


**GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY**


**CONTRACT FOR EMERGENCY RELIEF PROGRAM  
AC-848536 / L489999536  
CONTRACT NO. 2018-000211**

**AS FIRST PARTY:** The **PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY** (the "AUTHORITY"), an instrumentality of the government of the Commonwealth of Puerto Rico, , represented herein by the Secretary of the Department of Transportation and Public Works, Eng. Carlos M. Contreras Aponte, of legal age, married, and resident of San Juan, Puerto Rico, and its Executive director, Eng. Carlos M. Contreras Aponte, of legal age, married and resident of San Juan, Puerto Rico, acting under the authority of Law No. 74, June 23, 1965, as amended, and Reorganization Plan No. 6 of 1971.

**AS SECOND PARTY: LUJANI GENERAL CONTRACTOR, INC;** (the "CONTRACTOR"), an authorized entity registered to do business in Puerto Rico, represented in this act by its President, Luis J. Nieves Robles, of legal age, married, and resident of Corozal, Puerto Rico, duly authorized to appear in representation of the CONTRACTOR.

**WITNESSETH**

 **WHEREAS:** On September 20<sup>th</sup> of 2017, hurricane Maria, a category 5 hurricane, pass directly thru the island of Puerto Rico, becoming the atmospheric event most powerful and devastating that has hit the island in 80 years. The direct hit of hurricane Maria to Puerto Rico has caused devastating effects to our infrastructure and by that our citizens.

 **WHEREAS:** That the AUTHORITY needs to acquire the services offered by the CONTRACTOR to execute the following emergency project (the "PROJECT"): **AS DEFINED IN ATTACHMENT A HERETO**, as stated in the Emergency Declaration, in virtue of Executive Order OE-2017-47/53.

**WHEREAS:** That the CONTRACTOR has the capacity to perform the PROJECT, thus, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, the parties hereto do hereby agree to celebrate this agreement subject to the following:

**TERMS AND CONDITIONS**

**FIRST:** Article FIRST of this Contract is hereby amended to read as follows:

"CONTRACTOR agrees to complete the PROJECT according to the prices of items and services in Exhibit A (UNIT PRICES FOR ER PROJECTS) of this Agreement and in conformity with the General Contracting Conditions of the AUTHORITY and agrees to execute all Work and provide all materials, equipment and labor required by the AUTHORITY to complete the PROJECT.

This contract is based upon task order basis duly approved and authorized by the PRHTA's Construction Area Director. The CONTRACTOR shall perform the following duties:

- A. Perform an assessment report in conjunction with PRHTA's representatives of works that should be performed in the designated locations. This assessment shall include but is not limited to:
- a. Photographs of the affected areas.
  - b. Written description for the works to be performed.
  - c. Cost breakdown for the works to be performed. This shall be done using the pay items included in Exhibit A (UNIT PRICES FOR ER PROJECTS) included with the contract.
  - d. List of equipment and amount of personnel to be used for performing the task.
  - e. Time necessary to perform the works.
- B. The assessment report shall be submitted for approval to the AUTHORITY for the emission of an approved task order duly approved by the PRHTA's Construction Area Director, prior to the beginning of the execution of the works.
- C. The CONTRACTOR shall not perform any work not included in the approved task order. Any extra work of change order to the task order shall be approved by the PRHTA's Construction Area Director or its designated representative.
- D. Due to the nature of the required emergency work, the Contractor shall submit for approval of the Authority, the credentials of two AASHTO accredited or PRHTA Qualified testing laboratories to perform acceptance testing required by PRHTA's specifications. These tests include, but not limited to, concrete, asphalt mixes, soils and aggregate (gradations and compaction). The approved Laboratory shall be used if PRHTA's Materials Testing laboratories are not available to perform the testing. Costs for each test to be performed using these laboratories shall be included as part of the breakdown for the assessment report. Accredited or Qualified laboratories used in the acceptance testing as provided above will be subject to PRHTA's independent Assurance Program.
- E. The CONTRACTOR shall submit for approval of the PRHTA's Construction Area Director or its designated representative any variation to the task orders that might exceed ten percent (10%) of the estimated Cost and/or the excess Time necessary to perform the works. The CONTRACTOR acknowledges that any work executed in contravention to this requirement voids and nulls any payment for the exceeding costs by the Authority."
- F. The PRHTA according to Emergency Relief Procurement Manual Rule No. 4 for ER Program reserves the right to use a competitive approach to assign TOs as an alternative tailored to the realities of our construction market, for complex projects and/or when accelerating the construction of emergency repairs. When selecting a competitive approach, the AUTHORITY, will include in the Request for Work Quote the following:
- 1. Specification of the duration of the contract for the Task Order;





2. A statement of work, specifications, or other description, that reasonably describes the general scope, nature, complexity, and purpose of the services the AUTHORITY will acquire under the Task Order;
3. A proposal form including specification, line item and estimated amount will be included as part of the Request for Work Quote.

