



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /
MITIGATION (CDBG-MIT)**

**AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES
FOR THE
COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS-COMMUNITY
INSTALLATIONS SUBPROGRAM (CEWRI-CI)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TETRA TECH, INC.**



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This **AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY ENERGY AND WATER RESILIENCE INSTALLATIONS-COMMUNITY INSTALLATIONS SUBPROGRAM (CEWRI-CI) (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this 21 of June _____, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **TETRA TECH, INC. (CONTRACTOR)**, with principal offices in 2301 Lucien Way, Suite 120, Maitland, Florida, herein represented by Jonathan Burgiel, in his capacity as Business Unit President, of legal age, married, and resident of Orlando, Florida, duly authorized by Resolution by the CONTRACTOR.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (**HUD**) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, Public Law 115-123 requires HUD to allocate \$2 billion of CDBG-DR funds for the U.S. Virgin Islands and Puerto Rico to provide enhanced or improved electrical power systems in response to Hurricane María. First and Second Amendments to Grant Agreement between HUD and the Government of Puerto Rico prohibited the use of CDBG-DR funds for activities to enhance or improve electric power systems until after HUD published the Federal Register notice governing the use of these \$2 billion.

WHEREAS, on June 22, 2021, HUD published Federal Register Vol. 86, No. 117 (June 22, 2021), 86 FR 32681, which governs the use of the \$2 billion CDBG-DR allocation for enhanced or improved electrical power systems in Puerto Rico and the U.S. Virgin Islands. Of those \$2 billion, \$1,932,347,000 was allocated to Puerto Rico to enhance the Puerto Rico electrical power system.

WHEREAS, based on this assessment, HUD notified Puerto Rico via 86 FR 32681 that for this allocation, all areas of the Island are considered most impacted and distressed.

WHEREAS, PRDOH is the grantee for the CDBG-DR and CDBG-MIT funds; as such, it serves as the entity responsible for administering the funds in compliance with applicable regulations and timeframes.

WHEREAS, PRDOH is interested in contracting a program management firm to assist PRDOH with the implementation and administration of the Community Energy and Water Resilience Installations-Community Installations Subprogram (**CEWRI-CI**). This firm will

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support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD, and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on July 15, 2022, the PRDOH issued Request for Proposal No. CDBG-DRMIT-RFP-2022-08 with CDBG-DR/MIT funds. This request was placed through the Registro Único de Subasta (**RUS**, for its Spanish acronym) and the CDBG-DR website. Afterward, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach eight (8) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on September 2, 2022, the CONTRACTOR submitted a proposal (hereinafter referred to as the "**Proposal**"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated April 20, 2023, authorizing the CONTRACTOR, via its Business Unit President, Jonathan Burgiel, to enter into the Agreement with the PRDOH.

WHEREAS, the PRDOH desires to enter into an agreement with **TETRA TECH, INC.** to secure its services and accepts the CONTRACTOR's Proposal and reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment C**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A	Proposal
Attachment B	Scope of Services
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

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II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on June, 21, 2026.
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for two additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty-five (365) days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software, and supplies necessary to perform the Services, at the CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **SEVEN MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED NINETY DOLLARS (\$7,482,690.00)**; Account Number MITM11CEWDOHCILM / MITM11CEWDOHCIUN 6090-01-000.
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return

it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.

- G.** An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H.** While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I.** CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J.** The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K.** In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A.** With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports,

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papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

- B.** Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. **Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. **Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. **Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill

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ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, to:
1. repair or replace Deliverables that do not meet specifications;
 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. pay liquidated damages for any past due Deliverable; and
 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without

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prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

D. Unilateral Termination: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

E. Suspension: The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. Immediate Termination: In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

G. Period of Transition: Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **ONE HUNDRED FIFTY DOLLARS (\$150.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment B** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XV. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates

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evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **FIVE THOUSAND DOLLARS (\$5,000.00) for every day of non-compliance.**

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days'** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

XVIII. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR's objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

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XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XX. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Jonathan Burgiel
Business Unit President
Tetra Tech, Inc.
2301 Lucien Way, Suite 120,
Maitland, FL 32751

XXI. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

B. Specific Requirements: All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

C. Monitoring: CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

E. Notification: CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) business days** of its execution.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance

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with all the requirements described in **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Executive Order No. 24:** Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.
- D. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- E. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its

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compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

F. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

I. Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

J. Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree

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of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

L. Ethics. CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

M. Non-Conviction. The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

N. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

O. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all money received under this Agreement.

P. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be

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considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in

Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Department of Natural and Environmental Resources, Municipality of Barceloneta, Municipality of Corozal, and Municipality of Moca. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XXVIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan."

For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

XXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

XXX. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXXI. SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

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C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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XXXII.BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

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- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

XXXIII.EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C.** When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.** The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXXIV.SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (**EPA**)- designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.

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2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXV. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees are convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXVI.SUSPENSION AND DEBARMENT

- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation.

Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXXIX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

XL. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XLI. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements, and/or understandings of any kind. This Agreement may be amended only by a written document signed by both PRDOH and the CONTRACTOR.

XLII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLIII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XLIV. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

XLV. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLVI. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (Attachment F), the Scope of Work (Attachment B), the Compensation Schedule (Attachment C), and lastly, the CONTRACTOR's proposal (Attachment A).

XLVII. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses

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that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

XLIX. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

L. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR/MIT Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

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II. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LII. OVERPAYMENT

The CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

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LIII. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

LIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30) calendar days** of execution by the other party, this Agreement shall be null and void.

LV.SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

**[PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

TETRA TECH, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 21, 2023 09:48 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Jonathan Burgiel
Jonathan Burgiel (Jun 20, 2023 09:22 EDT)

Jonathan Burgiel
Business Unit President

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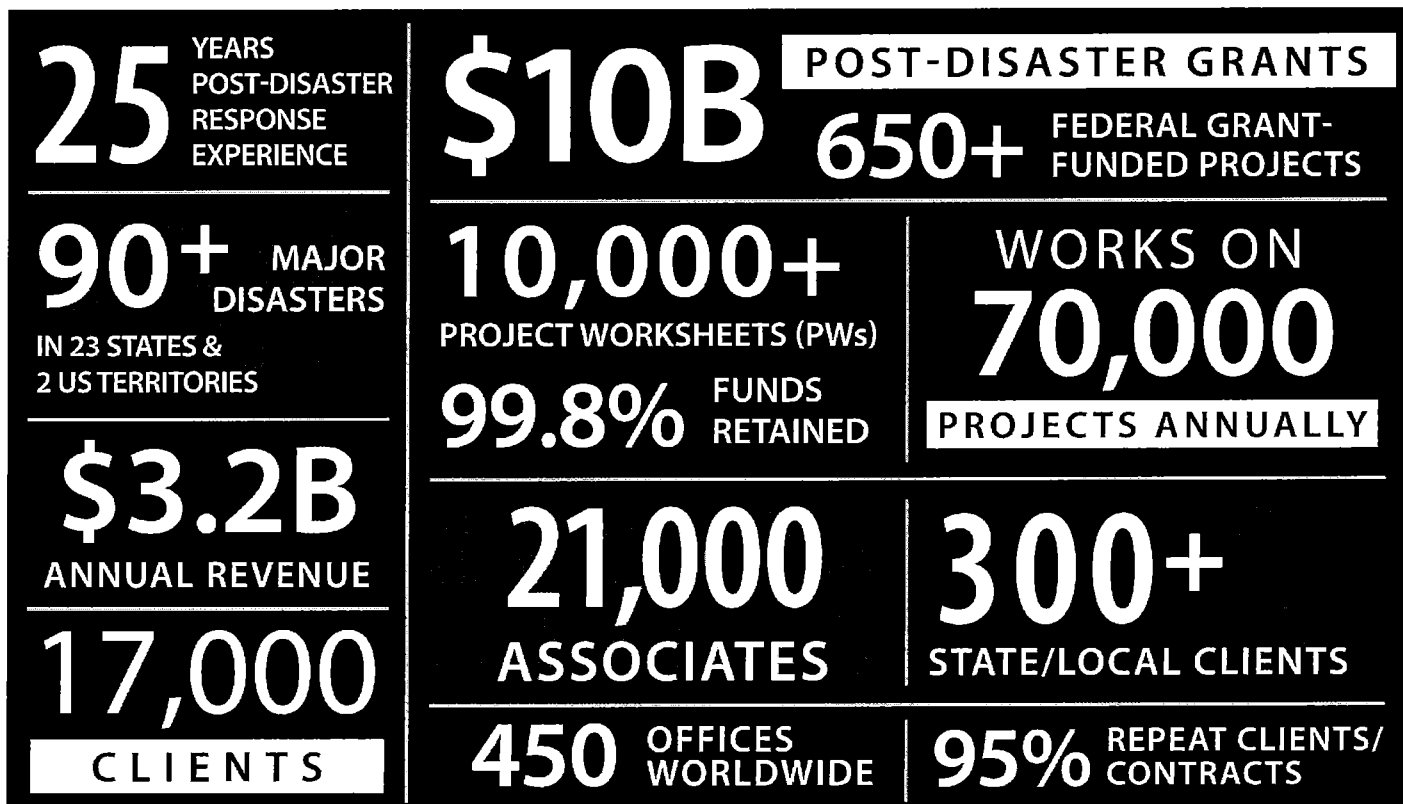
Company Profile

Tetra Tech has assembled a robust team representing decades of grant management, energy and water systems, infrastructure, economic development, disaster resiliency, and all-hazards mitigation expertise as well as extensive hands-on experience in the field. Our team includes skilled grant managers, preparedness planners, infrastructure and electric grid specialists, cost estimators, engineers, and environmental professionals who possess hands-on experience in recent disasters and emergencies as well as mitigation, preparedness, response, and recovery programs.

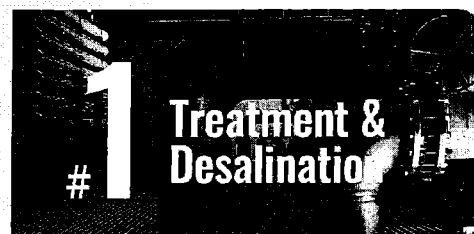
Founded in 1966, Tetra Tech, Inc. (Tetra Tech) is an environmental, engineering, and technical services firm whose 20,000 employees create innovative solutions to complex problems focused on water, the environment, energy, infrastructure, and natural resources. Tetra Tech became a publicly-traded company (NASDAQ-TTEK) in 1991 and now generates annual revenues of more than \$3.1 billion. Each year, **Tetra Tech earns top rankings from the industry trade journal Engineering News Records and has been ranked #1 for the 19th year in a row.**

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Tetra Tech *ENR* Rankings



WATER

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1 Water

1 Treatment & Desalination

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2 Sewer & Waste

5 International Water

6 Sanitary & Storm Sewers

8 Wastewater Treatment Plants

ENERGY

1 Hydro Plants

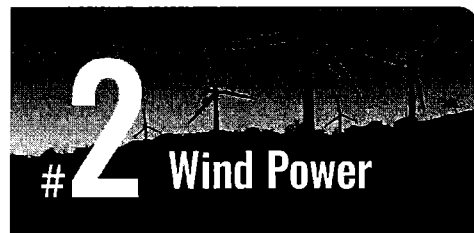
2 Wind Power

7 Nuclear Plants

8 Solar Power

11 Power

14 Transmission & Distribution



ENVIRONMENT

1 Environmental Management

2 Consulting/Studies

2 Environmental Science

2 Site Assessment & Compliance

2 Solid Waste

4 Chemical & Soil Remediation

4 Clean Air Compliance

5 Hazardous Waste

DESIGN

2 Dams & Reservoirs

2 Pure Designers

4 Marine & Port Facilities

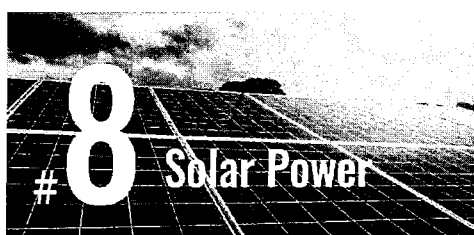
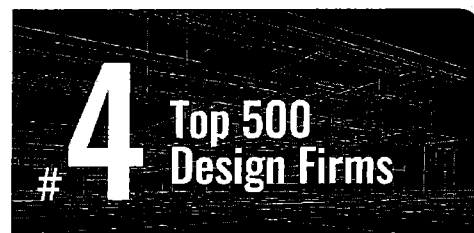
5 Aerospace

5 Federal Clients

6 Government Offices

6 Private Clients

7 Pipelines



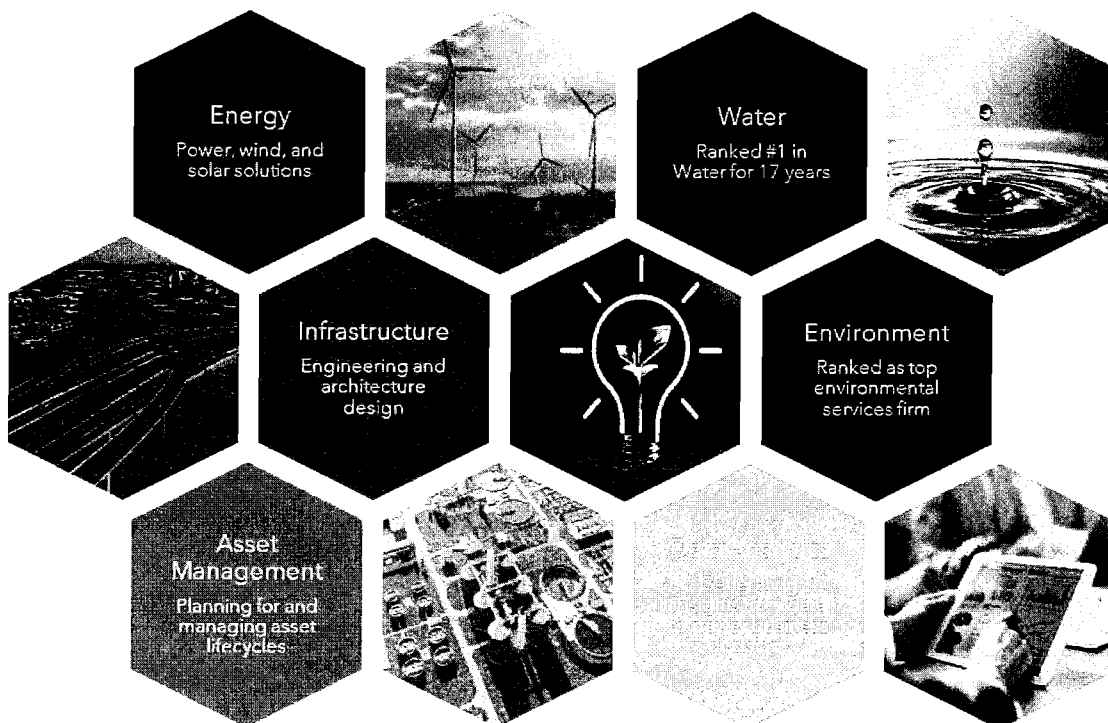
Brief History

Tetra Tech was founded as a civil engineering firm and has been based in Pasadena, California since 1966. Its select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During the 1980s, Tetra Tech met the expanding need for environmental remediation. The firm completed highly visible projects on behalf of U.S. federal agencies, which launched the company to its place among the leading environmental and engineering firms in the United States. In December 1991, Tetra Tech became a publicly-traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. **Today, Tetra Tech is a global leader in providing technical services in disaster recovery and program management.**

Tetra Tech's Disaster Recovery Division (TDR) was established to help state and local governments plan for and recover from natural and human-caused disasters. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services. Tetra Tech has been the preferred disaster recovery partner for more than 300 local and state governments across the United States.

Scale and Breadth of Services

With a variety of disciplines available across the broader Tetra Tech organization, including oversight of large-scale grant programs, disaster recovery, engineering, infrastructure, and more, PRDOH gains access to a wide array of expertise for the support it may need in the administration of the programs. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on groundbreaking projects worldwide.



Tetra Tech has served Puerto Rico since 1998.

