



Hon. Pedro R. Pierluisi Urrutia  
Gobernador

Lcda. Karla G. Mercado Rivera  
Administradora y Principal Oficial de Compras

## AMENDMENT NO. 2

### FORMAL BID 22-2841

#### **TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO**

**Subject:** Modification for audited or compiled financial statement period; and Attachment XVI.

Bidders interested in participating in the Formal Bid 22-2841 are notified of the following amendment:

- I. Section e of article 4.2 of the Bid Documents for Formal Bid 22-2841 is amended to read as follow:

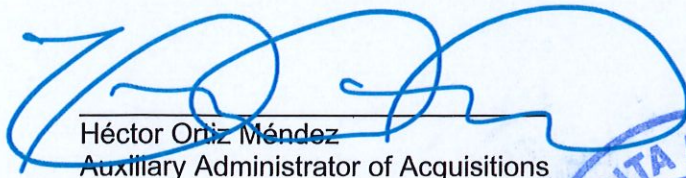
*"e) Audited or compiled financial statement, as applicable, no older than eighteen (18) months."*

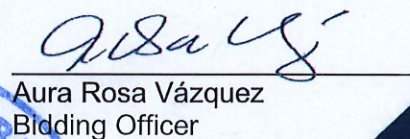
- II. Section 26 of the Supplementary General Conditions of the Bid Documents for Formal Bid 22-2841 is amended to read as follow:

*"...  
The Bidder must also include a copy of their audited or compiled financial statement, as applicable, no older than eighteen (18) months, along with evidence of a credit line of at least twenty-five thousand (\$25,000) dollars or a bank certification issued by the bank establishing that the bidders has said amount in its account. The bank certification must be dated at least thirty (30) days prior the date for de offer's submissions."*

- III. Herewith Attachment XVI – Special Conditions as amended, for the purpose of modifying the wording of section G. This document replaces the previously published with the Bid Documents.

This amendment is part of the documents of the Formal Bid 22-2841 and must be included with the offer. All other terms, specifications and conditions remain unaltered.

  
Héctor Ortiz Méndez  
Auxiliary Administrator of Acquisitions

  
Aura Rosa Vázquez  
Bidding Officer

Issued: April 13, 2022  
In San Juan, Puerto Rico

ADMINISTRACIÓN DE SERVICIOS GENERALES  
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**Attachment XVI**

**SPECIAL**  
**CONDITIONS AMENDMENT**  
**FORMAL BID 22-2841**

**SPECIAL CONDITIONS**

**FUNGUS REMOVAL, GENERAL PAINTING  
AND PREVENTIVE MAINTENANCE WORKS**  
ESSER II Program

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#### **A. SCOPE OF WORK**

**The entire work for each project included on this Contract, consists mainly, but is not limited to the following items of work:**

- 1. Preparation and submission of certified schematic architectural drawings for improvements on all existing school buildings and related site facilities included as part of this Contract. This item of work must include, at least, plans and elevations showing actual dimensions of all surfaces to be repaired, plastered, and painted (reinforced concrete, masonry, asphalt, wood, metal, aluminum, etc.), actual dimensions and location of architectural facilities at site (gazebos, plazas, perimeter fences, handicapped ramps, sidewalks, etc.), and actual dimensions and location of mechanical & electrical utilities at site, such as septic tanks, grease traps, electric power generators, sanitary sewer system's pump station and manholes, storm sewer inlets, etc. Unit price quotation for this work must be submitted as part of Item No. 1 of Proposal (Price Worksheet, Attachment V).**
- 2. Water blasting of exposed concrete surfaces at each project's site, including but not limited to sidewalks, curbs, benches, exterior slabs on ground and ramps. Unit price quotation for this work must be submitted as part of Item No. 2 of Proposal (Price Worksheet, Attachment V).**
- 3. Water blasting of all exterior reinforced concrete and masonry surfaces to be painted. Exterior surfaces include but is not limited to existing school buildings' facades, retaining walls, reinforced concrete/masonry walls & parapets, reinforced concrete ceilings at exposed hallways and reinforced concrete beams, eaves & columns. This item of work must include cleaning with approved fungicide product to remove impurities and fungus, as part of previous surface preparation of such exposed surfaces. Unit price quotation for this work must be submitted as part of Item No. 3 of Proposal (Price Worksheet, Attachment V).**
- 4. Proper preparation and cleaning of all interior reinforced concrete and masonry surfaces to be painted. Interior surfaces include but is not limited to reinforced concrete/masonry walls and reinforced concrete ceilings, beams, and columns at existing classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc. This item of work must include cleaning with approved fungicide product to remove impurities and fungus, as directed by representative and as instructed and recommended by product's manufacturer; all in accordance with related sections of technical specifications. Unit price quotation for this work must be submitted as part of Item No. 4 of Proposal (Price Worksheet, Attachment V).**
- 5. Repair of non-structural cracking and damages on exterior/interior reinforced concrete & masonry surfaces, such as walls, ceilings, columns, slabs, eaves, beams, and parapets, through performing of waterproofing and/or sealing methods &**



procedures specified on related sections of technical specifications. **Unit price quotations for this work must be submitted as part of Item No. 5 and Item No. 6 of Proposal (Price Worksheet, Attachment V).**

