

ESTADO LIBRE ASOCIADO DE PUERTO RICO GOBIERNO MUNICIPAL CEIBA, PUERTO RICO

CONTRATO NÚMERO: 2022-000074B

CONTRATISTA: LM.R. CONTRACTORS & SERVICES, INC.

PARTIDA NÚM.: 02-04-04-9462 – REPARACIÓN Y MANTENIMIENTO DE ESTRUCTURAS; ID. REPAVIME

CANTIDAD: \$ 1,241,970.00

CONTRATO DE CONSTRUCCIÓN

Contrato Número: 2022-000074B

En la ciudad de Ceiba, Puerto Rico a 30 de junio de 2022.

COMPARECEN

DE LA PRIMERA PARTE: EL GOBIERNO MUNICIPAL DE CEIBA, Puerto Rico, representado en este acto por su Alcalde, SAMUEL RIVERA BÁEZ; quien es mayor de edad, casado y vecino de Ceiba, Puerto Rico, en adelante denominado como LA PRIMERA PARTE.

DE LA SEGUNDA PARTE: I.M.R. CONTRACTORS & SERVICES, INC., representado por su vicepresidente el señor HÉCTOR J. MARRERO NÚÑEZ, mayor de edad, soltero, vecino de San Juan, Puerto Rico, contratista de profesión, denominado de aquí en adelante como LA SEGUNDA PARTE.

AMBAS PARTES aseguran tener la capacidad legal necesaria para otorgar el presente acuerdo y en tal virtud, libre y voluntariamente.

LKM

EXPONEN

PRIMERO: En reunión celebrada el 7 de junio de 2021, mediante la Resolución Núm. 9, la Honorable Junta de Subasta del Municipio de Ceiba adjudicó la Buena Pro de varios artículos de la Subasta 2021-22-01 — Renglón L: "Compra de Asfalto Tirado, Compactado y Escarificación" y Renglón M: "Construcción de Aceras, Encintados y Badenes o Cunetones en Áreas Designadas por el Municipio" a favor de LA SEGUNDA PARTE, según se detalla en la Notificación de Adjudicación con fecha del 10 de junio de 2021 y en la Notificación de Adjudicación con fecha del 26 de octubre de 2021. La vigencia de la subasta 2021-22-01 es hasta el 30 de junio de 2022.

SEGUNDO: Que LA PRIMERA PARTE tiene la necesidad de realizar trabajos repavimentación, remoción de gatas, escarificación y construcción de badenes en múltiples comunidades del Municipio de Ceiba por lo que contrata a LA SEGUNDA PARTE para que ejecute la construcción de dicha obra.

TERCERO: Que LA PRIMERA PARTE formalizó el 29 de junio de 2022 un Memorando de Entendimiento (MOU, por sus siglas en inglés) con la Autoridad de Redesarrollo de los Terrenos y Facilidades de la Estación Naval Roosevelt Roads (LRA, por sus siglas en inglés), para llevar a cabo un proyecto de pavimentación y rehabilitación de carreteras que representa un aspecto importante para el éxito del redesarrollo de la comunidad Roosevelt Roads en general (Véase Anejo 1).

CUARTO: Que el LRA tiene la necesidad de que el trabajo requerido para el proyecto de pavimentación y rehabilitación de carreteras sea completado, en o antes, del 30 de septiembre de 2022 y que dicha necesidad es la razón principal para la otorgación de este ADDENDUM.

QUINTO: Que LAS PARTES convienen el otorgamiento de este ADDENDUM para el contrato

2022-000074A, otorgado el día 21 de marzo de 2022 para los servicios de la Subasta General 2021-22-01 -Renglón L: "Compra de Asfalto Tirado, Compactado y Escarificación" y Renglón M: "Construcción de Aceras, Encintados y Badenes o Cunetones en Áreas Designadas por el Municipio", a fines de que se aumente la cuantía y se adquieran los servicios necesarios para el proyecto de pavimentación y rehabilitación de carreteras, contemplados en el MOU formalizado con el LRA, y en tal virtud acuerdan las siguientes enmiendas:

SE ENMIENDAN LAS CLÁUSULAS Y CONDICIONES UNO, DOS, TRES Y CINCO Y SE AÑADEN LAS CLÁUSULAS Y CONDICIONES VEINTINUEVE HASTA LA TREINTA Y SEIS:

CLÁUSULAS Y CONDICIONES

-----UNO: SERVICIOS - Que LA PRIMERA PARTE contrata a LA SEGUNDA PARTE para llevar a cabo dentro de los límites del Municipio de Ceiba, Puerto Rico, los siguientes trabajos:

1. Labores de escarificación desde una pulgada (1") hasta cuatro pulgadas (4").

2. Tirada de asfalto 5B o S1 compactado a uno punto cinco pulgadas (1.5"), dos pulgadas (2"), y dos puntos cinco (2.5") pulgadas de espesor.

3. Limpieza de orillas.

- 4. Remoción de gatas en carreteras.
- 5. Levantamiento de tapas (manholes)
- 6. Tirada de mogolla regular y A24
- 7. Tirada de material A1A
- 8. Construcción de badenes.
- 9. Labores descritas en las especificaciones y planos preparados por el arquitecto Integra Group, PSC. (Véase Anejo 2).
- 10. LA SEGUNDA PARTE se compromete a cumplir con lo estipulado en el MOU adjunto a este ADDENDUM como Anejo 1.
- 11. LA SEGUNDA PARTE tendrá un plazo máximo de cinco (5) días laborables para iniciar los trabajos luego de recibir la orden de servicio.
- 12. Todo el material, equipo, mano de obra, seguridad, y cualquiera otro que se requiera, para realizar en su totalidad los trabajos descritos en este Contrato será suplido por LA SEGUNDA PARTE.
- 13. LA SEGUNDA PARTE se compromete a mantener el área de trabajo limpia, segura y velará porque los trabajos no afecten la seguridad y sana convivencia de la comunidad del pueblo de Ceiba y sus visitantes.
- 14 Garantia.

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a. LA SEGUNDA PARTE garantiza la obra por un periodo de un (1) año después de la inspección final y la aprobación de LA PRIMERA PARTE. Si durante ese periodo se encuentra algún defecto de construcción o incumplimiento con alguna de las especificaciones LA SEGUNDA PARTE reparará la misma sin costo alguno para LA PRIMERA PARTE. Dicha reparación será garantizada por un periodo de un (1) año luego de aceptada por LA PRIMERA PARTE.

-DOS: MÉTODO DE PAGO Y FACTURACIÓN - LA PRIMERA PARTE compensará a LA SEGUNDA PARTE por los servicios mencionados en la cláusula primera, según lo establecido en el Anejo 3.

LA SEGUNDA PARTE será compensada hasta un máximo de UN MILLÓN DOSCIENTOS CUARENTA Y UN MIL NOVECIENTOS SETENTA DÓLARES CON CERO CENTAVOS (\$ 1,241,970.00) ADICIONALES durante la vigencia de este ADDENDUM, según sean facturados mensualmente a razón de lo siguiente:

Labor	Cantidad	Unidad	C/U	Cuantía
	28800	SM	\$2.50	\$72,00.00
Cleaning & Grubbing		SM	\$13.00	\$901,680.00
Asfalto 2"Carpeta – Hot plant Mix Bituminous	69360	21/1	\$15.00	\$701,000.00
Concrete Pavement S(50) (38)			212.00	01.60.200.00
Clod Miling – Carpeta de Rodaje (incluye pads de	3527.0834	CuM	\$48.00	\$169,300.00
hormigón)			010.00	#10 550 00
Full Depth Removal – Asphalt Pavement	386.4583	CuM	\$48.00	\$18,550.00
Asfalto – 4" BB – Hot Plant Mix Bituminous Concrete	2440	SM	\$26.00	\$63,440.00
Pavement B (50) (1) Aggregate Base Course – (2440 SM @ 6" Depth)	210	CuM	\$30.00	\$6,300.00
Aggregate Base Course - (2440 Sivi (a) 6 Depth)	250	CuM	\$30.00	\$7,500.00
Shoulders as per General Details – Up to 30cm Safety	230	Cuivi		
Edge		<u></u>	TOTAL	1,238,770.0
			IOIVE	1,230,770.0

