera e incluye el tramo que comienza en el Puente Dos Hermanos hasta la entrada vehicular del Parque del Tercer Milenio, área designada como la Fase III.A, incorporada al Proyecto mediante *addendum*.

 El estimado de construcción preparado por el diseñador SCF Arquitectos SRL fue revisado durante el proceso de subasta con el propósito de incorporar los cambios conforme a la adenda. El mismo fue ajustado a la cantidad de trece millones setecientos veintidós mil novecientos ochenta y cuatro dólares con noventa y seis centavos (\$13,722,984.96).

Según indicado en la Sección 26 de las *ITP*, la AFI adjudicará la subasta al proponente que presente la mejor propuesta ("Best Value" o BV por sus siglas en inglés) según fuera definido en las instrucciones. El proponente que cumpla con los requisitos y criterios establecidos en las *ITP*, y obtenga la puntuación menor como resultado del cómputo del BV se considerará el proponente agraciado.

Conforme al Artículo 5.2.4 del Reglamento Núm. 5853 de Compras y Subastas de la AFI (en adelante "Reglamento"), el 16 de septiembre de 2014, se invitó a los proponentes precalificados a presentar propuestas para el proceso AFI-BP-15-05-PASEO proyecto Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV.

Los pliegos de subastas estuvieron disponibles desde el 22 de septiembre de 2014. La reunión pre-subasta y la visita al proyecto se llevaron a cabo el 23 de octubre de 2014 y se estableció el 14 de octubre de 2014 como la fecha límite para la entrega de propuestas. Mediante *addendum* se pospuso la fecha de entrega de propuestas para el 27 de octubre de 2014 en o antes de las 2:00 p.m. Se recibieron siete (7) propuestas, a continuación se detallan, en el orden en que fueron recibidas:

Tabla 1: Propuestas en orden de recibo				
Núm.	Nombre del Proponente	Precio Base	Alternativa #1	Alternativa #2
1	L.P.C. & D., Inc.	\$12,495,000.00	\$36,000.00	\$66,000.00

Núm.	Nombre del Proponente	Precio Base	Alternativa #1	Alternativa #2
2	OSSAM Construction, Inc.	\$13,344,000.00	\$264,000.00	\$943,200.00
3	Del Valle Group, SP	\$13,303,000.00	\$19,200.00	\$36,000.00
4	Omega Engineering, LLC	\$11,235,000.00	\$38,841.60	\$69,686.40
5	F&R Construction Group, Inc.	\$16,717,000.00	\$210,000.00	\$408,000.00
6	Ferrovial Agroman, SA	\$12,965,809.00	\$40,320.00	\$72,000.00
7	Desarrollos Metropolitanos, LLC	\$16,732,008.00	\$40,320.00	\$72,000.00

El Comité Evaluador (en adelante "Comité") llevó a cabo el cumplimiento de las siete (7) propuestas recibidas, conforme a los criterios mínimos establecidos en las ITP y su respectiva *Addenda*. Por ser este un proceso de *Best Value*, se evaluaron todas las propuestas para determinar el cumplimiento y la puntuación técnica de cada uno de los proponentes. El Comité, con la asistencia del consultor financiero, CPA Armando Suárez, procedió con la evaluación correspondiente.

El estimado de construcción para el proyecto contempla tres (3) estipendios (*allowance*) por la cantidad total de \$420,000.00. Se indicó que las alternas solicitadas para los servicios de mantenimiento y conservación del paisajismo no se iban a considerar como parte del precio. Por lo tanto, estas no formarán parte del cómputo del (*Best Value Score*) según definido en las ITP.

El Comité en su informe presenta el detalle de las puntuaciones y el ponderado de las evaluaciones de cada una de las propuestas según los criterios de evaluación y la información contenida en las propuestas recibidas. A continuación se presenta el resultado de las evaluaciones y el *Best Value Score* que obtuvo cada proponente, en orden ascendente de puntuación:

Núm.	Nombre de Proponente	Precio Base	Evaluación Técnica y Financiera (Total 220)	"Best Value Score"
4	Omega Engineering, LLC	\$11,235,000.00	190	59,132
1	L.P.C. & D., Inc.	\$12,495,000.00	194	64,407
3	Del Valle Group, SP	\$13,303,000.00	184	72,299
2	OSSAM Construction, Inc.	\$13,344,000.00	184	72,522
5	F&R Construction Group, Inc.	\$16,717,000.00	145	115,290
6	Ferrovial Agroman, SA	\$12,965,809.00	102	127,116
7	Desarrollos Metropolitanos, LLC	\$16,372,008.00	66	248,061

Según surge del informe, Omega Engineering, LLC fue el Proponente que obtuvo la mejor puntuación técnica durante el proceso de cualificación, que combinado con el precio

A esos efectos, la Junta acoge la recomendación del Comité Evaluador y recomienda a la Directora Ejecutiva que se le adjudique la subasta AFI-BP-15-05-PASEO al proponente **Omega Engineering, LLC** para la construcción de la Fase III y la Fase IV del Paseo Puerta de Tierra, dado a que obtuvo el mejor valor propuesto o "Best Value", para un precio total de **once millones doscientos treinta y cinco mil dólares (\$11,235,000.00)**, el cual incluye los *allowances* por **cuatrocientos veinte mil dólares (\$420,000.00)**. Esto presenta un ahorro de 18.13% para la construcción del Proyecto, salvaguardando así el mejor interés público.