- 6. Restoring of cement plaster finishing on exterior/interior surfaces due to previous existing damages, water blasting or surface cleaning activities.** Exterior/Interior surfaces must include reinforced concrete walls, ceilings, slabs, columns, eaves, and beams, as well as concrete masonry walls and parapets. This item of work must be performed as required and directed by inspector or designated representative, in accordance with all related sections of technical specifications. **Unit price quotations for this work must be submitted as part of Item No. 7 and Item No. 8 of Proposal (Price Worksheet, Attachment V).**
- 7. Repair of damaged section of exterior/interior concrete surfaces with exposed reinforced steel bars (*Laminación*),** as required and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Exterior/Interior surfaces must include but is not limited to reinforced concrete walls, ceilings, structural slabs, columns, eaves, and beams. **Unit price quotations for this work must be submitted as part of Item No. 9 and Item No. 10 of Proposal (Price Worksheet, Attachment V).**
- 8. Proper application of primer and paint products to all exterior concrete surfaces on all school building facades, hallways, stairs, and common areas on existing facilities, and all interior concrete surfaces on existing classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc.,** in accordance with all related sections of technical specifications. Item cost offer includes the removal and reinstallation of any personal property or furniture that prevents the application of the paint, as long as these goods are not mechanically attached to the surface to be painted. Exterior/Interior concrete surfaces must include but is not limited to reinforced concrete walls, ceilings, slabs, columns, eaves, and beams, as well as concrete masonry walls and parapets. Any proposed products (primer and paint) to be applied on each project's building & site facilities must require corresponding submittals provided by Contractor for approval. **Unit price quotations for this work must be submitted from Item No. 11 to Item No. 14 of Proposal (Price Worksheet, Attachment V).**
- 9. Proper application of primer and paint products to all exterior wood, aluminum, and metal surfaces on school building facades, hallways, stairs, common areas, and parking areas, as well as all interior wood, aluminum, and metal surfaces on classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc.,** including previous surface preparation as recommended by product manufacturer, in accordance with all related sections of technical specifications. Exterior/Interior surfaces must include but is not limited to wood/metal doors (both faces with frames), aluminum windows (both faces of *miami* type windows at facades and hallways), bathroom partitions w/ doors, steel columns (on metal structures or pre-engineered metal roofs), metal railings &

handrails, iron grilles, iron/steel gates, galvanized iron ornamental fence, and ventilation louvers. Any proposed products (primer and paint) to be applied on each project's building & site facilities must require corresponding submittals provided by Contractor for approval. **Unit price quotations for this work must be submitted from Item No. 15 to Item No. 18 of Proposal (Price Worksheet, Attachment V).**

- 10. Proper application of paint product on asphalt pavement surface for parking lines and handicapped symbols, respectively, including previous surface preparation as recommended by product manufacturer, in accordance with all related sections of technical specifications. This item includes the application of such paint product on existing concrete curbs. Any proposed paint product to be applied on parking areas must require corresponding submittal provided by Contractor for approval. Unit price quotations for this work must be submitted as part of Item No. 19 and Item No. 20 of Proposal (Price Worksheet, Attachment V).**
- 11. Proper application of floor paint product on basketball/volleyball court's surface (for lines at game area), including previous surface preparation as recommended by product manufacturer, in accordance with all related sections of technical specifications. Any proposed floor paint product to be applied on court surface area must require corresponding submittal provided by Contractor for approval. Lump-sum price quotation for this work must be submitted as part of Item No. 21 of Proposal (Price Worksheet, Attachment V).**
- 12. Polishing of exterior/interior floor surfaces with tile or polish concrete finishing, including previous surface preparation, in accordance with all related sections of technical specifications. Unit price quotations for this work must be submitted as part of Item No. 22 and Item No. 23 of Proposal (Price Worksheet, Attachment V).**
- 13. Furnishing and installation of ¾" heavy duty bird netting system, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by netting system manufacturer. Unit price quotation for this work must be submitted as part of Item No. 24 of Proposal (Price Worksheet, Attachment V).**
- 14. Pruning of Existing Trees, as directed by authorized representative, in accordance with stipulations of Cutting, Pruning and Forestation Permit issued by Puerto Rico Department of Natural and Environmental Resources (DRNA, by Spanish acronym) and Puerto Rico Permits and Endorsement Office (OGPE, by Spanish acronym), respectively, and in compliance with all latest applicable federal and state/local environmental codes, laws, and regulations. Unit price quotation for this work must be submitted as part of Item No. 25 of Proposal (Price Worksheet, Attachment V).**

