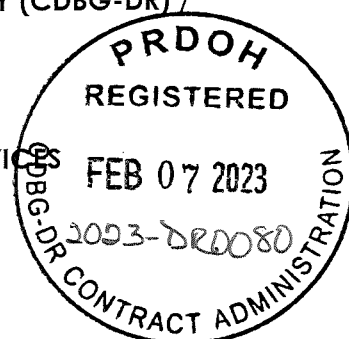




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /  
MITIGATION (CDBG-MIT)**

**AGREEMENT FOR  
ARCHITECTURAL, ENGINEERING, AND MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
INTEGRA DESIGN GROUP, PSC**



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This **AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND MANAGEMENT SERVICES, (Agreement)** is entered into in San Juan, Puerto Rico, this 6 of February, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **INTEGRA DESIGN GROUP, PSC (CONTRACTOR)**, with principal offices in 576 Arterial B Ave., The Coliseum Tower Suite 102, San Juan, Puerto Rico 00918, herein represented by Carlos I. Báez Dotel, PE in his capacity as President, of legal age, single, and resident of Guaynabo, 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 on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (**HUD**) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**). These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

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

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

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

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

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

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

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

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

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

**WHEREAS**, the PRDOH is interested in contracting an architectural, engineering and management services firm to assist PRDOH with the implementation of the City Revitalization Program (**CRP**), including the Community Resilience Centers (**CRC**) Set-Aside and the Social Interest Housing Program (**SIH**), through the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) and the Social Interest Housing Mitigation Program (**SIH-MIT**) through the Development Block Grant – Mitigation (**CDBG-MIT**), under the current action plans and subsequent action plans, as well as for the future allocation of funds. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, CDBG-MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR and CDBG-MIT related activities.

**WHEREAS**, on May 27, 2022, the PRDOH issued Request for Proposal for Architectural, Engineering, and Management Services "CDBG-DRMIT-RFP-2022-01" with CDBG-DR and CDBG-MIT funds. This request was placed through the "Registro Único de Subastas" (**RUS** for its Spanish acronym) and the CDBG-DR website. Through this procurement process, PRDOH was able to reach six (6) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

**WHEREAS**, on July 7, 2022, the CONTRACTOR submitted a proposal (**Proposal**), which fully complied with the requirements set forth by the PRDOH.

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

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

**I. TYPE OF CONTRACT**

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

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

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

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

**II. TERM OF AGREEMENT**

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on February 6, 20<sup>26</sup>.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for two (2) additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty-five (365) days** upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

**III. SCOPE OF SERVICES**

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

#### IV. COMPENSATION AND PAYMENT

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- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
  - B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHTEEN MILLION SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$18,061,800.00)**; **Account Number MITH08SIH-DOH-LM 4190-10-000.**
  - C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
  - D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
  - E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
  - F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
  - G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
  - H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR and CDBG-MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR and CDBG-MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
  - I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
  - J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR and CDBG-MIT funds used for ineligible costs.



- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

**V. REIMBURSABLE EXPENSES**

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

**VI. ADDITIONAL SERVICES**

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

**VII. OWNERSHIP AND USE OF DOCUMENTS**

- A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

**VIII. DOCUMENTATION AND RECORDKEEPING**

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each

activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR and CDBG-MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR and CDBG-MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR and CDBG-MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

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- B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
  - C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
  - D. **CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
  - E. **PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

#### IX. ACCESS TO RECORDS

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

#### X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

**B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

**C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.

**D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

## **XI. PERFORMANCE WARRANTY**

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
- (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) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the

effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR 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.

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- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5)**

**business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

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

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

### **XIII. PENALTIES AND LIQUIDATED DAMAGES**

#### **A. Penalties**

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

- iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- iv. Withhold further Federal awards for the project or program.
- v. Take other remedies that may be legally available.

#### B. Liquidated damages

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

#### XIV. LIABILITY

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

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

#### XV. INSURANCE

##### A. Required Coverage

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

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

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

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

## B. Endorsements

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

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

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

## C. Related Requirements

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

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

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

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

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

#### **XVI. HOLD HARMLESS**

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

#### **XVII. FORCE MAJEURE**

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The 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

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

To: CONTRACTOR

Carlos I. Báez Dotel, PE  
President  
Integra Design Group, PSC  
PO Box 195488  
San Juan, PR 00919-5488

## XXI. THIRD PARTIES

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

## XXII. SUBCONTRACTS

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

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

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

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide

the PRDOH summarized written reports supported with documented evidence of corrective action.

- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) business days** of its execution.

**XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Act No. 173:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act", 20 LPRA §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- B. Compliance with Circular Letter OC-15-12 of the Office of the Comptroller of Puerto Rico:** The parties certify compliance with Circular Letter OC-15-12, which mandates that the CONTRACTOR is organized as a professional corporation, that it devotes exclusively to the professional service for which it was incorporated, that all of its shareholders are licensed in the corresponding profession, and that the services under this Agreement will be provided by duly licensed officers, agents, or employees. The parties agree that failure to comply with the aforementioned conditions will render government contracts for the acquisition of professional services covered by Act No. 173 null and void, as indicated in Circular Letter OC-15-12.
- C. Compliance with Executive Order No. 24:** Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement, it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- D. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits,

workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

**E. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:**

The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

**F. 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.

**G. 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.

**H. 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.

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

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**J. 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.

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

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

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

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

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

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

**P. 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.

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

**R. Non-Conflict of Interest Certification:** The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

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

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

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

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

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

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

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

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

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

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

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

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

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

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

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to



nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

### XXX. CDBG-DR POLICIES AND PROCEDURES

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

### XXXI. SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

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

#### **XXXII.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

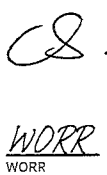
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material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended 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.

CS . **XXXIII.EQUAL OPPORTUNITY**

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- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
  - E. The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

-  G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### XXXIV. SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

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

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

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

#### XXXV. DRUG FREE WORKPLACE

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

#### XXXVI.SUSPENSION AND DEBARMENT

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

#### XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

#### XXXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

#### XL. BANKRUPTCY

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

## **XLI. ENTIRE AGREEMENT**

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

## **XLII. MODIFICATION OF AGREEMENT**

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

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

## **XLIII. BINDING EFFECT**

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

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

## **XLIV. ASSIGNMENT OF RIGHTS**

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

## **XLV. NON-WAIVER**

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

## **XLVI. ORDER OF PRECEDENCE**

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

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## XLVII. GOVERNING LAW JURISDICTION

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

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

### A. Consolidation or Merger

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

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

### B. Change of Name

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

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

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

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### C. Dissolution

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

### XLIX. HEADINGS

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

### L. FEDERAL FUNDING

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

### LI. RECAPTURE OF FUNDS

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

### LII. OVERPAYMENT

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.

### LIII. SEVERABILITY

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

### LIV. COUNTERPARTS

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

LV.SURVIVAL OF TERMS AND CONDITIONS

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

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

PUERTO RICO DEPARTMENT OF HOUSING

INTEGRA DESIGN GROUP, PSC

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Feb 6, 2023 18:49 AST)  
William O. Rodríguez Rodríguez, Esq.  
Secretary

Carlos I. Báez Dotel  
Carlos I. Báez Dotel, PE  
President

## PROFILE

### FIRM OVERVIEW

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Integra Design Group, PSC (INTEGRA), is a full-service (A/E) Architecture, Engineering and Project Management Firm located in San Juan, Puerto Rico. A privately-held corporation, established in 2000 under the laws of the Commonwealth of Puerto Rico, INTEGRA has to its credits the design and inspection of numerous projects and millions of square feet in Puerto Rico, the Caribbean and United States. INTEGRA has consistently ranked as one of Puerto Rico's top architectural and top engineering practices according to the publication *Caribbean Business Book of Lists*. As of 2020, Integra ranks as 4<sup>th</sup> largest architectural firm and 4<sup>th</sup> largest engineering firm.

Integra Design Group, PSC is part of a conglomerate of related corporations owned and managed by the same group of dedicated professionals. This conglomerate includes IG Builders Corp., a construction contractor corporation offering a full range of services including design-build, construction, construction administration and management operations.

INTEGRA's full-service approach is based on the optimum standards of quality, safety, and efficiency to offer Clients reliable solutions for each project. INTEGRA's team of well qualified professional staff in architecture, engineering, management, and construction is more than capable to execute the services and exceed expectations. The team has worked together for over 20 years in multiple types of projects including construction and rehabilitation of institutional, residential, and commercial projects, maritime facilities, master planning, infrastructure design, structural retrofitting, construction management and project management, among others.

Integra's accomplishments during the last decade include:

- + **Managed over 1000 A&E Projects and over \$1 Billion in Construction Projects**
- + **Designed/Engineered over 8,000 Residential Units for over 50 private developers**
- + **Integra has offices in San Juan, PR, Charlotte NC, and a subsidiary in Santo Domingo, DR**

### COMPANY PRINCIPALS

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#### PRINCIPALS

**Carlos I. Báez Dotel, PE**  
**President**

Email: [cbaez@integrapr.com](mailto:cbaez@integrapr.com)  
Telephone: (787) 405-6949  
Puerto Rico Eng. License#17371

**Richard Cuebas, AIA**  
**Vice-President**

Email: [rcuebas@integrapr.com](mailto:rcuebas@integrapr.com)  
Telephone: (980) 313-2477  
Puerto Rico Arch. License#16890

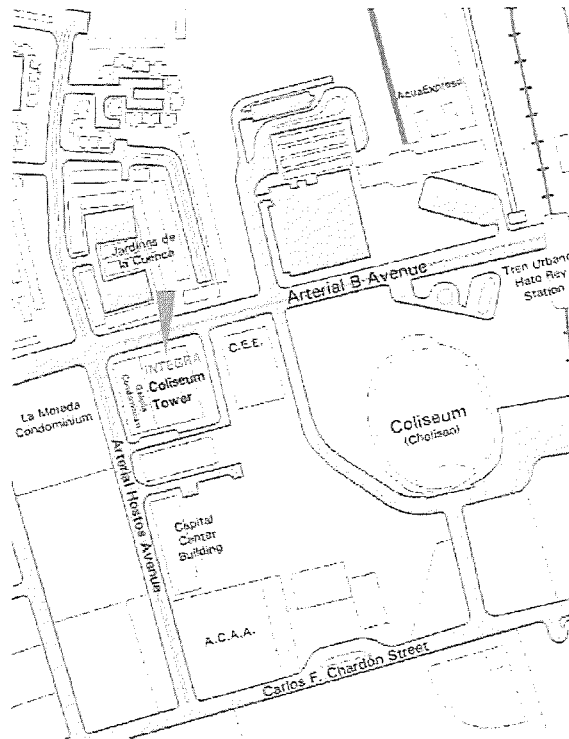
## HEADQUARTERS OFFICE LOCATION

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All the key work elements for this Project will be done in INTEGRA's Headquarters Office in San Juan. INTEGRA's San Juan Office is located walking distance from the Coliseum Train Station in Hato Rey.

