



Hon. Pedro R. Pierluisi Urrutia
Gobernador

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

AMENDMENT NO. 1

FORMAL BID 22-2841

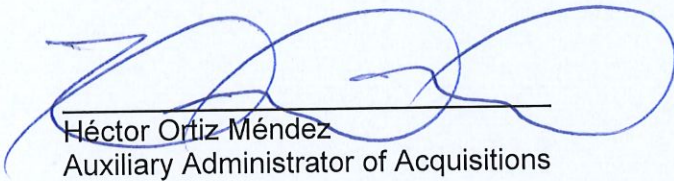
**TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES
AND PREVENTIVE MAINTENANCE FOR THE PUBLIC SCHOOLS OF
THE GOVERNMENT OF PUERTO RICO**

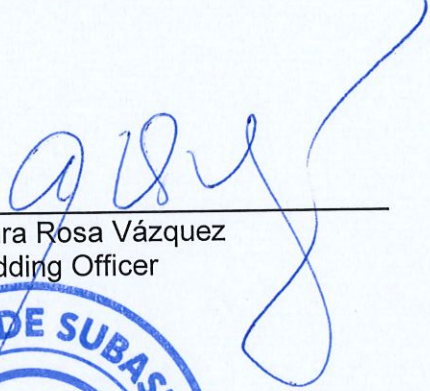
Subject: Supplemental Special Conditions Attachment XVII (English Version)

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

- I. Attached English version for the Supplemental Special Conditions (Attachment XVII).**

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 8, 2022
In San Juan, Puerto Rico**



ADMINISTRACIÓN DE SERVICIOS GENERALES
Gobierno de Puerto Rico

PO Box 41249 San Juan, PR 00940 | (787) 759-7676 | administracion@asg.pr.gov

ATTACHMENT XVII

SUPPLEMENTAL SPECIAL
CONDITIONS
FORMAL BID 22-2841

I. PROVISIONS OF THE AUCTION AND CONTRACT AWARD PROCESS:

The awarded contractor will submit the submittals for the approval of the requesting entity, prior issuing a Notice to Proceed, the following:

1. **Information about the Proposed Paint Products and their Complements.**
The requested information shall include the name of the product, its make and model, and the corresponding technical data. This data shall consist mainly of the following documents:
 - a) **Technical specifications provided by the manufacturer of paint products and complementary materials to be applied on the exterior and interior surfaces of each project. These specifications must certify the quality and composition of each proposed product, based on the quantities specified for the following parameters:**

<u>NUM.</u>	<u>PARAMETER</u>
1	<i>Product Type</i>
2	<i>Percent of Solid by Weight</i>
3	<i>Percent of Solid by Volume</i>
4	<i>Coverage per Gallon at Recommended Film Thickness / Range – Sq. Ft.</i>
5	<i>Recommended Film Dry Thickness</i>
6	<i>Viscosity - KU</i>
7	<i>Drying Time to Touch / Hr.</i>
8	<i>Drying Time to Recoat / Hr.</i>
9	<i>Percent of Pigment by Weight</i>
10	<i>Volatile Organic Compounds – VOC: Grams/Liters</i>

The specifications shall also indicate the method used to determine the aforementioned parameters, in compliance with the requirements and provisions of the *American Standards of Testing Materials (ASTM)* for such tests.

- b) **The *Material Safety Data Sheet*** correspondent to each paint product or complementary material.
 - c) **A certification of trademark registration of the painting and its complementary materials** issued by the Department of State of Puerto Rico or the federal agency with jurisdiction of the Government of the United States of America. Only **paints and complementary materials of registered trademarks** that comply with the specifications established in the Special Conditions and the remaining contract documents will be **accepted**.
 - d) **Color chart** corresponding to the brand of paint proposed to be applied in each project, certified by the manufacturer or distributor of such product.
2. **For purposes of this auction, it is required that each bidder submitted on the price worksheet (Attachment V), unit prices for all items of work included in the scope of each project, as requested on the form, based on equal materials and products of the same type to the specified and in compliance with all applicable provisions set forth in the Special Conditions, Additional Special Conditions, Technical Specifications, and all other Contract Documents pertaining to these jobs.**
3. **If a successful bidder wishes to request any change of materials or products after contracting, it may be made through a *Request for Substitution (RFS)*, using the form provided for these purposes, as indicated in Article J (*Contractor's Request for Substitution*) of the Special Conditions.**
4. **Each successful bidder must comply with its attendance at the inspection visits to all assigned projects, in the period indicated in the previously scheduled itinerary, in order to obtain all the necessary information to quote a *lump-sum price* for all the works to be carried out in each school campus, as included in the Contract. At each visit, the successful tenderer shall determine at least the following information required to complete its quotations:**
- a. **Existing conditions of all the buildings located in each of the assigned**

school campuses, as well as particularities presented by the sites where the proposed works will be carried out.