Además se estará adjudicando la **Alternativa #1** para los **Servicios de Mantenimiento del Paisajismo** del Proyecto por un término de seis (6) meses por la cantidad de **treinta y ocho mil ochocientos cuarenta y un dólares con sesenta centavos (\$38,841.60)**. La cuantía total a otorgar al proponente **Omega Engineering, LLC**, asciende a la cantidad de suma alzada de **once millones doscientos setenta y tres mil ochocientos cuarenta y un dólares con sesenta centavos (\$11,273,841.60)**.

Recomendado por:



Sra. María L. Santiago Rivera  
Presidenta  
Junta de Subastas



Sra. Ana M. Bustillo Fernández  
Primera Vice-Presidenta  
Junta de Subastas



Sra. Amalie Aponte Vera  
Segunda Vice-Presidenta  
Junta de Subastas

Aprobado por:



Lcda. Grace M. Santana Balado  
Directora Ejecutiva

**COORDINADOR(A) DE PROYECTO**

Número de Subasta: **AFI-BP-15-**

**1. Información General**

**05-PASEO**

<b>Coordinador(a)</b>	Mabel Oquendo / Katia González-Torres		
<b>Nombre del Proyecto</b>	Paseo Puerta de Tierra, Fase III-Terraza al Mar, y Fase IV-Ave. Muñoz Rivera - El Capitolio		
<b>Número de Acuerdo Interagencial</b>	Res. Conj. 96 & 97-Nov./2013.	<b>Vigente</b>	
		<b>Desde</b>	dd/mm/yyyy
		<b>Hasta</b>	dd/mm/yyyy
<b>Fondos Asignados, \$</b>	16,451,487.52	<b>Proyectos Asociados al Acuerdo Interagencial Previamente Subastados por AFI</b>	
<b>Servicios a ser Provistos por AFI</b>	<b>% del Total de Fondos Asignados</b>	Paseo Puerta de Tierra - Fase I y II	
Inspección	3.8%		
Gerencia	0.9%		
Administración	0.9%		
Diseño	6.9%		
Seguros	1%		
Construcción	86.4%		

2. Tipo de Proyecto  Solicitud de Cualificación  Construcción (C)  Diseño (D)/C  D/C/Operación (O)

Montaje Completo "Turnkey"  Otro Construcción y Mantenimiento

3. Porcentaje Retenido **10%** "Bid Bond" **5%**

4. Método de Adjudicación  Postor más Bajo "Lowest Bidder"  Mejor Valor "Best Value"  Ninguno

5. Costos Presentados  Precio Alzado "Lump Sum"  Precios Unitarios por Partida  Alternas Aditivas por Partida  Alternas Deductivas por Partida  Otro \_\_\_\_\_

(En el Anejo 1 se incluye un ejemplo de "Bid Form" para su referencia. El Coordinador, Diseñador y/o Gerente del proyecto serán responsables de coordinar y proveer al Grupo de Subasta el formato y las partidas a incluirse en el "Bid Form" a utilizarse en los Documentos de Subasta.)

6. Alcance de Trabajo "Scope of Work" (Refiérase a la Nota 1.)

Fase III - Consiste en la construcción de una estructura de hormigón de aprox. 36,000 p.c. proveerá un espacio compuesto de rampas, terrazas en dos niveles, y un área de concesionario. Se ubicará en el área conocida como el Paseo de los Enamorados.

Fase IV - Consiste en la construcción de la ciclovia, paseo peatonal y la creación de un parque lineal en el litoral norte de la Ave. Muñoz Rivera, a la par con la creación de espacios abiertos integrados con paisajismo, iluminación y rotulación.

7. Identificar Cualificaciones Necesarias para Licitadores o Proponentes del Proyecto

a) Haber sido cualificado en el Proceso de RFQ. AFI-BP-14-37-PASEO.

<b>8. Estimado de Costos, \$</b>	\$14,215,433.44	Provisto por el Diseñador o Gerente del Proyecto.		
<b>9. Duraciones</b>	<b>Días Calendarios</b>			
	<b>Base</b>	<b>Alternativa 1</b>	<b>Alternativa 2</b>	
<b>Terminación Substantial "Substantial Completion"</b>	510			
<b>Terminación Final "Final Completion"</b>	570			Sugerido: + 30 días a partir de la terminación substancial.