- **Physical Address:** 576 Arterial B Avenue, Suite 102, San Juan, Puerto Rico
- **Postal Address:** P.O. Box 195488, San Juan, PR 00919-5488
- **Website Address:** [www.integrapr.com](http://www.integrapr.com)
- **Telephone:** (787) 767-2111
- **Fax:** (787) 758-7757

INTEGRA is Disadvantage Business Enterprise (DBE) Certified, and (SBA) Small Business Self Certified. The firm is comprised of more than 80 in-house architects, engineers, and project managers and support staff. Our resources ascend to more than 150 professionals with a strong background in the construction industry both locally and abroad, including our Sub-Consultants, many of which have become cornerstones in our organization, joining forces with us for more than a decade.



## COMPANY VISION

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INTEGRA's vision statement is focused on the potential inherent in the company's future as regional leaders in Design, Project management and Education Services.

## COMPANY MISSION

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Intrinsically, our mission firmly declares our purpose to transform our client's ideas into successful projects. Your VISION is our EXPERTISE!

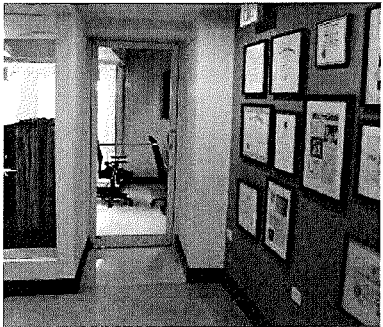
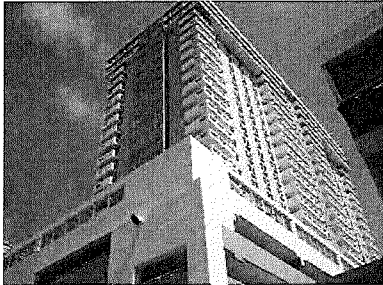
## COMPANY VALUES

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INTEGRA also seeks to exceed expectations by applying its values of excellence, commitment, teamwork, innovation, integrity and sustainabil

## FACILITIES AND EQUIPMENT

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Integra Design Group's San Juan Office capacity is of over 70 people and includes various design studios, a copy room, two conference rooms, a technical library, and a server room incorporating state-of-the-art printing equipment, an internet-based VOIP phone system, high-speed T1 internet line and Linux and Windows based servers. All software is properly licensed and include: PLS CADD, AutoCad, Revit, Civil Design, STAAD, ArcGIS, MS Project and various proprietary database applications. A full time IT programmer works maintaining its databases and technology equipment.

Some of INTEGRA headquarters' features include:

**TECHNICAL LIBRARY.** It contains printed and electronic titles on design theory, technical manuals, magazines and the latest Codes and Standards. It also incorporates a Materials Samples Library, containing a wide variety of actual samples and mock-up of assemblies used in different projects.

**CORPORATE INTRANET.** This custom-programmed utility ties all employees through a local web-site application containing a multitude of resources speeding the process of decision-making and code- compliance, among other uses.

**DESIGN WORKSHOP.** Our Firm benefits from 50 Windows based computer workstations equipped with properly licensed software and linked through a Gigabit Ethernet network and a dedicated T1 internet connection. Our servers back up data on a daily basis to local and remote locations and manage file distribution and printing. The printing system includes a wide-format laser plotter, a full-color wide format printer, two high-capacity laser printer/copiers, and several personal printers.

Our production software inventory includes:

- PLS CADD
- Autodesk Autocad - CAD & 3D modeling
- Autodesk Revit Architecture - Specialized architectural design
- Autodesk Civil 3D
- Autodesk Land Development, Civil Design – Civil BIM development tool
- ESRI ArcView - Geographical Information Processing
- MS Project- Project Management and scheduling tool
- MS Office - Office productivity applications
- Photoshop CS - Graphic Arts application
- Adobe Acrobat Pro
- STAAD Pro- Structural modeling suite ETABS Plus – Structural modeling tool
- SAFE – Foundation & slab analysis & design

**GIS LABORATORY.** The Integra GIS assets include a specialized Mapping and Geographical Information System workstation and library, which enable our designers to make informed decisions regarding available natural resources, infrastructure, and other location-based information that influences the design process. It runs on an industry-standard Arc-View multi-user engine.

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# SERVICES

We Through the professional staff and their capabilities, INTEGRA's has experience offering a full A/E, Project Management and Construction Administration Services experience, all under one organization. The Services delivered by INTEGRA's team are divided in the following categories:

## A/E Design of Facilities & Project Ideation



Our licensed architects and engineers are especially committed to creating practical, value-added solutions. Among the main design services Integra provide are:

**Site Assessments & Planning**

**Space Planning**

**Interior Architecture**

**Pre-development Feasibility**

Integra also provides other ideation and design services like:

**Architecture, Engineering (full A/E)**

**BIM & CAD Documentation**

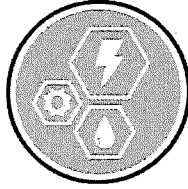
**Concrete & Steel Structural Design**

**LEED Certification Consulting**

**Permit Procurement**

**Environmental Permitting**

## Transportation & Water Infrastructure



Our Civil Engineering department incorporates BIM techniques that eliminate errors and facilitate documentation. Among Integra's specialized Engineering services are:

**Roads & Bridges**

**Water & Sewer Systems**

**Mixed Use Subdivisions**

**BIM Modeling & Visualization**

Integra also provides other civil engineering services like:

**Solar Farms Civil / Structural**

**Residential Lot Subdivisions**

**Commercial Subdivisions**

**Infrastructure Master Planning**

**Hydrology / Hydraulic (HH) Studies**

**Waterfront Design, Permitting**

## Project Management & Consulting



Project Management and Consulting are important components of our services. Integra professionals have managed projects of many scales. Our consulting services include:

**Loss/damage Assessments**

**Bid, Contract Management**

**Construction Administration**

**PM with Risk Analysis**

Integra also provides other consulting services like:

**Safety Assessment Program SAP**

**Emergency Independent Adjuster**

**Development Management**

**Value Engineering**

**Design-Build Delivery**

**Cost & Scheduling**

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## EXTENT OF SERVICES

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We offer our Clients a full-service capability in the realm of design and construction, including the following services:

### **ARCHITECTURE / PLANNING**

Project Feasibility Studies  
Site Research and Selection Consulting  
Construction Permit Procurement  
Design- Residential, Commercial, Institutional,  
Industrial, Hospitality  
Supervision (Construction Observation) Architectural  
Renderings, & Graphic Design  
Urban Planning  
Building Technical Manuals & Documentation

### **ENGINEERING & FIELD STUDIES**

Structural Design, Evaluations, Lot Subdivisions  
Plot Plan Development and Coordination Bridge &  
Road Design  
Water & Wastewater Distribution Design Survey,  
Topography & As-built Plans Earthworks (Cut & Fill)  
Calculations  
Hydrology-Hydraulic Studies (H&H)  
Electrical & Mechanical Engineering

### **CONSTRUCTION ADMINISTRATION**

Construction Contracting / Subcontracting  
Inspection Services  
Construction Cost Estimating Construction  
Management  
Design-Build / Turnkey Delivery Coordination

### **MAPPING & GEOGRAPHIC INFORMATION**

Soil-use maps, Geological features National  
Wetland Inventory maps Infrastructure-availability  
Studies Hydrological features (rivers, creeks, lakes)  
FEMA and Planning Dept. Flooding Maps  
Topography, Zoning Plans  
Satellite and aerial imagery  
Fauna and flora, including endangered species

### **ENVIRONMENTAL STUDIES**

Preparation of RCRA, SPCC and CES Plans Permit  
and Liaison with Regulatory Agencies Preparation of  
Environmental Impact Statements Environmental  
Audits (Phase I, Phase II) EPA-90 Oil Pollution  
Response Plans  
Indoor Air Quality Investigations, Surveys Tree  
Inventories and Mitigation

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## CIVIL & TRANSPORTATION ENGINEERING

Civil and Transportation Engineering Department plays an important role within INTEGRA. Our inhouse department focuses in civil and structural engineering and we have designed lot subdivisions for thousands of homes, hundreds of acres of commercial development, including office and retail. This department is also in charge of managing all permit procurement processes through custom software prepared exclusively for our office.

Major infrastructure projects, by their very nature, involve significant investment. They require solutions that are cost-effective, efficient, sustainable and delivered in an environment in which risks are managed. Infrastructure design and planning brings together many of the skills and services available across INTEGRA, from geotechnics, water engineering, bridge design and tunnels, to site development, waste and highway design.

## ELECTRICAL ENGINEERING

INTEGRA and its consultants provide a wide variety of electrical engineering services for many applications such as cellular phone tower installations, power plant inspection and analysis, commercial building electrical system design and utility scale solar power system analysis. Our team, both in-house and outsourced has vast experience in the design of new systems as well as system upgrades and expansions, system analysis, testing, equipment specifications, and vendor consultation. We also offer specialized programmable logic control systems design and programming including single and multi-loop control systems, process controls, data collection, network interfacing and operator controls. Our specialized electrical engineering services include:

- Power Distribution Design and Analysis, comprised of electrical power surveys, one-line diagram development, equipment specifications consultation, overhead and underground systems development, hazardous locations inspection, power quality studies, lighting design and analysis, and standby and emergency generator design.
- Motors and Motors Controls Development, focused on new technologies estimated to reduce energy consumption and advance the capacity to monitor and measure voltage and current; sense changes in temperature and motor speed, along with numerous other factors, all the while communicating with encoder data interfaces.

Our team of electrical engineers and designers apply their deep knowledge of electrical codes and fundamentals coupled with their hands-on experience to design and implement cost-effective, intuitive, robust solutions for electrical challenges. We have the skill set, knowledge base, and experience to fill our client's electrical needs, large or small.

## STRUCTURAL ENGINEERING

The Structural Engineering department oversees in-house projects and performs designs for outside design firms. Projects designed range from tanks to bridges to high-rise towers. This Department is responsible for making the ideas of INTEGRA's clients functional with state-of-the-art technologies and knowledge in structural engineering.



INTEGRA's structural engineering department provides design services in multiple market sectors and works closely with private and public clients including developers, contractors and public agencies in order to develop cost-effective structural alternatives, often with challenging design concepts and adverse site conditions, while maintaining the integrity of project schedules and consistency with our quality control driven culture. Our services include:

- Building & Foundation Design
- Bridge Design
- Wind and Earthquake Engineering

Seismic Evaluation of Existing Buildings is a specialized service that includes the study from a preliminary phase based on visual observation throughout more complex analysis including dynamic and non-linear analysis of reinforced concrete and steel buildings with the mission of safeguard the life, safety and functionality of the studied building. We work hand to hand with the building owner and the architects to provide state of the art retrofit alternatives to achieve the required building performance, always having the cost-efficiency and constructability aspects in mind.

