GOVERNMENT OF PUERTO RICO

Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

DEPTO. VIVIENDA REGISTRADO DEC 06 2019 2020-DR0033 DIVISION CONTRATOS

AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TORRES-ROSA CONSULTING ENGINEERS, PSC

THIS AGREEMENT FOR ARCHITECTURAL ENGINEERING SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 16 of December, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **Torres-Rosa Consulting Engineers, PSC** (hereinafter, the "CONTRACTOR"), with principal offices in #26 Carr.169 Km 7.2 Barrio Camarones, Guaynabo, Puerto Rico 00969, herein represented by Rafael Rosa Castro, in his capacity as President, of legal age, married, and resident of Caguas , Puerto Rico 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 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 CDBG-DR. 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, 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 grantee of the CDBG-DR funds allocated 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, 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, the PRDOH is interested in contracting an Architectural and Engineering Services firm to assist PRDOH with providing space planning and interior design services for the CDBG-DR offices. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, 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 related activities.

WHEREAS, on June 19, 2019 the PRDOH issued a request for quotations from several Architectural and Engineering Services providers placed through email. Vendors had until June 25, 2019, to submit quotes and four (4) quotes were received.

WHEREAS, on June 25, 2019, the CONTRACTOR submitted a quotation (hereinafter referred to as the "quote"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the PRDOH desires to enter into an agreement with **Torres – Rosa Consulting Engineers, PSC** to secure its services and accepts the CONTRACTOR's quote and 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 (**Attachment A, B, D and F**).

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:
The Contract is expected to function as a not to exceed contract from which services will be invoiced based on actual hours worked by each resource and on a task order basis. (**Attachment A**)

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

Attachment A	Awarded Quote
Attachment B	Scope of Work
Attachment C	Insurance Requirements (DV-OSPA-78-5)
Attachment D	Procurement Recommendation
Attachment E	HUD General Provisions
Attachment F	Performance Requirements

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. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

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 **twelve (12) months**, ending in December, 5, 2020.

B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twenty four (24) months**, or expressed in days, **seven hundred and thirty (730) days** upon mutual written agreement of the parties.

C. The term of this Agreement shall not exceed a period of **five (5) years**, including options for renewal or extension. Likewise, the term of this Agreement cannot exceed the lifetime of the initial Grant Agreement, unless the term of the initial Grant Agreement is extended by HUD.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment A** and **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 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 A** 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 **TWO HUNDRED AND FORTY THREE THOSUSAND SIX HUNDRED DOLLARS ($243,600.00)**; **Account Number R01A01ADM-DOH-NA 4190-10-000.**

C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment A, B** and **Attachment F.**

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. 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.

G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

H. 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.

I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

J. 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 certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."**

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, 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 closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORKEEPING

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 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 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 assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, 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.

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 will 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 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; and be fit for ordinary use, of good quality, and with no material defects.

(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, 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) 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) 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 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) day** 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 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 the Agreement, should the CONTRACTOR breach the 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) day** 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) 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. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

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 A, B** and **F** of this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).

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 AND TWENTY DOLLARS ($120.00) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of ONE THOUSAND AND FIVE HUNDRED DOLLARS ($1,500.00) established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments A, B and F.** 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) 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 PRDOH's requirements as set forth in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment C.**

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 C** 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 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 Procurement Department 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 **ninety (90) 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 carry the insurance required herein or 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, 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 CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

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.

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.

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

Hon. Fernando Gil-Enseñat
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Rafael Rosa Castro
Torres-Rosa Consulting Engineers, PSC
PO Box 9023763
San Juan, Puerto Rico
00902-3763

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: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. part 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", 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 funds to the Contract

Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) 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 with all the requirements described in **Attachment E** (HUD General Provisions) and the following provisions:

A. **Compliance with Executive Order 24**: Pursuant to Executive Order 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 52 of August 28, 1992, amending EO-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. **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.

D. **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 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.

E. **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.

F. **Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.

G. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 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 L.P.R.A. § 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 L.P.R.A. § 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 "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 requests or accepts 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) request or accept 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 requested 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 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 of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de 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 Number 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 Number 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 publics 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) 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 moneys received under this Agreement.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 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. 2017-001; CIRCULAR LETTER 141-17 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 (*Secretario 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.

XXVI. 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 or local rules, regulations, or policies relating to CDBG-DR 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; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 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, CONTRACTOR shall comply, without limitation, those set forth in **Attachment E.**

XXVII. SECTION 3 CLAUSE

A.- 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.

B. - The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements 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 135 regulations.

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 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.

D.- The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, 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 135. 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 135.

E. - The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. part 135.

F. - The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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

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

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.

XXIX. EQUAL OPPORTUNITY

A.- The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 considerations 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 Executive Order 11246 of September 24, 1965, as amended by Executive Order 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 Executive Order 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 Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 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 Executive Order 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.

XXX. CLEAN AIR ACT

A.- 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*.

B. - 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.

C. 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.

XXXI. WATER POLLUTION CONTROL ACT

A.- 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*.

B. - 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.

C. 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.

XXXII. 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 is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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 written document signed by both PRDOH and the CONTRACTOR.

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

In the event that participating entities are consolidated or merged with another entity or agency, CONTRACTOR will notify PRDOH of such action within a **fifteen (15) day** period of being notified of it. PRDOH will have **fifteen (15) days** to state its position. With PRDOH's written approval, CONTRACTOR must ensure that the resulting entity becomes responsible for CONTRACTOR's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONTRACTOR under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONTRACTOR's duties under this Agreement and make the survival or transfer of those in **Attachments B and F.** CONTRACTOR is to tasks a condition to any merger, consolidation, or dissolution involving CONTRACTOR during the time span of this Agreement.

XLIV. 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.

XLV. 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 Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

XLVI. 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) days** after the PRDOH issues notice of recapture to CONTRACTOR.

XLVII. OVERPAYMENT

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.

XLVIII. 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.

XLIX. 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) days** of execution by the other party, this Agreement shall be null and void.

L. 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 and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR 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 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.

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

DEPARTMENT OF HOUSING

Fernando A. Gil-Enseñat, Esq.
Secretary

TORRES – ROSA CONSULTING ENGINEERS, PSC

Rafael Rosa Castro
President
DUNS No. 966763294

ATTACHMENT A

TORRES - ROSA
consulting engineers
P.O. Box 9023763 San Juan P.R. 00902-3763
Tel (787) 781-9273; (787)363-9962 www.trcepr.com

June 25, 2019

Fernando Gil Enseñat
Secretary
Puerto Rico Department of Housing
PO Box 21365
San Juan, PR 00928-1365

Att. William G. Ríos Maldonado, Esq.
aromero@vivienda.pr.gov
CDBGDR-PROCUREMENT@vivivienda.pr.gov

RE: Community Development Block Grant – Disaster Recovery (CDBGDR)
Request for Quotations (RFQ)
Architectural and Engineering Services – Small Purchase

Dear Secretary:

This document represents our Statement of Quotations (SOQ) prepared in response to the referenced RFQ. We are confident that our firm fulfills the requirements to be included as part of the Department of Housing (DH) qualified Consulting Architectural and Engineering Firms. Torres-Rosa Consulting Engineers (TRCE) intention is to work with the PRDH in efforts of Puerto Rico recovery after Hurricane Irma and Maria (2017). As you will see in this document, we can provide to the PRDH the counseling and expertise in the following areas:

- Preparation of drawings, design specifications and bids documents as per PRDH, Puerto Rico and Federal regulations and guidelines;
- Preparation of Environmental Studies and Evaluations in accordance with National Environmental Pol icy Act (NEPA) of 1969, as amended, and Puerto Rico Environmental Public Policy Law, as amended;
- Hydrology-Hydraulic Studies in accordance with Department of Natural and Environmental Resources and FEMA;
- Preparation and submission of permits applications as required by the Government of Puerto Rico, and/or federal agencies; and
- Construction Management and Inspection.

The vast experience of our key personnel in areas such as, engineering services, waters resources, hydrologic-hydraulic evaluations, environmental evaluations, permitting process, civil design engineering, and construction management can be a valuable tool for the PRDH. Additional information from TRCE and our fellow company 3CON can be found at trcepr.com and 3CONpr.com.

We expect to be considered and included as part of PRDH of qualified Consulting Architectural and Engineering Firms and have the opportunity to work with you and your personnel in CDBGDR projects.

Best Regards,

Rafael Rosa Castro, P.E., MSCE

GOVERNMENT OF PUERTO RICO
Department of Housing

REQUEST FOR QUOTATIONS FORM

Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

General Information:

- *The Puerto Rico Department of Housing (PRDOH) has identified the need of goods and/or services for CDBG-DR activities for which the Micro Purchase (Purchases not exceeding the $10,000 threshold) or Small Purchase (purchases not exceeding the $250,000 threshold) procurement methods will be used.*
- *This Request for Quotation Form provides information to Suppliers on the submittal of a Quote for the goods and/or services identified herein.*

Scope of Work:
The PRDOH is requesting quotes for the goods and/or services described in the Scope of Work attached hereto. Suppliers will be required to comply with the entirety of the Scope of Work.

Contracting:
Contracting for the Scope of Work will be done through:
☐ **Purchase Order** ☐ **Written Agreement (Draft Attached)**

Mandatory Clauses:
The goods and/or services will be subject to the Mandatory Clauses included as **Attachments A** and **B**. Mandatory Clauses are non-negotiable.

Instructions for Submission of Quotes:
Quotes must be submitted:

To: Puerto Rico Department of Housing
Attn.: William G. Rios Maldonado, Esq.
At:
aromero@vivienda.pr.gov
CDBGDR-PROCUREMENT@vivienda.pr.gov

On or Before: June 25, 2019 at 9:00 am

Quotes must include, at minimum, the following documents at the time of submission:

☒ **Proposal from the Supplier**
☒ **Supplier Profile Sheet** (duly completed)
☒ **Scope of Work** (duly signed)
☒ **Cost Form** (duly completed)
☒ **Non-Conflict of Interest Certification** (duly completed)
☒ **Other** (Specify) Company Profile

Inquiries and Requests for Clarifications:
Any inquiries and requests for clarifications regarding this purchase process must be sent to aromero@vivienda.pr.gov or CDBGDR-PROCUREMENT@vivienda.pr.gov.

Additional Instructions:

The PRDOH thanks you for your interest in providing goods and/or services for CDBG-DR activities.

GOVERNMENT OF PUERTO RICO
Department of Housing

CDBG-DR
SMALL PURCHASES

SUPPLIER PROFILE SHEET
Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

To: **Puerto Rico Department of Housing**

William G. Ríos Maldonado, Esq.

aromero@vivienda.pr.gov
cdbgdr-procurement@vivienda.pr.gov>

Supplier Data

(1) Supplier's Legal Name: Torres-Rosa Consulting Engineers

(2) Supplier's Tax ID: 66-0617974

(3) Supplier's DUNS No.: 966763294

(4) Supplier's Physical Address: #26 Carr. 169 Km. 7.2
(Street Address Line 1)
Barrio Camarones
(Street Address Line 2)
Guaynabo (*City*) PR (*State*) 00969 (*Zip*)

(5) Supplier's Postal Address: PO Box 9023763
(Street Address Line 1)
(Street Address Line 2)
San Juan (*City*) PR (*State*) 00902-3763 (*Zip*)

(6) Supplier's Phone Number: 787-781-9273

(7) Supplier's Facsimile Number: 787-781-9273

(8) Supplier's Email Address: rrosa@trcepr.com

(9) Supplier's Authorized Representative:

Rafael Rosa Castro, PE (*Authorized Representative Name*) President (*Authorized Representative Position*)

The Supplier hereby certifies that the above information is accurate:

(Authorized Representative Signature) June 20, 2019 *(Date)*

Rafael Rosa Castro, PE
(Authorized Representative Name)

GOVERNMENT OF PUERTO RICO
Department of Housing

COST FORM

Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

Name of Supplier: Torres-Rosa Consulting Engineers, PSC

Line Item	Unit	Rate per Hour	Estimated Max quantity	Month	Total Price
Professional Engineer or Architect	1	$ 120.00	100	12	$ 144,000.00
Engineer or Architect in Training	1	$ $65.00	100	12	$ 78,000.00
Draftsman	1	$ $36.00	50	12	$ 21,600.00
Total Quote					$ 243,600.00

Notes on Cost Form:

Hourly rates include overhead, profit, royalties, reimbursements, taxes, fringe benefits, travel, as well as any other additional fees and administrative cost applicable to the services. The overhead includes all cost related to accomplish the required service each position will be responsible for.

The contract is expected to function as a not to exceed contract from which services will be invoiced based on actual hours worked by each resource and on a task order basic.

RC

Supplier's Authorized Representative Signature

June 20, 2019
Date

Rafael Rosa Castro, PE
Supplier's Authorized Representative Printed Name

ANEJO A / ATTACHMENT A
CLAUSULAS Y CONDICIONES A LAS ÓRDENES DE COMPRA DE CDBG-DR / TERMS AND CONDITIONS TO THE PURCHASE ORDERS FOR CDBG-DR

Las siguientes cláusulas y condiciones son parte del contrato / orden de compra ejecutado entre el Departamento de la Vivienda de Puerto Rico **(Vivienda)** y todos sus suplidores de servicios y/o materiales. El Suplidor acuerda que de no cumplir con las cláusulas y condiciones en este anejo y las cláusulas y condiciones en la orden de compra pueden resultar en la rescisión del contrato / orden de compra. / The following terms and conditions are made part of the contract/purchase order entered into between the Puerto Rico Department of Housing **(PRDOH)** and all its contractors whether for services or supplies. The Contractor acknowledges that non-compliance with the terms and conditions in this attachment and the terms and conditions in the purchase order may result in the termination of the contract/purchase order.

TERMS AND CONDITIONS

(1) El **Suplidor** proveerá toda la labor, materiales, herramientas, equipo y transportación necesaria para el cumplimiento de las obligaciones del **Suplidor** bajo la orden de compra. / The **Contractor** shall furnish all necessary labor, materials, tools, equipment and transportation necessary for the performance of the Contractors duties under the purchase order.

(2) El **Suplidor** acuerda que será solidariamente responsable por todos los daños a personas y/o propiedad que pudiera ocurrir como resultado de la negligencia del **Suplidor** y este debe tomar las medidas necesarias para proteger la salud y propiedad del público en general con relación a los deberes bajo la orden de compra. / The **Contractor** shall be solely responsible for all damages to persons and/or property that occur as result of **Contractor's** negligence, and shall take proper safety and health precautions to protect the health and the property of the general public in relation with the scope of work of the purchase order.

(3) La responsabilidad del **Suplidor** terminará cuando el trabajo bajo la orden de compra sea completado, la inspección final del **Vivienda** sea completada y el servicio y/o bienes aceptado por el representante autorizado del **Vivienda.** El Suplidor continúa siendo responsable, según lo requiera las garantías aplicables. / The **Contractor's** responsibility under the purchase order will terminate when all work has been completed, the final inspection by the **PRDOH** has been made and the work and/or supplies have been accepted by the **PRDOH** authorized representative. The **Contractor** will remain responsible as required by the applicable guarantees.

(4) El **Suplidor** someterá por escrito al Oficial Contratante cualquier querella y/o disputa que tenga con relación a la ejecución de sus deberes bajo la orden de compra y/o el rechazo del servicio y/o bienes por parte del **PRDOH.** El Oficial emitirá un fallo sobre la disputa en un término no menor de treinta (30) días, luego de recibir la querella escrita del **Suplidor**, y este fallo será final y firme. / The **Contractor** will submit in writing to the Contracting Officer any complaint and/or dispute it might have related to its duties under the purchase order and/or the rejection of the services and/or goods by the **PRDOH.** The Contracting Officer will render a decision regarding the dispute within thirty (30) days, after receipt of the **Contractor's** complaint, and this decision will be final.

