



AGREEMENT FOR CONSTRUCTION
BETWEEN
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY
AND
OMEGA ENGINEERING, LLC
FOR
"PASEO PUERTA DE TIERRA, FASES III Y IV
EN EL MUNICIPIO DE SAN JUAN"

CONTRACT No. 2015-000209

This **PRIFA-CONTRACTOR AGREEMENT** (this "Agreement") is made and entered into in San Juan, Puerto Rico as of the 18th day of November, 2014 by and between:

The **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY** ("PRIFA"), an instrumentality and public corporation of The Commonwealth of Puerto Rico ("Puerto Rico") created and existing under Public Law Number 44 of June 21, 1988, as amended (the "Enabling Act"), represented herein by **Grace M. Santana Balado, Esq.**, its Executive Director, of legal age, married, an attorney, and a resident of San Juan, Puerto Rico; and

OMEGA ENGINEERING, LLC. (the "Contractor"), a corporate existing under the laws of The Commonwealth of Puerto Rico, and authorized to do business in Puerto Rico, represented herein by **Victor R. López Nuñez**, its Vice-President of Operations, of legal age, married, contract, and a resident of San Juan, Puerto Rico, duly authorized by Corporate Resolution issued on October 21th, 2014.

In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms used herein which are not defined in this Agreement shall have the meanings assigned to them in the Contract Document entitled "**Uniform General Conditions**" (the "General Conditions"), which is attached hereto and made a part hereof.

ARTICLE 1 – BACKGROUND

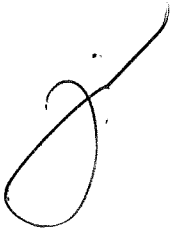
1.1 Preamble

The parties acknowledge that the following facts form the background of this Agreement:

- 1.1.1 Pursuant to the Enabling Act, PRIFA provides assistance by undertaking and implementing certain projects and activities of the "Paseo Puerta de Tierra, en el Municipio de San Juan".
- 1.1.2 One such project is "**PASEO PUERTA DE TIERRA, FASES III Y IV**", Municipality of San Juan (the "Project").
- 1.1.3 Each of PRIFA and the Contractor desires to contract with the other for the purpose of undertaking a contract for the Work (as defined below), upon the terms and conditions of the Contract Documents.

ARTICLE 2 – CONTRACT

2.1 Scope of Contract



The Contractor shall furnish all labor, materials, supervision, tools and equipment required for the Project, as more fully described in the Attachment A – Scope of Work, the ("Work") in strict accordance with the provisions of the Contract Documents, all of which are hereby made a part hereof. On or before the expiration or termination of the Contract, as part of its obligations thereunder, the Contractor shall deliver to PRIFA a true and exact copy of all diagrams, plans, sketches, maps and other documents used in the performance of the Work and for which a third party copyright or patent right would not be an impediment to such delivery.

2.2 Contract Documents



The Contract consists of each of the Contract Documents identified in Article 1.1.1.14 of the Uniform General Conditions.

2.3 Contract Attachments

The Contract Attachments are identified in Article 9 – Attachments.

2.4 Permits and Approvals

The Contractor shall timely perform all of its obligations mentioned in the General Conditions, including, without limitation, securing and maintaining all Permits and Approvals legally required or imposed in connection with the performance of the Contract and the proper execution and completion of the

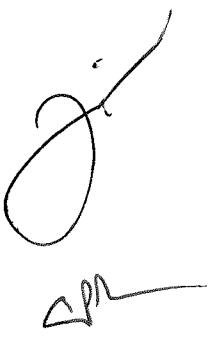
Work, including compliance with the disposal of solid waste, the General Permit Consolidated, the Erosion and Sediment Control Plan ("Plan CES"), the Storm Water Pollution Prevention Plan (SWPP), the Construction Permit and the DTOP Replacement Bond as stated in Attachment C.

ARTICLE 3 – CONTRACT PRICE, WITHHOLDING, AND LIQUIDATED DAMAGES

3.1 Contract Price

3.1.1 Contract Price. In accordance with the Contract Documents, PRIFA agrees to pay and the Contractor accepts, as full payment for the complete and proper performance of the Contract, the amount of **Eleven Million Two Hundred Seventy Three Thousand Eight Hundred Forty One Dollars and Sixty Cents (\$11,273,841.60)** (the "Contract Price"), subject to authorized increase or decrease by means of Change Orders in accordance with Subsection 3.1.3 of this Agreement and in the General Conditions.

3.1.2 Submission of Applications for Payment. Prior to the submission of the first Application for Payment, the Contractor and PRIFA's Representative shall agree upon a date (the "Invoice Submission Date"), which shall be on or before the 15th day of the month following that of which the Contractor shall submit an Application for Payment in accordance with the General Conditions.



All Applications for Payments shall be subject to review and approval by PRIFA's Representative and the Contracting Officer in accordance with the General Conditions. Any determination by PRIFA's Representative whether or not to recommend the issuance of a Certificate of Payment, in whole or in part, with respect to any Application for Payment shall be made in accordance with the General Conditions.

PRIFA reserves the right to request from Contractor any document it deems necessary in order to process any Application for Payment, including the retainage.

3.1.3 In accordance with the Contract Documents, the amount of retainage with respect to progress payments is ten percent (10%) of each partial payments made to the Contractor.

3.1.4 Allowances. The allowances included in the Contract price are:

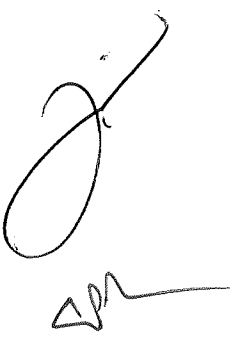
3.1.4.1. Remediation Work at Eroded Area, at Boring B-10, near Bastion Tajamar ruins. Refer to GeoCim Report on Geotechnical Investigation, July 22, 2014.

3.1.4.2. Additional Pruning of existing trees and shrubs at the area within the construction limit and the project limit ("Zmt" limit).