- b. **Dimensions and exact location of the interior areas and facilities existing in the buildings of each school campus.** Such areas and facilities include, but are not limited to academic rooms, bathrooms, administrative office, kitchen and dining room, library, interior corridors, "covachas", storage areas and any other area or facility where general painting work included in the Contract will be carried out.
 - c. **Dimensions and exact location of the existing outdoor areas and facilities existing on the site of each project.** Such areas and facilities include, but are not limited to sidewalks, handicapped ramps, curbs, parking areas, exposed hallways, stairs, gazebos, plazas, basketball court (outdoor or roofed) and other common areas where general painting work included in the Contract will be carried out.
 - d. **Measurements, dimensions, and exact location of all exposed surfaces (interior and exterior) in concrete and blocks, as well as all architectural elements in wood, aluminum, galvanized iron, and metal that will be treated and / or painted as part of the works included in the Contract.** Such surfaces and elements include, but are not limited to walls, parapets, slabs, columns, beams, ceilings, parapets, doors, windows, gates, grilles, handrails, railings, ventilation grilles and perimeter gates.
 - e. **Dimensions and exact location of existing mechanical and electrical utilities at the project site,** such as septic tanks, grease traps, electrical generators for emergencies, lighting poles, outdoor luminaires, pumping stations and sanitary registers, sewers, and rainwater discharge pools, etc.
5. **Each successful bidder will have a period of five (5) calendar days, after completing the last visit to each assigned school campus, to submit to the contribution form of the works corresponding to each school, basing it on the amounts determined and verified in the inspection visit and the unit costs provided as part of its proposal.** If the bidder does not attend any of the inspection visits scheduled for each project, or does not comply with the delivery of any of its quotes during the required period, it reserves the right to withdraw the award granted and to award the project(s) to another qualified tenderer. If any quote is received outside this period, it will be considered as not submitted for the purposes of this auction.
6. **Each bidder must verify, with the finance office or the authorized municipal agency, the applicability of the payment of municipal taxes and patents, to include the cost corresponding to them as part of each quotation. If the payment for such taxes or**

patents is not applicable, the successful bidder must provide the corresponding documentation from the municipality, certifying its non-applicability.

II. PROVISIONS RELATED TO THE DEVELOPMENT OF PROJECTS:

A. Documentation and Procedures:

1. Each Contractor (bidder or bidders to whom a contract is awarded) must submit, on or before the date established for the pre-construction meeting (pre-commencement) of the project, a *Progress Schedule* in digital format (*MS Project* or *Suretrack-Primavera*), indicating in it the proposed dates of beginning and end of each of the work items included in the contract, within the *time for completion* period established therein.
2. Each Contractor shall submit, on or before the date set for the pre-construction (pre-commencement) meeting of the project, a detailed breakdown of the items of work that make up such works, for purposes of payment (*breakdown for payment*), with the seal of approval of the company that will provide the payment and compliance bonds (*payment & performance bonds*). The review and approval of the latter document constitutes a mandatory requirement for the approval of the first partial payment certification.
3. It is recalled that the quality of the work performed by the subcontractors (if any) will be the responsibility of the general contractor. Any differences related to these works will only be discussed with the latter.
4. It is clarified to each Contractor that the *extensions of execution time (time for completion)* for each project, which are requested for reasons of rain or inclement weather, must be duly documented (accompanying said request with evidence of the amount of rain fallen in the area where the schools are located), for evaluation and approval by the designated representative. For atmospheric situations such as storms, hurricanes or other extraordinary events, each Contractor shall submit in writing an emergency plan for the evaluation and approval of such officer.
5. For purposes of each project's itinerary and the detailed breakdown of costs for payment purposes (*progress schedule and breakdown for payment*), respectively, each Contractor may consider up to a maximum of three (3) days of "severe unusual weather" per month. Under no circumstances should this period be considered as an automatic extension to the construction time.

6. **Each Contractor shall be responsible for carrying out all work included in its contract in close coordination with the officials designated as agency representatives for each project. It is recalled that in each project there will be the presence of personnel inspecting and coordinating all the tasks to be carried out in the school campus as part of each contract.**

B. Existing Services and Facilities:

1. **Each Contractor must familiarize himself with the conditions existing in the facilities of each school included in the Contract, as well as with all the particularities presented by the buildings and the site of each of the projects where the proposed works will be carried out.**
2. **The Contractor shall be responsible, prior to the commencement of the general painting work included in this contract, for verifying and confirming, in conjunction with the designated representative, the exact dimensions of all exterior and interior surface areas (including parking areas), as well as the location and dimensions of all architectural elements in wood and/or metal to be painted in each of the projects included in this contract.**
3. **If any discrepancy arises in relation to the dimensions, location, characteristics or existing conditions related to the surfaces, structural and architectural components or any other element affected by the work items included in the contract, the Contractor will be responsible for discussing and clarifying them with the designated representative, before making any decision. The Contractor shall not perform any work that it considers additional to the Contract without the prior written authorization of the aforementioned officer. Any change order must be approved by the ASG.**
4. **Each Contractor shall coordinate, with the representative designated for each project, the use of existing facilities for the electrical energy and drinking water services it deems necessary for the performance of the works included in the Contract.**
5. **Each Contractor must provide, at its own expense, all temporary facilities for sanitary services (portable toilets) since the existing facilities in the schools of each group for these services will not be available for use by the Contractor or its personnel during the development of the work. The location of these temporary facilities should be coordinated with the designated representative of the AGENCY for this group of projects, during the pre-construction meeting.**