**15. Acquisition or rent (weekly) of the following equipment, including related delivery and pick-up costs:**

- a) Scaffolding
- b) Boom Lift
- c) Scissors Lift
- d) Truck Crane with Basket
- e) Tank Truck

**Unit price quotations for this work must be submitted from Item No. 26 to Item No. 30 of Proposal (Price Worksheet, Attachment V).**

**16. Repair of Damaged Section of Interior Gypsum Board Surface including steel framing, as required and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Interior surfaces must include but is not limited to reinforced concrete or other construction material cover with gypsum board located in walls, ceilings, structural slabs, columns, eaves, and / or beams. Unit price quotations for this work must be submitted as part of Item No. 31 of Proposal (Price Worksheet, Attachment V).**

**17. Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing, as required and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Exterior surfaces must include but is not limited to reinforced concrete or other construction material cover with plycem concrete boards located in walls, ceilings, structural slabs, columns, eaves, and / or beams. Unit price quotations for this work must be submitted as part of Item No. 32 of Proposal (Price Worksheet, Attachment V).**

**18. Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary, as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost includes removal and disposition of existing ones. Unit price quotation for this work must be submitted as part of Item No. 33 of Proposal (Price Worksheet, Attachment V).**

**19. Supply and install Heavy Duty All Louver Awning Aluminum Window as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing windows to be removed. Unit price quotation for this work must be submitted as part of Item No. 34 of Proposal (Price Worksheet, Attachment V).**

**20. Supply and install Hollow metal doors, Flush, 3 hr fire rated, with or without Half Glass, Includes door handles and Door Closer, as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing doors to be removed. Unit price quotation for this work must be**

submitted as part of Item No. 35 and Item No. 36 of Proposal (Price Worksheet, Attachment V).

21. **Supply and install Touch bar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated and NON Fire Rated**, as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 37 and Item No. 38 of Proposal (Price Worksheet, Attachment V).**
22. **Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 39 of Proposal (Price Worksheet, Attachment V).**
23. **Supply and Install Building Separation Joints, includes removal, disposal and joint repair** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 40 of Proposal (Price Worksheet, Attachment V).**
24. **Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence**, as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing fence to be removed. **Unit price quotation for this work must be submitted as part of Item No. 41 of Proposal (Price Worksheet, Attachment V).**
25. **Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle or Straight Blade Receptacle, Commercial Environments**, includes cover as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 42 and Item No. 43 of Proposal (Price Worksheet, Attachment V).**
26. **Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover**, as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 44 of Proposal (Price Worksheet, Attachment V).**

**All items of work included on this Contract shall be performed in compliance with Special Conditions, Supplementary Special Conditions, technical specifications, and**



all remaining Contract Documents, as well as all latest applicable federal and state/local construction standards, codes, laws, and regulations.

Any paintwork on exposed metal surfaces, concrete curbs or asphalt pavement must consider possible presence of lead-based paint on such surfaces. Consequently, previous surface preparation, prior to application of new paint finish, must be performed by a firm properly certified in the handling, removal, and disposal of regulated materials, as indicated on Supplementary Special Conditions (to be submitted on further addenda), in strict compliance with all latest applicable federal and state/local environmental standards, codes, laws, and regulations.

**B. LOCATION**

The entire work shall be accomplished at the existing sites and building facilities of all schools included on this Contract. For physical address and location of each public school, please refer to the special attachments as part of Contract Documents for this bid.

**C. TIME FOR COMPLETION**

The entire work for each project included on this Contract shall be completed within one hundred and eighty (180) calendar days, from the date of written notice issued to the Contractor to proceed with the work.

**D. LIQUIDATED DAMAGES**

If the Contractor or, the Surety in case of Termination for Cause, fails to complete all the work in any of the projects, within the time specified in the Contract (or as extended by the written authorization of the Owner), a deduction of the amount

stipulated in the Article 9.5.1 of Uniform General Conditions for Public Works Contract (and the Agreement), divided by the quantity of projects included on the Contract (maximum of ten (10) projects), will be applied per delayed project and for each calendar day of the Contract that such work remains uncompleted. The Owner will deduct such amount from any money due (or that may become due the Contractor) or his Surety under the Contract, after the expiration of the time limit to execute the Work as described on 9.1.4 of Uniform General Conditions for Public Works Contract. The amount mentioned above and stipulated on the Agreement (or otherwise if otherwise specified in the Contract Documents, as the case may be) shall be considered and treated not as penalty, but as a total, fixed and agreed liquidated damages due the Owner by the Contractor, or by the Surety (in case of Termination for Cause). The Owner should apply liquidated damages' deductions as consequence of, but not limited to the following causes: Public inconvenience, obstruction to traffic interference with and/or loss of business, increase of engineering, inspection & administrative cost to the Owner, and other costs and expenses that have caused an expenditure of public funds. Such causes shall occur as consequence of the Contractor, or in case of Termination for Cause of the Surety, failure to complete the work within the time specified in the contract.