3.1.4.3. Installation of Piles in excess of 40 feet.

3.2 Withholding

3.2.1 Resident Individual or Entity Contractors. Except as provided in Subsection 3.2.2 and 3.2.3 (in the case where the Contractor is a non-resident individual or a foreign corporation or partnership not engaged in a trade or business in Puerto Rico), PRIFA shall deduct and withhold at the source an amount equal to seven percent (7%) of the portion of any payments due to the Contractor under the Contract that relate to architectural, engineering design or consulting services rendered by the Contractor not including "construction of works", as defined in, and as required by, Section 1143 of the Puerto Rico Internal Revenue Code of 1994, as amended, (the "Puerto Rico Tax Code"), L.P.R.A. T.13, § 8543; provided, however, that such deduction and withholding obligation shall not apply to the first \$1,500.00 of payments due to the Contractor during each calendar year; and provided, further, that if the Contractor is an individual and submits to PRIFA, on the date of execution of the Contract by the Contractor and on each anniversary thereof, a letter issued in the name of the Contractor by the Puerto Rico Treasury Department and dated not more than sixty (60) days prior to such date or anniversary, as the case may be, stating that the Contractor is current in the payment of all taxes to the Puerto Rico Treasury Department, the amount to be deducted and withheld pursuant to this paragraph shall be reduced to five percent (5%).



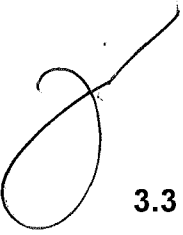
All Applications for Payment submitted by the Contractor shall specify the portion of the Work described therein that relates to architectural, engineering design or consulting services. If any Application for Payment fails to so specify, PRIFA shall have the right to assume, for purposes of the preceding paragraph, that up to five (5%) of the Work described therein relates to architectural, engineering design or consulting services.

Notwithstanding the foregoing, the Contractor shall be exempted from the deduction and withholding requirement set forth in the first paragraph of this Subsection 3.2.1 (and PRIFA shall not deduct and withhold any amount pursuant thereto) (a) if, in the event the Contractor is a corporation or partnership, the Contractor submits to PRIFA, on the date of execution of the Contract by the Contractor and on each anniversary thereof, a letter issued in the name of the Contractor by the Puerto Rico Treasury Department and dated not more than sixty (60) days prior to such date or anniversary, as the case may be, stating that the Contractor is current in the payment of all taxes to the Puerto Rico Treasury Department, and (b) if


the Contractor is an individual, with respect to payments due to the Contractor under the Contract during the first three (3) years of the Contractor's commencement of activity of rendering services; provided that, solely in the case of the preceding clause (b), the Contractor shall have certified in writing under the penalties of perjury (i) the date on which it commenced the activity of rendering services and (ii) that the Contractor has not previously taken advantage of the exemption described in the preceding clause (b).

3.2.2 Non-resident Individual Contractors. In the event the Contractor is a non-resident individual not engaged in a trade or business in Puerto Rico, PRIFA shall deduct and withhold at the source an amount equal to a percentage of the payments due to the Contractor under the Contract that is equal to (a) twenty percent (20%), if the Contractor is a citizen of the United States, and (b) twenty-nine (29%), if the Contractor is an alien, as required by Section 1147 of the Puerto Rico Tax Code, L.P.R.A. T.13, § 8547.

3.2.3 Non-resident Entity Contractors. In the event the Contractor is a foreign corporation or partnership not engaged in a trade or business in Puerto Rico, PRIFA shall deduct and withhold at the source an amount equal to twenty-nine (29%) of any payments due to the Contractor under the Contract, as required by Section 1150 of the Puerto Rico Tax Code, L.P.R.A. T.13, § 8550.



3.3 Liquidated Damages



3.3.1 Measure of Damages. In the event that Substantial Completion is not achieved on or prior to the Scheduled Substantial Completion Date (as such date may be adjusted by means of a Change Order in accordance with the Contract Documents), whether or not the Contract is terminated pursuant to the General Conditions, the Contractor acknowledges that (a) PRIFA will suffer losses and damages on account of such delay, and (b) the amount of such losses or damages would be difficult, if not impossible, to ascertain and prove. The liquidated damage amount specified below shall be considered not as a penalty, but as fixed and agreed liquidated damages due to PRIFA from the Contractor by reason of interference with business, increased engineering, inspection and administrative costs to PRIFA and other items which would result in an expenditure of public funds due to the delay in achieving Substantial Completion on or prior to the Scheduled Substantial Completion Date. PRIFA and the Contractor, having considered the nature and types of losses or damages that would be suffered by PRIFA, hereby agree for purposes of the Contract that, instead of requiring proof of actual damages, the amount of such damages

is fairly and reasonably established as the liquidated amount Four Thousand Dollars (\$4,000.00) per day for each and every day of delay:

- 3.3.1.1 In achieving Substantial Completion on or prior to the Scheduled Substantial Completion Date (as adjusted in accordance with the Contract Documents); or
- 3.3.1.2 In the event of termination of the Contract pursuant to the General Conditions and PRIFA's replacement of the Contractor with another contractor to complete the Work, in achieving Substantial Completion measured from the Scheduled Substantial Completion Date.

The damages described in Clauses .1 and .2 above are referred to herein as "Liquidated Damages".

- 3.3.2 Recovery of Damages. The Contractor agrees to pay to PRIFA, upon demand, the full amount of the Liquidated Damages due under Subsection 3.3.1 and authorizes PRIFA to deduct the amount of such Liquidated Damages due from retainage or any other amounts otherwise due the Contractor under the Contract. Nothing contained in this Section 3.3 shall be interpreted to limit the damages otherwise recoverable by PRIFA or any other remedies of PRIFA under the Contract Documents, at law or in equity. The amount of Liquidated Damages payable to PRIFA pursuant to this Subsection 3.3.1 shall not be subject to reduction, adjustment or offset for any reason (including, without limitation, that the circumstances giving rise to such Liquidated Damages were caused by any action or inaction of PRIFA other than any action or inaction constituting willful misconduct or gross negligence on the part of PRIFA).

3.4 Collection Remedies

All amounts due to PRIFA from the Contractor pursuant to Section 3.3 or any other provisions of the Contract ("Owed Amounts") shall be due and payable on the tenth (10th) day after demand therefore, and, if not paid when due, shall bear interest from such due date at the Repayment Rate on the amount outstanding. PRIFA shall be entitled, at any time, to recover any Owed Amount (plus interest) from the Contractor by reducing any payments due to the Contractor from PRIFA by all or any portion of such Owed Amount (plus interest) and crediting the amount of such reduction (excluding interest for such purpose) against the Owed Amount. If any such offset is made, PRIFA shall so notify the Contractor. PRIFA's rights under this Section 3.4 are in addition to its right to receive direct payment of Owed Amounts (plus interest) from the Contractor.

ARTICLE 4 – CONTRACT TIME

4.1 Contract Time

The Contract Time will be effective and enforceable against the parties for a period of no more than **Seven Hundred Fifty (750) calendar days (750) calendar days** from the date of signing. This time period includes all administrative tasks, the project start up, construction Period and final payment.