C. Compliance with Codes and Regulations:

1. The measures or specifications established as *standards* in regulations and codes in force (at the time of signing the contract), according to their use and application, must always predominate over what is indicated in the Contract Documents, unless otherwise specified therein. If otherwise specified, each Contractor shall confirm such information with the designated inspector and/or representative.
2. It is recalled that all the works included in this contract will have to be carried out in accordance with all the standards, codes, regulations and / or resolutions in force that are applicable to them, established by the authorized professional entities (ACI, ACE, ASTM, CRSI, etc.), by the Office of Management of Permits and Endorsements (OGPE) and by all the Government Regulatory Agencies of the Commonwealth of Puerto Rico and the Federal Government of the United States of North America with interference or jurisdiction in such activities.
3. If any discrepancy arises between the existing, what is indicated in reference plans and the provisions of Special Conditions, technical specifications, annexes or any other Contract Document, in relation to any type of product, material or work specified, the Contractor must consider that the most restrictive requirements and conditions will always prevail, including greater quantity and quality of products, materials and accessories, higher level of safety and the most complex or demanding work.
4. The agency reserves the right to request the Contractor, at the time it deems appropriate and through its designated representative, the delivery of a certification specifying that all paint products, complementary materials and any other product or material to be used, applied and / or installed in each project, are free of lead and asbestos content.

D. Safety in the Execution of the Labors:

1. The Contractor will be responsible for taking all necessary measures to protect the surfaces, physical facilities and utilities existing in each project that are not going to be repaired, treated, painted or polished, as well as for removing and reinstalling those exposed materials or equipment (located in areas where interior or exterior painting work will be carried out) that may be stained or damaged as a result of the work included in this contract. The Contractor shall also be responsible for carrying out repairs to those facilities or utilities that suffer damage or are damaged due to the work or activities related to their contracts, as required by the designated representative.
2. Any rupture of pipes, mechanical infrastructure or electrical utilities, caused

by the execution of the works included in each contract, must be repaired immediately by the Contractor, so that the services affected by said condition can **be** restored as soon as possible. Failure to comply with the aforementioned will be evaluated possible economic sanctions to be claimed from said Contractor.

3. The Contractor shall take all necessary measures to avoid:

- a) **The spread of fugitive dust** from partial demolition or selective removal activities, as well as from hauling materials or debris, in strict compliance with the provisions set forth in the Environmental Quality Board's (JCA) Air Pollution Control Regulations and applicable federal regulations.
- b) **The use of materials and equipment that emit gases and / or toxic waste** into the environment, in strict compliance with the provisions established in the Regulations **for the Control of Air Pollution** of the Environmental Quality Board (JCA) and the applicable federal regulations.
- c) **The propagation of noise** from the areas affected by the works included in this contract, which exceed the maximum noise levels permitted by law, in accordance with the provisions established in **the Regulations for the Control of Noise** pollution of the Environmental Quality Board (JCA) and the applicable federal regulations.

4. **The performance of any activity that may adversely affect the health of teachers, students, and employees of school campuses, as well as the health of residents of the surrounding communities, in compliance with all applicable environmental laws and regulations, state and federal. It should be noted that any OSHA fine notified to the AGENCY or the DE, as a result, motivated, or related to the Conduct of the Contractor for work related to this group of projects, will be your sole responsibility. The Contractor shall also be responsible for the reimbursement of the expenses incurred by the AGENCY or the DE in the defense corresponding to the appeal process of said fine.**

5. **The Contractor shall be responsible for taking all necessary measures to ensure the safety of its employees in the areas of the school campuses affected by the work included in this contract. Likewise, the Contractor will be responsible for coordinating, with the designated representative, everything related to the storage area of materials and equipment within the site of each project, and everything related to the security necessary to protect the equipment or materials stored in said campuses, against theft or vandalism, during the execution time of the proposed works.**

1. **The Contractor must coordinate all the security measures it deems necessary to delimit and label** the areas impacted by the works included in this contract, as well as the areas arranged for storage of materials and equipment, **in such a way that access to them can be restricted** by unauthorized employees, visitors or other persons outside the projects, during the development of the work.

E. Cleaning and Disposal of Materials:

1. **All materials or debris generated by the Contractor as a result of the selective removal** of deteriorated or detached terminations on concrete and masonry surfaces, or any other termination on steel, galvanized iron or aluminum surfaces (as the case may be), shall be disposed of appropriately, in strict compliance with the provisions of all laws, current environmental codes and regulations (state and federal) that are applicable to such activity.
2. **The Contractor must provide the appropriate container, truck or storage and transportation medium to dispose of, immediately, all garbage or debris generated as a result of the work included in this contract. It will not be allowed to use the existing garbage containers in the facilities of the school campuses for these purposes. The Contractor shall coordinate, with the designated representative, the final location of the containers provided, as well as the appropriate time for their emptying.**
3. **All garbage or debris must be properly disposed of with its contents (in a landfill or place authorized for such activity), so that, if toxic or polluting, all environmental laws and regulations (state and federal) applicable to this activity are complied with. It is the responsibility of the Contractor to identify the content of said materials and dispose of them properly, presenting as evidence the manifest of disposition in original.**
4. **It is recalled that the Contractor will be responsible for keeping all work areas clean and free of garbage or debris on a daily basis, before completing their working day.**

F. Working Hours:

1. **The Contractor shall coordinate, with the designated official (supervisor or project coordinator), the most appropriate schedule (outside working hours) to perform the following work:**
 - a) **Works that require partial removal of finishes on concrete surfaces or**

walls in masonry (blocks), as well as pressure washing and cleaning of exterior and interior surfaces to be carried out in buildings, common areas, parking areas and bathrooms of school campuses.