- b. Rotulación \$3,200
 - a. Rótulo de Proyecto (8x4) 1,200.00
 - b. Rótulo de Fondos Federales (16x8) 2,000.00
- c. No se pagará ninguna suma por los servicios objeto de este contrato en exceso de dicha cantidad.
- d. Toda factura por servicios profesionales prestados a LA PRIMERA PARTE deberá presentarse de forma detallada, específica y desglosada con relación a la fecha, las tareas realizadas en cada fecha y horas invertidas en cada asunto. Deberá incluir en cada factura la totalidad de la cuantía y la cuantía en honorarios y horas que le quedan disponibles conforme este contrato.
- e. LA PRIMERA PARTE revisará detalladamente la corrección de dicha factura y de encontrarla adecuada, la aprobará y procesará para pago. LA PRIMERA PARTE procederá entonces a pagar la misma siempre que los referidos servicios hayan sido certificados por un funcionario autorizado de LA PRIMERA PARTE.
- f. LA PRIMERA PARTE se reserva el derecho de que un asesor interno revise y cuestione los servicios, la corrección de las facturas y de efectuar las auditorías que estime convenientes.
- g. LA SEGUNDA PARTE certifica y se compromete a cumplir con lo establecido en el Artículo 3.2 (e) de la Ley 2 del 4 de enero de 2018, en la cual se establece que en todas las facturas que someta LA SEGUNDA PARTE por servicios al Gobierno de Puerto Rico se incluya una certificación sobre la ausencia de intereses por parte de los funcionarios y empleados de LA PRIMERA PARTE en las ganancias o beneficios producto del presente contrato, según dispuesto en dicha Ley. Reconoce, además, que LA PRIMERA PARTE no podrá pagar facturas que no contengan dicha certificación. A esos efectos, toda factura para el cobro de bienes o servicios que se presente ante LA PRIMERA PARTE deberá contener la siguiente certificación:

"Bajo pena de nulidad absoluta certifico que ningún servidor público del Municipio de Ceiba es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura, y de ser parte o tener interés en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado del Municipio de Ceiba. El importe de esta factura es justo y correcto. Los trabajos han sido realizados, los productos han sido entregados y los servicios han sido prestados, y no se ha recibido pago por ellos."

----TRES: <u>VIGENCIA</u> – Este ADDENDUM tendrá una vigencia desde el <u>30 de junio de 2022 hasta el 30</u> de septiembre de 2022. Se incluyen cartas de adjudicación de subasta como Anejo 4.

----CINCO: <u>DISPONIBILIDAD DE FONDOS</u> — Este contrato será pagado de la **Partida Número** 02-04-04-9462 — REPARACIÓN Y MANTENIMIENTO DE ESTRUCTURAS; ID. REPAVIME

TINUEVE: INFORMES: LA SEGUNDA PARTE, en aquellos casos que aplique, se compromete a rendir un informe de las labores realizadas y las horas invertidas al amparo de este Contrato.

acquisition threshold of \$150,000.00, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.

La SEGUNDA PARTE, debe presentar un endoso de responsabilidad a favor de LA PRIMERA PARTE

----TREINTA Y UNO: <u>CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS</u> <u>UNDER FEDERAL AWARDS</u>

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

i. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation

any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - i. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay o City on demand al l costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other
 - ii. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term here of, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- If this contract constitutes a federally assisted construction C. Equal Employment Opportunity. contract" as defined in 41 C. F. R. § 60 - 1.3, during the performance of this contract, Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that appl i cants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - iv. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided

- advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Contractor will include the provisions of this Section C (i to viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - Provided, however, that in the event a Contractor becomes involved in, or is threatened
 with, litigation with a subcontractor or vendor as a result of such direction by the
 administering agency, the Contractor may request the United States to enter into such
 litigation to protect the interests of the United States.
 - The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- D. Davis-Bacon Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:
 - i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - ii. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor will be made available upon request. The city will report all suspected or reported violations to FEMA.
 - iii. Additionally, Contractor is required to pay wages not less than once a week.
- E. Contract Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:
 - i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which e or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours such workweek.
 - ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - iii. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
 - iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.
- F. Rights to Inventions. If the funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by Federal Government.
- G. Clean Air Act and the Federal Water Pollution Control Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

i. Clean Air

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the

- Federal Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agency.

ii. Federal Water Pollution Act.

- 1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agency.
- H. Suspension and Debarment. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F. R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The Contractor must comply with subpart C and 2 C.F.R. pt. 3000, subpart C, requirement to comply with these regulations covered transaction it enters into 2 C.F.R. pt. 180, and must include a in any lower tier covered transaction it enters to.
 - iii. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Certification.

- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti -Lobbying Amendment, 31 U.S.C. § 1 35 2, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient who in turn will forward the certification(s) to the awarding agency.
- ii. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the certification regarding lobbying.

Procurement of Recovered Materials.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.



- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-opg-program
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

K. Copeland Anti-Kickback Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

- i. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C.§ 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

L. Contract Changes or Modifications.

- i. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one o more of the following:
 - 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - 2. Method of shipment or packing.
 - 3. Place of delivery.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- iii. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- iv. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- v. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- M. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.
- N. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.
- O. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- P. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Antinutritive Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- Q. Contract Requirements. This contract may be eligible for Federal Agency funding. Federal Government requires inclusion of the following contract provisions for procurement under exigent or

emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

R. The Federal Government in not a party to the contract and is not subject to any obligations or liability to any party under the contract.

S. Local Participation

The Municipality encourages Proposers to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Staff to the greatest extent possible. Proposers are encouraged as part of this contract to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

T. Minority and Women Owned Business

The work to be performed under this contract shall be subject to the regulations set forth in the C.F.R. §200.321 that require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with the Federal Government financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, minority-owned business enterprises (MBEs), WBEs, (together M/WBEs), and labor surplus area businesses participate in contracting.

The Municipality recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of the contracts. All participating entities engaged with the Federal Government must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of MBE/WBE's subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation.

TREINTA Y DOS: AVISOS — Todos los avisos y solicitudes requeridas o permitidas bajo este contrato serán por escrito y entregados personalmente a una de las personas abajo indicadas, enviados por correo registrado o certificado con franqueo pagado, o por servicio urgente de entregas como Federal Express, UPS, etc., a una de las personas y en las direcciones abajo indicadas. Cualquier aviso o solicitud enviado en la forma descrita será considerado como recibido en la fecha de entrega o rechazo, según sea el caso, establecido en la devolución. Dichos avisos serán entregados o dirigidos como se describe a continuación:

PRIMERA PARTE: Hon. Samuel Rivera Báez

Alcalde Municipio de Ceiba P.O. Box 224 Ceiba, P.R. 00735

SEGUNDA PARTE: Juan Carlos Rivera del Valle

Presidente
Urb. Bosque Llano
719 Calle Almendro
Sen Language B.R. 00754

San Lorenzo, P.R. 00754-9981

——TREINTA Y TRES: <u>PENALIDADES POR ATRASOS</u>: De LA SEGUNDA PARTE no culminar la totalidad de los trabajos, se establecen daños líquidos a razón de cien dólares (\$100.00) diarios. Entiéndase, LA SEGUNDA PARTE será responsable y pagará al LA PRIMERA PARTE la suma de cien (\$100.00) dólares diarios por retraso en los servicios hasta un máximo de \$10,000 dólares. LA PRIMERA PARTE podrá deducir los daños líquidos de cualquier pago debido a LA SEGUNDA PARTE.

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----TREINTA Y CUATRO: Todas y cada una de las disposiciones legales y cláusulas requeridas por ley para ser incorporadas en este contrato se considerarán así incorporadas en este documento y el contrato se leerá y ejecutará como si se incluyera en este documento, y si, por error o no, dicha disposición no fue incorporada, o no se incorporó correctamente, luego a solicitud de cualquiera de las partes, el contrato se modificará de inmediato fisicamente para realizar dicha inserción o corrección.

----TREINTA Y CINCO: <u>TERMINACION SUSTANCIAL</u> – LA SEGUNDA PARTE alcanzará la terminación sustancial de los trabajos contratados dentro del término dispuesto en la programación aprobada por las partes y, procederá a solicitar de LA PRIMERA PARTE una inspección de los trabajos en preparación para la aceptación final de los mismos.

----TREINTA Y SEIS: <u>INSPECCION FINAL</u>: En el término no mayor de siete (7) días del recibo de la solicitud de inspección de los trabajos, contados a partir de que LA SEGUNDA PARTE notifique haber alcanzado terminación sustancial, LA PRIMERA PARTE notificará una lista de trabajos menores no completados o deficientes que impidan la aceptación final de la obra. LA SEGUNDA PARTE a partir del recibo de dicha lista, tendrá el término de treinta (30) días para corregir o terminar los mismos y someter la obra para inspección final de LA PRIMERA PARTE.

Al recibo de la certificación de terminación final de la obra, será liberado a favor de LA SEGUNDA PARTE, cualquier fondo que se le haya retenido y comenzará a regir el término de toda garantía sobre los equipos suplidos y la obra ejecutada bajo la responsabilidad de LA SEGUNDA PARTE.

ACEPTACIÓN

----TAL ES EL ADDENDUM, que las partes formalizan y por encontrarlo conforme y de acuerdo a sus instrucciones y deseos, estampan sus iniciales en cada una de las páginas de este Contrato y sus firmas en la última página en señal de aprobación, obligándose así a su más fiel cumplimiento.

