



MINISTERIO
DE TRANSPORTE
Y OBRAS PÚBLICAS



SPECIAL TERMS AND CONDITIONS OF THE PUBLIC WORKS CONTRACT FOR ADDITIONAL WORKS

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I. GENERAL PROVISIONS

1. Definitions

1.1. The words and expressions defined appear in bold.

- The **Contracting Party** it is the party that employs the Contractor for the execution of the works, in this case the Ministry of Transport and Public Works (MTOPI)
- The **Contractor** is the natural person or legal entity whose bid for execution of the works has been accepted by the Contracting Party.
- The **Site Manager** is the person designated by the Contractor, responsible for overseeing the execution of the works and managing the contract.
- The **Subcontractor** is a natural person or legal entity hired by the Contractor to perform a part of the work of the contract.
- **Works** means everything that the Contractor shall construct, install and deliver to the Contracting Party under the contract.
- **Terms and Conditions** means the conditions, characteristics and other requirements of the contract works, including any modification or addition made or approved by the Contracting Party.
- **Drawings** are the documents that contain graphic designs of the works under the contract, including any modifications or additions made or approved by the Contracting Party.
- **Modification, Variation or Addition** is every instruction given that modifies the contracted works, approved by the Contracting Party.
- **Provisional works** are the works that the Contractor shall design, build, install, and remove, and which are necessary for the construction or installation of works.
- The **Contractor's Bid** are the documents delivered by the Contractor to the Contracting Party containing the promise to provide, meet or execute the purpose referred to in these documents in relation to the works tendered.
- The **Contract** is the agreement concluded between the Contractor and the Contracting Party to execute and maintain the works.
- The **Contract price** is the amount accepted by the Contracting Party, adjusted at a later date in accordance with the provisions of the contract.
- The **Measurement Table or Quantity List** is the list of measurements and prices which are part of the contract.
- The **Start Date** is the date on which the Contractor should begin the execution of the works.
- The **Expected Completion Date** is the date on which the Contractor shall complete the works, except with the express authorization to the contrary.
- The **Completion Date** is the date of completion of the works, certified by the Site Manager.
- **Days** means calendar days and **Months** means calendar months. In the case of business days, they shall be set explicitly.
- **Provisional acceptance certificate** is the certificate issued by the Contracting Party and approved by the Contractor of the concession, once the Contractor has completed the works to its satisfaction.
- **Defect** means any part of the work that has not been completed in accordance with the contract.
- **Final acceptance certificate** is the certificate issued by the Contracting Party and approved by the Contractor of the concession, once the period of liability for defects has elapsed without evidencing defects or with such defects having been satisfactorily corrected.
- **Period of liability for defects** or **period of conservation** or **maintenance period** is the period between the provisional acceptance and the final acceptance, during which the Contractor shall preserve the works built under the conditions in which they were accepted.

- **Equipment** means the machinery and vehicles of the Contractor which have been temporarily transferred to the area of the works to build the works.
- **Plant** means any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
- **Material** means all supplies, including consumable goods, used by the Contractor to be incorporated in the works.
- The **works area or site** is the grounds where the work shall take place. It comprises the strip of public domain and/or the premises provided for this purpose by the Contracting Party, identified in the project drawings, as well as every other place where the Contractor locates the working tents and facilities, and the grounds he otherwise occupies for the purposes of the contract.
- The **reports of research in the area of the works** are the reports included in the tender documents that describe and explain the conditions of the surface and the subsoil of the area of the works.

2. Interpretation

2.1. For the interpretation of the terms of the contract, it shall be borne in mind that singular terms also refer to plural terms and the masculine gender also means female, or neuter, and vice versa. The headings of the clauses have no meaning by themselves. The words used in the contract have their ordinary meaning unless they are specifically defined. The Contractor shall provide clarification about the terms of the contract.

2.2 When the completion of the works by sections is specified, the references made to the works in the terms of the contract, the date of completion and expected date of completion are applied to each section of the works (if it is not a question of termination date and the expected date of completion of the totality of the works).

2.3. The documents forming the contract shall be interpreted according to the following order of priority:

- 1) Contract
- 2) These special terms and conditions for tender with their amendments and clarifications made by the Contractor during the period of the call.
- 3) Contractor's Bid
- 4) Specifications
- 5) Drawings
- 6) Measurement Table

3. Language, applicable law and competent jurisdiction

3.1 The contract shall be implemented in the **Spanish language**.

3.2. In case of disagreements between the Contractor and the Contracting Party, these shall be resolved amicably and in subsidiary form by the legislation of the Eastern Republic of the Uruguay, applying the private law.

It is the responsibility of the bidder to have a thorough knowledge of the legal terms of the Eastern Republic of the Uruguay, especially on labor, tax, administrative and all those aspects linked to the award of public works.

3.3 The sole submittal of a bid by the Bidder means the express recognition and manifestation of willingness to be subject to the laws and courts of the Eastern Republic of Uruguay, excluding any other remedy, and the Bidder waives the jurisdiction that may apply to him because of his present or future domicile or by any other cause.

4. Decisions by the Site Manager

4.1 Unless otherwise specified, the Site Manager, on behalf of the Contracting Party, shall decide on the issues that arise between the Contracting Party and the Contractor in connection with the execution of the works.

5. Delegation of Functions

5.1 Upon notification to the Contractor, the Site Manager may, under its responsibility, delegate any of its duties and responsibilities, and may also cancel them at any time. The cancellation shall be in the express form. The performance of the Site Manager does not imply by itself the cancellation of the delegation.

6. Communications and Service Orders

6.1 Communications made between the Parties shall only be valid if they are made in writing. The notifications shall enter into force once they are received, with the OK report by the issuer of the shipment from the day following the issuance having the received value to all intents and purposes.

6.2 In the execution of the works, the Contractor shall abide by the outcome of the parts of the contract and the service orders and instructions issued in writing by the Site Manager, and for which a receipt shall be given to the Contractor. The latter is obliged to fulfill them even when considered irregular, inappropriate or inconvenient. Even when the Contractor believes to be affected by the requirements of a service order he shall execute it anyway, but he may, however, submit his claims in writing, **with a copy to the Contracting Party** upon receipt within a period of no more than 3 days by the Site Manager, who shall immediately report them to his superiors. If this term elapsed without submitting any claims, it shall be understood that the decisions by the Site Manager were accepted, and further claims shall not be supported for such a reason. The service orders shall not release the Contractor from his direct liability for the proper execution of the work according to the rules of their science or profession.

6.3 For each day of failure to comply with the service orders, the Contracting Party may impose a fine of up to U\$S 400 (Four hundred US dollars).