**G.** The AUTHORITY will solicit from three (3) or more ER Program contractors as establish in the Federal-Aid Manual, work quotations or offers to be considered as described in the request. The task order will be granted to the lowest responsive work quote. The Task Order will include the unit prices contained in the selected quotation and will become part of the original contract as this amendment. TO's under this alternative procurement will be identified as Alternative Procurement Task Order (APTO). Prices for this APTO will be different as established in Exhibit A of the Amendment B of this contract. All other terms and conditions remains as is.

**H.** AUTHORITY will have the sole discretion on what procurement to use depending the project complexity and nature of it. Including but not limited to: Negotiated Contracts; Work Force Account, Fixed Price Contract and Competitive Quote Contracts

**THIRD:** In consideration of the performance of the Services hereunder, the CONTRACTOR shall be paid a maximum amount in this agreement of five hundred thousand dollars (\$500,000.00). This amount shall be paid from the account number AC848536/L489999536. CONTRACTOR agrees to carry out the work, which entails providing all of the materials, equipment, and labor required by the AUTHORITY for the PROJECT.

 **FOURTH:** The Contract Time as defined in the General Contracting Conditions of the AUTHORITY approved in 2005 (Standard Specifications for Road and Bridge Construction – 2005 or SSRBC-2005) for the Project shall be till June 30<sup>th</sup>, 2018, starting from the date of this contract.

 **FIFTH:** The Contract shall be in full effect, for administrative purposes only and without affecting the Contract Time, for one hundred and eighty (180) calendar days, starting from the date of this contract.

**SIXTH:** The AUTHORITY will designate a representative for the PROJECT (the "INSPECTOR"), who will be in charge of inspecting all Works performed pursuant this contract, and the CONTRACTOR agrees to comply with the instructions of the INSPECTOR in reference to the execution of the Works, contracted herein.

**SEVENTH:** The PARTIES agree that the contracted work will be executed in harmony with the SSRBC-2005, which is incorporated by reference herein.

**EIGHTH:** The CONTRACTOR agrees to comply with all applicable Laws, Rules, Regulations, and such, throughout the Term of this Contract.

**NINETH:** CONTRACTOR represents that it has purchased and shall maintain the insurance coverage required by the AUTHORITY, pursuant to the SSRBC-2005 and in the same types and amounts as stated thereon, in full force and effect throughout the Term of this Contract.

**TENTH:** The CONTRACTOR agrees to indemnify and hold harmless from any claims initiated against the DEPARTMENT and/or the AUTHORITY. The CONTRACTOR shall be solely responsible to the AUTHORITY for the acts or defaults of its officers, agents, and employees, each of whom shall, for this purpose be deemed to be the agent or employee of the CONTRACTOR by nature of its contract.

**ELEVENTH:** This Contract Documents incorporates the provisions of FHWA Form 1273, officially known as "Required Contract Provision for Federal- Aid Construction Contracts" attached herein.

**TWELFTH:** The AUTHORITY reserves the right to cancel immediately the agreement resulting for cause by a written Notice to the CONTRACTOR. If through any cause, as defined in Article TWELVETH under this agreement, or if the CONTRACTOR shall violate any of the covenants, components or stipulations of this agreement, the AUTHORITY shall have the right to terminate this agreement immediately by giving to the CONTRACTOR the corresponding Notice of Termination.

- (a) In the event of any termination, the AUTHORITY shall compensate the CONTRACTOR based on the work completed and accepted up to the Date of Termination.
- (b) The AUTHORITY has no obligation to the CONTRACTOR of any kind, after the Date of Termination.
- (c) Notwithstanding the above, nothing in this agreement shall relieve the CONTRACTOR from liability to the AUTHORITY for damages sustained by the AUTHORITY by virtue of any breach of this agreement by the CONTRACTOR, and the AUTHORITY may withhold any payments to the CONTRACTOR until such time as the exact amount of damages due the AUTHORITY from the CONTRACTOR is determined.