Cierre Administrativo de Contrato "Administrative Contract Closeout"	750	Sugerido: + 90 días a partir de la terminación final.
Comentarios		
Aprobado	Ing. Salim Laham <small>Nombre Director(a) Departamento de Ingeniería</small>	Firma <i>[Signature]</i> Fecha 28/08/2014 <small>dd/mm/yyyy</small>

**DIVISIÓN LEGAL**

1. Seguros a Incorporarse en los Documentos de Subastas  
Cubierta de seguros provistos por:  SOCIP  Por Contratista

#	Seguros/Cubierta	Comentarios
1	Póliza del Fondo del Seguro del Estado por costo del contrato	Por Contratista
2	Póliza de Auto Comercial \$1MM de límite Combined Single Limit	Por Contratista
3	Garantía de fiel cumplimiento por el 100% costo del contrato	" "
4	Garantía de pago de honorarios y materiales por el 100% costo del contrato	" "
5	Garantía de pago de salarios Reg. 111 por el 30% costo del contrato	" "
6		

Preparado: *[Signature]* Nombre Representante de Seguros Firma *[Signature]* Fecha 8/9/14  
dd/mm/yyyy

2. Tipo de Contrato:  
 AFI -Clásico  Contrato APP  Montaje Completo "Turnkey"  Diseño/Construcción/Operación  
 Diseño/Construcción  Construcción/Operación/Transferencia  Otros

Comentarios Condiciones Suplementarias		
Comentarios		
Aprobado: <i>[Signature]</i>	Firma <i>[Signature]</i>	Fecha 03-Sept-2014 <small>dd/mm/yyyy</small>

**DIVISIÓN DE FINANZAS**

1. Fondos

Cantidad de Fondos Asignados al Proyecto	B 16,451,487.52	
Número del Acuerdo Interagencial	RC-96 y 97	Proveer Copia del Acuerdo Interagencial
Procedencia de Fondos (# cuenta)	RC-96 y 97	
Comentarios	Fondos Asignados y costos provistos por el Depto de Finanzas	
Aprobado: CPA Juan Torre Maitinez	Firma <i>[Signature]</i>	Fecha 29/8/14 <small>dd/mm/yyyy</small>

**NOTA:**

- El alcance de trabajo del proyecto debe de corresponder al "Bid Form", los documentos de diseño (planos y especificaciones) y estudios técnicos, entre otros, a ser provistos como parte de los Documentos de Subasta. En el mismo se debe de identificar claramente donde se realizarán los trabajos, identificar si el proyecto consiste en una cualificación de profesionales o compañías, suplido, diseño, construcción, demolición, operación y/o combinación de servicios, entre otros. El alcance de trabajo se presentará segregado entre propuesta base y alternas aditivas y/o deductivas, identificará de manera clara

trabajos y/o coordinaciones especiales o fuera del área del proyecto a ser necesarias en el mismo, entre otros. Este documento presentará un breve resumen de los trabajos presentados en los documentos de diseño y estudios técnicos, entre otros.



**REVISIÓN DOCUMENTOS Y O PLANOS PARA CONTRATACIÓN**

**AFI-BP-15-05-PASEO**

**Paseo Puerta de Tierra Avenida Muñoz Rivera Fase III y IV**

**Municipio de San Juan**

**2014 11 13**

**Revisión de Documentos**

**Compañía Omega Engineering.**

**Representante: Arnaldo Príncipe, Gabriel Quiñones y Osvaldo Alfonso**

Nombre del Documento Revisado	Número de Páginas a revisar
1. <i>TECHNICAL MONITORING</i> Technical Specs Vol. 1 of 2 - General Index {Falta ident. sec. 022213}	
2. <i>GREEN PAPER 0752207</i> Technical Specs Vol. 1 of 2 - General Index {Falta ident. sec. 7100}	
3. <del>AE-104</del> AE-104 Ph. III no es igual al Bid Set	
4. AE-110 Ph. III	
5. AE-401 Ph. III	
6. AE-404 Ph. III	
7. AE-501 Ph. III	
8. EE-100 Ph. III	
9. AE-503 Ph. III no aparece identificada como que fue parte de adendum #6	
10. VTE-1 <sup>Ph. III</sup> No es igual al Bid Set; tiene añadido un Pad Mounted	
11. LT-4 <sup>Ph. III</sup> No es igual al Bid Set; tres notas añadidas	
12. VTE-1 Ph. IV Nube con detalle adicional en comparación con el Bid Set	
13. CS-3 Ph. IV En el Bid Set no aparece la tubería de 18" de dia	
14. que se muestra desde sta. 2+40 hasta 3+00.	
15. CS-9 Ph. IV En el Bid Set no aparece la tubería de 18" dia. en la	
16. Sta. 9+60, 10+00, 10+80, 11+20, 11+40, 12+80, 13+00 y 13+60	
17. UTW-1 Ph. IV Hay unos detalles identificados como 3/GR-4 que	
18. no estaban en el Bid Set (en la hoja GR-4 no hay detalle #3)	
19.	
20.	