7. Personnel

7.1 The Contractor shall appoint a Technical Representative, who shall be responsible for all matters of a technical and administrative nature that arise during the execution of the work, as well as all the efforts of the same nature performed by the Contractor, with respect to the hired labor. Every time the Site Manager deems it necessary, he shall address the representative for the purposes of any communication of technical and/or administrative nature which shall be made to the Contractor. The designation of the technical representative shall be approved by the Contracting Party. If during the execution of the works, the Contracting Party considers it necessary to require the Contractor to replace the Technical Representative, the Contractor shall do so, and from that time, the position of the person occupying it shall be deemed to have ceased, and the Contractor shall immediately appoint another one in his stead, after approval by the Contracting Party.

7.2 Without prejudice to the foregoing clause, the Contractor shall designate a Resident Technical Assistant with the ability to act in the direction of the works and with whom the Site Manager shall communicate directly. Any technical and/or administrative communications that shall be made to the Contractor may be sent to such technical assistant who, in these circumstances, shall carry out the functions of the Technical Representative. The designation of the Resident Technical Assistant shall be approved by the Contracting Party and he shall be replaced immediately whenever the latter deems it necessary for the better development of the work. The Contractor shall designate him a replacement in cases of temporary absence, with the written approval of the Site Manager.

7.3 The Contractor shall provide and use on the site: a) only those technical assistants with expertise and experience in their respective sectors, and those foremen and managers who are responsible for ensuring the proper supervision of the work and the tasks that shall be ordered, and b) the skilled, semi-skilled and unskilled labor which is necessary for the proper execution of the works within the set deadline.

The Site Manager shall be empowered to express his objections regarding any person who, due to disrespect or disobedience to the staff responsible for the inspection of the works or due to ineptitude or any failure that disrupts or jeopardizes the progress of the work, shall be removed from the work by the Contractor. Any person who has been removed from the works should be replaced as soon as possible by a competent person approved by the Site Manager.

7.4 If the Site Manager requires the Contractor to remove a member of the staff or a member of the workforce of the Contractor, the former shall state the reasons for the request, and the Contractor shall ensure that the person is removed from the area of the works within 3 days without any other participation in the work related to the contract.

7.5 The Contractor shall resolve by itself everything required for the employment of labor, transport, accommodation, food, water, clothing and payment of salaries, according to the rules in force.

7.6 The company personnel shall provide its services with the proper uniform, perfectly identifiable, visible to traffic on the route and endowed with the security elements required in the field.

7.7 The Contractor shall hire, for the execution of the works, a minimum equivalent to 5% (five percent) of the staff for tasks of manual work or similar who shall be released persons registered in the Job Bank of the National Patronage of Imprisoned and Released Persons, according to the provisions of Law No. 17897 dated September 14, 2005 and its regulatory decree (Decree No. 226/006 dated July 14, 2006), as well as Law No. 18,516 for the distribution of unskilled laborers.

7.8 The Contracting Party, prior to the certification of the work, may require from the Contractor the documentation that proves the payment of salaries and other emerging areas of the employment relationship as well as the precautions to justify keeping the payment of the policy against accidents at work and social security contributions up to date. Companies shall provide the data of the hired workers.

7.9 The Contracting Party may withhold from the payments due to the Contractor, the wages to which the company workers are entitled.

7.10 If the Contracting Party or the Site Manager consider that the Contractor has incurred in a violation of the rules, arbitration awards or collective agreements in force, they shall report this to the General Inspectorate of Labor and Social Security for the purposes of inspections. If such extremes were proven, the Contractor shall be sanctioned in accordance with section 289 of Law No. 15,903 on the wording given by section 412 of Law No. 16,736, without prejudice to any other sanctions that may be applied according to the procurement. Without prejudice to any complaints that may apply, the Contractor shall be responsible for the obligations arising out of Law No. 19,196.

8. Risks of the Contracting Authority.

8.1 When the losses, failures or damages are caused by actions and omissions by the Contractor, the Contracting Party shall be entitled to claim compensation, upon discovery of the damage suffered. The Contractor shall submit his request for compensation within 14 days after the damage, subject to the prescription of his claim, and it shall express: 1) the determining causes of the damages, 2) the means used to avoid them, and 3) the nature and approximate amount of the damage.

In the event of upholding the claim, the compensation shall be paid in accordance with the damages suffered, pursuant to the valuation to be practiced with that purpose.

9. Risks of the Contractor

9.1 The Contractor shall be responsible, from the start date to the date of signature of the act of final acceptance of the work, for the risks of personal injury or death and property loss or damage (including, without limitation, the works, plant, materials, and equipment).

9.2 The Contractor shall pay compensation to the owners for the damage caused by the execution of the works, the occupation of land for crossing, form trestles, deposit materials, install sites, etc.

10. Liability for damage and Insurance.

10.1 The Contractor shall be responsible for:

* The safety of all activities in the area of the works

* The damage caused by virtue of the execution of the contract, to the people who work in them and to third parties, as well as to private and public property, whether such damages arise from the maneuvers at his facilities or the use of the path or for other reasons attributable to him

* Monitoring, carrying out the checks and report in writing to the competent (police and judicial) authorities, the illegal occupation of the strip of public domain, such as settlements, animals grazing, advertisements, commercial undertakings or any other not intended for the purpose of the road. Likewise, with respect to the installation of new lines of public services, notice signs visible from the path in the strip of public domain and use of the "non-edificandi" strip by the owners.

10.2 The Contractor shall bear the cost of the damages suffered by the Contracting Party by any omission in the fulfillment of the obligations arising from the above clause.

10.3 Prior to the signing of the corresponding contract, the successful bidder shall purchase an extra-contractual civil liability insurance for the amount of \$ 150,000,000 throughout the contract term and until its final acceptance.

10.4 The insurance shall be approved by the Contracting Party prior to the works start date and shall be controlled by him.

10.5 If the Contractor does not provide the required insurance, the Contracting Party may purchase the insurance which should have been provided by the Contractor and shall be able to recover the premiums paid by the Contracting Party from the payments due to the Contractor, or otherwise, it may be considered as a debt by the Contractor.

10.6 The terms of the insurance shall not be altered without the approval of the Contracting Party.

10.7 Any modifications to the terms of the contract shall be notified by the Contractor to the insurance company within the time limits set forth therein and, in no case, in a term later than fifteen (15) calendar days.

11. Reports of research in the area of the works

11.1 The Contractor shall be deemed to have been inspected and examined the site and its surroundings and the available information (if any) and to have made sure, before submitting its proposal, of the structure and nature of the site, including subsurface conditions, climatic and hydrological conditions, the extent and nature of the work and the materials needed to carry out the works, as well as the means of access to the location, the accommodation that may be needed and, in general, he shall be deemed to have obtained all the necessary information regarding the risks, contingencies and other circumstances which may influence or affect its proposal.

The Contracting Party shall provide the Contractor with the background information available in respect of the points mentioned above, without assuming any obligation so as to the accuracy of the same, given their purely informative nature, being the duty of the Contractor to carry out all the necessary checks.