- b) **General painting works in interior areas and facilities**, as identified in Article III of these Special Conditions and in the other related contract documents.
- c) **General painting work on wood/metal doors and aluminum windows** adjacent to academic halls, dining rooms and administrative offices.
- d) **Polishing of floors in common areas**, corridors or stairs, as applicable.
- e) **Pruning of trees located in areas adjacent** to academic halls, canteens or administrative offices.
- f) **Hauling and disposal of** garbage or debris generated by partial demolition or removal activities.

If it is necessary to carry out any of these works during the regular hours of classes or working hours of the school campus, they must be coordinated and authorized (in writing) by the representative designated for this project. **This clause will not be applicable for those works carried out during the academic recess corresponding to the summer months or the Christmas period.**

- 2. **With the exception of the work indicated in the previous note (note "F.1" of this Article II), the remaining tasks to be performed by the Contractor as part of the *scope* of this project may be carried out during working hours (as defined in the *Uniform General Conditions for Public Works Contract*) or during the hours regular classes of the school campuses, as long as they do not interrupt or interfere with the academic work and activities carried out in said facilities.**
- 3. **It is recalled that, if it is necessary to perform any work included in the contract, outside of working hours, on holidays, on weekends, or during any other period of recess of work decreed by the Governor of the Commonwealth of Puerto Rico, it must be coordinated and authorized (in written) by the designated representative.**

G. Temporary Facilities:

- 1. **The Contractor must install in each project, as part of the works included in this contract and in the location established by the designated representative**

of the AGENCY, an identification sign in washable material whose dimensions are **16'x 8'**, in compliance with the provisions of **Article K (Project Identification Sign) of the Special Conditions (Special Conditions)**.

2. **It is clarified** that the **Contractor will not** be required to install temporary inspection offices. If deemed necessary, the Contractor shall coordinate, with the designated representative, the use (on a temporary basis) of any existing lounge or office space available in each project for these purposes.

III. TECHNICAL PROVISIONS OF THE CONTRACT: Execution of the General Painting Works for Exterior and Interior Surfaces

A. Pre-Start of the Contract:

1. **The Contractor shall be responsible for verifying on site and confirming, prior to the commencement of the painting work, and together with the designated representative, the following aspects related to each project:**
 - 1) **Exact location of the interior areas and exterior surfaces of the existing buildings where the works included in this contract will be carried out, as well as the materials, tools, and equipment necessary to carry them out.**
 - 2) **Dimensions, characteristics and existing conditions of the slabs, walls, columns, eaves, beams, and other structural components in reinforced concrete, as well as those walls and parapets in blocks or masonry, which are going to be treated and painted as part of the contracted works.**
 - 3) **Dimensions, characteristics, and existing conditions of the doors in metal or wood (including their frames), aluminum windows and other metal components existing in common areas and project site (railings, handrails, bars, ventilation grilles, ornamental gates, etc.) that will be treated and painted as part of the contracted works.**
 - 4) **Dimensions, characteristics and existing conditions of the pavement, ramps and taps in parking areas of the school campuses included in the painting works of each contract.**
 - 5) **Once the contract for the general painting works has been awarded, the designated representative will inform the successful tenderer of the colors of the paint to be provided and on which surfaces they**

should be applied.

B. Surface Preparation:

1. **Prior to the application of the proposed paint product, the Contractor shall properly prepare all surfaces to be treated**, performing the tasks specified for such preparation, such as the removal of any material affecting the proper adhesion of such paint, pressure washing and cleaning of surfaces for the removal of fungi and impurities, application of rigging (*first*), etc., in compliance with section 09900 (*Painting*) and the other related technical specifications included as part of the Contract Documents. Before applying any paint product or complementary material, the Contractor will have to ensure that the surfaces to be treated are dry, clean and free of dust, grease and/or oils.
2. **Before starting the pressure washing process, tests must be carried out** to ensure the integrity and strength of the surfaces to be painted. The Contractor shall be responsible for immediately alerting the agency of any detachment, crack, leakage or failure conditions encountered during such process. The result of the tests and the process to be followed to correct any of these conditions will be evaluated by the representative of the AGENCY, in conjunction with the Contractor.
3. **The Contractor will wash, with a minimum water pressure of three thousand pounds per square inch (3,000 PSI), all concrete surfaces and/or blocks to be painted as part of this contract**, these works include the washing of those sidewalks and floors that do not have a paint finish, located around the project site and /or adjacent to the buildings of each school campus, as the case may be.
4. **The paint application process cannot be carried out until the following items of work related to NON-STRUCTURAL REPAIRS are executed:**
 - a) **Removal and repair of detachments of the affected plaster (fogging off or set) or existing completion on exposed surfaces** of reinforced concrete or masonry (occurred previously or as a result of pressure washing), through the execution of the work items, methods and procedures indicated in the corresponding technical specifications. The Contractor will tarnish any area that requires it, with the purpose of standardizing the surfaces to be painted, including the application on it (prior to fogging) of a selective rigging (*spot primer*) resistant to alkalinity.
 - b) **Repair, repair and sealing of existing surfaces to be painted in order to**

correct all gaps, imperfections and non-structural cracks, by applying putty and sealing products equal (*approved equal*) to those indicated in the corresponding technical specifications.

