Supplementary/ Special Conditions

South Region

Bid Package S3-1A

PW 7779: DI 219290, DI 219300

CPM PR, LLC

October 1, 2025

SUPPLEMENTARY / SPECIAL CONDITIONS

These Supplementary Conditions amend the Uniform General Conditions for Public Works Contracts in Puerto Rico, 2011 edition, hereinafter called the General Conditions. The terms used in these Supplementary Conditions, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

PROJECT NAME

Repairs and Improvements of Industrial Buildings of the Industrial Development Company for the following PW(s):

M0062 (PW:7779 - DI:219290) Ponce
S0729 (PW:7779 - DI:219300) Ponce

The Owner for this project is:

Puerto Rico Industrial Development Company (PRIDCO) 355 F.D. Roosevelt Avenue
Hato Rey, San Juan, Puerto Rico 00917
Attn.: Eng. Joel Meléndez Rodríguez, PE

The Owner's Representative for this Project is:

CPM PR, LLC, PSC
Corporate Office Park
CPM Plaza 44 Road 20, Suite 201,
Guaynabo, Puerto Rico, 00966-3326
Attn.: Eng. Germán E. Irizarry Santos, PE

Project Inspector of Record:

CPM PR, LLC, PSC
Corporate Office Park
CPM Plaza 44 Road 20, Suite 201,
Guaynabo, Puerto Rico, 00966-3326
Attn.: Eng. Maricruz Díaz Sánchez, AE

1- The following definitions and terminology will be replaced and shall read as follows:

1.1 Substantial and Final Completion

Substantial and final completion review and approval - Contractor should prepare and submit a complete documentation of substantial and/or final completion with a list of punch list items to be completed or corrected. The A&E and the CMI will review the completion of the project and the issues pending in the punch list to recommend approval or rejection. The A&E and the CMI will protect PRIDCO interests by reviewing and verifying this documentation along with any claims that may arise.

A project will be considered substantially completed when the contractor notifies the CMI that all works are completed and requests the punch list inspection, subject to the results of the punch list inspection as indicated hereafter. The CMI, A&E and owner representatives must complete the punch list inspection within the next three days. If the punch list inspection shows that there are still works included in the contract that have not been carried out, the construction time consumed will be counted without interruption. On the contrary, if the inspection shows that all the works included in the contract were completed, the construction time consumed will be considered interrupted from the date the contractor requested the punch list inspection.

Once verified that all the work of the contract were carried out a punch list of deficiencies is generated, which will be delivered to the contractor to correct them in no more than thirty (30) days. Subsequently, when the contractor concludes correcting the deficiencies indicated in the punch list, he will request a final inspection to corroborate the correction of these deficiencies.

2- The following paragraphs shall be added will be replaced and shall read as follows:

2.1 Purpose of Contract Documents

The Contractor is responsible for the construction of a complete, fully operational, and functional facility in accordance with the Contract Documents and Good Industry Practices. The Contractor shall furnish all management, construction and installation, and all other labor (at staffing and manpower levels sufficient to complete each and every construction activity involved in the Work continuously, expeditiously and efficiently), materials, tools, supplies, equipment and other items necessary for the expeditious, proper execution and completion of the Work in accordance with the Contract Documents and in a manner so as to meet or exceed all standards established by the Contract Documents.

2.2 Contractor's Obligations Not Diminished

Any review, inspection, approval or acceptance by the Contracting Officer or OWNER's Representative of the Work, any portion thereof, or other services provided by the Contractor, or payment by OWNER for Work performed by the Contractor shall not (i) diminish the Contractor's obligations and responsibilities under the Contract or its warranties or otherwise relieve the Contractor of any liability, or (ii) be construed as a waiver of any rights available to OWNER under the Contract or Applicable Laws, or of any of action arising out of the Contractor's performance of, or failure of the Contractor to perform, the Contract.

2.3 Technical Standards and Requirements of Contract

The Contractor represents that it is fully familiar with all technical standards applicable to the Work, including, but not limited to, the manuals, standards, guidelines, and criteria listed in the Contract Documents. The contractor will follow the Federal Construction Regulations (FCR), Housing and Urban Development (HUD)/ CDBG-DR, Recovery Environmental Compliance, System for Award Management (SAM), Buy American Act, Davis Bacon Act, and all the Federal Regulations applicable.

3- Bonds and Insurance

All insurance and bonding companies to be used by the Contractor need to be authorized by the Puerto Rico Office of the Commissioner of Insurance. The General Contractor must obtain endorsement naming the Owner, and any other party involved in the project (tenant(s), subcontractors and any tier performed at the Project Site.) as additional insured, in each of the required insurance policies in Article 3 of the General Conditions, as deemed applicable.