**E. DISTRIBUTION OF DOCUMENTS AND DRAWINGS**

All prospective bidders are responsible to obtain any number of sets of Contract Documents (including technical specifications), in accordance with instructions and dates schedule indicated on Announcement for Bids (*Aviso de Subasta*) submitted by . Digital copies of such documents and specifications, (recorded on compact disks – CD) will be available at the Bids Coordinator Division, located on 6<sup>th</sup> Floor, North Building, Roberto Sánchez Vilella Government Office Center (Minillas Government Center), Santurce, Puerto Rico.

**F. SPECIAL CLAUSES IN CONSTRUCTION CONTRACTS**

1. The Contractor shall contract the human resources, necessary technical help, materials, and supplies within the Municipality where the work object of this contract will be carried out. If it is not possible to contract the human resources, necessary technical help, materials, and supplies in the area, as an alternative, said services can be contracted out of the Municipality, only if it is made clear to the Owner's satisfaction that pertinent effort has been made to obtain same without success.
2. The Contractor is required to comply with Law 109, approved on July 12, 1985, which makes it mandatory the use of construction materials manufactured in Puerto Rico in the construction, reconstruction, conservation, or reparation works on public buildings financed with public funds.

3. **The Contractor is required to comply** with applicable stipulations indicated on the official memos identified as *Carta Circular 141-17* and *Carta Circular 144-17*, issued by State Budget and Management Office (*Oficina de Gerencia y Presupuesto*) on January 30, 2017, and March 10, 2017, respectively. Texts of both memos are included as part of Contract Documents under the section identified as Related Laws (Part II).
4. **The Contractor is required to comply with applicable stipulations indicated on Administrative Bulletin OE-2021-023**, related to an Executive Order of the Governor of Puerto Rico, to increase the minimum wage for Contractor's workers in federal publicly funded reconstruction projects, derogating former Administrative Bulletins OE-2018-33 and OE-2020-75. Signed copy of such bulletin is included as part of Contract Documents under the section identified as Related Laws (Part II).
5. **The Contractor is required to comply with all applicable stipulations of the following laws of the Commonwealth of Puerto Rico:**
  - a) **Law No. 117, approved on July 4, 2006**, known as *Ley de Justicia Contributiva 2006*, which impose state and municipal taxes identified as *Impuesto de Venta y Uso (IVU)*.
  - b) **Law No. 72, approved on May 29, 2015**, which amends several articles of Puerto Rico Internal Revenue Code, some of them related to state and municipal taxes.
6. **The Contractor must comply with following laws of the Commonwealth of Puerto Rico**, which texts are included as part of Contract Documents under the section identified as Related Laws (Part I and Part II):
  - a) **Law No. 105, approved on August 6, 1996** (*Ley Uniforme para la Contratación de Proveedores de Acarreo de Agregados o Materias Análogas y de Servicio de Grúas por Agencias Gubernamentales*), which makes mandatory to Contractors of Government Agencies and Public Corporations of the Commonwealth of Puerto Rico, the request of the corresponding documentation and authorization from Public Services Commission (*Comisión de Servicio Público*) to all suppliers of hauling services and aggregate/fill material transportation.
  - b) **Law No. 14, approved on January 8, 2004** (*Ley para la Inversión en la Industria Puertorriqueña*), as amended, that stipulates the public policy and defines parameters to promotes the purchase of local manufactured products and the acquisition of services offered by local firms or companies settled in Puerto Rico, by Government Agencies and Public Corporations of the Commonwealth of Puerto Rico, derogating former Law No. 42 of August 5, 1989.

c) **Law No. 2, approved on January 4, 2018**, that stipulates amendments to anti-corruption laws and ordinances (consolidating all of them into new regulations to enforce new anti-corruption code that derogate former Law No. 458-2000 and Law No. 84-2002.

d) **Law No. 73, approved on July 23, 2019** (*Ley de la Administración de Servicios Generales para la Centralización de las Compras del Gobierno de Puerto Rico de 2019*) that stipulates the mandatory enrollment for Contractors and Suppliers of Products and Non-Professional Services to the Unique Bidders' Registry (*Registro Único de Licitadores*), prepared and managed by Puerto Rico General Services Administration (*Administración de Servicios Generales*), derogating former Law No. 85-2002.

**7. The Contractor must comply with all federal laws, regulations, and/or executive orders, including but not limited to the ones related to the following items:**