(5) El **Suplidor** no subcontratará con subcontratistas a quienes se les ha prohibido participar en contrataciones y/o programas de **HUD** y/o el **Gobierno de Puerto Rico.** / The **Contractor** will not hire subcontractors that have been denied participation in **HUD** and/or the **Government of Puerto Rico** contracting programs.

(6) El **Vivienda, HUD** y la **Oficina del Contralor Federal** tendrán acceso ilimitado a información creada y/o reproducida en posesión del **Suplidor** como consecuencia de los deberes del **Suplidor** bajo la orden de compra sea de manera escrita o mecanizada, con la excepción del software con derechos registrados, por un término de tres (3) años, luego de concluir el contrato. / The **PRDOH, HUD** and the **U.S. Comptroller General** shall have unlimited access to records produced in the performance of the duties under the purchase order whether written or mechanized in possession of the **Contractor**, with the exception of copyrighted software, for a period of three (3) years after final payment on the purchase order.

(7) El **Suplidor** da fe de que no tiene conflictos de interés o la apariencia, definido como una situación que le proporcione al suplidor una ventaja injusta sobre otros suplidores o suplidores prospectivos ante el **Vivienda.** En la eventualidad de que exista un conflicto de interés de parte del **Suplidor** y este tenía conocimiento de susodicho conflicto y no comunicó esto al **Vivienda**, el Oficial Contratante y este determinará la acción a tomar. / The **Contractor** warrants that to the best of its knowledge, it does not have any apparent or real conflict of interest, defined as a situation in which **Contractor** may have an unfair competitive advantage over other contractors or prospective contractors regarding any **PRDOH** procurement proceedings. In the event the **Contractor** was aware of a conflict of interest / purchase order, if the **Contractor** discovers a conflict of interest after the contract was awarded, the **Contractor** before the award was made and intentionally did not disclose it to the **PRDOH**, the Contracting Officer may rescind the contract shall notify the Contracting Officer immediately in writing and he/she will determine the action to be taken.

(8) En la eventualidad que el **Suplidor** no esté en conformidad con cualquiera de las cláusulas y condiciones descritas en este anejo y/o las cláusulas y condiciones descritas en la orden de compra, el Oficial Contratante puede rescindir el contrato / orden de compra inmediatamente y declarar al **Suplidor** inelegible para participar en futuros contratos con el **Departamento de la Vivienda de Puerto Rico.** / In the event that the **Contractor** is not in compliance with any of the terms and conditions in this attachment and/or the terms and conditions in the purchase order, the Contracting Officer may cancel the contract/purchase order immediately and it may declare the **Contractor** ineligible for further **Puerto Rico Department of Housing** contracts.

ANEJO B / ATTACHMENT B
CLÁUSULAS ADICIONALES PARA A LAS ÓRDENES DE COMPRA DE CDBG-DR QUE NO SEAN DE CONSTRUCCIÓN / ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR OTHER THAN CONSTRUCTION

Las siguientes cláusulas adicionales son parte del contrato/orden de compra entre el Departamento de Vivienda de Puerto Rico (**Vivienda**) y los suplidores de servicios y/o materiales que no sean de construcción. El Suplidor acuerda que de no cumplir con las cláusulas en este Anejo B y las cláusulas y condiciones en la orden de compra y en el Anejo A puede resultar en la rescisión del contrato/orden de compra. / The following additional clauses are made part of the contract/purchase order entered into between the Puerto Rico Department of Housing (**PRDOH**) and its contractors for other than construction services or supplies. The Contractor acknowledges that noncompliance with the terms and conditions in this Attachment B and the terms and conditions in the purchase order and the Attachment A, may result in the termination of the contract/purchase order.

TERMS AND CONDITIONS

1. El **Vivienda** tendrá la titularidad exclusiva, interés propietario total, y el derecho de posesión exclusiva y total de toda la información, materiales y documentos creados por el Suplidor como consecuencia de los deberes del Suplidor bajo la orden de compra, incluyendo, pero sin limitarse a: informes, memorandos o cartas. / The **PRDOH** shall have exclusive ownership of all proprietary interest in and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant the terms of this Contract, including but not limited to, reports, memorandum or letters concerning the research and reporting tasks of the Contract.

2. El Suplidor deberá cumplir con todos los estándares y políticas relacionadas con la eficiencia energética incluidas en el plan de conservación para Gobierno de Puerto Rico, emitido en cumplimiento con la Ley Federal de Política y Conservación de Energía (Pub. L. 94-163). / The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contain in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

3. **Adquisición de Artículos de Material Reciclado.**

   a. El Suplidor deberá adquirir los artículos designados en las guías emitidas por la Agencia Federal de Protección Ambiental (EPA, por sus siglas en inglés) en el 40 CFR Parte 247, con el porcentaje más alto de material reciclado, excepto cuando el Suplidor determine que estos artículos: (1) no están disponibles en un tiempo razonable; (2) no cumplen con los estándares de ejecución aplicables al artículo incluidos en las guías del Instituto Nacional de Estándares y Tecnología; o (3) están disponibles solo a un precio irrazonable.

   b. El párrafo (a) aplicará artículos comprados bajo esta Orden de Compra cuando: (1) el Suplidor compre más de $10,000 de los artículos bajo la Orden de Compra; o (2) durante el año fiscal anterior, el Suplidor: (i) compró cualquier cantidad de los artículos para usarlos bajo un contrato financiado con fondos de apropiaciones Federales de una Agencia Federal o Estatal; y (ii) compró más de $10,000 del artículo, tanto bajo como fuera de ese contrato. / **Procurement of Recovered Materials.** (a) The Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonable available in reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determine on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

4. **Terminación por Causa y por Conveniencia (Órdenes de Compras de $10,000 o más). / Termination for Cause and for Convenience (contracts of $10,000 or more).**

   a. El **Vivienda** podrá terminar este contrato o parte del mismo, a conveniencia del **Vivienda** o porque el Suplidor no pueda cumplir con sus obligaciones (causa/incumplimiento). El **Vivienda** notificará la terminación del contrato mediante comunicación escrita especificando la naturaleza, alcance y fecha de efectividad de la terminación. Al recibo de la notificación, el Suplidor deberá: (1) descontinuar inmediatamente los servicios (a menos que la notificación indique de otro modo), y (2) entregar al **Vivienda** toda la información, informes, documentos y otros materiales generados en la ejecución del contrato, terminados o en proceso. / The **PRDOH** may terminate this contract in whole or from time to time in part, for the **PRDOH**'s convenience or the failure of the Contractor to fulfill the contract obligations (caused/default). The **PRDOH** shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **PRDOH** all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

   b. Si la terminación es a conveniencia del **Vivienda**, el **Vivienda** sólo pagará los servicios rendidos antes de la fecha de efectividad de la terminación. / If the termination is for the convenience of the **PRDOH**, the **PRDOH** shall be liable only for the payment for services rendered before the effective date of the termination.

   c. Si la terminación es a causa del incumplimiento del Suplidor de sus obligaciones bajo el contrato (causa/incumplimiento), el **Vivienda** podrá (1) requerir al Suplidor entregar, de la manera y hasta el punto ordenado por el **Vivienda**, cualquier trabajo descrito en la Notificación de terminación; (2) hacerse cargo del trabajo y completarlo por contrato de otra parte, y el Suplidor será responsable de los costos adicionales que incurra el **Vivienda**; y (3) retener cualquier pago al Suplidor, con el propósito de compensar o pagar parcialmente, como sea el caso, la cantidades adeudados por el **Vivienda** al Suplidor. En el caso de una terminación por causa/incumplimiento, el **Vivienda** deberá pagar los costos razonables incurridos por el Suplidor antes de la fecha de efectividad de la terminación. Cualquier disputa deberá decidirla el Oficial Contratante./ If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the **PRDOH** may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the **PRDOH**, any work described in the Notice of termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the **PRDOH**; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the **PRDOH** to the Contractor. In the event of termination for cause/default, the **PRDOH** shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

GOVERNMENT OF PUERTO RICO
Department of Housing

SCOPE OF WORK

Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

1. Introduction

This document defines the work the Supplier must perform to provide architectural and engineering services under a contract with the Puerto Rico Department of Housing (PRDOH). PRDOH is seeking to contract a qualified firm to provide space planning and interior design services for the CDBG-DR offices.

The Supplier will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time of solicitation. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Supplier staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by the PRDOH under a contract.

2. Staff Requirements

The Supplier shall have or will secure, at its own expense, all personnel required in performing the services under the contract. PRDOH expects the Selected Supplier to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under the contract.

Position	Requirements
Professional Engineer or Architect	• Degree in Engineering or Architecture • Must be a licensed professional engineer or architect in Puerto Rico • Must have at least five (5) years of experience in the construction industry
Engineer or Architect in training	• Degree in Engineering or Architecture • Comply with Act 173 of August 12, 1988, Art. 11 (20 L.P.R.A. §711g): approval of the Bar Exam • Must have at least three (3) years of experience in the construction industry
Draftsman	• At least two (2) years of experience • Proficiency in Auto-CAD drafting • Ability to understand engineering specifications

The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3. Tasks

The Selected Supplier will be responsible for performing the following tasks:

3.1. Administrative

These tasks include, but are not limited to:

- Engineering cost estimates;
- Suggest mitigation and repair works;
- Assistance with procurement processes (detailed specification and scope preparation, and budgeting); and

- Variety of technical, managerial, and administrative activities to help ensure the successful completion and execution of the tasks.

3.2. Evaluation, design and optimization of CDBG-DR offices

These tasks include, but are not limited to:

- Consult with the agency staff to understand issues of concern and design solutions based on the agency needs and technical considerations;
- Assess the property in order to understand the conditions, provide solutions and concept development;
- Generate Schematic Design Drawings and Images for project planning and budgeting;
- Prepare design development, construction drawings, and contract documents base on the approved schematic design; remodeling
- Re-design the CDBG-DR offices layout, if needed;
- Provide Inspection/Supervision services during the implementation of the activity/projects; and
- Any other task needed to complete the activity/project.

4. Deliverables

The above-mentioned tasks will be performed in a task order basis.

The Selected Contractor will be responsible for the delivery and receipt of work in electronic format and/or hardcopy. The Selected Contractor shall provide the deliverables in any format requested. This could include Acrobat PDF, Word, application source files, among others.

The scope of each task, deadline for completion and other modalities will be mutually agreed in writing in advance.

The Scope of Work is hereby accepted by:

Torres-Rosa Consulting Engineers
Supplier Entity Name

Supplier Authorized Representative Signature — June 20, 2019 *Date*

Rafael Rosa Castro, PE
Supplier Authorized Representative Printed Name

GOVERNMENT OF PUERTO RICO
Department of Housing

NON-CONFLICT OF INTEREST CERTIFICATION

[CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS]

Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

Entity's Name: Torres Rosa Consulting Engineers
[Nombre de Entidad:]

The Entity interested in doing businesses, certify that:
[La entidad que hace o interesa hacer negocios certifica que:]

1. No public official or employee of the Puerto Rico Department of Housing (PRDOH) possesses any financial interest in this contract, or business transaction, and that likewise, has had no direct or indirectly financial interest in this business transaction for the past four (4) years.

   [Ningún (a) servidor (a) público (a) del Departamento de la Vivienda de Puerto Rico (Vivienda) tiene interés pecuniario en este contrato, compra o transacción comercial, y tampoco ha tenido en los últimos 4 años directa o indirectamente interés pecuniario en este negocio.]

2. No public official or employee of the PRDOH has solicited or accepted, directly nor indirectly, for himself (herself), or any member of his (her) immediate relatives, or any other party, gifts, gratuities, contributions, services, donations, loans or any other item of monetary value.

   [Ningún (a) servidor (a) público (a) de Vivienda me solicitó o aceptó, directa o indirectamente, para él (ella), para algún miembro de su unidad familiar [1] o para cualquier persona, regalos, gratificaciones, favores, servicios, donativos, préstamos o cualquier otra cosa de valor monetario.]

3. No public official or employee has solicited or accepted goods of any value, related to this transaction from any representative of the entity as a form of compensation for performing the duties and responsibilities of his or her position.

   [Ningún(a) servidor(a) público(a) me solicitó o aceptó bien alguno de valor económico, vinculados a esta transacción, de persona alguna de mi entidad como pago por realizar los deberes y responsabilidades de su empleo.]

4. No public official or employee has accepted, or solicited from any person whatsoever directly or indirectly, either for himself (herself), for any member of his (hers) immediate family[1] unit, or for any other person, business or entity, any asset whatsoever of monetary value, including gifts, loans, promises, favors, or services, in exchange for the actions of said public official or employee being of influence on behalf of my person or the entity.

   [Ningún(a) servidor(a) público(a) me solicitó, directa o indirectamente, para él (ella), para algún miembro de su unidad familiar, ni para cualquier otra persona, negocio o entidad, bien alguno de valor económico, incluyendo regalos, préstamos, promesas, favores o servicios a cambio de que la actuación de dicha servidor (a) público (a) esté influenciada a favor mío o de entidad.]

5. There is no kindred relationship within the fourth (4th) degree of consanguinity and second (2nd) degree of affinity with any public official or employee in position of influencing or participating in institutional decisions of the PRDOH.

   [No tengo relación de parentesco, dentro del cuarto (4to) grado de consanguinidad y segundo (2do) por afinidad, con ningún (a) servidor (a) público (a) que tenga facultad para influenciar y participar en las decisiones institucionales de Vivienda.]

The PRDOH is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. We are committed to support and comply with Title III of Act 2-2018 Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

(Vivienda está altamente comprometido con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Estamos comprometidos con apoyar y cumplir con el Título III de la Ley 2-2018 Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.)

The entity that makes or interested in doing business certifies that:
(La entidad que hace o interesa hacer negocios certifica que:)

1. Agrees to bind by the provisions of Title III of Law 2-2018 Code of Ethics for Contractors, Suppliers and Seekers for Economic Incentives of the Government of Puerto Rico. Acceptance of the rules contained in such law is a vital essential condition so that transactions can be carried out or set up arrangements with the PRDOH.

   (Se compromete a regirse por las disposiciones del Título III de la Ley 2-2018 Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos otorgados en las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico. La aceptación de las normas incluidas en dicha Ley es una condición esencial e indispensable para que se puedan efectuar transacciones o establezcan acuerdos con Vivienda.)

Signature of Authorized Representative of the Entity
(Firma del Representante Autorizado de la Entidad)

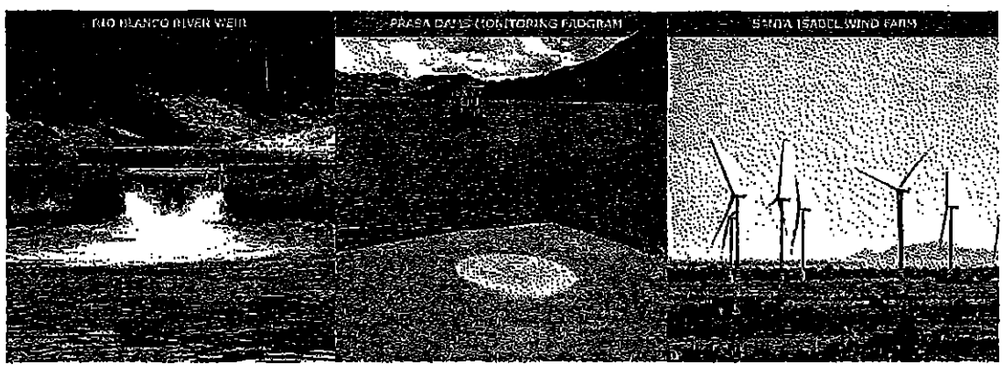
June 20, 2019
Date
(Fecha)

Rafael Rosa Castro, PE

Printed Name of Authorized Representative of the Entity
(Nombre en Letra de Molde del Representante Autorizado de la Entidad)

TORRES-ROSA CONSULTING ENGINEERS

COMPANY PROFILE



TORRES - ROSA
consulting engineers

PO BOX 9023763
San Juan, PR 00902-3763

Tel. /Fax : 787-781-9273

www.trcepr.com

TORRES-ROSA CONSULTING ENGINEERS

COMPANY PROFILE

Torres-Rosa is a full-service engineering firm based in San Juan Puerto Rico since 2002. We provide in-house services of planning, design, permitting, surveying and mapping for residential, institutional, transportation and heavy infrastructure projects. When necessary; other disciplines are provided under contracts with prestigious local and international firms with which our personnel has been working effectively for decades.