3.1 Insurance

3.1.1 The Contractor must, within seven (7) calendar days from the date of Notice to Award, furnish and file with the Owner, in form satisfactory to, and with Sureties approved by the Owner, the following:

General Requirements of Public Responsibility Policy- with a limit of $500,000.00 per occurrence.

For roofing and construction work, the limit shall be $1,000,000.00.

Employer's Liability Coverage of Auto policy with the following limits:

- Physical Damages - $250,000.00 per event; $500,000.00 per aggregate
- Property damage - $250,000.00

Can also be "Combined Single Limit" $1,000,000.00 Endorsement in favor of PRIDCO is required.

Endorsement prior 30-day to cancellation for all policies.

"Fondo del Seguro del Estado" insurance policy, including certificate specifying the Works.

Evidence of payment for all policies.

Insurance policies or Insurance Certificates shall be the original.

3.1.2 **Works with Cost of $10,000.00 or more**

Payment & Performance Bond is required for this Project with a 100% limit.

In original with evidence of payment. o Builder's Risk Policy for the full cost of the work with evidence of payment. PRIDCO as Loss Payee, if applicable.

Evidence of insurance coverage must be presented, for works that require excavations, including "collapse coverage," and for the use of explosives, if applicable.

3.1.3 **Insurance after completed work.**

A contractor, subcontractor who has completed its work at the Project Site and whose insurance has been terminated, if they need to return to the site to perform warranty type work, it must be done under its own insurance coverage.

Endorsement of completed operations, covering 12 months, after completion of the works, if applicable.

The contractor is required to comply with the following additional endorsements.

a. Contractor Policy with PRIDCO as **Additional Insured** in original with evidence of payment.

b. **Endorsement prior 30-day to cancellation for all policies**. The contractor's insurer must notify PRIDCO in advance of any cancellation, non-renewal, or substantial modification of the policy, thereby allowing timely corrective action to be taken.

c. **Release of Liability Endorsement (Hold Harmless Agreement)** The Contractor for itself, agents, employees, successors and assigns agrees to save harmless the Owner, its Officers, Agents, Employees and Architect/Engineer from and against any and all claims, demands and/or suits, except as stated below, whether judicial or extra judicial for any cost whatever arising out or related to the execution of the Contract, and its insurers shall defend the Owner, its officers, agents, Employees and Architect/Engineer from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverage limits provided by the Contractor's general liability policy, except where such claims, demands and/or suits are due solely to the negligence of the Owner, its Officers, Agents, employees and negligence, errors and/or omissions of the work performed by the Architect/Engineer.

d. **Waiver of Subrogation** this insurance shall be written under an Inland Marine all risk form, including earthquake, windstorm and flood coverage and shall protect the Contractor, Subcontractors, and the Owner and shall contain a waiver of subrogation clause against the insured parties.

4- Subsurface and Physical Conditions

The reports of explorations and tests of subsurface conditions will be available if applicable.

6- Labor and Working Hours

Add to article 6.2 (Uniform General Conditions) and its subparagraphs the following paragraphs:

The work shall be scheduled by the Contractor in such a way it meets the established Contract Time of **ONE HUNDRED FIFTY (180)** calendar days from the effective date.

- Substantial Completion- **The execution term minus thirty days provided for the final completion equivalent to 180-30 = 150 days**.

- Final Completion- The Final Completion of the Work shall be achieved not later than thirty (30) days following the date of achievement of Substantial Completion as provided in the General Conditions.

The Contractor may work overtime on weekends and/or Holidays if:

The Contractor duly shows in advance such working hours/days in the approved Project Schedule.

If approved by the Owner's Representative when requested in writing at least ten (10) days prior the Work takes place.

The Contractor complies with all applicable Federal and Commonwealth laws, rules and regulations concerning fair labor practices including minimum wages, work hours, equal employment opportunities, nondiscrimination, civil rights, employment of minors, and other labor relation matters.

The Contractor shall pay weekly, in lawful money of the United States of America, including payment by check or direct deposit, the entire amount of wages, less legally authorized or mandated deductions, earned by each of the laborers and employees engaged in the work.

The Contractor shall make available the Project payrolls to the Owner's Representative for inspection and shall submit copies of such payrolls to the Owner's Representative when required.

Any irregularities noted in the Project s payroll will be bought to the attention of the Contractor by the Owner's Representative for appropriate corrective action and payment of any pending wages. Should the Contractor fail to take the necessary action, he will be subject to such civil and criminal proceedings as provided in law and regulations.

Payment of wages to laborers and employees of the Contractor for their work shall have preference over the payment of other debts of the Contractor, except as otherwise established by law.