- a) **Small and Minority Businesses**, women-owned business enterprise, and labor surplus area businesses.
- b) **Termination due to use of federal awards**
- c) **Contracts for more than the simplified acquisition threshold**
- d) **Rights to Inventions Made Under a Contract or Agreement**
- e) **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) **Byrd Anti-Lobbying Amendment**, 31 U.S.C. § 1352 (as amended)
- g) **Clean Air Act and the Federal Water Pollution Control Act**
- h) **Debarment, Suspension, and Ineligibility**
- i) **Copeland Anti-Kickback Act** (applicable to all contracts subject to the Davis- Bacon Act)
- j) **U.S. Department of Homeland Security Seal, Logo, and Flags**
- k) **Costs**
- l) **Program Fraud and False or Fraudulent Statements or Related Acts**
- m) **Procurement of Recovered Materials**
- n) **Domestic Products, Buy American Act**
- o) **Advertisements and Signs**
- p) **Seatbelt and Texting Policies**
- q) **Access to Records**
- r) **Records Retention**
- s) **Conflict of interest:**
  - 1. Limited Denial of Participation.
  - 2. Interest by Members of Local Authority and Governing Body
  - 3. Covenant against Contingent Fees
  - 4. Personal Conflicts of Interest
  - 5. Personal Conflicts of Interest
  - 6. Organizational Conflicts of Interest ("OCI").
- t) **Executive Order 14042-** To adopt safety protocols against COVID

#### **G. CERTIFICATIONS**

The following certifications must be submitted by the bidders at the time of signing the contract with the requesting entity:

1. **Certification of Eligibility** from the Unique Bidders' Registry (*Registro Único de Licitadores*) of the Puerto Rico General Services Administration (*Administración de Servicios Generales*), according to stipulations of Law No. 73-2019 (*Ley de la Administración de Servicios Generales para la Centralización de las Compras del Gobierno de Puerto Rico de 2019*).
2. **Certification of Investment Parameters (Optional)** for Products or Materials manufactured (extracted, produced, assembled, packed, or distributed) in Puerto Rico (if applies), in accordance with stipulations of government purchases' preferential policy, as stated on Law No. 14, approved on January 8, 2004, and as amended by Law No. 184, approved on December 12, 2007. **For more information and details about this certification, please refer to Item A.5, Article I (*Disposiciones para el Proceso de Subasta y Adjudicación de Contrato*) of Supplementary Special Conditions (*Condiciones Especiales Suplementarias*).**
3. **DUNS Number** – System for Award Management (SAM).
4. **EPA Repair and Painting Rule Certification (RRP Rule).**
5. **Asbestos Awareness Training/Course Certification** (in accordance with related OSHA and EPA regulations).
6. **OSHA 300A Certifications** – Years 2019 and 2020.
7. **Certification documents of incorporation and no-debt**, issued by Puerto Rico State Department (only for corporations) and *ASUME* (just for individuals), respectively.

#### **H. CONTRACTOR'S REQUEST FOR SUBSTITUTION**

The Contractor shall reproduce, at his own expense, enough copies of the form *Contractor's Request for Substitution* (one (1) page), as hereinafter provided, and should use it every time that he proposes the substitution of materials and equipment in lieu of the materials and equipment already specified. The Contractor will be responsible to strictly follow the stipulations as stated for in the *Contractor's Request for Substitution* for his own submittals, including also, Subcontractor's submittals. Submittals not complying with these stipulations shall not be accepted by the and will be returned to the Contractor without further action.

#### **1. PROJECT IDENTIFICATION SIGN: SUPPLEMENTARY SPECIFICATION 661**



1. **DESCRIPTION:**

**SCOPE** - This work shall consist in furnishing, erecting, maintaining, and removing **16' x 8'** project identification signs, in accordance with these specifications and in conformity with the design and dimensions indicated on **Project Identification Sign Manual** (*Manual de Identidad: Rotulación – Gobierno de Puerto Rico*), as well as locations shown on drawings or determined by the Project Engineer or representative.

2. **MATERIALS:**

**Each sign and supporting frame** shall be constructed of new good quality lumber, in compliance with specifications indicated as follows:

- a) **Frame** - Shall be dry No. 1 grade lumber, sound, squared, surfaced four sides, free of loose knots or decay. It may be Douglas fir, spruce, oak, or cypress  
  
conforming to AASHTO M 168. Lumber shall be pressure treated with pentachlorophenol or chromate copper arsenate in conformity with the standards of the American Wood Preservers Association (AWPA).
- b) **Sign Panel** - Shall be ½" thickness exterior type, high density plywood, resin-bonded, B-B grade or better as per the National Bureau of Standards Specification PS-1 for construction plywood. It shall be laminated with vinyl or aluminum at both sides.
- c) **Printing** - **Full Color UV Cure Digital Printing Process**, with a minimum resolution of 720 DPI. Printing shall be warranted for a minimum of three years.
- d) **Hardware** - Bolts, nuts, washers, and hardware for erecting the sign assembly shall be aluminum or galvanized steel.

3. **CONSTRUCTION REQUIREMENTS:**

- a) **The Contractor shall furnish and erect** the number of signs indicated in the contract documents. If not so indicated, the Government Agency promoting the project will determine the number of signs to be installed.
- b) **Signs shall be erected** at the locations shown on the plans or indicated by the representative. They shall be so placed as to not obstruct the visibility of traffic signs.
- c) **The Contractor shall maintain** the signs in good condition throughout the full construction period, repainting and repairing then as necessary.
- d) **After the construction work** is completed and accepted by , the Contractor shall remove the signs from the project site unless otherwise directed by representative.