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## MECHANICAL ENGINEERING

With INTEGRA's mechanical engineering services, our clients can achieve cost-effective innovations with our mechanical designs. The depth and scope of our capabilities go beyond traditional providers. Our diversified resources pool allows us to be extremely reactive and versatile for our customer product development process. We excel at:

- Conducting research into the feasibility, design, operation and performance of mechanisms, components and systems.
- Planning and managing projects, cost and timing estimates, reports and design specifications for machinery and systems
- Designing components, tools, fixtures and equipment.
- Analyzing dynamics and vibrations of mechanical systems and structures.
- Developing maintenance standards, schedules and programs and provide guidance to industrial crews.
- Investigating mechanical failures or unexpected maintenance problems.
- Selecting materials for product specifications in terms of durability, weight, cost and safety.

We are indeed a one-stop solutions provider for our clients throughout the product development lifecycle, ranging from conceptual design to manufacturing, as needed. We have extensive experience in the implementation, customization as well as maintenance of HVAC and Plumbing systems and tools for global projects and manufacturers. Our team of mechanical engineers and designer leverage their creativity to develop and implement intuitive, robust, solutions for mechanical challenges. We have the skill set, knowledge base, and experience to fill our client's needs, large or small.

As part of our mechanical engineering services, we offer a vast range of engineering solutions, including drawing, animation, design, graphics, CAD-related services to meet the diverse business needs of our customers.

**BIM Modeling** is constantly used to develop design documents throughout the different deliverables of a project. This tool, in collaboration with our architectural, MEP, Site/Civil and Construction departments, allows us to perform design and constructability reviews as well as cost estimates, schedules and coordination reviews between the different disciplines. We can

develop models within the LOD 100 through LOD 500 such as BIM Models for fabrication, as-built models etc.

## PROJECT & CONSTRUCTION MANAGEMENT

Our Construction Management and Inspections department specialize in monitoring government-funded projects. Integra's staff is OSHA-certified and possesses ample knowledge in tracking software and methods. INTEGRA's professional staff is qualified to perform Program Management duties including pre-design, market feasibility, financing / tax structures, design coordination, construction tracking and tenant occupation management.

## GREEN CREDENTIALS

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Among INTEGRA's sustainability goals is developing a design practice that incorporates green building principles without greatly affecting the overall construction budget and spatial identity. The group's green credentials include:

- Membership in USGBC's National Council
- Membership in USGBC Caribbean Chapter
- Two in-house LEED Accredited Professionals (including one LEED AP+)

## QUALITY ASSURANCE & QUALITY CONTROL

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INTEGRA's our Quality Management and Quality Assurance System is based upon the ISO 9001 Standard, which is used by organizations to demonstrate their ability to consistently provide products and services that meet customer and regulatory requirements and to demonstrate continuous improvement.

Quality Assurance & Quality Control (QA/QC) practices are kept apart from the design development process. This allows INTEGRA to retain professionals to evaluate construction documents not designed in-house, therefore allowing better control of errors or omissions. An important QA/QC practice done by the key professionals and consultants consists of code checking, which ensures that, to the extent possible, all systems are designed according to current industry and government Codes, which include fire safety, accessibility, electrical and plumbing functionality, and structural integrity.

INTEGRA's technical team allocates time within each project's schedule to perform a plan audit. This procedure consists of a thorough cross-checking and coordination procedure aimed at identifying ambiguities, unnecessary repetitions, missing information, or incorrect data within the construction documents. They include checking for discrepancies in drawings, schedules, finishes, detailing, and other technical information.

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# EXECUTIVE SUMMARY

## **Introduction**

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INTEGRA has provided a broad variety of services to multiple clients in both the public and private sectors, including, but not limited to: the Puerto Rico Department of Housing in a wide range of projects including being the Oversight Managers for the disaster recovery efforts based upon the provision of congregate shelter assistance to individuals who were unable to return to their primary residence because it was uninhabitable or inaccessible; and the shelter in place program better known as Sheltering and Temporary Essential Power ("STEP") Program.

Therefore, we have specialized experience and an extensive background, not only in design, construction, inspection and project management but also in program and grant management compliance with all applicable Commonwealth of Puerto Rico laws, regulations, policies and guidelines; and all other applicable federal regulations including: UFAS Accessibility Standards, Americans with Disabilities Act (ADA) 2010 Standards Design, Davis Bacon wage requirements, and federal (2 CFR 200) procurement requirements, among others.

## **SIH Projects**

INTEGRA's SIH-MIT initiative's understanding considers fundamental factors such as risk-based mitigation, budget, practicality, served population and sustainability, among others to fully develop projects with resilient housing solutions for vulnerable populations as well as protected classes.

Our services will be focused on fully complying with all the required program goals, elements and local and federal regulations, while balancing all the fundamental factors and architectural and engineering design disciplines among other specialties.

Social Interest Housing (SIH) projects may include rehabilitation or new construction of:

- Single Family Housing
- Two-Unit Structures
- Multi-Unit Rental Properties

- Group Homes
- Other Properties or Special Needs Housing, as needed by the population served

## **CRC Projects**

INTEGRA's CRP-CRC Set Aside Projects initiative's understanding considers fundamental factors such as risk-based location, budget, practicality, available infrastructure, and sustainability, among others to fully develop projects with resilient community center solutions for residents.

Our services will be focused on fully complying with all the required program goals, elements and local and federal regulations, while balancing all the fundamental factors and architectural and engineering design disciplines among other specialties.

Community Resilience Centers project goals shall include:

- Location near downtown areas, urban areas, or key corridors with infrastructure
- Offer support for health and security service delivery
- Enhance social resilience within the community

## **Work Approach Overview**

INTEGRA will provide the techniques and expertise according to the project needs as required by the Puerto Rico Department of Housing. INTEGRA typically applies and interrelates comprehensive project controls from a very early stage in the project process to help clients manage the critical issues of risk, time, cost, scope and quality. It is this range of project-tailored services what clients need to make our consulting and design services a cost-effective asset.

Our main objectives in this Scope of Work are:

- Optimization of the available budget;
- Control of the scope of work;
- Produce an effective work schedule for the project;
- Optimization of the resources and talents of the firm;
- Prevent delays, changes and disputes;
- Efficiently manage cash flow.

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INTEGRA will subdivide the Project Concept Planning and Feasibility Analysis into various subtasks and various staff groups in order to complete the deliverables within the required ninety (90) days or approximately thirteen (13) weeks. This is the most effective method to determine the feasibility of each project and to complete the delivery within the expected timeframe. All the different task groups identified below will have a synergy between them that will complement each other:

Task Group	"A"	Site Visits
Task Group	"B"	Field Inspection Reports
Task Group	"C"	Analysis and Recommendations
Task Group	"D"	Lead and Asbestos Assessment

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After the identification for each project and the configuration of the task groups, a detailed program schedule with all the projects will be created. Activity definition will identify the specific work packages, which must be performed to complete each deliverable, considering the expected timelines. Activity sequencing and prioritization will be used to determine the order of work packages and assign relationships between project activities and task groups. Activity duration estimating will be used to calculate the number of work periods required to complete work packages.

Any changes related to those events will be thoroughly analyzed to determine if its feasible to perform a design modification and submitted in a timely manner for discussion, evaluation, and approval. The PRDOH will have access to view real-time information such as performance metrics scheduling, budgeting, reports, dashboards, status, risk analysis, documents, and workflows.

INTEGRA is committed and able to identify the possible risks, problems and complications that may arise during the program's lifecycle. When these problems or situations are identified, a detailed analysis of findings and recommendations is prepared, always considering that the cost of the project, time of execution and needs of the users are not affected. This report is also presented to the PRDOLH for review, evaluation and subsequent approval.

Managing this Program, with multiple simultaneous projects, and each project with multiple stages, requires categorization of the various steps within the lifecycle of the projects, identifying the tasks that need to be completed within each stage and selecting the milestones to measure along the projects' duration. In addition, measuring the appropriate key performance indicators (KPIs) will also provide the management team the data needed to adjust or correct the course of a project and ensure everything occurs in time and within budget.

Key Performance Indicators (KPIs) are measured and tracked to determine if projects are being implemented as planned. For this Program's Construction Phase the most important KPIs are the Schedule Performance Index (SPI) and the Cost Performance Index (CPI). To achieve the desired success in the implementation of the projects these KPIs have to be updated during the duration of the Construction Phase as these will help the management team anticipate time extensions or cost overruns and try to correct the gaps before changes are unavoidable.

## **Specialized Experience and Technical Capacity**

Our multidisciplinary personnel comprised of experienced Project Managers, Licensed Engineers and Architects and Subconsultants; is highly qualified with the technical capacity to monitor program activities to validate compliance with, as a minimum, the applicable federal, Commonwealth, and local regulations.

INTEGRA is also committed to provide services aligned with and limited to the Standard of Care applicable to such services, consistent with the professional skill and care ordinarily provided by our peers in the same or similar locality under the same or similar circumstances.

Our currently available in-house technical staff consists of approximately 80 employees from which a pool of embers will be designated specifically for the program development.


The Key Staff who will be responsible for the services to be provided are:

CRC PROGRAM		
ID	POSITION	RESOURCE
1	Program Manager	Jose J. Rivera, PE
2	Design & Permitting Coordinator	Antonio Olazabal, RA
3	Project Coordinator	Eduardo Matos, AIT
4	Project Control	Cyndia Rivera, EIT
5	Scheduler	Launelly Rosa
SIH-MIT PROGRAM		
ID	POSITION	RESOURCE
1	Program Manager	Norberto Guzman, RA
2	Design & Permitting Coordinator	Karla Toledo, RA
3	Project Coordinator	Keyla Marrero
4	Project Control	Carlos Guillen
5	Scheduler	Christopher Suarez

## **Program Managers**

The Program Managers (PM) will be the main technical points of contact for the PRDOH and will manage the design phase, permit procurement and services during construction for the projects designed by Integra. From the Kickoff meeting forward, the Program Managers will ensure the timely distribution of each project phases' deliverables, the adherence and compliance to the agreed project schedules and Integra's overall compliance with the awarded project requirements.

The PM responsibilities will comprise:

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- Being present, along with the PRDOH personnel, in Kickoff meetings, periodic meetings, drawing revision meetings and, any other required meetings, to assure proper project development.
  - Overseeing compliance with all applicable laws, regulations, policies, and procedures for the CRC Set-Aside, SIH, and SIH-MIT Programs.
  - Management of all project communications with the different stakeholders including the PRDOH, Integra design staff, consultants, and permit agencies, among others.
  - Assuring timely and adequate project(s) preparation and that the actual project cost does not exceed the budget provided by the PRDE. The PM shall promptly inform the PIC and the PRDE in case of any budget discrepancy.

### **JOSE J. RIVERA, PE – CRC PROGRAM**

Rivera is a Senior Executive with over 20 years of experience in the engineering field, with proven program management in planning, funding, permitting, design, procurement and construction of water and wastewater engineering projects. Strategist with demonstrated success controlling multiple projects of over \$300 million per fiscal year while maintaining efficiencies and optimizing resources to achieve compliance with key performance indicators (KPIs) and the corporation's strategic plan and initiatives.