6.1 Progress and Other Schedules

The Contractor must comply with Project specific requirements related to Submittals as specified in the Project Scope of Work and Specifications. The Project Schedule shall be

computer produced using the Grand Chart Program.

6.2 Submittals for Approval, Substitutes and/or "Equals"

All Submittals shall be transmitted to the Owner's Representative (CMI) and contain a stamp that shall include:

(a) Date and revision dates.

(b) Project title and number.

(c) The names of:

- Architect/Engineer
- Owner's Representative
- General Contractor
- Contract Number
- Supplier
- Manufacturer
- Separate detailer when pertinent

The Submittal shall also contain a narrative with:

(a) Identification of product or material.

(b) Relation to adjacent structure or materials.

(c) Field dimensions clearly identified as such.

(d) Specification Section number and paragraph.

(e) Applicable standards, such as ASTM number or Federal Specification.

(f) A blank space, minimum of 2" by 2", for the Architect/Engineer's stamp.

(g) Identification of deviations from Contract Documents.

(h) Submit three (3) shop drawings and/or submittals to the Construction Manager for evaluation process purposes, if required.

(i) Other pertinent data.

6.3 As Built Drawings

The contractor shall maintain in a safe place at the Site one (1) record copy of all As Built Drawings, if applicable.

9.3 Delays and Extensions of Time

The contractor must provide evidence that the claimed days are greater than, or equal to 0.5 inches of precipitation based on the location of the buildings. This information should be obtained from the National Climatic Center, NOAA for those days.

9.3.1.6.1 The average number of days in each calendar month with precipitation greater than, or equal to, 0.5 inches is provided for the projected area in the table at subparagraph. This information is based on data obtained from the west region. The data was obtained from Monthly Station Climate Summaries for Puerto Rico, U.S. Virgin Islands and Pacific Territories" published by the weather.gov/Climate, for the period of record from 2000 to 2022. The values have been rounded to the nearest whole number.

The Contractor shall include in its Progress Schedule, for each calendar month during the Contract Time, the same number of Weather Delay Days as are set forth, for each calendar month, in table 9.3 below titled "Scheduled Weather Delay Days"·

Month	Scheduled delay days
January	1
February	1
March	1
April	2
May	2
June	1
July	2
August	2
September	2
October	2
November	2
December	1

Table 9.3 Schedule of Weather Delay Days

9.3.1.6.2 The Contractor shall be entitled to seek an extension of the Contract Time on account of the occurrence of Weather Delay Days only if the number of Weather Delays Days experienced exceeds the number of Scheduled Delay Days.

9.3.1.6.3 The specific requirements and procedures for administering, calculating, and determining Weather Delay Days and the Contractor's entitlement to an extension in Contract Time on account thereof are as follows:

9.3.1.6.3.1 **Notice from the Contractor:** If the Contractor believes that a Weather Delay Day has occurred, the Contractor shall provide to the Owner's Representative a written notice no later than five (5) Workdays following the occurrence of each claimed Weather Delay Day. The notice shall: (a) describe the weather event, (b) set forth the number of Weather Delay Days claimed and; (c) include sufficient documentation to establish, on each claimed Weather Delay Day, the weather and conditions resulting therefrom prevented the Contractor from engaging at least seventy five percent (75%) of the labor force and equipment that was scheduled (under the current Progress Schedule) for engagement on Critical Path Activities for at least fifty percent (50%) of that Work Day. The Contractor shall also furnish such other supporting documentation to Owner's Representative including an updated Project Schedule. The submission of such written notice within the specified time shall be a condition precedent to any extension of the Contract Time.

9.5 Early Completion Incentive:

9.5.1 There will be no early completion incentive for this Project.

13.2 Progress Payments:

Delete Subparagraph 13.2.2.1.1 and substitute with the following:

13.2.2.1.1 The amount of Retainage shall be ten percent (10%) of each partial payment made to Contractor.

Contractor Responsibilities

The Contractors/Consultants are required, on behalf of himself and that of his subcontractor, to cooperate with PRIDCO Administrator with regards to the administration and operation. The Contractor's responsibilities shall include but are not limited to:

1. Compliance with applicable Construction Safety Program(s).
2. Compliance with PR OSHA Standard and Regulations.
3. Immediately notify PRIDCO that any Contractor provided coverage has been canceled, materially changed, or not been renewed.

Coordination and Execution of Pre-Bid Site Visits of PRIDCO Facilities Protocol

1. Once ASG reports the date of the site visit, the CMI will be responsible for notifying the tenants of the facilities and coordinating the date of the visit proposed by ASG.