12. Provisional Works

12.1 The Contractor shall provide the specifications and drawings of the provisional works proposed to the Site Manager, who shall approve them if they comply with the specifications and drawings.

12.2 The Contractor shall be responsible for the design of the provisional works.

12.3 The approval by the Site Manager does not alter the responsibility of the Contractor with respect to the design of the provisional works.

12.4 The Contractor shall obtain the necessary approvals from the third parties that may be necessary for the design of the provisional works.

12.5 Before they can be used, all drawings prepared by the Contractor for the provisional or final execution of the works shall be approved by the Site Manager.

13. Construction of the works by the Contractor

13.1 The Contractor shall build and install the works in accordance with the specifications and drawings.

13.2 It shall suffice that a part of the work is specified in any of the contract documents, even if it has been omitted in the other documents, in order to be considered part of the works of the contract and the Contractor is obliged to execute it, without altering the total price.

14. Completion of the works on the scheduled date

14.1 The Contractor shall start the works within thirty (30) days from the date of notification of the contract approval by the Contracting Party, and shall carry them out under the Work Development Schedule (WDS) that had been submitted, with the updates that the Contracting Party would have approved. The Contractor shall be required to complete all the work within the time period stipulated in the Contract.

15. Discoveries

15.1 Any element of historical interest or of another nature or of great value that is unexpectedly discovered in the area of the works shall be the property of the Contracting Party. The Contractor shall notify the Site Manager about the discovery and follow the instructions given on how to proceed.

16. Patent rights and rights to pay.

16.1 The Contractor shall be liable in respect of all claims and proceedings or lawsuits relating to the infringement of patent, design, trademark or registered names and other protected rights relating to the construction equipment, machinery and construction procedures, work, or material used in virtue of the works, as well as with respect to all claims, damages, costs and disbursements of any kind with respect to, or in relation to the above infringements, and shall indemnify the Contracting Party when appropriate.

17. Occupation of the area of the works.

17.1 The Contractor shall deliver to the Contractor the occupation of the whole area of the works in the state that is was at the works start date, by an act performed to such effect. If the occupation of any area on the date of the restatement was not delivered, there shall be an occupation delivery schedule.

17.2 If the Contracting Authority does not put at the disposal of the Contractor Company the area of work of a section within the specified time frame by causes which are not attributable to the Contractor, their count shall be suspended until it is made available. In the event that making it available takes more than 50 business days, the Contractor Company shall claim compensation for the financial cost of the audited expenditure incurred up to that time.

17.3 The Contracting Party shall provide the Contractor with the right of way for the execution of the operations of the work construction, at the entire width of the strip at his disposal. The permission to occupy and use haul roads, places for workshops and working tents, offices, camps, and removal of materials outside the areas listed above, shall be obtained by the Contractor at his own cost.

18. Access to the area of the works.

18.1 The Contractor shall allow the Site Manager and any person authorized by the latter, the access to the area of the works and to all places where they are performing or expecting to perform the work related to the contract.

II. CONTROL OF DEADLINES

19. Schedule

19.1 Prior to the signing of the contract, the Contracting Party may request a new Work Development Schedule (WDS) stating the general methods, procedures, sequence, and schedule of implementation of all the activities relating to the works. He should also submit a Funds Flow Estimate (FFE) at contract prices, according to the (partial) control points set out in clause 13.1 of *Section 1 - Instructions to Bidders*, and adjusted according to clause 28.2 of *Section 1 - Instructions to Bidders*.

These documents shall be approved by the Contracting Party and shall become part of the contract.

19.2 The reconsideration shall be made within 30 days from the notification date to the Contractor of the contract approval by the Contracting Authority. The Contractor shall be notified of the date and time of tracing and reconsideration, and he shall make available to the manager, any staff, instruments, tools, and materials necessary for the reconsideration of the tracing, having to extend in duplicate an act stating that they have verified this operation in accordance with the approved project, including the comments made in such an operation. The reconsideration shall be made even in the absence of this, issuing the act by the signature of the parties. The cost of the general, as well as the partial reconsideration which are carried out in the course of the work, shall be at the charge of the Contractor, as well as the refitting of the signals that may disappear for any reason.

19.3 The inspection of the work shall be performed in a regime of 48 hours a week from Monday through Saturday, in a regime of 8 hours a day.

If an increase of the working day is necessary, all expenditures relating to the additional hours, particularly those relating to the Comptroller, shall be borne by the Contractor. The Site Management shall determine if they are in a position to meet the inspection in those additional hours, and /or the under which conditions it can be done.

20. Extension of the expected completion date.

20.1 If for justified reasons, independent of the willingness of the Contractor, the latter was unable to start the works in the pre-established time, or had to suspend them, or was unable to give them the necessary development to finish them by the contracted term, he shall report this in writing to the Site Manager within 7 days of appearance of the causes of delay. Then, the Contracting Party, after the report by the Site Manager, may agree to a reasonable extension with the Contractor.

20.2 In the event that the Contractor submits a request for an extension of deadlines, either partial or total, he shall accompany such application with a statement in which the delays incurred above relating to the execution of this contract are recorded.

20.3 The Contracting Party shall not approve any request for a deadline extension which is not based on concrete facts explained when they occurred, and/or submitted 7 days after the cause of the delay had occurred.

20.4 If the Contracting Party agrees to the extension, it shall determine its term and notify the Contractor. The costs of inspection and comptroller of the work, as a result of extensions to the agreed deadlines, shall be paid as follows:

- a) By the Contracting Party, where the causes of the extension are attributable to him,
- b) By the Contractor, when it is evident that the motives are attributable to him,
- c) In equal parts by the Contracting Party and the Contractor, when the extension is agreed to for reasons of force majeure.

III. QUALITY CONTROL

21. Identification of defects

21.1 The Site Manager shall monitor the work of the Contractor and notify him of any defects that may be found. This control shall not change in any way the obligations of the Contractor. The Site Manager may order the Contractor to locate a defect and expose and check any work that may be deemed to have a defect.

22. Material

22.1 All materials to be used in the works shall comply with the requirements specified in Annex O and in the specifications of the DNV (National Highway Authority) of the Ministry of Transport and Public Works (MTO). The Contractor shall not be able to use in the work a material that has not been previously accepted by the Site Manager. All applicable rules published until 7 days prior to the date of the call for tenders shall govern. The Contractor shall submit samples of the materials according to the provisions of the Bidding Documents, or as directed by the Site Manager in appropriate cases, to be delivered in sufficient time to allow for review and analysis.