The Construction Period for this Agreement, on the other hand, as offered by the Contractor and accepted by PRIFA, is for the total of **Five Hundred Seventy (570) calendar days** from the issuance of the Notice to Proceed by PRIFA, or, if earlier, until the date on which the Contractor accepts Final Payment (the Contract Time), which time is included in the Contract Period. The construction Period will commence upon receipt and/or as specified on the Notice to Proceed from the PRIFA to Contractor. The Contract Period may be adjusted in accordance with, and subject to the terms of the Contract Documents.

4.2 Mobilization Plan

The Contractor shall complete the **Mobilization Plan** no later than **Fourteen (14) days** from the issuance of the Notice to Proceed by PRIFA as established in the Contract Documents; this term is included in the Contract Time. If the Contractor does not comply with these terms PRIFA will apply a penalty of \$500.00 dollars per each day of delay without further notice.

4.3 Lead and Asbestos Abatement

The Contractor shall begin the **Lead and Asbestos Abatement** no later than **Twenty One (21) days** from the issuance of the Notice to Proceed by PRIFA as established in the Contract Documents; this term is included in the Contract Time. If the Contractor does not comply with these terms PRIFA will apply a penalty of \$500.00 dollars per each day of delay without further notice.

4.4 Substantial and Final Completion Dates

The Contractor shall commence the Work promptly upon receipt of the Notice to Proceed issued by PRIFA in accordance with the Contract Documents. The Contractor shall thereafter proceed to carry out the Work diligently in accordance with the schedule requirements set forth in the Contract Documents so as to ensure Substantial or Performance Period Completion of the Work not later than the date that is **Five Hundred Ten (510) calendar days** after the date of issuance of the Notice to Proceed (the "Scheduled Substantial Completion Date").

The Scheduled Substantial Completion Date shall be subject to adjustment by means of a Change Order in accordance with the Contract Documents. Final Completion of the Work shall be achieved not later than **Sixty (60) calendar**

days following the date of achievement of Substantial Completion. The Contractor must correct the deficiencies identified in the Punch List within a period of **Sixty (60)** calendar days from the Substantial Completion Date, otherwise, PRIFA will apply a penalty of \$800.00 dollars per each day of delay without further notice.



The Administrative Closing shall be achieved within **One Hundred Eighty (180)** calendar days from the date of Final Completion. Administrative Closing of the Project is part of the contract term and included in the same period of **Seven Hundred Fifty (750)** calendar days.

Time is of the essence with respect to all of the obligations of the Contractor under the Contract. The failure to complete the work within the time established by this "Scheduled Substantial Completion Date" will subject the Contractor to liquidated damages as set forth in Section 3.3 above.

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Organization and Authority of Contractor

The Contractor represents and warrants to PRIFA that:

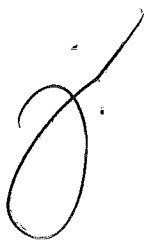
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- 5.1.1** The Contractor is a Corporation duly formed, validly existing and in good standing under the laws of The Commonwealth of Puerto Rico of the state of its formation.
 - **5.1.2** The Contractor is duly registered before the Puerto Rico Department of State under identification no. 1680 and duly authorized to do business in Puerto Rico.
 - 5.1.3** The Contractor has full power, authority and capacity to (a) carry on its business, profession or craft, (b) execute, deliver and perform its obligations under the Contract and (c) perform the Work in full.
 - 5.1.4** The Contractor has taken all necessary corporate or other action to authorize its execution, delivery and performance of its obligations under the Contract.
 - 5.1.5** The Contract has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.

5.1.6 The Contractor's execution, delivery and performance of its obligations under the Contract does not and will not (a) conflict with, result in a breach of, or constitute a default under, any agreement or other instrument to which the Contractor is a party, or (b) violate any federal, state or local law of The Commonwealth of Puerto Rico, regulation, ordinance, judgment, decree or order to or by which the Contractor or any of its assets may be bound or affected (collectively, "Laws of The Commonwealth of Puerto Rico and Orders").

5.1.7 The Contractor and its employees and agents (a) have complied with all Laws of The Commonwealth of Puerto Rico and Orders that relate to or could affect the Contractor's ability to perform the Work, (b) possess all necessary Permits and Approvals necessary to perform the Work, which Permits and Approvals are in full force and effect, and (c) are not aware of any legal, professional or ethical impediment of any kind to performing the Work.

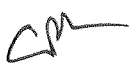
5.2 Contract Documents, Site and Work

The Contractor further represents and warrants to PRIFA that:



5.2.1 The Contractor has examined and carefully studied the Contract Documents.

5.2.2 The Contractor has visited the Site and is familiar with, and is satisfied as to, the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.



5.2.3 The Contractor is familiar with, and is satisfied as to, all Laws of The Commonwealth of Puerto Rico and Orders that may affect costs, progress, performance or furnishing of the Work.

5.2.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been made available by PRIFA.

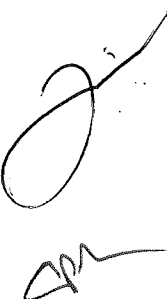
5.2.5 The Contractor is aware of the general nature of work to be performed by PRIFA and others at the Site that relates to the Work as indicated in the Contract Documents.

5.2.6 The Contractor has correlated (a) all information known to the Contractor, (b) all information and observations obtained from visits to the Site, (c) all reports and drawings identified in the Contract Documents, and (d) all

additional examinations, investigations, explorations, tests, studies and data, with the Contract Documents.

5.2.7 (a) The Contractor has given PRIFA written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents, (b) the written resolution thereof by PRIFA is acceptable to the Contractor, and (c) the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

5.2.8 The Contractor accepts the trust and confidence established between the Contractor and PRIFA by this Agreement, and agrees to furnish reasonable skill and judgment and to cooperate with each other. The Contractor shall furnish procurement, construction, construction administration and management services, and shall use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of PRIFA. PRIFA and the Contractor shall endeavor to promote harmony and cooperation between PRIFA and the Contractor and other persons or entities employed by PRIFA for the Project or the Contractor for the Work.

 **5.2.9** In the event that Contractor's performance of the Work is delayed, for any reason and for any period of time, whether such delays are caused by acts or omissions of Owner, Contractor may request an extension of time for performance of the Work, but shall not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract entitle Contractor to compensation for such delays.