We seek to proactively provide innovative solutions that minimize environmental impact to fulfill requirements of the most demanding projects within a feasible budget.

ABOUT US

Torres-Rosa Consulting Engineers was founded in 2002 by engineers Pully A. Torres Ortiz and Rafael Rosa Castro to provide consulting services in water resources, environmental, civil engineering, land surveying, and sustainable engineering projects.

Our key personnel with more than 20 years of professional experience have been in charge of the planning, environmental compliance, permitting, design and supervision of projects with construction cost that excel $100,000,000. Our professional team is a well coordinated group and together with our consultants are able to complete demanding projects on time and within budget.

Whereas we have started our business oriented to the water resources, civil design and transportation discipline, our service has expanded to successfully provide architectural services as well.

Our business development program is being focused on improving our services to a state-of-the-art level and expanding our capabilities to provide our clients with a complete and reliable service.

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CIVIL ENGINEERING

Torres-Rosa Consulting Engineers staff has been responsible for the planning, design, permitting process, and construction supervision and management of a variety of civil engineering projects. Our Projects include small to large scale, residential and commercial projects for the public and private sector.

Our knowledge, experience and multidisciplinary team allows us to develop projects according to customer needs in a cost-effective manner and in compliance with regulatory agencies.

Our civil engineering services include:

- Master Planning
- Federal and Local Permits
- Sanitary Sewer System
- Water Supply Infrastructure
- Storm-water and Drainage System
- Site Grading Plan
- Development of Residential and Industrial Sites
- Project Inspection during construction services
- Design & Build Construction Projects
- Construction Management and Supervision

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ENVIRONMENTAL PLANNING

Torres-Rosa Consulting Engineers combine the knowledge and extensive experience of regulations, permits requirements, planning, and engineering expertise to develop sustainable projects and solutions and minimize impact on environment. Our goal is to meet client and project needs with innovative and proactive solutions. We assist our clients from planning and design to the construction and operational phase to ensure project success.

Our environmental services include:

- Environmental Planning Documents in compliance with NEPA and the Environmental Policy of PR.
- Environmental Permitting in compliance with federal and state regulations.
- Environmental Assessments
- Mitigation Plans
- Monitoring
- Environmental Impact Statements

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WATER RESOURCES ENGINEERING

Water resources engineering is one of our strongest capabilities. In TRCE we have extensive experience in the development and design of heavy infrastructure for potable water, river restoration, flood control, erosion control and dams.

Our personnel have developed water infrastructure projects in Puerto Rico, Dominican Republic, Bolivia and Africa and have worked with flood control and dams project in Honduras, Argentina and Haiti.

Our Water Resources Engineering Services include:

- Sediment Transport
- Restoration of Rivers and Streams
- Wetlands and Environmentally Sensitive Areas
- Analysis and Design of Potable Water Supply Systems
- Scour Analysis
- Dam Engineering
- Hydrological and Hydraulic Modeling for:
  - Flood levels and limits of rivers and streams
  - River Scour Analysis
  - Storm Water Systems Detention
  - Bridges and Stream Structures
  - Hydrologic and Hydraulic Analysis of Watersheds
  - Dam Break Analysis
  - Evaluation of Reservoirs Spillways

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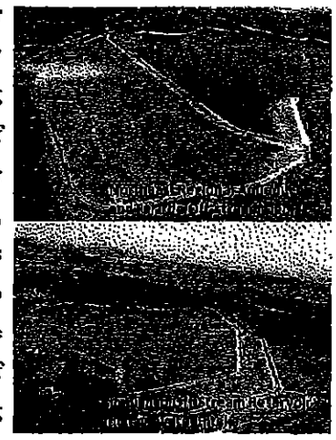
DAMS AND RESERVOIRS



Torres-Rosa Consulting Engineers is led by engineers with over 20 years of experience in the analysis and development of heavy water infrastructure projects. The result of our engineering knowledge, current and previous experience makes TRCE one of Puerto Rico's leading water resources engineering firms. Our engineers worked with the development, environmental studies, design, permitting and construction of the two most recent dams built in Puerto Rico. In the Northeast Regional Aqueduct and Fajardo off-stream reservoir Our led engineers worked directly with the planning, permitting, design, construction supervision and startup of this project. Engineer Torres was the engineer of record during construction. For the Rio Blanco off-stream reservoir raw water intake our personnel worked directly with the planning, permitting, design, construction supervision and startup. Engineer Rosa was the Design Manager and Engineer Torres was the Engineer of Record during construction.

In 2010 TRCE was hired by PRASA to develop and manage a monitoring program for all their dams. The PRASA Dams Monitoring Program (PDMP) was developed and has been implemented since then resulting in a tangible improvement in the overall information related to Dam Safety. The PDMP made possible the identification of a potential dam breach at Las Curias Dam for which an emergency project was carried out (Las Curias Dam Emergency - Installation of filters and seepage collection system to prevent piping). Engineers Torres and Rosa published and presented a paper about this project at the ASDSO regional conference in 20__. Another situation was found at Lago Regualdor de Isabela where the internal lines liner was found damaged. TRCE prepared a detailed analysis and completed the design for the necessary repairs of the liner.

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Representative Projects

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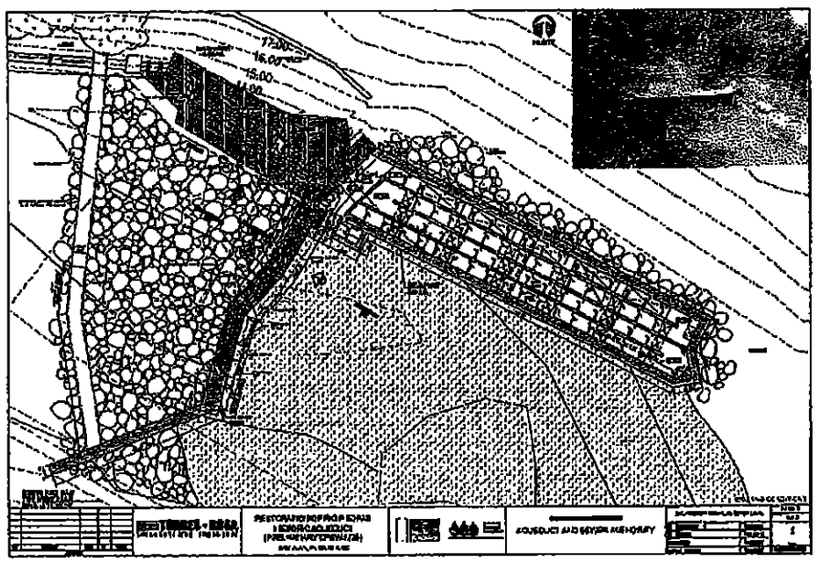
Restoration of the Rio Piedras Historical Aqueduct

SAN JUAN, PR



TRCE worked on the design and permitting process to restore the Rio Piedras Historical Aqueduct (RPFA) to as near as possible its original condition. The dam was completed in the decade of 1910. The RPFA was the first modern aqueduct in Puerto Rico, to supply potable water to the residents of San Juan. It is of significant historical and cultural value, and it was recently included in the National Register Historic Places. The project includes the restoration of the low-head dam and raw water intake structure, restoration of the Rio Piedras left bank and the construction of a fishway to allow upstream migration of the Rio Piedras aquatic species across the dam.

CLIENT:
The Puerto Rico Conservation Trust
(Para la Naturaleza)

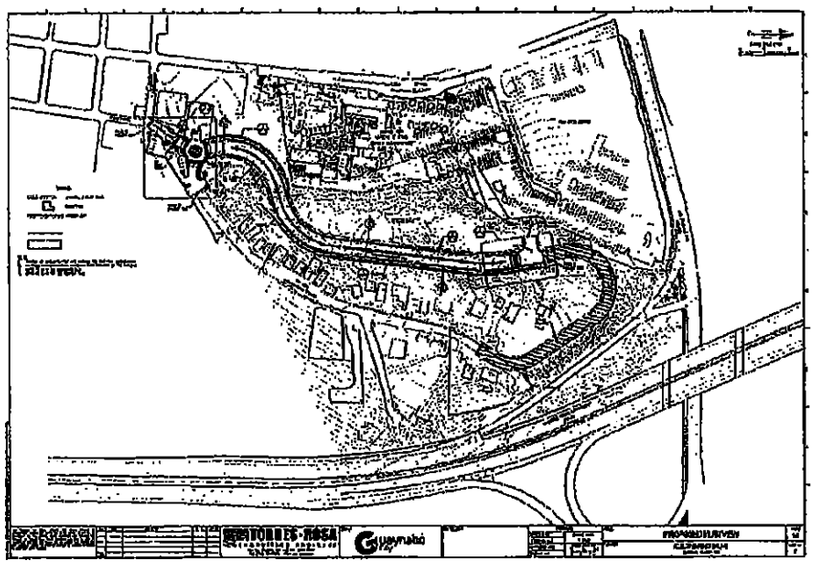
PROJECT LOCATION:
San Juan, PR

PROJECT CATEGORY:
Civil Engineering

TORRES - ROSA
consulting engineers

ALEJANDRINO CORRIDOR

GUAYNABO, PR



Preparation of feasibility study, hydrologic analysis, environmental documents, civil design and permits for the construction of an alternate road to alleviate local traffic during peak hours providing an alternative access to the Guaynabo Fine Arts Center parking area and the Rafael Ithier Museum of Music. The project also included the development of additional areas for parking and improvements to the existing Alejandrino Road.

CLIENT:
Municipality of Guaynabo

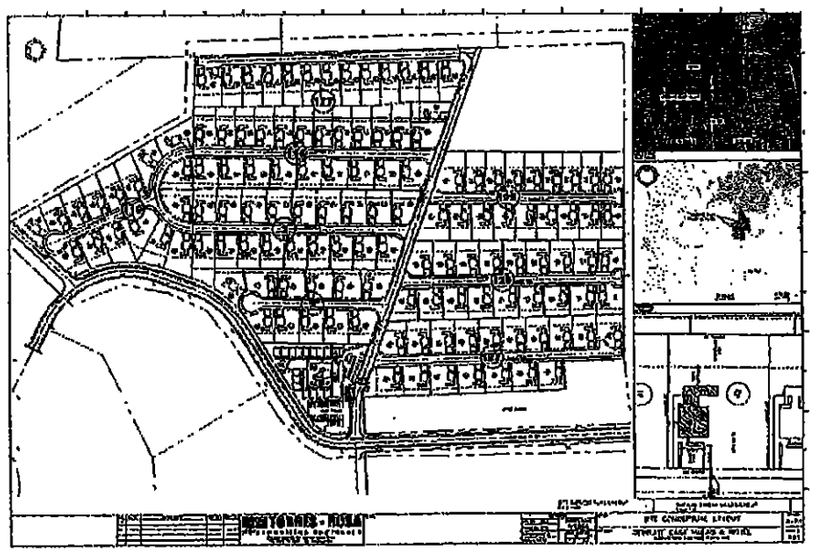
PROJECT LOCATION:
Old Alejandrino Road,
Guaynabo PR

PROJECT CATEGORY:
Civil Engineering

TORRES - ROSA
consulting engineers

COMBATE EAST VILLAS & HOTEL

CABO ROJO, PR



Preparation of master plan, environmental documents, civil design and permits for the construction of a condo-hotel in Cabo Rojo Puerto Rico. The project consist of a 15 guest-rooms boutique hotel, 133 villas and all the associated infrastructure. The development also includes convenience stores, restaurants, swimming pool with recreational area, as well as all other amenities. The project has been coordinated and endorsed by the Puerto Rico Tourism Company.

CLIENT:
Capstone Development

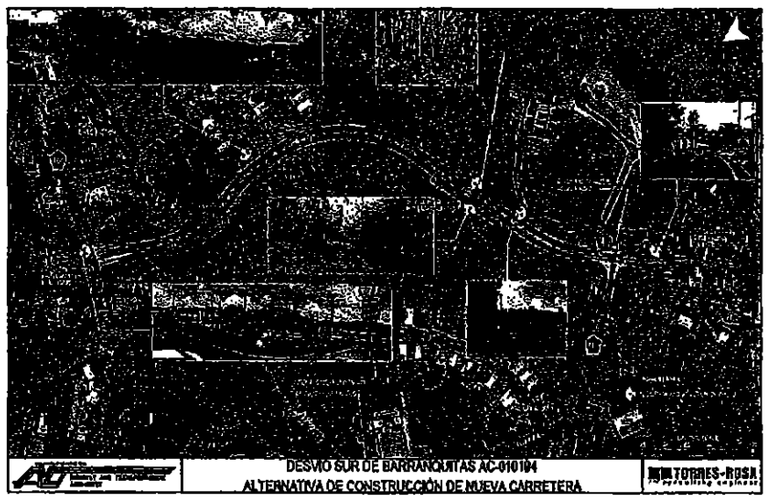
PROJECT LOCATION:
El Combate Sector Cabo Rojo PR

PROJECT CATEGORY:
Civil Engineering

TORRES - ROSA
consulting engineers

BARRANQUITAS SOUTH BYPASS

BARRANQUITAS, PR



Preparation of a FHWA and NEPA-compliant Environmental Assessment (EA) to improve mobility between eastern and southern bounds of Barranquitas urban region. The EA includes technical studies covering: archaeology, forest inventory, jurisdictional waters, wildlife and endangered species, traffic and energy use projections, hydrology and hydraulics, noise impacts, topographic survey, conceptual design and capital cost analysis.

CLIENT:
Puerto Rico Highway and Transportation Authority

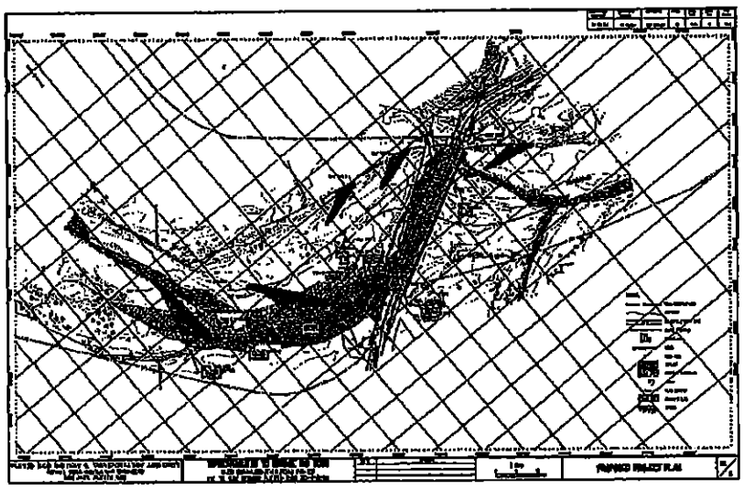
PROJECT LOCATION:
Barranquitas, PR

PROJECT CATEGORY:
Environmental Engineering

TORRES - ROSA
consulting engineers

REHABILITATION AND SCOUR MITIGATION OF BRIDGE 1096 OVER GUANAJIBO RIVER

SAN GERMAN, PR



Preparation of the construction documents for the erosion control and rehabilitation of Bridge 1096 in San Germán, Puerto Rico. Construction documents include environmental evaluations, Documented Categorical Exclusion (FHWA and NEPA-compliant), hydrologic-hydraulic/scour analysis, bridge general structural assessment, design drawings, technical specifications and permits/consultations. Project includes countermeasures to avoid lateral river migration and erosion caused by bridge floodplain constriction. Bridge No. 1096 is a thirteen (13) span reinforced concrete cast in place built on 1969.