### **NORBERTO GUZMAN, RA – SIH-MIT PROGRAM**

Guzmán is a registered architect with a strong educational background and over 20 years of experience in the architectural field, construction management, construction supervision, construction inspection and interior design. He has vast experience overseeing different project development phases, particularly as Owner's Representative managing Social Interest Housing Projects for multiple private and government clients. Arch. Guzmán is a subject matter expert in

federal recovery policies and grant programs, recognized for his approach to problems and innovative solutions.

## **Design & Permitting Coordinators**

The Design & Permitting Coordinators will oversee the design process, including, timely deliverables, quality control, and compliance with the Program's requirements. They will lead the architecture and engineering teams in the execution of the design development phase, and the preparation of the construction documents and technical specifications for each awarded project. They will also provide administrative and technical assistance related to each project's permit requirements, processing, policies, and procedure.

These Coordinator's responsibilities will comprise:

- Ensuring that the cost estimate in the different project phases does not exceed what the PRDE has assigned as budget for the project and, when necessary, making design adjustments during the process.
- Coordination with the PRDOH project manager or agent of all the information (existing drawings, modification in infrastructure projects, etc.) required for a proper and timely design process.
- Being responsible for the project(s) permit procurement process and ensuring the proper and timely submission of the required endorsements and permit documents.
- Monitor permit applications, contract registrations, zoning, inspections, and other permits.
- Interpret and communicates permitting requirements and other information applicable to various agency and statutory requirements.
- Ensure compliance with applicable federal, state, and local codes, laws, rules, regulations, specifications, standards, policies and procedures related to processing permit applications and initiate any actions necessary to correct deviations.
- Develop technical and administrative procedures for the review of permit applications.

### **ANTONIO OLAZABAL, RA – CRC PROGRAM**

Arch. Olazabal has over 19 years of experience in the architectural design and construction field. He has a strong background in leading, coordinating, executing, and overseeing multiple projects of various types, such as public housing, commercial, institutional, and healthcare facilities through all stages of design and construction.



As part of Integra's team of professionals, Antonio has been involved in the architectural design, code compliance analysis, and the preparation of construction documents for a variety of project types, including institutional buildings, residential developments, commercial interiors, and urban planning. He has also provided extensive technical assistance to state and non-state entities on disaster recovery projects from design to completion.

### **KARLA M. TOLEDO, RA – SIH-MIT PROGRAM**

Licensed Architect and Construction Documents Technologist with a strong background in project management and contract administration services in Puerto Rico and the United States. Arch. Toledo started working with Integra in 2019. Design, Construction, Consulting, and Green Building experience include social interest housing, residential, healthcare, hospitality, and institutional projects. Her key competences include outstanding organizational and leadership skills, fully bilingual, resources management, field supervision, inspection and assessments, construction contract administration, space planning and design, technical specifications writing and project manual development, RFI and Submittal Review, cost estimating and permitting. As a Juris Doctor graduate, she is also skilled in legal research and drafting, with excellent written and verbal abilities focused on Contracts, Torts, and Construction Law.

### **Project Coordinators**

Project Coordinators (PC) will be in charge of assisting the Program Managers in organizing our ongoing projects. This task involves monitoring project plans, schedules, staff, budgets, and expenditures, organizing and participating in stakeholder meetings, and ensuring that project deadlines are met in a timely manner.

Their main objective is to ensure that the schedule, budget and details of each project are well organized. They will communicate with the various teams to keep everyone on board about any changes to the project plans, organize reporting, plan meetings and provide updates to the Program Manager.

The PC responsibilities will include:

- Documenting and following up on important actions and decisions from meetings.
- Ensuring project deadlines are met.
- Providing administrative support as needed.
- Undertaking project tasks as required.
- Developing project strategies.

- Ensuring projects adhere to frameworks and all documentation is maintained appropriately for each project.
- Assess project risks and issues and provide solutions where applicable.
- Ensure stakeholder views are managed towards the best solution.
- Chair and facilitate meetings where appropriate and distribute minutes to all project team members.
- Create a project management calendar for fulfilling each goal and objective.

### **EDUARDO MATOS, AIT – CRC PROGRAM**

Matos Roldan has over 22 years of experience in the field of architecture and construction and started at Integra in 2019. During his career he's been involved in the design and coordination of projects, analysis of codes, verification of architectural drawings, reading plans and assistant professor. He has vast experience in public housing projects' comprehensive modernization and project coordination, specializing in Design, Supervision and Inspection, Design, Code Analysis, and related work to date.

### **KEYLA MARRERO – SIH-MIT PROGRAM**

Marrero has over 18 years of experience, including 9 years in project inspection. She has outstanding administration, communication, and interpersonal skills, including being detail oriented, extremely organized and multi-tasking. She is currently performing inspections of assigned projects to ensure compliance with contract requirements, approved design plans and specifications. She has a strong background in monitoring projects including: attending pre-construction meetings and weekly progress meetings, preparing project inspection minutes, daily and monthly reports, observe, request and evaluate submittals, RFI's and other documents, evaluate and recommend contractor certifications and change orders.

## **Project Controls**

Project Control resources are responsible for managing project controls deliverables on multiple projects. They shall compile, analyze, and report project cost and schedule to the project team. Their functions include initiating, planning, monitoring and controlling, communicating, and closing out project costs and schedule.

A Project Control resource's duties include:

- Holding meetings with the team for interactive planning sessions.
- Analyzing schedule changes for impact on projects.
- Reporting on impacts, critical areas and possible courses of action to maintain baseline schedules.
- Analyzing and reporting on schedule risks.
- Integrating risk management outputs in schedule review and mitigation planning.
- Resource load scheduling.
- Providing budget development support.
- Performing project analysis and support.
- Planning, scheduling, and managing responsibilities, objectives and project milestones for the team.

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### **CINDIA RIVERA, EIT – CRC PROGRAM**

Rivera is an engineering in Training, with 17 years' experience in teamwork and leadership. She holds a master's degree in construction engineering and has vast experience in preparing required documentation for environmental documents and for repair and rehabilitation projects. She is also well versed in evaluating, analyzing and recommending all kind of proposed projects, like Construction, Demolitions, Logistics and also the Use for Structures (Residential and Commercial), according to the corresponding district or location in compliance with the law and regulatory agencies.

### **CARLOS GUILLEN, EIT – SIH-MIT PROGRAM**

Guillen has wide knowledge of property and company policies and procedures and very skilled in electrical engineering, demonstrating exceptional technical skills, and making critical decisions during challenging periods. Adaptable, resilient, and quick learner, with an innate ability to work independently. He has vast experience in coordination and supervision of construction projects, assigned financial and material resources, including procurement and contract activities. Also, a strong background in inspecting natural disaster damages, obtaining disaster benefits and advising victims for proper documents required to process claims per government guidelines.

## **Schedulers**

A well-designed and managed schedule will allow the project to meet the stakeholders' goals in progressing through the project design phases into

procurement and then construction as scheduled and within budget. Conceptual project schedules will illustrate time allowed for phases of design, producing increasing levels of scope definition or design maturity, until final construction documents are produced. Also, establishing interim features of work deliverables can help to define task flow through each major deliverable, establish critical path dependencies necessary to drive a design deliverable to completion and help alert the project team to specific needs required by one another.

The Cost Estimating and Scheduling Team Leader's responsibilities will comprise:

- Gather and analyze data to estimate the amount of money, time, materials, and labor required to complete the design and construction projects assigned.
- Provide realistic estimates to ensure project completion on time and within budget.
- Meeting with the team to discuss the scope and scale of the projects.
- Periodically visit the job sites to gather information on materials, labor, and other factors.
- Collaborating directly with the architects, engineers and contractors.
- Consulting with industry experts to discuss current costs, rates and wages.
- Identifying and quantifying all cost factors involved in the projects.
- Preparing and presenting cost reports for PRDE.
- Develop and manage schedules for projects.
- Assist the Project Manager with schedule planning, coordinate tasks, and monitor the timelines of scheduled assignments.
- Identify potential scheduling delays and facilitate remedial action.
- Prepare project progress and performance evaluation reports.

#### **LAUNELLY ROSA, EIT – CRC PROGRAM**

Rosa is a civil engineer with vast experience in construction management and cost estimates, planning, supervision, and coordination of construction projects. She has successfully prepared construction documents, cost estimates and project proposals in compliance with government and federal agencies requirements and regulations. With a strong background in project management software such as Primavera P6, On-Screen Take off Rocket Earthwork Estimating Software, among others, she has managed multiple cost estimates and Scopes of Work to determine the cost of eligible permanent work for large and small construction projects using RS Means and Cost Estimating Format (CEF) for work to be completed and hazard mitigations for FEMA and COR3 projects.

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## **CHRISTOPHER SUAREZ – SIH-MIT PROGRAM**

Suárez is a highly motivated, organized, and innovative Engineer with a dynamic education and career portfolio, with proven experience in project management, architectural and engineering design, value engineering and planning. His impressive skillset includes in-depth knowledge of construction and mechanical processes, a good eye for detail, and advanced mathematical skills. As a top-notch project scheduler, he has previously been responsible to lead his team to the successful realization of envisaged project goals, multiple times.



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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

ATTACHMENT B

## SCOPE OF SERVICES

### Request for Proposals

#### Architectural, Engineering, and Management Services

#### City Revitalization Program - Community Resilience Centers Set-Aside

#### Social Interest Housing Program

#### Social Interest Housing Mitigation Program

#### Community Development Block Grant – Disaster Recovery

#### Community Development Block Grant – Mitigation

#### Puerto Rico Department of Housing

#### CDBG-DRMIT-RFP-2022-01

### 1. INTRODUCTION

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This document defines the architectural, engineering, environmental, and management services that the Contractor will provide for the implementation of the City Revitalization Program (**CRP**), including the Community Resilience Centers (**CRC**) Set-Aside and the Social Interest Housing Program (**SIH**), through the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) and the Social Interest Housing Mitigation Program (**SIH-MIT**) through the Community Development Block Grant – Mitigation (**CDBG-MIT**). The Contractor will be solely responsible for ensuring the accuracy, timeliness, and completion of all tasks related to the management, assessment, architectural and engineering design guidelines, cost estimation, specifications, procurement documentation, support during the procurement process, and services during construction for Projects assigned under this contract. The scope of services presented is based upon circumstances existing at the time of solicitation. The PRDOH reserves the right to modify or delete the requested services and, if appropriate, add additional services prior to and during the term of the contract. All activities shall be performed in compliance with applicable regulations of the CDBG-DR and CDBG-MIT programs, as set forth by the U.S. Department of Housing and Urban Development (**HUD**) and the Puerto Rico Department of Housing (**PRDOH**).

This RFP seeks to select one (1) or more firms to provide Architectural, Engineering, and Management Services, at the discretion and in the best interest of the Programs' implementation, under the CDBG-DR and CDBG-MIT grant(s), and any other federal funds, for a period of three (3) years with optional extensions of up to two (2) additional annual extension.

The Proposers shall consider that all engineering or architectural work must be performed by a professional or professional services organization in accordance with Act No. 173 of August 12, 1983, as amended, better known as the Act of Puerto Rico Examining Board of Engineers, Architects, Surveyors and Landscapers, and Act No. 164-2009, as amended, better known as the General Corporations Act.