**THIRTEENTH:** The AUTHORITY reserves the right to terminate this agreement for cause. Cause usually results when there is an event of default. An event of default shall be construed as a material breach of this agreement, and occurs when:

- (a) The CONTRACTOR fails to provide the contractual services in the quantity and/or the quality as required in this agreement;
- (b) The CONTRACTOR fails to begin work in accordance with the terms of this agreement;
- (c) The CONTRACTOR in the judgment of the AUTHORITY is unnecessarily, or unreasonably, delaying the performance and completion of the works and services herein contracted;
- (d) The CONTRACTOR abandons the work or service to be undertaken;
- (e) The CONTRACTOR cannot complete the work to be performed under this agreement within the time herein provided or within such time as the completion has been extended, provided, however, that the impossibility of timely completion is, in the AUTHORITY'S reasonable judgment, solely attributable to conditions within the CONTRACTOR'S control;
- (f) The CONTRACTOR transfers, conveys or otherwise disposes of this agreement in whole or in part, without prior approval of the AUTHORITY;
- (g) Any DEPARTMENT'S or AUTHORITY'S officer or employee acquires an interest directly or indirectly in this agreement;
- (h) The CONTRACTOR violates any of the provisions of this agreement, disregards applicable laws, ordinances, permits, licenses, instructions or orders dictated by the AUTHORITY and applicable to this agreement according to the Laws of the Commonwealth of Puerto Rico;
- (i) The CONTRACTOR fails in any of the agreements herein contained;

- (j) The CONTRACTOR ceases to conduct business in the normal course by reason of insolvency, bankruptcy, or any similar proceedings whether voluntarily or involuntarily, filed under any present or future bankruptcy or other applicable law; and,
- (k) The CONTRACTOR admits in writing its inability to pay its debts generally as they become due.


In the event of default, the AUTHORITY shall notify, in writing, its decision to terminate the services immediately subject to Article TWELFTH.

The Chief of Staff of the Governor of Puerto Rico may terminate this Agreement at any time.

**FOURTEENTH:** The CONTRACTOR understands that in the discharge of its professional duties, the CONTRACTOR has the obligation of complete loyalty towards the AUTHORITY and Puerto Rico. This includes not having, and avoiding, any interests that are adverse to the AUTHORITY or Puerto Rico. These adverse interests include the representation of clients that have or might have a conflict of interest with the AUTHORITY or Puerto Rico. Furthermore, this obligation includes the continuing obligation to divulge to the AUTHORITY all the circumstances of its relationships with clients and third parties, as well as any interest, that may have an effect on the AUTHORITY or Puerto Rico at the time of granting this Agreement or during its effectiveness.

- (a) A conflict of interest exists when, for the benefit of a client, it is the CONTRACTOR's obligation to promote that which it should oppose in the fulfillment of its obligation towards a former, actual, or potential client. Also, a conflict of interest takes place when conduct is defined as such in the ethical rules and standards recognized in the applicable profession, or in the laws and regulations of Puerto Rico.
- (b) It will be a violation of the prohibitions described herein, if any CONTRACTORs officer or personnel, directors, principals, partners, associates or employees, engage in the aforementioned conduct. The CONTRACTOR will avoid even the appearance of a conflict of interest.
- (c) If the AUTHORITY believes that there is or has been a conflict of interest, or the appearance of a conflict of interest, it will notify the CONTRACTOR of the AUTHORITY'S findings. The CONTRACTOR shall make full disclosure of all material facts, and shall have a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of conflict of interest, including the right to request a meeting with the AUTHORITY to set forth or explain its position. This meeting will always be granted when timely requested.
- (d) If the conflict of interest or appearance of conflict or interest is not cured to the satisfaction of the AUTHORITY, or the controversy is not otherwise resolved prior to the expiration of such 30-day period, the AUTHORITY may terminate this agreement as provided in Article Twelfth clause above, provided that payments to be made in accordance with paragraph a of the twelfth clause will not include payments to the CONTRACTOR employee which caused the conflict, or the appearance of a conflict, of interest.
- (e) The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or granted a subcontract.
- (f) The CONTRACTOR covenants that no member of the governing body of the DEPARTMENT or the AUTHORITY, and no other official, agent, or employee of the AUTHORITY, nor any officer, director, agent, employee or consultant of the Project Manager, nor their family members who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, has any personal or financial interest, direct or indirect, in this Agreement or in the proceeds thereof.