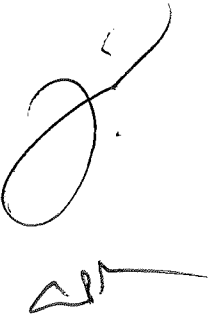
5.2.10 Contractor shall build into the Progress Schedule sufficient time for anticipated delays. The Contractor agrees that the Contract Price includes any and all home office overhead expense that the Contractor may incur during the Contract duration, whatever the cause of that delay may be. The contractor waives any claim for the office overhead expenses, arising out of or relating to this Contract.

5.2.11 Time-related field office overhead expenses incurred on-site in support of the Work will be compensated in accordance of Section 9.3.8 and 11.9.4 of the Supplementary Conditions of the Contract.

5.3 Tax Matters

5.3.1 Certifications. Prior to the execution of the Contract by the Contractor, in accordance with Puerto Rico Treasury Department Tax Circular Letter No.

1300-21-06 dated February 28, 2006, each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico shall have submitted to PRIFA:

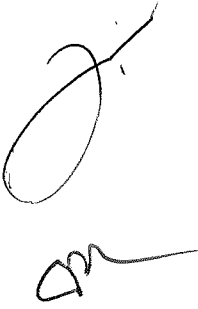
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- 5.3.1.1 A Certification of Filing of Income Tax Returns (Form SC-6088), a Certificate of Compliance with Filing of Return and Tax Debt for Government Contractors (Form SC-2628) or, in the event the Contractor is an individual, a Certification of Individuals of Filing of Returns, issued by the Puerto Rico Treasury Department, Area of Internal Revenue or Division of Tax Assistance (as applicable), certifying that the Contractor or such partner, as the case may be, has filed all required income tax returns during the five (5) years prior to the date of the Contract (to obtain such Certification, the Contractor or such partner, as the case may be, must submit a Request for Filing Certification and Copy of Return (Form 330-05) to the Puerto Rico Treasury Department);
 - 5.3.1.2 A Certification of Debt (Form SC-6096) issued by the Puerto Rico Treasury Department, Area of Internal Revenue, unless a Certificate of Compliance with Filing of Return and Tax Debt for Government Contractors (Form SC-2628) was submitted by the Contractor or such partner, as the case may be, to PRIFA in accordance with the preceding paragraph;
 - 5.3.1.3 A Certification, issued by the Municipal Income Collection Center (the "CRIM"), certifying that the Contractor or such partner, as the case may be, does not owe any real or personal property tax to the CRIM (to obtain such Certification, the Contractor or such partner must use the appropriate form issued by the CRIM); and
 - 5.3.1.4 A Certification, issued by the Puerto Rico Labor and Human Resources Department, certifying that the Contractor or such partner, as the case may be, has paid to the Puerto Rico Labor and Human Resources Department all required unemployment security, temporary disability, and chauffeurs social security taxes, or has entered into a payment plan to pay any such taxes which may be delinquent (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan (to obtain such Certification, the Contractor or such partner must use the appropriate form issued by the Puerto Rico Labor and Human Resources Department).

If the Contractor or any such partner was not required to file any income tax returns during all or part of the five (5) year period referred to above for any of the reasons provided by the Puerto Rico Tax Code, the Contractor

or such partner, as the case may be, shall have presented, prior to the execution of the Contract by the Contractor, a sworn statement, subject to the penalty of perjury (as defined in the Puerto Rico Penal Code of 1974), reciting the reason for which the Contractor or such partner was not required to file income tax returns.

If any of the above certifications shows a tax debt, and the Contractor or such partner, as the case may be, has filed a petition to review or adjust such debt, the Contractor or such partner shall have so certified upon execution of the Contract by the Contractor. If the review or adjustment is denied by the corresponding agency, the Contractor or such partner shall immediately provide PRIFA evidence of the payment of such debt, and shall submit to PRIFA a certification to that effect from the Puerto Rico Treasury Department, Department of Labor and Human Resources or CRIM, as the case may be; otherwise, the Contractor or such partner agrees to pay such debt from the amounts to be paid under the Contract, by PRIFA withholding the corresponding amount.

5.3.2 Representations and Warranties. Each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico represents and warrants to PRIFA, as of the date of execution of the Contract by the Contractor, that each of them:



5.3.2.1 Has filed all required income tax returns with the Puerto Rico Treasury Department during the five (5) years prior to the date of the Contract and does not owe any income taxes to Puerto Rico, or has entered into a payment plan to pay any delinquent income taxes (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan; and

5.3.2.2 Has paid any required property taxes, unemployment security, temporary disability and chauffeurs social security taxes, and any other "tax debt" as defined in the aforementioned Puerto Rico Treasury Department Tax Circular Letter No. 1300-21-06, or has entered into a payment plan to pay any such tax debt which may be delinquent (a copy of which payment plan the Contractor has submitted to PRIFA) and is in full compliance with the terms of such payment plan.

Each submittal of an Application for Payment shall constitute a reaffirmation of the representations and warranties contained in this Subsection 5.3.2 as of the date of such Application for Payment.

5.3.3 Covenants.

On an annual basis on each anniversary of the date of execution of the Contract by the Contractor, the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico shall (a) submit to PRIFA the certifications or other documentation required under Subsection 5.3.1, and (b) expressly confirm the representations and warranties contained in Subsection 5.3.2.

The Contractor and each such partner hereby covenants that, during the term of the Contract, none of them shall (a) become delinquent in the payment of any taxes to Puerto Rico, its subdivisions or municipalities, or (b) fail to fully comply with the terms of any payment plan with respect to delinquent taxes to which it may be subject.

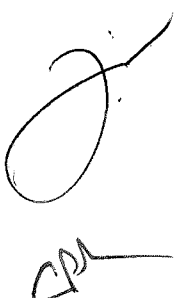
In the event the Contractor or any such partner has filed all income tax returns but owes any taxes, the Contractor agrees to pay such taxes from the amounts to be paid under the Contract, by PRIFA withholding the corresponding amount. The Contractor shall require each Subcontractor to agree to in writing, and make and perform the representations, warranties and covenants contained in this Section 5.3. The Contractor shall furnish promptly such written agreements to PRIFA.

Each of the Contractor and, in the event the Contractor is a partnership, each partner of the Contractor who is a resident of Puerto Rico expressly agrees and acknowledges that (a) the representations, warranties and covenants contained in this Section 5.3 are essential conditions to the Contract, and (b) if PRIFA determines that any of such representations, warranties or covenants are not true and correct or performed, in whole or in part, PRIFA shall have sufficient cause to rescind, cancel or terminate the Contract. If such rescission, cancellation or termination occurs, the Contractor shall reimburse to PRIFA all payments received by the Contractor under the Contract.