*Se coordinó y aclararon asuntos con el Catastrata (Arnaldo Príncipe) & Diseñador SEP (Ing. Luis Feiro) 17 nov 2014*  
*Osvaldo Alfonso*



**HOJA DE ASISTENCIA**

FECHA : 11-13/14  
 HORA : 1:30 p.m.  
 ASUNTO : Revisión de Planos y Especificaciones  
 PROYECTO: Paseo Puerta de Hierro Fase III  
Departamento de Subastas

	NOMBRE / COMPAÑÍA	FIRMA	CORREO ELECTRONICO	TELÉFONO
1.	Arnaldo Príncipe - Omega		aprincipe@omega-corp.net	(787) 793-6100
2.	Oswaldo E. Alfonso		oalfonso@omega-corp.net	" "
3.	GABRIEL QUIÑONES - OMEGA		gquinoas@omega-corp.net	787-793-6100 x1021
4.	KIDA MABEL ESPERANZA		kesperanza@afi.pr.gov	787 763 5574 1532
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## TRANSMITTAL LETTER

**TO:** AFI  
PO BOX 41207  
MINILLAS STATION  
SANTURCE PR 00940

**ATT.:** Madeline Rodríguez

**JOB #:** AFI-BP-14-37-Paseo Puerta de Tierra  
**RE:** Documentos

**DATE:** November 17, 2014

**GENTLEMEN WE ARE SENDING YOU:**       Here With       Delivered by Hand  
 Under Separate Cover Via: \_\_\_\_\_ the following items:

- |   |  |                                       |   |
|---|--|---------------------------------------|---|
| <input type="checkbox"/> Letter         | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Estimate                 |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Certification | <input type="checkbox"/> Prints       | <input type="checkbox"/> Test/Sample              |
| <input type="checkbox"/> Certification  | <input type="checkbox"/> Submittals    | <input type="checkbox"/> Plans        | <input checked="" type="checkbox"/> Others: _____ |

Submittal	Qty	Date	Dwg #	Description
	1			Certificado de Elegibilidad
	1			"Liability Insurance"
	1			"Hold Harmless Agreement"
	1			Evidencia escrita del pago a la compañía de seguros
	1			"Payment & Performance Bond-Original
	1			Certificación de Póliza de Seguro -CFSE-original
	1			Resolución Corporativa-Original
	1			Request for Qualification Exhibit F-1
	1			Certificado de Incorporación
	1			Certificación de Estado de Cumplimento
	1			"Certificate of Good Standing"

**THESE ARE TRANSMITTED AS INDICATED BELOW:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For Approval            | <input type="checkbox"/> Approved as Subm.          | <input type="checkbox"/> Return _____ Corrected Prints  |
| <input type="checkbox"/> For Your Use            | <input type="checkbox"/> For Review & Comments      | <input type="checkbox"/> Submit _____ Copies for Distr. |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Returned For Corrections d | <input type="checkbox"/> For Bids Due: _____            |
| <input type="checkbox"/> Appr. as Noted          | <input type="checkbox"/> Returned After Loan To Us  |   |

**COMMENTS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FROM** *By: Janette Collozo*  
 Ing. Víctor R. López Núñez  
 VP de Operaciones

\_\_\_\_\_  
 Received  
 \_\_\_\_\_  
 Signature



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

18 de noviembre de 2014

Victor R. López Nuñez  
Omega Engineering, LLC  
PO Box 363823  
San Juan, PR 00936-3823

Estimado señor López:

**Proyecto: Paseo de Puerta de Tierra Fases III y IV en el Municipio de San Juan**

La Autoridad para el Financiamiento de la Infraestructura de Puerto Rico (AFI), está en el proceso de otorgar un contrato a la compañía que usted representa, para realizar los trabajos de construcción en el proyecto de referencia.

Como parte de los requisitos de contratación, se le ha requerido la formalización de una póliza con la Corporación del Fondo del Seguro del Estado (CFSE). Dicha póliza es un requisito para formalizar la firma del contrato entre la AFI y Omega Engineering, LLC.

Con el propósito de que pueda solicitar la póliza a la CFSE, le certificamos la siguiente información:

1. Tipo de Contrato: Construcción.
2. Tiempo de Duración: 750 días
3. Monto del Contrato: \$ 11,273,841.60

Esperamos que esta información le sea de utilidad para culminar el proceso de contratación.