- (g) The CONTRACTOR warrants that it will not and has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure the work to be performed under this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or execution of this Agreement.
- (h) The CONTRACTOR certifies that none of its officers or employees, nor any principals, associates, officers, directors or shareholders, are public officials or employees within the meaning of Article 3.3 of Law No. 12 of July 24, 1985, as amended, 3 L.P.R.A. § 1823. The CONTRACTOR certifies the receipt of a copy of this law at the moment of signing this agreement.
- (i) The CONTRACTOR also hereby agrees to comply with the provisions of Act Num. 84 of June 18, 2002, establishing the Code of Ethics for Contractors, Suppliers and Petitioners of Economics Incentives, of the executive agencies of the Commonwealth of Puerto Rico and certifies the receipt of a copy of this law at the moment of signing this agreement.
- (j) The CONTRACTOR represents that it has secured or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any contractual relationship with, the DEPARTMENT and/or the AUTHORITY.
- (k) No person employed in the work covered by this agreement shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding relating to the labor standards applicable hereunder to this employer.
- (l) The CONTRACTOR certifies that it does not have, nor shall have during the term of this Agreement, any other contract or agreement with agencies and instrumentalities of the Government of Puerto Rico which is, or could be, in conflict with this Agreement, unless specifically approved by the AUTHORITY.



  
**FIFTEENTH:** The CONTRACTOR certifies that is has not failed to file any tax return due and payable during the past five (5) fiscal years, if applicable. The CONTRACTOR herein certifies that it does not owe any taxes to the Commonwealth of Puerto Rico, and that it has complied with the Puerto Rico Department of the Treasury's circular letter 1300-26-08, as amended. It is expressly recognized that this is an essential condition of this agreement and if false, shall be cause for the termination of this agreement and the CONTRACTOR shall reimburse to the AUTHORITY any amount received under this agreement. The AUTHORITY shall retain from the CONTRACTOR invoices the corresponding amount provided by Law to comply with the Puerto Rico Income Tax Law. At the date of the signing of this agreement, the CONTRACTOR shall provide to the AUTHORITY all of the certifications required by the Circular Letter 1300-26-98, issued by the Secretary of the Treasury Department, that are pending for submission, which include the following:

- (a) Return Filing Certificate, Form SC 2888 and the Debt Certificate, Form SC 6096, both issued by the Treasury Department of Puerto Rico.
- (b) Certificate of real or chattel property issued by the Center for Municipal Revenue and Income. (CRIM)
- (c) Certificate in concept of unemployment insurance, temporary incapacity, social Security for drivers (whichever applies) issued by the Department of Labor and Human Resources.
- (d) Certificate of Incorporation
- (e) Good Standing Certificate issued by the Department of State of Puerto Rico.

Said Certificates are due at the signing of this contract. If CONTRACTOR fails to provide all the Certificates at said date, the AUTHORITY will grant a time an extension of thirty (30) days from the signature date to comply with said requirement due to the emergency weather conditions. Notwithstanding the above, full compliance with the aforementioned requirements constitutes a condition precedent for payment under this Contract. Accordingly, CONTRACTOR agrees and accepts that the AUTHORITY will not process any certification for payment submitted by CONTRACTOR until said requirements are fully met by CONTRACTOR.

**SIXTEENTH:** The CONTRACTOR hereby certifies that it is duly authorized to do business under the laws of the Commonwealth of Puerto Rico and the execution, delivery and performance thereof are within the CONTRACTOR's authorized powers and are not in contravention of law.

**SEVENTEENTH:** The CONTRACTOR certifies that at the time of execution of this Agreement, it has not been convicted, nor has admitted culpability, or has knowledge that it is been investigated as part of a criminal or civil process in either federal or state courts for felonies related to the misuse of national or public funds or property. The CONTRACTOR expressly acknowledges that this certification is an essential condition of this Agreement, and that if it is proven false, in whole or in part, it shall be grounds to terminate this Agreement immediately without limitation of any other rights herein established and the CONTRACTOR will have to reimburse all sum of money earned to the date. The CONTRACTOR accepts the continuing nature of this obligation through the term of this Agreement. In accordance with the Circular Letter number 2009-01 issued by the Department of Justice of the Commonwealth of Puerto Rico on March 9, 2009, the CONTRACTOR:

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- (a) Certifies that he has not been convicted, nor has probable cause been found for his arrest for any crime against the State, faith or public function; against the governmental exercise; or that involves funds or public property, in the federal or state scope.
  - (b) Certifies that neither he nor any of the company shareholders, partners, officials, managers, employees, subsidiaries or holding companies has been convicted, nor has probable cause been found for their arrest, for no crime against the State, faith or public function; against the governmental exercise; or that involves funds or public property, in the federal or state scope.
  - (c) He is committed to inform continuously, during the term of the contract, any fact related to any investigation for the commission of a crime against the State, faith or public function; against the governmental exercise; that involves funds or public property, in the federal or state scope. This obligation will have to be continuous during all the stages of the hiring and execution of the contract.
  - (d) Certifies that during ten years previous to the formalization of the contract has not committed any crime against the State, faith or public function; against the governmental exercise; or that involves funds or public property, in the federal or state scope.
  - (e) He is committed to inform even about those cases in which probable cause for the arrest has not been found, when no allegation of guilt has been made or an accusation against the contractor has been filed, but statements or admissions of a crime have been made against him/her.