CLIENT:
Puerto Rico Highway and Transportation Authority

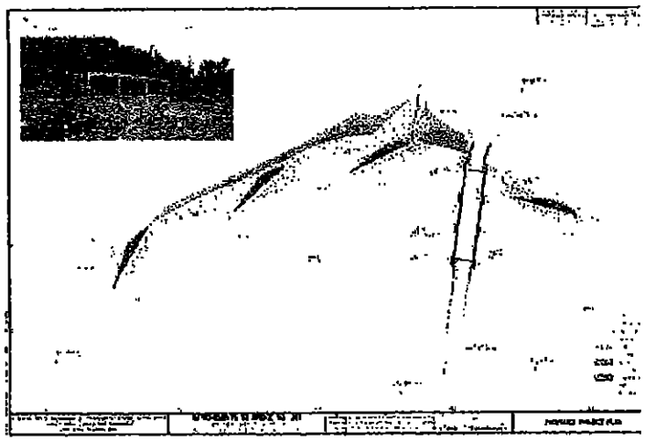
PROJECT LOCATION:
PR-102, KM. 36, San Germán PR

PROJECT CATEGORY:
Civil Engineering

TORRES - ROSA
consulting engineers

IMPROVEMENT TO BRIDGE 261 OVER PRIETO RIVER

MARICAO, PR



Currently working in the preparation of the construction documents for the erosion control and rehabilitation of Bridge 261 in Maricao, Puerto Rico. Bridge 261 is a three (3) span reinforced concrete cast-in-place structure built in 1924 and is listed in the National register of Historic Places (NRHP). The design strategy consists on providing a sustainable, environmental friendly and economically feasible structural control to prevent future erosion. Project includes conservation/retrofit works at bridge structure and road safety improvements. Construction documents include environmental evaluations, Documented Categorical Exclusion (FHWA and NEPA-compliant). hydrologic-hydraulic/scour analysis, bridge general structural assessment, design drawings, technical specifications and permits/consultations. Extensive coordination with the State Historic Preservation Office (SHPO) and Instituto de Cultura Puertorriqueña was performed pursuant to 54 USC 30-6108, 36 CFR Part 800 and Puerto Rico Law 112. SHPO concurs with the PRHTA determination that a finding of no adverse effect would be appropriate for proposed undertaking.

CLIENT:
Puerto Rico Highway and Transportation Authority

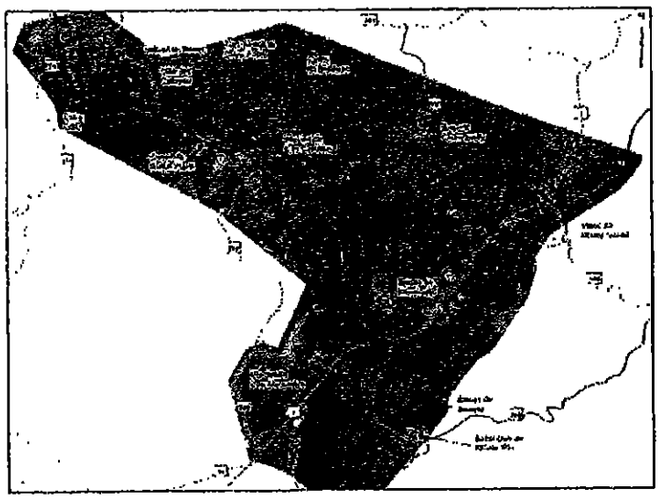
PROJECT LOCATION:
Maricao, PR

PROJECT CATEGORY:
Civil Engineering

TORRES - ROSA
consulting engineers

CIDRA CORREDOR EIS

CIDRA, PR



Preparation of a Federal Highway Administration (FHWA) and NEPA-compliant Environmental Impact Statement (EIS) describing route alternatives for the new highway (7 km) connecting Cidra to Cayey, extending from PR-7733 to PR-52. The EIS includes technical studies covering: archaeology, forest inventory, wetlands, wildlife and endangered species, traffic and energy use projections, hydrology and hydraulics, noise impacts, topographic survey, preliminary design and capital cost analysis.

CLIENT:
GME Puerto Rico

PROJECT LOCATION:
Cidra, PR

PROJECT CATEGORY:
Environmental Engineering

TORRES - ROSA
consulting engineers

BUILDING ENERGY AUDIT

SAN JUAN, PR

TRCE performed a Level-II Energy Audit for Energy Efficiency Retrofit Projects under the American Recovery and Reinvestment Act (ARRA) Government Energy Program (GEP) for the Treasury Department (Hacienda) Building, PR Industrial Development Company (PRIDCO) Building, and State Historic Preservation Office Building (SHPO). Energy Audits to identify the distribution and quantity of energy consumption in the Building and provide recommendations on Energy Conservation Measures (ECM's), their initial costs, estimated energy savings, and payback period.

CLIENT:
Puerto Rico Infrastructure Financing Authority

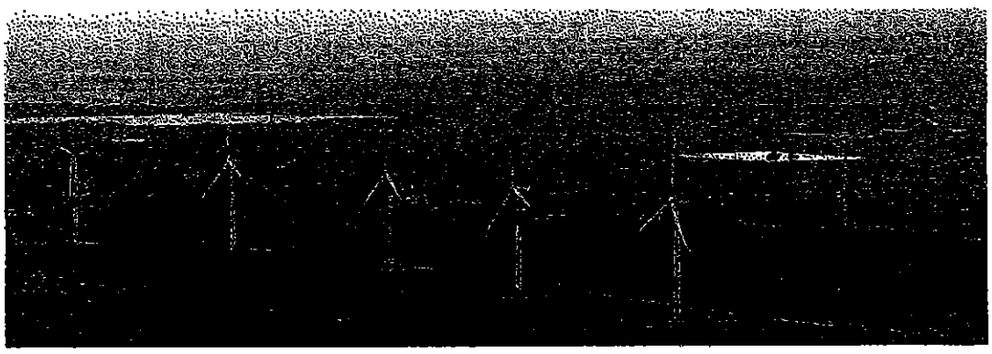
PROJECT LOCATION:
San Juan, PR

PROJECT CATEGORY:
Sustainable Engineering

TORRES - ROSA
consulting engineers

SANTA ISABEL WIND FARM

SANTA ISABEL, PR



Torres-Rosa Consulting Engineers led the permitting process and prepared the civil design of the up to 75MW wind energy project of 44 wind turbines located in the south coast of Puerto Rico. The wind farm exhibited the effective utilization and combination of technologies, resources and methods that included the integration of land surveying, geographical information systems, remote sensing and global positioning systems among others. Project was performed under an extremely aggressive schedule.

CLIENT:
GEOCONSULT

PROJECT LOCATION:
Santa Isabel PR

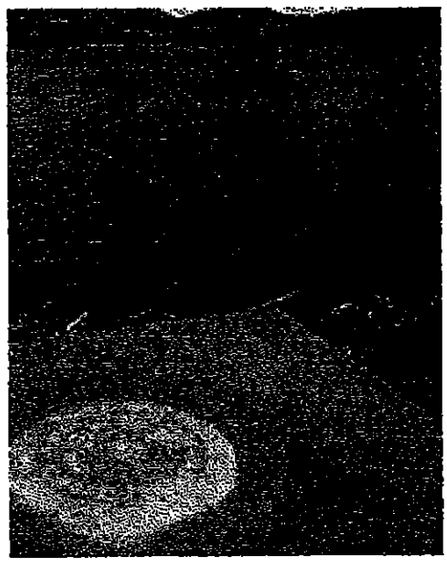
PROJECT CATEGORY:
Civil Engineering

HIGHLIGHT:
Earned the "Project of the Year Award" in Land Surveying and Environmental Engineering.

TORRES - ROSA
consulting engineers

PRASA DAM MONITORING PROGRAM

ISLAND WIDE, PR



TRCE develops and implements the monitoring program for PRASA Dams according to regulatory agencies standards and regulations. Major responsibility includes concrete and earthen dam inspections, installation and survey of displacement and settlement monuments, installation and survey of piezometers, execution of dam break and stability studies, as well as representing the client with regulatory agencies. Dams include Carraizo, Fajardo, Cidra, Las Curias, Rio Blanco, La Plata, Toa Vaca and Lago Regulador de Isabela.

CLIENT:
Puerto Rico Sewer and Aqueduct Authority

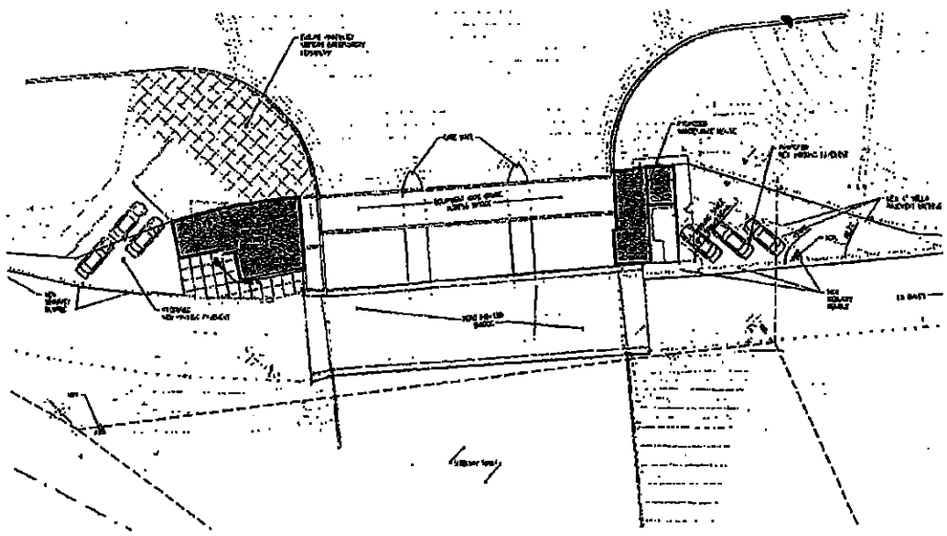
PROJECT LOCATION:
Island Wide, PR

PROJECT CATEGORY:
Consulting

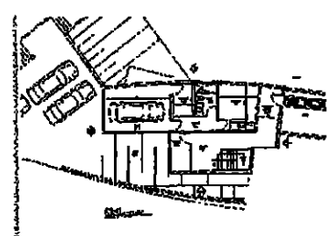
TORRES - ROSA
consulting engineers

TOA VACA RETROFIT PROJECT

VILLALBA, PR



PRASA was committed to funding a remediation project to improve the conditions to the Toa Vaca Dam. The improvements were to be focused in the Dam operation, monitoring and controls systems. TRCE conducted a detailed assessment of the spillway and intake tower, developed a restoration approach and designed the improvements required at the dam to comply with the original Designers Operation Criteria as a minimum. A new two-story structure of 2,100 SF was designed and the existing access room structure was remodeled to provide a controls room area with visual to the spillway gates and intake tower, Emergency Power Generator enclosure, meeting/office room, and a secured access to the sprillway tunnel and to the spillway platform.



CLIENT:
Puerto Rico Sewer and Aqueduct Authority

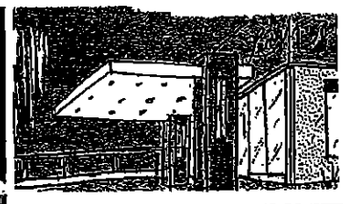
PROJECT LOCATION:
Villalba, PR

PROJECT CATEGORY:
Civil and Architectural Design

TORRES - ROSA
consulting engineers

LEMY BAKERY

GUAYNABO, PR



Turnkey Project under a demolition, design and construction contract. The project consisted in the demolition, remodel and additions to a former Burger King structure to build the new Guaynabo Lemy Bakery from a fast-food to a high end/ fine boutique bakery and restaurant. Project had a limited budget, nonetheless, result was the completion of an outstanding product. We handled a permitting issue with no consequences to the Owner. Improvements involved all interior finishes including gypsum board walls and fascias, ceramic floor and wall tiles, woodwork and bathroom updating. Exterior works included improvements to the existing facade, outside terrace and an ornamental fence, sidewalk retrofit, new entrance and deck and new drive-thru and service area. The total store area upon completion was approximately 2,000 feet.

CLIENT:
LEMY BAKERY

PROJECT LOCATION:
PR-177 Km. 2.5 Guaynabo, PR

PROJECT CATEGORY:
Design and Construction

HIGHLIGHT:
Handled Hurricane Maria during full construction with NO LOSS

TORRES - ROSA
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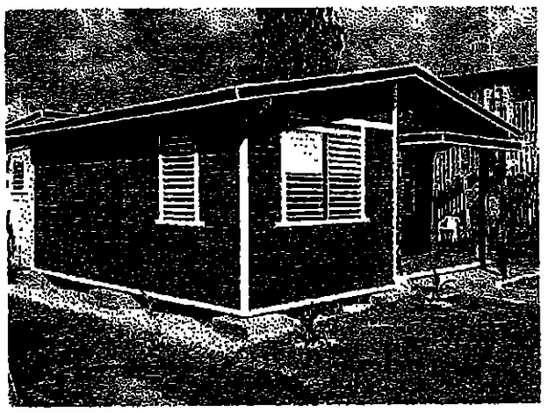
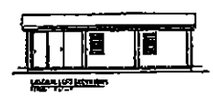
TEAM RUBICON HURRICANE MARIA FULL HOUSE CONSTRUCTION PILOT PROJECT

VEGA ALTA, YABUCOA & CANOVANAS, PR





TRCE was contracted by Team-Rubicon; a non-profit organization working in Puerto Rico after Hurricane Maria providing recovery services to replace roofs and houses to the people in need. TRCE worked the design and construction of three full house units located in the municipalities of Vega Alta, Canovanas and Yabucoa which replaced residences that were completely destroyed. Each residence had different requirements for the slab and footing of the structure that depended on the site conditions and topography, however the basic structure framing design was the same for all three units with a slight variation on the layout. House main structural framing was composed of 3 x 8 treated wood beams and columns. Plywood and trims were used for the exterior finish and gypsum board for the interior wall finishes. Modern furnishing inside blended with rustic wooden elements achieving an outstandingly beautiful interior at a very low cost. All residences were designed to withstand CAT-2 hurricane winds. TRCE built three units on-time and with-in budget. Project Cost: $124,788.00

CLIENT:
Team Rubicon

PROJECT LOCATION:
Candelaria Ward, Vega Alta PR
Jagueyes Ward, Yabucoa PR
San Isidro Ward, Canovanas PR

PROJECT CATEGORY:
Design Build

HIGHLIGHT:
Designed 2 models of FAST CONSTRUCTION structural wooden houses for a pilot housing project to provide a new home from the ground in less than 15-days.

TORRES - ROSA
consulting engineers

TEAM RUBICON HURRICANE MARIA ROOF REPAIR PROJECT

ISLAND WIDE, PR

TRCE was contracted as part of the emergency response team by Team-Rubicon; a non-profit organization working in Puerto Rico after Hurricane Maria providing recovery services to replace roofs and houses to the people in need. TRCE worked the construction of new roofs for around 180 residences in the North and East area of Puerto Rico. Work included the design of typical resilient roof structure to withstand CAT-2 hurricane winds. Roof structural frame was treated wood with rolled asphalt roofing system for impermeabilization. Houses were provided with a new roof in an average of 3 days. FEMA supplied the materials for most of the residential units.