----En testimonio de lo cual, los comparecientes lo suscriben en Ceiba, Puerto Rico, hoy 30 de junio de 2022.

HÉCTOR J. MARRERO NÚÑEZ

CONTRATISTA S.S.P. 660-81-3276 KM HM 3.4 ETERA 181 BO. QUEMADO

CARRETERA 181 BO. QUEMADO SAN LORENZO, P.R. 00754

Tel. 787-410-5346

SAMUEL RIVERA BÁEZ

ALCALDE S.S.P.: 660-43-3631 PO BOX 224

CEIBA, PUERTO RICO 00735 TEL.: 787-885-2180

AUTORIZACIÓN PARA LA CONTRATACIÓN DE SERVICIOS CON CARGO AL FONDO GENERAL O FONDOS PARA PROYECTOS ESPECIALES

Certifico que la cuenta indicada dispone de los fondos para cubrir la acción propuesta:

Solicitado por:

Moira G. Rivera Rivera, Secretaria Municipal

Número de Cuenta:

02-04-04-9462 – REPARACIÓN Y MANTENIMIENTO DE ESTRUCTURAS; ID. REPAVIME

Costo Total:

\$ 1,241,970.00

Verificado por el Departamento de Finanzas para fines de disponibilidad de fondos.

Margarita Meléndez Martínez Directora de Finanzas 30 de junio de 2022

Fecha



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MEMORANDUM OF UNDERSTANDING

FIRST PARTY: ROOSEVELT ROADS NAVAL BASE LANDS FACILITIES REDEVELOPMENT AUTHORITY (LRA) is a public corporation of the Commonwealth of Puerto Rico created by Law No.508 of September 2004, as amended, represented herein by its Acting Executive Director, Arq. Nilda Marchán, and,

SECOND PARTY: The Municipality of Ceiba (TMC), represented herein by Samuel Rivera Báez, in his capacity as Mayor of Ceiba Municipality (hereinafter referred to as the "Municipality/Lessee").

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WITNESSETH

WHEREAS, Act No. 508 of 29 September 2004, as amended, authorizes the Authority to contract the services necessary to perform its programmatic functions;

WHEREAS, The LRA, in compliance with its Roosevelt Roads redevelopment obligation, is in the projects;

WHEREAS, Paving and rehabilitating the roads of the Roosevelt Roads site, including Roads Tarawua, Bennington, Valley Forge, Langley Dr., FDR Dr. is one of those projects which represent an important aspect in the success of the redevelopment projects in general;

WHEREAS, TMC and LRA have agreed to enter into this Memorandum of Understanding (MOU) for the ROAD PAVEMENT AND REHABILITATION PROJECT Roosevelt Roads (The Work). The term "Work" means the construction and services required by the Contract Documents (cited below), and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor selected by TMC to fulfill the Contractor's obligations.

NOW, THEREFORE, the parties hereto agree as follows:





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TERMS AND CONDITIONS

<u>ONE</u>: The parties agree that the purpose of this MOU is for TMC to procure a Construction Contract for The Work for which the LRA will provide assigned funds for from CAPPEX. In procuring and executing the Construction Contract TMC will comply with all state and federal laws and will so certify it to the LRA.

TWO: TMC agrees that it will include in the terms of the Construction Contract for the Work the following language (items 1-32) below. TMC also agrees that during the actual construction, it will assign the appropriate personnel to assure and guarantee the LRA as to the following:

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The Contractor selected by TMC shall complete the Work described in the Contract Documents for the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contract Documents consist of:

- a. the Construction Agreement signed by TMC and Contractor;
- b. the drawings and specifications prepared by the Architect (Integra Group, PSC) dated and enumerated as submitted to TMC by the LRA
- c. the bid proposal dated May 27 2022;
- d. bid documents
- 2. The Contract Time will be the number of calendar days available to the Contractor to substantially complete the Work.
- 3. The date of commencement shall be no later than July 29, 2022.
- 4. The Contract shall include all mandatory clauses required by the Office of the Comptroller of Puerto Rico.





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- The Contractor shall achieve Substantial Completion of the entire Work no later than September 30, 2022. This time limit is of the essence of the Contract. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so TMC can utilize the Work for its intended use. When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify TMC and TMC will make an inspection to determine whether the Work is substantially complete. When TMC determines that the Work is substantially complete, TMC shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and start of Warranties required by the Contract Documents.
- 6. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. The Contract Sum is limited to a lump sum of one million five hundreds twenty thousand three hundreds twenty-five dollars (\$1,520,325.00). This is the total amount payable by TMC to the Contractor for performance of the Work under the Contract Documents. No change orders will be accepted. However, TMC, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents the Contract Sum and Contract Time could be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or causes beyond the Contractor's control, the Contract Time could also be subject to equitable adjustment.
- 7. For purposes of payment, the Contract Sum includes the following values related to portions of the Work: REFER TO ADDENDUM I (Bid Proposal Dated May 27th, 2022).
- 8. Unit prices, if any, are as follows: REFER TO ADDENDUM I (Bid Proposal Dated May 27th, 2022).
- 9. Based on Contractor's Applications for Payment certified by TMC, the LRA shall pay TMC, in accordance with the terms establish in this MOU.
- 10. The Contractor shall maintain the following types and limits of insurance until the tion of the period for correction of Work subject to the terms and conditions set



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- a. Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$1,000,000.00) each occurrence, (\$1,000,000.00) general aggregate, and (\$1,000,000.00) aggregate for products- completed operations hazard.
- b. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- c. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under a & b above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

- 11. Prior to commencement of the Work, The Contractor shall provide certificates of insurance showing their respective coverages.
- 12. This MOU represents the entire and integrated agreement between the LRA and TMC and supersedes prior negotiations, representations or agreements, either written or oral. The MOU may be amended or modified only by a written and signed modification.
- 13. TMC shall obtain and pay for necessary permits, approvals, easements, assessments, and charges.
- 14. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

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- 15. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the TMC to commence and continue correction of such default or neglect with diligence and promptness, TMC may, without prejudice to other remedies, correct such deficiencies. In such case, the LRA may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the LRA for the cost of correction, provided the actions of the LRA and amounts charged to the Contractor were approved by the LRA.
- 16. Execution of the Work by the Contractor selected by TMC is a representation that said Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 17. The Contractor selected by TMC shall carefully study and compare the Contract Documents with each other and with information furnished by TMC. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to TMC.
- 18. The Contractor, promptly after being awarded the Contract, shall prepare and submit for FMC information a Contractor's construction schedule for the Work which will be in accordance with the completion time agreed.
- 19. The Contractor selected by TMC shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- 20. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- 21. The Contractor warrants to TMC that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality

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required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

- 22. The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 23. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify TMC in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.
- 24. The Contractor selected by TMC shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the LRA.
- 25. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.
- To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless TMC, the LRA and its consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 27. The Contractor shall submit to TMC an itemized Application for Payment for Work completed in accordance with the values stated in the Construction Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as an invariant of the contractor's right to payment as an invariant of the contractor's right to payment as an invariant of the contractor's right to payment as a contractor of the contractor's right to payment as a contractor of the contracto

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<u>subcontractors and suppliers.</u> Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by TMC, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 28. TMC will, within ten days after receipt of the Contractor's Application for Payment, either (1) issue to the LRA a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the LRA a Certificate for Payment for such amount as TMC determines is properly due, and notify the Contractor and LRA in writing of TMC's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and LRA of TMC's reason for withholding certification in whole.
- 29. After TMC has received a Certificate for Payment, it shall make payment in the manner provided in the construction contract.
- 30. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from TMC, an amount determined. Neither the LRA nor TMC shall have responsibility payments to a subcontractor or supplier.
 - Upon receipt of a final Application for Payment, TMC will inspect the Work. When TMC finds the Work acceptable and the Contract fully performed, it will promptly issue a final Certificate for Payment for LRA's payment. Final payment shall not become due until the Contractor submits to TMC releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.
- 32. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

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33. The Contractor shall promptly correct Work rejected by TMC as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

<u>FIVE</u>: The parties agree that the Contract Sum stated in this MOU, including authorized adjustments, is the total amount payable by the LRA to TMC for performance of the Work. TMC warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the LRA shall, to the best of TMC's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the LRA's interests.

SIX: TMC shall submit to the LRA an itemized Application for Payment for Work completed in accordance with the values stated in the Construction Agreement. The Application shall be supported by data substantiating TMC's right to payment as the LRA's may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the LRA, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

<u>SEVEN:</u> TMC will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the LRA a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the LRA a Certificate for Payment for such amount as TMC determines is properly due, and notify the Contractor and LRA in writing of the TMC's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and LRA of TMC's reason for withholding certification in whole.

<u>EIGHT</u>: After TMC has issued a Certificate for Payment, the LRA shall make payment in the manner provided in this MOU. <u>LRA will not pay any certificates for payments that, according to the LRA's representative, do not conform to the contract documents and this MOU. TMC shall promptly pay The Contractor upon receipt of payment from the LRA, an amount determined in accordance with</u>

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the terms of the applicable construction contract. Neither the LRA nor TMC shall have responsibility for payments to a subcontractor or supplier.