5.4 Warranty on Materials, Parts and Equipment

Without limitation to the warranties set forth in the General Conditions, the Contractor warrants that all materials, parts and equipment used and services performed under the Contract (a) comply in all respects with the terms and conditions of the Contract, (b) are free from any and all latent and patent defects in design, materials and workmanship, and (c) are suitable and adequate for the purposes for which they were designed and for such other purposes, if any, as are specified in the Contract.

The warranty period will begin on the date on which PRIFA accepts the service and/or installation of the material, part or equipment and will continue



for a period of one (1) year following Substantial Completion (the "Minimum Warranty Period") or for such longer period as the manufacturer or supplier of such material, part or equipment may provide in a separate warranty or as otherwise provided by law The Commonwealth of Puerto Rico. The Contractor shall, upon written notice from PRIFA during the applicable warranty period, fully remedy, free of any cost or expense to PRIFA, such defects or deficiencies as may exist with respect to any material, part, or equipment used or any service performed under the Contract, whether or not such remedy is commenced or completed prior to the expiration of the applicable warranty period; provided that, in the case of a material, part or equipment, such material, part or equipment has been properly stored, maintained, and operated by PRIFA within the specified requirements for such material, part or equipment. Without limiting the generality of the foregoing, the Contractor shall, at its own cost and expense, repair or replace, transport-in from the Contractor's facilities to the Site, and transport-out from the Site to the Contractor's facilities any and all materials, parts, and/or equipment necessary to fully remedy all defects or deficiencies subject to the foregoing warranties or otherwise to enable the Contractor to fully comply with its obligations under this Section 5.4. The Performance Bond shall serve as a guarantee for the Contractor's obligations under this Section 5.4 during the Minimum Warranty Period, and shall cover any failure, in whole or in part, by the Contractor to properly perform any of such obligations. With respect to any material, part or equipment procured by the Contractor from the manufacturer thereof or supplier, the Contractor shall obtain from such manufacturer or supplier, and, upon acceptance of such material, part or equipment by PRIFA, legally tender or assign to PRIFA in full, a written warranty from such manufacturer or supplier with respect to such material, part or equipment at least as broad in scope and duration as the warranties contained in this Section 5.4.

5.5 Conflicts of Interest

The Contractor represents and warrants that it does not receive any payment or benefit of any kind for services rendered regularly in connection with an appointment of the Contractor to a governmental agency, body, public corporation or municipality of Puerto Rico.


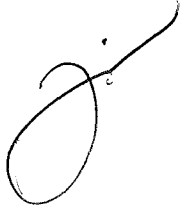
The Contractor also represents and warrants that it may have entered into contracts with other governmental agencies or bodies, but that such circumstances do not constitute a conflict of interest for the Contractor.

The Contractor agrees and acknowledges it has a duty of complete loyalty to PRIFA in rendering services under the Contract, which duty includes not having any interests adverse to PRIFA. Adverse interests include representation of clients with interests in opposition to those of PRIFA. Also,

the Contractor shall have the continuous obligation to disclose to PRIFA all information and circumstances regarding the Contractor's relations with clients and third parties and any interest which could influence PRIFA in exercising its rights or in enforcing the Contractor's obligations under the Contract during or after the term of the Contract.

The Contractor agrees and acknowledges that it has a conflict of interest when (i) it is required to argue on behalf of a client a position which it has a duty to oppose in order to comply with its obligations to a prior, present or potential client other than PRIFA, or (ii) its conduct is described as such in the canons of ethics applicable to the Contractor and its personnel, or in the laws of The Commonwealth of Puerto Rico, regulations or ordinances of Puerto Rico.

If, in the event the Contractor is a partnership, corporation or other entity, any of the partners, directors or employees of the Contractor engages in any conduct described in this Section 5.5, such conduct shall constitute a violation of the restrictions set forth herein.



The Contractor shall avoid even the appearance of a conflict of interest. The Contractor acknowledges that the Executive Director of PRIFA shall have the power to intervene in the acts of the Contractor or any Subcontractor or Sub-subcontractor and/or their respective agents and employees for the purpose of enforcing the restrictions set forth in this Section 5.5. In the event that the Executive Director of PRIFA should discover the existence of adverse interests with respect to the Contractor, the Executive Director shall inform the Contractor, in writing, of PRIFA's intention to terminate the Contract within a period of thirty (30) days. During such period, the Contractor may request a meeting with the Executive Director to present its arguments regarding the alleged conflict of interest, which meeting shall be granted by PRIFA in every case. In the event that the Contractor does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily resolved during the meeting, the Contract shall be terminated by PRIFA.

5.6 Child Support

In the event the Contractor is an individual resident of Puerto Rico or a sole proprietor or partnership, the Contractor or each partner of the Contractor who is a resident of Puerto Rico, represents and warrants that the Contractor or such partner, as the case may be, has made all required child support payments and does not owe any child support, or has entered into a payment plan to pay any delinquent child support and is in full compliance with the terms of such payment plan. If the Contractor is a Corporation that has received one or more court orders requiring the Corporation to retain child

support from its employee's salary, it certifies that it has made such retentions.

ARTICLE 6 – CONDITIONS PRECEDENT

6.1 Conditions Precedent

PRIFA shall have no obligation to issue the **Notice to Proceed** until each of the conditions precedent set forth in Subsections 6.1.1 through 6.1.5 below has been satisfied or waived by PRIFA in its sole discretion.

6.1.1 Insurance. All insurance required to be carried by or on behalf of the Contractor pursuant to the Contract shall be in full force and effect, in accordance with the provisions of the General Conditions, and originals or certified copies of all required insurance certificates or policies shall have been provided to PRIFA in accordance with the provisions set forth in the General Conditions.

6.1.2 Bonds. PRIFA shall have received duly authorized and executed originals of the Performance Bond and the Payment Bond, in the forms attached hereto, respectively, as **Attachment D** to this Agreement, in accordance with the General Conditions.

6.1.3 Representations and Warranties. The representations and warranties of the Contractor set forth in the Contract Documents, including, without limitation, those set forth in Article 5 of this Agreement, shall be true and correct in all material respects as of the date hereof and as of the date of issuance of the **Notice to Proceed**.