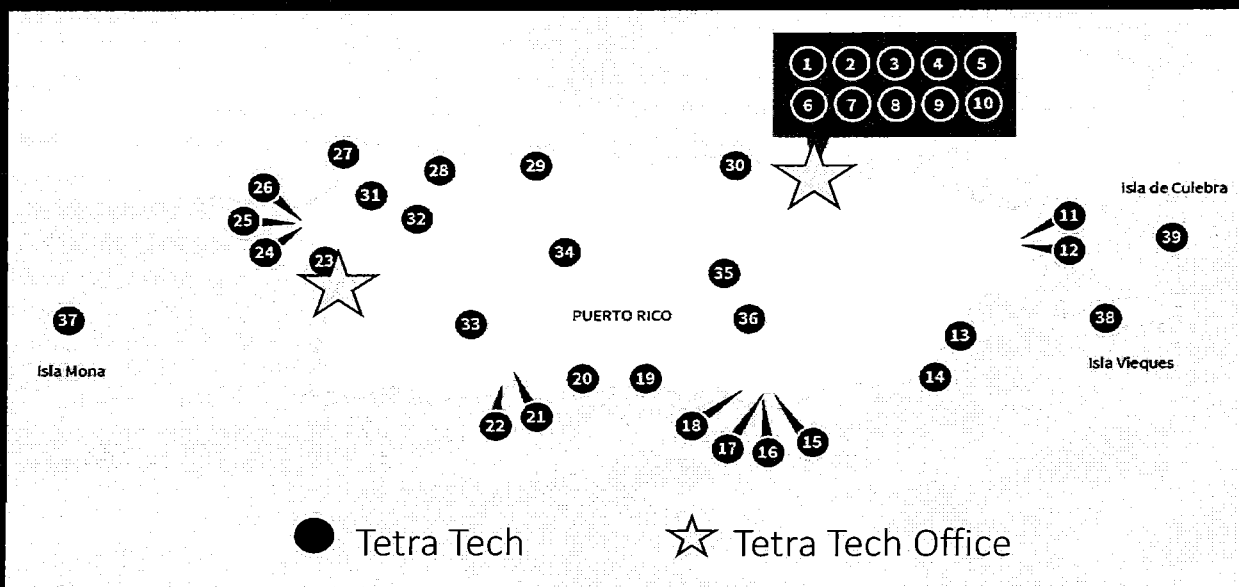
We are proud to have an active presence in Puerto Rico. Since 1998, Tetra Tech has had staff on-island providing environmental, engineering, and consulting services for projects on behalf of the federal government, the Commonwealth, municipal governments, and private industry. Since 2009, Tetra Tech has been preselected to be a Puerto Rico Public-Private Partnership (PRPPP) local firm.

2 Offices on Island

150+ Employees in Puerto Rico

27 Municipalities served

We have projects in more than 20 municipalities for clients including PRDOH, PREPA, PRDNER, PRASA, PR Environmental Quality Board, PR Air and Army National Guard, and more.



Financial Stability

Tetra Tech is a strong company with annual operating revenue exceeding \$3 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with **no financial risk to our clients**. Our team is capable of supporting PRDOH regardless of funding flows during large disasters.

Tetra Tech's Exceptional Stability

Our record of performance reflects a well-managed, growing, successful, financially sound, and resourceful company. We have proven this in the management of more than \$10 billion in federal funding across our more than 650 activations in response to 90 declared disasters.

In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a steady and diverse contract and client base, and provide high-quality, cost-effective services. To date, we have not experienced any significant deterioration in our financial condition or liquidity due to the COVID-19 pandemic, and our credit facilities remain available. This includes a \$449 million line of credit with an option for an additional \$300 million, totaling \$749 million in borrowings at our disposal. At the end of February 2022, our current assets are \$1.1 billion, of which \$669 million are comprised of accounts receivable, net of reserves. Tetra Tech has \$166.6 million of available cash and cash equivalents as reported on our most recent balance sheet.

Tetra Tech currently boasts annual revenues of more than \$3 billion and employs 21,000 personnel in 450 offices worldwide. Tetra Tech's 2021 Annual Report detailing all of our services and financial disclosures is available electronically on our website. With a currently booked backlog of more than \$3.25 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.

Tetra Tech has \$1 billion of liquidity available.

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

Secure Operations Regardless of Funding Flows

We respect PRDOH's careful consideration of proposer operating reserves, financing, and financial security as it relates to contractual obligations. Having supported several previous projects of similar scope and scale, Tetra Tech understands the detrimental impact that delays or interruptions to operations can have on recovering communities.

We have carefully analyzed the scope of work to understand the magnitude of this operation and are firmly committed to meeting contractual obligations for financial demands, including timely payments to subcontractors, prompt payment of staff, and logistical sustainment of field operations.

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Prompt Payment of Staff

Tetra Tech guarantees that our staff will be paid on time. We ensure employees understand when and how they are paid by providing a clear payroll schedule. This schedule is readily available through Tetra Tech's consolidated SharePoint site and details the pay date for each pay period. We will maintain this schedule for all staff working on this project, regardless of funding flows.



Sustainment of Operations

We guarantee that our operations will be sustained with equipment, supplies, and logistical support. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice. We understand the critical nature of asset management and logistics to support operations at this scale and have completed financial pre-planning for the required equipment, supplies, and logistic support.

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Tetra Tech maintains a warehouse with over 120 fully stocked bays of field supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We have the supplies on hand to support an operation of this scale, including more than 400 laptops, 90 mobile wireless hotspots, 70 high-speed scanners, and thousands of hard hats, reflective vests, hearing protection devices, and eye protection units. Combined with our on-hand inventory and the ability to rapidly procure additional equipment through preferred vendor relationships, PRDOH can rely on our mobilization strategy for rapid program ramp-up. **We are not seeking, searching, and waiting for payments to purchase. We are on the ground and ready to immediately mobilize with appropriate equipment and support.**

PRDOH gains the stability and resources of a \$3 billion company.

\$304 million

Available cash as of
February 2022

\$749 million

Borrowings at our
disposal

\$1 billion

Total liquidity
available

“

Tetra Tech is grateful for the opportunity to expand upon our partnership with PRDOH. We are supportive of this proposal from the highest levels of our organization. With nearly \$1 billion of liquidity available and proven capacity to support Puerto Rico's recovery throughout multiple prior engagements, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**



– Steven Burdick,
Chief Financial Officer

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Previous Experience Providing Oversight Management Services

Tetra Tech is a national leader in the field of pre- and post-disaster recovery oversight and management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Our team offers a deep understanding of the U.S. Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to craft action plans, determine project eligibility, provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Tetra Tech has been activated for more than 90 disasters, including:



Disaster Management Experience

Our 90+ activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received**. We work with state and local governments to navigate federally-funded programs and are committed to advocating for and providing the best service to our clients. We have helped hundreds of clients administer the following grant programs:

- HUD CDBG-DR
- HUD CDBG-MIT
- HUD CDBG-CV
- U.S. Treasury Emergency Rental Assistance (ERA)
- Coronavirus Relief Fund (CRF)
- Coronavirus Aid, Relief, and Economic Security (CARES) Act
- American Rescue Plan Act (ARPA)
- FEMA PA Program
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program (FMA)
- Pre-Disaster Mitigation (PDM)
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

Across these grant programs, our areas of support have included:

- CDBG-DR/MIT Action Plan Development
- Infrastructure Program Management
- Housing Program Management
- Voluntary and Involuntary Housing Buyouts
- Construction Management
- Hazard Mitigation Planning
- Floodplain Management
- National Flood Insurance Program (NFIP) Compliance
- Preliminary Damage Requests
- Site Visits/Inspections
- Project Scoping
- Multi-sector Program Management
- Underwriting Reviews
- Case Management
- Call Center Services
- Project Cost Estimation & Documentation
- Architecture and Civil Engineering
- Geotechnical and Structural Engineering
- Mechanical/Electrical/Plumbing
- Water/Wastewater Design/Build
- Project Cost Reconciliation
- Funding Disbursement
- Grant Closeout

We leverage our industry-leading operating procedures, talented and specialized staff, and community relationships to help our clients administer compliant and effective federally funded programs. **We have supported our clients through the reimbursement of more than \$10 billion in federal funds, including HUD, FEMA, FHWA, and other federally-funded grant programs.**

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Focus On HUD Programs

Experience Summary

Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients. We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with **long-term sustainability, risk reduction and elimination, and community safety and resiliency** in mind.

Recent Sample Projects

Year	Client	Program	Preliminary Damage Request	Applicant Briefing/Kickoff	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	Action Plan Development	Environmental Reviews	Project Cost Reconciliation	Interim Inspections	Funding Disbursement
2020	U.S. Virgin Islands	CDBG-MIT				■		■				
2020	Lexington County, SC	CDBG-MIT	■	■	■	■	■	■		■	■	■
2019	Harris County, TX	CDBG-DR, CDBG-MIT			■	■			■	■	■	■
2019	Commonwealth of Puerto Rico	CDBG-DR	■	■	■	■	■		■	■	■	■
2018	State of Florida DEO	CDBG-DR			■				■		■	
2017	State of Louisiana OCD	CDBG-DR			■				■		■	
2016	St. John's County, FL	CDBG-DR		■	■	■	■			■	■	■
2015	Richland County, SC	CDBG-DR	■	■	■	■	■	■	■	■	■	■
2015	City of Houston, TX	CDBG-DR			■	■		■				
2013	NY/NJ DEP	CDBG-DR			■		■		■		■	

HUD Focus Areas



Action Plan Alignment

Annual action plans guide the actions and activities to be carried out each year to address each jurisdiction's priority needs and goals. In addition to carefully aligning our project activities with these stated goals, we have also helped multiple State-level clients develop their action plans.



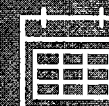
Whole Community Recovery

HUD provides flexible funding to help communities recover. Tetra Tech engages local partners with deep roots in the communities we serve to help expand the impact of programming with equitable access for disproportionately impacted communities.



Hyperlocal Focus

We have helped our clients administer HUD programming at the State and local level. In all activities, we focus on engaging local partners, building local capacity, and returning positive impact to the community through both program activities and project outputs.



Long-term Solutions

Tetra Tech helps its partners design and deliver solutions that last. From resilient infrastructure to reducing repetitive losses, we help leverage HUD funding to shape long-term approaches to mitigate the immediate and future impacts of disasters.

CDBG Project Experience

Tetra Tech is a leading provider in recovery grant program management with contracts directly with the States of Connecticut, Florida, Missouri, New York, New Jersey, South Dakota, Texas, Vermont, and Virginia. Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than \$10 billion post-Superstorm Sandy and \$2 billion post-Hurricane Harvey.

Throughout the course of the hundreds of grant management and disaster recovery projects that our staff has administered for state and local governments across the U.S., our team has developed a deep understanding of the HUD organization and other regulatory agencies' policies and procedures. This includes the provision of support and technical assistance to CDBG-DR/MIT awardees from Action Plan development through to the final programmatic close-out. Senior team members also have significant CDBG experience, having as much as 23 years of experience in managing HUD CDBG funds for a variety of funding recipients through HUD's State and Entitlement programs. Tetra Tech has provided CDBG-DR/MIT support services for:

- New York Governor's Office of Storm Recovery (Hurricane)
- Lexington County, SC (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Richland County, SC (Hurricane)
- Dougherty County, GA (Tornadoes)
- Boulder County, CO (Landslides)
- St. Johns County, FL (Hurricane)
- Dauphin County, PA (Hurricane/Flooding)
- Monroe County, FL (Hurricane)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- City of Marathon, FL (Hurricane)
- Harris County, TX (Hurricane)

Tetra Tech has successfully completed more than 2,800 single and multi-jurisdictional mitigation projects for a broad range of clients and environments, from highly urbanized to predominantly rural, from coastal plains to mountainous watersheds, from cities with staff and resources to villages having few or shared resources. These projects illustrate our successful ability to work with local governments, big and small, with varying degrees of capability.

Tetra Tech is familiar with all aspects of CDBG-DR/MIT program management and implementation including:

- Action Plan development and amendments
- Labor compliance
- Conducting unmet needs analysis
- Environmental review
- Policy and procedure development and revisions
- DOB
- Public outreach and engagement
- URA
- Data collection and analysis
- DRGR management and reporting
- Project identification, eligibility review and prioritization
- Monitoring/audit support
- Case management
- Fair housing
- Procurement
- Program close-out

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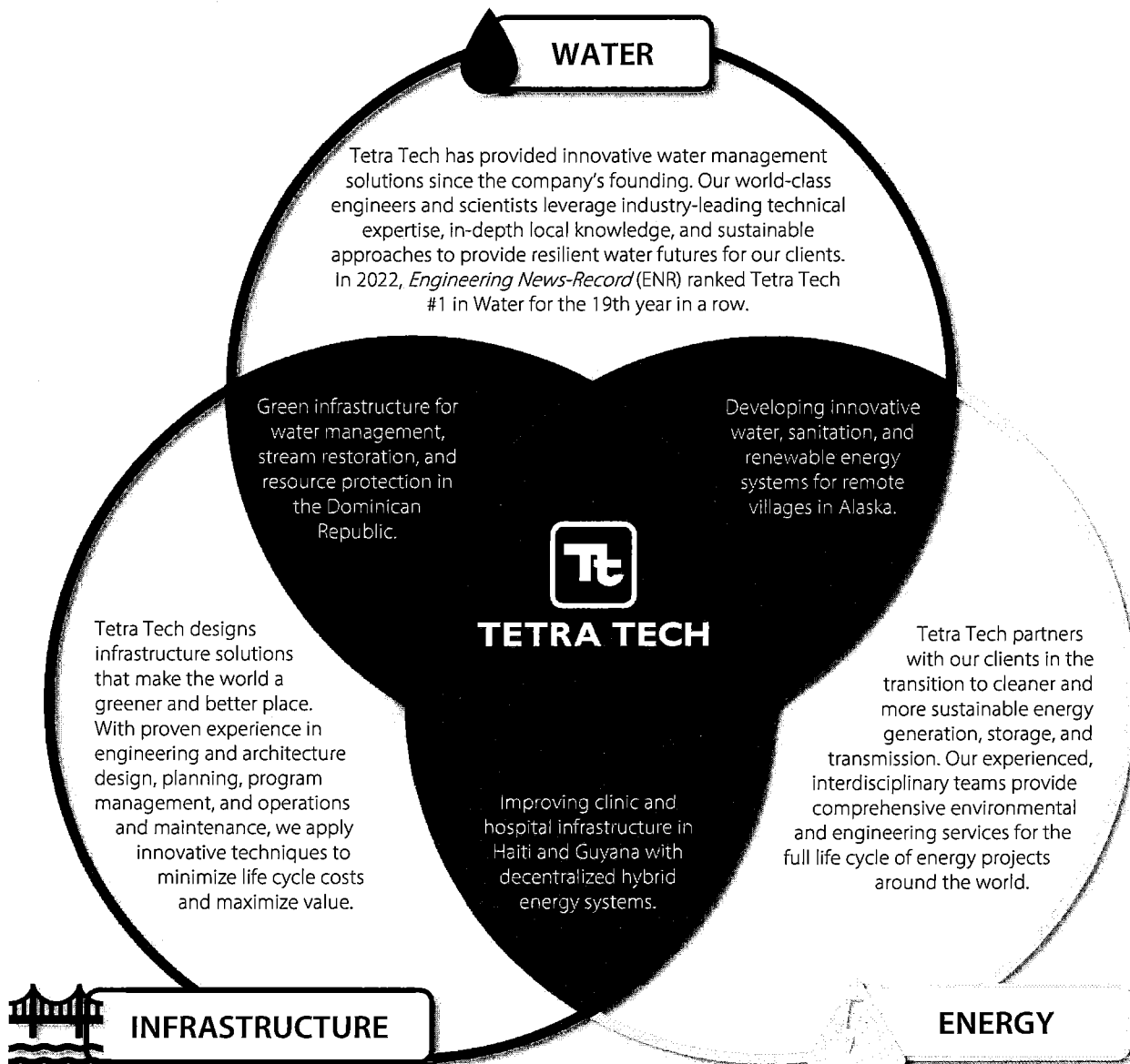
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We have unmatched experience operating at the nexus.

The ER2 and CEWRI-CI programs are a critical component of the future of the Island's community lifelines, including water, infrastructure, and energy. **Tetra Tech has proven capability in designing and delivering similar programs for clients around the world, and unmatched expertise operating at the nexus of these essential systems**, as shown below. Additional detail about the referenced projects has been provided within Exhibit C: List of Comparable Projects.

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Environmental Expertise

Over the last 10 years, Tetra Tech has successfully completed nearly 48,000 environmental reviews in seven states and territories throughout the country. Tetra Tech has extensive HUD National Environmental Policy Act (NEPA) experience supporting disaster recovery, hazard mitigation, and other types of programs and projects. **Tetra Tech has completed thousands of NEPA documents and supporting documents**, such as field survey reports including biological assessments, special status species surveys, archeological/historical surveys, Phase I and Phase II ESAs, wetland delineations, waters of the U.S. determinations, U.S. Army Corps of Engineers and state water permits and approvals, and hazardous materials surveys (asbestos, lead-based paint, and mold).