Project cost: $1,738,000.00

CLIENT:
Team Rubicon

PROJECT LOCATION:
Island Wide

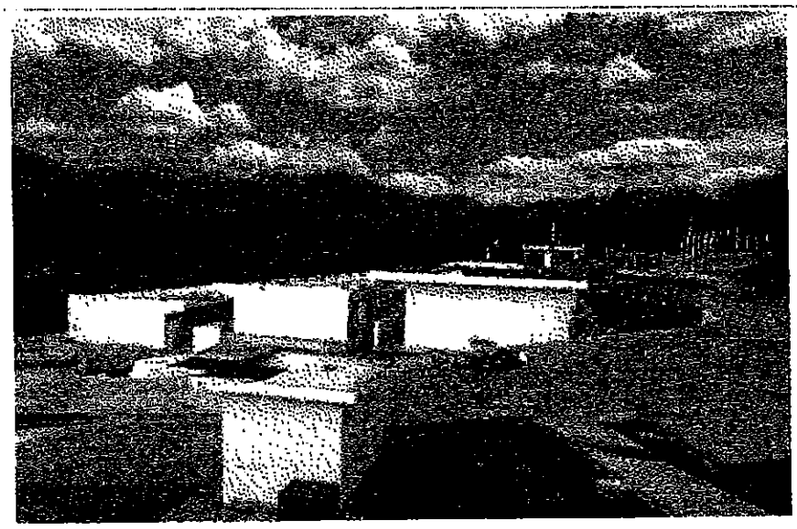
PROJECT CATEGORY:
Emergency Response Design Build

HIGHLIGHT:
Built around 200 roofs in 11 months

TORRES - ROSA
consulting engineers

KELLY LEARNING CENTER

LUQUILLO, PR



Design (E&E), build and management for the construction of the new facilities for Kelly's Learning Center in Luquillo, Puerto Rico. TRCE performed a Value-Engineering to reduce the construction cost for about $800,000. Structure was comprised of monolithic buildings built in only two concrete pours. TRCE utilized an innovative method for exposed concrete that did not require plastering, thus decreasing construction time. The facilities included 18 class rooms, half length Olympic swimming pool, basketball court, modern entrance, access drop-off and circuit road, parking, septic retention tank, site with stormwater system and all other related facilities all located in a 5-acre lot. Project was completed on time and with-in budget.

Total project cost was $1.8M

CLIENT:
MALAN Enterprises

PROJECT LOCATION:
Luquillo, PR

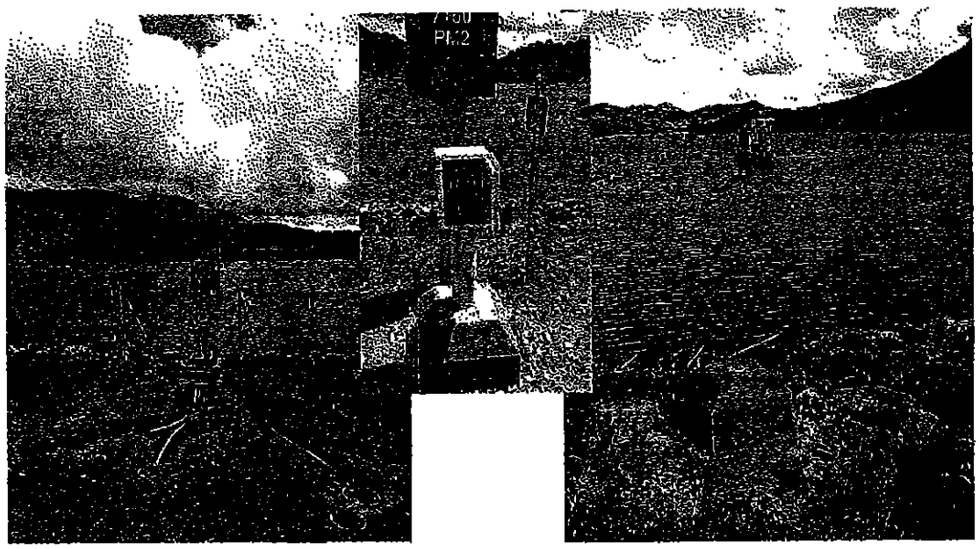
PROJECT CATEGORY:
Civil Engineering & Construction

HIGHLIGHTS:
In-house Full Design/Permitting and Construction

TORRES - ROSA
consulting engineers

PRASA DAMS MONITORING PROGRAM INSTRUMENTATION

ISLANDWIDE, PR



TRCE developed a monitoring program for all Dams owned by PRASA in Puerto Rico. The monitoring consist of construction and measurement of high-precision instrumentation to detect and document the performance of the Dam structure and cross-check the results with the Design Parameters.

TRCE designed, built and monitor the settlement/ displacement monuments and the remote monitoring equipment for monitoring wells. This project results in a significant reduction of warning issued by the Puerto Rico Dams and Reservoirs inspection and Regulation Unit.

Initial Implementation cost was $350,000.00

CLIENT:
PRASA

PROJECT LOCATION:
Rio Blanco Dam, Fajardo Dam, Las Curias Dam, Isabela Dam, Cidra Dam, Carraizo Dam and Toa Vaca Dam

PROJECT CATEGORY:
Design and Construction

HIGHLIGHTS:
In-house Full Design/, Construction and Monitoring.

TORRES - ROSA
consulting engineers

OUR KEY PERSONNEL

RESUME
RAFAEL ROSA CASTRO, MSCE, PE

CO-FOUNDER
CIVIL/WATER RESOURCES/ENVIRONMENTAL ENGINEER

Mr. Rosa has 20-years of experience as a Civil / Water Resources/ Environmental Engineer. He has extensive experience in the areas of planning, survey, environmental evaluation, hydrology-hydraulic, design and construction supervision. Including but not limited to the planning, environmental evaluations and design of several heavy infrastructure projects in Puerto Rico. The following describes the overall professional expertise of Engineer Rosa:

- Bachelor of Science in Civil Engineering and Master of Science in Civil Engineering.
- Professional Engineer & Register of Land Surveyor, Puerto Rico Lic. 15855.
- Extensive expertise in environmental evaluations for transportation and water resources projects in compliance with the NEPA and Puerto Rico Environmental Public Policy Law.
- Extensive expertise in permitting process applicable to Puerto Rico including Federal requirements.
- Extensive expertise in hydrology, hydraulics, bridge scour and flood control.
- Extensive expertise in design of heavy infrastructure projects.
- Lead and manage multidisciplinary team including engineers, ecologists, biologist, economists and archeologists.
- Torres-Rosa Consulting Engineers TRCE) and 3CON Co-Founder, Senior Engineer and Manager.

Mr. Rosa has extensive experience in planning and preparation of environmental documents for highway infrastructure in compliance with the National Environmental Policy Act (NEPA) and the Puerto Rico Environmental Public Policy Law. He had lead and coordinated consultation under Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). Prepared permits applications pursuant to Section 404 of the Clean Water Act (CWA) and documentation required under Environmental Protection Agency (EPA) 2012 Construction General Permit.

Mr. Rosa performed hydrologic and hydraulic modeling (steady & unsteady flow) for rivers and stormwater drainage systems including modeling of flood levels and limits, analysis of stormwater detention systems including systems drained by sinkholes, bridge hydraulics and scour analysis, river erosion potential and analysis of the hydraulics of river intake structures. He received specialized training in the evaluation and analysis of river geomorphology and river erosion potential. Mr. Rosa has performed the design; environmental evaluation and permitting process for several rivers bank protection and bridge scour countermeasures using sustainable and environmental friendly techniques. He has performed geomorphologic analyses for several rivers in Puerto Rico.
Topographic surveying experience includes land surveying by conventional methods, river cross-section surveys, GPS surveys, acquisition drawings preparation and reservoir bathymetric survey. Eng. Rosa was Invited Instructor of Highway Design and Fluid Mechanics courses at the Caribbean University of Puerto Rico. Mr. Rosa has worked in Puerto Rico, Honduras, Haiti, Bolivia, Virgin Gorda and Antigua.

Mr. Rosa is in charge of TRCE and 3CON administration and personnel in compliance with Puerto Rico and US human resources and tax regulations. He leads and manages sub-consultants contracts, prepare proposals and manage invoicing process.

CONT. RAFAEL ROSA CASTRO, MSCE, PE

CO-FOUNDER

EDUCATION AND CERTIFICATIONS

Master of Science in Civil Engineering, University of Puerto Rico, RUM (2000); Thesis: "Effect of Buoyant Forces in the Incipient Motion of Soil Particles on Sloping Beds"

Bachelor of Science in Civil Engineering, University of Puerto Rico, RUM (1994).
Professional Engineer & Register of Land Surveyor, Puerto Rico Lic. 15855

TRAINING

- USACE Regulatory Program Overview and Permit Process. USACE, San Juan PR (2016)
- Highway Design and PS&E Development. FHWA, San Juan PR (2015)
- Improving Environmental Documentation Quality Workshop. TTTC, San Juan PR (2014)
- Soil Mechanics for Dam Safety. ASDSO, Oklahoma City, Oklahoma (2013)
- National Environmental Policy Act. FHWA, San Juan, Puerto Rico (2013)
- GIS for Hydraulic and Hydrologic Modeling. ASCE, Houston, Texas (2012)
- Dam Safety Conference. U.S. Department of the Interior Bureau of Reclamation (2011)
- HWA Interstate Access & Design Exception Workshop. FHWA, San Juan PR, (2010)
- River Assessment & Monitoring. Wildland Hydrology, Pagosa Springs, Colorado (1999)
- Natural Channel Design & River Restoration. Wildland Hydrology, Pagosa Springs, Colorado (1999)
- River Morphology & Application. Wildland Hydrology, Pagosa Springs, Colorado (1998)
- Applied Fluvial Geomorphology. Wildland Hydrology, Pagosa Springs, Colorado (1997)
- Practical Guidelines for Stream Stability and Scour Analysis at Highway Bridges. Federal Highway Administration, San Juan PR (1998)

PROFESSIONAL AFFILIATIONS

- Member of Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR)
- Member of American Society of Civil Engineers (ASCE)
- Member of Association of State Dam Safety Officials (ASDSO)

REPRESENTATIVE PROJECTS

Landslide and Road Damages Evaluations and Repairs—Preparation of the environmental documents, permits applications and Hydrologic and Hydraulic Studies for the repair of damages caused by Hurricane Maria in the PR road network. TRCE has been contracted by several firms in Puerto Rico. The project is funded by FHWA.

Section 404 (CWA) Permitting—Mr. Rosa has extensive experience in preparing permits applications pursuant to section 404 of the Clean Water Act (CWA). Has prepared permits applications for the construction of bridges, dams repairs, residential projects and emergency projects. Experience includes IP, NWP and evaluations pursuant to 33CFR330.3.

Rehabilitation and Scour Mitigation of Bridge 1096 over Guanajibo River, San Germán PR, (Current) – Project Manager and Lead Engineer (Environmental, Design, Hydraulics) in preparation of the construction documents for the erosion control and rehabilitation of Bridge 1096. P.R. Construction documents include environmental evaluations, Documented Categorical Exclusion (FHWA and NEPA-compliant), hydrologic-hydraulic/scour analysis, bridge general structural assessment, design drawings, specifications and permits/consultations. Project includes countermeasures to avoid erosion caused by lateral river migration and erosion caused by bridge floodplain constriction. Bridge No. 1096 is a thirteen (13) span reinforced concrete cast in place built on 1969. Project owner is Puerto Rico Highway and Transportation Authority (PRHTA).

CONT. RAFAEL ROSA CASTRO, MSCE, PE

CO-FOUNDER

REPRESENTATIVE PROJECTS CONT.

Rehabilitation and Scour Mitigation of Bridge 261 over Prieto River, Maricao PR, (Current) - Project Manager and Lead Engineer (Environmental, Design, Hydraulics) in preparation of the construction documents for the erosion control and rehabilitation of Bridge 261. Construction documents include Environmental Assessment (FHWA and NEPA-compliant), hydrologic- hydraulic/ scour analysis, bridge general structural assessment, design drawings, specifications and permits/ consultations. Project includes countermeasures to avoid erosion caused by lateral river migration and erosion caused by bridge floodplain constriction. Bridge No. 261 is a reinforced concrete cast in place built on 1924 and is included in the National Register of Historic Places (NRHP). Project owner is Puerto Rico Highway and Transportation Authority (PRHTA).

PRASA Dams Monitoring Program, PR, (Current) – Mr. Rosa participates in the implementation of Puerto Rico Aqueduct and Sewer Authority (PRASA) Dams monitoring program. Main responsibility includes survey of displacement and settlement monuments and dam break analysis. Project owner is PRASA.

Replacement of Bridge 122 over Río Santiago Environmental Assessment, Naguabo, PR (Current) – Preparation of several environmental studies and permitting required evaluating the potential environmental impact of replacing Bridge No. 122. Works includes preparation of Environmental Assessment (FHWA and NEPA-compliant) and permitting. Bridge No. 122 is a concrete beam bridge and is included in the NRHP. Project owner is PRHTA. TRCE was contracted by BH&A.

Scour Evaluation at Various Existing Bridges in Puerto Rico – Phase IV, Plan of Action, PR (2016) – Preparation of action plan and schematic scouring countermeasures against the scouring conditions estimated at several bridges in Puerto Rico. Project owner is PRHTA. TRCE was contracted by BY&A.

SITRAS Maintenance Yard, Ponce PR, (2016) – Preparation of Environmental Feasibility Study (EFS) for the Sistema Integrado de Transporte del Sur (SITRAS) maintenance facility and yard. Three sites have been identified as possible site to locate the maintenance facility and yard. EFS focus on execute an environmental review/screening of the three site conditions with the purposes of:(1) Determine which site is more appropriate to develop the SITRAS maintenance facility and yard site in terms of environmental conditions; and (2) Determine which environmental document (CE, EA or EIS) will be required to evaluate the potential environmental impacts of SITRAS maintenance facility and yard. EFS was prepared foreseeing that an environmental document will be prepared in accordance with National Environmental Policy Act (NEPA) of 1969 as amended and Puerto Rico Environmental Public Policy Law as amended. The Federal Transit Administration (FTA) and the Puerto Rico Highway and Transportation Authority (PRHTA) are expected to be the Project Lead and Co-Lead Agencies. Project owner is Ponce Municipality. TRCE was contracted by BH&A.

Barranquitas South Bypass, Barranquitas PR, (2015) - Project Manager and Lead Engineer in preparation of a FHWA and NEPA-compliant Environmental Assessment (EA) to improve mobility between eastern and southern bounds of Barranquita's urban region. The EA includes technical studies covering: archaeology, forest inventory, wetlands, wildlife and endangered forest inventory, wetlands, wildlife and endangered species, traffic and energy use projections, hydrology and hydraulics, noise impacts, topographic survey, conceptual design and capital cost analysis. Works also include public hearings. Project owner is Puerto Rico Highway and Transportation Authority (PRHTA).

CONT. RAFAEL ROSA CASTRO, MSCE, PE

CO-FOUNDER

REPRESENTATIVE PROJECTS CONT.

Santa Isabel Wind Farm, Santa Isabel PR, (2012) - The Santa Isabel Wind Farm is a 75MW wind energy project consisting of 44 wind turbines in the south coast of Puerto Rico at a cost of more than $200,000,000. Mr. Rosa leads the permitting process and prepared the civil site design of the project. Project owner is Pattern Energy.