6.1.4 No Litigation. There shall be no pending or threatened action, suit, investigation or proceeding (or basis therefore), at law of The Commonwealth of Puerto Rico or in equity, before or by any arbitration panel, court or governmental agency or body that (a) challenges, or might challenge, directly or indirectly, the selection of the Contractor to perform the Contract or the authorization, execution, delivery, validity or enforceability of the Contract, or (b) materially adversely affects the Contractor's ability to perform the Contract.

6.1.5 Tax Certifications. The Contractor shall have complied with the requirements of Subsection 5.3.1.

ARTICLE 7 – MISCELLANEOUS

7.1 Entire Agreement

The Contract constitutes the entire integrated agreement of and between the parties, and any and all prior or contemporaneous promises, representations,

agreements or understandings, whether oral or written, between or of the parties are expressly merged into the Contract, and superseded hereby.

7.2 Severability

If any provision of the Contract is declared or determined to be invalid or unenforceable by a court of competent jurisdiction, such declaration or determination shall not affect or impair the validity or enforceability of the remaining provisions of the Contract, and the parties hereto agree to comply with such remaining provisions.


7.3 Notices

All notices and communications to PRIFA, PRIFA's Representative and the Contractor, including, without limitation, all orders, consents and approvals, shall be in writing, shall be deemed to have been received if delivered personally, or sent by registered or certified United States mail, return receipt requested, or by private express courier or mail service providing evidence of receipt, to the addresses set forth below or to such other address as the addressee shall have indicated by prior written notice to the person or entity giving notice:



If to PRIFA:

Puerto Rico Infrastructure Financing Authority
PO Box 41207
Minillas Station
San Juan, PR 00940
Attn: Grace M. Santana Balado, Esq.
Executive Director



If to the Contractor:

Omega Engineering, LLC
PO Box 363823
San Juan, PR 00936-3823
Attn: Victor R. López Nuñez
Vice- President of Operations
Tel. 787-796-6100
Cel. 787-923-1671
vlopez@omega-corp.net

7.4 No Waiver or Novation

The failure of PRIFA or PRIFA's Representative to enforce any provision of the Contract or any right or remedy available at law of The Commonwealth of Puerto Rico or in equity shall not be construed to be a waiver of any such provision, right or remedy, or to affect in any way the validity of the Contract or any part thereof. To be effective, a waiver of any right of PRIFA under the

Contract must be express, in writing and specifically addressed to the Contractor.

PRIFA and the Contractor expressly agree that no amendment of the Contract or Change Order shall be understood or construed as a contractual novation of the Contract, unless both parties agree to the contrary specifically in writing. The foregoing provision shall be equally applicable in such other cases where PRIFA grants the Contractor an extension of time for compliance with any of the Contractor's obligations under the Contract, or where PRIFA fails to make any claim or demand with respect to any of its rights or remedies under the Contract.

Under no circumstances, except where PRIFA specifically agrees in writing, shall PRIFA's rights under the Contract be understood or construed to have been waived by any amendment, Change Order or extension of time or by reason of any failure to make any claim or demand with respect to any of PRIFA's rights or remedies under the Contract, even where PRIFA has agreed, as provided under the previous paragraph, that any of these circumstances shall constitute a contractual novation, and PRIFA hereby expressly reserves its right to enforce or make any claim with respect to its rights and obligations under the Contract and to require and insist on the Contractor's compliance with any and all of its obligations under the Contract as if such amendment, Change Order, extension of time, failure to make a claim or demand, or novation, if any, had not occurred or been made.



7.5 Disclaimer of Liability and Indemnification

7.5.1 Disclaimer of Liability. In no event shall PRIFA be liable to the Contractor except for obligations expressly assumed by PRIFA under the Contract Documents, nor shall PRIFA ever be liable to the Contractor for indirect, special, incidental or consequential damages resulting from, arising out of, or in connection with, the Work, the Contract, any rescission, cancellation, termination or suspension of the Contract or any acceleration of the expiration of the Contract. No representative of PRIFA nor any officer, agent, consultant or employee of PRIFA (including, without limitation, PRIFA's Representative) shall be charged personally by the Contractor with any liability or be held liable to it under any term or provision of the Contract, for any breach of the Contract by PRIFA, or otherwise in connection with performance under the Contract.

7.5.2 Indemnification. Without limiting the scope of the indemnification clauses set forth in the General Conditions, the Contractor agrees to save and hold harmless, and to indemnify PRIFA against any and all expenses and costs of any nature (including, without limitation, attorneys' fees and costs) incurred by PRIFA in connection with any claim made by any person for

personal injuries, including, without limitation, death, or for property damage caused by the Contractor, by act or omission, in the performance or non-performance of its obligations under the Contract.

7.6 Governing Law and Jurisdiction

7.6.1 Governing Law. The Contract shall be governed by, and construed in accordance with, the laws of Puerto Rico. The parties hereto expressly agree that their respective liability for damages under the Contract shall be governed by the Puerto Rico Civil Code and related case law of The Commonwealth of Puerto Rico as determined by the Supreme Court of The Commonwealth of Puerto Rico.

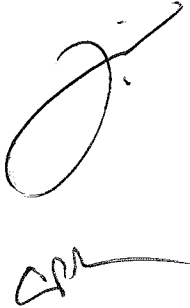
7.6.2 Jurisdiction and Venue. Each of the parties hereto expressly and irrevocably (a) agrees that the state courts of The Commonwealth of Puerto Rico shall have sole and exclusive jurisdiction to settle any dispute or controversy between the parties regarding the terms and conditions of the Contract or any other matter involving the Project, (b) submits itself and its assets to the jurisdiction of such courts, (c) waives any objection or defense that such courts lack in personal jurisdiction over such party, (d) waives any objection or defense which it may have at any time to venue residing in such courts with respect to any proceedings involving the Contract or the Project, (e) waives any claim that any proceedings involving the Contract or the Project have been brought in an inconvenient forum, and (f) agrees not to seek redress or institute any action with respect to the Contract or the Project in any court or other forum, whether federal or state, other than in the state courts of The Commonwealth of Puerto Rico. Nothing contained in this Section shall preclude the parties from enforcing in any jurisdiction any judgment, award or order obtained in the state courts of The Commonwealth of Puerto Rico.

7.6.3 Change of Law. Any change in law of The Commonwealth of Puerto Rico during the term of the Contract, including, without limitation, any changes in applicable tax law, that causes an increase in the Contractor costs in supplying any products or services to PRIFA shall be the Contractor responsibility, and PRIFA shall not be obligated to make any additional payments or to pay any additional sums beyond the Contract Price.