- c) **Scraping and repair of metal surfaces affected by corrosion** or damage previously identified during the compulsory visit to each project, by carrying out the work items, methods and procedures indicated in the corresponding technical specifications, including the appropriate conditioning of the affected surfaces through the use of tools such as spatulas, wire brushes, polishers, etc.

C. Rigging Product Application (Primer):

1. **Once the washing and repair of defects in the concrete, masonry or metal surfaces has been completed**, the Contractor will apply on them a (*primer*) rigging to condition them (surface conditioner), which must be allowed to cure, before being painted, for a period equal to that established in the technical specifications indicated in **Article "M" (*Products Technical Data*) of the Special Conditions (*Special Conditions*)** or the period recommended by the manufacturer or manufacturer of the product, as the case may be.
2. **The (*primer*) rigging used shall be provided and applied** in accordance with the following:
 - a) **For surfaces where the same base will be maintained (existing base in water to new base in water), or the existing base in oil is changed to water-based paint**, a *primer* that meets the specifications indicated for this product in Article M (*Paint Technical Data*) of the Special Conditions will be used, applying it in accordance with the provisions of Section 09990 (*Painting*) of the technical specifications provided by the AGENCY.
 - b) **For surfaces in metal and aluminum, a *primer* for metals that meets the specifications indicated for this product in Article M (*Paint Technical Data*) of the Special Conditions will be used**, carrying out the prior preparation of said surfaces and applying it in those areas that require it, in accordance with the provisions of Section 09990 (*Painting*) of the technical specifications provided by the AGENCY. **If corrosion is present on any surface or section in metal or aluminum**, the Contractor must prepare said surface or section to remove mold (as specified for such surfaces), applying in addition one (1) layer of red oxide and/or anticorrosive, according to the material to be painted.
 - c) **For doors and windows in aluminum, the surfaces will be sanded to**

create porosity and the corresponding rigging will be applied, in the form of an aerosol (*spray*), according to the specifications of its manufacturer or manufacturer.

D. Application of the Paint Product on Exterior Surfaces:

1. **As part of the contracted works, the application of paint is contemplated in one hundred percent (100%) of the area of all the surfaces exposed outdoors located in structures and facilities that make up the buildings and the site of each school campus. The exposed surfaces include, but are not limited to surfaces in concrete, masonry (blocks), wood and metal, located on facades, exterior corridors and common areas, such as external stairs, gazebos, squares, access ramps, warehouses, gas stations (including their pipes), fuel tanks for generators with dikes, sanitary pumping stations, etc.**
2. **Outdoor painting work includes the realization of such works in parking areas, where the tapings, *wheel-stops*, lines of parking spaces, pedestrian crossings (where applicable) and the lines and symbols on pavement for ramps and parking spaces for people with disabilities will be painted.**
3. **Exterior surfaces in concrete and/or masonry include, but are not limited to columns, beams, eaves, parapets, ceilings, walls and parapets. The architectural elements in wood, metal and / or aluminum, include, without limitation to doors and frames in exterior corridors with access to academic halls, administrative offices, dining rooms, libraries, indoor courts, etc., as well as windows, gates, bars, railings, handrails, ventilation grids (*louvers & grilles*) and ornamental gates.**
4. **The Contractor shall provide and apply, on the aforementioned surfaces, a minimum of two (2) layers of a paint product that complies with the provisions of **Article M (Product Technical Data)** of the *Special Conditions*. The application of the Proposed paint will be made following the recommendations of its manufacturer or manufacturer, both in the drying time between both layers of paint and in the appropriate weather conditions for its application, in accordance with what is indicated in **Section 09900 (Painting)** of the technical specifications.**
5. **All architectural elements in metal or aluminum, such as doors, frames, windows, gates, bars, railings, handrails, ventilation grilles, perimeter gates in iron or galvanized steel, etc., will be painted in two (2) layers with a paint product that complies with what is specified in **Article M (Product Technical Data)** of the *Special Conditions*), providing such product and applying it in accordance with the recommendations of its manufacturer or manufacturer**

and as indicated in **Section 09900 (*Painting*)** of the technical specifications.