Paseo Lineal de San Juan, San Juan PR, (2015) – Project will implement an innovative multi-modal transportation network that includes a continuous pedestrian walkway and dedicated cycling path that will seamlessly connect Puerta de Tierra to the highly frequented areas of Old San Juan and Condado. Works includes preparation of Environmental Assessment (EA) for project area located in Puerta de Tierra District in accordance with Puerto Rico Environmental Public Policy Law as amended. EA evaluates the project potential impacts to natural environment including flora and fauna; transportation system; and the cultural environment including archaeological resources. Project owner is the Puerto Rico Infrastructure Financing Authority(PRIFA).

Cidra Corridor from PR-52 to PR-7733 Environmental Impact Statement, Cidra PR, (2012) -Project Manager and Lead Engineer in preparation of a FHWA and NEPA-compliant Draft Environmental Impact Statement (DEIS) describing route alternatives for the new highway connecting Cidra to Cayey, extending from PR-7733 to PR-52. The EIS includes technical studies covering: archaeology, forest inventory, wetlands, wildlife and endangered species, traffic and energy use projections, hydrology and hydraulics, noise impacts, topographic survey, preliminary design and capital cost analysis. He implemented communities and government agencies participation according to SAFETEA-LU regulation. Works included consultation under Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). Project owner is Puerto Rico Highway and Transportation Authority (PRHTA).

Río Gurabo Bank Stabilization, Juncos PR, (2010) – Performed the survey, geomorphologic evaluation, hydraulic and scour potential analyses, design and leads the environmental evaluation and permitting process for stabilization of approximately 500 m of Río Gurabo left bank. The river bank stabilization was designed using sustainable and environmental friendly techniques. This project was the first one in Puerto Rico that used rock vanes structures to protect river banks against erosion. He also supervised construction process. Project owner is AMGEN.

Quebrada Beatriz Dam, Caguas, Puerto Rico (2007) - Provided engineering support and prepared technical studies for the preparation of the EIS document. Project owner is Puerto Rico Aqueduct and Sewer Authority.

Peligre Reservoir, Haiti (2008) - Responsible for bathymetric measurements to document sedimentation conditions in the 27 km long, Peligre hydropower reservoir in Haiti. Study involved organization and execution of field data collection using GPS and Sonar equipment, data reduction, volume computations and report preparation.

El Cajón Reservoir, Honduras (2000) - Responsible for bathymetric measurements to document sedimentation conditions in the 5.4 km3 El Cajón hydropower reservoir in Honduras. Study involved organization and execution of field data collection using of BLASS+ survey system (GPS and Sonar with microcomputer), data reduction, volume computations, report preparation and presentation to the owner in Honduras.

Northeast Water Supply Improvements, PR (2002) - Project Manager and Lead Civil Engineer for the design of transmission improvements including 20 km of potable pipelines and 5 water supplies pump stations in Fajardo, Luquillo and Ceiba. Performed construction supervision services for this project. Project owner is Puerto Rico Aqueduct and Sewer Authority.

CONT. RAFAEL ROSA CASTRO, MSCE, PE

CO-FOUNDER

REPRESENTATIVE PROJECTS CONT.

Toa Alta - Dorado Wastewater Trunk Sewer, PR (2005) - Lead Design Engineer for design of 8 km of 24", 30" and 42" dia. trunk sewer, two gravity siphons and pump station (4.5 MGD) including analysis of hydraulic profile and definition of land acquisition limits. Project owner is Puerto Rico Aqueduct and Sewer Authority.

Río Blanco Dam, Naguabo, PR - Project Manager and Lead Civil Designer for design of $105 million off-steam reservoir including the design of 2.2 km of 66" dia. and 1.5 km of 42" dia. raw water pipelines, 0.6 km of 16"dia. of finished water transmission line, 18 mgd pump station and 150 cfs river intake structure. Preparation of environmental evaluations. Project owner is Puerto Rico Aqueduct and Sewer Authority.

Bridge Hydraulics and Scour Analysis, PR - Prepared and supervised hydrologic and hydraulic analysis, scour analysis, and hydraulic design for numerous bridges in Puerto Rico. Including Caño Corazones bridge over the northern mouth of Río Guanajibo, in an area consisting primarily of beach sands.

Flood and Urban Drainage Studies, PR – Performed numerous steady and unsteady-flow hydrologic and hydraulic studies of rivers, stormwater drainage and detention systems using both HEC-RAS and adICPR modeling. He performed hydrologic/hydraulics studies for FEMA floodplain mapping.

HRC

RESUME
PULLY A. TORRES, PE

CO-FOUNDER

Mr. Torres has over 20 years of experience as a Civil Engineer and as a water resources consultant primarily to the Puerto Rico Aqueducts and Sewers Authority (PRASA). He is currently consultant to the Puerto Rico Aqueducts and Sewers Authority in all matters related to the inspection and monitoring of all the dams owned by PRASA as part of the agency's potable water infrastructure. Torres has extensive experience in the areas of planning, hydrology, design and construction supervision. He has been in charge of the development, design and construction supervision of several heavy water infrastructure projects in Puerto Rico. As a consultant, Mr. Torres has also participated in important projects in the Dominican Republic, Bolivia, Honduras, Argentina, and Africa. The following highlights describes the overall professional expertise of Mr. Torres:

- Professional Engineer with all courses conducting to a Master Degree in water resources at the University of Puerto Rico in Mayaguez (Thesis Pending).
- Extensive expertise in dams, reservoirs, and water resources engineering.
- Extensive expertise in hydrology, hydraulics and flood control.
- Extensive expertise in design of heavy infrastructure projects.
- Speaker in several continuous education courses in flood control, dams, and river engineering.

Mr. Torres has performed hydrologic and hydraulic modeling (steady & unsteady flow) for storm water drainage studies, flood control and sedimentation. Torres has performed or has been in charge of the preparation of more than 50 hydrologic-hydraulic studies in Puerto Rico, and has served as expert witness in several court cases related to flood controls and overall civil engineering. Actually, Mr. Torres is the lead consultant in Dams for the Puerto Rico Aqueducts and Sewers Authority (PRASA).

EDUCATION AND CERTIFICATIONS

Master of Science in Civil Engineering (Thesis Pending)
University of Puerto Rico, RUM. (thesis not presented)

Bachelor of Science in Civil Engineering
University of Puerto Rico, RUM. 1991

Professional Certifications and Registration
Professional Engineer in Puerto Rico (Lic. 13,857)

CIAPR Member
Presented several courses of Professional Development
ASDSO Member
Presented a technical paper in the 2014 Regional Conference
AWRA Member
Presented a Technical Paper in the 2010 Regional Conference

With our 20-years of experience, Mr. Torres has participated as engineer and consultant for important projects in several countries including the Caribbean, South America, Central America and Africa.

CONT. PULLY A. TORRES, PE

CO-FOUNDER

TRAINING

ASDSO - Southeast Regional Conference # - April, 2014, Montgomery, Alabama.

FEMA - National Dam Safety Technical Workshop # - June, 2012, San Juan, PR.

AEE - Taller de Seguridad y Estudios Técnicos Represas Guayabal y Patillas- December, 2012, San Juan, PR.

ASDSO Dam Safety National Conference - September, 2012, Denver, Colorado.

ASDSO Introduction to ARS-NRCS WinDAM B Software - September, 2012, Denver, Colorado.

The results of Mr. Torres work and research has been published in several forums including the results of his master degree research.

ASDSO - Southeast Regional Conference # - April, 2014, Montgomery, Alabama.

FEMA - National Dam Safety Technical Workshop # - June, 2012, San Juan, PR.

AEE - Taller de Seguridad y Estudios Técnicos Represas Guayabal y Patillas- December, 2012, San Juan, PR.

ASDSO Dam Safety National Conference - September, 2012, Denver, Colorado.

ASDSO Introduction to ARS-NRCS WinDAM B Software - September, 2012, Denver, Colorado.

AEE - Integración Tecnológica y Técnica a la Operación de Represass y Embalses - June, 2012, San Juan, PR.

Mr. Torres has successfully served as expert witness in several court cases related to flood control and other engineering topics.

ASDSO Dam Safety National Conference - May, 2012, Louisville Kentucky.

FEMA - National Dam Safety Technical Workshop #19 - February, 2012, FEMA Emergency Management Institute, Emmitsburg, Maryland.

Risk Assessment Basics for an Individual Dam- An ASDSO Dam Safety Webinar, December 2011

FEMA - National Dam Safety Technical Workshop #18 - February, 2011, FEMA Emergency Management Institute, Emmitsburg, Maryland.

Mr. Torres has extensive continuing education training in Dam Safety, Flood Control and River Engineering.

CONT. PULLY A. TORRES, PE

CO-FOUNDER

TRAINING CONT.

Roller Compacted Concrete Dams- Has completed the training in RCC Dams offered by Schanabel Engineering, Atlanta, Georgia (March 2007)
River Geomorphology -Has completed the Engineering Geomorphology course of Rosgen River Restoration training at Wildland Hydrology, Pagosa Springs, Colorado (1999-2002)

Advanced Interconnected Channel-Pond Routing (adICPR) - Has completed the On-Hands training on the adICPR unsteady flow program offered by Streamline Technologies in Orlando Florida.
Construction Scheduling - Has completed the seminar of Scheduling Construction Projects using Sure Track (Primavera) offered by Dr. Lluch, UPPR.

Cad-Civil Design - Has completed the training on Land Desktop/Civil Design/Survey Design R3 software.

Landfills Evaluation - Has completed the shot course in the Landfill Design Software for Hydrologic Evaluation for Landfill Performance (HELP).

Geographic Information Systems - Has completed the Seminar on Geographic Information Systems at the Economic Development Univer-

Mr. Torres has been invited as a speaker in continuing education courses for engineers in Puerto Rico. He has authored, published and presented his work in several international forums.

INSTRUCTION

Basic Concepts on the Design of Storm Water Detention SystemsMr. Torres has presented continuing education seminars of basic concepts in the design of Hydraulic Detention Systems for the following entities;

- CIAPR San Juan, Puerto Rico
- CIAPR Aguadilla, PuertoRico
- CIAPR Humacao, Puerto Rico
- CEVS, Valle de Sula, Honduras

River Intake Design
Mr. Torres was invited to present a speech in River Intake designs in the PRWWA meeting in Fajardo PR on November 2007. His presentation was focused on basic river intake design approaches considering river geomorphology, stream flows, and minimization of maintenance due to sedimentation. Mr. Torres presented the river intakes for the Fajardo off- stream reservoir and the Rio Blanco off-stream reservoir which has been considered as successful designs by the owner (PRASA).

Basic Principles in the Design of Off-Stream Reservoirs
Mr. Torres has been in-charge of the supervision of the construction of the first two off-stream reservoirs in Puerto Rico (Fajardo and Rio Blanco). He has presented technical courses accredited for continuing education on the CIAPR about the basics on the design of off-Stream Reservoirs. The case studies of the Fajardo off-stream reservoir and the Rio Blanco off-stream reservoir has been presented by Mr. Torres in the following locations of the CIAPR:

- Humacao – Including a technical field visit to the construction of the Rio Blanco Reservoir.
- Aguadilla

INSTRUCTION CONT.

Política de Control de Inundaciones en Puerto Rico
In summer of 2007 Mr. Torres presented a short technical conference to the "Comisión Ejecutiva del Valle de Sula" in Honduras. The conference was about the regulations for developments in flood areas in Puerto Rico and regulation applicable to flood prevention. The basic concepts of Puerto Rico Planning Board Regulation #15 and Regulation #3 were presented together with the corresponding technical studies that are required to prove compliance with both regulations.

New Strategies for the Design in Raw Water Intakes for Potable Water in Puerto Rico - *Technical Paper*
Mr. Torres is the principal author of this publication and presented it in the AWRA International Conference is September 2010.

The river intake structures designed by Mr. Torres are being used as examples of successful raw water intake design in Puerto Rico.

Rehabilitation of Las Curias Dam, An Emergency Project to prevent Piping Failure in an old Earthen Dam, San Juan, Puerto Rico. - *Technical Paper*
Mr. Torres is the principal author of this publication and presented it in the ASDSO Southeast Regional Conference in Montgomery Alabama in April, 2014.

REPRESENTATIVE PROJECTS

East-Central Regional Aqueduct Initiative - Torres was the principal developer of a PPP project presented to PRASA to complete the design, build, operate, finance and transfer a potable water infrastructure project that includes 2 dams, 2 water filtration facilities and related transmission lines to produce 22 MGD of potable water for PRASA and eliminate the water shortage in 5 municipalities within the east-central region of Puerto Rico. The cost of the project exceeded $500MM.

Rehabilitation of Lago Regulador de Isabela - Current - Torres developed and design a rehabilitation project to restore the reservoir interior impermeable layer and provide protection against overtopping. The project main purpose of the project was Dam Safety.

Evaluation of the San Patricio area flooding conditions - Current -
Detailed analysis of the flooding conditions of the San Patricio area including the upper watershed are being studied including the impacts of the USACE channelization of the Puerto Nuevo River.

Acueducto para la nueva ciudad de Luba, Bioko Island, Guinea Ecuatorial, Africa - 2013 - Preparation of a feasibility level planning/design document for the water supply system for an urban development in the west coast of the Bioko Island in the west coast of Africa. The study includes field reconnaissance, water demand estimation, identification of potential water sources, yield analysis and conceptual design of the transmission and distribution systems including storage tanks and pumping stations.

Development of PRASA Dams Monitoring Program - Current -
Design and implementation of a plan to monitor the behavior of all dams owned by PRASA in Puerto Rico. The plan included an initial inspection of all facilities, provide recommendations for the minimum instrumentation requirements, installation and monitoring of the instrumentation, and reporting the findings of all monitoring. As a result of this program, the deficiencies of all PRASA dams (as reported by the "*Unidad de Inspección y Regulación de Presas y Embalses de PR*") has been reduced to a minimum in two years.

CONT. PULLY A. TORRES, PE

CO-FOUNDER

REPRESENTATIVE PROJECTS CONT.

Mr. Torres prepared the planning of a new aqueduct for the new city of Luba, In Equatorial Guinea, Africa.

Emergency Dam Rehabilitation - Las Curias Dam - 2012 - Substantial seepage and migration of soil was identified downstream the right abutment of Las Curias Dam and an emergency action was required. Engineer Torres was in charge of the development and implementation of a remedial action that was implemented as a design-built project. The project was completed in four months and it includes the installation of toe granular filters and a seepage collection system for further monitoring. The project was designed and built within a prestated budget that did not exceeded $700,000.

Santa Isabel Wind Farm - 2012 - The Santa Isabel Wind Farm is a 75MW wind energy project consisting of 44 wind turbines in the south coast of Puerto Rico at a cost of more than $200,000,000. Mr. Torres was responsible for the geometric design of all access roads and of the revision of the civil design for the Switchyard and O&M building. The installation of the 44 turbines was completed in August 2012 with no delays related to turbine deliveries to their respective sites.

Ponce Northern Rural Aqueduct - Current - Mr. Torres has been in charge of the development of an aqueduct to provide potable water for the northern region of the municipality of Ponce Puerto Rico. The service area is in the mountainous central part of the island and comprises many kilometers of pipelines, a new raw water intake , retrofit of three raw water intakes and several pump stations. The results of the planning indicates that with this project the water availability in the north part of Ponce will be increased by more than 0.60MGD. When completed, the construction cost of the PNRA will pass the $40,000,000.