NINE: When TMC's Contractor believes that the Work or designated portion thereof is substantially complete and has notified TMC, TMC will notify the LRA to make an inspection to determine whether the Work is substantially complete. When the LRA determines that the Work is substantially complete, TMC shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and start of Warranties required by the Contract Documents.

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TEN: Upon receipt of a final Application for Payment, TMC will notify the LRA to inspect the Work. When the LRA finds the Work acceptable and the Contract fully performed, TMC will promptly issue a final Certificate for Payment. Final payment shall not become due until the Contractor submits to TMC and TMC to the LRA releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

<u>ELEVEN</u>: With the objective of facilitating the cooperation envisioned in this MOU, the PARTIES will appoint a person to represent them. This Representative will be in charge of providing administration to the terms of this MOU. The Representatives of each Party are:

- a. For TMC: Mr. Samuel Rivera Baez, Acting major of the municipality; Email: alcaldia@ceiba-pr.com, Phone: (787) 885-2180; Address: Po Box 224, Ceiba P.R. 00735-0224
- b. For the LRA: Ing. Ramón Lizardi, LRA Director of Facility Management & Operations; ramon.lizardi@lra.pr.gov; 787-705-7188; Address:355 FD Roosevelt Ave. Of. 106 Hato Rey, PR 00918

TWELVE: DISPUTE RESOLUTION



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In case any dispute or difference shall arise between the parties hereto involving or relating to any matter arising under this MOU, the PARTIES shall meet and attempt in good faith to resolve any such dispute by means of simple mediation which process will be guided by the purpose of this MOU. If no resolution is possible the parties will be free to litigate the matter in the Court of First Instance of Fajardo.

THIRTEEN: TERM AND TERMINATION

Either party shall have the right to unilaterally terminate this agreement, with or without cause, upon 30 days prior written notice to the other party. However, no such early termination, whether mutual or unilateral, shall affect the obligations of the participants under any agreement or confidentiality clause herein, which obligations shall survive any such termination.

FOURTEEN: AMENDMENT

This MOU may be amended or supplemented only in writing and signed by both parties.

FIFTEEN: NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person, by email or by certified mail, return receipt requested, to the address set forth Paragraph TEN (10) or to such other address as one party may have furnished to the other in writing.

SIXTEEN: FOLLOW-UP MECHANISM

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.



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SEVENTEEN: GOVERNING LAW

The PARTIES agree that this MOU and any disputes arising under or in any way connected with the subject matter or formation of this MOU shall be governed by and construed in accordance with the law of the Commonwealth of Puerto Rico. Each party submits to the exclusive jurisdiction of the courts of the Commonwealth of Puerto Rico in relation to any disputes or other matters arising out of or in connection with this MOU.

EIGHTEEN: TORTS CLAUSE

TMC consents and agrees to exempt and exonerate the LRA and all of its agents, employees, consultants, members of its Board from any responsibility in the case of any judicial or extrajudicial claim when said claims are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of TMC, its agents or employees, and when any resulting damages shall have occurred totally or partially during the realization of this agreement.

NINETEEN: NON-DISCRIMINATION CLAUSE

The PARTIES certify that they will not discriminate on account of sex, age, race, color national origin, social condition, physical or mental impairment, political or religious beliefs, or status in employment contracting or subcontracting practices called for by this agreement.

TWENTY: INDEPENDENT CONTRACTOR CLAUSE

The PARTIES agree that they, their designees, and their assigns are acting as independent contractors and not as an agents, partners, employees, nor joint venture party of the other party to this MOU.

TWENTY ONE: TOTALITY OF COVENANT

This document contains the only covenants and pacts entered by the PARTIES regarding the Work. Any other expression, representation, written or verbal is hereby declared void and null. For any





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alteration, modification, or extension of the terms and conditions of this MOU to be valid, the same must be executed in writing and authorized by the signing parties.

Any act done in disregard of the above statement will be void and will not create any kind of obligation between the signing parties or as it may regard any third party that intends to act or benefit of any amendment or modification before it is incorporated in writing into the terms of this MOU.

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BY SIGNING BELOW, the PARTIES, acting by their duly authorized officers, have caused this Memorandum of Understating to be executed, effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have signed this MOU on the 29th day of June 2022.

ROOSEVELT ROADS NAVAL BASE LANDS AND FACILITIES

REDEVELOPMENT AUTHORITY

Nilda Marchán Executive Director EIN#660-66-1048 MUNICIPALITY OF CEIBA, PUERTO RICO.

Samuel Rivera Báez
Acting as Major of the Municipality of Ceiba
EIN#660-43-3631



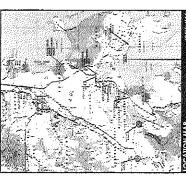
PAVEMENT REHABILITATION AT ROOSEVELT ROADS DEVELOPMENT CEIBA & NAGUABO, PUERTO RICO

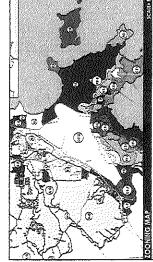
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BID SET DRAWINGS APRIL 12, 2022

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SET ISSUE DATE

SCHEDULE OF DRAWINGS

SHEET NO.

HOT/2-HOT/3 HOT/4 FR/1-FR/17 TS/1-TS/2

SET ISSUE DATE

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ANNUELL, 2021

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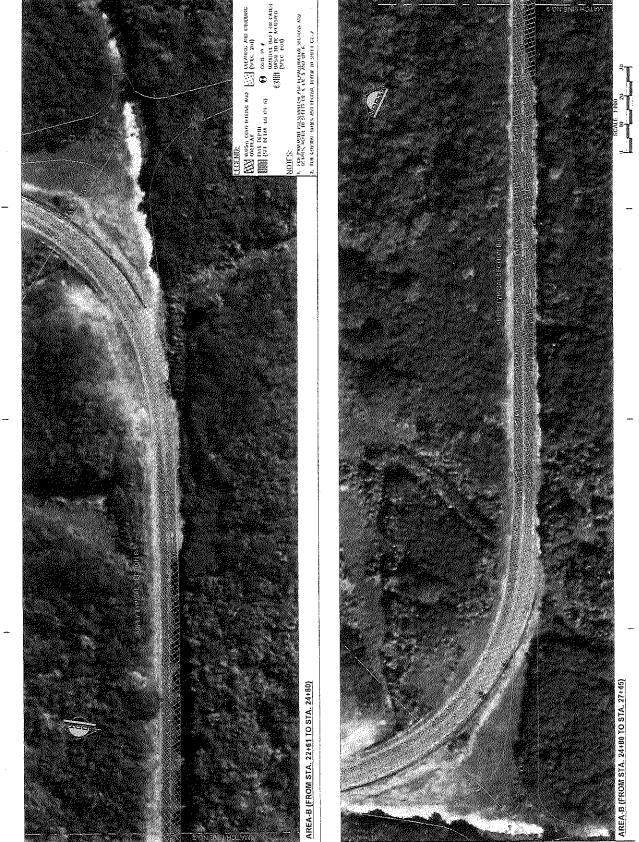
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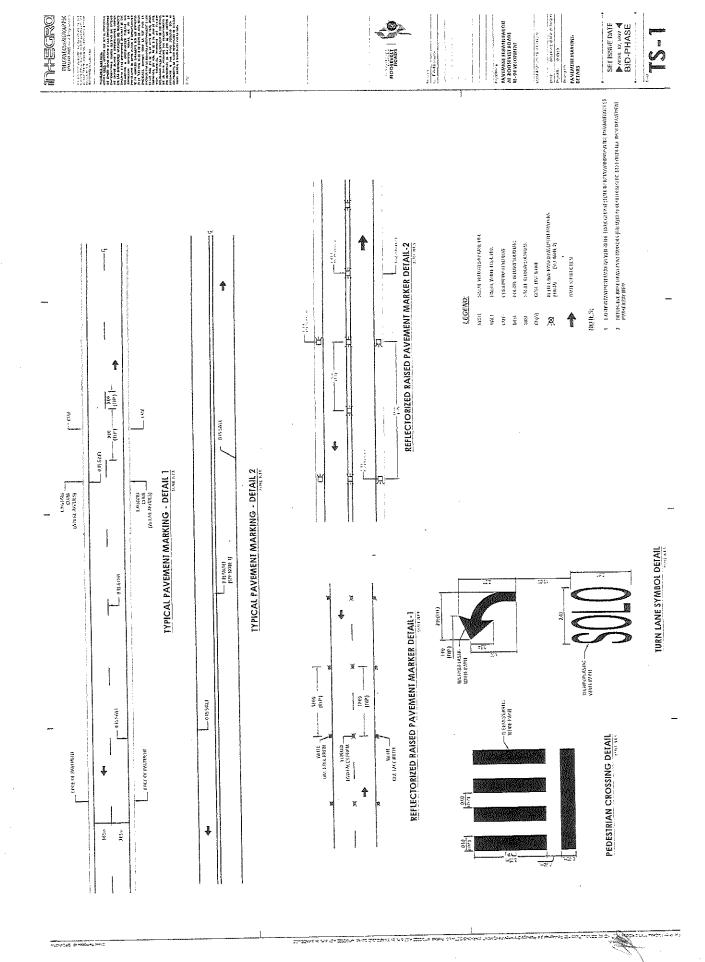
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RFP (Request For Proposal) IMR Contractors & Services Inc.