7.6.4 No Litigation. There shall be no pending or threatened action, suit, investigation or proceeding (or basis therefore), at law or in equity, before or by any arbitration panel, court or governmental agency or body that (a) challenges, or might challenge, directly or indirectly, the selection of the Contractor to perform the Contract or the authorization, execution, delivery, validity or enforceability of the Contract, or (b) materially adversely affects the Contractor ability to perform the Contract.

7.6.5 Mediation. In the event a dispute shall arise between the parties to this contract, the parties agree to participate in mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a mediator designated by both parties. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. In the event that the Contractor disagrees with any such administrative determination, then the Contractor may pursue any available legal remedies arising out of such mediation in the General Court of Justice of The Commonwealth of Puerto Rico, Court of First Instance of San Juan.

7.7 Force Majeure



Each of the parties hereto shall be excused from performing any obligation hereunder and shall not be liable in damages or otherwise for such non-performance, if and only to the extent that such party shall be unable to perform, or is prevented from performing such obligation by an event constituting a Force Majeure. Force Majeure may include, but shall not be limited to, the following: acts of God, third party industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, hurricanes, major floods, civil disturbances, lockouts, fires, explosions, and interruptions of services due to any act or failure to act of any governmental instrumentality; provided that (a) each of these events, or any other claimed as a Force Majeure, and/or its effects, are beyond the reasonable control and are not caused by the fault or negligence of the party claiming the occurrence of a Force Majeure or of its employees, agents, affiliated companies or subcontractors, (b) in the case of natural phenomena, are beyond normal intensity at the Site and are not ordinarily occurring, and (c) such party, within ten (10) days after the occurrence of the alleged Force Majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a Force Majeure has occurred shall be on the party claiming the occurrence of the Force Majeure.

7.8 Independent Contractor

The Contractor shall be considered and shall act solely as an independent Contractor for all material purposes under the Contract, and nothing in the Contract shall be construed to create an agency, partnership, or joint-venture relationship between the Contractor and PRIFA or between any members of the Contractor and PRIFA. All Subcontractors, Sub-subcontractors or other persons engaged or contracted by the Contractor for the performance of the Contractor's obligations under the Contract and all personnel of any of the foregoing involved in any aspect of performing the Work shall be considered

employees or agents of the Contractor or such Subcontractor or Sub-subcontractor (and not as employees or agents of PRIFA), and shall be subject to the direction, supervision and control of the Contractor or such Subcontractor or Sub-subcontractor (and not PRIFA), subject to the terms and conditions of the Contract Documents.

7.9 No Contractual Relationship

The Contract Documents shall not be construed to create a contractual relationship of any kind (a) between PRIFA's Representative and the Contractor, (b) between PRIFA and any Subcontractor, or (c) between any persons or entities other than PRIFA and the Contractor, except as specifically set forth in the Contract. The Contractor understands and agrees that the Engineer's obligations are to PRIFA and, by performing those obligations properly, the Engineer may increase the burdens and expenses of the Contractor, its Subcontractors and Sub-subcontractors, or sureties of any of them.

7.10 Assignment

The Contractor shall not assign, delegate or subcontract any of its rights and obligations under the Contract, except with the prior written authorization of PRIFA. The request for such authorization shall contain a list of all subcontractors or assignees. The Awarded Contractor shall include all of the provisions of this agreement in every subcontract so that such provisions will be binding upon each of its subcontractors or assignees.

The Contractor shall be responsible to Owner for the acts and omissions of all of its Subcontractors, and Sub-Subcontractors, their respective agents and employees and/ or all other persons performing any of the Work or supplying any materials or equipment for the Work under their respective contracts with the Contractor. The Contractor shall rebuild, repair, restore and make good any damages to any portion of the Work that any subcontractor or assignee may cause, at its own cost and expense, before the final completion and acceptance of the Project.

7.11 Amendments

To the extent permitted by law of The Commonwealth of Puerto Rico, the terms of the Contract shall not be altered, modified, supplemented or amended in any manner whatsoever, except by a written instrument duly executed by PRIFA and the Contractor.

7.12 Captions

The captions or headings in any Contract Document are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of such Contract Document.

7.13 Execution in Counterparts

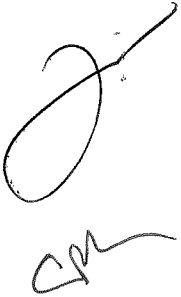
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

7.14 Dissemination of Information

Certain of PRIFA's confidential or proprietary information may come into the Contractor's possession in the course of performing its obligations under the Contract. The Contractor shall hold such information and all other information that it develops or obtains from PRIFA or otherwise regarding the Project in confidence, shall not use such information other than for performance of its obligations under the Contract, and shall require its employees, agents, Subcontractors and Sub-subcontractors to be bound to PRIFA by the same obligation of confidentiality. PRIFA reserves the right to release all information to the public and to the media relating to the Contract and the Work. The Contractor agrees, and to cause its employees, agents, Subcontractors and Sub-subcontractors, to refer all inquiries about the Contract or the Work to PRIFA.

7.15 Cancellation and Termination

Notwithstanding the provisions mentioned in the General Conditions, in the event of a substantial or material breach of the Contract by the Contractor or an emergency or other circumstance requiring PRIFA to take immediate action to protect its interests, limit its liability or prevent injury to any person or damage to any property, PRIFA shall have the right to rescind, cancel, terminate or suspend the Contract immediately and without prior notice to the Contractor. The exercise by PRIFA of its right to rescind, cancel, terminate or suspend the Contract shall not be construed as a waiver by PRIFA of any right or remedy it may have under the Contract or at law of The Commonwealth of Puerto Rico for any delay or breach by the Contractor in the performance of its obligations under the Contract.

Handwritten signature and initials in black ink, located to the left of the 7.15 section.

ARTICLE 8 – CRIMINAL CHARGES CLAUSE

8.1 Certification

The Contractor certifies and guarantees that at the execution of this Contract, the Contractor, its partners, associates, officers, employees and agents have not been convicted, or that it has no knowledge of being the subject of any investigation in either a civil or a criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. It is expressly acknowledged that this certification is an essential condition of this Contract. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for PRIFA to terminate this Contract immediately,

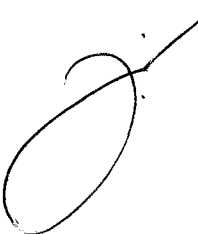
without prior notice, and the Contractor will have to reimburse PRIFA any amount of money received under this Contract.