The **CONTRACTOR** herein also certifies that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. In the event that the CONTRACTOR is in such List, this agreement shall be canceled, terminated or suspended by the AUTHORITY. The CONTRACTOR shall comply with the non-procurement debarment and suspension certification requirements of 49 CFR Part 29, and shall submit evidence to the AUTHORITY by providing an eligibility affidavit upon the execution of this agreement.


If these certifications are not partially or completely correct, it will be reason enough for the DEPARTMENT or the AUTHORITY to terminate this contract immediately, without a previous notice and the CONTRACTOR will have to reimburse the money received until that day. This obligation is continuous during all the stages of the hiring. If the CONTRACTOR is a corporation, it certifies that its shareholders and officials fulfill with the above mentioned conditions.

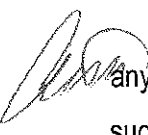
**EIGHTTEENTH:** The CONTRACTOR shall at all times observe and comply with the provisions of all U.S. Government and Commonwealth of Puerto Rico Laws and local ordinances and regulations applicable to the prosecution of all work covered by this agreement. Attention is called to Law Number 120, approved on October 31, 1994, as amended, known as Commonwealth Income Tax Act of 1994 and to Federal and Commonwealth Labor Laws. The AUTHORITY shall retain the corresponding amount per taxes, on revenues obtained from this agreement as set forth in the regulations approved by the Secretary of the Department of Treasury. The CONTRACTOR shall be responsible of furnishing evidence of any partial or total exemptions from such retention as certified by the Department of Treasury.

**NINETEENTH: BUY AMERICA REQUIREMENT:** The Contractor agrees that in accordance with Federal Regulations, neither the Contractor nor any vendor or its will use Federal funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor/vendor understands that this requirement may only be waived by the applicable federal agency in limited situations.

**TWENTYIETH: DBE PARTICIPATION.** This project requires the utilization of disadvantage business enterprises in accordance with the Disadvantaged Business Enterprises (**DBE**) Program Contract Provisions which has been included in this contract book.

The Contractor shall comply with all the requirements included herein as well as those included in FHWA Form 1273 attached hereto.

 **TWENTY-FIRST:** The CONTRACTOR shall be solely responsible for and shall save the AUTHORITY harmless from any claim or action for any injury or damage to any person, employee and/or property to the extent such injury or damage was sustained through negligence or misconduct of any employee of the CONTRACTOR in connection with the performance of the services hereunder.

 The AUTHORITY shall save the CONTRACTOR harmless from any claim or action for any injury to any person, employee, and/or damage to property, including property of the CONTRACTOR, to the extent such injury or damage was sustained through negligence or misconduct of any AUTHORITY's official.

**TWENTY-SECOND:** All notices required or necessary to be given to the parties shall be forwarded in writing, via U.S. Mail, certified and with return receipt requested, to the following addresses:

To the AUTHORITY:

Eng. Carlos M. Contreras Aponte  
Executive Director  
Puerto Rico Highway and Transportation Authority  
P.O. Box 42007  
San Juan, Puerto Rico 00940-2007



To the CONTRACTOR:

LUJANI GENERAL CONTRACTOR, INC  
Box 1353 Corozal, PR 00983


**TWENTY-THIRD:** In connection with the execution of this agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

**TWENTY-FOURTH:** The AUTHORITY, the DEPARTMENT, and the United States Department of Transportation (U.S. DOT) shall be the sole owners of any patentable results arising out of this agreement, as well as all information, designs, specifications, know-how, data and findings, and/or copyrights. These shall be made available to the Federal Government for public use, unless the U.S. DOT in a specific case, where it is legally permissible to do so, shall determine that it is in the public interest that it not be so made available.

**TWENTY-FIFTH:** Any dispute, regardless of the amount, will be litigated in a Commonwealth of Puerto Rico court of competent jurisdiction, in San Juan.

**TWENTY-SIX:** All exhibits are made part of this agreement. In case of any discrepancies between the exhibits and this agreement, the latter shall prevail.

**TWENTY-SEVEN:** The invalidity of any Article, Section, Subsection, Clause or provision of this agreement shall not affect the validity of the remaining Articles, Sections, Subsections, Clauses or provisions hereof.