22.2 The Site Manager shall inform them in writing about the acceptance or rejection of the proposed material within a period of 14 days for the materials to be inspected on site and 28 days for those which shall be analyzed off-site. Both deadlines shall be counted from the date of delivery of the respective samples to the laboratory. The representative samples of the materials tested and accepted shall be kept on site for the control of the materials to be used. Regardless of the initial approval of the material to be used, the Site Manager shall extract periodically, or when he sees fit, samples of the materials collected on site. The costs incurred by the provision, extraction, transport, packaging, and testing of the material shall be borne by the Contractor. Without prejudice to the foregoing, it is hereby established that the Contracting Party, by way of exception, may provide for the acceptance of a material even when it does not comply strictly with the laid down conditions, provided that the analysis of the set of tests it was submitted to allows forming a favorable opinion of this material, and if its price is lower than the specified material. In this case, together with the acceptance of the material proposed, the adjustment of the respective contractual unit price shall be made. If the Contracting Party understood that the application of this procedure of exception did not correspond, the rejection of the material shall be final. The delays caused by these reasons shall be entirely attributable to the Contractor.

22.3 The rejected materials shall be removed from the site by the Contractor within a period of 7 days from the date of notification of the rejection and he shall, at his expense, replace them by any other adequate and convenient

materials that satisfy the set out conditions. If the Contractor fails to comply with that order, the Site Manager, prior notice, shall be able to:

a) Remove the rejected materials without the Contracting Party being responsible for loss, theft or other damage that such a measure may cause to the Contractor. If the Contractor fails to comply with an order of this nature, the Contracting Party shall have the right to employ and pay other people for their implementation. All the expenses arising or resulting from this shall be borne by the Contractor and may be demanded by the Contracting Party, or deducted from any amount due or that shall become due in favor of the Contractor.

b) Order the suspension of the works until the rejected materials are removed by the Contractor, without this giving right to the Contractor to any compensation of any kind.

c) Order the demolition and the work to be duly executed again, regardless of the previous tests and partial payments that had been made, in the case of work that in regard to materials or execution is not in accordance with the contract.

22.4 If the Site Manager orders the Contractor to perform any test that is not referred to in the bidding terms in order to check if any work has defects and the test reveals that they have defects, the Contractor shall pay for the test and the samples. If there is no defect, the test shall be considered a reimbursable event.

23. Correction of defects

23.1 The Site Manager shall notify the Contractor of all defects, of which he is aware before the end of the period of implementation of the work and during the defects liability period, which begins at the completion date and extends for 9 months. This period is extended if the defects persist until their solution.

23.2 Each time a defect is notified, the Contractor shall correct it within the time limit specified in the notice by the Site Manager.

23.3 If the Contractor has not corrected the defect within the period specified in the notice of the Site Manager, the latter shall estimate the price of the correction of the defect and shall submit a report to the Contracting Party, who shall determine the course to follow; for example, he may deduct it from the works certificates, the contract performance bond or any other payment owed to the Contractor, or if nothing is owed, it shall be deemed a debt owed by the Contractor.

IV. COST CONTROL

24. Measurement Table

24.1 The Measurement Table shall contain the items corresponding to the construction, assembly, testing and commissioning of the works to be executed by the Contractor. 24.2 If the Contracting Party requests so, the Contractor shall provide a breakdown of prices corresponding to any unit price appearing on the Measurement Table.

25. Modification of the Measurements.

25.1 If before work or during its execution an increase was ordered, the Contractor shall comply with the written orders of the Site Manager with the authorization by the Contracting Authority, provided that the amount of the increases does not exceed 20% of the total amount of the contract (as set out in the Ordered Text of Accounting and

Financial Administration or OTAF). When the jobs match an item described in the measurements table, the unit price indicated therein shall be used to calculate the value of the modifications.

25.2 If the increases exceed the 20% or if the nature or date of the work relating to the modification is not in accordance with the items in the measurement table, the Contractor may negotiate a new price or require the early termination of the contract without compensation of any kind. The Contractor shall provide a quote with new unit prices for the relevant items of the work.

25.3 The cost of the works may be increased in proportions that exceed the indicated ones, prior agreement by the Contractor. These increases shall entitle the Contractor to a deadline extension for the completion of the work, proportional to the increases.

25.4 If before the work started, or during its execution, the reductions or removals were ordered, the Contractor shall comply with the written orders received from the Site Manager in this regard, provided that the amount of such reductions or removals does not exceed 15% of the total amount of the contract, and without being entitled to claim any compensation for the benefits it ceases to have due to the reduced or removed part. However, the collected materials which were received and not employed as a result of the works reduction shall be paid and kept by the Contracting Party.

25.5 If the reduction or removal is higher than 15% and up to 25% of the amount of the contract, the Contractor may require the early termination, without the right to any compensation.

25.6 In the event that this reduction or removal is higher than 25%, the Contractor shall be entitled to a compensation of 10% on the excess of the reduced works in relation to the 25% of the contract amount. By agreement with the Contractor, the works may be reduced in a greater proportion.

25.7 When the Contracting Party requests a quote for the implementation of a modification, the Contractor shall provide it within 7 days of request, or within a longer period if the Contracting Party determined so, who shall evaluate it before ordering it.

25.8 If the Contractor quote is not reasonable, the Contracting Party may order the modification and adapt the contract price based on his own estimation of the effects of the modification on the Contractor's costs.

25.9 If the Contracting Party decides that the urgency of the modification makes it possible to obtain and analyze a quote without delaying the work, no quote shall be given and the modification shall be deemed as a reimbursable event.

25.10 The Contractor shall not be entitled to the payment of the additional costs in which it would have incurred and that could have been avoided if prior notice had been given.

26. Payments

26.1 Payments shall be processed in the monthly certificates issued by the Contracting Party. **The value of the work performed shall include the value of the measurements implemented in the items of work contained in the measurement table, the valuation of the variations and the reimbursable events.**

26.2 Payments shall be made according to the provisions of section 55 of Decree No. 8/990, in its wording given by Decree No. 229/000 dated August 9, 2000.

26.3 Once the works certificate is issued with a copy to the Contractor, he shall have three working days for the submission of the invoice. The payroll contributions for social security shall be submitted to the Contracting Party, until the day following the due date stipulated by the Social Security Office (Banco de Previsión Social or BPS). The deadline for the payment of the certificate shall be interrupted in the same number of calendar days that the delay in filing the return of contributions for social security and the invoice.

26.4 In the situations in which the Contractor provides for the transfer of credit from the works certificate, he shall attach to the invoice, a request signed by the legal representative of the Company, notifying the Contracting Party of such intention. Such assignment or the notice of its cancellation shall materialize in the term of five (5) business days. After the expiry of that term, the 60 (sixty) days term for the payment of the certificate shall be interrupted in the

same number of calendar days as the delay in filing the request referred to, applying this criterion both for discounts and surcharges.

26.5 All works and expenditures involved and derived from the contract shall be included in the quote of the items concerned, according to the submission of the proposal, and shall not be subject to a separate payment.

26.6 The Contracting Party shall not pay for the items of the works not specified in the measurements table, and they shall be understood as covered by other contract prices.

26.7 The Contracting Authority reserves the right not to certify for their payment the amounts of work that exceed the provisions of the Preventive Funds Flow (PFF) submitted by the successful bidder and accepted by the Contracting Party.