4. **METHOD OF MEASUREMENT:**

- a) **Project identification signs** shall be measured by the number of individual units furnished, erected, and installed.
- b) **The maintenance, repainting and repairing** of the signs during the full construction period and the removal of it after the construction work is completed will not be measured for payment but will be subsidiary obligation under this specification.

**5. BASIC OF PAYMENT:**

- a) **The quantity of project identification signs** determined as provided above shall be paid for at the contract unit price per unit for the pay item listed below that is included in the contract. Such price and payment shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to satisfactorily complete the item as required by the specifications.
- b) **Payment will be made under:**

<u>Pay Item</u>	<u>Pay Unit</u>
Project Identification Sign	each

**J. ADDITIONAL CLAUSES TO THIS CONTRACT**

- 1. **Article 3.5.1.1 (Contractor's Liability Insurance - Limits) from Uniform General Conditions for Public Works Contracts, has been amended to read as follows:**

*3.5.1.1 Limits. Unless otherwise stated in the Special Conditions of the Contract, liability insurance limits shall not be less than:*

<i>3.5.1.1.1 General Aggregate Limit</i>	<i>\$3,000,000</i>
<i>3.5.1.1.2 Products/Completed Operations Aggregate Limit</i>	<i>\$2,000,000</i>
<i>3.5.1.1.3 Personal and Advertising Injury Limits</i>	<i>\$1,000,000</i>
<i>3.5.1.1.4 Each Occurrence Limit</i>	<i>\$1,000,000</i>
<i>3.5.1.1.5 Fire Damage Limit</i>	<i>\$250,000</i>
<i>3.5.1.1.6 Medical Expense Limit</i>	<i>\$5,000</i>

- 2. **Article 3.5.2.9 (Contractor's Liability Insurance – Employer's Liability) from Uniform General Conditions for Public Works Contracts, has been amended to read as follows:**

*3.5.2.9 Include Employer's Liability – Stop Gap Coverage with a minimum limit of one million dollars (\$1,000,000) each personal occurrence and one million dollars (\$1,000,000) each accident.*

- 3. **Articles 3.6.2., 3.6.2.1 and 3.6.2.2 (Related to Business Auto Policy) from Uniform General Conditions for Public Works Contracts, has been amended**

to read as follows:

***3.6.2 Unless otherwise stated in the Contract Documents, liability insurance limits shall not be less than:***

***3.6.2.1 Bodily Injury: Five hundred thousand dollars (\$500,000) each person and five hundred thousand dollars (\$500,000) each occurrence.***

***3.6.2.2 Property Damage: Five hundred thousand dollars (\$500,000) each occurrence or five hundred thousand dollars (\$500,000) combine single limit for bodily injuries and property damage liability.***

4. Written documents certifying the requested experience shall be included as part of Statement of Bidder's Qualifications (Attachment IX) to be submitted **not** later than proposal submission deadline.
5. All prospective Contractors (bidders that receive award letter from Bid Board) shall be responsible to:
  - a) Acquaint with conditions, restrictions, difficulties, and any other relevant matters related with the work to be performed on each designated project (each school buildings and site facilities). This procedure shall be accomplished at mandatory visit to each project's site during period to be determined by and informed on such award letter.
  - b) Acknowledge, measure, and determine actual quantities, dimensions, and exact location of the following areas, facilities, and surfaces, as required to estimate, and quote any part of Contract work for each designated project:
    - i. Interior areas and facilities on existing school buildings, such as classrooms, bathrooms, administrative office, kitchen & dining room, library, janitor rooms, storages, etc., where contracted works will be performed and executed.
    - ii. Exterior areas and facilities on existing site, such as sidewalks, ramps, perimeter fence, parking area, hallways, stairs, gazebos, plazas, outdoor/indoor basketball courts and any other common areas where contracted works will be performed and executed.
    - iii. All exterior and interior concrete/masonry, asphalt, wood, and aluminum/metal exposed surfaces to be treated and painted as part of this Contract.

- M. All mechanical and electrical utilities on existing project's site, such as septic tanks, grease traps, electric power generators, lighting poles, exterior luminaries, sanitary sewer system's pump station and manholes, storm sewer inlets, etc.

K. PRODUCTS TECHNICAL DATA

Any paint product or complementary material to be applied on each school building or site facility must comply with the specifications indicated as follows, in accordance with the kind of interior or exterior surface to be painted as part of this Contract:

