

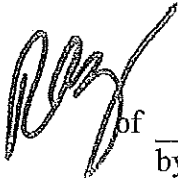
Government of Puerto Rico  
Department of Transportation and Public Works  
**HIGHWAY AND TRANSPORTATION AUTHORITY**  
Estimates and Bids Advisory Office

Effective Date From: FEBRUARY 1 26 1 2019 To: FEBRUARY 1 20 1 2020

Accounts: \_\_\_\_\_

**CONTRACT**

Contract No. 2019-000208



THIS AGREEMENT, made and executed on the 25 day of FEBRUARY in the year of Our Lord, two thousand and nineteen, by the between the Executive Director in the name of the Puerto Rico Highway and Transportation Authority, party of the first part, and Comas & Comas Contractors Corp. his (or their) executors, administrators, heirs, successors or assignees, party of the second part; and hereinafter designated as Contractor domiciled and doing business in Mayagüez, Puerto Rico 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:

AC-800561 (B009999561) ER-9999 (361)

Posting of Bridges for Load Restriction

Island wide


with a contract amount of: \$ 762,960.00


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)

  
\_\_\_\_\_  
CONTRACTOR.  
Party of the Second Part.


\_\_\_\_\_  
Employer Identification Number

By: Carlos J. Comas Durr  
(Print Name)

President  
(Title)

PO Box 6447  
Mayagüez, PR 00681  
(Business Address)

CORPORATE SEAL





# GOBIERNO DE PUERTO RICO

Autoridad de Carreteras y Transportación

25 de febrero de 2019

Comas & Comas Contractors, Corp.  
PO Box 6447  
Mayagüez, Puerto Rico 00681-6447

## ORDEN DE COMIENZO

### PREYECTO CON AYUDA FEDERAL ER-9999 (361) INSTALACIÓN DE ROTULACIÓN DE PUENTES EN TODA LA ISLA PARA RESTRICCIÓN DE CARGA

AC-800561 / B009999561

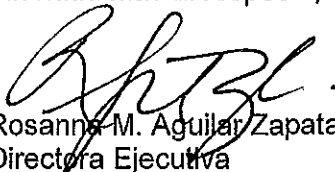
Estimados señores:

Por la presente se les autoriza a comenzar la construcción del proyecto de referencia. La ejecución de este proyecto deberá comenzar el martes 26 de febrero de 2019.

Los documentos del contrato especifican una duración de ciento ochenta (180) días calendario, término que vence el 24 de agosto 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 20 de febrero de 2020.

Sin nada más al respecto, me despido muy respetuosamente,

  
Rosanna M. Aguilar Zapata, PE  
Directora Ejecutiva



POSTING OF BRIDGES FOR LOAD RESTRICTION, ISLANDWIDE

AC-800561/B009999561/ZP-9999(369)

PROPOSAL SCHEDULE

Item No.	Spec.	Approx. Quantity	Unit	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS IN THE BLANK SPACES	Unit Bid Price	Amount (\$)
1	151-001	1.00	LS	Mobilization at Seventy-Five Thousand with 00/100 Dollars Per LS	\$75,000.00	\$75,000.00
2	611-011	6	Month	Field and Laboratory Office Model 2 at Two Thousand with 00/100 Dollars Per Month	\$2,000.00	\$12,000.00
3	613-001	1,038	Each	Traffic Sign Assembly Code 1 (R12-1) at Three Hundred Sixty with 00/100 Per Each	\$360.00	\$373,680.00
4	613-001	392	Each	Traffic Sign Assembly Code 2 (R12-5) at Six Hundred Ninety with 00/100 Dollars Per Each	690.00	\$270,480.00
5	638-005	60	Each	Drums at Eighty with 00/100 Dollars Per Each	\$80.00	\$4,800.00
6	638-010	60	LnM	Temporary Concrete Barrier at Two Hundred Twenty-Five with 00/100 Dollars Per LnM	\$225.00	\$13,500.00
7	638-047	180	Days	Flashing Arrow Signs at Seventy-Five with 00/100 Dollars Per Day	\$75.00	\$13,500.00

= \$762,960.00

TOTAL BID Seven Hundred Sixty-Two Thousand Nine Hundred Sixty with 00/100 Dollars

CONTRACTOR'S SIGNATURE  
Carlos J. Comas Díaz - President  
Comas & Comas Contractors, Corp.