27. Taxes

See clause 4 TAX REGIME of the Administrative Terms and Conditions.

28. Adjustment of prices

The prices quoted in Uruguayan pesos shall be adjusted to take into account the fluctuations in the price of supplies. The amounts authorized in each certificate of payment shall be adjusted by applying the respective price adjustment factor.

For the adjustment, the following parametric formula shall apply.

The updated value P of the work carried out on a group of items "a" is defined as:

$$P = P_o K_a$$

And the differences that shall be liquidated shall be:

Differences = $P_o [K_a - 1]$, formula in which:

K_a = coefficient of update of the items that make up P_o .

P_o = liquidation to tender prices of the work in question.

The coefficient K_a is calculated in accordance with the following formula:

$$K_a = j \frac{J}{J_o} + v \frac{Cv}{Cv_o} + m \frac{M}{M_o} + d \frac{D'}{D'_o}$$

In which:

a = subscript that characterizes a group of items.

j = percentage of incidence in the cost of labor.

J = average daily amount of the official medium, an average award of the category V during the period of implementation of the work that is settled.

J_o = daily amount of the Official Medium, award of the category V, effective 10 (ten) days before the date of the award.

v = percentage of incidence in the price by general expenses, financing, taxes, contingencies financing, benefits and other costs not considered in the other groups.

Cv_o = General Consumer Price Index from the National Institute of Statistics in the penultimate month prior to the opening of the tender.

Cv = General Consumer Price Index from the National Institute of Statistics in the month preceding the period of implementation of the works being settled. The calculation of the variation of the term v in the case of not being able to count on the consumer price index from the National Institute of Statistics shall be replaced by the one arising from the inter-bank exchange rate of the seller US dollar. The base value for this adjustment shall be the quote for such currency 10 days before the date of opening of the tender, being the liquidation value equal to the average of the period of implementation of the works.

m = percentage of incidence in the cost of materials, fuels, freight, etc.

$$M = \sum q_n Q_n$$

$$M_o = Q_{on}$$

q_n = percentage in pesos that integrates each n material in the total of materials corresponding to the group of items.

Q_{on} = unit price of the n material contained in the list published by the DNV, at least, 10 days prior to the date of invitation to tender.

Q_n = unit price of the same n material, which is contained in the list published by the DNV corresponding to the month of execution of the work that is being settled.

d = percentage of incidence in the price corresponding to depreciation and repair of equipment.

D'_o = value of the index representative of the price of imported construction machinery and equipment for the month prior to the opening of the tender, taken from the monthly publication in the U.S. "Bureau of Labor Statistics".

D' = value of the index representative of the price of imported construction machinery and equipment for the month in which the works being settled were carried out. For the determination of the D'_o and D' indexes, the value of the currency of import shall be taken into account, increased with the costs involved in the management, transport, and clearance of the goods to be imported, as well as the value of the equipment in the country of origin.

The coefficients for the parametric formula are those established by **Decree No. 281/94 dated June 14, 1994, 96/999 dated April 16, 1999, and 297/015 dated November 9, 2015, and related and amending sections in force at the date of the call.** A table of these coefficients is included as reference.

If the value of the index is modified after being used in a calculation, the calculation shall be corrected and an adjustment shall be made on the next certificate of payment. It shall be considered that the value of the index takes into account all the variations of the price due to the fluctuations in prices.

29. Penalties for failure to comply with time limits

29.1 If the Contractor fails to comply with the contract, according to the foreseen Work Development Schedule (WDS) in breach of the Preventive Funds Flow (PFF), for reasons attributable to it, the Contracting Party may apply the sanctions listed in (). For the imposition of sanctions, the amounts for the work shall be adjusted, previously, with increases or decreases in the amount of the base contract and deadlines with the appropriate variations, in order to determine if the Contractor was in breach.

The delay shall occur when the actual progress throws amounts of works lesser than those laid down in the last updated PFF and approved by the Contracting Party.

29.2 In the event of delay in any of the quarters, or any of the control points set forth, with regard to the Preventive Funds Flow (PFF) corresponding to the Works Development Schedule (WDS), developed at basic prices of the contract and adjusted with the increases and decreases of the same proposed by the Site Manager and approved by the Contracting Party, the Contracting Party may apply a fine to the Contractor of up to 10% (10 percent) of the difference between the amount of cumulative work that should have been executed and the one actually executed. Such fine shall only apply if the difference mentioned above is higher than 10% of the accumulated amount laid down in the PFF.

For the purposes of calculating the fine, the amount of work actually carried out and the one that should have been carried out shall be updated through the parametric adjustment formulas listed in clause 28. The Contracting Party may deduct such fine from the payments to the Contractor.

29.3 These sanctions shall be applied without prejudice to any other penalties set out in the contract and shall be deducted from the works certificates, the reinforcement of the contract performance bond or any other payment owed to the Contractor, or if nothing is owed, it shall be deemed a debt owed by the Contractor.

29.4 If after the settlement of the fine the expected date of completion is extended, the Contracting Party shall correct the excess payments made by the Contractor for the clearance of fines in the following payment certificate.

The amounts of the fines imposed as a result of non-compliance with the works according to the WDS, shall not be returned even if the WDS is subsequently updated, or the date for completion of the works is extended.

29.5 Failure to comply with any of the obligations assumed by the Contractor may give merit to the implementation of the following sanctions, without limitation, and they may be given in conjunction with other types of sanctions or fines:

- Communication to the National Register of Public Works Companies.
- Communication to the insurance company.
- Warning of the Contractor.
- Implementation of the contract performance bond and its reinforcement.
- Claim for damages.

29.6 In the event of non-compliance on the date of completion of the work envisaged in the Works Development Schedule in force, a penalty of 3‰ (three per mille) of the amount of the work updated parametrically at the time of the breach, without taxes or employee benefits, shall apply. In addition, a fine of US\$ 400 shall apply the first five days for each day of delay; the ten days following, a fine of US\$ 800 for each day of delay and, from then on, US\$ 1200 per day of delay.

30.7 Failure to comply with any of the provisions of the bidding terms not specifying a penalty, shall be liable to a fine of US\$ 400 per day.

30. Contract Performance Bond

30.1 Within 10 (ten) days after the notification of the award of the contract or its extension, the successful bidder shall constitute a guarantee equivalent to 5% (five percent) of the total amount of the contract (section 64 of the

Ordered Text of Accounting and Financial Administration or OTAFA. The General Secretariat shall incorporate a copy of the deposit receipt of the guarantee to the tender dossier.

30.2 The lack of constitution of the contract performance bond in a timely manner, except if it an extension was authorized, shall make the rights of the successful bidder expire, the contracting party rescind the award and execute the bid maintenance guarantee, and reconsider the study of the tender excluding the Bidder awarded in the first instance.