  
**TWENTY-EIGHT:** This contract does not in any way create the relationship of principal and agent between the Authority and the CONTRACTOR and under no circumstance shall be considered to be an agent of Authority. The execution of this contract shall not generate any right or benefit for the CONTRACTOR, its employees, officers or employees, as employees of the Authority or the Commonwealth of Puerto Rico or of any agency, instrumentality, public corporation or municipality may be entitled on account of their status as such, pursuant to law or regulation including, but not limited to vacation and sick leave, worker compensation or any such benefits.

**TWENTYNINE:** The AUTHORITY shall remit a copy of this Agreement to the Office of the Comptroller within fifteen (15) days following the date of the execution of this Agreement or any subsequent amendment of this Agreement.

**"No provision or consideration of services object of this contract may be demanded until the same has been filed for registration with the Office of the Comptroller pursuant to the provisions of Act No. 18 of October 30, 1975, as amended"**

Upon document registration, the Office of the Comptroller will remit form: Model OC-08-08 entitled "CERTIFICATION", regarding the execution of contracts, deeds, and other related documents."


**THIRTY: NON-COLLUSION STATEMENT.** The Contractor affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The prices in this proposal have been arrived at independently without any collusion, consultation, communication, or agreement with any other bidder or with any competitor for the purpose of restricting competition.

No attempt has been made or will be made by myself or any member of my organization to induce any other person or organization to submit or not to submit a proposal for this bid, or otherwise taken any action in restraint of free competitive bidding.

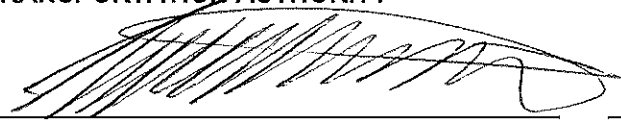
**THIRTY- ONE:** Both contracting parties acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Chief of Staff of the Governor of Puerto Rico these services will be performed under the same terms and conditions in terms of hours and work compensation set forth in this contract, provided that such entity shall comply with all the obligations of the Authority under 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.

**THIRTY-TWO:** The Chief of Staff of the Governor of Puerto Rico shall have the power to terminate this contract at any time without any previous notice.

 IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico, this 28 day of February, 2018.

  
**PUERTO RICO HIGHWAYS AND  
TRANSPORTATION AUTHORITY**

**LUJANI GENERAL CONTRACTOR, INC;**

  
Eng. Carlos M. Contreras Aponte  
Executive Director  
Tax Identification No.

  
Luis J. Nieves Robles  
President  
Tax Identification No.

  
Eng. Carlos M. Contreras Aponte  
Secretary  
Department of Transportation and Public Works

**REVIEWED IN ITS LEGAL FORMAT BY:**

  
Juan M. Maldonado De Jesús

Exhibit A

May 13, 2015  
Rev. Oct 17, 2017

GOVERNMENT OF PUERTO RICO  
PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY  
ESTIMATES AND BIDS OFFICE

FIXED UNIT PRICES FOR ER PROJECTS

Item No.	Spec No.	Description	Unit	Avg Price	Labor Level	Labor Adjusted Price
1	151	Mobilization	LS	10%	N/A	
2	201	Clearing and Grubbing	Cda	5,000.00	L	5,100.00
3	202	Removal Structures and Obstructions	LS	5,000.00	L	5,100.00
4	202	Debris Removal	CuM Truck Measure	50.00	H	52.45
5	203	Backfill Material	CUM	25.00	L	25.50
6	203	Borrow Class B	CUM	35.00	L	35.70
7	203	Borrow Class D	CUM	15.00	L	15.30
8	203	Unclassified Excavation	CUM	20.00	L	20.40
9	205	Trench Excavation	CuM	25.00	L	25.50
10	206	Unclassified Excavation Structures	CuM	40.00	L	40.80
11	209	Sheathing	CuM	55.00	L	56.15
12	301	Subbase Courses	CuM	35.00	L	35.70
13	304	Aggregate Base Course	CuM	55.00	L	56.15
	401	HPM Bituminous S(75)(12)				
14		0 to 99 Tons	Tons	220.00	N/A	220.00
15		100 to 399 Tons	Tons	175.00	N/A	175.00
16		400 and over	Tons	135.00	N/A	135.00
	401	HPM Bituminous B(75)				
17		0 to 99 Tons	Tons	220.00	N/A	220.00
18		100 to 399 Tons	Tons	175.00	N/A	175.00
19		400 and over	Tons	135.00	N/A	135.00
20	403	Cold Milling Bitum Conc Pavement	CuM	85.00	N/A	85.00
21	601	Class A Concrete	CuM	650.00	H	681.85
22	601	Rubble Concrete	CuM	525.00	H	550.70
23	602	Reinforcing Steel	Lbs	2.00	H	2.10
24	603	18" RC Pipe Class III	LnM	125.00	H	131.10
25	603	24" RC Pipe Class III	LnM	150.00	H	157.35
26	603	30" RC Pipe Class III	LnM	200.00	H	209.80
27	603	36" RC Pipe Class III	LnM	250.00	H	262.25
28	603	42" RC Pipe Class III	LnM	400.00	H	419.60
29	603	54" RC Pipe Class III	LnM	600.00	H	629.40
30	603	60" RC Pipe Class III	LnM	1,000.00	H	1,050.00
31	603	Prefab Box Sect 1.83x1.83 Mt	LnM	5,000.00	H	5,245.00
32	603	Prefab Box Sect 2.5x2.5 Mt	LnM	7,000.00	H	7,340.00
33	603	Prefab Box Sect 3.0x3.0 Mt	LnM	10,000.00	H	10,490.00
34	604	PCC for Drainage Structures	CuM	1,000.00	H	1,049.00
35	604	Manholes D=1.2, Ht. 0-3	LnM	5,000.00	H	5,245.00