The following are brief descriptions of the CRP, CRC Set-Aside, SIH, and the SIH-MIT Programs.

#### + City Revitalization Program (CRP)

CRP provides CDBG-DR funding to those municipal governments and other eligible entities enabling them to conduct a variety of critical recovery activities aimed at reinvigorating downtown areas, urban areas, and key community corridors.

○ **Community Resilience Centers (CRC) Set-Aside Projects**

The CRP establishes a CRC Set-Aside under the CDBG-DR Action Plan for developing or rehabilitating existing Community Resilience Centers, creating a known network of clearly identified and registered CRCs across the Island. The multi-purpose nature of these facilities will be enhanced by locating them in or near downtown areas, urban centers, or key corridors to the extent practical. This will facilitate access and coordination to essential public services such as potable water, communications infrastructure, and power, and enhance the centers' roles in resource distribution during and after a disaster. CRCs shall provide year-round community gathering spaces where citizens may receive educational materials and information on preparedness and home/community resilience initiatives. In this way, CRCs will enhance social resilience within communities by creating clearly identified and easily accessible gathering spaces and rendezvous locations for residents.

○ **Other CRP Projects**

Proposers are expected to have the capabilities necessary for the preparation of technical documentation required for the development of other types of CRP Projects (Projects) with CRP funds as required by PRDOH. These projects may include public facilities, complete streets, affordable housing, economic development, or mixed use within communities in urban areas.

Additional information related to CRP guidelines and policy can be found at <https://cdbg-dr.pr.gov/en/download/city-revitalization/>.

+ **Social Interest Housing Program (SIH)**

SIH creates housing for highly vulnerable populations such as, but not limited to: homeless persons, senior citizens, domestic violence victims, persons with intellectual disability, persons with developmental and/ or physical disability, persons living with HIV/AIDS, individuals recovering from addiction and individuals with other functional or access needs. The goal for the Program is to address the unmet need by creating high-quality, modern, resilient housing solutions for these populations.

Additional information related to SIH guidelines and policy can be found at <https://cdbg-dr.pr.gov/en/social-interest-housing-program/>.

+ **Social Interest Housing Mitigation Program (SIH-MIT)**

SIH-MIT will address the varying and localized need for mitigation against a number of hazardous threats. One of the main goals of the Program is to fund projects with high quality, modern, resilient housing solutions to address the mitigation needs of the vulnerable populations and protected classes. The Program will provide funding to eligible entities to expand existing housing to increase the number of vulnerable persons served and/or bring existing housing to decent, safe, and sanitary conditions. Also, to comply with applicable State and local government construction codes and health and safety standards. SIH-MIT will provide funding to eligible entities who are committed to providing

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Social Interest Housing and working with diverse populations to ensure accessibility of individuals having a wide-ranging of socioeconomic, physical, emotional, and other impairments.

Additional information and details related to CRP, SIH and SIH-MIT requirements and eligible use of funds can be found in the CDBG-DR and CDBG-MIT Action Plans, as they may be amended from time to time. The current Action Plans, as of the date of this Scope of Services, can be found at <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>.

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The PRDOH plans on implementing the CRC Set-Aside, SIH and SIH-MIT Program through construction implementation strategies such as the typical design-bid-construct methodology and the design-build methodology. The strategy for projects' implementation will depend on the complexity and risks associated to each individual project, therefore risk identification, evaluation and assessment shall be considered within services in this request. Construction services are planned on being procured in bundles to take advantage of cost reductions that such bundles could represent to PRDOH. Projects may be bundled by project type (e.g. solar systems installations), project location (e.g. more than one project in the same geographical area), or any other factor deemed appropriate by PRDOH. The Contractor will recommend to PRDOH those implementation strategies best suited for each project as well as project bundles.

The scope of services considers all services required from the Contractor to fully develop the design of a project from the initial concept to the final drawings and specifications to be used for construction. This applies to all projects assigned to the Contractor through a design-bid-construct methodology. Alternatively, when a project is determined to be implemented through the design-build methodology, the Contractor will only develop the project's design up to the Schematic Design Phase but will also perform the responsibilities of project management and environmental review for the project. The Contractor shall assist the PRDOH in conducting the successful procurement of both design-bid-construct and design-build projects; including the procurement of necessary construction and inspection services for the projects.

It is important to note that, although Program Management activities are included as a part of the scope of services, the primary focus of the services to be provided lies in project development and design services. As such, PRDOH is requesting the services of a full-service design firm that is experienced and capable of providing project design and management services.

## **2. STAFF REQUIREMENTS, ROLES, AND RESPONSIBILITIES**

The Contractor shall have or will secure, at its own expense, all staff required to perform the services under the contract. PRDOH expects the Contractor to provide competent and fully qualified staff who are authorized or permitted under federal, state, and local law to perform the scope of services under the contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No staff may be assigned to the resulting contract without the written consent of the PRDOH.



## 2.1. Staff Requirements

Key staff resources must be ready to begin working within two (2) weeks after the contemplated contract execution date and may be working throughout the term of the contract. Contractor must always ensure the professional, architectural, engineering, and management work services are performed by licensed professionals with the proper qualifications, skills, and experience, necessary to perform such services, according to applicable federal and local rules (state and municipal) and regulations.

## 2.2. Organizational Chart

The Contractor's organizational chart shall include the required number of staff, role and responsibilities, name of resource(s) or subcontractor(s), and resume or professional information.

## 2.3. Staff Experience and Qualifications

The Contractor shall demonstrate that its Key Staff (and subcontractors' staff) meet the desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services. All Key Staff must be located on island when performing work under the Contract. The table below presents requirements for Key Staff, roles and responsibilities.

Key Staff Position	Requirements	Roles & Responsibilities
<b>Program Manager</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in architecture or engineering.</li> <li>+ Must be a professional architect or engineer licensed in Puerto Rico.</li> <li>+ Must have at least seven (7) years of experience in program/project management.</li> <li>+ Required business level proficiency in verbal and written communication in both English and Spanish.</li> </ul>	<ul style="list-style-type: none"> <li>+ Maintaining a complete understanding of all applicable laws, regulations, policies, and procedures for the CRC Set-Aside, SIH, and SIH-MIT Program.</li> <li>+ Will be the main point of contact between the PRDOH and the Contractor.</li> <li>+ Be available on-call to attend status and progress meetings.</li> <li>+ Formulate, organize, and monitor the overall performance of the projects.</li> <li>+ Decide on suitable strategies and objectives; as well as coordinating cross-project activities.</li> <li>+ Develop and control deadlines, budgets, and activities; apply change, risk, and resource management.</li> <li>+ Assume responsibility for the program's performance, assess it, and aim to maximize it.</li> <li>+ Resolve program issues.</li> <li>+ Prepare and review reports.</li> <li>+ Any other function necessary to ensure the successful implementation of the Programs.</li> </ul>
<b>Design and Permitting Coordinator</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in architecture or engineering.</li> <li>+ Must be a professional architect</li> </ul>	<ul style="list-style-type: none"> <li>+ Ensure that project designs are both aesthetically aligned to Owner requirements and responsive to project goals and Program Guidelines;</li> <li>+ Reviewing design documents and making recommendations to the Owners and Designer as to constructability, scheduling, and time of construction.</li> </ul>

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Key Staff Position	Requirements	Roles & Responsibilities
	or engineer licensed in Puerto Rico. + Must have at least ten (10) years of experience developing or supervising multi-disciplinary designs. + Required business level proficiency in verbal and written communication in both English and Spanish.	+ Confirming the clarity, consistency, and coordination of documentation around design documents. + Performing life-cycle cost analysis and other reviews to maximize the return on the construction investment. + Developing a detailed design schedule and supervising its implementation. + Reviewing design in progress to assure constructability with minimal changes and fewer problems in the field. + Coordinating the development of component cost estimates at every design submittal. + Establishing procedures for the preparation of environmental review records and for obtaining environmental clearance for activities to be performed under the Programs. + Organizing and controlling the Contractor's environmental staff activities. + Coordinating environmental related activities with designated PRDOH representatives and regulatory agencies such as the State Historic Preservation Office (SHPO). + Coordinating the preparation of environmental review records for activities to be performed under the Programs. + Coordinating and guiding the team on identification of environmental mitigation measures for the activities to be performed under the Programs. + Preparing reports and keeping all parties informed on the status of environmental review record activities for each project assigned under the Contract. + Maintaining knowledge and familiarity with the policies and procedures established by PRDOH for the procurement of goods and/or services under CDBG-DR and CDBG-MIT. + Coordinating the preparation of complete procurement packages for the goods and/or services necessary to undertake the construction activities of Projects under the Contract. This entails a close working relationship with designers, PRDOH representatives, and other staff to ensure that complete and accurate Scope of Services, Cost Estimates, Evaluation Criteria, Instructions to Proposers/Bidders, and other related documents necessary are submitted to the PRDOH Procurement Division. + Attending pre-bid conferences of procurement processes for Projects assigned under the Contract. + Coordinating efforts for revisions to drawings and specifications, answers to questions and requests for clarifications, and preparation of addenda for procurement processes of Projects assigned under the Contract.

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Key Staff Position	Requirements	Roles & Responsibilities
		<ul style="list-style-type: none"> <li>+ Providing technical assistance to PRDOH and its representatives, as required, during the procurement of goods and/or services for Programs' activities; from pre-solicitation to contract execution.</li> <li>+ Coordinating the preparation of contract packages for the execution of contracts with construction contractors and inspection contractors selected by PRDOH through the procurement processes undertaken for Projects assigned under the Contract.</li> </ul>
<b>Project Coordinator</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in planning, engineering, architecture, project management, or similar discipline.</li> <li>+ Must have at least three (3) years of experience working with construction projects and their management.</li> <li>+ Preferred fluent verbal and written communication skills in both English and Spanish.</li> </ul>	<ul style="list-style-type: none"> <li>+ Maintaining and monitoring project plans, project schedules, work hours, budgets, and expenditures.</li> <li>+ Organizing, attending, and participating in stakeholder meetings.</li> <li>+ Documenting and following up on important actions and decisions from meetings.</li> <li>+ Preparing necessary presentation materials for meetings.</li> <li>+ Ensuring project deadlines are met.</li> <li>+ Determining project changes.</li> <li>+ Providing administrative support as needed.</li> <li>+ Undertaking project tasks as required.</li> <li>+ Developing and implementing project strategies.</li> <li>+ Ensuring projects adhere to frameworks and all documentation is maintained appropriately for each project.</li> <li>+ Assess project risk and issues and provide solutions where applicable.</li> <li>+ Ensure stakeholder views are managed towards the best solution.</li> <li>+ Chair and facilitate meetings where appropriate and distribute minutes to all project team members.</li> <li>+ Create a project management calendar for fulfilling each goal and objective.</li> </ul>
<b>Project Controls</b>	<ul style="list-style-type: none"> <li>+ Must have a bachelor's degree or higher education in planning, engineering, architecture, project management, or similar discipline.</li> <li>+ Preferred fluent verbal and written communication skills in both English and Spanish.</li> </ul>	<ul style="list-style-type: none"> <li>+ Analysis and reporting data to develop a complete and accurate picture that inform decisions regarding the management, quality, and control of projects.</li> <li>+ Identifying, agreeing, and implementing appropriate performance management techniques for the project. This includes identifying trends and deviations from the original plan and recommending appropriate corrective actions.</li> <li>+ Developing, setting, and managing baselines (reference levels against which a project is monitored or controlled).</li> <li>+ Identifying, applying, and evaluating schedule control techniques, which support the management of progress against a timetable and consider factors such as limited resources and estimating uncertainty.</li> <li>+ Identifying, applying, and evaluating cost control techniques to support the monitoring, managing, and reporting of costs.</li> </ul>