Cordialmente,

  
**María L. Santiago Rivera**  
Ayudante de la Directora Ejecutiva

mm



**DOCUMENTOS PROVISTOS POR EL CONSULTOR**

<b>NOMBRE DE CONTRATISTA Y TEL:</b> <u>787-793-6150 923-1671</u>		<b>Fecha Inicio:</b>	
<u>Omega Engineering, LLC</u>		<b>Hasta:</b>	
<b>PROYECTO:</b> <u>Paseo Puerto de Tierra, Av. Muñoz Rivera Fase 111 y 110</u>		<u>\$11,273,841.60</u>	
<b>IMPUESTOS</b>		RECIBIDO	FECHA
1. Certificado de Elegibilidad - RUL		X	13-nov
<b>SEGUROS</b>		RECIBIDO	FECHA
2. OCIP Enrollment Form y Consent Form			
3. Seguro de automóvil: "Combined Single Limit (CSL): 1,000,000 per occurrence/\$1,000,000 Aggregate"		X	
4. Standard Hold Harmless Agreement		X	
5. Evidencia escrita del pago a la compañía de seguros.			
6. Fianza de Desempeño	<i>Copia</i>	X	
7. Fianza de Labor y Pago de Materiales		X	
8. Fianza de Pago de Salarios - Ley 111		X	
<b>MISCELÁNEOS</b>		RECIBIDO	FECHA
9. Certificado de Incorporación de la Empresa		X	13-nov
10. Certificación original y vigente del Fondo del Seguro del Estado	<i>para Fianza</i>		
11. ASUME	<i>Unidad 112-9700</i>	X	14-nov
12. Declaración Jurada			
13. Resolución Corporativa		X	13-nov
14. Good Standing		X	13-nov
15. \$3.00 en Sello de Rentas Internas			
16. \$ _____ En sellos del Colegio de Ingenieros y Agrimensores		n/a	n/a
<b>LLAMADAS DE SEGUIMIENTO</b>			
<b>FECHA/HORA</b>	<b>PERSONA CONTACTO</b>	<b>NOTA</b>	
1 6/11/2008		Se envió notificación y listado de documentos requeridos.	
2 7/11/2008		<i>Seguimiento</i>	
3 12/1/2008	<i>Arnaldo Principe</i>	<i>duda con de jura - envia dos q tiene</i>	
4 14/1/2008	<i>Arnaldo Principe</i>	<i>seg a dos</i>	
5			
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16			



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

7 de septiembre de 2015

Correo Certificado con  
Acuse de Recibo #

Adelantada por: [vlopez@omega-corp.net](mailto:vlopez@omega-corp.net)

Sr. Oscar I. Rivera Rivera  
Presidente  
C/O Frankie López  
Gerente de Operaciones  
Omega Engineering, LLC  
PO Box 363823  
San Juan, PR 00936-3823

**Re: Contrato Núm. 2015-000209: Paseo Puerta de Tierra, Fases III y IV**

Estimado señor. Rivera Rivera:

El 18 de noviembre de 2014, Omega Engineering, LLC (Registro # 1680) y la Autoridad Para el Financiamiento de la Infraestructura de Puerto Rico (en adelante, "AFI") otorgaron el Contrato de Construcción (*Agreement For Construction*) Núm. 2015-000209 (en adelante, el "Contrato") para la construcción del proyecto conocido como *Paseo Puerta de Tierra, Fases III y IV* (en lo sucesivo, el "Proyecto")

Durante las pasadas semanas, la AFI consistentemente ha recibido información de varios comunicados publicados por la prensa panameña a los efectos de que el Ministerio Público de ese país ha iniciado una investigación criminal por delitos constitutivos de lavado de dinero, malversación, soborno y apropiación ilegal de fondos públicos en contra de Oscar I. Rivera Rivera, accionista, Presidente y Principal Oficial Ejecutivo de Omega Engineering, LLC y una sociedad anónima incorporada en Panamá, en la que usted posee un interés propietario, la *Omega Engineering, Inc.* (Registro # 679896). Según los partes de prensa, se vincula al Sr. Rivera Rivera y a la referida sociedad, como participantes en un supuesto esquema de "blanqueo de capitales" en cuentas vinculadas con el exmagistrado de la Corte Suprema de Justicia de Panamá y hoy convicto por delitos de malversación de fondos públicos, Alejandro Moncada Luna.

El 2 de septiembre de 2015 recibimos información de que un diario de Panamá publicó

PO Box 41207  
San Juan, PR 00940-1207  
Teléfono (787) 763-5757



AUTORIDAD PARA EL FINANCIAMIENTO  
DE LA INFRAESTRUCTURA

que la *Fiscalía Superior Especializada contra la Delincuencia Organizada* emitió órdenes de arresto en su contra en relación a la referida investigación criminal<sup>1</sup>.

La AFI viene obligada a velar por el cumplimiento de la política pública del Gobierno del Estado Libre Asociado de Puerto Rico, de condicionar la contratación con las agencias, instrumentalidades y las corporaciones públicas a que la entidad contratante y sus oficiales, directores y accionistas tengan un expediente transparente y libre de infracciones en lo que a delitos contra la integridad pública se refiere. En consecución de las sanas normas de administración pública y contratación gubernamental, la AFI condicionó la otorgación del Contrato de Construcción a que Omega Engineering, LLC certificara que a la fecha de la firma del Contrato de Construcción **ni ella ni ninguno de sus accionistas, socios, oficiales, principales, empleados o agentes** han sido encontrados culpables, o se han declarado culpables, ni tienen conocimiento de ser objeto de una investigación, ya sea civil, administrativa o criminal por el gobierno local, algún otro gobierno estatal, el gobierno federal o **ante algún foro gubernamental extranjero** por delitos relacionados con fondos o propiedad pública, la fe o función pública, o cualquier otra conducta delictiva o falta que implique fondos o propiedad pública. Contrato de Construcción, Art. 8.1.