**GOBIERNO DE PUERTO RICO**  
Autoridad de Carreteras y Transportación

19 de febrero de 2019

**Comas & Comas Contractors Corp.**  
PO Box 6447  
Mayagüez, Puerto Rico 00681-6447

**JC & Associates Property Management Group, Inc.**  
PMB 398  
405 Ave. Esmeralda  
Guaynabo, PR, 00969

**Desarrolladora JA, Inc.**  
PO Box 343  
Isabela, PR 00662

**Constructora I. Meléndez LLC**  
Betances 15 Suite 3  
Santa Isabel, PR 00757-2616

**Ferrovial Agromán LLC**  
1250 Ponce de León Avenue  
San José Building Suite 901  
San Juan, Puerto Rico 00907

**SUBASTA POR INVITACIÓN**  
**AC-800561 / ZP-9999(361) / B009999561**  
**INSTALACIÓN DE ROTULACIÓN EN PUENTES EN TODA LA ISLA**  
**PARA RESTRICCIÓN DE CARGA, PUERTO RICO**

Estimados señores:

Conforme a lo establecido, el día 8 de febrero de 2019, el Área de Construcción de la Autoridad de Carreteras y Transportación (ACT) celebró la subasta por invitación para el proyecto antes descrito. A la misma comparecieron los siguientes licitadores: *Comas & Comas Contractors Corp.*, *JC & Associates Property Management Group, Inc.*; *Desarrolladora JA, Inc.*; *Constructora I. Meléndez LLC* y *Ferrovial Agromán LLC*. quienes sometieron sus propuestas.



Las propuestas sometidas y aceptadas por la Autoridad fueron las siguientes:

LICITADOR	PROPOSICION SOMETIDA	PROPOSICION REVISADA
Comas & Comas Contractors Corp.	\$ 762,960.00	\$ 762,960.00
JC & Associates Property Management Group, Inc.	\$ 851,820.00	\$ 880,340.00
Desarrolladora JA, Inc.	\$ 1,699,900.00	\$ 1,699,900.00
Constructora I. Meléndez LLC	\$ 1,799,532.00	\$ 1,799,532.00
Ferrovial Agromán, LLC	\$ 1,860,000.00	\$ 1,860,000.00

Durante el análisis de las propuestas se encontró la siguiente irregularidad:

- **JC & Associates Property Management Group Inc**, cometió error de multiplicación en las partidas #5 y #6 de su propuesta.

El Área de Construcción les notifica que, luego de evaluar cuidadosamente las propuestas sometidas que cumplan con todos los requisitos de la Subasta, la misma fue adjudicada el 12 de febrero de 2019, al postor más bajo que cumple con las especificaciones y con la ley, **Comas & Comas Contractors Corp.**, por la cantidad de su proposición de **\$762,960.00**.

La compañía **Comas & Comas Contractors Corp.**, quien fue el postor agraciado, deberá radicar los siguientes documentos en original y una (1) copia en nuestra Oficina de Gerencia de Construcción, dentro de los próximos cinco (5) días laborables contados a partir de la fecha de recibo de esta carta. También incluirá sellos de Rentas Internas por **\$3.00** y del Colegio de Ingenieros por **\$763.00**, de manera que se pueda formalizar el contrato.


- Performance Bond 100%
- Payment Bond 100%
- Workmen's Compensation
- Employer's Liability
- Comprehensive General Liability, incluyendo:
  - Contractor's Protective Liability
  - Contractual Liability with Indemnity Wording
  - Complete Operations extending twelve (12) months beyond completion of the work
  - Explosion, Collapse and Underground Coverage



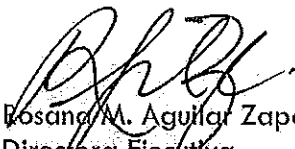
- Owners and Protective Liability in the name of the Authority
- Thirty (30) days cancellation notice endorsement on all policies (other than bonds)
- Additional Insured Endorsement (P.R.H.A) on all policies
- Automobile Comprehensive Liability
- Hold Harmless Agreement
- Certificación Departamento de Hacienda de Planilla de Contribución sobre Ingresos durante los últimos cinco (5) años
- Certificación de Deuda del Departamento de Hacienda
- Certificación Centro de Recaudaciones de Impuestos Municipales (CRIM)
- Certificación contribución sobre salario por desempleo
- Seguro de Incapacidad
- Seguro Choferil
- Fianza del Departamento del Trabajo para garantizar Pago de Salarios a Obreros
- Certificación de Utilización de Empresas en Desventaja Económica (Certificate of DBE Utilization) y/o Contratista participante del Programa DBE (Certification of Contractor, Consultant or Offeror for DBE Annual State Goal)

Tan pronto el documento de contrato esté listo para la firma le notificaremos a **Comas & Comas Contractors Corp.**, para que pase por la Oficina de Gerencia de Construcción del Área de Construcción, a firmar el contrato para el desarrollo del proyecto de referencia.

Certifico además que, en el día de hoy, se notificó vía correo electrónico, los resultados a los licitadores, a sus direcciones de correos electrónicos indicados, habiendo en esta misma fecha archivado copia de esta notificación.

 Gracias por su participación en nuestra subasta.

Cordialmente,

  
Rosana M. Aguilar Zapata, P.E.  
Directora Ejecutiva

  
6512/BTC/lir/