



Brazilian Naval Commission in Washington

5130 MacArthur Blvd., NW Washington, D.C. 20016-3316
Tel.: (202) 244-3950

Contract No. 70200/18-11/00

**Contract signed between the
Brazilian Naval Commission in
Washington and J & R General
Maintenance Corp., for
Remodeling of Bathrooms.**

This Contract was signed on this 26 days of November, 2018, at the offices of the Brazilian Naval Commission in Washington, between the Brazilian Naval Commission in Washington, represented by Captain Décio Maia de Sales, president, holder of the United States Department of State PID N° 500-9749-50, and J & R General Maintenance Corp., represented by José Pereira, owner, holder of ID No. P-660.440.108.374-MD, with offices at mailing address 5128 Russett Road, Rockville, MD 20853

WHEREAS this Contract was preceded by the Invitation for Sealed Bid (IFSB) N° 08/2018, and fulfilled all legal requirements.

NOW THEREFORE, in consideration of the foregoing, the execution of this agreement by each of the parties hereto, and the full and faithful performance of the covenants and warranties contained herein, the parties have agreed as follows:

Clause 1 – Object of the Contract

The Object of this is the Remodeling of Bathrooms at BNC building, located at 5130 MacArthur Blvd, NW, Washington, DC 20016.

1.1 The following documents shall form an integral part of this Contract:

- Annex A - Object Specifications
- Annex A1 - Bathroom Side 1
- Annex A2 - Bathroom Side 2
- Annex A3 - Bathroom Side 3
- Annex B - Contractor's Price Proposal

- 1.2 This contract and the project (Object) will be supervised by the Project Coordinator, CDR Eduardo Rabello, whom will be available to discuss any issue that might arise during the performance of this contract. He can also be found at (202) 2443950, ext. 120, and eduardo.rabello@marinha.mil.br.
- 1.3 **Service Delivery Deadline:** The conclusion of the construction must be within 30 days.

Clause 2 – Performance of the Services

- 2.1 J & R General Maintenance Corp. should coordinate the transit in and out of the building with the BNC's Project Coordinator for service execution. J & R General Maintenance Corp. will schedule a meeting with the Project Coordinator prior the beginning of the renovation for arrangements.
- 2.2 J & R General Maintenance Corp. must be fully equipped for the labor. BNC will hold no responsibility for supplying any tools, equipment or transportation for the fulfilling of the service.
- 2.3 J & R General Maintenance Corp. must comply with laws, rules and regulations of the District of Columbia. The service and the material to be used for fulfilling this contract must also be under the District of Columbia regulations.
- 2.4 **Object Specification** – installation of 4 individual shower boxes, as shown in Annex A.
- 2.5 **Work Conduct**
- a) Coordinate the workflow with the building routine with the Project Coordinator.
 - b) Respect the manufacturer's instructions and applicable codes and standards of each material that will be used in the service.
 - c) Maintain the service area in safe conditions.
 - d) Clean up the construction site daily and remove the work debris. Transport and dispose the demolished material to a licensed landfill facility. Any disposal fees will be on Contractor's expenses.
 - e) The entire working site must be left clean by J & R General Maintenance Corp., after the service conclusion.
- 2.6 **Work Damages:** Any damage to the building or to existing utilities, equipment or finished surfaces resulting from the performance of the service in this contract should be repaired to BNC's satisfaction at the J & R General Maintenance Corp.s expense.
- 2.7 **Subcontractors:** J & R General Maintenance Corp. is responsible for the supervision of its subcontractors, and it will be liable for any damage or accidental occurrence provoked or suffered by subcontractors.
- 2.8 **Final Inspection:** at the conclusion of the service, J & R General Maintenance Corp. must walk through the premises with the BNC project coordinator to inspect, and to test

the operation of the facilities. If any discrepancy is found, J & R General Maintenance Corp. will be responsible to promptly make the adjustments with no extra cost to the BNC.

Clause 3 - Price

The total price of the services under this Contract is USD 23,950.00, according specified in the Bid 08/2018 and in J & R General Maintenance Corp. price proposal (Annex B).

Clause 4 – Terms of Payment

According to this clause, this Contract shall be invoiced and paid in three events.

Event 1 – US\$8,000.00 – after the signing of the contract.

Event 2 – US\$8,000.00 after 50% of the execution of the service, as verified by the project coordinator.

Event 3 – US\$7,950.00 at the end of the construction and after the project coordinator approval of the service.

Clause 5 – Insurance

During the term of this Contract, the Contractor will carry and maintain, in full force and effect, its own General Liability Insurance, Automobile Liability Insurance and Workers Compensation Insurance.

Clause 6 – Disputes

- 9.1 The parties will make good faith efforts to resolve any dispute concerning this contract prior to commencing any litigation.
- 9.2 The Laws of District of Columbia will govern all right, duties and obligations arising from or relating to this contract.

Clause 7 - Termination

BNC may terminate this Contract by written notice addressed to service provider, if:

- a) Service provider fails to comply with any contractual obligation and does not take measures to remedy such default within reasonable time from the receipt of BNC's written notice requesting him to do so.

- b) Service provider fails to make satisfactory progress in the exclusive judgment of the Brazilian Naval Commission.
- c) Brazilian Naval Commission may terminate this contract without cause and, in this case, will promptly pay service provider for the services performed through the effective date of termination.

Clause 8 – Effective Date

- 8.1 This Contract will come into force upon signature by both parties.
- 8.2 The term of this contract is one (1) year, starting on November 16, 2018, and expiring on November 16, 2019 or until the conclusion the service and the approval of the service by BNC.

Clause 9 - Copies

This Contract is made in two originals: one for J & R General Maintenance Corp. and one for the Brazilian Naval Commission in Washington.

And, it is hereby agreed that both parties have accepted the provisions of this Contract, which was read and agreed with and signed by Captain Décio Maia de Sales, president of the Brazilian Naval Commission in Washington, D.C, and Mr. José Pereira, owner of J & R General Maintenance Corp., and witnessed by CDR Eduardo Saleh Rabello Moreira and LCDR Ana Cristina Rodrigues Brites Garcia, BNC representatives.

Washington, D.C, November 26, 2018

 Décio Maia de Sales
 Captain, Brazilian Navy
 President

 José Pereira
 J & R General Maintenance Corp.
 Owner

Witnesses:

 Eduardo Saleh Rabello Moreira
 CDR, Brazilian Navy
 Head of Material & General Services Division

 Ana Cristina Rodrigues Brites Garcia
 LCDR, Brazilian Navy
 Head of Contracts Division