Analysis and recommendations for the improvement of the Mayaguez 2010 Olympic Center drainage system- Field data collection, modeling and reporting of a detailed analysis of the Mayaguez 2010 facility drainage. The analysis included an initial modeling of the AS-BUILT system, identification of hydraulic constraints and development of recommendations to improve the overall master drainage. The modeling included parking areas, roads, internal baseball stadium drainage, running track drainage, and off-site pipelines for several water levels at the downstream boundary in the Mayaguez Bay.

Feasibility Level Design at Five Reservoir Sites, Puerto Rico – Mr. Torres Assisted the Design Team in the field recognition and development of project layout for the preparation of feasibility analysis of 5 potential dams in Puerto Rico.

Mr. Torres has been responsible for the development and successful implementation of a monitoring program for all Dams in Puerto Rico owned by PRASA.

Río Blanco Reservoir, Naguabo Puerto Rico 1999-2009 - This $155,000,000 project includes a 1.3 Km long /20 m high off-stream reservoir, 2.2 km of 66" diameter and 1.5 km of 42" diameter raw water pipelines, 0.6 km of 16"diameter of finished water transmission line, and an 18 MGD pump station. It also includes a 150 cfs river intake structure, and structures appurtenant to the off-stream dam.

- **Construction Supervision (2005-2009):** Torres was the Design Team Project Manager and Engineer of Record for the construction of the reservoir and all the reservoir-related structures of the Río Blanco project.
- **Design: (2001-2003)** - Mr. Torres was the overall Design Reviewer for the project pipelines and structures. He was in charge of the design for the challenging/non-typical river intake structures and the pipes gallery upstream and downstream connections.
- **Planning and Environmental (1999-2000):** - Mr. Torres was in charge of the selection of river intake location and pipelines alignment. During the interagency consultation meeting, Torres was participated in the presentation of the overall project components and basics for site selection. Torres also prepared the design for a 27-acres constructed wetland to mitigate for the project impacts on the US jurisdictional waters in compliance with the USACE.

CONT. PULLY A. TORRES, PE

CO-FOUNDER

PROJECTS AS SENIOR ENGINEER FOR GMA/GME (17-YRS):

Quebrada Beatriz Dam, Caguas, Puerto Rico – Mr. Torres Assisted the design team in the definition of project components and coordination with environmentally sensitive areas as part of the preparation of the EIS document.

Mr. Torres worked during 17- years with Dr. Gregory L. Morris firms (GMA, GME). During that period, he was in- charge of PRASA's biggest water infrastructure projects built over the last decade.

Fajardo Off-Stream Reservoir and Intake Facilities - 1997-2006 -

- **Construction Supervision (2000-2006)** - Torres was the Design Team Project Manager and Engineer of Record during the construction of Río Fajardo intake, 54" diameter-8 km raw water pipeline, and off-stream reservoir. In 2006 Torres designed a restoration project to attend some erosion problems in the dam area triggered by ATV's. Torres also provided the engineering services during all construction phases.
- **Design (2004)** Torres was the designer of an alternative outlet works for the Fajardo reservoir consisting on a 42"diameter double-lined tunnel (400'long) connected to the reservoir intake tower and the pump station. The design also included an internal lining for the reservoir inlet 54"diameter pipe and a pipeline to by-pass the reservoir.
- **Design (1997-1998)** As Civil Engineer, Mr. Torres was responsible for the preliminary design of 10 km of pipelines (20"to 54"), an 18 MGD raw water pump station and a 2 km access road. He was responsible for the final design of 5 km of 54-inch gravity pipeline.
- **Planning and Environmental** – Mr. Torres was in charge of the field reconnaissance performed to locate the cross-country pipelines. Also assisted in the presentation of the project in sitting consultations and land acquisition meetings.

San Lorenzo – Caguas Water Supply Improvements - Torres was the Design Leader and Project Manager for design of 6 MGD water supply project including a raw water intake, raw water pump station, 18 km of 22" raw and finished water pipelines, a 2 MG tank and a 3 MG tank. Torres also provided engineering services during the construction of this project.

The emergency rehabilitation of Las Curias Dam yield to a technical paper about the design and testing of granular filters for old earthen dams.

Yaciretá Reservoir Sedimentation Analysis, Paraná River, Argentina (2002) The Paraná River is the second largest river in the South American Continent. Yaciretá reservoir is the most downstream reservoir on the Paraná River before it discharges into La Plata Estuary and eventually into the Atlantic Ocean. Mr. Torres was responsible for the field data collection and initial preparation of hydraulic and sediment transport models for this reservoir which has a spillway capacity of 3.3 millions cfs and a hydropower production capacity of 3,200 megawatts.

Palmas Del Mar master drainage and Río Candelero channelization, Humacao, PR 1997 - Mr. Torres performed all hydrology and hydraulic modeling to develop the basis for design of the Palmas de Mar community master drainage system, including the final design for the channelization of a 2 km reach along Río Candelero using a combined-section channel, which allows the river floodplain to be incorporated to the golf-course facilities of this resort project while conveying the 100-year discharge.

Puerto Rico north coast Super Aqueduct (1994) - Sediment Transport modeling and Firm Yield Analysis- Mr. Torres was in charge of the evaluation of the project impact on the lower reach of Río Grande de Arecibo. He was responsible to conduct field recognition visits, collect sediment samples, perform gradation analysis and develop, run hydrologic (xp-swmm) and sediment transport (g-stars) computer models and prepare the corresponding reporting. Torres also gathered and managed all the available data used in the firm yield analysis of the project.

Flood and Urban Drainage - Hydrologic-Hydraulic Analysis - Mr. Torres has performed or has been in charge of the preparation of over 40 hydrologic/hydraulic analyses in many municipalities in Puerto Rico. Such studies vary from floodplain delimitation, storm sewer special design, hydraulic detention systems and sedimentation control structures.

RESUME
EMILIO GUTIERRESDELARROYO

CONSTRUCTION PROJECT MANAGER

Emilio has over 25 years of experience as civil engineer with extensive in operations management, preconstruction, supervision and project development. Strong background in leading all phase of facilities construction and renovation projects across multiple industries. Highly knowledgeable in scheduling, budgeting, costing, and industrial contractor relationship management. Extensive familiarity with safety environment code and regulatory compliance, and on-site management. Able to plan and lead complete project life cycles.

EDUCATION AND CERTIFICATIONS

Master of Science in Hydrology (Thesis Pending)
University of New Hampshire
Durham Campus

Bachelor of Science in Civil Engineering
University of Puerto Rico, RUM. 1991

Professional Certifications and Registration
Professional Engineer in Puerto Rico (Lic. 16789)
Project Management Professional (PMP Lic. # 15758)

Colegio de Ingenieros y Agrimensores de PR, CIAPR
American society of Civil Engineers, ASCE
Project Management Institute, PMI
Puerto Rico Civil Engineers Institute
Puerto Rico Land Surveyor Institute

AWARDS AND REGOGNITIONS

Colegio de Ingenieros y Agrimensores de Puerto Rico, CIAPR

Civil Engineering Award, Year 2007

REPRESENTATIVE PROJECTS

Team Rubicon Hurricane Maria Repair Project
Project manager for the emergency response team lead by Team-Rubicon; a non-profit organization working in Puerto Rico after Hurricane Maria providing recovery services to replace roofs and houses to the people in need. Lead the construction of new roofs for over 75 houses in the East area of Puerto Rico. Work included the design of typical resilient roof structure to withstand CAT-2 hurricane winds. Roof structural frame was treated wood with rolled asphalt roofing system for impermeabilization.

CONT.
EMILIO GUTIERRESDELARROYO
CONSTRUCTION PROJECT MANAGER

REPRESENTATIVE PROJECTS

As Project manager for Chiang, Patel & Yerby, Inc. worked in the following design projects:

- Potable Water Utility System Assessment, Shanghai, China
- El Yunque Plant Rehabilitation, Río Grande, Puerto Rico.
- Caguas Regional Wastewater Treatment Plant Expansion, Caguas, Puerto Rico.
- Elimination of Colomer's Pump Station, San Juan, Puerto Rico.
- San Juan 1-A Water & Distribution System Improvement, San Juan, Puerto Rico.

Public Building Authority Design & Build– Escuela Intermedia Urbana, Barceloneta PR
(Dick Corporation of Puerto Rico)

As project manager directed activities related with the planning, design and construction of four schools for the Puerto Rico Public Building Authority. Contracted design consultants for the preparation and review of project proposal and construction documents. Coordinated site surveys for geotechnical and other required specialized services. Responsible for project objectives—profit/loss, construction and payment schedules and hiring process.

San Juan Phase I—Water & Distribution System Improvements, San Juan, PR
(Dick Corporation of Puerto Rico)
Overall responsibility for quality assurance/compliance of project. Ensured that construction work was completed according to permits given, based on certified drawings and plans issued by the Designer in accordance to applicable laws and regulations.

North Coast Super Aqueduct Project Arecibo Filtraton Plant
(Dick Corporation of Puerto Rico)
Prepared construction estimates, schedules, special reports, and tables. Maintained contact with design consultants and subcontractors to ensure proper execution of procedures, specifications and standards. Supported submittals review process through recording, processing, and tracking status of contractor submittals. Assisted design liaison in duties relating to project specifications and drawing interpretations, cork history research, and contractor requests for information. Created, updated, and maintained computer log of various construction management documents.

Highway PR-53 Construction, Humacao, Puerto Rico
(Francisco Levy Hijo, Inc.)
Determined and verified field measurements, construction materials and criteria. Coordinated every submittal with work requirements and contracts.

Waste Water Collection System Improvement, Roosdevelt Road US Naval Base, Ceiba Puerto Rico
(Francisco Levy Hijo, Inc.)
Implemented and managed the quality control (QC) program. Conducted the QC meeting performed at three phases of control, performed submittal review and approval. Prepared QC certifications and documentation required in the contract.

RESUME
GRISEL RODRÍGUEZ

ARCHITECT

Grisel Rodríguez has over 20 years of experience as an architect Expertise in commercial, office, industrial, and residential, building design. Experience includes the application of project delivery systems for preconstruction, construction management and design build projects. Demonstrated ability to deliver projects within strict time deadlines and budget constraints without sacrificing creativity.

EDUCATION

Masters Degree in Architecture
May 1991 School of Architecture
University of PR, Río Piedras, PR

Bachelors Degree in Environmental Design
May 1988 School of Architecture
University of PR, Río Piedras, PR

REPRESENTATIVE PROJECTS

Palmares de Guaynabo, Guaynabo
Design and construction documents for a 400 single unit residential development and 186 apartment unit walk-up project complex including guardhouse, fencing recreational facilities and clubhouse.

Ponce Northern Rural Aqueduct, Ponce
Potable water aqueduct for the northeast region of the municipality of Ponce in the southern part of Puerto Rico. Project design included the retrofit of existing raw water intakes, new raw water intakes, retrofit of existing water wells, pump stations, water tanks and pipelines. Works include planning, hydraulic and firm yield analysis, environmental evaluation, permitting, survey, design and construction supervision.

Palmares de Guaynabo, Guaynabo
Design and construction documents for a 400 single unit residential development and 186 apartment unit walk-up project complex including guardhouse, fencing recreational facilities and clubhouse.

Ponce Northern Rural Aqueduct, Ponce
Potable water aqueduct for the northeast region of the municipality of Ponce in the southern part of Puerto Rico. Project design included the retrofit of existing raw water intakes, new raw water intakes, retrofit of existing water wells, pump stations, water tanks and pipelines. Works include planning, hydraulic and firm yield analysis, environmental evaluation, permitting, survey, design and construction supervision.

Restoration of the Rio Piedras Historical Aqueduct
Prepared preliminary design for the restoration of the Historical Rio Piedras Dam (1984) to as near as possible its original condition.; the only structure of this type built in the island during the Spanish colonial period that has survived. The dam was completed in the decade of 1910. The RPFA was the first modern aqueduct in Puerto Rico, to supply potable water to the residents of San Juan. It is of significant historical and cultural value, and it was recently included in the National Register Historic Places. The project includes the restoration of the low-head dam and raw water intake structure, restoration of the Rio Piedras left bank and the construction of a fishway to allow upstream migration of the Rio Piedras aquatic species across the dam.

REPRESENTATIVE PROJECTS CONT.

Alejandrino Corridor, Guaynabo
Preparation of construction documents and specifications for an alternate road to alleviate local traffic during peak hours providing an alternative access to the Guaynabo Fine Arts Center parking area and the Rafael Ithier Museum of Music. The project also included the development of additional areas for parking and improvements to the existing Alejandrino Road.

ACP Laboratory Upgrade Project, Abbott, Barceloneta, PR
Design and construction documents for the refurbishment of the existing laboratory and laboratory offices. Prepared construction schedule (Suretrack) for the construction phase that was to be completed under a tight schedule.

PR-4A Production Area Improvements Project, Abbott Barceloneta, PR
Design, construction documents and construction schedule for the improvement of various production areas which included a blender room, centrifuge rooms and airlocks as well as refurbishment of office areas.

Preconstruction and Construction Management (Aireko Construction)
Lead the Preconstruction division for Aireko Construction Corp. and coordinated the Construction Management and fast track projects for industrial clients such as Wyeth, Wyeth Mexico, Ocular Sciences, and PRIDCO. Successfully designed preliminary plans, as well as industrial prototype for design build projects. Created Aireko's Construction Management Manual, including all documents, forms and logs utilized to ensure project quality, safety, budget and schedule.

Planning and Urban Affairs *(PR Land Administration Corp.)*
Designed and managed various architectural projects including Río Camuy Cave Park amenities, and the housing developments and master plans for the cities of Hato Rey, Ponce, Guaynabo, Bayamón and Carolina. Part of the coordinating team establishing urban guidelines for the New Center of San Juan in Hato Rey, Ports of Old San Juan and Multedo Estrella, Ponce Master Plans. Prepared the preliminary design, office space plan and prepared the Request for Proposal for a design/build contract bid for the New PR Land Administration Headquarters located in Hato Rey, PR.

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ATTACHMENT B

GOVERNMENT OF PUERTO RICO
Department of Housing

SCOPE OF WORK
Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

1. Introduction
This document defines the work the Supplier must perform to provide architectural and engineering services under a contract with the Puerto Rico Department of Housing (PRDOH). PRDOH is seeking to contract a qualified firm to provide space planning and interior design services for the CDBG-DR offices.

The Supplier will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time of solicitation. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Supplier staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by the PRDOH under a contract.

2. Staff Requirements
The Supplier shall have or will secure, at its own expense, all personnel required in performing the services under the contract. PRDOH expects the Selected Supplier to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under the contract.

Position	Requirements
Professional Engineer or Architect	• Degree in Engineering or Architecture • Must be a licensed professional engineer or architect in Puerto Rico • Must have at least five (5) years of experience in the construction industry
Engineer or Architect in training	• Degree in Engineering or Architecture • Comply with Act 173 of August 12, 1988, Art. 11 (20 L.P.R.A. §711g): approval of the Bar Exam • Must have at least three (3) years of experience in the construction industry
Draftsman	• At least two (2) years of experience • Proficiency in Auto-CAD drafting • Ability to understand engineering specifications

The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3. Tasks
The Selected Supplier will be responsible for performing the following tasks:

3.1. Administrative
These tasks include, but are not limited to:
- Engineering cost estimates;
- Suggest mitigation and repair works;
- Assistance with procurement processes (detailed specification and scope preparation, and budgeting); and

- Variety of technical, managerial, and administrative activities to help ensure the successful completion and execution of the tasks.

3.2. Evaluation, design and optimization of CDBG-DR offices

These tasks include, but are not limited to:

- Consult with the agency staff to understand issues of concern and design solutions based on the agency needs and technical considerations;
- Assess the property in order to understand the conditions, provide solutions and concept development;
- Generate Schematic Design Drawings and Images for project planning and budgeting;
- Prepare design development, construction drawings, and contract documents base on the approved schematic design; remodeling
- Re-design the CDBG-DR offices layout, if needed;
- Provide Inspection/Supervision services during the implementation of the activity/projects; and
- Any other task needed to complete the activity/project.