6. **All architectural elements in metal or aluminum must be painted on both sides, applying two (2) layers of the product in the form of an aerosol (*spray*). The use of painter roller or brushes for the application of paint on such surfaces will NOT be accepted.**
7. **The Contractor shall provide all complementary materials and equipment necessary to carry out the exterior painting work included in each contract. Such materials and equipment must be of recognized brands in Puerto Rico or the United States of America and used in accordance with the specifications and warranty provided by their manufacturers.**

E. Application of the Paint Product on Interior Surfaces:

1. **As part of the contracted works, the application of paint is contemplated in one hundred percent (100%) of the area of all the surfaces exposed in interior areas located in the buildings of each school campus. The exposed surfaces include, but are not limited to surfaces in concrete, masonry (blocks), wood, aluminum and metal, located in interior spaces such as *lobbies*, stairs, corridors, bathrooms, academic halls, vocational workshops, administrative offices, dining rooms, libraries, amphitheaters, indoor courts and any area whose access is controlled through a door, gate or control mechanism.**
2. **The surfaces in concrete and / or masonry include mainly columns, beams, ceilings, walls and floors (the latter will only apply, if required in the area of the bathrooms). The architectural elements in wood, aluminum and / or metal are mostly limited to the doors and their frames, screens and partitions (only in bathrooms), gates and interior bars.**
3. **The Contractor shall provide and apply, on the aforementioned surfaces, two (2) layers of an interior paint product that complies with the provisions of **Article M (*Product Technical Data*)** of the *Special Conditions*. The application of the proposed paint product shall be carried out following the recommendations of its manufacturer or manufacturer, both in the drying time between both layers of paint and in the appropriate conditions for its application, in accordance with the provisions for such surfaces in Section 09990 of the technical specifications.**
4. **The Contractor will provide all the complementary materials and equipment necessary to carry out the painting works included in each contract for the interior areas of the campus. Such materials and equipment must be of recognized brands in Puerto Rico or the United States of America and used in**

accordance with the specifications and warranty provided by their manufacturers.

5. **The paint for the floors of the court includes the marking of lines for the playing surface, according to the practice of the sport for which it was designed.**

F. Guarantees Related to General Painting Works:

1. **It is stipulated that, for the general painting works proposed for each project, the Contractor will offer a minimum warranty of two (2) years that includes materials and labor.**
2. **Upon completion of each project, and as part of the contracting and acceptance of the works included in this contract, the Contractor shall deliver, to the designated representative of the AGENCY, one (1) paint pan, duly sealed and identified (new and labeled pail), corresponding to each color and base applied in each of the campuses School. Together with the aforementioned package, the Contractor shall submit, as a requirement for the payment of the retainer, a certification from the distributor of the paint used in each project, indicating that said distributor supplied said product and that it corresponds to the one originally proposed by the Contractor as part of its tender.**
3. **The contractor will transfer to the AGENCY, the additional guarantee, if any, granted by the manufacturer for the paint pan.**

G. Bird Nets:

1. **The Contractor shall remove and replace, as part of each contract, any existing system of meshes for the movement of birds, prior to the performance of general painting work on the facades of buildings where such a system exists, in compliance with the following specifications:**
 - a) **New meshes that are provided and installed must comply with the specifications indicated in Article N (*Bird Netting Specifications*) of the *Special Conditions*.**
 - b) **All anchors that are used in the reinstallation or replacement of the meshes will be in stainless steel.**
2. **The replacement of the meshes will include cleaning, disinfection and application of a fungicide, bactericide and pesticide in all areas with the**

presence of bird droppings. The Contractor will provide, at the request of the designated representative of the AGENCY, technical information of the products proposed to be applied as disinfectant, fungicide, biocide and / or bactericide during the cleaning and disinfection process of the areas or facades that contain bird nets. The technical information requested shall include at least the following documents:

- a) **Certified specifications of the manufacturer of the products, included in the document identified as Safety Data Sheet.** Those specifications shall include, without limitation to the chemical composition of its ingredients, the physical properties of the product, measures and identification of risks for its handling and storage, prevention measures against accidental exposure (including spills, fires or other types of unforeseen situations), as well as measures of disposal of the product and measures of protection and application of first aid for the personnel in charge of the use and handling of said product.
- b) **Product registration number, issued by the Federal Environmental Protection Agency (EPA).** In the case of fungicides, biocides and / or bactericides to be applied by fumigation or nebulization, they must be registered with the EPA under the requirements of the federal statute FIFRA (*Federal Insecticide, Fungicide, and Rodenticide Act*).
- c) **List of instructions for the use and application of the products proposed as disinfectants, fungicides, biocides and / or bactericides, prepared and certified by the manufacturer (s).** The method of application of the disinfectant must be one evaluated and approved by the EPA. In the case of fungicides, biocides and / or bactericides, they must be applied strictly in the manner and manner specified by their manufacturer and through the use of equipment / devices and procedures that comply with the requirements and regulations established by FIFRA.
- d) **Certification of manufacturer's guarantee,** establishing the durability and residual action time of the specified treatment.

- 3. **The quotation for this item of work shall include all material, equipment, tools and personnel necessary for the installation of the meshes.**

IV. ADDITIONAL ITEMS OF WORK INCLUDED IN THE CONTRACT:

- A. **PLAN OF IMPROVEMENTS:** The Agency may require to the Contractor who has presented an offer for this item, to prepare a plan certified by an Engineer or Licensed Architect, which includes the measurements and dimensions of the

school campus, including plant and existing elevations (*As-Built*). The plan must be submitted and approved by the AGENCY before starting the work. The drawing shall contain the following:

1. **Title sheet**, maps, legend and symbols.
2. **Sheets showing the plant and elevations** with measurements of the entire school campus and including all necessary repairs, as well as the specifications of the products and repair methods to be used, included within the scope of this project. **The plan must contain the location and measurements of any accessory building or infrastructure that provides services to the campus including, but not limited to septic tanks, grease traps, electric generators, sanitary or drinking water pumping systems, huts, covachas, diesel tank among others.** The repairs to be documented in the plan also include, but are not limited to, the following items:
 - i. **Painting parking lines**
 - ii. **Repairs of non-structural surfaces**, (repair of walls and ceilings and putty of surfaces)
 - iii. **Structural repairs of lamination** in ceiling, beams, columns and floor cracks.
 - iv. **Fungal correction**
 - v. **Floor polishing**
 - vi. **Tree pruning**
3. **Plant leaves and elevations** that show the distribution of colors, according to the location and specifications contained in this sheet.
4. A **computation table** that includes the total measures of the following:
 - i. **Primer in square footage**
 - ii. **Exterior painting on square footage**
 - iii. **Interior painting on square feet**
 - iv. **Painting and marking for court in square feet**
 - v. **Non-structural repairs of surfaces in square feet.**
 - vi. **Structural roof repairs, including eaves, by visible and apparent lamination on square feet.**
 - vii. **Structural repairs of beams in square feet.**
 - viii. **Structural repairs of columns in square feet.**
 - ix. **Repairs of cracks in floor in square feet.**
 - x. **Interior floor polishing in square feet**
 - xi. **Exterior floor polishing in square feet**

- xii. Cleaning and removal of fungi in square feet
- xiii. Pruning trees in units.

- B. **LAMINATION REPAIRS OR EXPOSED ROD:** Repair of visible and apparent lamination. These works include fully exposing the reinforcing steel in a minimum 3" rectangular pattern around the affected area, painting reinforcing steel with Sika Armatex 110 or equivalent, finishing with Sika Quick VOH mortar or equivalent. **The specifications of the products to be used and the implementation processes must be contained in the requested plans of improvements.**
- C. **FLOOR POLISHING:** Polishing to be performed on floor surfaces in exposed, devastated and diamond concrete at 1500 (plus oxalic acid), located in interior and exterior areas of the structures, as well as in interior floors with slab termination. These works will not be carried out in those floors with tiles that are in good condition. Before the start of these works, the Contractor must verify and confirm, with the designated representative of the AGENCY, the dimensions, location and existing conditions of the floor surfaces to be polished. **It is recalled that in cases where vinyl floors are damaged or deteriorated, and it is necessary to remove said termination, it will be required by the AGENCY that such works be carried out by an accredited and certified contractor to perform the removal and disposal of regulated materials, in accordance with the provisions of Rule 422 of the Regulations for the Control of Air Pollution of the Environmental Quality Board (JCA). Please refer to Article V of these Supplementary Special Conditions.**
- D. **TREE PRUNING:** Before the start of these works, the Contractor must verify and confirm, with the designated representative of the AGENCY, the dimensions, location and existing conditions of the tree specimens that need to be pruned as part of the contracted works. **The proposed pruning shall not exceed thirty-three percent (33%) of the treetop**, in compliance with the provisions of the Cutting, Pruning and Afforestation Permit issued by the OGPE and the DRNA, and all other environmental codes, laws and regulations (state and federal) that are applicable to such activity. **These works include the tearing of tree branches, which must be pruned without affecting in any way the main trunk of the tree, and in such a way that no branch observes a minimum horizontal separation of ten (10) feet from the ground and a minimum vertical separation of ten (10) feet from any structure, roof, electrical wiring or communications, post, fence, adjacent or any other infrastructure that may be affected by them. These works will also include the collection of all the vegetative material resulting from pruning and disengagement, and the appropriate disposal of the same in authorized landfills, or instead, its delivery in nearby sawmills or in collection centers dedicated to the distribution of raw material for the manufacture of products or for artisanal use.**

- E. **CLEANING AND REMOVAL OF FUNGI:** In addition to the removal and cleaning of fungi on concrete or masonry surfaces that require it (see note "B.4", Article III of these Supplementary Special Conditions), the Contractor will remove and replace all acoustic ceilings affected by said condition, including the proper arrangement of the ceilings that are removed.

V. ADDITIONAL TECHNICAL PROVISIONS: HANDLING OF REGULATED MATERIALS

- A. **The Contractor shall discuss and coordinate, with the designated** representative of the AGENCY for each of its projects, any matter related to work included in the contract that could impact existing surfaces in any of the buildings or common areas of each school campus that may contain regulated materials, specifically materials with asbestos content (MCA) non-crumbly (*non-friable*).) or lead-containing paint (PCP).
- B. **MCAs are mostly present in vinyl floor slabs (including their glue), stops in laboratory cabinets, and insulation in water heaters and air conditioning ducts. PCP is mostly present in the yellow pavement and taped lines of parking areas,** gas pipes in kitchens and school canteens, and architectural components in metal or aluminum such as doors, frames, windows, bars, grilles, gates, poles in courts, railings, handrails and ornamental gates. PCP can also be present in structural components such as steel columns and beams.
- C. **In specific cases where there is a presence of PCP in the architectural components in metal or aluminum (as indicated in the previous note), or in the tapings and pavement lines of the parking area,** it is clarified that said components may not be removed from their current location nor their exposed surfaces may be sanded or scraped in any way. It is recommended that the Contractor only clean the dust on them and proceed with the application of the new paint product on the existing paint, without using pressure washing or additional preparation technique on such surfaces.
- D. **The performance of any activity by the Contractor (tenderer to whom a contract is awarded) that entails a possible impact on surfaces or materials with asbestos content or paint with lead content, will have to be notified in advance to the designated representative of the AGENCY, before proceeding with any action in this regard. Under no circumstances will the Contractor perform any work that involves preparing, drilling, scraping, sanding or removing surfaces containing such materials, without written authorization from the aforementioned official and / or any other authorized representative of the AGENCY.**
- E. **It is stipulated that all work of repair, removal and / or disposal of materials with asbestos content (MCA), as well as any work of preparation of surfaces containing PCP for the aforementioned architectural components or in facilities located in parking**