Our team has an extensive and diverse résumé of NEPA projects involving infrastructure and related facilities, including water and wastewater facilities, transmission lines, transportation, oil and gas storage and transmission, industrial cleanup, municipal planning, flood control and stormwater mitigation, visitor/tourist plans and facilities, and urban housing development. Our NEPA specialists also wrote a handbook that has become an invaluable resource to NEPA practitioners, titled *The NEPA Handbook: A Comprehensive Resource Guide*, which acts as a hands-on manual for implementing the procedures prescribed by NEPA.

Tetra Tech has been providing Responsible Entities with HUD environmental review services for over 13 years, including 7 years of disaster recovery program support. Tetra Tech is currently providing environmental review and inspection services for the Commonwealth of Puerto Rico–PRDOH for the CDBG-DR program in response to the damage caused by Hurricanes Irma and Maria. During this time, our team mobilized and trained 17 certified inspection teams in less than one week. To date, **9,335 inspections have been performed with over 6,314**

Tetra Tech's R3 Program Accomplishments to Date

6,314	Tier 2 Reviews Approved
9,335	EFO Inspections Completed
5,231	SHPO Archaeology Consultations
3,541	SHPO Architectural Consultations
5,752	Asbestos Inspections
5,752	Lead-Based Paint Risk Assessments
854	Tier 2 Re-evaluations

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environmental reviews approved, giving us a unique understanding of the requirements put forth by PRDOH along with operational needs and challenges.

In 2017, Tetra Tech was named a teaming partner on the Restore Louisiana Homeowner Assistance Program. In just 60 days, Tetra Tech completed over 10,600 Tier 2 reviews. Tetra Tech also conducted and produced lead-based paint risk assessment reports for over 500 impacted properties in just one month (completing over 6,000 lead-based paint risk assessments on the project). These numbers demonstrate our experience and working knowledge of the HUD NEPA regulations (under Code of Federal Regulations [CFR], Title 24, Part 58). The exhibit below summarizes Tetra Tech's environmental review and testing experience.

Summary of Environmental Reviews by State

Client Name	Tier 2 Reviews	CEST/EA/EIS	Historic Preservation Reviews
South Carolina	246	0	147
State of Texas	3,000*	21 CEST, 45 EA, 3 PH1 ESA	1,669
Commonwealth of Puerto Rico	6,314	0	3,975
State of Louisiana	26,400	0	7,600
State of North Carolina	3,400	3 CEST, 2 EA, 29 Broad	170
State of Florida	2,979	0	1,579
State of New Jersey	1,483	39 CEST, 13 EA	1,498
State of New York	3,150	43 Broad	3,500
TOTALS	47,042	191 Combined	20,138

**Estimated totals*

Challenges and Successes Based on Prior Experience

Similar projects frequently encounter challenges and risks in the areas of environment, resources, management, and compliance. We have provided a detailed overview of these factors, as well as best practices to mitigate them, where requested in the Work Approach section of this proposal. Tetra Tech and our partners will leverage decades of prior experience overseeing and administering similar programs to help PRDOH and its Applicants avoid common pitfalls in program delivery.

Common Risk/Challenge Areas

ENVIRONMENT	RESOURCES	MANAGEMENT	COMPLIANCE
<ul style="list-style-type: none"> • Weather Conditions • Limited Road Access • Constrained/Narrow Sites 	<ul style="list-style-type: none"> • Material/Supply Chain Interruptions 	<ul style="list-style-type: none"> • Planning • Getting the Right Attention • Selecting the Right Projects • Coordination across Agencies • Applicant Subcontract Policies 	<ul style="list-style-type: none"> • Long Procurement • Extended Design Times • Scope and Price Creep

Learn more about Tetra Tech's proposed solutions to mitigate these challenges in the Work Approach section of this proposal.

About Our Team

Joining Tetra Tech are four local subcontractors that specialize in specific areas relevant to the proposed scope of work. A brief description of each firm appears below. **As requested in PRDOH's request for proposal, we have provided additional documentation from our first-tier subcontractors at the end of this document.**

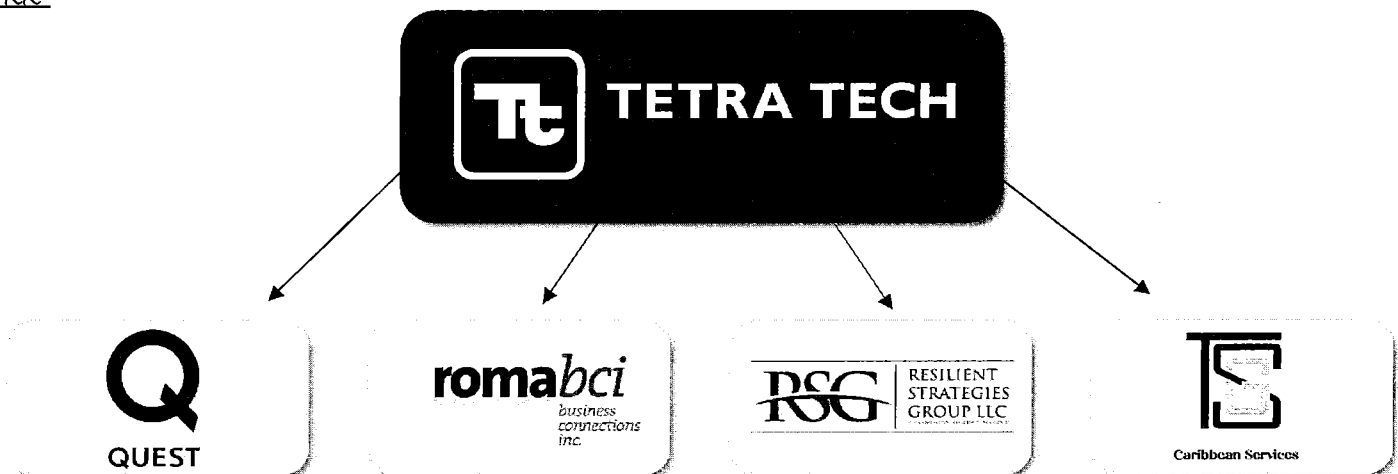
We are adept and experienced in managing the availability of and access to needed personnel on disaster management projects, which requires simultaneous performance of multiple task orders by multiple companies, often at multiple locations. Personnel from each company assigned to a Task Order will work together as one under Tetra Tech's single Task Order organization toward a common set of performance goals. Each participating subcontractor will perform as an integral team member to provide the diverse resources and flexibility this contract demands.

Tetra Tech has worked with the subcontractors provided as our proposed team on other engagements and has identified these individuals intentionally, as we feel the overall team supports the goals and scope of the program. Tetra Tech does not intend to provide a group of companies, but an intentionally created team to add value and provide Technical Assistance to PRDOH as one holistic team.

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Tetra Tech Teaming Organization



QUEST DEVELOPMENT AND FINANCE: Program Management Staffing & QA/QC/Compliance

Founded in 2017, QUEST is a 100% woman owned consulting firm and expects to have this certification well before award for this project. Its founder, Mariela Quiñones, a Puerto Rican resident, has worked with many entities in Puerto Rico and the US mainland with their business development needs. Mrs. Quiñones has engaged in different areas of business including: Real Estate, Commercial and Residential, Agriculture, Transportation, Retail, Project Management, Public Relations and General Business Consulting. Since Hurricane Maria, Mrs. Quiñones has worked with several companies to assist Puerto Rico in their Disaster Recovery Processes and has shown her unwavering commitment to being part of the redefinition and recovery of Puerto Rico by engaging in every aspect of the recovery process through her understanding of the bureaucracy of federal programs. QUEST was created as a vehicle to bring together a group of people that are professionals who understand each stage of the recovery process. Whether it is in the area of Technical Assistance, Project Management, Financing, Technical Services, Engineering, Program and Construction Management, or Compliance and Auditing, QUEST has provided assurance that all the necessary steps are taken to ensure success.



RSG: Program Management

Resilient Strategies Group (RSG) is a company that specializes in creating and refining process and programmatic strategies for both the private and public sectors. It has a strong reputation for developing cross-functional and multidisciplinary teams. The company's experience with disaster recovery is comprehensive and diverse.



RSG has a record of streamlining programs and has successfully created and/or improved processes, policies, and procedures for multiple grantees. In the private sector, the company has been both a consultant for the grantee and a consultant for the construction manager. RSG has helped kick start or improve programs in New York City, Louisiana, New Jersey, Florida, and Puerto Rico. Although RSG has its roots in long-term disaster recovery, it can also help in the general areas of government, process management, process improvement, staff augmentation, grant management, and enterprise systems.

RomaBCI: Outreach and Communications

RomaBCI is the result of a lifetime of achievements of its founder Rosana Roig. Rosana began her career working public relations and federal funding for the Mayor of San Juan, then worked for the prestigious firm BCW (then Burson Masteller) where she managed clients such as ITT, Merrill Lynch, Pfizer, and Apple. Since its foundation, RomaBCI has had one simple purpose: client satisfaction, which is at the core of everything the company does. Over the past 30 years, the company has



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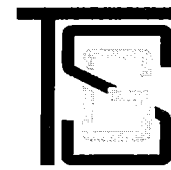
successfully provided public relations, government affairs, crisis management, community outreach, and event planning to hundreds of clients with consistent success.

Anticipating, analyzing, and interpreting public opinion, attitudes, and issues that might impact, for good or ill, the operations and plans of their clients is the first step to providing their services. RomaBCI provides counsel to management at all levels in the organization about policy decisions, courses of action, and communication, considering their public ramifications and the organization's social responsibility.

RomaBCI assists their clients to influence or change public policy by setting objectives, planning, budgeting, recruiting, training staff, and developing facilities.

TSG: Damage Assessments/Inspections

TSG has been specifically selected to support the housing elements of the scope of work due to the firm's decades of experience delivering similar programs. With two offices in Puerto Rico, TSG brings national expertise with local resources.



Caribbean Services

TSG is a Section 3 business with a core focus in program management services. The executive team has been involved in Program Management (PM) and Construction Management (CM) projects since 1982. TSG has performed work on over 50 projects in 5 states in the southeast region and Puerto Rico worth more than \$650 million.

TSG's CEO, Michael Sullivan, MBA, has over 30 years of construction experience and 17 years of disaster recovery experience. Mr. Sullivan has committed his career to implementing strategies to minimize the effects of natural disasters in the most vulnerable communities.

TSG manages disaster relief and reconstruction projects. The firm specializes in the management of temporary housing for those displaced due to natural disasters. To respond with a sense of urgency to the communities in need, TSG has field offices in both San Juan and Aguadilla, Puerto Rico.

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Capacity

Tetra Tech has an outstanding reputation for completing projects on time and within budget. It is our practice to review our projected workload and assess staffing requirements on a continuous basis to make sure we provide responsive service to our clients. **We are committed to providing a consistent and dedicated team to perform this critical work.**

Key Staff Capacity and Commitment

Tetra Tech has a complete team already working in Puerto Rico with offices in San Juan and team members island-wide. Our team has demonstrated the ability to execute large and complex programs, recognize and understand challenges unique to the Puerto Rican context, and support PRDOH as a capable service provider. We have the established relationships necessary for effective mobilization across the island, efficiently delivering the Program in support of ER2 and CEWRI-CI. Tetra Tech will continually seek to understand the needs of the Program, the needs of Applicants, and the needs of PRDOH. **We have thoroughly read and understand the requirements in the project Scope of Work, and we are prepared to deliver these tasks with an appropriate level of commitment from our staff. For our key personnel, this means 100% commitment to the proposed scope of work.**

Name	Title	Commitment	Other Project Commitments
Pedro L. Ortiz Febus	Program Manager	100%	None
Gabriela Rodriguez Rosario	Environmental Compliance Officer	100%	None
Marirene Mayo-Perez	Regulatory Compliance Officer	100%	None
Victor Candalario Vega	Energy Regulatory Compliance Officer	100%	None
José A. Rivera Ortiz	Outreach & Stakeholder Engagement Coordinator	100%	None
José Ventura Abreu	Operations Manager	100%	None
José Toral Pereyó	Financial Manager	100%	None

Availability of Key Staff

We understand that Applicants applying for and participating in this program will deliver transformative projects to support Puerto Rico's economic recovery and resiliency; there is no room for staffing delays in programs that are designed to positively benefit the whole community. **Our key personnel are 100% available to work on the proposed scope of work.** Our team is prepared to offer backup resources in the event that a team member leaves or is out for an extended period. Our philosophy is that the key personnel involved in these programs will undertake three important measures to ensure continuity of operations, as shown below.



As a provider of similar services for other grantees, Tetra Tech has the resources to **quickly relocate experienced personnel to these projects, either temporarily or permanently.** In addition, we have a dedicated recruiting team that works hand in hand with our operational team to ensure that necessary positions are posted publicly and recruited on an ongoing basis. This allows us to fill needed positions quickly and with little to no gap in coverage. As depicted in our organizational chart, our team is also supported by senior management and subject matter experts who are available to provide support to these projects at a moment's notice.

Increasing Local Capacity to Sustain Operations

We understand that PRODH requires an increased capacity to deliver these large-scale programs; however, we also understand the importance of continuing to strengthen the knowledge that local resources offer. It is our job to continue to build the knowledge and capacity of program stakeholders like PRDOH, Applicants, and our Puerto Rico-based staff, so that on-island capacity is enhanced as a result of this engagement.

Our team is experienced in building local partnerships as part of large disaster recovery programs. We build capacity through teaming with local firms and establishing trusted partnerships to **lend our knowledge and experience, further increasing local expertise, and building on-island capacity to sustain disaster recovery programs.**

Integration of our local partners across functional areas allows us to have a more robust team and provide PRDOH with the depth of experience needed to effectively manage and deliver the program. As team members assimilate, the knowledge transfer begins to grow organically. Additionally, our training team provides necessary education and training to less experienced staff to support their growth and understanding of the program, allowing them to eventually grow into senior positions within our team. Organic learning alongside the structured training program quickly builds a cohesive unit that is prepared to provide coverage in case of illness, turnover, or other loss of personnel.

Throughout the evolving program lifecycle, we will continue to employ this same process of infusing local assets with our knowledge. The result is a group of program management, construction management, case management, and environmental professionals with a strong knowledge of CDBG programs and associated functional areas.

Accommodation of Workload

Together, PRDOH and the Tetra Tech team will be challenged on many fronts with this program – from workforce shortages to supply chain disruptions – but we are dedicating the full force of our combined organizations to overcome each obstacle we encounter and successfully deliver the Program. Our staffing model rightfully assumes that the Program will be the number one priority for every team member brought to this project. Our message to PRDOH is clear: **Puerto Rico's recovery is this team's top and only priority. The proposed key team members were chosen specifically not only due to their functional expertise but also their availability to provide dedicated support to the tasks within the scope of work.**

Support Staff Workload Management

In addition to our 100% committed key staff roles, we have also planned for a fully functional team of project and support staff to accommodate the anticipated workload. We have a robust roster of employees located in Puerto Rico who have years of experience working on federal grant programs. We understand that specialized support positions such as analysts, subject matter experts, and others may be needed on a cyclical or as-needed basis, and we will balance workload across this scope of work and other existing commitments.

Tetra Tech has integrated redundancy into our systems and training model to preemptively prepare our team to assume multiple roles. Tetra Tech team members are not only trained in their specific job function, but also trained to understand their role within the overarching program process. We cross-train our staff not only to create empathy in understanding the next steps for their work products but also to create an extensive support network of teammates who are able to provide backup across multiple functions.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT B

ATTACHMENT 1
SCOPE OF WORK
Request for Proposals
Program Management Services
Electrical Power Reliability and Resilience Program
and
Community Energy and Water Resilience Installations – Community Installations
Subprogram
Community Development Block Grant – Disaster Recovery Energy
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-08
(Revised for Addendum No. 1)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure program management services for the Community Development Block Grant - Disaster Recovery Energy (CDBG-DR Energy) and Community Development Block Grant - Mitigation (CDBG-MIT) grants, under the current and subsequent Action Plan(s). Proposers must understand the CDBG-DR Energy and CDBG-MIT program initiatives, goals, and regulations, including Federal Register Notices Vol. 86 No. 117 (Tuesday, June 22, 2021), 86 FR 32681, Vol. 84, No. 169 (August 30, 2019), 84 FR 45838, and Vol. 85, No. 17 (January 27, 2020), 85 FR 4676. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Services. The proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

This document defines the Program Management tasks that the Selected Proposer(s) must perform to support PRDOH in the implementation and administration of the Electrical Power Reliability and Resilience Program (ER2) and the Community Energy and Water Resilience Installations – Community Installations Subprogram (CEWRI-CI) under the CDBG-DR Energy and CDBG-MIT grants, respectively. The PRDOH reserves the right to retain program management of some of the projects internally. A detailed description of the CDBG-DR Energy ER2 Program is included in the CDBG-DR Action Plan for Electrical Systems Enhancements submitted to HUD for approval, available at the CDBG-DR Program Website (<https://cdbg-dr.pr.gov/en/download/cdbg-dr-action-plan-for-the-electrical-systems-enhancements/>). A detailed description of the CDBG-MIT CEWRI-CI Subprogram is included in the CDBG-MIT Action Plan approved by HUD available at the CDBG-MIT Program Website (<https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>).