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Key Staff Position	Requirements	Roles & Responsibilities
		<ul style="list-style-type: none"> <li>+ Identifying, applying, and evaluating quality control techniques to support the monitoring and managing of quality.</li> <li>+ Identifying, applying, and evaluating risk control techniques to inform the risk management process.</li> <li>+ Establishing protocols to alter the scope of a project, implementing the protocols when necessary and updating documentation including contracts to develop, maintain, and apply quality management processes for the ongoing project or change initiative.</li> </ul>
<b>Scheduler</b>	<ul style="list-style-type: none"> <li>+ Must have a degree in construction, engineering, architecture, or related technical field.</li> <li>+ Must be proficient in the use of scheduling software of Microsoft Project or Primavera.</li> <li>+ Must have at least two (2) years of experience with construction scheduling.</li> <li>+ Preferred fluent verbal and written communication skills in both English and Spanish.</li> </ul>	<ul style="list-style-type: none"> <li>+ Consulting with project managers and technical experts to set up assignments, tasks, and subtasks.</li> <li>+ Developing, implementing, and maintaining an effective scheduling management system.</li> <li>+ Coordinating project timelines with different departments, contractors, and external stakeholders.</li> <li>+ Monitoring project timelines and deadlines.</li> <li>+ Review construction project schedule submittals.</li> <li>+ Evaluate and provide recommendation with regards to time impact analysis and/or time extension claims submitted by the construction contractor.</li> <li>+ Identifying potential project schedule delays and facilitating intervention in a timely manner.</li> <li>+ Evaluating performance and preparing project progress reports.</li> <li>+ Accommodating updates and changes to project schedules.</li> <li>+ Recommending actions to keep projects within budget and completed on time.</li> <li>+ Keeping stakeholders informed of project timelines and deadlines.</li> <li>+ Documenting project scheduling processes and maintaining records.</li> </ul>

### 3. TASKS AND SERVICES

The following are the tasks that the Contractor will perform under this Scope of Services.

#### 3.1. Project Management

The Contractor will be responsible for the comprehensive management of every stage of projects assigned under the Contract, beginning with the original concept and project definition, and ending with the project's closeout after construction. The Contractor, under its project manager role, shall always act in the interest of PRDOH and the project owner/sponsor. As part of its project management responsibilities, the Contractor will offer advice, unstained by any conflicting interests, on such matters as:

- + Optimum use of available funds;
- + Project scope of services;
- + Project scheduling;
- + Optimum use of design and construction firms' skills and talents;

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- + Avoidance of delays, changes, and disputes;
- + Enhancing project design and construction quality;
- + Contracting and procurement; and
- + Cost control and risk management at all stages.

The Contractor will support PRDOH and project owners/sponsors with proven strategies to deliver the best possible projects, on time and within budget. The Contractor shall give the PRDOH and the project owners/sponsors a more effective control of complex construction, delivering high quality finished projects on time and within budget. The Contractor will be the PRDOH's and the project owner's/sponsor's advocate, combining detailed technical knowledge with a commitment to meeting the PRDOH's and the project owner's/sponsor's needs. The Contractor will represent the PRDOH and the project owner/sponsor on crucial areas such as:

- + General project characteristics and performance requirements;
- + Project analysis and selection;
- + Forming a collaborative team of professionals;
- + Coordination of ongoing activities at the project site and any effects on these that the project's construction may have;
- + Development and maintenance of a budgets and comprehensive schedules;
- + Establishment of management and reporting systems to meet PRDOH's requirements;
- + Development of detailed and complete procurement documents to assure timely, responsive, and comparable proposals, while avoiding protests; and
- + Assistance in reviewing and analyzing proposals and selecting contractors.
- + Full collaboration with other PRDOH's contractors, as required.

As pertaining to project selection phase, the Contractor shall:

- + Assist the PRDOH with the evaluation and selection of feasible projects to be implemented using CRC Set-Aside, or SIH-MIT Program funds.
- + Perform a Project Concept Feasibility Analysis to determine if the project's implementation is viable under the CRC Set-Aside, or SIH-MIT Program. The Project Concept Feasibility Analysis shall consider factors such as budget limitations, current conditions of the project site and its buildings, required improvements to meet project goals, environmental considerations, project achievement of risk mitigation, and any other factor that may affect project's feasibility for implementation.
- + For projects deemed eligible and viable, the Contractor shall coordinate, prepare, gather, and transmit to PRDOH a full agreement package to PRDOH for execution of an agreement with the project owner/sponsor for the project's implementation.

As pertaining to the design phase, the Contractor shall:

- + Control and manage the budget, scheduling, and implementation of design and environmental clearance activities for projects assigned under the Contract. This includes management and control of design activities that may be performed by other entities under contract with PRDOH for implementation of the CRC Set-Aside,

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SIH and SIH-MIT Program (such as design builder contracted for the implementation of a specific project or bundle of projects).

- + Ensure that project designs are both aesthetically aligned to Owner requirements and responsive to project goals and Program Guidelines;
- + Review design documents and make recommendations to the PRDOH and the project owners/sponsors as to constructability, scheduling, and time of construction;
- + Confirm the clarity, consistency, and coordination of documentation around design documents;
- + Develop a detailed design schedule and supervise its implementation;
- + Review designs to assure constructability with minimal changes and few problems in the field;
- + Develop component cost estimates at every design submittal.
- + Ensure that required permits and endorsements from Regulatory Agencies are obtained.
- + Any other task required to ensure successful completion of design and environmental clearance activities for the project.

As pertaining to the procurement phase, in compliance with the 2 C.F.R. 200 requirements and the Procurement Manual for the CDBG-DR Program, the Contractor shall:

- + Prepare complete procurement packages and make the necessary coordination for the goods and/or services necessary to undertake the construction activities of projects assigned under the Contract. This includes both construction and inspection services procurement.
- + Provide technical assistance in the pre-bid conferences to clarify the project's needs and assure responsive bids.
- + Coordinate efforts for revisions to drawings and specifications, answers to questions and requests for clarification, and preparation of addenda for procurement processes of projects assigned under the Contract.
- + Provide technical assistance to PRDOH and its representatives, as required, during the procurement of goods and/or services for Programs' activities.
- + Assure that all procurement documents are clear, and all questions are answered.
- + Provide technical assistance, as required, during the evaluation process of proposals received for projects assigned under the Contract.
- + Any other task necessary to ensure the proper, compliant, and successful completion of procurement processes for projects assigned under the Contract.

As pertaining to the construction phase, the Contractor shall:

- + Assure that all contractors, subcontractors, and other participants fully understand the project's design and requirements at every stage, including any permitting or endorsement condition.
- + Deliver timely and clear weekly and monthly reports concerning construction progress, milestones, and other elements, as required by PRDOH. The format of the weekly and monthly reports will be agreed to between the Contractor and PRDOH during the provision of services.

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- + Monitor the construction process to anticipate difficulties, identify and document unforeseen conditions, resolve issues early, and keep the work flowing.
- + Corroborate that work milestones are being met and confirm that all construction related expenses have been paid by the construction contractor in a timely manner.
- + Review and recommend Applications for Payment received from other PRDOH vendors including but not limited to construction services contractors and project inspectors.
- + Assure that the contractor provides a safe workplace, both for project works and, in renovations, for individuals who continue to use the facility during construction.
- + Ensure compliance of projects with the provisions of the Uniform Relocation Act (**URA**) guidelines. If tenants are identified, a due diligence must be performed to relocate the tenant, if required, and log appropriate actions.
- + Monitor all construction services contractors' and subcontractors' files and assure compliance with the statutory and regulatory compliance of the Secretary of Labor's requirements with Davis-Bacon and Related Acts (**DBRA**), the Work Hours and Safety Standards Act (**WHSSA**), the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned projects under the Contract.
- + Monitor all construction services contractors' and subcontractors' files and assure compliance with the statutory and regulatory compliance of Section 3 of the Housing and Urban Development Act of 1968, as amended and Minority / Women Business Enterprise (M/WBE) Business participation requirements.
- + Coordinate the final stages of construction with project inspector, including contractor's punch lists and similar tasks that must be completed before the project's closed out phase.

To perform the aforementioned Program Management Tasks, the Contractor will make use of Key Staff depicted in **Section 2.3**. For the purpose of determining the total staff that the Contractor may be able to employ the framework below shall be followed, based on the quantity of active construction projects in the Programs.

<b>Position</b>	<b>Full Time Equivalent Cap Criteria</b>
<b>Program Manager</b>	+ Maximum 1 FTE for the life of the contract
<b>Design and Permitting Coordinator</b>	+ Maximum 1 FTE for the life of the contract
<b>Project Coordinator</b>	+ 0.25 FTE per active project in the construction phase.
<b>Project Controls</b>	+ Maximum of 1 FTE when there are no active projects in construction + An additional 0.10 FTE for each project active in the construction phase

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Position	Full Time Equivalent Cap Criteria
<b>Scheduler</b>	+ Maximum of 0.5 FTE when there are no active projects in construction + An additional 0.10 FTE for each active project in the construction phase

PRDOH reserves the right to modify the above framework at any time if it considers it in the best interest of the Programs' implementation. Any modification to the framework will be informed in writing to the Contractor and shall not require a contract amendment for it to become effective.

### **3.2. Design Services**

The Contractor will be responsible for the design development and permitting of projects assigned under the Contract. Design development for projects will be performed through phases. The phases will be **(i)** Project Concept Planning and Feasibility Analysis, **(ii)** Preliminary Design, **(iii)** Construction Drawings and Specifications, **(iv)** Services During the Procurement Process, and **(v)** Services During the Construction Phase.

Depending on the project implementation methodology, the Contractor may perform a complete or a partial design development phase. In the case of projects to be implemented using the typical design-bid-construct methodology, the Contractor will perform all stages of the design development for the project. In the case of projects to be implemented using the design-build methodology, the Contractor will perform the Project Concept and Feasibility Analysis, and the Services During the Procurement Process phases.

Design Services do not include the cost of engineering studies necessary for the design development such as test borings, property surveys, or other technical studies that may be needed. All these excluded services will be performed by the Contractor, as needed for each project, as Additional Services (See **Section 3.4**).