El Contrato también establece la obligación de Omega Engineering, LLC de informar **inmediatamente** a la AFI si adviene en conocimiento de que esta o cualquiera de sus oficiales, o sus directivos, o accionistas son objeto de investigación, se declaran culpables o son convictos por alguno de los delitos mencionados. Asimismo, el Contrato establece que la AFI se reserva el derecho a rescindir inmediatamente el contrato si durante la vigencia del mismo se le notificara o se enterara de que se configuran las condiciones establecidas anteriormente o se incumple con el deber de informar oportunamente a la AFI de cualquier cambio en su estatus en relación con los cargos o investigación criminal durante la vigencia del Contrato de Construcción. Contrato de Construcción, Art. 8.1.

A solicitud de la AFI, Omega Engineering, LLC ha informado que al presente no tiene información "oficial" de que el Sr. Oscar Rivera Rivera sea objeto de una investigación criminal en la República de Panamá. Sin embargo, al presente no hemos recibido una confirmación por escrito de lo anterior.

De conformidad al deber de informar de manera continua durante la vigencia del Contrato cualquier hecho que se relacione con la conducción de cualquier investigación por la comisión de un delito contra el erario, la fe o la función pública, por la presente se le requiere a Omega Engineering, LLC, que en o antes del **14 de septiembre de 2015**, certifique y garantice, bajo juramento, lo siguiente:

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<sup>1</sup> Véase diario *La Prensa*, artículo: *Investigación Por Supuesto Lavado de Dinero, Fiscal Ordena Más Arrestos* de 2 de septiembre de 2015 de Juan M. Díaz. Véase, [http://impresa.prensa.com/panorama/fiscal-ordena-arrestos\\_0\\_4291820828.html](http://impresa.prensa.com/panorama/fiscal-ordena-arrestos_0_4291820828.html).

- a. Que en la actualidad ni Omega Engineering, LLC, ni su Presidente Oscar I. Rivera Rivera, ni ninguno de los demás accionistas, socios, oficiales, principales, empleados, subsidiarias o compañías matrices han sido convicto, ni se ha encontrado causa probable para su arresto y/o es objeto de una investigación por la comisión de un delito contra el erario, la fe o la función pública; contra el ejercicio gubernamental; o que involucre fondos o propiedad pública, en Puerto Rico, en el ámbito federal o en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, incluyendo pero sin limitarse, la República de Panamá.
- b. En caso de que Omega Engineering, LLC, su Presidente, Oscar I. Rivera Rivera y/o sus demás accionistas, socios, asociados, oficiales, directores o agentes, hayan sido notificados por algún organismo judicial, legislativo o administrativo, ya sea en Puerto Rico, en el ámbito federal o en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, deberá certificar: (i) la fecha en que advino en conocimiento de dicha investigación; (ii) de qué manera advino en conocimiento de la investigación; (iii) en qué consiste la investigación y (iv) cuál es el estatus de la investigación a la fecha de la certificación.
- c.Cuál, si alguna, es la relación entre la sociedad anónima Omega Engineering, Inc. de Panamá y Omega Engineering, LLC (ej. afiliada, subsidiaria, accionista, socia, asociada, oficial, directora o agente).

Esperando su inmediata atención sobre este asunto, quedo.

Cordialmente,



Grace M. Santana Balado  
Directora Ejecutiva



ESTADO LIBRE ASOCIADO DE  
**PUERTO RICO**

Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico

7 de septiembre de 2015

Hon. César R. Miranda  
Secretario  
Departamento de Justicia  
Estado Libre Asociado de Puerto Rico  
Apartado 9020192  
San Juan, Puerto Rico 00902-0192

**Re: Solicitud de Información al Ministerio Público de la República de Panamá - Sr. Oscar I. Rivera Rivera Presidente de Omega Engineering, LLC Contrato Núm. 2015-000209: "Paseo Puerta de Tierra, Fases III y IV"**

Honorable señor Secretario:

El 18 de noviembre de 2014, Omega Engineering, LLC (Registro # 1680) y la Autoridad Para el Financiamiento de la Infraestructura de Puerto Rico (en adelante, "AFI") otorgaron el Contrato de Construcción (*Agreement For Construction*) Núm. 2015-000209 (en adelante, el "Contrato") para la construcción del proyecto conocido como *Paseo Puerta de Tierra, Fases III y IV* (en lo sucesivo, el "Proyecto")