The CDBG-DR Energy and CDBG-MIT programs that will be subject to and referenced throughout this RFP are identified and briefly described as follows:

1.1. Electrical Power Reliability and Resilience Program (ER2) | CDBG-DR Energy

The ER2 Program provides assistance to create electrical system reliability and resilience. The program will serve the needs of communities by funding projects that are not currently anticipated to be funded from other federal or local sources. The Program will provide

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funding for the acquisition, construction, reconstruction, rehabilitation, or installation of facilities, improvements, and other components, undertaken to extend, upgrade, enhance, and/or improve the cost-effectiveness, reliability, efficiency, sustainability, and long-term financial viability of Puerto Rico's electrical power system, including activities to increase its resilience to future disasters and to address the impacts of climate change.

For construction activities, the Applicants must agree to budget the operations and maintenance activities for the long-term sustainability of the electrical power system improvements. These multi-year budgets for operations and maintenance will apply for the useful life of the improvement or enhancement. Projects must demonstrate leverage, with the ER2 award consisting of not more than 40% of the proposed project cost, depending on the size and scale, and other factors of the project, as it will be outlined in the Program Guidelines.

1.2. The Community Energy and Water Resilience Installations Program – Community Installations (CEWRI-CI) Subprogram | CDBG-MIT

The CEWRI-CI Subprogram in the CDBG-MIT Action Plan provides for community installations of energy production and storage, water catchment systems, and sanitary sewer system solutions to complement home-based improvements or reduce household barriers to mitigation. Community installations may include larger kilowatt, bimodal systems that can support health, lighting, communication, and other backup energy needs of area residents. Community-based systems may also include public microgrids. Community-based water security interventions may be introduced where a greater community need may be met, where more localized interventions are less feasible or cost-efficient, and, in particular, where the community is not part of the Island-wide water supply system. For both energy and water resilience efforts, these installations may be introduced in areas where housing typologies or existing structures cannot accommodate solar panels or water systems, or where a larger scale typology is more cost-efficient to serve the community.

For the purposes of this document, the term "Applicant" is used in reference to entities that submit applications to receive funding from the CDBG-DR Energy and CDBG-MIT Programs for proposed projects and serves as a synonym for the terms "Subrecipient" and "Awardee." As such, the term "Applicant" is used throughout this document and is intended to denote the same meaning as "Subrecipient" and "Awardee."

Selected Proposer(s) will support the PRDOH in the implementation and management of the CDBG-DR Energy and CDBG-MIT programs, therefore it is required to access the PRDOH's CDBG-DR and CDBG-MIT websites to become familiar with the available documentation about the programs. Each Proposer is responsible for reviewing requirements for the CDBG-DR Energy and CDBG-MIT programs and having awareness of applicant eligibility requirements and the eligible projects allowed under the Program(s).

The PRDOH aims to contract, at its discretion and in the best interest of the overall programs' implementation, one (1) or more Program Managers as determined by PRDOH, under the CDBG-DR Energy and CDBG-MIT grants for a period of **three (3)** years with optional extensions of up to two (2) additional annual extensions. The Program Manager(s) and/or their Staff may be assigned to work from Puerto Rico, remotely from the U.S. mainland, or in a combined arrangement, at

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PRDOH's discretion, in the interest of implementing a timely and cost-efficient management structure. PRDOH reserves the right to re-evaluate those arrangements at any time.

The award of this RFP may be canceled at any time prior to the execution of a contract, without any responsibility or liability whatsoever for PRDOH, the Government of Puerto Rico, and HUD. PRDOH is not obligated to accept proposals submitted by Proposers and is not responsible for costs incurred by Proposers in preparing and submitting their proposals.

This RFP is subject to the availability of HUD CDBG-DR Energy and CDBG-MIT funds to complete the scope of services described here. In the event of not receiving them, this RFP will be canceled and terminated without any liability whatsoever, including without limitation to pre-contractual expenses and non-contractual damages, from the PRDOH, the Government of Puerto Rico, and HUD.

2. Operations Start-Up

The Program Manager(s)' key staff resources must be ready to begin working within two (2) weeks after the contract execution date. The Program Manager(s), at their own expense, must have the necessary office space, furniture, supplies, and personnel secured to provide the services required herein.

The PRDOH will not guarantee a minimum number of applicants or projects to be handled by the Program Manager(s). The Program Manager(s)' office must be set up to assist eligible entities with applications.

3. Staff Requirements, Roles, and Responsibilities

This section details the Program Management Staff that the Selected Proposer(s) must retain in order to support PRDOH in the implementation and management of the CDBG-DR Energy and CDBG-MIT Programs. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff.

3.1. Staff Requirements

The Selected Proposer(s) shall have or will secure, at its own expense, all personnel required to perform the services under the Program Management Services contract. Key Staff are resources that must be ready to begin working within two (2) weeks after the contemplated contract execution date and remain working throughout the term of the contract. Selected Proposer(s) must ensure that services that require a professional license are performed by licensed professionals with the proper qualifications, skills, and experience necessary to perform such services, according to applicable federal, state, and local rules and regulations.

No Key Staff may be assigned to the contract without the written consent of the PRDOH. Therefore, any efforts from Key Staff prior to PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations, Key Staff or other, or request revision to the Program Manager(s)' staff organization and allocation to best align with program management objectives.

3.2. Staff Experience and Qualifications

The Proposer(s) shall provide detailed information about the experience and qualifications of the entire staff to be assigned, including degrees, certifications, licenses, and years of

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relevant experience. Proposer(s) shall specifically identify resources currently employed who will serve as Key Staff. This includes the Proposer(s)' own staff and staff from any subcontractors to be used. The Proposer(s) should demonstrate that its staff (and/or subcontractor's staff) meet the desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services. **Table 1** presents requirements for Key Staff, Roles, and Responsibilities.

3.3. Organizational and Staffing Plan

The Proposer(s) shall submit to the PRDOH an initial organizational chart detailing the identified resources (whether employed by the Proposer or a subcontractor) who shall perform any program management service required for the implementation of the Programs. The Proposer(s)' organization and staffing plan shall specifically include the required number of personnel, role and responsibilities, name of the resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer(s) should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

Key staff resources must remain assigned to the Program over the life of the contract. Additional resources to be employed will be determined by the Program Manager(s) based on the performance and assigned workload and in coordination with PRDOH.

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Table 1 Key Staff Requirements, Roles, and Responsibilities

Staff Member	Requirements	Roles & Responsibilities
Program Manager [Key Staff]	<ul style="list-style-type: none"> + Bachelor's degree in Engineering, Architecture, Construction or Project Management required. Master's Degree preferred. + Must have 10 years of Project Management experience in construction or engineering projects, preferably for power generation and/or renewable energy projects. + Must have demonstrated experience working with federal, state, and local government agencies in a previous role. + Must have experience with complex stakeholder engagement processes, as demonstrated through work performed in a previous role. + Must be working locally from Puerto Rico. + Ability to communicate effectively verbally and in writing in English and Spanish. <p>Preferred</p> <ul style="list-style-type: none"> + Experience implementing capital improvement programs for industrial energy efficiency and innovative, international climate policy technical assistance preferred, as demonstrated through work performed in a previous role. + Experience implementing financial mechanisms to deploy innovative renewable energy and low carbon technologies at a large scale preferred, as demonstrated through work performed in a previous role. + Experience in utility planning and operations. Experience with regulatory filings and testimony preferred, as demonstrated through work performed in a previous role. + Experience working for or with an electric utility in a previous role. + Understanding of power system analysis and financial analysis tools and methods as demonstrated through work performed in a previous role. 	<ul style="list-style-type: none"> + Act as the main point of contact between the PRDOH and the Applicants. + Formulate, organize, and monitor the overall performance of the projects. + Decide on suitable strategies and objectives; coordinate cross-project activities; develop and control deadlines, budgets, and activities; apply change, risk, and resource management. + Assume responsibility for the program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and maintain a complete understanding of all applicable Program policies, requirements, and procedures. + Coordinate, review, and endorse budget proposals, and discuss proposed and significant changes in conjunction with program participants and PRDOH. + Oversee the adherence to timelines, compliance with requirements and implementation lifecycle to ensure compliance with the CDBG-DR and CDBG-MIT Programs requirements for reliability, contractual agreements, and cost-reasonability. + Participate in the decision-making process related to the renewable energy source integration required by Puerto Rico's current laws and regulations. + Analyze and report data to develop a complete and accurate picture that informs decisions regarding the management, quality, and control of projects. + Identify, apply, and evaluate schedule, cost, quality, and risk control techniques to support the monitoring, managing, and reporting of costs. + Maintain open lines of communication with all relevant decision makers and stakeholders to keep all parties informed of regulatory changes as they may apply to the projects. + Be available on-call and to attend program status and progress meetings.

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Staff Member	Requirements	Roles & Responsibilities
Environmental Compliance Officer [Key Staff]	<ul style="list-style-type: none"> + Bachelor's degree in Environmental Sciences, Environmental Technology, Environmental Management, or Engineering plus a minimum of seven (7) years of experience in work related to the fields of environmental sciences, environmental protection, or the application of environmental laws and regulations for complex projects, or Master's degree in Environmental Sciences, Environmental Technology, Environmental Management, or Engineering plus a minimum of five (5) years of experience in work related to the fields of environmental sciences, environmental protection, or the application of environmental laws and regulations for complex projects. + Bachelor's degree in Environmental Engineering or Natural Sciences plus a minimum of seven (7) years of experience in environmental activities for complex projects, or Master's degree in Environmental Engineering or Natural Sciences plus a minimum of five (5) years of experience in environmental activities or regulatory compliance for complex projects. + Must have knowledge of and experience in federal and local environmental laws and regulations, as demonstrated through work performed in a previous role. + Must be working locally from Puerto Rico. 	<ul style="list-style-type: none"> + Act as the main point of contact between the PRDOH and the Applicants on environmental review requirements. + Establish guidelines for the applicability of the local and federal environmental requirements needed for each project. + Validate the environmental impacts of the energy-related projects based on the data provided by applicants and local and federal agency evaluations. + Oversee the federal and state environmental process in compliance with Puerto Rico Environmental Public Policy Act (Act 416) and the National Environmental Policy Act (NEPA) for each project. + Organize and manage the Program Manager's environmental staff activities. + Coordinate environmental related activities with designated PRDOH representatives and regulatory agencies such as the State Historic Preservation Office (SHPO) and the Puerto Rico Department of Health (PRDOH). + Coordinate the preparation of Environmental Review Records (ERR) for activities to be performed under the Programs. + Coordinate and guide the team on identification of environmental mitigation measures for the activities to be performed under the Programs. + Prepare reports and keep all parties informed on the status of environmental review activities for each selected project.

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Staff Member	Requirements	Roles & Responsibilities
Regulatory Compliance Officer [Key Staff]	<ul style="list-style-type: none"> + Bachelor's degree in Finance, Business Administration, or Legal Studies with five (5) years of experience; or a Master's degree in Finance, Business Administration, or Legal Studies with three (3) years of experience. + Must have experience in compliance and monitoring for federally funded programs including applicability of federal, state, and local regulations; evaluation of eligible activities; evaluation of National Objectives; validation of cross-cutting requirements; OSHA requirements; ADA requirements; Section 3 requirements; Davis-Bacon and related acts requirements; Uniform Relocation Act requirements; RA, Environmental requirements; Duplication of Benefits requirements; Reporting requirements; and recordkeeping requirements, as demonstrated through work performed in previous roles. + Demonstrated experience via a previous role coordinating with federal agencies on regulatory processes and issues. + Must be working locally from Puerto Rico. 	<ul style="list-style-type: none"> + Provide oversight of the projects' implementation process to comply with the CDBG-DR and CDBG-MIT Programs requirements, ensuring proper recordkeeping of all activities documentation. + Support Program Manager in the review and endorsement of budget proposals, placing a particular emphasis on CDBG-DR and CDBG-MIT budgetary considerations. + Maintain knowledge and familiarity with the policies and procedures established by PRDOH for the procurement of goods and/or services under CDBG-DR and CDBG-MIT. + Oversee procurement processes review to ensure compliance with 2 CFR 200, as applicable. + Provide input to PRDOH on all procurement, financial, and accounting matters related to the projects, in compliance with the applicable CDBG-DR and CDBG-MIT requirements. + Provide oversight to ensure best practices in the use of federal funds, preventing conflicts of interest and ensuring program activities and contracts adhere to applicable federal, state, and local regulations, with an emphasis on CDBG-DR and CDBG-MIT and other applicable statutory and regulatory requirements.

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Staff Member	Requirements	Roles & Responsibilities
Energy Regulatory Compliance Officer [Key Staff]	<ul style="list-style-type: none"> + Bachelor's degree in Finance, Business Administration, Engineering, or Legal Studies with ten (10) years of experience; or a Master's degree in Finance, Business Administration, Engineering, or Legal Studies with seven (7) years of experience. + Experience must include monitoring of energy projects for compliance with applicable laws and regulations with general knowledge of codes and energy industry standards. + Must have experience with federal, state, and local energy regulatory and statutory compliance, as demonstrated through work performed in a previous role with an electric utility, energy developer, energy regulatory agency, or similar entity. + Demonstrated experience coordinating with federal agencies on regulatory and statutory processes and issues in a previous role. + Experience with ensuring compliance to applicable energy project management and financing business models, as demonstrated through work performed in a previous role. + Must be working locally from Puerto Rico. 	<ul style="list-style-type: none"> + Provide oversight of the projects' Implementation process to comply with federal, state, and local energy regulations and statutes as they pertain to the projects, ensuring proper recordkeeping of all activities documentation. + Support Program Manager in the review and endorsement of budget proposals, placing a particular emphasis on energy project budgetary considerations. + Provide input to PRDOH on all procurement, financial, and accounting matters related to the Program, in compliance with the applicable energy regulations and statutes. + Provide oversight to ensure best practices in the use of federal funds, preventing conflicts of interest and ensuring program activities and contracts adhere to applicable federal, state, and local regulations, with an emphasis on energy and other applicable statutory and regulatory requirements. + Ensure compliance with applicable business models for energy project management and financing.

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Staff Member	Requirements	Roles & Responsibilities
Outreach & Stakeholder Engagement Coordinator [Key Staff]	<ul style="list-style-type: none"> + Must have a Bachelor's degree or higher education in Communications or Public Relations. + Must have five (5) years of experience working in the public relations field. + Ability to communicate effectively verbally and in writing in English and Spanish. + Excellent writing and presentation skills. + Must be working locally from Puerto Rico. 	<ul style="list-style-type: none"> + Coordinate all outreach communication materials and public facing communications with PRDOH and its designated representatives before implementing. + Establish and implement strategic outreach, stakeholder engagement, and communications plans for the CDBG-DR and CDBG-MIT programs in coordination with Grant Manager and PRDOH. + Coordinate logistics of locations, scheduling, materials production, and audiovisual equipment required to conduct meetings and presentations with applicants or the public. + Develop strategic plans to effectively and efficiently resolve public relations issues in coordination with Grant Manager and PRDOH. + Implement a system to report, manage and track frequent questions, comments, complaints, and issues, including evaluation of Program Team's effectiveness addressing complaints and answers. PRDOH must be able to access this system to have daily updates of status and results.

