

Government of Puerto Rico
Department of Transportation and Public Works
HIGHWAY AND TRANSPORTATION AUTHORITY
Estimates and Bids Advisory Office

Effective Date From: October / 5 / 2018 To: January / 27 / 2020

Accounts: 124-001

CONTRACT

Contract No. 2018-00081

THIS AGREEMENT, made and executed on the 25 day of September in the year of Our Lord, two thousand and eighteen, by the between the Executive Director in the name of the Puerto Rico Highway and Transportation Authority, party of the first part, and Desarrolladora J.A., Inc. his (or their) executors, administrators, heirs, successors or assignees, party of the second part; and hereinafter designated as Contractor domiciled and doing business in Isabela witnesses that the parties hereto do mutually agree as follows:

THAT, for and in consideration of the acceptance of the Contractor's proposal and the award of this contract to said contractor by the Board of Awards, and in further consideration of the covenants and agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as follows, to wit:

THAT, for and in consideration of the price and agreement in his proposal hereto attached and made a part of this contract, the said Contractor agrees to perform at this own proper cost and expense, all the work required, and to furnish all materials, equipment and labor required, an to furnish all materials, thorough and workman-like manner, as required in the plans and specification of the Puerto Rico Highway and Transportation Authority for Project:

Federal Aid Project: ZP-52(52) – AC-520137(RCN0522137) – Accelerated Highway Safety Improvement, Highway PR-52, From Km: 55.30(PR-52) to Km. 61.00(PR-52), Municipality of Salinas, Puerto Rico

with a contract amount of: \$4,757,059.00

in strict accordance with the plans and specifications, which shall also include the Advertisement, Proposal, this Contract, Contract Bonds, Special Provisions, Instructions to Bidders, the Standard Specifications for Road and Bridge Construction of the Puerto Rico Highway and Transportation Authority in effect at the time this project was advertised for bids, Supplemental Specifications, Notice to Proceed and all Work Orders and Supplemental Agreements, and of said documents are part and parcel of this contract

and are by this reference, incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor agrees that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the contract, and that he has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal notice to proceed and to complete the work within the number of days specified in the proposal or as extended in accordance with the Standard Specifications for Road and Bridge Construction of the Puerto Rico Highway and Transportation Authority.

The work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Puerto Rico Highway and Transportation Authority, and in accordance with the laws of Puerto Rico and any and all applicable Federal rules and regulations. The parties hereto agree that this contract in all things be governed by the laws of Puerto Rico.

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of such brokerage, commission or percentage and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give the Puerto Rico Highway and Transportation Authority the right to terminate this contract, or at its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

THE CONTRACTOR certifies and guarantees that as of the date of execution of this contract it/he/she has filed an income tax statement for each of the previous five (5) years and that it/he/she has no tax liability with the Commonwealth of Puerto Rico or that it/he/she has a tax liability for which a payment plan was approved by the Secretary of the Treasury and said payment plan is not in arrears. It is expressly recognized, by all parties, that this is an essential condition for this contract and in the case that the aforementioned certification is partially or totally incorrect, this shall be enough cause for THE AUTHORITY to "consider in default" the contract and THE CONTRACTOR expressly agrees to waive any claim or legal action against THE AUTHORITY for this reason.

The party of the first part, for and on behalf of the Puerto Rico Highway and Transportation Authority, and in consideration of the full and true performance of the work by the Contractor will pay the prices set forth in the attached proposal, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Standard Specification for Road and Bridge Construction of the Puerto Rico Highway and Transportation Authority.

The CONTRACTOR acknowledges and agrees that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this contract. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

The Chief of Staff of the Governor of Puerto Rico shall have the power to terminate this contract at any time.

This Contract shall become effective immediately upon and as of the date of signature by the Executive Director of the Puerto Rico Highway and Transportation Authority.


IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

(WITNESS)



EXECUTIVE DIRECTOR
Puerto Rico Highway and
Transportation Authority
Party of the First Part.

(WITNESS)

Employer Identification Number


SECRETARY
Department of Transportation and
Public Works



(If a Firm or Individual)

(WITNESS)



CORPORATE SEAL

[Handwritten Signature]

Desarrolladora J.A., Inc.

CONTRACTOR
Party of the Second Part.

Employer Identification Number

By: *[Handwritten Signature]*

(Print Name)

[Handwritten Title]

(Title)

PO Box 343
Isabela PR 00662

(Business Address)

[Handwritten mark]



GOBIERNO DE PUERTO RICO

Autoridad de Carreteras y Transportación

25 de septiembre de 2018

Desarrolladora JA, Inc.
PO Box 343
Isabela, Puerto Rico 00662

ORDEN DE COMIENZO

Proyecto con Ayuda Federal Num. ZP-52(52)

Mejoras a la Seguridad Autopista Luis A. Ferré, PR-52 Kilómetros 55.30 al 61.00

Municipio de Salinas

RCN0522137/AC520137

Estimados señores:

Por la presente se les autoriza a comenzar la construcción del proyecto de referencia. La ejecución de este proyecto deberá comenzar no más tarde de diez (10) días calendario después de la fecha de este documento. 5 de octubre de 2018.

Los documentos del contrato, copia de los cuales les estamos entregando, especifican una duración de trescientos (300) días calendario, término que vence el 31 de julio de 2019.

La vigencia del contrato para propósitos administrativos y sin afectar el "Contract Time", el cual incluye, pero sin limitarse a procedimientos de liquidación, será el 27 de enero de 2020.

Sin nada más al respecto, me despido muy respetuosamente,



Carlos M. Contreras Aponte
Director Ejecutivo