If the status of the Contractor with regards to the charges previously mentioned changes at any time during the term of the Contract, it shall notify PRIFA immediately. Failure to comply with this responsibility constitutes a violation of this clause, and shall result in the remedies mentioned in the previous paragraph.

ARTICLE 9 – ATTACHMENTS

9.1 Incorporation


This Agreement includes the Attachments listed below, each of which is incorporated hereby and made a part of the Contract. Those Attachments not referred to in this Agreement are referred to in the General Conditions.



Attachment A	Scope of Work
Attachment B	Contractor's Proposal Form submitted October 21 th , 2014
Attachment C	Solids Waste Disposal
Attachment D	Bonds
Attachment E	Insurances
Attachment F	Cancelled Stamps
Attachment G	Other Documents
Attachment H	Bid Documents (CD)

ARTICLE 10 – LAW NUMBER 84

10.1 Law Number 84



The contractor shall duly comply with the dispositions of Law of The Commonwealth of Puerto Rico Number 84 of June 18, 2002, in which establishes the Code of Ethics for Contractors, Suppliers and Solicitor of Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico.

ARTICLE 11 – LAW NUMBER 85

11.1 Eligibility Certificate

In accordance with the dispositions of the Law of The Commonwealth of Puerto Rico Number 85 of June 18, 2002, the contractor is submitting the Eligibility Certificate from the "Administración de Servicios Generales" No. 2115.

ARTICLE 12 – BUDGET CLAUSE

12.1 Budget Clause

The professional services rendered under this agreement are budgeted and will be paid from "Asignaciones Legislativas", Account No. **250-9160-4**.

ARTICLE 13

13.1 None of the services rendered under this Contract can be claimed until the same is presented to the Office of the Comptroller of Puerto Rico for registration, as required with Law Number 18 of the 30th of October of 1975, as amended.

ARTICLE 14

14.1 Contractor certifies that at the time of signing of this Agreement, he has no claim of any nature against PRIFA or against any other Government Agency of the Commonwealth of Puerto Rico, nor is he an interested party in any judicial or administrative procedure against PRIFA or any other Government Agency of the Commonwealth of Puerto Rico.

ARTICLE 15- LAW NUMBER 14-2004

15.1 The Contractor shall comply with Law Number 14 of January 8th, 2004, which provides for the investment in articles manufactured and produced locally.

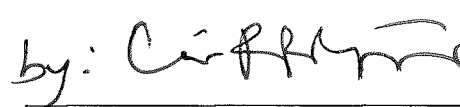
ARTICLE 16 – ETHICS AND SWORNED STATEMENT

Ethics. The Contractors undertake to comply with the provisions of Act No. 84 of June 18, 2002, known as the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico".

In Compliance with Act Number 458 of December 20, 2000, as amended by Act Number 428 of September 22, 2004, enclosed, to be considered part of this contract, Sworn Statement by Constructor or Contractor.


IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

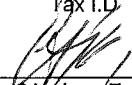
by: 

Grace M. Santana Balado, Esq.
Executive Director
Tax I.D.

OMEGA ENGINEERING, LLC



Victor R. López Nuñez
Vice-President of Operations
Tax I.D.

Prepared by: 
Efrén A. Rotger Sánchez, Esq.
Legal Consultant

Approved by: 
María del Pilar García Incera, Esq.
PRIFA Legal Office Director

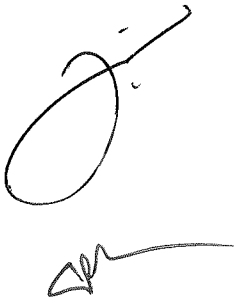
ATTACHMENT A SCOPE OF WORK

This Scope of Work (SOW) describes the general work to be performed, refer to Contract Documents; Drawings, Technical Specifications, Adenda, etc. for a more detailed description of the Work.

1. **Phase III:** consists in the transformation of the area known as "Las Uvitas" or "Paseo de los Enamorados" into a multipurpose area, with the main purpose of recovering the scenic value of this outdoor space and turning it into an urban landmark and reference point of the Paseo Puerta de Tierra. The space comprises several ramps which become an integral part of the path and also a reinforced concrete structure of approximate 36,000 square feet featuring a concessionaire area of 4,780 square feet, containing an indoor dining area, service entrance, and drop off. It also provides the area with several balconies and terraces distributed in two (2) levels. The work includes but is not limited to: construction of the main structure and plaza, together with all the civil, electrical, mechanical and plumbing labor. All work to be performed in accordance to contract documents.
2. **Phase IV:** Is the second stretch of the circuit connecting El Condado to Old San Juan. Construction and improvements will be performed in approximately two (2) kilometers along Muñoz Rivera Avenue from the entrance of "Parque del Tercer Milenio" to the area in front of "El Capitolio". This Phase also comprises the development of the open green area in the northern coast into a linear park with a variety of outdoor spaces. The work includes but is not limited to: construction of plazas, and pedestrian paths, geometric improvements, pavement milling, new pavement works, signage, pavement marking, lighting, new traffic signal system at selected intersections and landscaping. All work to be performed in accordance to contract documents.
3. **Phase IV-A:** It comprises the above surface works including but not limited to the right of way paving, asphalt paving, pavement marking, curbs, above ground utilities, etc. is for the section of Muñoz Rivera Avenue approximately located in front of restaurant *El Hamburguer*, as illustrated on plans [from STA. 11+40.00 (LMR) to STA. 12+88.32 (LMR)], corresponding to the PRHTA Project AC-002533 Highway PR-25R. Work for this phase is part of the Base Proposal. All work to be performed in accordance to contract documents.
4. **Landscape Work:** The scope includes, but is not limited to the installation of top soil, planting of new trees, shrubs, ground covers, etc., tree protection, pruning and also in several cases tree removal, along Muñoz Rivera Avenue

including Phase III and IV of the Project. Work will also be performed on the Muñoz Rivera Avenue stretch beginning at the *Dos Hermanos* Bridge (in front of Paseo Caribe) until the *Parque del Tercer Milenio* vehicular entrance, area designated as Phase III.A. All work to be performed in accordance to contract documents.

5. **Landscape Work Maintenance:** Landscape maintenance for a period of six (6) months beginning, the first day after the date of the Project's Substantial Completion. All work to be performed in accordance to contract documents; for instructions and guidelines refer to Section 6 – Landscape Maintenance and Plant Establishment and all referred and applicable sections. Payment for this item of work will be on a monthly basis.
6. **The detailed scope of work is described on the contract documents.** All work to be performed in accordance to contract documents.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line with a small upward tick at the end.