GOVERNMENT OF PUERTO RICO  
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Item No.	Spec No.	Description	Unit	Avg Price	Labor Level	Labor Adjusted Price
36	604	Manholes D=1.2, Ht. 3-6	LnM	7,000.00	H	7,343.00
37	604	Manholes D=1.5, Ht. 6-9	LnM	12,000.00	H	12,585.00
38	604	Manhole Adjustments	Each	1,000.00	H	1,050.00
39	605	Underdrain 6"Perf PVC	LnM	65.00	H	68.15
40	605	Underdrain (stones)	CuM	65.00	H	68.15
41	606	Guardrail (Single Face)	LnM	115.00	H	120.60
42	606	Guardrail (Double Face)	LnM	135.00	H	141.60
43	606	Rem Storage & Delivery Guardrail	LnM	15.00	H	15.70
44	607	Chain Link Fence	LnM	100.00	H	104.90
45	607	Barbed-Wire Fence	LnM	75.00	H	78.65
46	607	Chain Link Gate 1 Leave W=4 Mt	Each	1,500.00	H	1,573.50
47	607	Chain Link Gate 2 Leave W=8 Mt	Each	2,500.00	H	2,622.50
48	608	Sidewalks	SqM	65.00	H	68.15
49	609	Concrete Curb and Gutter	LnM	65.00	H	68.15
50	609	Concrete Curb and Gutter Type A	LnM	65.00	H	68.15
51	609	Concrete Curb and Gutter Type F	LnM	65.00	H	68.15
52	610	Concrete Barrier	LnM	235.00	H	246.50
53	611	Field Office and Laboratory	Month	4,200.00	L	4,285.00
54	613	Signs (Small)	SqM	1,000.00	M	1,035.00
55	613	Signs (Breakaway)	SqM	1,550.00	M	1,604.25
56	614	Gabions	CuM	400.00	H	419.60
57	617	Concrete Paved Waterway	SqM	65.00	H	68.15
58	618	Thermoplastic Pavt Marking (All Colors)	LnM	7.00	M	7.24
59	622	Filter Blanket	CuM	75.00	H	78.65
60	622	Rip Rap (All Types)	CuM	100.00	H	104.90
61	623	Stone Revetment (All Types)	CuM	125.00	H	131.10
62	626	Vetiver Grass	Each	8.00	H	8.40
63	631	Mech Applied Mortar (Shotcrete)	SqM	150.00	H	157.35
64	636	2 inches Ductile Iron Pipe	LnM	50.00	M	51.75
65	636	4 inches Ductile Iron Pipe	LnM	75.00	M	77.65
66	636	6 inches Ductile Iron Pipe	LnM	75.00	M	77.65
67	636	8 inches Ductile Iron Pipe	LnM	100.00	M	103.50
68	636	10 inches Ductile Iron Pipe	LnM	125.00	M	129.35
69	636	12 inches Ductile Iron Pipe	LnM	150.00	M	155.25
70	636	16 inches Ductile Iron Pipe	LnM	200.00	M	207.00
71	636	20 inches Ductile Iron Pipe	LnM	250.00	M	258.75
72	636	24 inches Ductile Iron Pipe	LnM	500.00	M	517.50
73	636	30 inches Ductile Iron Pipe	LnM	600.00	M	621.00
74	636	36 inches Ductile Iron Pipe	LnM	700.00	M	724.50