2. If the date set by ASG for the visit cannot be coordinated, the CMI will immediately inform PC/PRIDCO.

3. The CMI will ensure that all bidders and representatives of ASG, PRIDCO, and other consultants comply with the security regulations outlined in the pre-bid meeting, including the tenant security requirements.

4. It is the responsibility of the CMI to be aware of and provide any security requirements and/or protocols that the tenant has provided due to the nature of its operation. This requirement will be part of the bid documents and must be informed to the bidder at the pre-bid meeting.

5. The CMI shall ensure that any bidder wishing to inspect areas requiring safety and/or access equipment complies with the regulations of OSHA or other relevant agencies.

6. **Any bidder wishing to inspect the installation at elevated locations will be required to bring their own ladder under OSHA regulations. Access will be at their own risk.**

7. Any bidder who wants to enter/inspect any area of the facility that requires special equipment will be required to bring their own equipment and comply with OSHA regulations.

8. All bidders must be accompanied by a CMI, A/E, ASG, or facility representative always.

9. It will be the responsibility of the bidder to present themselves to the site visit with the security and access equipment as informed to them at the pre-bid meeting.

10. If the facility is vacant, the CMI will coordinate with PRIDCO to grant access to the facility on the agreed date.

11. At the end of the visit, no bidder will be allowed to remain in the facilities without authorization.

Additional Instructions

1. The Contractor must ensure that the total price complies with all relevant federal and state laws, regulations, and contractual obligations regarding to taxes including sales tax, property tax and municipal excise taxes, insurance such as liability insurance, worker's compensation insurance, and property insurance, and the costs associated with obtaining necessary patent licenses or permissions. The total amount must be included in the estimate presented by the Contractor as part of the bid documents. Also, the total cost of the estimate must include Contractor's overhead, profit, and general conditions.

2. Bid Package Allowance – The contractor shall include in its proposal an amount equal to **$80,000.00** in the bidding table as an allowance for this Bid Package. This assignment will be available only if the owner approves its activation and use, and it allows the tasks approved under the FEMA 4339 program to be carried out on an ongoing basis.

3. All bonds and insurance required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the Commonwealth of Puerto Rico to issue bonds or insurance policies for the limits and coverages required.

4. The Contractor will be responsible for ensuring that the work carried out is functional and in accordance with the provisions of the contract.

5. The Contractor must refer to an estimate and perform only the work included in the estimate.

6. The Record of Environmental Consideration (REC) is a fundamental part of this auction document, so it will be the Contractor's responsibility to understand and implement any measure established therein if any situation arises that is considered to have an environmental impact.

7. All lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be coordinated, obtained, and paid for by the Contractor.

8. The Contractor will be responsible for performing the Work in a manner to ensure proper compatibility of the Work and coordination of Work activities and Site access with the work of other Contractors or

entities performing work in connection with the Project or in the immediate vicinity of the Site unrelated to the Project. PRIDCO shall not award any contract time extension or pay for any project or office extended overhead arising from the failure of the Contractor to coordinate the Works with other Contractors or entities.

9. All billing and breakdown for payment must be presented with photographic evidence of the work performed, invoices, certified payrolls, and credentials of the experts (plumbers, electricians, or any other expert) hired.

10. In case the roof of the structure has a warranty, the contractor must contact the company that certifies the roof warranty and show them the scope of work that impacts the roof. Roofing work must be done in such a way that the existing warranty is not affected. It is in the hands of the contractor to reach an agreement if necessary, so as not to lose the existing warranty and to keep the roof waterproof. **(See Document 15.A List of Properties with Roof Warranty).**

11. The Contractor is responsible of putting down a lock together with the main gate lock of PRIDCO. This will enable PRIDCO and all assigned personnel to access the vacant property. At the conclusion of the construction phase, the Contractor will proceed to take out their lock and leave the original lock will stay at the main gate. This process will be carried out with the assistance of PRIDCO personnel.

12. The Contractor is responsible for replacing the door lock cylinders in the building, granting access exclusively to the Contractor and the construction crew. During the construction phase, the Contractor will have sole custody of the property, and no other personnel will be allowed access without the authorization of the Contractor. Once construction is completed, the original door lock cylinders must be reinstalled. This process will be carried out with the assistance of PRIDCO personnel. **(See Document 15.B Detalles de Puertas, Cerradura y Cilindro).**

13. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from the termination of the contract by the owner for convenience. This was established in the Uniform General Conditions for Public Work Contracts in Puerto Rico.

14. Owner shall only pay costs incurred and evidenced by Contractor arising out of or resulting from a change order. Owner shall not pay any contractor fee, anticipated overhead, profit or revenue, or other economic loss arising out of or resulting from such change order.