27-May-22

Pavement Rehabilitation at Roosevelt Roads Re-Development Celba, Puerto Rico

ITEM	DESCRIPTION	QUANT	UNITS		TOTAL
Α	Condiciones Generales				
1	Rótulo de Proyecto (8x4)	1	LS	930.00	930
2	Rotulo de Fondos Federales (16 x 8)	1	LS	2270.00	2270
	SUB-TOTAL.				3,200.00
В	Construcción				
1	Clearing & Grubbing	28800	LM	2.50	72000
2	Asfalto-2" Carpeta - Hot plant Mix Bituminous Concrete Pavement S(50) (38)	69360	SM	13.00	901680
3	Cold Milling - 2" Carpeta de rodaje (Incluye pads de Hormigon)	3527.0834	CuM	48.00	169300
4	Full Depth Removal - Asphalt Pavement	386.4583	CuM	48.00	18550
5	Asfalto-4" BB - Hot plant mix Bituminous Concrete Pavement B(50) (1)	2440	SM	26.00	63440
6	Aggregate Base Course - (2440 SM @ 6" Depth)	210	CuM	30.00	6300
7	Shoulders as per General Details - Up to 30cm Safety Edge	250	CuM	30.00	7500
	SUB-TOTAL .				1,238,770.00
	TOTAL COSTS				1.241.970.00





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SOBRE:

NOTIFICACIÓN DE ADJUDICACIÓN

SUBASTA 2021-22-01 SUBASTA GENERAL RENGLÓN L: COMPRA DE ASFALTO, TIRADO,

COMPACTADO Y ESCARIFICACIÓN

I. <u>INFORMACION GENERAL</u>

El lunes, 7 de junio de 2021, a las 4:25 p.m., se reunió la Junta de Subastas del Municipio de Ceiba, en el Salón de Conferencias de la Oficina de Secretaría Municipal, para evaluar las licitaciones recibidas para la Subasta en epígrafe.

El Municipio de Ceiba publicó un anuncio en el periódico Primera Hora, página 20, el lunes, 3 de mayo de 2021 para la Subasta 2021-22-01 "SUBASTA GENERAL" donde se encontraba el RENGLÓN L: COMPRA DE ASFALTO, TIRADO, COMPACTADO Y ESCARIFICACIÓN. La reunión de Apertura se efectuó el martes, 25 de junio de 2021 a las 1:30 p.m.

En esta Subasta participaron las siguientes compañías:

NOMBRE DE LA COMPAÑÍA

SUPER ASPHALT PAVEMENT

HARRY AUTO KOOL, INC.

H.P. CONSTRUCTION

CAPITOL ASPHALT PAVING, INC.

C & PRINCIPE ELECTRICAL CONTRACTORS, INC.

I.M.R. CONTRACTOR SERVICES, INC.

NEW DESIGNS RENTALS & CONTRACTORS, CORP.

II. ANÁLISIS Y EVALUACIÓN DE PROPUESTAS

La Junta de Subastas recibió y analizó los pliegos de licitación y se reunió el día 7 de junio de 2021 a las 4:25 p.m., en el Salón de Conferencias de la Oficina de Secretaría Municipal, para analizar la Subasta en Epígrafe.

Para la determinación y consideración de la licitación, la Junta de Subastas consideró el valor de los productos en el mercado, las recomendaciones del Director del Departamento de Obras Públicas y del Director de Programas Federales, así como el cumplimiento de los requisitos generales de Subasta.





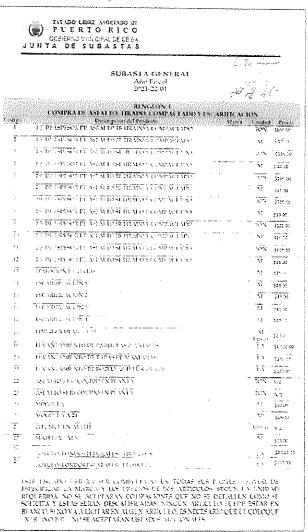
Del análisis de la evaluación de la propuesta se desprende lo siguiente:

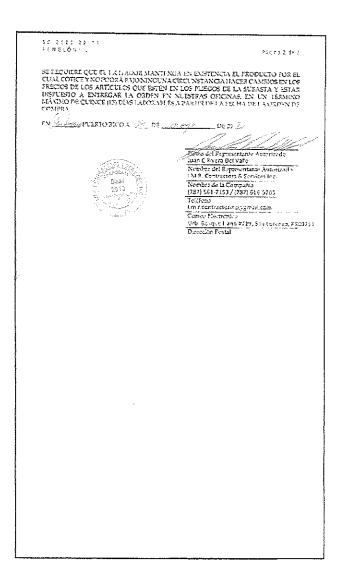
1. <u>I.M.R. CONTRACTORS & SERVICES, INC.</u>

Sometió propuesta debidamente firmada y con ésta los siguientes documentos:

- Bid Bond
- Declaración Jurada
- Minuta de Pre-Subasta
- Requisitos Generales
- NON-COLLUSIVE Affidavit
- Resolución Corporativa
- Certificado de Elegibilidad de la Administración de Servicios Generales (ASG)

Cotizó lo siguiente:





Su propuesta fue sometida para ser evaluada por la Junta de Subastas.

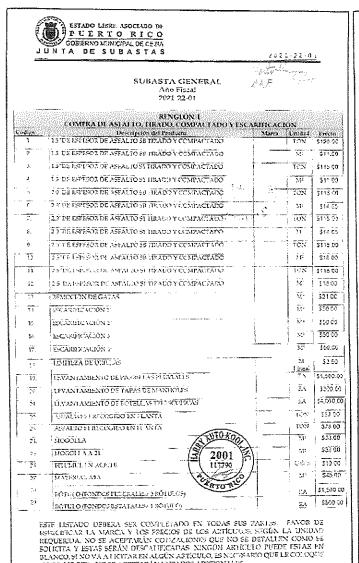
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2. HARRY AUTO KOOL, INC.

Sometió propuesta debidamente firmada y con ésta los siguientes documentos:

- Bid Bond
- Declaración Jurada
- Minuta de Pre-Subasta
- Requisitos Generales
- NON-COLLUSIVE Affidavit
- Resolución Corporativa
- Certificado de Elegibilidad de la Administración de Servicios Generales (ASG)

Cotizó lo siguiente:



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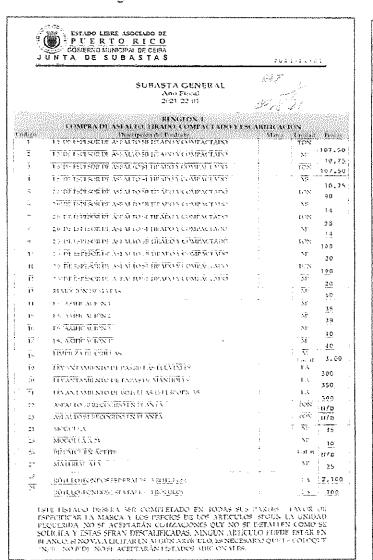
Su propuesta fue sometida para ser evaluada por la Junta de Subastas.