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
1	100% Acrylic Flat Exterior Paint	<ul style="list-style-type: none"> <li>• Product Type: 100% Acrylic</li> <li>• Percent of Solid by Weight: 54% <math>\pm</math> 2%</li> <li>• Percent of Solid by Volume: 36% <math>\pm</math> 2%</li> <li>• Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</li> <li>• Recommended Film Dry Thickness: 1.5 mils</li> <li>• Viscosity (KU): <math>\geq</math> 105 Krebs Units (KU)</li> <li>• Drying Time to Touch (Hr.); No more than 1 Hour</li> <li>• Drying Time to Recoat (Hr.); No more than 4 Hours</li> <li>• Percent of Pigments by Weight: 38% <math>\pm</math> 2%</li> <li>• Volatile Organic Compounds (VOC) - Grams/Liters: &lt;1 g/L</li> </ul>
2	100% Acrylic Flat Interior Paint	<ul style="list-style-type: none"> <li>• Product Type: 100% Acrylic</li> <li>• Percent of Solid by Weight: 56% <math>\pm</math> 2%</li> <li>• Percent of Solid by Volume: 38% <math>\pm</math> 2%</li> <li>• Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</li> <li>• Recommended Film Dry Thickness: 1.5 mils</li> <li>• Viscosity (KU): <math>\geq</math> 110 Krebs Units (KU)</li> <li>• Drying Time to Touch (Hr.); No more than 1 Hour</li> <li>• Drying Time to Recoat (Hr.); No more than 4 Hours</li> <li>• Percent of Pigments by Weight: 41% <math>\pm</math> 2%</li> <li>• Volatile Organic Compounds (VOC) - Grams/Liters: &lt;1 g/L</li> </ul>

• PRODUCTS TECHNICAL DATA (Cont.):

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATI ONS</u>
3	Satin Acrylic Paint	<ul style="list-style-type: none"> <li>• <i>Product Type: Acrylic Resin</i></li> <li>• <i>Percent of Solid by Weight: 52% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 38% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</i></li> <li>• <i>Recommended Film Dry Thickness: 1.5 mils</i></li> <li>• <i>Viscosity (KU): ≥ 105 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.); No more than 1 Hour</i></li> <li>• <i>Drying Time to Recoat (Hr.); No more than 4 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 29% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: &lt;100 g/L</i></li> </ul>
4	Acrylic Semi- Gloss Interior Paint	<ul style="list-style-type: none"> <li>• <i>Product Type: 100% Acrylic</i></li> <li>• <i>Percent of Solid by Weight: 49% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 36% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</i></li> <li>• <i>Recommended Film Dry Thickness: 1.4 mils</i></li> <li>• <i>Viscosity (KU): ≥ 110 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.); No more than 1 Hour</i></li> <li>• <i>Drying Time to Recoat (Hr.); No more than 4 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 25.9% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: &lt;50 g/L</i></li> </ul>



• PRODUCTS TECHNICAL DATA (Cont.):

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATI ONS</u>
5	Enamel Paint for Metals	<ul style="list-style-type: none"> <li>• <i>Product Type: Alkyd Oil Resin</i></li> <li>• <i>Percent of Solid by Weight: 67% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 51% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 450–500 sq. ft./gal.</i></li> <li>• <i>Recommended Film Dry Thickness: 1.4 mils</i></li> <li>• <i>Viscosity (KU): ≥ 70 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): No more than 1.5 Hours</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 8 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 28% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: &lt;400 g/L</i></li> </ul>
6	Traffic Paint	<ul style="list-style-type: none"> <li>• <i>Product Type: Alkyd Resin</i></li> <li>• <i>Percent of Solid by Weight: 67% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 41% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Ln. Ft.): 350 linear feet (4")</i></li> <li>• <i>Recommended Film Dry Thickness: ≥3.0 mils</i></li> <li>• <i>Viscosity (KU): ≥ 70 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): No more than 15 minutes</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 1 Hour</i></li> <li>• <i>Percent of Pigments by Weight: 54% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤500 g/L</i></li> </ul>

• PRODUCTS TECHNICAL DATA (Cont.):

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATI ONS</u>
7	100% Acrylic Floor Paint	<ul style="list-style-type: none"> <li>• <i>Product Type: 100% Acrylic</i></li> <li>• <i>Percent of Solid by Weight: 48% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 33% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</i></li> <li>• <i>Recommended Film Dry Thickness: 1.3 mils</i></li> <li>• <i>Viscosity (KU): ≥ 70 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): No more than 1 Hour</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 4 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 29% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤200 g/L</i></li> </ul>
8	<u>Primer</u> Change on Base Coat (From Oil to Satin or Flat)	<ul style="list-style-type: none"> <li>• <i>Product Type: 100% Acrylic</i></li> <li>• <i>Percent of Solid by Weight: 53% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 36% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal</i></li> <li>• <i>Recommended Film Dry Thickness: 1.4 mils</i></li> <li>• <i>Viscosity (KU): ≥ 95 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): No more than 1 Hour</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 2 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 35% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤100 g/L</i></li> </ul>

• PRODUCTS TECHNICAL DATA (Cont.):