Durante las pasadas semanas, la AFI advino en conocimiento por varios artículos de la prensa panameña a los efectos de que el Ministerio Público de ese país ha iniciado una investigación criminal por delitos constitutivos de lavado de dinero, soborno y apropiación ilegal de fondos públicos en contra de Oscar I. Rivera Rivera, accionista, Presidente y Principal Oficial Ejecutivo de Omega Engineering, LLC y una sociedad anónima incorporada en ese país, de nombre *Omega Engineering, Inc.* (registro # 679896) de la cuál éste figura como su Presidente. Según los partes de prensa, se vincula al Sr. Rivera Rivera y a la referida sociedad, como participantes en un supuesto esquema de "blanqueo de capitales" en cuentas vinculadas con el exmagistrado de la Corte Suprema de Justicia de Panamá y hoy convicto por delitos de malversación de fondos públicos, Alejandro Moncada Luna<sup>1</sup>. El 2 de septiembre de 2015, recibimos

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<sup>1</sup> Según los artículos de periódico que hemos examinado la sociedad panameña Omega Engineering, Inc. recibió un adelanto para desarrollar el citado proyecto judicial, gracias al exmagistrado de la Corte Suprema Alejandro Moncada Luna, quien fue convicto durante el mes de marzo de 2015. En junio de 2015, se reseña que la Fiscalía General de Panamá anunció que había iniciado una investigación en contra de Omega Engineering y Oscar Rivera. Sin embargo, desde el mes de enero de 2015 se había

información de que un diario de Panamá publicó que la *Fiscalía Superior Especializada contra la Delincuencia Organizada* emitió órdenes de arresto en su contra en relación a la referida investigación criminal<sup>2</sup>.

En cumplimiento con los deberes que nos impone la Ley Núm. 458 de 29 de diciembre de 2000, según enmendada, conocida como "Ley que prohíbe adjudicar subastas gubernamentales a convictos de fraude, malversación o apropiación ilegal de fondos públicos" ("Ley Núm. 458"), 3 L.P.R.A. §§ 298 et seq., solicitamos a Omega Engineering, LLC que confirmara o negara mediante certificación jurada la información que ha publicado la prensa panameña en cuanto a la alegada investigación criminal en contra de su Presidente el Sr. Oscar Rivera Rivera. Durante reuniones extraordinarias celebradas, el representante de Omega Engineering, LLC, el Sr. Frankie López, Gerente de Operaciones ha informado que no ha recibido información de manera "oficial" de que la empresa o su Presidente sean objeto de una investigación criminal por el Ministerio Fiscal de Panamá.

Cabe mencionar, que el pasado 19 de agosto de 2015, recibimos una solicitud de los licenciados Ramón Olivencia Gayá y Wilma Reverón Collazo para que se decrete la rescisión del Contrato de Construcción a base de la información publicada por la prensa panameña, lo dispuesto a esos efectos en el referido contrato y el Art. 4 de la Ley Núm. 458.

Hemos realizado gestiones por parte de nuestros abogados para tratar de obtener una verificación de la existencia o no de la investigación en contra del Sr. Rivera Rivera, no obstante han resultado infructuosas a la fecha. El personal de la División de Delincuencia Organizada solo confirma que existe una investigación en curso contra al menos 12 personas por el delito contra el orden económico, en la modalidad de "blanqueo de capitales" pero se han negado a brindar información sobre el nombre de las personas que son objeto de la investigación.

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ordenado el embargo de \$500 mil depositados en cuentas pertenecientes a Omega Engineering, Inc. y otra empresa relacionada, PR Solutions, SA. De acuerdo con publicado en prensa, Omega Engineering, Inc. giró **\$2 millones** a favor del exmagistrado Moncada Luna, quien figuraba como Presidente de la Corte Suprema en esos momentos, y que la Contraloría General de la República comprobó que fueron obtenidos de manera injustificada. Alegadamente, Omega Engineering, Inc. recibió de la Corte Suprema un contrato de \$16.4 millones para la construcción de un proyecto de construcción conocido como "Ciudad Judicial de Panamá Oeste".

Los artículos de prensa indican que Omega Engineering facturó, al menos, unos **\$100 millones** en proyectos de construcción planificados también por otros funcionarios, como el hoy exministro de Salud, Franklin Vergara, cuyo ministerio le adjudicó la construcción de varios Minsa-Capsi, valorados en decenas de millones de dólares.

<sup>2</sup> Véase diario La Prensa, artículo: Investigación Por Supuesto Lavado de Dinero, Fiscal Ordena Más Arrestos de 2 de septiembre de 2015 de Juan M. Díaz. Véase, [http://impresa.prensa.com/panorama/fiscal-ordena-arrestos\\_0\\_4291820828.html](http://impresa.prensa.com/panorama/fiscal-ordena-arrestos_0_4291820828.html)

En virtud de lo anterior, solicitamos la asistencia del Departamento de Justicia a los efectos de asistir en la medida posible, a obtener confirmación oficial de si en efecto el Sr. Oscar I. Rivera Rivera es objeto de una investigación criminal y/u orden de arresto, la fecha en que se inició dicha investigación criminal y los delitos por los que se realiza dicha investigación o acusación. En consecuencia podremos determinar si es necesario tomar alguna acción según requiere la Ley Núm. 458 y descargar los deberes y las obligaciones que nos impone dicho estatuto.