3. H.P. CONSTRUCTION

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- Declaración Jurada
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Cotizó lo siguiente:



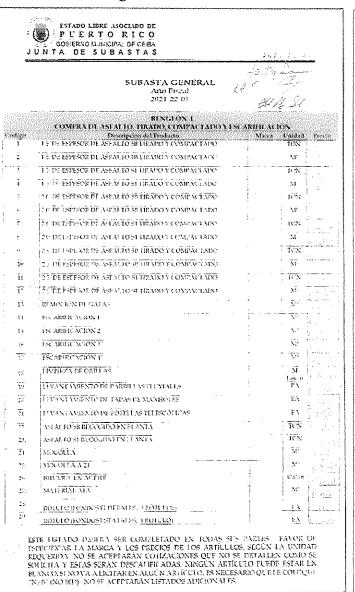
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4. <u>C & PRÍNCIPE ELECTRICAL CONTRACTORS, INC.</u>

Sometió propuesta debidamente firmada y con ésta los siguientes documentos:

- Bid Bond
- Declaración Jurada
- Minuta de Pre-Subasta
- Requisitos Generales
- NON-COLLUSIVE Affidavit
- Certificado de Elegibilidad de la Administración de Servicios Generales (ASG)

Cotizó lo siguiente:



 $\frac{1}{2} \rightarrow 2 \left(1 - \frac{1}{2} - \frac{1}{2} - \frac{1}{2} \right)$ SE REQUIERE QUE EL ELITADOR MANTENGA EN EMSTENCIA EL PRODUCTO FOR EL CUAL COTA EN NO POPRA BAJONINGUNA CIRCUNSTANCIA HACERC AMBRESENTOS PRECIOS DE LOS ABIÉCITOS QUE ESTÉN EN LOS PLIECOS DE LA SUBASTA Y ESTAR DEPURSIO A ENTREGAR LA ORDEN EN NUESTRAS OFICINAS, EN UN TERRIMO MÁMINO DE QUINCE HA DÍAS CALORAS: ES A PARTIR DE LA FICHA DE LA ORDEN DE COMPRA FN $\frac{28}{3}$ $\frac{1}{12}$ H FR ROBIGO A $\underline{2}$ $\underline{2}$ $\frac{1}{2}$ OF $\underline{2}$ $\underline{2}$ $\underline{2}$ $\underline{3}$ DF 20 $\underline{2}$ Tipur voel Representante Autoria (4) Nombro del Papir sontinte Autonosée Nombre de la Compañía Corres Electronics . 540 ₄₁.74

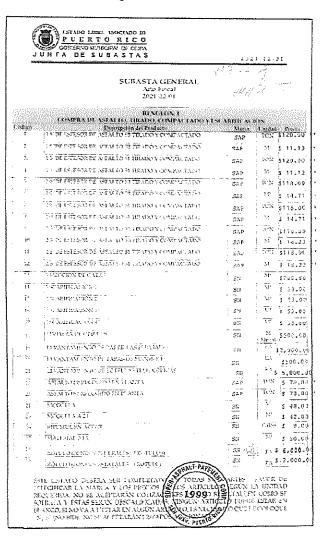
Direction Postal

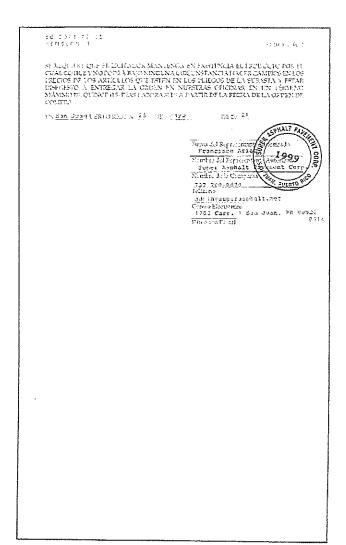
5. SUPER ASPHALT PAVEMENT, CORP.

Sometió propuesta debidamente firmada y con ésta los siguientes documentos:

- · Bid Bond
- Declaración Jurada
- Minuta de Pre-Subasta
- Requisitos Generales
- NON-COLLUSIVE Affidavit
- Certificado de Elegibilidad de la Administración de Servicios Generales (ASG)
- Ley Preferencial del diez (10%) porciento
- Ley Preferencial del quince (15%) porciento
- Carta de garantía de treinta (30) días

Cotizó lo siguiente:





6. CAPITOL ASPHALT PAVING, INC.

Sometió propuesta debidamente firmada y con ésta los siguientes documentos:

- · Bid Bond
- Declaración Jurada
- Minuta de Pre-Subasta
- Requisitos Generales
- NON-COLLUSIVE Affidavit
- Certificado de Elegibilidad de la Administración de Servicios Generales (ASG)

Cotizó lo siguiente:



10th Ham

SUBASTA GENERAL Ano Fiscal

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Fitting did Representance Americade
FREMATIN AROLLO
Nombre del Representance Americade
CAPTRO, RESIGNAT PAYANG, 1807.
Nombre de la Compania
Fot-762-6515
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Capticly Expail
Capti



7. NEW DESIGNS RENTALS & CONTRACTORS, CORP.

No sometió su licitación

Se le solicitó al Director del Departamento de Obras Públicas Municipal y al Director de Programas Federales sus recomendaciones, ya que ellos son las personas "expertises" en este tema.

Las recomendaciones recibidas fueron las siguientes:



Departamento de Obras Fúblicas Municipal

Lele journale 2021

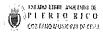
Sia, Molia G, Rivera Rivera Presidenta Junta de Subastas Municipia de Ceiba Ceiba, Punto Rico

RE: EVALUACIÓN Y RECOMENDACIÓN DE LA SUBASTA 2021-22-01 RENGLÓN LI COMPRA BE ASEAUTO, TIRADO, COMPACTADO Y ESCARIFICACIÓN

Entimada Junta:

Salados cerdiales. Sirva la presente para hacer coasta, un recontensta ion sobre el acanto en referencia. Muestro dependencia es la responsable de la compra de astalto y trainijos de mantenimiento de las vias públicas. Nuestro oficir a recibió una tabla con rel slicitaciones recibidas para este renglón. La tabla recibida y utilizada para evaluad (competencia fue la siguiente).

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Départamento de Obras Públicas Municipal

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16.	FSCARIFICACION 3' M)	15.00	61.00	Sitto	4503	53,00	#II (P
17.	ESCARILICACIÓN (* M3	15.00	61.00	58,00	(8 (7)	53,00	4010
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24.	MOCOLLAND	35(0)	15 (0)	19 (0)	13,00	4n/yr	35,00
25.	MOCCLEA A 21M3	10.00	35 (5)	38(0)	25,01	42.00	3010
26	BHEMULEN ACERE GALON	N/B	N/B	10.60	N/B	Fro	N/H
27.	MATERIAL AJA M3	30 (0)	32,00	45.00	[4][9]	30.00	25,00
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ЭÑ.	ROTH DS) (A	жна	<u>REMILEA</u>	1,540 00	2,703.0	63,000,63	2,100,6
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29.	ACHURA 9 EA	MORE	180000	:UKJest	\$00.00	2600.00	7816

Lucgo de luber evaluado y aradizado la licitación, este servalor reconiendo favorablemente que se adjudio e la buena pro de esta subasta de la siguiente aranera

- Productos describes en las lineas múnicio 22, 23 y 26 a fenor de Super Asplada
 El resto de los productos a fover de IMR Contractor

Cardialogoite.

Luis Fortes Matta Director Obras Pública

JUNTA DE SUBASTAS



er en la comparte Mesoda parte la Apolitación

Sts. Maris C. Pipera firects Presidents Junto de Subacto. Monia pia de Cellos Cellos Peesto Bios

RE: EVALUACIÓN Y RECOMENDACIÓN DE LA SUBANTA 2021-22-01 RENGLON I : COMPICA DE ASSACTO, TRIADO, COMPACIADO A ESCARISICACIÓN

Salidos, argindes. Since la precente plus bases, constantos accimentación el relición con estremán. Necetta dependencia de frugacion a l'admitire en la mid-que estaba tribajo de aplicación de artístico empartimentación de creacion en la relición para la relición un tabba con acia interior entantiquel. A mesen artística relición un tabba con acia interior entantiquel. On estaba para case en alón, fin la tabb mijenta estoras, pedió noto mustra evaluación y recomendación per purida, tentiendo una file con la realizar recomendación.

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	ROTULOGOSPOS FELERALISTATO(ULUGIA	3,420,8	30.00	1.6100	2 10 149	h(0.0/0)	Zhoei	No Recotts to

Lucço de haber evaluado y analizado la ficitación, este servidor recomienda fivanaltemente que se adjudique la buera pro de esta sobasta de la alguiente estanta:

1. Todos los se aplanes identificados con el signeente color (1) se recomienda un adjudicación por ser el poster mas la jou situadicado que definis partidas no se afectan unas a las otres.

1. Las partidas 28 y 29 na se recomienda la adjudicación de ninguar de ella, ya que, en cuai redos los proyectos trabajados por el monicipio o por fondos federales el rotulo enti incluida dentro de dichos costos propuestos.

1. En las partidas que le encuentro la pada na explicación 1 o 2º indicarciosa totestra recomientación al contrato de contrato de su contrato de con

In las partidas que le encuento la palatro l'expuescion i o a l'occasiona de astato o astato úredo y computatade en metros centralistes y tombatos de raministio de instato o astato úredo y computatade en metros centralistes y tombatos y tombatos de raministio dempre contratad describos de tentago en metros centralisto, por lo menos esta el la experiencia, carina trabajamen con fandos federades e realiza en tereladas pero ciando realizamos las conveniones mingurar computifa establece um relación entre los precies, por lo tomo recomientos que se adjudique en metros candirados, ya que, en mesdos contratos Rederades pederas realizar um relación en metros candirados, y contratos Rederades poderas realizar um relación de metros cuadrados a terreladas, y se deje si efecto el adjudicar el poede en tombatos para no crear confusión. Por lo tanto, recomendamos que dichas partidas se adjudiquen al protor más bajo en la partida de metros cuadrados que es la computira IMIC Omiractor.