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Staff Member	Requirements	Roles & Responsibilities
Operations Manager [Key Staff]	<ul style="list-style-type: none"> + Bachelor's or Master's degree in Mechanical Engineering, Civil Engineering, Electrical Engineering, Construction Management, or Project Management required. Master's degree preferred. + Must have ten (10) years of experience in project management and/or construction planning, design, and management. + Must be working locally from Puerto Rico. + Ability to communicate effectively verbally and in writing in English and Spanish. + Experience in federally funded infrastructure projects, preferred. + Professional certification in construction, project management, and/or building design (CCM, PMP, LEED, etc.) strongly preferred. 	<ul style="list-style-type: none"> + Manage a team of construction oversight, design and permitting, project controls, and scheduling staff to manage the entire scope of operations of each project during project implementation. + Manage a team of construction monitoring staff to perform at least one monthly visit to monitor construction progress, consistency with Grant Agreement and environmental clearance documents, and health and safety plan implementation during Applicants' construction projects under PRDOH's CDBG-DR and CDBG-MIT programs. + Review and recommend certifications for payment and construction change orders. + Prepare reports to the Grant Manager, based on monitoring visits of Applicants' construction projects under PRDOH's CDBG-DR and CDBG-MIT programs. + Provide feedback to applicant/Applicants' health and safety officer or representative based on the observations obtained after conducting monitoring visits. + Assist to develop revision checklist for 30% and 90% construction document reviews. + Review design documents and make recommendations to the Owners and Designer as to constructability, scheduling, and time of construction. + Develop a detailed design schedule and supervise its implementation. + Review design in progress to assure constructability with minimal changes and fewer problems in the field. + Establish and manage project baselines. + Establish protocols to alter the scope of a project, implementing the protocols when necessary and updating documentation including contracts to develop, maintain, and apply quality management processes for the ongoing project or change initiative. + Develop, implement, and maintain an effective scheduling management system. + Keep stakeholders informed of project timelines and deadlines.

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Staff Member	Requirements	Roles & Responsibilities
Financial Manager [Key Staff]	<ul style="list-style-type: none"> + Bachelor's degree in Finance, Business Administration, or Accounting with ten (10) years of experience working in project finance and/or financial analysis; or a Master's degree in Finance, Business Administration, or Accounting with five (5) years of experience working in project finance and/or financial analysis. + Must have a minimum of five (5) years of experience in the performance of commercial and industrial underwriting and credit and risk analysis of complex financial transactions funded with multiple funding streams on diverse industries and sectors for a bank, commercial lender, private equity firm, lending, or bank regulator, or financial advisory firm. + Ability to perform underwriting reviews, preferably in conformance with the requirements of 24 CFR Part 570, Appendix A. + Must be working locally from Puerto Rico. + Effective verbal and written communication skills. + Knowledge of energy project finance preferred. 	<ul style="list-style-type: none"> + Under policy direction, develop and implement underwriting policies and procedures to assess project financial viability and risk. + Conduct business model analyses and reviews to ensure applicability and compliance with established project finance methodologies. + Review life-cycle cost analyses and other financial analyses to maximize the return on the construction investment. + Coordinate the development of component cost estimates at every design submittal. + Prepare reports and other financial and business documents assessing and communicating the financial viability of each project.

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4. Program Management Tasks and Services

PRDOH has established a stepped approach for the implementation of the CDBG-DR Energy and CDBG-MIT Programs identified in the introductory section of this document. The Proposer must review all documentation available in PRDOH's CDBG-DR and CDBG-MIT websites (<https://www.cdbg-dr.pr.gov/en/>) and have awareness of Applicants eligibility requirements.

Selected Proposer(s) must work closely with the PRDOH to accomplish the identified tasks. The Selected Proposer(s) may be required to coordinate with other firm(s) contracted by the PRDOH that will be providing services regarding other CDBG-DR and CDBG-MIT Programs. The Selected Proposer(s) must study and become familiar with both programs to have a clear understanding of PRDOH's expectations.

Selected Proposer(s) will perform the required services under sequential tasks and sub-tasks; some of these tasks will require a formal deliverable to the PRDOH. For every deliverable, Selected Proposer(s) must expect PRDOH's reasonable comments or revisions (request for changes) of delivered documents. Selected Proposer(s) must account for revisions or clarifications requested by PRDOH related to required deliveries.

The scope of services presented is based upon circumstances existing at the time the RFP is released. PRDOH reserves the right to modify or delete the tasks or sub-tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

4.1. Task 00: General Program Management and Administration

The Program Manager(s) shall be responsible for program operations and management, applications processing, and administration of the tasks and services contained herein related to the Programs. This task will include the activities listed below. The activities listed under this task also apply to **Task 01 through Task 04** to ensure proper management of the Program.

4.1.1 Operational Support

- + Work closely with PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the Programs, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.
- + Report on various aspects of the project that reflect the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
- + Communicate immediately on potential risks, issues, and statuses to PRDOH and pertinent parties.
- + Offer alternatives to utilize IT solutions that support the management and implementation of all assigned disaster recovery projects. The proposal for these IT solution alternatives shall consider the costs of synchronizing data with IT solutions provided and used by PRDOH.
- + Develop and/or utilize processes to properly collect data and document information as necessary to optimize compliance with all funding streams.
- + Ensure PRDOH's documentation is sufficient to respond to Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.
- + Assist PRDOH training sessions regarding implementation of the Programs. The Program Manager(s)' key staff shall be required to attend PRDOH training sessions. After training has been provided to the Program Manager(s)' key staff by the PRDOH, such key staff will be responsible for the knowledge transfer to other PM staff.

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- + Develop training materials and training courses about the policies and procedures concerning the ER2 and CEWRI-CI Program implementation, as necessary.
- + Develop and implement an enforcement procedure for applicable use during Program implementation to enforce the processes, policies, and procedures of the Programs.
- + Prepare an organizational chart showing the required technical staff personnel and their functions.
- + Document all applicant interactions and communications within the PRDOH system of record.
- + Any other task necessary to support the programs' operations.

4.1.2 Program and Project Management

- + Evaluate and comment on program documents prepared by PRDOH and recommend changes to these documents where applicable and in accordance with the Programs' policies.
- + Develop general program documents such as program determination notices, Requests for Information, and public correspondence.
- + Assist the PRDOH in the development of program policies and procedures, and, once approved by the PRDOH, their dissemination among all involved parties. All policies and procedures are subject to PRDOH approval.
- + Support program objectives and cultivate a formal structure to communicate and proactively share information with team members from application intake to project closeout.
- + Share information and transfer the acquired knowledge among Program Manager key staff and additional resources to improve: the quality of services; deliverables; milestones; and the identification of trends, patterns, and potential risks. Also, to proactively coordinate, synchronize, mitigate risks, and provide feasible solutions to the PRDOH.
- + Enforce program controls by measuring progress and taking corrective actions as needed in order to achieve goals.
- + Be responsible for providing accurate forecasts of project milestones and completions (e.g., using Gantt Charts, Timelines, reports, etc.).
- + Ensure the provision of appropriate subject matter expertise to provide technical assistance during the project selection and implementation phases. Subject matter expertise could be required for, but not limited to, the following fields:
 - Energy Technology;
 - Water, Sanitation, and Hygiene;
 - Hazardous Waste Remediation and Management;
 - Electrical, Mechanical, and/or Civil Engineering; and
 - Any other specialized subject area identified by PRDOH
- + Notify, communicate follow-up, and assure the resolution of any non-compliance issues at the Program and project levels.
- + Manage daily program operations and ensure that they are performed in the most efficient manner.
- + Oversee logistics management, ensuring that procedures are in place to align with the goals and objectives of the Programs.
- + Coordinate efforts to ensure compliance with environmental, permits, construction, financial, and HUD regulations.

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- + Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- + Establish timelines, goals, metrics, and deliverables in accordance with project funding allocations and production goals specified by PRDOH.
- + Manage compliance requirements to include programmatic and financial reporting which may include but is not limited to coordinating and preparing project and financial management reports with PRDOH or its designee for federal, state, and local government audits.
- + Coordinate with any third-party entity (regulatory agencies or municipalities, among others) on any technical or regulatory task needed to maximize and facilitate the implementation of any individual application or general policies for the benefit of the applicants.
- + Any other supporting functions or tasks necessary to implement an efficient and compliant program management processes, deliverables, and due diligence.

4.1.3 Document Control and Management

- + Obtain, store, and archive physical and/or electronic copies of documents, applicant-related emails, correspondence, training material, and policies and procedures.
- + Establish and maintain protocols for physical file management to include, among other things, access to a file, tracking of location and possession of a file, and return of a file. This assumes that the Program Manager(s) will provide the necessary secure space and storage equipment to perform such functions. It also assumes that the Program Manager(s) will maintain soft copy backups of originals in their custody.
- + Ensure all project information and documentation is available at all times in the PRDOH system of record.
- + Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information requirements.
- + Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR and CDBG-MIT grants. At a minimum, the following records would be required:
 - Records providing full description of each activity;
 - Records verifying that activity meets national and grant objectives;
 - Records related to demonstrating eligibility of activities;
 - Records required to document activity related to real property;
 - Records documenting compliance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement;
 - Financial records and reports required by the Program; and
 - Records supporting any specific requirements of the CDBG-DR Energy and CDBG-MIT allocations.
- + Please, note that the PRDOH will not pay for any work not documented in the PRDOH system of record unless explicitly permitted.
- + Any other task necessary for proper document control and management.

4.1.4 Accounting and Reporting

- + Provide status reports on a regular basis to keep the PRDOH informed of progress.

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- + As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have risen during the administration of the Programs.
- + Provide the PRDOH with program/project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- + Report on information that includes program/project activity deemed critical by the PRDOH.
- + Compile and review information necessary to prepare reports required under HUD regulations.
- + Account for, and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and/or their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants.
- + Review and submit recommendations for approval of CDBG-DR Energy and CDBG-MIT funding requests.
- + Review invoices from applicants for CDBG-DR Energy and CDBG-MIT awards. This will include a review of all reimbursement of eligible costs as well as cost feasibility.
- + Any other task necessary to ensure proper accounting and reporting as related to the programs.

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4.2. Task 01: Outreach Strategy and Stakeholder Engagement

The Program Manager shall be responsible for overarching outreach as well as stakeholder and community engagement of the ER2 and CEWRI-CI Programs. To accomplish this task the Program Manager(s) shall:

- + Establish and implement strategic outreach, stakeholder engagement, and communications plans for the CDBG-DR and CDBG-MIT programs in coordination with PRDOH and its designated representatives.
- + Coordinate all outreach communication materials and public facing communications with PRDOH and its designated representatives before implementing.
- + Coordinate logistics of locations, scheduling, materials production and printing, and event and audiovisual equipment required to conduct meetings and presentations with applicants, stakeholders, or the public.
- + Deliver an Organization Chart with the names and positions of the personnel in charge of the Stakeholder Engagement Process.
- + Develop a Communications Plan to align programs' objectives and include a formal structure for regular reporting, performance milestones, project-wide meetings, and policies on information for the community and press.
- + Develop and deliver community outreach and engagement strategies in Spanish and English, customized to a wide variety of audiences, from community-based organizations to regulatory agencies. Materials may be required to range from streamlined and simplified communication materials to highly complex and technical materials, as required by the audience.
- + Outreach tools to be used can include briefing packets, forms and surveys, presentations, mass media content, digital and/or social media content, follow-up calls, emails, and text messages according to an established protocol between PRDOH and the Program Manager(s).

- + Present a schedule of stakeholder meetings for PRDOH consideration and approval. The Program Manager(s) shall organize, coordinate, and document every meeting and submit the gathered information to PRDOH.
- + Implement innovative, and in some cases, historic engagement strategies to overcome obstacles to public participation in response to the COVID-19 pandemic as restrictions to social movement continues to be adapted according to circumstances.
- + Develop and implement systems to report, manage and track frequent questions, comments, complaints, and issues, including evaluation of Program Team's effectiveness addressing complaints and providing answers. PRDOH must be able to access this system to have daily updates of status and results.
- + In coordination with PRDOH and its representatives, encourage stakeholder participation and consider their input in the implementation of the Programs. PRDOH has identified municipalities, the Puerto Rico Electric Power Authority (PREPA, as the Transmission and Distribution Grid owner), LUMA (as the Transmission and Distribution Grid operator), and community based non-governmental organizations (NGOs), among others, as critical stakeholders for the Program implementation. The list of critical stakeholders is subject to expansion as the Programs progress.
- + In coordination with PRDOH and its representatives, manage and coordinate stakeholder engagement activities with identified critical stakeholders and others according to HUD requirements established at 86 FR 32682, including the required consultation with the Federal members of the Energy Technical Coordination Team (TCT).
- + Ensure all outreach and stakeholder engagement activities are performed in compliance with PRDOH's Citizen Participation Plan and any other PRDOH guidance for outreach and stakeholder engagement.
- + Submit Stakeholder Reports upon request summarizing all the essential activities with stakeholders to PRDOH.

4.2.1 Applicant Relations & Communications

- + The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
 - + Track all inquiries in the PRDOH system of record.
 - + Coordinate outreach efforts, including call-out campaigns and letter campaigns as required by the PRDOH.
 - + Respond to applicants within a 72-hour period from the time applicants make any requests.
 - + Assist in the identification of vulnerable populations, develop and execute application intake strategies for specific geographies or applicant demographics.
 - + Refer to PRDOH any inquiries or complaints from elected offices or high-profile organizations such as mayors, representatives, or senators, media, cabinet members, etc.
 - + Document outreach efforts and outcomes.
 - + Any other task necessary to ensure proper relations with the Programs' applicants.
- + Any other tasks necessary to ensure the proper and effective completion of the Outreach Strategy and Stakeholder Engagement Task.

4.3. Task 02: Project Selection

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PRDOH will publish an application for parties interested in receiving funding from the ER2 and CEWRI-CI Programs to submit their projects. During the application period, the Program Manager(s) will provide technical assistance to prospective applicants in the development of their applications. Upon receiving applications and the application period being closed, the Program Manager(s) will be responsible for the projects' evaluation, which may entail the review of applications received for completeness, compliance with Programs' eligibility requirements, applicant's technical and financial capabilities, projects' feasibility, compliance with regulatory requirements, amongst other requirements. This may also include an underwriting process for private entities receiving funds under the Programs. The Program Manager(s) will present the results and recommendations from the projects' evaluation to the PRDOH or its designated administrative body for final determinations on project selection.

Project selection for the ER2 and CEWRI-CI Programs may be done by PRDOH using a multi-step project selection process where projects and entities may be preliminarily qualified as eligible and allowed to further develop a Project Plan for a subsequent submission and final selection by PRDOH. When a project selection determination is final, the Program Manager(s) shall aid the PRDOH and the applicant in the execution of a formal agreement (Subrecipient Agreement, Loan Agreement, or Grant Agreement; collectively "Agreement") for the allocation of Program funds and implementation of the selected projects.

To accomplish this, the Program Manager(s) shall provide services as described below:

4.3.1 Development of Project Selection Criteria and Methodology

- + Work with PRDOH and their designated representatives in the development of project selection criteria for the ER2 and CEWRI-CI Programs in compliance with CDBG-DR and CDBG-MIT requirements, Program Guidelines, HUD's Electrical Systems Eligible Activities, and Program priorities. Other criteria such as reliability, resilience, high-impact areas, cascading impacts, critical facilities, feasibility, operation and maintenance plans, or other criteria based on the Program Manager's expertise and experience may be included as part of the project selection methodology.
- + Develop feasibility criteria for each project according to CDBG-DR Energy and CDBG-MIT requirements and the Program Guidelines. The criteria must account for, at a minimum, financial viability, risk, cost reasonableness, energy output, regulatory compliance, project implementation schedules, and project business models. Additionally, the Program Manager shall develop a feasibility review process and appropriate documentation for proposed projects and conduct application reviews for financial, technical, and associated programmatic requirements.
- + Using the developed evaluation criteria and any feedback from stakeholders during the Outreach and Stakeholder Engagement process, develop, and get PRDOH concurrence on, formal Application documents for project selection, including but not limited to instructions, attachments, and exhibits for the submission of Project Applications by prospective applicants.
- + Any other necessary task to complete the development of the Project Selection Criteria and Methodology, as well as its associated documentation.

4.3.2 Technical Assistance During the Application Period

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- + Provide technical assistance to prospective applicants regarding eligibility and project application requirements during the application submission and project selection processes, including but not limited to:
 - Eligible activities;
 - National objectives;
 - Supplanting of funds;
 - Duplication of benefits;
 - CDBG regulatory requirements;
 - Energy and/or water regulatory requirements; (as applicable)
 - Permitting requirements;
 - Procurement requirements;
 - Environmental review requirements;
 - Section 3, M/WBE, Davis-Bacon and related acts requirements;
 - Project Operations and Maintenance Plan requirements;
 - Uniform Relocation Act requirements;
 - Technical requirements and industry standards and codes
- + Ensure that prospective applicants understand the requirements for project submission, as well as the requirements and conditions for implementation if the project is selected.
- + Ensure complete application packages are submitted to PRDOH for project selection.
- + Any other necessary task to ensure that prospective applicants and beneficiaries have a full understanding of the requirements and conditions of projects implemented through the Programs.