All necessary drawings for construction shall be prepared in digital format, with drawing templates, scales, and drawing sheets size to be provided. Drawing digital format shall be prepared in AutoCAD (DWG) format. Drawings shall be delivered in Portable Document Format (PDF) as well. All design documents for construction (including drawings, specifications, cost estimates, etc.) shall be certified by a professional engineer or architect licensed to practice in Puerto Rico (as required by Law 173 of August 12, 1998). Specifications and Cost Estimates shall be prepared and formatted in accordance with Master Format Standard from the Construction Specifications Institute (**CSI**).

For all project implementation methodologies and/or assigned projects where there are existing design documents available, the Contractor shall perform the necessary tasks, as detailed below:

#### **3.2.1. Project Concept Planning and Feasibility Analysis**

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Out of conferences with the PRDOH and the project owner/sponsor, studies shall be prepared by the Contractor to determine in a schematic way, the nature and purpose of the project, its size, and the relationship of project components and the suitability of the site. The Contractor shall prepare a schematic opinion of probable cost based on the area, volume, or other pertinent data.

The PRDOH or project owner/sponsor will cooperate fully and furnish all the information required for the proposed project, including standards, if any, the exact uses and, the manner in which the PRDOH or project owner/sponsor expects it to operate. If the project is one calling for possible future additions or further extension, the PRDOH or project owner/sponsor will inform the Contractor of such facts and what the expected ultimate expansions might be.

For the Project Concept Planning and Feasibility Analysis Phase the Contractor shall deliver to PRDOH a report containing the following:

- + Project Description (including existing conditions)
- + Location Plan and Aerial Photo
- + Include the project owner's/sponsor's needs assessment as per submitted application
- + The designer's needs assessment, including:
  - **Architectural:** Exit gates, space distribution, site conditions, elevator systems, and others.
  - **Structural Evaluation:** Structural resistance, seismic response, compliance with modern structural codes, and others.
  - **Electrical Evaluation:** Lighting system, wiring conditions, electrical devices, compliance with National Electric Code (latest version), electrical capacity, substations and meter banks, and others.
  - **Mechanical Evaluation:** Mechanical rooms, HVAC Systems, fire detection and alarm systems, pump systems, valves, gauges, fans, air vents, dampers drains, ducts and access doors, and others.
  - **Plumbing Evaluation:** Water distribution systems, fire suppression systems, sewer systems, drainage systems, pipes, fitting, or plumbing fixture, valves, sinks, showers, toilets, lavatories, grease traps and others.
  - **Civil Evaluation:** Water distribution on site (meters, valves, fire hydrants and pipes systems), sanitary sewer drainage (building connections, manholes, pipe systems, etc.), pavement, sidewalks, curbs, streets, storm drainage (pipes, catch basins, manholes, headwalls, and capacity), and others.
  - **Green Building Standard Evaluation:** Necessary work to comply with an industry recognized Green Building Standard such as ENERGY STAR, Enterprise Green Communities, LEED BD+C, LEED Homes, LEED O+M, LEED ND, ICC-700, EPA Indoor AirPlus, or "Permiso Verde" for new constructions or substantial rehabilitations; and with HUD's Green Building Retrofit Checklist for repairs or rehabilitations. This is only applicable to projects funded with CDBG-DR funds.

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- **Accessibility Evaluation:** Include design requirements of the Fair Housing Act, as well as ADA Standards, and Section 504 of the Rehabilitation Act of 1973 (Section 504) and/or the Uniform Federal Accessibility Standards (UFAS), as applicable, and to the extent feasible for those sites considered non-substantial repair<sup>1</sup>;
- **Other needs** to comply with Program Guidelines as determined by the PRDOH, the project owner/sponsor, or the Contractor
  - + Project specific analysis of codes, ordinances, and regulations
  - + Field inspection reports
  - + Toxic Material Assessment (Lead and Asbestos, among others)
  - + Findings and Recommendations for Risk Mitigation
  - + Recommended Plan of Improvements
  - + Schematic Drawings of Planned Improvements
  - + Permit Work Plan
  - + List of Required Additional Services (studies) needed for the design of the project
  - + Schematic construction cost estimate signed and sealed by the professional engineer or architect that prepared the estimate.
  - + A recommendation on whether or not the project is feasible as conceptualized with CRC Set-Aside, SIH, and SIH-MIT Programs' budgets, timelines, and eligible activities.
  - + Documentation of meeting with project owner/sponsor, residents, users of the facility and other interested parties, documenting their needs and requests as to the proposed improvements of the project (including meeting minutes and list of attendees).

### 3.2.2. Preliminary Design Services

When the Project Concept Planning and Feasibility Analysis, as a result of conferences and information furnished by the PRDOH or the project owner/sponsor, have been generally determined and the proposed scheme approved, then the Contractor shall proceed with the preliminary drawings of the project. These are drawings, at small scale, showing the location of the project on the site, the general disposition of the principal features, and equipment. At this stage the Contractor should determine any limitations of the site such as structure or buildings lines, zoning, setbacks, etc., and also limitations of existing applicable laws and regulations.

These drawings are developed with plan, elevations, and sections sufficient to fix and illustrate the site and character of the project in all its essential basic particulars including space provision and system layout for data, electrical, and mechanical equipment. The Contractor should also prepare basic outline specifications and include in the same manner other special features or equipment required for the project.

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<sup>1</sup> HUD Accessibility Requirements for Buildings.

The Contractor shall also at this stage develop such preliminary construction opinion of probable cost pertaining to those preliminary drawings that are the basis for the whole concept of the project. They are important and should be thoroughly studied and understood before proceeding to the next step, the preparation of Construction Drawings and Specifications.

The Contractor shall also provide, as part of this stage of design, all necessary documentation to determine requirements for possible property acquisition for the development of the project, as applicable for each program.

### **3.2.3. Construction Drawings and Specifications**

These are the logical and final development of the foregoing preliminary work and as a result are the instruments of the professional service from which the project is constructed or assembled. These deliverables must explain in substantial detail the extent of the work included and to be performed under the construction contract.

The construction drawings shall give explicit information in terms of dimensions, when required. Schedule of interior finishes shall accompany the construction drawings and mark the location of the respective kinds of materials as specified. The specifications shall give information regarding the kind and use of materials and/or equipment.

The Contractor shall furnish as part of the construction drawings sufficient information including scaled details to set forth the requirements including the following information in general:

- + **Site Plans:** Developed from the survey and shall show the following:
  - Location of the project on the site.
  - All building or zoning lines and restrictions.
  - Connections to existing utilities.
  - Sewage disposal system, if trunk sewers are not available.
  - Drainage systems, including inflows, land and building contributions, and runoff disposal and management works.
  - Roads, walks, utilities, landscaping, and other general site improvements, including accessible routes.
  - Normal grading of the proposed structures.
  - All existing foundations or other obstructions.
  - Any other physical characteristics, which might affect the site improvement of the project.
- + **Building Plans:** Should be thoroughly dimensioned and include the following information:
  - If the building is of a complicated nature, a foundation plan showing footings, caissons, piling, drainage pits, etc., occurring below the basement of the lowest levels should be included.

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- Floor plans at an adequate scale. Key drawings may be prepared at a lesser scale.
  - Overall elevations at an adequate scale. Key drawings may be prepared at lesser scale.
  - Sections through the building and sections through stairway particularly those of a special nature, shall be developed at an adequate scale. Sufficient additional sections, as needed, to clearly illustrate the intent shall be developed.
  - Roof plans showing roof pitch, drainage outlets, mechanical and electrical equipment, and other roof top elements, including safety features.
  - Framing plans (except for simple buildings) showing structural members, and other information to illustrate structural requirements. These will include beam, slab, structural walls, columns, and lintel schedules.
  - Floor plans and necessary cross sections showing all plumbing, mechanical, electrical equipment, and data communication components to show relationship between architectural and engineering construction. These drawings should show all piping, conduit arrangements, and diagrams with the location of all fixtures shown.
  - Detail drawings, at suitable scale, to illustrate adequately special equipment or features.
  - Detail of special architectural or engineering features to illustrate the intent and construction requirements.
  - Schedules, showing windows, doors, rooms finishes, corridors, stairs, mechanical, electrical and plumbing, etc.
- + **Specifications:** The specifications shall be written in sufficient detail to describe adequately the materials, construction methods, and workmanship. The specifications shall follow an industry standard format, such as the CSI MasterFormat.
- + **General Conditions and Special Conditions:** As applicable to the project. The Contractor shall coordinate General and Special Conditions with the PRDOH and the project owner/sponsor.
- + **Construction Opinion of Cost:** The Contractor shall develop a construction opinion of probable cost pertaining to the Construction Drawings and Specifications.
- + Descriptions of each division of the work describing the materials, their quantity, and the manner of assembling them, if required.

### 3.2.4. Services During the Procurement Process

Prepare procurement package documents, including, but not limited to, instructions to the bidders, scopes of work, bid form, etc. Assist PRDOH during the procurement process by attending pre-bid meetings, and issuing necessary addenda to clarify proposer's inquiries. Provide Technical Assistance to the PRDOH and the project owner/sponsor in the evaluation phase of the procurement process, if necessary. Assistance shall be provided in the procurement of both construction and inspection

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services for the projects, and any other procurement process required for the project's completion.

The instructions to offerors should state the conditions surrounding the procurement process, availability of documents and who can participate of the process, due dates, instructions for the submission of bids/proposals, and whether a public opening of the bids will be performed.

The procurement documents must contain references to the bid, payment, and performance bonds, or certified check requirements. Also, it should state the requirements for liquidated damages.

During the procurement evaluation process, the Contractor may assist the PRDOH with the evaluation of technical aspects of the offers submitted, as well with any other technical assistance needed.

### **3.2.5. Services During the Construction Phase**

Construction Phase Services involve consulting with, and advising, the PRDOH and the project owner/sponsor during construction as the client representative. This service is limited to determining in general terms if the construction is proceeding according to the contract documents. Services during the construction phase include the following:

- + Reviewing for compliance with design concepts, shop, and erection drawings submitted by the contractors.
- + Reviewing laboratory, shop, and test reports on materials and equipment.
- + Visiting the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work, on monthly basis as a minimum, or as required by the project's needs.
- + Issuing instructions from the client to the contractor, issuing necessary interpretations and clarifications of contract documents, preparing change orders requiring special inspections and testing of the work, and making recommendations as to the acceptability of the work.
- + Preparing sketches to resolve problems due to actual field conditions encountered.
- + Determining amounts of progress payments due, based on the degree of completion of the work, and recommending issuance of such payments by the client.
- + Observing and assisting performance test and initial operation of the project.
- + Making final observation and reporting on completion of the project, including recommendations concerning final payments to contractors and release of retainage percentages.
- + Review and evaluate change orders requests from construction contractor, and recommendations from the project inspection, related to additional costs and time extension, in a timely manner. Provide recommendations for the grant management review and final approval by PRDOH.

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- + Review final as-built drawings set of the project prepared by the construction contractor, including all changes or modifications implemented during the construction of the project.
- + Preparing record drawings to include any design or construction changes approved during the construction phase utilizing as-built drawings provided by the construction contractor.
- + Assist the client/project owner during the project closeout phase, including but not limited to, the review of Closeout Binder, and operations and maintenance trainings.