Estamos en la niejor disposición de centestre ded seo preguntas referente a migritas recomendociones

Confidence

William Sertina Sertina Director Officina de Pro_kramas Federales

Las recomendaciones fueron sometidas a la Junta de Subastas para su consideración.

III. ADJUDICACIÓN

En reunión celebrada el 7 de junio de 2021 a las 4:25 p.m., en el Salón de Conferencias de la Oficina de Secretaría Municipal mediante la Resolución Núm. 9, la Honorable Junta de Subasta acordó lo siguiente:

"Se adjudica, por unanimidad, la Subasta 2021-22-01 a favor de las siguiente compañías: CAPITOL ASPHALT PAVING, INC., I.M.R. CONTRACTOR SERVICES, INC., SUPER ASPHALT PAVEMENT, CORP. Y H.P. CONSTRUCTION., de la siguiente manera:

1. Se adjudica a la compañía CAPITOL ASPHALT PAVING, INC., los siguientes artículos:

ios signientes articulos:
) Man 11 - 1 - 1
Marca Unidad Precio
Marca Unidad Precio
EA \$ 200.00

2. Se adjudica a la compañía I.M.R. CONTRACTOR SERVICES, INC., los siguientes artículos:

Código	Descripción del Producto	Marca	Unidad	Precio
	1.5"DE ESPESOR DE ASFALTO 5B TIRADO Y COMPACTADO			
4	11.5 DE ESPESUR DE ASPALTO ST TIRADO V COMPACTADO		M ²	\$ 10.00
6	2.0"DE ESPESOR DE ASFALTO 5B TIRADO Y COMPACTADO		M^2	\$ 10.00
8	2.0"DE ESPESOR DE ASFALTO SI TIRADO Y COMPACTADO		M^2	\$ 13.00
10	2.5"DE ESPESOR DE ASFALTO 5B TIRADO Y COMPACTADO		M ²	\$ 13.00
12	2.5"DE ESPESOR DE ASFALTO SI TIRADO Y COMPACTADO		M^2	\$ 16.00
13	REMOCIÓN DE GATAS		M ²	\$16.00
18	LIMPIEZA DE ORILLAS]	M^3	\$ 15.00
20	LEVANTAMIENTO DE TAPAS DE MANHOLES		ML	\$ 2.50
24	MOGOLLA MOGOLLA		EA	\$ 275.00
25	MOGOLLA A 24		М³	\$ 30.00
27	MATERIAL A1A		M^3	\$ 25.00
	A		M ³	\$ 18.00

3. Se adjudica a la compañía SUPER ASPHALT PAVEMENT, CORP., los siguientes artículos:

Código	Decartains for the s	dientes atticulos:
		Unidad Precio
23	ASFALTO S1 RECOGIDO EN PLANTA	TON \$70.20
26	BITUMUL EN ACEITE	TON \$ 70.20
		Galón \$8.00

4. Se adjudica a la compañía H.P. CONSTRUCTION, los siguientes artículos:

Código			
14	ESCARIFICACIÓN 1" Marca	Unidad	Precio
15	ESCARIFICACIÓN 2"	М³	\$ 35.00
16	ESCARIFICACIÓN 3"	Мз	\$ 38.00
17	ESCARIFICACIÓN 4"	M³	\$ 40.00
19	LEVANTAMIENTO DE PARRILLAS PLUVIALES	М³	\$ 40.00
	TO SELECTION LEO VIALES	EA	\$ 300.00

IV. <u>NOTIFICACIÓN</u>

Se le notifica a usted, por ser un licitador que participó en los procedimientos de esta Subasta y a la vez se apercibe que cualquier parte adversamente afectada por la determinación de la adjudicación de esta Subasta podrá solicitar revisión judicial ante el Tribunal de Apelaciones de Puerto Rico, dentro del término jurisdiccional de diez (10) días contados a partir de la fecha de envío en autos de la copia esta notificación.

Si la fecha de archivo en autos es distinta a la del envío de la notificación a través de correo electrónico, el término se calculará a partir de la fecha del envío a través de correo electrónico. Véase el Artículo 2.040 de la Ley 107-2020, Código Municipal de Puerto Rico.

Certifico que la determinación emitida por la Junta de Subastas del Municipio de Ceiba fue debidamente registrada y archivada hoy, 10 de junio de 2021, y que se envió copia de esta notificación a las siguientes firmas, a las direcciones de correo electrónico registradas, conforme a la norma aplicable. Esta misma fue archivada en autos copia de esta notificación.

SUPER ASPHALT PAVEMENT, CORP.

Luisa:76superasphalt.net

HARRY AUTO KOOL, INC.

harr-autokoel@hotmail.com

H.P. CONSTRUCTION

Hectorperucho5868@email.com

CAPITOL ASPHALT PAVING, INC.

capitolapp@gmail.com

C & PRINCIPE ELECTRICAL CONTRACTORS, INC.

<u>empresasprinciper@valigo.com</u>

I.M.R. CONTRACTORS SERVICES, INC.

Lm.r.contractorsing@email.com

NEW DESIGNS RENTALS & CONTRACTORS, CORP

newdesignrental@gmail.com

En Ceiba, Puerto Rico, a 10 de junio de 2021.

Moira G. Rivera Rivera

Presidenta

H5°



SOBRE:

NOTIFICACIÓN DE ENMIENDA DE ADJUDICACIÓN

SUBASTA 2021-22-01 SUBASTA GENERAL RENGLÓN L: COMPRA DE ASFALTO, TIRADO,

COMPACTADO Y ESCARIFICACIÓN

I. <u>INFORMACION GENERAL</u>

El lunes, 7 de junio de 2021, a las 4:25 p.m., se reunió la Junta de Subastas del Municipio de Ceiba, en el Salón de Conferencias de la Oficina de Secretaría Municipal, para evaluar las licitaciones recibidas para la Subasta en epígrafe.

El Municipio de Ceiba publicó un anuncio en el periódico Primera Hora, página 20, el lunes, 3 de mayo de 2021 para la Subasta 2021-22-01 "SUBASTA GENERAL" donde se encontraba el RENGLÓN L: COMPRA DE ASFALTO, TIRADO, COMPACTADO Y ESCARIFICACIÓN. La reunión de Apertura se efectuó el martes, 25 de junio de 2021 a las 1:30 p.m.

En esta Subasta participaron las siguientes compañías:

NOMBRE DE LA COMPAÑÍA

SUPER ASPHALT PAVEMENT

HARRY AUTO KOOL, INC.

H.P. CONSTRUCTION

CAPITOL ASPHALT PAVING, INC.

C & PRINCIPE ELECTRICAL CONTRACTORS, INC.

I.M.R. CONTRACTOR SERVICES, INC.

NEW DESIGNS RENTALS & CONTRACTORS, CORP.

La Honorable Junta de Subastas del Municipio de Ceiba, recibió una carta el 19 de octubre de 2021 de la compañía H.P. Construction a la que se le adjudicó la Buena Pro de los artículos 14, 15, 16 y 17 de escarificación de la subasta en referencia, donde notificaba que no le interesa participar de la misma.





19 de octubre de 2021

Município de Ceiba Sra, Moira Rívera Presidenta Junta de Subastas

Estimada Sra Rivera

Por este medio descamos notificade que no interesamos la adjudicación del Renglón I.: Compra de asfalto, tirado, compactado y escarificación de la Subasto 2021-22-01.

Le agradecemos la oportunidad que nos fue brindada por el Municipio de Ceiba y a su Honorable Junta de Subastas por participar de dicha subasta. Quedamos a sus órdenes.

Atentamente.

Héctor Rivera Meléndez HP Construction

El 21 de junio de 2021 se recibió una carta de la compañía Capitol Asphalt Paving, Inc. donde indicaba que no interesaban la adjudicación del Renglón de Levantamiento de Botellas.



21 de junio de 2021

Municipio de Celha Sm. Moira G. Rivera Rivera Presidenta Junta de Sobastas Cetha, Puerto Rices

Por este medio me dirijo al Municipio de Ceiba y a su Junta de Subvistas. Recibi por email una curta de adiudicación referente a la Subesta General 2021-22-01 Rengión L. Compra de Asfalto, Tirado, Compaciado y Focarificación, Bajo un solo rengión.

Cuando se cotiza el templón de regado y compactado se cutiza en base a un trabajo total no por templones separados. Dicho esto no interesamos la adiodicación del Renefión de Levamamiento de Botellas, Felescópicos.