4.3.3 Technical Assistance on Project Selection

- + Provide technical assistance to the PRDOH or its designated administrative body during the evaluation and project selection process. This includes, but is not limited to:
 - Development of a work plan and definition of the responsibilities.
 - Determination and application of the necessary evaluation criteria.
 - Evaluation and analysis of applications against established evaluation criteria according to regulations, codes, and specifications.
 - Scoring of applications based on evaluation criteria.
 - Analysis of the requirements and development of the evaluation criteria in the project selection process for each project.
 - Attendance to meetings and activities necessary to collect information and make the best decisions related to project selection.
 - Evaluation of applications individually and discussions with the PRDOH or its designated administrative body.
 - Shortlisting of applications for project selection.
 - Interviews with applicants to gather additional information on their application and due diligence to acquire any clarifications needed to conduct a responsible evaluation of the applications.
 - Preparation and submission of written recommendations for project selection containing all necessary justification for the recommendations made.

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- Answering requests for clarity or additional justification via thoroughly researched, written responses.
- + Any other necessary task to ensure quality technical assistance throughout the application and project selection process.

4.3.4 Initial Project Application Review & Preliminary Project Selection

- + Perform an initial review of all Project Applications received by PRDOH. This review will include an initial screening of the applications for completeness with application and Program Guidelines requirements. The Program Manager(s) shall request from applicants all missing or additional documentation necessary for the evaluation of applications.
- + For those applications that have completed all their documentation, perform an eligibility review of both the applicant and the project. The Program Manager(s) shall document and justify all determinations of eligibility regarding eligible entities, eligible projects, and other requirements set forth in the application and Program Guidelines.
- + Prepare a Preliminary Evaluation Report setting forth the results of the initial project application review for each project, as well as recommendations on project selection. The Preliminary Evaluation Report will be submitted by the Program Manager(s) to PRDOH or its designated administrative body for final determination on initial project selection. The Program Manager(s) shall discuss the recommendations on project selection with PRDOH or its designated administrative body and, if required, apply all necessary corrections prior to the PRDOH's or its designated administrative body's selection of projects.
- + Upon the PRDOH's or its designated administrative body's decision on preliminary project selection, duly notify all applicants of the project selection determinations. For projects not selected by PRDOH or its designated administrative body the Program Manager shall include guidance for reconsideration in the notification.
- + Any other necessary task for the initial project application review and preliminary projects selection.

4.3.5 Preliminarily Selected Projects Implementation Plan Development

- + After preliminary project selection, provide technical assistance to preliminarily selected applicants for the development and submission to PRDOH of a Project Implementation Plan for final project selection. The Project Implementation Plan shall include, at minimum, the following:
 - Budget for capital, operations, and maintenance costs of the Project, including the identification of all funding sources to be used for project implementation;
 - Implementation schedule for the project;
 - Anticipated permit requirements for the project;
 - Pre-Environmental evaluation of the project, including its potential impacts, required environmental mitigation measures, and expected level of environmental review;
 - Compliance of the project with CDBG and other regulatory requirements;
 - Business model or regulatory framework for the operation of the proposed project; and

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- Cost-benefit analysis to determine project feasibility.

4.3.6 Projects Implementation Plan Review and Final Project Selection

- + Upon Project Plan submissions for preliminarily selected projects, evaluate each Project Plan for compliance with Application submission and Program Guidelines requirements. This review shall include, but will not be limited to, an analysis of:
 - The project's capital, life-cycle, maintenance, and operation costs, as well as its projected energy output to determine the Levelized Cost of Energy (LCOE) of the project;
 - The preliminarily proposed technical specifications for the project and its proposed equipment and systems useful life;
 - The project's proposed business model or regulatory framework;
 - The potential impacts of climate change for the project to increase the resilience of the electric power system to future disasters, including the preparation of standards for elevations due to sea level rise during the project's useful life.
 - The project's compliance with the provisions of Act No. 82-2010, known as the Puerto Rico Energy Public Policy on Energy Diversification by Means of Sustainable and Alternative Renewable Energy, Act No. 17-2019, known as the Puerto Rico Energy Public Policy Act, Act. No. 33-2019, known as the Puerto Rico Climate Change Mitigation, Adaptation, and Resilience Act, and any other applicable law or regulation.
 - The project's renewable energy requirement and carbon footprint reduction based on Puerto Rico's current state of law.
 - The project's long-term financial viability;
 - The risk mitigation potential of the project;
 - Any other factor deemed necessary for project selection.
- + Prepare a Feasibility Analysis and Project Selection Recommendation Report setting forth the results of the Project Implementation Plans review for each project, as well as recommendations on project selection. The Feasibility Analysis and Project Selection Recommendation Report will be submitted by the Program Manager(s) to PRDOH or its designated administrative body for final determination on project selection. The Program Manager(s) shall discuss the recommendations on project selection with PRDOH or its designated administrative body and, if required, apply all necessary corrections prior to the PRDOH's or its designated administrative body's selection of projects.
- + Upon the PRDOH's or its designated administrative body's decision on project selection, duly notify all applicants of the project selection determinations. For projects not selected by PRDOH or its designated administrative body the Program Manager(s) shall include guidance for reconsideration in the notification.
- + Any other necessary task for the Project Implementation Plan review and final project selection.

4.3.7 Capacity Assessment Support

- + Provide all necessary support to PRDOH in performing applicant assessments to determine areas for improvement in terms of administrative structure,

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procedures, policies, and personnel capacity to implement the project in compliance with CDBG-DR and CDBG-MIT requirements.

- + Provide technical assistance to the applicant to gather the required documentation for the Capacity Assessment Evaluation.
- + Any other services required by PRDOH for the capacity assessment of applicants.

4.3.8 Underwriting

- + Perform grant underwriting based on PRDOH-established underwriting criteria, and in conformance with the requirements of 24 C.F.R. § 570, Appendix A for economic development activities, inclusive of:
 - Reasonableness of project costs;
 - Verifying that all project funding sources are accurate and committed;
 - To the extent practicable, CDBG funds are not substituted for Non-Federal financial support;
 - That the project is financially feasible;
 - To the extent practicable, the return on the owner's equity investment will not be unreasonably high;
 - That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.
- + The project underwriting shall be based on, but will not be limited to, an evaluation of the following:
 - Eligibility of the proposed activity;
 - Ability to achieve National Objectives;
 - Applicant-entity type (i.e. municipality, non-profit entity, state agency, for profit entity, etc.);
 - Project complexity;
 - Applicant-entity capacity and experience in administering projects of similar scope and scale under CDBG or other federal programs;
 - Amount of funding requested;
 - Market study and feasibility analyses of proposed projects to determine the economic viability of the project in the context of the market, business, or industry being served;
 - Compliance with HUD guidelines at 24 C.F.R. § 570.209 as the financial underwriting framework for evaluating feasibility or applications, and adheres to Program Guidelines and procedures; and
 - Appropriateness of the proposed project for the location and demographics.
- + Provide technical assistance to the applicant to gather the required documentation to verify compliance with underwriting requirements.
- + Continuously improve underwriting efficiency and ensure staffing capacity to successfully execute project underwriting performance targets.
- + Any other task required by PRDOH to ensure proper project underwriting.

4.3.9 Environmental Review

- + Prior to executing an agreement to fund the project, applicants must complete an environmental review in accordance with the scope of work of each

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project. The Program Manager(s) shall oversee and provide technical assistance to applicants in the development of an Environmental Review for the project in compliance with 24 C.F.R. Part 58 and any other applicable federal, state, or local law or regulation.

- + Review the projects' Environmental Review Record to confirm compliance with all applicable laws and regulations.
- + Coordinate all communications and meetings with applicants to obtain necessary information and documentation in support of the environmental review process.
- + Review and submit to PRDOH all required forms for environmental reviews and provide all required documentation to support the environmental findings for exempt activities, activities requiring a Categorical Exclusion Not Subject to 58.5, activities requiring a Categorical Exclusion Subject to 58.5, activities requiring an Environmental Assessments, and activities requiring an Environmental Impact Statement.
- + Review applicants' activities in accordance with 24 CFR 58.22 regarding "choice-limiting actions." Inform applicants of the need to cease any work that could be determined as "choice-limiting" at the time of application and monitor adherence to established requirements.
- + Any other task to assure the environmental clearance for projects is obtained prior to execution of an award between applicants and PRDOH.

4.3.10 Agreement Execution

- + Provide all necessary support to PRDOH in the execution of the Subrecipient/Loan/Grant Agreement or Amendment(s) to implement the project in compliance with CDBG-DR and CDBG-MIT requirements.
- + Any other services as required by PRDOH for execution of agreements for projects execution.

4.4. Task 03: Project Implementation

Upon project selection, the applicant will be responsible for the coordination and performance of all design, permitting, environmental review, and construction activities and services necessary to implement and place the project in operation, from beginning to end. The Program Manager(s) will be responsible for the oversight of all design, permitting, environmental, and construction work performed by the applicant. To achieve this, the Program Manager(s) must develop and implement a monitoring plan to review and validate the project's progress and compliance with CDBG-DR and CDBG-MIT Program Guidelines, and any other applicable federal, state, and local laws, regulations, and code requirements.

4.4.1 Award Management and Scheduling

- + Become familiar with the applicant's project and the terms and conditions of CDBG-DR and/or CDBG-MIT funding provided for the project through the Agreement to be able to properly monitor and ensure compliance to PRDOH.
- + Serve as PRDOH's representative for the project and administer and enforce the terms and conditions of the Agreement for CDBG-DR and/or CDBG-MIT funding.

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- + Develop and submit for PRDOH approval a Project Implementation Monitoring Plan setting forth the activities to be performed by the Program Manager for the monitoring of the projects funded by the ER2 and CEWRI-CI Programs.
- + Establish and maintain a contact list for each applicant and its project implementation team (consultants, designers, construction contractors, inspectors, etc.), as well as of any other pertinent stakeholders of the project.
- + In conjunction with the applicant and its project implementation team, develop and maintain a detailed Project Schedule setting forth a reasonable representation of the activities – including durations, start dates, end dates, and sequencing – necessary to achieve project completion within agreed-upon timeframes.
- + Monitor the Project Schedule and update the status of the activities, at the very least, on a monthly basis. The Program Manager(s) shall duly inform the applicant and its project implementation team of any delayed activities that could have a negative impact on the project's target completion. The Program Manager(s) shall also propose solutions to get the project back on schedule whenever necessary.
- + Whenever necessary, review the schedule to add, delete, or modify baseline activities and temper the schedule to approved changes in the project's implementation.
- + Be aware of the applicant's intention or need to amend any of the contracts executed for project implementation. For each proposed amendment, the Program Manager(s) shall perform a review of the cause, need, and feasibility of proposed changes and coordinate appropriate actions regarding:
 - Eligibility and compliance with CDBG-DR and CDBG-MIT funding
 - Consistency with the Environmental Review Record
 - Whether change order requires applicant performance statement and/or ERR amendments
 - Budgetary shortfalls
 - Cost reasonableness
 - Schedule overruns
 - Sign-off recommending approval.
- + Review pending project implementation contract documents and any amendments to existing contracts prior to execution to ensure applicants, contractors, and subcontractors are in compliance with CDBG-DR and/or CDBG-MIT requirements.

4.4.2 Property Acquisition Monitoring & Technical Assistance

- + Provide technical assistance to applicants regarding requirements for acquisition activities, including development and dissemination of guidance documents regarding the Uniform Relocation Assistance and Real Property Acquisition Act (**URA**), Commonwealth of Puerto Rico, PRDOH, and local rules for property acquisition.
- + Coordinate with and support PRDOH Monitoring Team efforts in monitoring applicant property acquisition activities, including providing project- and applicant-specific information.
- + Ensure that property acquisition is in connection with the CDBG-DR and/or CDBG-MIT funded project. Applicants must ensure ownership with the proper

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documentation for every property involving a CDBG-DR and/or CDBG-MIT project.

- + Ensure property acquired for a CDBG-DR and/or CDBG-MIT project is legally recorded and properly filed with the Puerto Rico Property Registry.
- + Monitor that all property acquisition activities comply with all requirements of 49 C.F.R. Part 24 – Uniform Relocation Assistance and Real Property Acquisition, HUD rules at 2 C.F.R. 200.311, and HUD Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378.0). At the appropriate checkpoints, the Program Manager(s) must provide oversight and review of acquisition documents and activities, including but not limited to: Voluntary Real Property Acquisitions, Involuntary Real Property Acquisitions, Relocation and Tenant Assistance, Recordkeeping and Reporting.
- + In cases where the applicant decides to lease rather than purchase a property:
 - Obtain from the applicant the terms of the proposed lease and an estimate of the Property value prior to project execution;
 - Evaluate in consultation with PRDOH's Legal Division, the lease agreement based on:
 - Duration – The lease should be for a duration that is, at minimum, as long as the anticipated life of the project.
 - Cost – The cost of the lease must be reasonable and will be compared to the cost of an outright purchase.
 - Compliance with the URA – If the duration of the lease is less than fifteen (15) years, PRDOH will determine that the duration was not established for the intentional purpose of avoiding the requirements of URA.
- + When the applicant sends the property owner a Written Offer to Purchase, along with the written Statement of the Basis of the Determination of Just Compensation and the property is tenant- or owner-occupied:
 - Ensure that the applicant issues a written Notice of Displacement within thirty (30) days of the date specified for the initiation or negotiation; and
 - Confer with the applicant to determine the appropriate relocation procedures to be followed.
- + At the time of the conclusion of Final Negotiations prior to execution of the property acquisition agreement:
 - Review the agreement to ensure any amount exceeds fair market value can be reimbursed under the CDBG-DR and/or CDBG-MIT programs; and
 - Issue written documentation of Authorization or Denial to the applicant which includes the date and initials of the Program Director or his authorized representative.

4.4.3 Project Procurement Monitoring

- + Become familiar with the provisions and requirements of PRDOH's (i) Procurement Manual for the CDBG-DR Program, (ii) procurement standard operating procedures, and (iii) the procurement requirements of 2 CFR 200. The Program Manager(s) is expected to be proficient in providing technical assistance and guidance to Applicants on their procurement processes.

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- + Provide technical assistance prior to and during procurement processes undertaken by Applicants to ensure that such processes are compliant with applicable procurement requirements and procedures.
- + Review documentation generated by Applicants throughout the procurement process to assess compliance with applicable procurement requirements and procedures.

4.4.4 Project Design Development Monitoring

- + Ensure that all design work is performed by licensed engineers in Puerto Rico with the proper knowledge and expertise to perform the design services.
- + Review design documents delivered by applicant and prepare reports of the review to determine completeness of documentation, fatal flaws, and consistency with the project scope in the approved application and Environmental Review Record. For each review, the Program Manager(s) must provide review comments and cause the applicant to address such comments for subsequent design submittals. The Program Manager(s) must provide the applicant with feedback of results and provide guidance and recommendations to be implemented in the project.
- + Review cost estimates prepared by the applicant and coordinate with the applicant any revision or clarification to assure the cost estimate complies with CDBG-DR and CDBG-MIT requirements.
- + Provide the applicant and its project implementation team (consultants, designers, construction contractors, inspectors, etc.) with technical assistance and program guidance regarding CDBG-DR and/or CDBG-MIT requirements.
- + Review the applicant's Architect/Engineer's (A/E) design documentation and provide technical assistance, as necessary, regarding:
 - Quality of Architectural and/or Engineering drawings, Contract documents and technical specifications to ensure generally accepted design practices are utilized.
 - Fatal flaws in the project design, permitting, schedule, or procurement methods.
 - Consistency with the project performance statement in the Agreement or Scope of Work to determine whether an amendment to either document is required.
 - Consistency with the project's environmental review record.
 - Whether the project development documents contain all relevant federal and local requirements that the contractor must abide by, and the plans and specifications include the appropriate prescriptive and performance specifications to describe the desired results for project construction.
 - Conformity with the relevant CDBG-DR and CDBG-MIT grant.