areas (taped, ramps, parking spaces with pavement lines, etc.), must be carried out by a company accredited and certified by the Environmental Quality Board (JCA) and by the Agency Federal Environmental Protection (EPA) to execute the removal and mitigation of such materials, in compliance with all environmental, state and federal laws, codes and regulations, in force and applicable to these works.

- F. Each bidder shall submit, in the corresponding price worksheet (Attachment V) the unit prices requested for the removal and disposal items MCA and PCP, respectively, in the areas included therein.

VI. OTHER TECHNICAL PROVISIONS RELATED TO THE CONTRACT:

- A. Although this project does not contemplate the realization of roof waterproofing works, the Contractor will be responsible for maintaining the integrity of the existing waterproofing system on all surfaces of the roofs where work included in the contract is carried out, thus avoiding any water filtration inside the building.
- B. All those surfaces whose waterproofing has been altered by works included in this contract, must be temporarily covered with plastics or any insulating material that prevents future leaks (material approved by the representative of the AGENCY), until they are repaired by the Contractor with a waterproofing system equal (*approved equal*) to the existing one.
- C. In those cases where it is necessary to carry out any repair to the existing roof waterproofing system on any surface affected by the storage of materials, the circulation or movement of employees, or any other activity related to the works included in this contract, the Contractor shall consider the following:
1. All points where the anchors of equipment and units of the air conditioning system, mechanical pipes (water or refrigerant pipes) or electrical ducts (*conduits*), pierce the surface of the ceilings, must be sealed, by means of a system equal (*approved equal*) to the *Chem Curb System* (distributed by *Danosa Caribbean, Inc.*), in accordance with the specifications of such system and the specifications provided (if any) by the manufacturer of the existing waterproofing system.
 2. All mechanical pipes or electrical conduits running parallel to the surface of the ceilings, or which are located on walls, parapets or surfaces perpendicular to them, must be anchored in such a way that, as far as possible, they do not pierce or tear the membrane of the waterproofing system and any sealant material installed on those surfaces.

3. **Any repair or sealing of the existing roof waterproofing system will be carried out, during the duration of this contract, by the same company that installed said system, and in the presence of the designated representative of the AGENCY for this project.** If required by said official, the repair and sealing work must be certified by a representative of the supplier of the waterproofing system, in such a way as to guarantee compliance with the requirements and specifications of its manufacturer.

VII. PROVISIONS RELATED TO PERMITS AND ENDORSEMENTS:

- A. **The Contractor must prepare and file, through the Integrated Services Center (CSI) and prior to the start of the work included in the contract, all the documents necessary for the approval and obtaining of the following permits:**

1. **Certified Construction Permit** issued by the Office of Management of Permits and Endorsements (OGPE) or the corresponding Autonomous Municipality (as the case may be).
2. **Any other ministerial or discretionary permit** related to the execution stage of each project (as applicable), granted by the OGPE or the corresponding autonomous municipality, for the realization of the works included in this contract.

The Contractor shall be responsible for defraying the costs of filing such documents.

- B. **If the project is considered or evaluated as a Work Exempt from a Construction Permit or exempt from any of the aforementioned permits, under the provisions of the Joint Regulations of the OGPE or the applicable regulations established by said agency or the corresponding autonomous municipality (as the case may be), the Contractor must provide the AGENCY copy of the Pre-Legal Consultation document issued by the OGPE, together with a letter signed by the corresponding regulatory agency certifying said exemption.**

- C. **If applicable, and for the duration of the projects included in this group, the Contractor shall be responsible for obtaining approval ("lifting") and maintaining in effect the following permits:**

1. **Certified Construction Permit** issued by the OGPE or the corresponding Autonomous Municipality (as the case may be), in compliance with the requirements established for it, including the notification corresponding to said permit (in which the seals of the College of Engineers and Surveyors of Puerto Rico (CIAPR) and the internal revenue fees are paid), necessary to

obtain your approval.

4. **Todos los permisos ministeriales o discrecionales, según aplicables y/o requeridos para la realización de los trabajos propuestos para cada proyecto.**

The Contractor shall be responsible for defraying the expenses corresponding to any certification necessary to lift them.

- D. **The Contractor will be responsible for carrying out the necessary procedures to obtain any other permit related to the development or execution stage of the projects included in each contract, as required by the Environmental Quality Board (attached to the Department of Natural Resources – DRNA) or any other agency of the Government of the Commonwealth of Puerto Rico or the Federal Government of the United States of America, in accordance with Article 6.8.1.4 of the Uniform General Conditions for Public Works Contracts.**