Estoy a su disposición para discutir este asunto a su conveniencia. Agradeciendo su cooperación, quedo de usted.

Cordialmente,

A handwritten signature in blue ink, appearing to be 'Grace M. Santana Balado', written in a cursive style.

Grace M. Santana Balado  
Directora Ejecutiva

14 de septiembre de 2015

**ENTREGADO A LA MANO**

Lcda. Grace M. Santana Balado  
Directora Ejecutiva  
Autoridad para el Financiamiento  
de la Infraestructura de Puerto Rico  
268 Ave. Muñoz Rivera  
Edificio World Plaza, Suite 1200  
San Juan PR

**Re: Contrato Núm. 2015-000209; Paseo Puerta de Tierra - Fases III y IV**

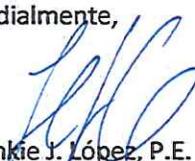
Estimada licenciada Santana:

OMEGA ENGINEERING, LLC (en adelante, "OMEGA") acusa recibo de su carta con fecha del 7 de septiembre recibida en nuestras oficinas el 10 de septiembre, la cual solicita cierta información en conexión al Artículo 8 del contrato de referencia (en adelante, "el Contrato"). Nuestra posición con respecto a las obligaciones impuestas por el mencionado Artículo 8, es que OMEGA ha cumplido cabalmente con las mismas. No empecé a eso y en un ánimo de transparencia y cooperación con su digno despacho, adjunto incluimos una declaración jurada certificando lo antes expresado.

De conformidad al segundo párrafo del Artículo 8, reconocemos y reiteramos nuestra obligación de informar cualquier cambio en el estatus de OMEGA con relación a los cargos incluidos en dicho artículo. Con respecto a sus preguntas relacionadas al señor Oscar I. Rivera, nos limitamos a reiterar que las representaciones hechas por OMEGA en cuanto a sus socios, asociados, oficiales, empleados y agentes, como parte del Contrato, son correctas y precisas a su fecha.

De igual manera, certificamos que el Contrato fue adjudicado y otorgado de conformidad a la Ley 456 del 20 de diciembre de 2000, según enmendada por la Ley 426 del 22 de septiembre de 2004. Por último, confirmamos que la sociedad OMEGA ENGINEERING, INC. no es socia, asociada, oficial, empleada y/o agente de OMEGA, en lo que compete al Contrato.

Cordialmente,



Frankie J. López, P.E.  
Gerente de Operaciones



T. 787.793.6100  
F. 787.782.7305  
PO Box 363823  
San Juan, PR  
00936-3823

SWORN STATEMENT

The undersigned, a U.S. citizen, of legal age, single, engineer by profession and resident of San Juan, Puerto Rico, as duly authorized representative of OMEGA ENGINEERING, LLC (hereinafter, "OMEGA"), due solemnly swear:

- 1. My circumstances are the aforementioned.
2. OMEGA certifies and guarantees that at the time of the execution of the "Agreement for Construction between Puerto Rico Infrastructure Financing Authority (hereinafter, "PRIFA") and OMEGA for "PASEO PUERTA DE TIERRA, FASES III Y IV EN EL MUNICIPIO DE SAN JUAN" Contract No. 2015-000209" (hereinafter, the "Contract"), OMEGA, its partners, associates, officers, employees and agents had not been convicted, or had any knowledge of an investigation against them, in either a civil or a criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property.
3. OMEGA certifies that as of this date, it has not been convicted, or has any knowledge of an investigation against it, in either a civil or a criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property.
4. OMEGA acknowledges that if its status with regards to the charges described in the previous paragraph changes at any time during the term of the Contract, it shall notify PRIFA immediately.
5. OMEGA further certifies that, in connection to the Contract, it has fully complied with the requirements of "Ley Número 458 del año 2000", as amended by "Ley Número 428 del año 2004".

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are complete and true to the best of my knowledge and belief.

IN WITNESS WHEREOF, I sign this present in San Juan, Puerto Rico, this 15 day of September, 2015.

OMEGA ENGINEERING, LLC

By: [Signature]
Frankie J. López

AFFIDAVIT NO. -6,916-

Sworn and subscribed to before me by Frankie J. López, of legal age, single, engineer by profession and resident of the San Juan, Puerto Rico as Authorized Officer of OMEGA ENGINEERING, LLC., personally known to me in San Juan, Puerto Rico this 15th day of September, 2015.

Notary Public stamp for Carlos Manuel Mesa, abogado. Includes a QR code and a yellow seal with text: 9397, 08/25/2015, \$5.00, \$5 Sello Asistencia Legal, 52157-2015-0825-4888299.