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4. Deliverables

The above-mentioned tasks will be performed in a task order basis.

The Selected Contractor will be responsible for the delivery and receipt of work in electronic format and/or hardcopy. The Selected Contractor shall provide the deliverables in any format requested. This could include Acrobat PDF, Word, application source files, among others.

The scope of each task, deadline for completion and other modalities will be mutually agreed in writing in advance.

The Scope of Work is hereby accepted by:

Torres-Rosa Consulting Engineers

Supplier Entity Name

Supplier Authorized Representative Signature

June 20, 2019

Date

Rafael Rosa Castro, PE

Supplier Authorized Representative Printed Name

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT C

OSPA
Small Purchase
Architectural and Engineering Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR PROFESIONAL SERVICES

DESCRIPTION OF THE SERVICES: Architectural and Engineering Services

CONTRACTOR: Torres – Rosa Consulting, Engineers, PSC

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

RLC

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

   In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the ***LHA*** shall provide a letter to the contractor addressed to the State Insurance Fund.

2. (X) **Commercial General Liability (Broad Form) including the following Insurance Coverage**

COVERAGE	LIMIT
I. **Commercial General Liability:**	$1,000,000.00
• General Aggregate	$2,000,000.00
• Products & Complete Operations	$1,000,000.00
• Personal Injury & Advertising	$1,000,000.00
• Each Occurrence	$1,000,000.00
• Fire Damage	$100,000.00 (Any one Fire)
• Medical Expense	$10,000 (Any one person)
II. **Employer's Liability Stop Gap:**	
• Bodily Injury by Accident Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

COVERAGE	LIMIT
• Bodily Injury by Disease Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

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

LIMIT
• Auto Liability - $500,000.00 • Physical Damages - $500,000.00 • Medical Payments - $5,000.00
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 General Liability and/or Errors and Omissions Policy**

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

(X) **A.1** Description of work to be done
(X) **A.2** Limit:
(X) each occurrence $1,000,000
(X) aggregate $5,000,000
(X) deductible $5,000.000

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

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

(X) a. Breach of warranty
(X) b. Waiver and / or Release of Subrogation
(X) c. Additional Insured Clause
(X) d. Hold Harmless Agreement
(X) e. 60 Days Cancellation Clause

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:

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+ by the "Best Rating Guide".

3. Submit to the ***LHA*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

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 Insurance Section of the ***LHA***: 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 Department of Housing.

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 Department of Housing under the Secretary for Legal Affairs.

C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY CONTRACTOR:

The prime contractor, has the duty to require each of the subcontractors or subcontractors 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 prime contractor has the responsibility to provide the ***LHA*** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the ***LHA.***

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

RC

The ***LHA*** 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 TENDERIND PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this **Form (DV-OSPA-78-5)** shall prevail over any other insurance specifications.

E. CERTIFICATE OF INSURANCE SECTION

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.

DESCRIPTION OF THE SERVICES: Architectural and Engineering Services

October 18, 2019
Date

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

ATTACHMENT D

GOVERNMENT OF PUERTO RICO
Department of Housing

August 26, 2019

William G. Ríos Maldonado, Esq.
Procurement Office Director
CDBG-DR Program
Puerto Rico Department of Housing

Quotations Evaluation and Recommendation
Community Development Block Grant- Disaster Recovery (CDBG-DR)
Small Purchase

Architectural and Engineering Services

The Procurement Office received a Procurement Request Package dated May 23, 2019, including the Scope of Services, Independent Cost Estimate and Certification of Funds to acquire architectural and engineering services. The Scope of Work set forth the staff requirements, services, and deliverables for the provision of the architectural and engineering services. On May 23, 2019 the Operations Area developed an Independent Cost Estimate ("ICE") and established the total estimated cost in the amount of $210,000.00. The ICE included the rates per hour for professional engineer or architect, engineer in training and draftsman and the maximum cost for the services. The ICE was developed using market prices and previous experiences with this type of services. On May 28, 2019 the Finance Director certified the availability of funds for $210,000.00.

The ICE is detailed in **Table 1** below.

Table 1. Independent Cost Estimate

Service	Units	Rate per Hour	Estimated Max. Quantity	Months	Maximum Cost
Professional Engineer or Architect	1	$100.00	100	12	$120,000.00
Engineer or Architect in Training	1	$60.00	100	12	$72,000.00
Draftsman	1	$30.00	50	12	$18,000.00
Total					**$210,000.00**

The independent cost estimate assumes that the required services will be provided on an as-needed basis by the contractor, and the agreement is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours of services provided by each resource. Invoicing shall be based on the actual needs of resources for the services requested by the Puerto Rico Department of Housing ("PRDOH").

After reviewing the documentation submitted by the Operations Area, the Procurement Area initiated the solicitation process and with it the requisition for quotes from previously identified potential vendors to procure architectural and engineering services under a contract with the PRDOH. The PRDOH is seeking to contract a qualified firm to provide space planning and interior design services for the CDBG-DR offices.

On June 19, 2019, the PRDOH requested quotations by email from several architectural and engineering services providers. Vendors had until June 25, 2019, to submit quotes, and four (4) quotes were received. **Table 2** summarizes the contact information of the entities that submitted quotations for this process.

Table 2. Quotations Received

Vendor No.	Vendor Name	Contact Name	Email
1	Fase 3 Arquitectura, CSP (hereinafter "Fase3")	Fernando L. Pagán Pantoja	fpagan@fase3arquitectura.com
2	DJB Consulting Group, PSC (hereinafter "DJB")	David J. Berrios Pérez	dberrios@djbconsultinggrouppsc.com
3	Torres-Rosa Consulting Engineers, PSC (hereinafter "Torres-Rosa")	Rafael Rosa Castro	rrosa@trcepr.com
4	Curbelo & Rullán Consulting Engineers, PSC (hereinafter "Curbelo & Rullán")	Miguel Rullán Bidot	crce.rullan@gmail.com

Immediately after receiving quotes, the Procurement Area verified the System for Award Management ("SAM") and confirmed potential supplier(s) eligibility. The Limited Denial of Participation ("LDP") and HUD Funding Disqualifications and Voluntary Abstention list was also searched to confirm that potential vendor(s) were not under a HUD imposed sanction. Copy of the search results are retained in the procurement file.

Subsequently to the receipt of the quotations, an evaluation of all quotes was performed to compare the offers among the vendors and determine whether the prices are fair and reasonable based on the Independent Cost Estimate. The following summary in **Table 3** presents a list of the prices for the services:

Table 3: Overall Price Summary

Vendor	Personnel Rates per Hour

	Total Quote Amount	Professional Engineer or Architect	Engineer or Architect In Training	Draftsman
Fase 3 Arquitectura, CSP	**$258,000.00**	$110.00	$85.00	$40.00
DJB Consulting Group, PSC	**$279,000.00**	$110.00	$85.00	$75.00
Torres-Rosa Consulting Engineers, PSC	**$243,600.00**	$120.00	$65.00	$36.00
Curbelo & Rullán Consulting Engineers, PSC	**$258,000.00**	$125.00	$75.00	$30.00

The evaluation of the quotations received resulted in the following findings:

- All vendors submitted quotations over the Independent Cost Estimate;
- Three vendors submitted quotes over the Small Purchase Threshold;
- Fase 3 Arquitectura, CSP, and DJB Consulting Group, PSC, had the same rate per hour for the position of Professional Engineer or Architect;
- Fase 3 Arquitectura, CSP and DJB Consulting Group, PSC, had the same rate per hour for the position of Engineer or Architect in Training;
- Curbelo & Rullán Consulting Engineers, PSC had the highest rate per hour for the Professional Engineer or Architect and the lowest rate per hour for the Draftsman position, while Torres-Rosa Consulting Engineers, PSC had the lowest rate per hour for the Engineer or Architect in Training position;
- The lowest quotation was submitted by Torres-Rosa Consulting Engineers, PSC. This was the only quotation under Simplified Acquisition Threshold that was submitted.

RRC

Prior to an award, the PRDOH documents that the price or cost of the goods and/or services to be acquire are reasonable. To complete this endeavor a price or cost analysis is required. The determination of which analysis is needed is simple, the price analysis is typically used for Micro and Small Purchases, Invitations for Bids, and simple Competitive Proposals. Meanwhile, the cost analysis is used for complex Competitive Proposals and Noncompetitive Proposals, and a detailed evaluation of separate elements that make the total propose cost or price is needed. Please refer to *48 CFR 15.404-1*, Proposal analysis techniques, for reference.

Considering all the above, a price analysis was performed to determine the reasonableness of the quotes presented for the Architectural and Engineering Services Small Purchase. To implement the price analysis, the technique presented in **48 CFR 15.404-1 (b)(2)(i)** was taken in consideration.

> (2) The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Examples of such techniques include, but are not limited to the following:

(i) Comparison of proposed prices received in response to the solicitation. Normally, adequate price competition establishes a fair and reasonable price.

In view of all the above, **Table 4** presents the comparison of the rates per position positions quoted by each Vendor and the ICE.

Table 4: Comparison of Costs per Position and total Costs (Quotes vs. ICE)

Position	ICE	Fase 3		DJB		Torres-Rosa		Curbelo & Rullán	
		Rate	% Dif.	Rate	% Dif.	Rate	% Dif.	Rate	% Dif.
Professional Engineer or Architect	$100.00	$110.00	10%	$110.00	10%	$120.00	20%	$125.00	25%
Engineer or Architect in Training	$60.00	$85.00	42%	$85.00	42%	$65.00	8%	$75.00	25%
Draftsman	$30.00	$40.00	33%	$75.00	150%	$36.00	20%	$30.00	0%
Total Cost	$210,000.00	$258,000.00	23%	$279,000.00	33%	$243,600.00	16%	$258,000.00	23%

Given the data presented in the comparison table above, the Procurement Area concludes:

- All vendors submitted rates over the ICE;
- For the position of Professional Engineer or Architect, the rates presented by Fase 3 and DJB were the most reasonable, proposing the lowest cost at $110 and with a difference of 10% in comparison to the ICE;
- For the position of Engineer or Architect in Training, the rate presented by Torres-Rosa was the most reasonable, proposing the lowest cost at $65.00 and with a difference of 8% in comparison to the ICE;
- For the position of Draftsman, the rate presented by Curbelo & Rullán was the most reasonable, proposing the lowest cost at $30.00 and with 0% difference in comparison to the ICE;
- The position of Engineer or Architect in Training, and Draftsman are the position in which an abnormal difference among rates is found, having the former a 42% (Fase 3 and DJB) difference in comparison with the ICE, and the later a 150% (DJB) difference in comparison with the ICE;
- Torres-Rosa did not deviate from a 20% difference in comparison to the ICE;
- Cuberllo & Rullán did not deviate from a 25% difference in comparison to the ICE;
- Torres-Rosa had a total cost with a 16% difference in comparison with the ICE.

After a price analysis, comparing the quotes submitted among themselves and with the ICE, is concluded that **Torres-Rosa ($243,600.00)** presented not only the lowest quote but also, the most reasonable. Even though others proposed lower positions rates, the need

presented, and the type of services required is not conductive to fragment the services among different vendors.

Since its required to be registered in the System for Award Management (SAM), it has been requested to the vendor to register their current entity name in SAM from Torres-Rosa Consulting Engineers, **PSC**, to match their entity name in the quotations submitted as Torres-Rosa Consulting Engineers, **Inc.**

Given the above, the PRDOH recommends awarding the Architectural and Engineering Services small purchase to **Torres-Rosa Consulting Engineers, PSC** who represents the best value and meets the needs for the CDBG-DR Offices.

Attachments

1. Certification of Funds
2. Small Purchase Request
3. Independent Cost Estimate (ICE)
4. Vendor's Quotations
5. SAM Search
6. HUD Limited Denial of Participation Search
7. Non-Conflict of Interest Certification

ATTACHMENT E

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.

General Provisions:

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 Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, 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 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 the 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.

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.

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 CFR 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 timeliness 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, 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 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 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, 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.

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.

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.

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. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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.

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. §§ 276a to 276a-7) 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.

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.

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 CFR chapter 60).

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

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 Executive Order 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 Executive Order 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 Executive Order 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.

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.

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).

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 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 40 C.F.R. Part 15 and 32, 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. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, 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. § 1857 c-8) 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 Form to Report Lobbying", 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.

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 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 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.

2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, 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 135 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 135, 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 135. 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 135.

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 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 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 (25 U.S.C. § 450e) 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 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.

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*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, 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.

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.

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.

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.

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 CFR 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).

ATTACHMENT F

ATTACHMENT F
PERFORMANCE REQUIREMENTS

The PRDOH will require tasks to be performed through a written request. Contractor is directly responsible for ensuring accuracy, timeliness, and completion of all tasks assigned under this contract. Consequently, PRDOH reserves the right to request the removal of any staff not performing to standard.

The PRDOH will require periodic case status reports, including:

1. **Administrative Tasks & Evaluation, Design and Optimization of CDBG-DR Office's Tasks**
   a. a relation of tasks performed (completed) within established terms of time and a reference to the corresponding case;
   b. a relation of tasks not completed, along with detailed explanatory narrative and any supporting evidence or document, and
   c. expected date of completion

   The report will be submitted monthly, during the first **ten (10) days** of next month. However, the PRDOH has the prerogative to require a status report whenever deemed necessary.

   Meetings

   The PRDOH will schedule periodic meetings with contractors (service providers) to discuss tasks status, compliance with contract terms and timely completion of tasks, among others. The PRDOH may require the presence (or attendance) of any contractor or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

DEADLINES PER TASK

Administrative Tasks	
▪ Engineering cost estimates; ▪ Suggest mitigation and repair works; ▪ Assistance with procurement processes (detailed specification and scope preparation, and budgeting); and ▪ Technical, managerial, and administrative activities to help ensure the successful completion and execution of the tasks. ▪ Any other task needed to complete the activity/project as requested by the PRDOH.	**Fifteen (15) days** to complete all tasks needed for each case

Evaluation, Design and Optimization of CDBG-DR Offices Tasks	
▪ Consult with the agency staff to understand issues of concern and design solutions based on the agency needs and technical considerations; ▪ Assess the property in order to understand the conditions, provide solutions, and concept development; ▪ Generate Schematic Design Drawings and Images for project planning and budgeting; ▪ Prepare design development, construction drawings, and contract documents based on the approved schematic design; remodeling ▪ Re-design the CDBG-DR offices layout, if needed; ▪ Provide Inspection/Supervision services during the implementation of the activity/projects; and ▪ Any other task needed to complete the activity/project as requested by the PRDOH.	**Ten to twenty (10-20) days** to complete all tasks needed for each case

Unless otherwise stated, terms will apply from the date the task required by the PRDOH is notified to Contractor. Moreover, they may be modified if deemed necessary by the PRDOH, with due notification to contractor.

PRDOH may impose sanctions against contractor for any default to terms, conditions, or requirements of the contract. Contractor shall pay to PRDOH as liquidated damages, $120 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of $1,500 per instance of default. 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, is 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 the 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) 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.

As to reporting requirements, the Contractor shall complete and submit all reports, in such form and according to such schedule, as required hereunder and in accordance with contract.

Performance requirements included in this document will apply to Contractor and any subcontractor, according to the contract.

Engagement in proscribed conduct by contractor may result in the cancellation of the contract, penalties under federal and state laws, such as Act No. 2 of July 4, 2018 and Act No. 1 of January 3, 2012, as amended, as well as federal and state regulations. Policies, procedures, directives, and executive orders may also be of application, according to contract terms.