30.3 This guarantee: a) may be executed in the event that the successful bidder does not comply with the contractual obligations or the bankruptcy has been declared; b) shall be returned after the final acceptance of the contract after the deduction of the corresponding amounts due to fines.

30.4 Guarantee Reinforcement On the amounts to be paid on a monthly basis, including the adjustment due to higher costs, a withholding of 2% shall be applied as guarantee reinforcement.

- 1- The return of such deductions shall be made with the total provisional acceptance of the works, for the same quantities or amounts withheld. Such deductions may be replaced by treasury bonds in US dollars, bank guarantee in US dollars, or surety insurance policy in US dollars, all cases in favor of the MTOP.
- 2- The unit or direction of the work that is responsible for the control of the contract execution shall communicate the breach by Contractors, within a period of no more than five calendar days, to be notified to the insurer.

30.5 Guarantees Deposit. For the purposes of the guarantees deposit in the Notary Public Department of the MTOP, for any reason (bid maintenance, contract performance, collection, replacement of the 2%, extensions, etc.), the document shall contain:

- 1) Tender number
- 2) Department that made the call
- 3) Description of the work and corresponding section
- 4) Reason for deposit (contract performance, etc.)
- 5) If it is the replacement of the 2%, it shall be expressed clearly and specifically, to which certificate or situation it applies.
- 6) In the case of extensions, it shall be required to re-establish the number of tender, department which made the call, and section to be extended in a detailed manner.

31. Cost of repairs and subsidiary execution

31.1 The Contractor shall repair, at his own cost, losses or damages suffered by the works or materials that were to be incorporated to them between the works start date and the expiry of the periods of responsibility for defects, when such losses or damages are caused by his own acts or omissions.

31.2 If the Contractor fails or refuses to perform any work indicated by the Contracting Party, the latter shall have the right to perform such work with another Contractor. The Contracting Party shall have the right to recover from the Contractor the cost of the same or deduct it from the monies owed, or that may be owed to it in the future or, otherwise, from the guarantees.

31.3 If the listed works refused by the Contractor are works that he should have performed at his own expense, the Contracting Party shall not certify what has not been executed by the Contractor, without prejudice to the provisions of 33.2.

CONTRACT TERMINATION

32. Completion of the works

32.1 The Contractor shall request the Contracting Party the issuance of the provisional acceptance certificate of the works when the former deems that the works are completed.

33. Provisional acceptance of the works

33.1 If the works were in good condition and in accordance with the terms of the contract, the Site Manager shall propose its interim reception to the Contracting Party who, having no comments to make, shall consider them as provisionally accepted and from the corresponding date, the defects liability period shall be established. When the works are completed before the deadline, the length of the period of liability for defects shall be extended for the same period in which reduced the work term was reduced, and the Contractor shall perform routine maintenance tasks until the date originally set.

33.2 If the works were not carried out in accordance with the Contract, the Site Manager shall state this in writing and shall communicate this to the Contracting Party and the Contractor, carrying out a service order containing the detailed and precise instructions, and a deadline for rectifying the observed defects. Upon the expiration of this period, or earlier if requested by the Contractor, there shall be a new reconnaissance and, if the result is that the Contractor has complied with the orders received, they shall proceed to the provisional acceptance. The deadline agreed by the Site Manager to carry out the repairs does not relieve the Contractor from any of its liabilities and fines that may be incurred for not having finished in due form the works in the time specified in the contract. If the Contractor disagrees with the decision by the Site Manager, the former shall express the foundations of his disagreement within the term of 7 days. If this term elapsed without submitting any claims, it shall be understood that the decisions by the Site Manager were accepted, and further claims shall not be admitted.

33.3 The Contracting Party may carry out partial and provisional acceptances and issue the respective certificates of acceptance by stages. The minimum partial provisional acceptance corresponds to an item included in Annex 9 of the Administrative Terms and Conditions.

33.4 With the signing of the provisional acceptance of the work, the Contractor expressly declares that it has nothing to claim in any way to the Contracting Party or to the Grantor.

34. Final acceptance of the works

34.1 The final acceptance certificate shall be issued by the Contracting Party within days from the lifting of the existing observations recorded in the provisional acceptance record.

34.2 For the final acceptance, the claims that have not been submitted within the same time limit stipulated in clause 35.2 for the provisional acceptance shall not be taken into account.

34.3 With the signing of the final acceptance of the work, the Contractor expressly declares that it has nothing to claim in any way to the Contracting Party. The final acceptance shall be subject to approval by the Contracting Party.

34.4 The Contractor's liability for the vices hidden and apparent, in the terms set out in section 1844 of the Civil Code shall continue to apply to all legal effects.

35. Final plans, reports, and manuals of operation and maintenance

35.1 The Contractor shall provide the final drawings, work specifications, updated operation and maintenance manuals within 14 days from the date of the provisional acceptance of the works. In the event that the documentation referred to above is not provided, a penalty shall apply to the Contractor as indicated in Section () and the works shall not be deemed received until the corresponding delivery is fulfilled.

35.2 The drawings with the modifications to the project shall be prepared by the Contractor and shall be signed by the design engineer of the original design.

At the same time, a digital copy of the BIM models that have been developed shall be provided at each stage, which shall be according to the level of development established for each phase according to the specifications set forth in the PAS 1192-2 standards of the United Kingdom and AIA G202-2013 Building Information Modeling Protocol Form of the United States of America.

DESIGN - Executive Project and Detailed Engineering:

PAS 1192-2 Specifications:

Design: Objects are represented in 3D with the attached specification together with information on the allocation of space for the operation, access, maintenance, installation, and replacement.

AIA G202-2013 protocol:

LOD 400 (Development Level): The element in the model is represented graphically in the model as a system, an object or a specific assembly in terms of size, shape, location, quantity, and orientation with details, manufacture, assembly and installation information

CONSTRUCTION

PAS 1192-2 Specifications:

Construction and commissioning: The generic objects are replaced by objects of the manufacturer, with the essential information re-linked to the replacement objects and the added manufacturer information.

AIA G202-2013 protocol:

LOD 500 (Development Level) - The element in the model is a representation verified in the field in terms of size, shape, location, quantity, and orientation.

36. Contract Early Termination

36.1 The Contracting Party or the Contractor shall be able to process the early termination of the contract if one of the parties incurred in serious breach of the contract.

36.2 The breaches set forth in these terms and conditions shall be considered severe

- a) When the Contractor stops the work for 14 days without the authorization of the Site Manager in circumstances which the Works Development Schedule in force does not provide for such suspension.
- b) When the Contractor files for or is declared in bankruptcy.
- c) If the Contractor fails to update the guarantees required in these bidding terms with 20 days prior to the expiration.
- d) If the Contractor has delayed the completion of the works by 28 days.
- e) The existence of proof that the Contractor has used fraudulent or corrupt practices; by way of example for the purposes of this clause: "Corrupt practice" means offering, giving, receiving, or requesting anything of value in order to influence the actions of an official tied to the procurement process or contract performance;

and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Contracting Party, and it includes collusive practices among Bidders (prior to or after the submission of bids), in order to establish artificial, non-competitive bid prices, thus depriving the Contracting Party of the benefits of a free and open competition.