4.4.5 Project Permitting Monitoring

- + Prepare and submit reports to PRDOH on the status of all permits and endorsements required for the execution of the project. Regulatory Agencies that normally need to be consulted include, but are not limited to:
 - The Office of Permit Management (**OGPe**),
 - The Department of Natural and Environmental Resources (**DNER**),
 - The Puerto Rico Fire Department (**PRFD**),

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- The Puerto Rico Police Department (**PRPD**),
 - The Puerto Rico Department of Health (**PRDOHe**),
 - The Puerto Rico Department of Sports and Recreation (**PRDSR**),
 - The Puerto Rico Aqueduct and Sewer Authority (**PRASA**),
 - The Puerto Rico Department of Transportation and Public Works (**DTPW**),
 - The Puerto Rico Electric Power Authority (**PREPA**),
 - The Puerto Rico Telecommunications Board (**PRTB**),
 - The Fish and Wildlife Service (**FWS**),
 - The State Historic Preservation Office (**SHPO**),
 - The Puerto Rico Institute of Culture (**PRIC**),
 - The U.S. Army Corps of Engineers (**USACE**),
 - The U.S. Environmental Protection Agency (**EPA**), and
 - Municipalities
- + Due to the type of projects to be funded under the ER2 and CEWRI-CI Programs, consultations with the Puerto Rico Energy Bureau (**PREB**) and other federal, state, and local regulatory entities related to power generation may be required for projects.
 - + Guide the applicant and its project implementation team with the submission of requests for permits and endorsements to Regulatory Agencies as soon as the necessary documents for submission are ready, during any phase of the design process and avoiding negative impacts to the project schedule.
 - + Follow up with the applicant and its project implementation team to assure that all notifications and recommendations from regulatory agencies for the project are obtained and that the recommendations are implemented in the project's design. The Program Manager(s) shall obtain copies of all communications with regulatory agencies regarding permits and endorsements.
 - + Ensure the applicant and its project implementation team obtains all required permits and endorsements for the project prior to completion of the project's design and the commencement of construction activities; and that such permits and endorsements are maintained so long as they are required to undertake project activities.
 - + Ensure the applicant and its project implementation team close all permits and endorsement obtained for the project with the corresponding Regulatory Agency. The Program Manager(s) shall obtain evidence of each permit's closure.

4.4.6 Environmental Compliance Monitoring

- + Oversee the federal and state environmental process for each project in compliance with Puerto Rico Environmental Public Policy Act (Act 416) and the National Environmental Policy Act (NEPA) for each project.
- + Monitor each project's compliance with the requirements of the Environmental Review Record. Any deviations from the Environmental Review Record shall be duly informed to all parties by the Program Manager(s). If required, the Program Manager(s) shall cause the applicant to perform an environmental re-evaluation and/or mitigation activities to ensure compliance.
- + Coordinate all environmental related activities with PRDOH and its designated representatives and regulatory agencies such as HUD, SHPO, and the Puerto Rico Department of Health (PRDOH).

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- + Validate the environmental impacts of each project based on the data provided by applicants and local and federal agency evaluations.
- + Monitor and determine the necessity for the completion of necessary survey, engineering, and construction requirements for flood zones, regulated Coastal Barrier Resource Areas, and National Wetlands Inventory wetlands.
- + Review applicants' activities in accordance with 24 CFR 58.22 regarding "choice-limiting actions." Inform applicants of the need to cease any work that could be determined as "choice-limiting" at the time of application and monitor adherence to established requirements.
- + Monitor the implementation and compliance of any environmental mitigation requirements (wetlands, historic preservation, abatement, etc.) necessary for the project in accordance with the requirements of the Environmental Review Record.

4.4.7 Construction Monitoring

- + Monitor that the applicant has, whenever required, a Resident Inspector on site, who is a licensed engineer in Puerto Rico, to ensure compliance of the construction works with the project's design and specifications.
- + Become familiar with applicant's construction contract and schedule to establish a plan for monitoring activities. Once a Notice to Proceed is issued for construction, the Program Manager(s) must be prepared to implement the monitoring plan, develop all necessary monitoring reports, and submit reports to PRDOH.
- + Assure that all contractors, subcontractors, and other participants of the project fully understand the project's design and requirements at every stage, including any permitting or endorsement condition, prior to the beginning of construction.
- + Review selected project submittals for Project Execution Plan, Quality Plan, Safety Plan, Construction Waste Management Plan, Sustainability Plan, Monthly Reports, and Schedule Updates, among others to be selected by PRDOH.
- + Review and provide recommendations for change orders submitted to PRDOH or its authorized representative, including technical evaluation of cost reasonableness and time impact analysis.
- + Conduct monitoring site visits to, amongst other things:
 - Review construction progress meeting minutes, punch lists, and outstanding issues.
 - Attend periodic construction meetings to discuss progress and outstanding issues of the project.
 - Walk the project site to inspect the work, document it, and corroborate progress made and the overall project compliance with the design, the environmental review record, and any applicable laws, regulations, and codes.
 - Review contractor and subcontractor files to assure compliance with cross-cutting requirements, including insurance, Section 3, M/WBE, and Wage Compliance requirements.
 - Identify and document unforeseen conditions, resolve issues early, and keep the work flowing.
 - Corroborate that work milestones are being met.

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- Monitor that all materials and equipment incorporated into the project comply with the design and technical specifications, and that such materials and equipment have been evaluated and approved by the designer for incorporation into the project.
- Monitor the project's compliance with applicable green building standards as required by CDBG-DR and/or CDBG-MIT. The Program Manager will clearly communicate the appropriate standards in use for each project to PRDOH and all other relevant stakeholders and validate project's compliance.
- Oversee compliance with electric power system industry standards (such as North American Electric Reliability Corporation (NERC) and Institute of Electrical and Electronics Engineers (IEEE)) related to resiliency, quality, durability, efficiency, and sustainability for each project.
- + Deliver timely and clear weekly and monthly reports both for the program and each project concerning construction progress, milestones, and other elements, as required by PRDOH. The format of the weekly and monthly reports will be agreed to between the Program Manager(s) and PRDOH during the provision of services.
- + Participate in the project's Substantial Completion/Punch List inspection and provide feedback to the applicants regarding the project's completion and minor deficiencies that need correction. The Program Manager(s) shall review the results of the Substantial Completion inspection.
- + Participate in the project's Final Completion inspection and provide feedback to the applicant regarding the project's completion. The Program Manager(s) shall review the results of the Final Completion inspection.

4.4.8 Commissioning, Operations and Maintenance

- + Be aware of any commissioning processes planned for the project and ensure that such commissioning processes are performed by qualified professionals and in accordance with the applicable industry standards and the project's technical specifications.
- + Review all commissioning reports issued for the project and corroborate that all systems are working in accordance with the design intent.
- + Review the applicant's Operations and Maintenance Plans, system manuals, commissioning requirements, plans, and documentation related to service start-up and long-term operations and maintenance.

4.4.9 Section 3, M/WBE, Davis Bacon, Fair Housing, and Occupational Safety and Health

- + Provide training to, and monitor the compliance of, applicants and their project implementation team (consultants, designers, construction contractors, inspectors, etc.) with Section 3 of the Housing and Development Act of 1968, Minority/Women-Owned Business Enterprise, Davis-Bacon Act, Work Hours and Safety Standards Act, Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations.
- + Assure that the project provides a safe workplace and must validate that applicant includes provisions in the construction contract documents that stipulates that the contractor must develop and implement a Health and

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Safety Plan in compliance with Occupational Safety and Health Administration (OSHA) requirements. The Program Manager shall review, become familiar with, provide feedback on, and monitor the implementation of the project's Health and Safety Plan.

4.4.10 Review and Recommendation of Payment Requests

- + Provide technical assistance to the applicant and its project implementation team on the preparation and submission of a duly complete and justified invoice for work completed to the PRDOH for disbursement.
- + Upon submission by the applicant, promptly review, validate, and recommend for payment all invoices submitted by the applicant in relation to the project's implementation.
- + Upon PRDOH's or its authorized representative's request, address and/or cause the applicant to address any issues or requests for clarification needed for the disbursement of funds to the applicant.

4.5. Task 04: Administrative Closeout

Upon the applicant's project meeting all programmatic, regulatory/legal, and operational requirements to be placed in service and verification that service has begun, the Program Manager(s) will proceed with administrative closeout of the project. This task shall include the following:

- + Conduct Project Closeout, verifying completion of, at a minimum, the following:
 - Certificate of Substantial Completion.
 - Completed Punch List.
 - Design Team Approvals.
 - Permit Approvals and Closeouts.
 - Inspection Certificates.
 - Lien Waivers.
 - Final Pay Application.
 - Any other relevant documentation of the Project Closeout stage.
- + Ensure that all supporting documentation is included in the application file and obtain any missing documents to complete the application file.
- + Prepare, review, and submit project closeout checklist.
- + Ensure compliance with 2 CFR 200 Subpart F, 24 CFR §570.509, CPD Closeout Notices, CDBG-DR and CDBG-MIT Closeout Process, as applicable.
- + Any other tasks necessary to ensure the proper closeout of the Program(s) applications.

4.6. Additional Services

Some projects may require additional services, surveys, studies, or tests than those established in this Scope of Service. These are considered Additional Services by PRDOH. For such services, the Contract will include an allowance.

Whenever Additional Services are required, the Program Manager(s) shall develop an Additional Service Work Plan, including a justification of need for the service, the scope of work, the credentials of the staff to perform the services, a schedule, the costs, and a list of deliverables to be prepared. The Additional Services Work Plan shall be submitted by the Program Manager(s) to the PRDOH through a Request for Approval (RFA) prior to the Program Manager(s) performing the services. PRDOH will evaluate each Additional

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Service for need and cost reasonableness and, if determined to be of need and in the best interest of the project, approve the performance of the services by the Program Manager(s). No Additional Service shall be performed by the Program Manager(s) without the written approval of PRDOH. For each Additional Service approved, the contract budget allowance amount will be reduced by the amount approved.

If the cost of any Additional Services is more than \$10,000 (the micro-purchase procurement threshold) then the Program Manager(s) shall submit to PRDOH at least three (3) economic proposals for the Additional Services. These three (3) economic proposals must be from different Subcontractors for the performance of the Additional Service. One of the economic proposals may consider the performance of the Additional Service with the Program Manager(s)' own staff if the Program Manager(s) has the internal capacity to perform them.

Additional Services may include, but are not limited to:

4.6.1 Environmental Surveys and Assessments

The services required under this task include, but are not limited to, the completion of environmental site assessments.

- + A field observation report will be required on every project structure/location to assess the visible aspects of the structure. This includes obtaining a GPS location (to six figures after the decimal point), photographs to assist in defining the structure, a visual determination if there are any potential environmental concerns, and other items of interest.
- + Perform hazardous materials Environmental Site Assessments (**ESAs**) and prepare hazardous waste remediation plans.
- + Perform a record review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- + Perform field observations and testing to determine if a project site is contaminated from past or present on-site and/or off-site activities, including, at minimum, undertaking Phase I consistent with applicable American Society for the Testing of Material protocols.
- + Where contamination is present, identify the appropriate mitigation measure, the contaminant of concern, and the location of the contaminant.
- + Notify PRDOH of any other requirements, studies, reviews, and/or assessments.

4.6.2 Environmental Review

For some projects, the Program Manager(s) may need to conduct environmental reviews. To perform the projects' environmental reviews the Program Manager(s) must initiate meetings with PRDOH and project owner/sponsor staff, as well as any other pertinent stakeholders, and will be responsible for preparation of required publication notices on an as-needed basis with the required level of clearance. The Program Manager(s) will coordinate with PRDOH on the publication of notices.

Environmental reviews must, at minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Public Law

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115-56), the National Environmental Public Policy Act (including implementation regulations at 40 C.F.R. 1500, 24 C.F.R. 55 and 25 C.F.R. 58), the Environmental Public Policy Act of Puerto Rico, as amended (Act No. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Act No. 161-2009) along with any other local environmental review requirements. The Program Manager(s) will create an Environmental Review Record (**ERR**) meeting the aforementioned legal requirements and documenting PRDOH's review and compliance with the federal authorities listed in 24 C.F.R. 58. This will include structure verification of dates of construction with aerial images, and the preparation of forms, as needed, by staff meeting the Secretary of Interior's (**SOI**) Professional Qualifications Standards for Architecture or Architecture History for submission to the State Historic Preservation Office (**SHPO**) to comply with consultation requirements set forth in the Programmatic Agreement between SHPO, FEMA, HUD, COR3, and PRDOH.

The Program Manager(s) will evaluate the feasibility of the proposed project in relation to the required level of environmental review and make recommendations to PRDOH as to the appropriate level of review (e.g. Exempt, Categorically Excluded, Environmental Assessment, Environmental Impact Statement, etc.). The Program Manager(s) will be responsible for coordinating with the PRDOH, the project owner/sponsor, and the regulatory agencies to assure permits and/or compliance documentation is obtained for each ERR.

The Program Manager(s) will evaluate comments and questions received during the public comment period of ERRs and support in addressing such comments, modifying, and updating the ERR documentation accordingly. The Program Manager(s) shall also prepare and submit to PRDOH the Requests for Release of Funds (**RROF**).

The Program manager(s) shall assure that any requirement or conditions resulting from the Environmental Review process of each project is clearly communicated to bidders during the construction procurement process.

4.6.3 Outreach Materials and Digital Content Production and Event Coordination

In performance of Task 01: Outreach Strategy and Stakeholder Engagement, it may be necessary for the Program Manager(s) to create, produce, and disseminate outreach materials and digital content and coordinate logistics for outreach and stakeholder engagement events. These additional services may include, but are not limited to:

- + Production of outreach and event materials.
- + Acquisition and supply of outreach and stakeholder engagement event space, event furniture, and audiovisual equipment.

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5. Deliverables¹

Deliverables shall be considered those tangible and resulting work products which are to be delivered to the PRDOH. All deliverables and resulting work products from this contract will become the property of the PRDOH. The Proposer(s) shall certify the accurateness of its deliverables to the PRDOH.

The key deliverables to be provided include, but are not limited to, the following:

- + Under the General Program Management and Administration Task, the following deliverables will be required for submission to PRDOH:
 - Training Plan on all topics for which training to Applicants to be submitted within thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Communications Plan to be submitted within thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Contractor Organization Chart to be submitted within thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Monthly Program Progress report to be submitted within five (5) days of the closing of the previous month; and
 - Any other deliverable required by PRDOH.
- + Under the Outreach Strategy and Stakeholder Engagement Task, the following deliverables will be required for submission to PRDOH:
 - Outreach and Stakeholder Engagement Plan to be submitted within thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Monthly Stakeholder Meeting Calendar to be submitted on a monthly basis every fifth (5th) day of the month;
 - Monthly Stakeholder Engagement Reports to be submitted on a monthly basis every fifth (5th) day of the month;
 - Stakeholders Key Staff and Contact Information to be submitted within thirty (30) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Any other deliverable required by PRDOH.
- + Under the Project Selection Task, the following deliverables will be required for submission to PRDOH:
 - Project Feasibility Criteria to be submitted within ninety (90) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Project Underwriting Procedure to be submitted within ninety (90) calendar days from the execution of the contract and updated and resubmitted as needed as the contract is implemented;
 - Preliminary/Pre-Qualified Application Review Reports to be submitted within sixty (60) calendar days from the closing of application intake;
 - Feasibility Analysis/Technical Review Reports to be submitted within ninety (90) calendar days from the submission of Project Plans by Applicants;

¹ The deliverable submission timeframes specified in this Scope of Services are estimates based on similar services performed and deliverables submitted during the implementation of previous PRDOH contracts. Precise deliverable submission timeframes will be determined by PRDOH once a Program Manager(s) has been selected.

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- Recommended Project Packages to be submitted within ninety (90) calendar days from the submission of Project Plans by Applicants;
 - Any other deliverable required by PRDOH.
- + Under the Project Implementation Task, the following deliverables will be required for submission to PRDOH:
- Quality Control and Assurance Plans to be submitted within thirty (30) calendar days from the execution of the grant agreement and updated and resubmitted as needed as projects are implemented;
 - Design and Permitting Monitoring Plans to be submitted within thirty (30) calendar days from the execution of the grant agreement and updated and resubmitted as needed as projects are implemented;
 - Monthly Project Progress and Compliance Reports setting forth the overall status of projects and the compliance of the project with applicable requirements (design, permitting, environmental, procurement, construction, Section 3, M/WBE, wages, safety, green building standards, etc.) to be submitted within seven (7) calendar days of the closing of the previous month;
 - Determination Reports on Payment Request to be submitted to the Applicant and the PRDOH within seven (7) calendar days of the Applicant submitting its payment requests;
 - Change Order Request and Review Reports to be submitted to the Applicant and the PRDOH within ten (10) calendar days of the Applicant submitting change orders to the Program Manager; and
 - Any other deliverable required by PRDOH.
- + Under the Administrative Closeout Task, the following deliverables will be required for submission to PRDOH:
- Monthly Project Closeout Reports to be submitted within seven (7) calendar days of the closing of the previous month for projects that have achieved Final Completion and until such time when Administrative Closeout of the Project is achieved;
 - Any other deliverable required by PRDOH.
- + Should the Additional Services: Environmental be required and the Allowance granted, the following deliverables will be required for submission to PRDOH within timeframes determined by PRDOH once a Program Manager(s) has been selected:
- Site Investigation and Inspection Reports;
 - Testing Reports;
 - Publication Notices;
 - Hazardous Waste Remediation Plans;
 - Hazardous Waste Remediation Activity and Compliance Reports; and
 - Any other deliverable required by PRDOH.