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Item No.	Spec No.	Description	Unit	Avg Price	Labor Level	Labor Adjusted Price
75	636	2 Gate Valve	Each	300.00	M	310.50
76	636	4 Gate Valve	Each	500.00	M	517.50
77	636	6 Gate Valve	Each	700.00	M	724.50
78	636	8 Gate Valve	Each	900.00	M	931.50
79	636	10 Gate Valve	Each	1,200.00	M	1,242.00
80	636	12 Gate Valve	Each	1,500.00	M	1,552.50
81	636	16 Gate Valve	Each	2,200.00	M	2,277.00
82	636	20 Gate Valve	Each	7,500.00	M	7,762.50
83	636	24 Gate Valve	Each	12,500.00	M	12,937.50
84	636	30 Gate Valve	Each	20,000.00	M	20,700.00
85	636	36 Gate Valve	Each	25,000.00	M	25,875.00
86	638	Drums	Each	100.00	M	103.50
87	638	Flashing Arrows	Day	80.00	M	82.80
88	638	Temporary Conc Barriers	LnM	160.00	M	165.60
89	638	Construction Signs	SqM	275.00	M	284.60
90	638	PCMS	Month	1,500.00	M	1,552.50
91	638	Removal Pavement Markings	LnM	3.00	M	3.10
92	640	Raised Pvt Markers (Ojo gato)	Each	8.00	M	8.28
93	661	Project Funding Sign (16'X8")	Each	4,000.00	L	4,080.00
94	947	Paving Structural Geogrid	SqM	10.00	M	10.35
95	610&607	Concrete Barrier with Expanded Metal Fence	LnM	600.00	M	621.00
96		Granular Borrow	CuM	25.00	H	26.20
97		Retaining Wall (1-3 Mt Ht.)	LnM	5,000.00	H	5,245.00
98		Retaining Wall (3-5 Mt Ht.)	LnM	7,000.00	H	7,343.00
99		Retaining Wall (5 Mt Ht.)	LnM	10,000.00	H	10,490.00
100		Prefabricated Steel Bridge	SqM	2,000.00	H	2,098.00
	962	HPM Bituminous S(75)(12)				
101		0 to 99 Tons	Tons	220.00	N/A	
102		100 to 399 Tons	Tons	175.00	N/A	
104		400 and over	Tons	135.00	N/A	
	962	HPM Bituminous B(75)				
103		0 to 99 Tons	Tons	220.00	N/A	
104		100 to 399 Tons	Tons	175.00	N/A	
105		400 and over	Tons	135.00	N/A	
106	905	Flowable Fill	CuM	450.00		
107	601	Class D Concrete (5,000 psi)	CuM	720.00	H	755.25
108	203	Borrow Class A	CuM	30.00		
			Truck Measure		L	30.60

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Item No.	Spec No.	Description	Unit	Avg Price	Labor Level	Labor Adjusted Price
109	636	2 inches PVC Pipe SDR-14	LnM	50.00	M	51.75
110	636	4 inches PVC Pipe SDR-14	LnM	75.00	M	77.60
111	636	6 inches PVC Pipe SDR-14	LnM	75.00	M	77.60
112	636	8 inches PVC Pipe SDR-14	LnM	100.00	M	103.50
113	636	10 inches PVC Pipe SDR-14	LnM	125.00	M	129.35
114	305	Lean Concrete Base	CuM	470.00	L	479.85

Notes: Unit Bid Prices included in this list were obtained from CONSPECS2 software. CONSPECS2 is a software created for the Estimates and Bids Advisory Office (EBAO) of the PRHTA. The included prices were calculated from the weighted average from the lowest three bidders obtained from previous bids during the past twelve months. Adjustments to the statistically obtained values were made due to the complexity of the ER projects according to EBAO's Chief Engineering Judgement

Labor Adjusted Price is related to an adjustment to Minimum Wage determined by Puerto Rico Governor Executive Order No. OE2017-26. This order establishes an increase the minimum wage for Governmental Construction Contracts. Labor levels are determined to be a part of the price L (15%); M (25%) and H (35%). According to the executive order the wage increase equals to 14% of 2016 existing wages.



Carlos A. Lloveras Mattei, PE  
Chief for Estimates and Bids Advisory Office  
Puerto Rico Highway and Transp. Authority

October 17, 2017

Date

Digitally signed by MARIBELL PEREZ  
Date: 2017.10.30 09:55:16 -04'00'

Division Administrator  
Federal Highway Administration

October 30, 2017

Date