- f) When there are two consecutive quarters with arrears of more than 10% of the accumulated amount laid down in the PFF.
- g) When fines higher than 10% of the contract were accrued.
- h) When the Contracting Party did not agree to the acceptance of the works, without reasonable cause.

36.3. In the event of early termination of the contract between the parties in the framework of Law No. 18,786 (Central Railway Project), the Contracting Authority may terminate this contract early.

36.4 When the early termination of the contract resulted from a serious breach by the Contractor, without prejudice to the corresponding penalties according to the provisions of the contract, the Contractor shall respond with the contract performance bond and its reinforcement for all damages caused.

36.5 The resolution of early termination of the contract shall provide for the formal notice to pay the guarantees, notification to the insurance company within 5 days and communication to RNEOP.

36.6 If the contract is terminated early, the Contractor shall immediately suspend the work, making the necessary security measures available in the area of the works and leaving the place as soon as is reasonably possible.

36.7 In the event of early termination of the contract, the Contracting Party reserves the right to make a new procurement process.

36.8 If the Contractor dies or becomes legally incapacitated, the Contracting Party may declare the contract terminated early or, if the latter sees fit, he may accept the proposals submitted by the heirs or successors of the former to take over the continuation of the works. In none of these cases, the Contractor or his heirs or beneficiaries shall be entitled to compensation of any kind.

36.9 Without prejudice to the foregoing, the parties may terminate the contract early by mutual agreement.

37. Subsequent payments due to the early termination of the contract

37.1 If the contract is terminated early due to a serious breach by the Contractor, the Contractor shall issue a certificate stating the value of the work performed and materials collected by the Contractor and to be received by the Contracting Party, with a discount of the advances received by the former up to the date of issuance of the certificate and the amount for 20% of the work that had not been executed. If the total amount owed to the Contracting Party exceeds the amount of any payment that should be made to the Contractor, the difference shall constitute a debt in favor of the Contracting Party.

37.2 If the contract is terminated early due to the convenience of the Contracting Party or by a serious breach of the contract by the Contracting Party, the Site Manager shall issue a certificate for the value of the work performed, the materials collected by the Contractor and to be received by the Contracting Party, the reasonable cost of the removal of the equipment, the repatriation of the Contractor's personnel exclusively occupied in the works and the costs unchanged in which the Contractor would have incurred for the purposes of the safety and security of the works, with the discount of the advances received up to the date of issuance of the certificate.

38. Ownership of the goods

38.1 All materials in the area of the works, the plant, the equipment or the provisional works, shall be considered to be contracting party's property if the Contractor fails to update the guarantees required in these terms and conditions.

39. Release from obligation by contract frustration

39.1 If the contract cannot be terminated by any event completely beyond the control of the Contracting party or the Contractor, the Contracting Party shall certify the incapacity to perform the contract for reasons of force majeure. In such case, the Contractor shall have the required safety measures in the area of the works and discontinue work as

soon as possible after receiving this certificate. In addition, the Contracting Party shall pay the Contractor for the work performed prior to the receipt of the certificate.

VI. ADDITIONAL CONDITIONS OF THE CONTRACT

40. Assignments

40.1 The assignment of receivables shall not be permitted until there is no express resolution of the Contracting Party where the following is stated:

- a) Notification;
- b) Reserve of the right to raise against the assignee all the exceptions that have been against the assignor, even the purely personal ones and,
- c) The existence and recovery of claims shall depend on and be effective to the extent that they are payable according to the contract, by execution of the contracted services, and up to the maximum that the Contractor would have been able to receive.

41. Mobilization, environmental recovery, and work signaling

41.1 Mobilization

The item 1 called "mobilization" shall be payable as mobilization or deployment of the work whose amount, taxes and employee benefits, may not exceed 5% or less than 3% of the total amount of the contract without taxes or employee benefits.

The amount retained shall be paid as follows:

- a) 50% when the Contractor has completed their camps, taking 60% of the total number of equipment and staff to perform the work to the site, having complied with the required supplies. It is clarified that the plants used for the production of asphalt mixes and concrete, as appropriate, shall be deemed to be installed in the place of the work, located at a distance of less than 20 (twenty) kilometers from either end of the work. The camps, workshops, offices or deposits of the site itself and of any other type of facility where there is permanent human activity, shall be at a distance of no less than five hundred (500) meters from the plants for the production of materials. Otherwise, control measures shall be adopted for the emissions that are detrimental to the development of activities in the places indicated, which shall be pre-approved by the Site Management.
- b) The remaining 50% when the work has been performed within a value of 20% of the total amount of the contract.

41.2 Environmental Recovery

Together with the Minutes of reconsideration, the Contractor shall submit for approval to the Site Management and the Contracting Authority, the environmental management plan and a contingency plan, which shall include, at least, the measures to be applied to prevent the occurrence of spills, fires and accidents, as well as the responsibilities and forms of action in the event that they occurred, including the actions required to minimize the environmental damage, a list of key contacts (fire department, service for cleaning up spills, etc.), and the plans for internal and external communication. The Contractor shall train its staff for the implementation of the measures provided for in the plan, whether it is permanent staff to hired staff, submitting to the Site Management and to the Contracting Party the record of having carried out such training, including the payroll of the trained staff. The Contractor shall submit for approval to the Site Management and to the Contracting Party, a study and work safety plan, prior to their implementation, including in the quarterly reports, the list of environmental accidents that occurred in the period following the accident

assessment and the effectiveness of the training provided to the staff for the implementation of the measures provided for in the plan.

The Contractor shall be prepared to carry out simulations of response as stipulated in his contingency plan if required. The Contractor shall provide the Contractor with the reports of the internal and/or external audits of its Environmental Management System. Failure to submit such documentation shall generate a non-conformity and enable the Contracting Party to undertake the corresponding audit, leaving the Contractor subject to the responsibility of the lifting of the non-conformities that may arise thereof.

41.3 Work Signaling

These jobs shall be listed under the heading "signaling" (unit "global"), the amount of taxes and employee benefits may not be less than 0.5% of the contract amount without taxes or employee benefits.

If this item is not quoted or is quoted below 0.5%, the bid shall be rejected.

42. Review of the work before covering it

42.1 No part of the work shall be covered or become invisible without the approval of the Site Manager, and the Contractor shall provide all facilities to the Site Manager to examine and measure all the work to be covered or be invisible as well as to inspect foundations before starting the permanent jobs. The Contractor shall pass this notice to the Site Manager, with due notice, provided that such works are or shall be ready for review, and the Site Manager shall appear in order to examine and measure the work unless this is not deemed necessary and inform the Contractor in writing.