The Program Manager(s) shall be responsible for completing the activities outlined in this Scope of Services. The Selected Program Manager(s) shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

END OF SCOPE OF WORK

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ATTACHMENT C COMPENSATION SCHEDULE

Tetra Tech, Inc.

Program Management Services for ER2 and CEWRI CI Request for Proposals No. CDBG-DRMIT-RFP-2022-08

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour provided by the Program Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2022-08.

Positions	Qty.	Hours*	Rate Per Hour	Total Cost
Key Staff				
Program Manager	1	5,670	\$225.00	\$1,275,750.00
Environmental Compliance Officer	.50	2,560	\$155.00	\$396,800.00
Regulatory Compliance Officer	1	0	\$155.00	\$0.00
Energy Regulatory Compliance Officer	1	0	\$185.00	\$0.00
Outreach & Stakeholder Engagement Coordinator	1	5,120	\$105.00	\$537,600.00
Operations Manager	1	0	\$185.00	\$0.00
Financial Manager	1	0	\$155.00	\$0.00
Additional Staff				
Project Manager	1	5,380	\$148.00	\$796,240.00
Project Coordinator	6	31,764	\$95.00	\$3,017,580.00
Construction Oversight Manager	1	0	\$130.00	\$0.00
Environmental Reviewer	1	4,320	\$118.00	\$509,760.00
Engineer	1	0	\$163.00	\$0.00
Underwriting Analyst	1	0	\$115.00	\$0.00
Data Analyst	0.25	1,188	\$120.00	\$142,560.00
Subject Matter Expert	.50	1,680	\$230.00	\$386,400.00
Total Cost Per 36 Months – Key Staff				\$2,210,150.00
Total Cost Per 36 Months -Additional Staff				\$4,852,540.00
Total Allowance				\$420,000.00
TOTAL COST OF STAFF AND ALLOWANCES FOR 36 MONTHS				\$7,482,690.00

*The hours represent total hours per position, not per person under each position.

The following Price Form notes will apply to all recommended distribution mentioned above.

Notes on Key Staff Costs

- Key Staff are expected to work for both the ER2 and CEWRI-CI Programs. To determine a total proposal cost for each Program, a distribution of the Key Staff of 75% to the ER2 Program and 25% to the CEWRI-CI Program shall be considered. This does not limit the amount of effort that a selected proposer may spend on either program under a

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contract with PRDOH.

- 2) Estimated Quantity of Hours represents the expected level of effort in hours for each position during the initial three (3) year contract term. Should not be interpreted as a cap on the allowed level of effort per position.
- 3) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 4) Estimated Total Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Hours per Month and the Rate Per Hour proposed. Should not be interpreted as a cap on the allowed billing per position.
- 5) Key Staff Estimated Sub-Total Cost represents the maximum amount that the Contractor is allowed to invoice for the Key Staff positions. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the Key Staff Estimated Sub-Total Cost.

Notes on Additional Staff for ER2 Program Costs

- 1) Additional Staff are expected to work for the ER2 Program. Staff may divide their time between the ER2 and CEWRI-CI Programs. The quantities and amounts in the Additional Staff for the ER2 Program Cost Table are those pertaining to the expected efforts on the ER2 Program only.
- 2) Estimated Quantity of Resources represents the quantity of Additional Staff that is expected to be assigned to work on the ER2 Program. This includes Additional Staff working on a full- or part-time basis for the ER2 Program. Should not be interpreted as a cap on the allowed quantity of staff per position.
- 3) Estimated Quantity of Hours represents the expected level of effort for the ER2 Program, in hours, for each position during the initial three (3) year contract term. Should not be interpreted as a cap on the allowed level of effort per position.
- 4) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 5) Estimated Total Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Hours and the Rate Per Hour proposed. Should not be interpreted as a cap on the allowed billing per position.
- 6) Key Staff Sub-Total Cost represents the maximum amount that the Contractor is allowed to invoice for the Additional Staff positions of the Program Management Services for the ER2 Program. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the ER2 Additional Staff Estimated Sub-Total Cost.

Notes on Additional Staff for CEWRI-CI Program Costs

- 1) Additional Staff are expected to work for the CEWRI-CI Program. Staff may divide their time between the ER2 and CEWRI-CI Programs. The quantities and amounts in the Additional Staff for the CEWRI-CI Program Cost Table are those pertaining to the expected efforts on the CEWRI-CI Program only.
- 2) Estimated Quantity of Resources represents the quantity of Additional Staff that is expected to be assigned to work on the CEWRI-CI Program. This includes Additional Staff working on a full- or part-time basis for the CEWRI-CI Program. Should not be interpreted as a cap on the allowed quantity of staff per position.

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- 3) Estimated Quantity of Hours represents the expected level of effort for the CEWRI-CI Program, in hours, for each position during the initial three (3) year contract term. Should not be interpreted as a cap on the allowed level of effort per position.
- 4) Rate Per Hour includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 5) Estimated Total Cost Per Position represents the estimated cost of positions based on the Estimated Quantity of Hours and the Rate Per Hour proposed. Should not be interpreted as a cap on the allowed billing per position.
- 6) Key Staff Sub-Total Cost represents the maximum amount that the Contractor is allowed to invoice for the Additional Staff positions of the Program Management Services for the CEWRI-CI Program. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the CEWRI-CI Additional Staff Estimated Sub-Total Cost.

Notes on Sub-Total Proposal Cost for SIH-MIT Program

- 1) Sub-Total Proposal Cost for ER2 Program represents the total maximum cost for Program Management Services under the ER2 Program if the Proposer is awarded a contract by PRDOH, assuming that Key Staff positions employ 75% of their allotted time in the ER2 Program and including Additional Services Allowances for the ER2 Program.
- 2) Sub-Total Proposal Cost for CEWRI-CI Program represents the total maximum cost for Program Management Services under the CEWRI-CI Program if the Proposer is awarded a contract by PRDOH, assuming that Key Staff positions employ 25% of their allotted time in the CEWRI-CI Program and including Additional Services Allowances for the CEWRI-CI Program.
- 3) Total Proposal Cost represents the total cost for Program Management Services for both the ER2 and CEWRI-CI Programs, including contract allowances for Additional Services.
- 4) PRDOH reserves the right to contract Program Management Services, at its discretion and in the best interest of the CDBG-DR and CDBG-MIT Programs, with one Contractor for both the ER2 and CEWRI-CI Programs, with one Contractor for the ER2 Program and another for the CEWRI-CI Program, or with multiple Contractors for both the ER2 and CEWRI-CI Programs.
- 5) If the PRDOH should determine to contract the Program Management Services with multiple Contractors the work will be divided amongst the Contractors. Therefore, contracts may be executed for amounts lower than the Total Proposal Cost. The contract amounts under a multiple award scenario, including the amount set aside for allowances, will be established by PRDOH in the Notice of Award.
- 6) Proposers shall attach to this Price Form a Staffing Plan. The Staffing Plan must show the expected levels of effort and billing amounts of each Key and Additional Staff position during the initial three (3) year contract term. The Staffing Plan must show the levels of effort by Program on a quarterly basis. The Proposer shall consider bringing staff only when required for services under the contract. The Staffing Plan shall support the Estimated Quantity of Resources and Estimated Quantity of Hours in Tables 01, 02, and 03. Additionally, the Staffing Plan shall summarize the estimated hours and costs per position per year of the contract (i.e. Year 01, Year 02, and Year 03).

Additional Notes on the Notice of Award letter

- 1) According to the Notice of Award letter dated April 05, 2023, Tetra Tech, Inc was awarded the Program Management Services related to the CEWRI-CI Program for a period of three (3) years with an optional annual extension of up to two (2) additional years. The Compensation Schedule accounts only for the CEWRI-CI program staff and does not include the ER2 program.

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Additional Notes on Key Staff Costs

- 1) This note supersedes Note #1 on Key Staff Costs above. The compensation schedule has been modified from the one included in the Notice of Award letter dated April 05, 2023 to account for having full time Key Staff in the positions of Program Manager and Outreach & Stakeholder Engagement Coordinator, and a part-time (50%) Environmental Compliance Officer.

Additional Notes on Additional Staff for CEWRI-CI Program Costs

- 1) This note supersedes Note #1 on Additional Staff for CEWRI-CI Program Costs above. The compensation schedule has been modified from the one included in the Notice of Award letter dated April 05, 2023 to account for Additional Staff for the CEWRI-CI Program only. The modifications are: One (1) Project Manager, Six (6) Project Coordinators, One (1) Environmental Reviewer, One (1) Part-Time (25%) Data Analyst and One (1) Part-Time (50%) Subject Matter Expert for the initial contract duration of 36 months.

END OF COMPENSATION SCHEDULE

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT D

PERFORMANCE REQUIREMENTS

Program Management Services

Community Energy and Water Resilience Installations – Community Installations Subprogram (CEWRI-CI)

Request for Proposals No. CDBG-DRMIT-RFP-2022-08

INTRODUCTION

This document represents performance metrics and requirements for Program Management Services. The Contractor shall adhere to the requirements of this document. The Contractor shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Work included as Attachment B of the Contract.

The requirements and metrics included in these Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit. Modifications shall become binding between the parties upon agreement and will not require an amendment to the contract.

LIQUIDATED DAMAGES & PENALTIES

The Contractor shall pay to PRDOH, as liquidated damages, \$150.00 for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum of \$1,500.00 per deliverable. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

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PERFORMANCE METRICS

TASK	SUBTASK	DELIVERABLES	TIMEFRAME
1.0 Outreach Strategy and Stakeholder Engagement Task	-	Outreach and Stakeholder Engagement Plan	Plan shall be submitted no later than thirty (30) calendar days from contract execution.
		Document Development	The development of documents required to execute and report on Community Surveys shall be submitted no later than twenty (20) calendar days from contract execution.
		Community Engagement Visits	Community visits shall start no later than five (5) calendar days from the submission of the Outreach and Stakeholder Engagement Plan.
		Community Survey Report	Community surveys, including reports, shall be completed within thirty (30) calendar days from the Community's initial Outreach Event.
2.0 Project Selection Task	Development of Project Selection Criteria and Methodology	Submit Community Project Feasibility Criteria	Per community, no later than ninety (90) calendar days from the execution of the contract.
3.0 Project Implementation	Project Procurement Monitoring	Assist in Development of Procurement Package	Procurement package draft to be submitted no later than thirty (30) calendar days from completing the Community's survey.
	Review and Recommendation of Payment Requests	Submit Determination Reports of Payment Request	No later than seven (7) calendar days of the Contractor's Submission of payment requests.

- End of Attachment -

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INSURANCE REQUIREMENTS

Program Manager Services

Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

SPECIAL INSURANCE SPECIFICATIONS

For Professional Services

Request for Proposals CDBG-MIT-RFP-2022-08

- A. The successful proposer before commencing to work, or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Puerto Rico Department of Housing (*PRDOH)**, original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements as agreements required under the special contractual conditions as per the following:

1. **(X) State Insurance Fund Workers' Compensation Insurance Policy**

In accordance with the Puerto Rico Workmen's Compensation Act No. 45, to facilitate its acquisition, the ***PRDOH** shall provide a letter to the successful proposer addressed to the State Insurance Fund.

2. **(X) Commercial General Liability (Special Form) including the following insurance coverage**

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$500,000 (Any one Fire)
• Medical Expense	\$20,000 (Any one person)
• Personal Property under Care Custody and control	\$1,000,000
• Garage Liability and Garage-Keeper Legal Liability Form	\$1,000,000

INSURANCE REQUIREMENTS
Program Manager Services
Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000
• Bodily Injury by Disease	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000

3. (X) Comprehensive Automobile Liability Form including the following insurance coverages

LIMIT	
• Auto Liability -	\$3,000,000
• Physical Damages -	\$3,000,000
• Medical Payments -	\$ 20,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

4. (X) Professional Liability for and not limited to Program Manager, Operations Manager, Financial Manager, Environmental Compliance Officer, Regulatory Compliance Officer, Energy Regulatory Compliance-Officer, Outreach & Stakeholder Engagement Coordinator and any subcontractor related to the Program Management Services.

(X) A. Risk, interest, location and limits

(X) A. 1 Description of work to be done

(X) A. 2 Limits:

(X) each occurrence	\$3,000,000
(X) Aggregate	\$3,000,000
(X) Deductible	\$ 20,000

(X)A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

INSURANCE REQUIREMENTS
Program Manager Services
Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

5. (X) Cyber Liability

Limit - \$3,000,000

6. (X) Umbrella

Limit - \$10,000,000

7. (X) The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing (*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.***

- a. (X) Breach of warranty
- b. (X) Waiver and / or Release of Subrogation
- c. (X) Additional Insured Clause
- d. (X) Hold Harmless Agreement
- e. (X) 30 Days Cancellation Clause

8. (X) The insurance carrier or carriers, which will present said certificates of insurance, must have at least a B+ rating according to the AM Best Rating Guide.

B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to the following:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according by the "Best Rating Guide".
3. Submit to the ****PRDOH*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

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INSURANCE REQUIREMENTS
Program Manager Services
Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.

C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER AS THE PRIME CONTRACTOR:

The **successful proposer**, as the prime contractor, has the duty to require each of the subcontractors or subcontractor to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work, or being authorized to commence work the **successful proposer** has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Contract Division, Insurance Section of the ***PRDOH**.

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INSURANCE REQUIREMENTS
Program Manager Services
Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

All insurance policies shall remain in effect for the entire contractual period, in case of any order of change and/or amendment resulting in alteration of the original project completion date or total original cost; the **successful proposer** shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the **"Special Conditions of Insurance and Bonds"** as set forth in this Insurance Requirements prevail over any other insurance specifications.

****PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.***

E. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned **"Insurance and Bonds Special Conditions"** after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

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INSURANCE REQUIREMENTS
Program Manager Services
Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

DESCRIPTION OF THE SERVICES:

Professional Services

PROGRAM MANAGER SERVICES FOR

Electric Power Reliability and Resilience Program (ER-2) and
Community Energy and Water Resilience Installation
Community Installations Subprogram (CEWRI-CI)
Community Development Block Grant-Disaster Recovery Energy

And

CEWRI-CI Subprogram

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June 29, 2022

Date Review 04-10-2023

Sonia Damaris Rodríguez

Sonia Damaris Rodríguez
Insurance Specialist
CDBG-DR Program



ATTACHMENT F

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

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General Provisions:

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1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

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5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

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6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides

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that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

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15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

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The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

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The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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20. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act

of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

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During the performance of this Agreement, the CONTRACTOR agrees as follows:

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- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

CLEAN AIR ACT

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

- 3)---The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

WATER POLLUTION CONTROL ACT

- 1)---The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*
- 2)---The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3)---The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified

in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

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organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

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31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

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32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

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36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

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The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

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39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

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When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

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Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

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CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

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46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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APPENDIX C
CONTRACTOR CERTIFICATION
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO
CONTRACTS REVIEW POLICY

Tetra Tech, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services for ER2 and CEWRI CI** contract by and between the **Puerto Rico Department of Housing** and **Tetra Tech, Inc.:**

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

- **Quest Development and Finance, LLC**
Name: Mariela Quiñones, CEO (**no additional Stakeholders**)
Address: 33 Calle Resolución, Suite 701A, San Juan, PR 00920
Phone: (787) 366-8424
E-Mail: marielaquinones1@yahoo.com
Services: Program Management Staffing & QA/QC/Compliance
Subcontract Amount: To be determined
- **Resilient Strategies Group, LLC**
Name: Jorge Ramirez, Principal (**no additional Stakeholders**)
Address: 173 Camino de los Jazmines, Dorado, PR 00646
Phone: (512) 633-4945
E-Mail: jorge@resilientsg.com
Services: Program Management
Subcontract Amount: To be determined
- **RomaBC, Inc**
Rosana Roig, President (**no additional Stakeholders**)
Address: Progreso St. # 54, 2nd floor exterioro, San Juan, PR 00909
Phone: (787) 729-8934
E-mail: roig@romabci.com
Services: Outreach and Communications
Subcontract Amount: To be determined
- **TSG Services Caribbean LLC**
Name: Michael Sullivan, CEO/President (**no additional Stakeholders**)
Address: 500 Calle Andalucia, Suite 147, Aguadilla, PR 00603
Phone: (404) 849-1708
E-Mail: Tsgprogramservices4@gmail.com
Services: Damage Assessments/Inspections
Subcontract Amount: To be determined

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

None

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 10th day of April of 2023.



Signature

Jonathan Burgiel

Printed Name

April 10, 2023

Date

Business Unit President

Position

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION TETRA TECH, INC.

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Jonathan Burgiel
Signature

Jonathan Burgiel
Printed Name

April 10, 2023
Date

Business Unit President
Position