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATI ONS</u>
9	<i>Primer Keeping Existing Base Coat (Flat to Flat)</i>	<ul style="list-style-type: none"> <li>• <i>Product Type: 100% Acrylic</i></li> <li>• <i>Percent of Solid by Weight: 49% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 37% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal</i></li> <li>• <i>Recommended Film Dry Thickness: 1.3 mils</i></li> <li>• <i>Viscosity (KU): ≥ 85 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): No more than 1 Hour</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 2 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 24% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤50 g/L</i></li> </ul>
10	<i>Primer for Galvanized Metals</i>	<ul style="list-style-type: none"> <li>• <i>Product Type: Alkyd Resin</i></li> <li>• <i>Percent of Solid by Weight: 60% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 45% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 500–550 sq. ft./gal.</i></li> <li>• <i>Recommended Film Dry Thickness: 1.4 mils</i></li> <li>• <i>Viscosity (KU): ≥ 68 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.); No more than 15 minutes</i></li> <li>• <i>Drying Time to Recoat (Hr.): No more than 6 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 45% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: &lt;500 g/L</i></li> </ul>

• PRODUCTS TECHNICAL DATA (Cont.):

<u>PRODUCT T No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
11	Paint for Metals (Acrylic Waterborne)	<ul style="list-style-type: none"> <li>• <i>Product Type: Acrylic</i></li> <li>• <i>Percent of Solid by Weight: 51% ± 2%</i></li> <li>• <i>Percent of Solid by Volume: 40% ± 2%</i></li> <li>• <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 640 sq. ft./gal.@ 1 mil</i></li> <li>• <i>Recommended Film Dry Thickness: 1.4 mils</i></li> <li>• <i>Viscosity (KU): 85–90 Krebs Units (KU)</i></li> <li>• <i>Drying Time to Touch (Hr.): 12–15 minutes</i></li> <li>• <i>Drying Time to Recoat (Hr.): 2–4 Hours</i></li> <li>• <i>Percent of Pigments by Weight: 22% ± 2%</i></li> <li>• <i>Volatile Organic Compounds (VOC) - Grams/Liters: &lt;200 g/L</i></li> </ul>

**L. BIRD NETTING SPECIFICATIONS**

The Contractor must provide and install, as part of this Contract, ¾" heavy duty bird netting at corresponding sections of buildings' facades (previously identified by designated representative), in accordance with instructions and recommendations issued by product manufacturer. Proposed bird netting shall also comply with the following specifications:

- 50+ lbs. break strength (ISO 1806 and 9001 tested).
- UV Stabilized, rot proof, waterproof.
- 10-year guarantee for Black mesh (3-year guarantee for White & Stone).
- Flame resistant.
- Material - UV stabilized knotted polyethylene net. Flame resistant, rot-proof, non-conductive and stable in subzero temperatures.
- Design- Six strands of Polyethylene UV treated twine. Each strand is 12/100" thick. The filaments are twisted and knotted for ultimate strength and longevity. Pressure stretched and tightened.
- Burst Strength ISO 1806 and 9001 Protocol Mesh Test more than 40 lbs. burst/break strength per twisted strand.

- **Thermal Properties:**  
High Temp: Melting point more than 270°F. Low Temp: Stable to minus 250° F
- **Electrical Properties:** Non-conductive.

#### **M. TREE PRUNING AND GENERAL CARE:**

1. Prune in a manner to retain height and spread.
2. Prune in a manner to preserve natural character of plant and in a manner appropriate to its requirement in the landscape design.
3. In general, prune out at least one-third of wood by thinning or shortening branches, but do not cut any leaders.
4. Remove soft wood or sucker growth and broken or badly bruised branches.
5. Prune with sharp tools. Make cut flush and clean.
6. Paint tree-wound dressing compound completely over cuts exceeding ¾ inch diameter, over exposed cambium layer, and over other exposed living tissues. Apply paint immediately at cuts.
7. Prune trees to develop permanent scaffold branches smaller in diameter than trunk or branch to which attached, vertically spaced between 450 mm and 1.2m apart, and radially orientated to not overlay each other. Remove dead, dying and diseased branches, and narrow, weak V-shaped branch forks. Reduce toppling and wind damage by thinning out crowns, maintain growth within space limitations, preserve natural appearance, and balance crown with roots. Remove least desirable branch when two branches are crossing or rubbing.
8. Do not strip ("raise-up") lower branches of young trees. Retain lower branches in a "tipped back" or pinched condition, with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be cut flush with trunk after tree is able to stand erect without staking or other support. Remove sucker growth or water sprouts near base of trunk. Remove branches growing toward center of tree.
9. Thin out and shape evergreen trees when necessary to prevent wind and storm damage. Perform primary pruning of deciduous trees during dormant season. Prune damaged trees, and trees that constitute health and safety hazards, at any time.
10. Do not prune any tree limbs in contact with electrical wires. Notify electric power provider (LUMA Energy) immediately when this condition exists.



**11. Branch cuts are to be made just outside tree branch collar to avoid disturbing living wood.**

**12. Heavy branches are to be cut in the following three step method:**

- a) Undercut branch 300 mm from trunk halfway through branch.**
- b) Cut 50mm further out on branch from top side.**
- c) Make final cut by removing the branch stub. Make this cut next to branch collar.**