43. Maintenance of traffic and signaling

43.1 The Contractor is obliged to facilitate the traffic through the route in conditions of total normality, by removing the causes that can result in discomfort, inconvenience or danger to users. In addition, the traffic may be restricted when strictly necessary, for reasons of safety or urgent repairs. When this happens, the Contractor shall install on the affected area, the whole of signaling devices of the works required by the relevant standard, being responsible both for their placement and maintenance in proper operation.

The designs, formats, sizes, number and arrangement of the signals or other works signs to be used shall comply fully with the requirements of the Uruguayan Standard of works signaling.

43.2 Vehicles Traffic

The Contractor may not, in any event, interrupt the free traffic of vehicles, and when the entire road is to be used for the implementation of the work, the Contractor shall build or enable temporary side roads, or divert the traffic through auxiliary roads. If possible, work shall be done by affecting only half the road, directing traffic to the road enabled for traffic.

It is the obligation of the Contractor to clearly signal the entire route of the detours and auxiliary roads, ensuring their effectiveness through all the necessary warnings to orient and guide the traffic, during both day and night, for which light signals with suitable characteristics shall be necessary.

To such effects, to the traffic of the area of the strip road and/or other existing roads improvements may be enabled whose schedule shall be approved in advance by the Site Management. In all cases, the Contractor shall be responsible for ensuring that the auxiliary roads are in proper conditions of traffic and that the circulation through them is carried out at a reasonable speed and without risk or inconvenience to users.

43.3 Persons Transit

The Contractor shall perform the work seeking to avoid inconvenience to the people passing close to the work. The signs and elements of security to be placed shall be designed and installed in such a way as to effectively protect pedestrians, cyclists or any other user of the environment of the route, from the dangers generated by the work, preventing their passage through the area in which the danger is located.

The Contractor shall make available clearly marked and signposted detours for pedestrians to cross through the area of works, avoiding cuts, dangerous obstacles or unfinished constructive stages, enabling them to overcome the obstacle in a safe and comfortable manner at all times.

43.4 Work Area Signaling

The Contractor shall be responsible for the supply and placement of the devices that are necessary to ensure security in the works area, in accordance with the Uruguayan Standard of Works Signaling and with the guidance by the Site Manager. The Contractor is also obliged to take the same precautions when there are obstacles that limit the normal circulation on the road.

The work signaling shall be designed to provide security for the transit of people and vehicles traveling in the area, as well as for the staff working on site.

43.5 Responsibilities

The Contractor shall have no right to compensation or claims whatsoever from the Contracting Party in respect of damages for the harm caused by the public transit passing through the work.

The Contracting Party is exempted from any liability in case of accidents arising from deficiencies in the detours, work or detours signaling, elements of safety and protection, etc.

The Contractor shall not perform any work on the pavement and/or shoulders when the visibility is restricted less than 400 meters away, either by smoke, fog or any other atmospheric phenomenon.

44. Road traffic

44.1 The traffic and/or transport of machinery, equipment, materials or any other, in roads and bridges, by virtue of the execution of the tendered contract, shall be subject to the provisions of Law No. 18,191 and the National Road Traffic Regulation, (Decree No. 118/984 and related and amending acts).

45. Working conditions

45.1 The Contractor shall resolve by itself everything required for the employment of labor, transport, accommodation, food, water, clothing and payment of salaries in accordance with the wage awards established by the Wage Councils, in accordance with the rules in force.

45.2 The company personnel shall provide its services with the proper uniform, perfectly identifiable, and endowed with the security elements legally required.

45.3 The Contractor shall hire for the execution of the manual works such as practical tasks, unskilled laborers or similar, in accordance with Law No. 18,516 dated June 26, 2009, and Law No. 17,897 dated September 14, 2005.

45.4 The Contracting Party may require from the Contractor the documentation that proves the payment of salaries and other emerging areas of the employment relationship as well as the precautions to justify keeping the payment of the policy against accidents at work and social security contributions up to date, as a condition for payment for the services rendered. The Contractor assumes the obligation to communicate to the Contracting Party, in case of being required to do so, the personal data of the workers affected in the provision of the service for the purpose of carrying out the corresponding controls.

If the Contracting Party or the Site Manager consider that the Contractor has incurred in a violation of the rules, arbitration awards or collective agreements in force, they shall report this to the General Inspectorate of Labor and Social Security for the purposes of inspections. If such extremes were proven, the Contractor shall be sanctioned in accordance with section 289 of Law No. 15,903 on the wording given by section 412 of Law No. 16,736, without prejudice to any other sanctions that may be applied according to the procurement. Without prejudice to any complaints that may apply, the Contractor shall be responsible for the obligations arising out of Law No. 19,196.

45.5 The Contracting Party may withhold from the payments due to the Contractor, the work credits to which the workers of the hired company are entitled.

45.6 The inspection of the work shall be performed in a regime of 48 hours a week from Monday through Saturday. If an increase of the working day is necessary, all expenditures relating to the additional hours, particularly those relating to the Comptroller, shall be borne by the Contractor. The Site Management shall determine if they are in a position to meet the inspection in those additional hours, and /or the under which conditions it can be done.

46. Supply of materials

46.1 The supply of all materials required for the work, including the eventual rights of way, baring of the quarry, freights, etc., as well as the asphalt material, shall be charged to the Contractor.

46.2 Bidders shall indicate in their proposals which shall be expected sources of supply of material for aggregates to be used in granular bases and surface treatments.

The acceptance of bids shall not imply the acceptance of these supply sources by the contracting party while forcing the Contractor to employ such materials or other that, in accordance with the specifications, exceed or equal in quality those indicated in the bid.

47. Employee Benefits

47.1 The contributions to the Social Security Office shall be borne by the Contracting Party. Such payments shall be made up to the limit point indicated by the Bidder in its proposal. After the limit has been exceeded, the following payments shall be provided by the MTOP by retaining the amount corresponding to the respective certificate of the Contractor. For the purposes of the award and for the study and comparison of the proposals, the contributions calculated by the Bidder and stated in the bid shall be taken into account. For this, bidders shall declare the amount of taxable labor for each item and the total sum. The settlement for the purpose of paying the Social Security Office (Spanish acronym: BPS) shall take place on a monthly basis according to the amount declared In the staff form submitted by the Bidder.

The MTOP shall not recognize as amounts to be paid to the BPS all those forms not signed and sealed by the General Directorate of Works. The Contractor shall have a maximum period of 3 working days after the expiration date set by the BPS on a monthly basis, to submit the forms of the works. These forms shall be sealed by the BPS and submitted in the Financial/Accounting Area of the MTOP within the prescribed period. If this is not performed in a timely manner, the fines amounts shall be borne by the Contractor, together with the surcharges set by the BPS which shall be deducted from the subsequent settlements. In case of not having submitted the monthly forms for some of the works, the Financial/Accounting Area of the MTOP shall be notified in writing.