Le damis las gracias al Municipio de Ceiba y a su flottorable Junta de permitimos participar en dicha Subasta y estamos sicopic a sus onlenes. Sin atro particular

Según se desprende del análisis del 7 de junio de 2021 de este renglón, para los artículos 14, 15, 16 y 17, el mejor postor fue la compañía H.P. Construction, el segundo mejor postor fue la compañía Capitol Asphalt Paving, Inc. y el tercer mejor postor fue la compañía I.M.R. Contractors Services, Inc.

Debido a que el mejor postor rechazó la adjudicación de estos artículos, se procedió a notificar al segundo mejor postor.



19 de conha de 1903

RE: NE 1845 EA 2021-12-01; Renglin E: Te empra de rotatio, tirado, compactado y constituo, sim

Final States

Natick of resident in Brown the front de Sub-, has del Managon de Carto, rendro boy. Phile estable de 2021 um com del hierad o all par le la ripation la Blacca Pro de la examinación de la valencia en referencia confidencia que no la internacional del brancia posición de la militar.

Se company crisió, um unto el 21 de jamo Je 2021, donde majunha que no meco dos paracepas de la Sipolación del crisión miento I, el conflicto algulicado a escompaña for coras o arguita el ogrado regior portos for mientos e que le Borro Pro pre Estos artículos 13,15,165, 15. Le camitación es le objede ar ser compada acomplia acom.

So la consede el filmo de con (2) das latinològico pur caspar o reduzió esta algadicición. De no cachá contratación personant, en a contra del forces. El la contra de 2021, enter timos que la casp sola no intra con Significación de contra cacha de contra

Skata balkanidal, kanankone e a researe para sabar endepen dels a traco del mangra de selektro 1787-1885 2150 Feb. 257,777–225

Cerahilate e.g.

Maid G Rivers Record

Se le concedió un plazo de dos (2) días laborables para aceptar o rechazar esta adjudicación. Al no recibir contestación por parte de la compañía Capitol Asphalt Paving, Inc., la Junta de Subastas procedió a notificar al tercer postor.



22 de setable de Jejj

St. Im. V. Adorra Vice Providense Carried Aspiratt Paying, Inc.

REPSUBANEA 2024-22.04; Rengbin Le "Cumpra de astalto, ticulo, compactado y escarificacian"

Saludo. Conducter, El place de les de « (3 dins tabe cubto para aceptar o reclusior le adjudicación de la subsi se en referencia sucició el 21 de sembre de 2021 y no se cecibió por parte de sa compante obquira unificación

Por focusi, le lloren elle James de Nebactes del Municipar de Ceiba concende que la compaña ne interes participar de la subseta, le luens Pro de los critegies 14-15-16 y 17 de cocircific sción, ce le adiadio en de manera indomítica y diguiente mojet postor.

t uniquiet dust a progress especie o considero estre ou escabler di 787,385,7150 oct. 275, 177, 180 p. 257

Moira G. Ricera Ricera Produktora



22 de octobre de 2024

Sr. Juan C. Rivera del Ville Presidente I M.R. Contractors de Servico e Ira

Rho NURAN [A 2021 12-91; Rengion La "Compra de se faites tirado, compactado" escarificación"

Soludos Confides La Honorable Banta de Subretas del Manuegis de Ceita, recibin mei carta el 19 de sembre de 2021 del licitados al que se le algudos la Buarra Pro de la securificación de la subasta en referencia, notificando que no le interexa participas de la rejuna.

Per ser ou compañía el próximo mejer postor, le autificamios que la Facina Pro de los articules (d. 15, 16 y 17 de escutificación, se le adjudican a un compañía automaticamente.

Se le consede el plazo de des (2) días laberables para sceptar o recluzar esta algudicación. De na recibir contestación por su parta, en o antes del mantes. 26 de combre de 2021, catondorars que la compañía ao interesa la algudicación de estas artículos.

Suente la libertad de caramificacse con moscore- por, ordano en diquere de de la recese del moscore de tolebras. (787) 885-2180 Per 1557, 253-255.

– ZGA C Medidi G Rivera Rivera Presistants

La compañía I.M.R. Contractors Services, Inc. acepto la adjudicación a través de llamada telefónica en el día de ayer e hizo constar la misma por escrito.

GRETSHEN OSORIO

Det

juancarlos rivera del valte «i m.r.contractorinc@gmail.com»

Enviado el:

Tuesday, October 26, 2021 9:21 AM

Para:

unta de Subastas Município de Ceiba

IMR Contractors; MOIRA RIVERA; GRETSHEN OSORIO

Asunto:

Re. Aviso de Notificación

Buenos días a todos.

Acusamos recibo de email y confirmamos que aceptamos la otorgación de los renglores 14,15,16 y 17 relacionados a las actividades de escarificación.

De necesitar alguna otra información o documento, favor de enviamos estos requerimientos via correo electrónico y también comunicarse al teléfono 787-616-6705

Mentamente:

Juan C Rivera Del Valle.

El vie, 22 de oct. de 2021 a la(s) 09:05. Junta de Subastas Municipio de Ceiba (juntades obastas de ceibas present)

Por todo lo antes expuesto la Junta de Subastas del Municipio de Ceiba ha determinado realizar una enmienda a la adjudicación del Renglón L.

---- SE ENMIENDA LA PARTE III ADJUDICACIÓN, INCISO 1 y 4, -----

1. Se determina cancelar la adjudicación de los siguientes artículos:

Código Descripción del Producto Magnetica	
1 LEVANTAMIENTO DE BOTELLAS TELESCÓPICAS Marca	Unidad Precio
19 LEVANTAMIENTO DE PARRILLAS PLUVIALES	EA
	EA

4. Se adjudica a la compañía I.M.R. CONTRACTORS SEF, los siguientes artículos:

14	Descripción del Producto Marci ESCARIFICACIÓN 1"	ı Unidad	Precio
15	ESCARIFICACIÓN 2"	M ³	\$ 48.00
16	ESCARIFICACIÓN 3"	M ³	\$ 48.00
17	ESCARIFICACIÓN 4"	M³	\$ 48.00

-- TODO LO DEMÁS QUEDARÁ INALTERADO -----

II. <u>NOTIFICACIÓN</u>

Se le notifica a usted, por ser un licitador que participó en los procedimientos de esta Subasta y a la vez se apercibe que cualquier parte adversamente afectada por la determinación de la adjudicación de esta Subasta podrá solicitar revisión judicial ante el Tribunal de Apelaciones de Puerto Rico, dentro del término jurisdiccional de diez (10) días contados a partir de la fecha de envío en autos de la copia esta notificación.

Si la fecha de archivo en autos es distinta a la del envío de la notificación a través de correo electrónico, el término se calculará a partir de la fecha del envío a través de correo electrónico. Véase el Artículo 2.040 de la Ley 107-2020, Código Municipal de Puerto Rico.

Certifico que la determinación emitida por la Junta de Subastas del Municipio de Ceiba fue debidamente registrada y archivada hoy, 26 de octubre de 2021, y que se envió copia de esta notificación a las siguientes firmas, a las direcciones de correo electrónico registradas, conforme a la norma aplicable. Esta misma fue archivada en autos copia de esta notificación.



SUPER ASPHALT PAVEMENT, CORP.

Luisaia superasphalt.net

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harn autokool@hotmail.com

H.P. CONSTRUCTION

Hectorperucho5868@gmail.com

CAPITOL ASPHALT PAVING, INC.

capitolapp@gmail.com

C & PRINCIPE ELECTRICAL CONTRACTORS, INC.

empresasprincipe@yahoo.com

I.M.R. CONTRACTORS SERVICES, INC.

i.m.r.contractorsine@gmail.com

NEW DESIGNS RENTALS & CONTRACTORS, CORP

newdesignrental@gmail.com

En Ceiba, Puerto Rico, a 26 de octubre de 2021.

Moira G. Rivera Rivera

Presidenta



GOBIERNO DE PUERTO RICO DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR

841260

Nº CONTROL: 03-715-0000841260-38-0000146359

INVOICE: 882031 F. PAGO: 29 de Septiembre de

2021

USER ID: 146359

LICENCIA NÚMERO: 146359 EXPEDIDA: 29 de Septiembre de 2021

LICENCIA

NÚM. 146359

PARA DEDICARSE AL NEGOCIO DE CONTRATISTAS DE PUERTO RICO CONSTRUCCIÓN GENERAL

CERTIFICO QUE:

I.M.R. CONTRACTOR & SERVICES INC KM HM 3.4 CARRETERA 181 BO QUEMADO SAN LORENZO PR 00754

Ha cumplido con los requisitos que≀establece la Ley 146 del 10 de agosto de 1995, según enmendada, conocida como Ley de Registro de Contratistas.

Se expide esta Licencia hoy 29 de septiembre de 2021 en Caguas, Puerto Rico y estará en vigor hasta el 29 de septiembre de 2022.

LCDO. EDAN RIVERA RODRIGUEZ SECRETARIO(A)

LCDO. GADIEL FIGUEROA ROBLES DIRECTOR(A) REGIONAL CAGUAS





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