### **3.2.6. Permitting**

The Contractor shall identify and obtain all permits and endorsements required for the execution of the projects assigned under the Contract. Regulatory Agencies that must be consulted for permit and endorsement purposes include, but are not limited to, the Office of Permit Management (**OGPe**), the Department of Natural and Environmental Resources (**DNER**), the Puerto Rico Fire Department (**PRFD**), the Environmental Quality Board (**EQB**), the Puerto Rico Police Department (**PRPD**), Municipalities, the Department of Spots and Recreation (**DSR**), the Puerto Rico Aqueduct and Sewer Authority (**PRASA**), the Puerto Rico Department of Transportation and Public Works (**DTPW**), the Puerto Rico Electric Power Authority (**PREPA**), the Puerto Rico Telecommunications Bureau (**PRTB**), the Fish and Wildlife Service (**FWS**), the State Historic Preservation Office (**SHPO**), and the Puerto Rico Institute of Culture (**PRIC**). Requests for permits and endorsements will be submitted by the Contractor to Regulatory Agencies as soon as the necessary documents for submission are ready, during any phase of the design process and avoiding negative impacts to the project schedule.

Contractor shall gather all notifications and recommendations from regulatory agencies, address any requests for information, and implement their recommendations to the project's design. Copies of all communications with regulatory agencies regarding permits and endorsements shall be provided to PRDOH as soon as they are available.

Contractor shall obtain all project required permits and endorsements prior to completing the Working Drawings and Specifications phase of the design development.

Contractor shall assure that any requirement or conditions resulting from the permitting/endorsement process of each project is clearly communicated to bidders during construction procurement process.

### **3.3. Environmental**

The Contractor will be responsible for obtaining environmental clearance through an Environmental Review of the proposed activities for the project. For this, the Contractor will perform the following activities:

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### **3.3.1. Environmental Surveys and Assessments**

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

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

### **3.3.2. Environmental Review**

To perform the projects' environmental reviews the Contractor must initiate meetings with PRDOH and project owner/sponsor staff, as well as any other pertinent stakeholders. For each project, the Contractor will conduct environmental reviews, including the preparation of required publication notices on an as-needed basis with the required level of clearance. The Contractor will coordinate with PRDOH the publication of notices. Publication costs will be assumed by PRDOH or may be reimbursed to the Contractor under Task 3.5 – Reimbursable Expenses.

Environmental reviews must, at minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Public Law 115-56), the National Environmental Public Policy Act (Including implementation regulations at 40 CFR 1500 and 25 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental review requirements. For each project, the Contractor will create an Environmental Review Record (ERR) meeting the aforementioned legal requirements and documenting PRDOH's review and compliance with the federal authorities listed in 24 CFR 58. This will include structure verification of dates of construction with aerial images, and the preparation of forms, as needed, by staff meeting the Secretary of Interior's (SOI) Professional Qualifications Standards for Architecture or Architecture History for submission to the State Historic Preservation Office (SHPO) to comply with consultation requirements set forth in the Programmatic Agreement between SHPO, FEMA, HUD, COR3, and PRDOH.

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

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

Contractor shall assure that any requirement or conditions resulting from the Environmental Review process of each project is clearly communicated to bidders during construction procurement process.

#### **3.4. Additional Services**

In addition to the traditional management, design, permitting, and environmental services included in this Scope of Services, some projects may require additional services, surveys, studies, and tests for the Contractor to deliver a complete and thorough design. These are considered Additional Services by PRDOH. For such services, the Contract will include an allowance.

Whenever Additional Services are required, the Contractor shall develop an Additional Service Work Plan, including a justification of need for the service, the scope of work, the credentials of the staff to perform the services, a schedule, the costs, and a list of deliverables to be prepared. The Additional Service Work Plan shall be submitted by the Contractor to the PRDOH through a Request for Approval (**RFA**) for approval prior to the Contractor performing the services. PRDOH will evaluate each Additional Service for need and cost reasonableness and, if determined to be of need and in the best interest of the project, approve the performance of the services by the Contractor. No Additional Service shall be performed by the Contractor without the written approval of PRDOH.

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

Additional Services include, but are not limited to:

- + **Land Surveys** (boundary surveys, ALTA surveys, topographic surveys, location surveys, mortgage surveys, subdivision surveys, new construction surveys, etc.)

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- + **Hazardous Material Studies and Development of Abatement Plans** (lead containing materials, asbestos containing materials, etc.)
- + **Geotechnical Studies** (drilling works, soil sampling and investigations, rotary core drilling and rock sampling, standard penetration tests, field vane shear tests, cone penetration tests, etc.)
- + **Structural Studies** (radiographic testing, ultrasonic testing, infrared thermography inspection, etc.)
- + **Hydrological Studies** (catchment analysis, catchment flows, rainfall analysis, hydrogeology, overland flow/runoff assessment, watercourse hydraulics, flood risk assessment, drainage impact statement, etc.)
- + **Transportation/Traffic Studies** (traffic signal studies, traffic signal warrants, intersection turning movement counts, intersection delay, gap studies, non-motorized volume studies, vehicle spot speed studies, travel time and delay studies, etc.)
- + **Environmental Studies** (wetland evaluations and delineations, historical and archeological studies and monitoring, phase II environmental site assessments, etc.)
- + **Peer Reviews** of designs performed by other third parties. The Contractor will be required to perform peer reviews of designs performed by others, such as when a project is implemented through the design-build methodology and the design is completed by the selected design-build firm.

All Additional Services shall be prepared in compliance with applicable federal, state, and local codes, regulations, and laws, and whenever applicable, shall be prepared and certified by competent professional with the proper authorizations to perform the work.

### **3.5. Reimbursable Expenses**

For the proposer to adequately complete all tasks under this Scope of Services, there are certain costs established by law or regulation that must be paid. These costs include mandatory fees of the Puerto Rico College of Engineers and Land Surveyors (**CIAPR** for its Spanish acronym), permit taxes (aranceles), and permit application fees. These costs will be paid by the Contractor to the corresponding entities and presented for reimbursement to the PRDOH. The PRDOH will reimburse the direct costs incurred by the Contractor on the fees. For this purpose, the Contract includes an allowance out of which reimbursable costs will be paid by PRDOH.

### **3.6. Architectural Design Guidelines and Outline Specifications (CRC Set-aside)**

An important task for the CRC Set-Aside will be the preparation and establishment of formal guidance as to the expected standards for the design of a CRC, following a "kit of parts" approach. This design guideline shall establish:

- + The basic components of a CRC, including recommended spatial considerations and adjacencies
- + Alternate additions to the basic CRC based on needs and specific regional considerations

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- + Establishment of a level of quality for building materials, equipment, systems, components, and FF&E
- + Description of recommended sustainable design features
- + Preparation of Outline Specifications

These documents will serve as the basis of design for all CRCs and will be published as a part of the RFP documents as the standard of quality for these centers.

#### 4. TIMEFRAMES OF PERFORMANCE

The Contractor shall complete project assignments within the following timeframes:

Task / Services	Timeframes
<b>Architectural Design Guidelines and Outline Specifications (CRC Set-aside)</b>	Deliverables submitted <b>within ninety (90) calendar days</b> of the PRDOH's request to perform the task.
<b>Project Concept Planning and Feasibility Analysis</b>	Deliverables submitted <b>within ninety (90) calendar days</b> of project assignment.
<b>Preliminary Design</b>	As agreed between the PRDOH and the Contractor for each specific project.
<b>Working Drawings and Specifications &amp; Environmental Review</b>	As agreed between the PRDOH and the Contractor for each specific project.
<b>Services During the Procurement Process</b>	Complete procurement packages submitted to PRDOH to initiate the procurement process within fifteen (15) days of completing the Working Drawings and Specifications phase.

#### 5. SPECIAL PROVISIONS

The services provided by the Contractor shall adhere to the following Special Provisions:

##### 5.1. Compliance with Laws, Codes, Ordinances, and Regulations

The Contractor shall perform the required services in compliance with all applicable Federal, State, and Local laws, codes, ordinances, and regulations, except as modified by any waivers. The Contractor shall prepare construction documents required for approval by all governmental agencies having jurisdiction over the project. The Contractor shall make changes in the design documents necessary to obtain governmental approval without additional compensation or reimbursement, except when, during the development of designs but prior to a construction permit being acquired, revisions are made to applicable codes or regulations that required changes to design work already completed by the Contractor. The Contractor, however, is obligated to notify PRDOH of any significant code or regulatory change affecting the work within thirty (30) days of the change occurrence, and such notification shall be required in order for the Contractor to

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be entitled to any additional compensation or reimbursement. Said additional compensation must be formalized between the parties.

**5.2. Constraints of Project Funding Limitations**

The Contractor shall perform the design services required under the Contract in such a manner as to cause an award of a construction contract that does not exceed the budgeted construction cost established by the PRDOH for projects. This fixed limit shall be known as the Maximum Construction Contract Cost. The amount may be modified by PRDOH when deemed in the best interest of the project's implementation and the Programs.

**5.3. Accuracy of Cost Estimates**

Cost Estimates prepared by the Contractor will be used by PRDOH as its Independent Cost Estimate (**ICE**) for the procurement projects' construction activities. It is of the utmost importance that the Contractor provides complete and accurate cost estimates of the construction activities for the project.

The Contractors are responsible for preparing the ICE with sufficient detail and descriptive information that allows the PRDOH to adequately evaluate the economic proposals received for the construction of the projects. Documentation must be present the considerations and assumptions related to cost elements that have a risk that could potentially increase the total construction cost significantly, this includes material availability, labor cost or site conditions. The Contractor and PRDOH will agree to a standard format for cost estimates during the provision of services.

Therefore, whenever bids received, as a result of procurement processes, are substantially higher than the Contractor's Construction Cost Estimates, the Contractor must analyze its cost estimate and the bid construction costs received by PRDOH and present a justified determination on either:

- + The cost estimate presented to PRDOH being flawed, thereby triggering redesigns, rebids, and other services necessary to cause an award of a construction contract within the allocated project budgets, without additional compensation or reimbursement from PRDOH to the Contractor; or
- + The construction bids received being of unreasonably high costs due to market volatility, speculation, or any other factor that may influence the costs presented by prospective construction contractors. Under this situation the Contractor may be entitled to additional compensation of the PRDOH determines to further pursue the award of a construction contract for the Project.

**END OF SCOPE OF SERVICES**

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**ATTACHMENT C**  
**COMPENSATION SCHEDULE**  
**Integra Design Group, PSC**  
**Architectural, Engineering, and Management Services**  
**Request for Proposals No. CDBG-DRMIT-RFP-2022-01**

The following sections contain cost information that considers the hours worked and hourly rates for each staff, task, or unit completed by the Architectural, Engineering, and Management firms through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DRMIT-RFP-2022-01.

The Procurement Division recommends allocating Integra Design Group, PSC (**Integra**) to SIH-MIT Program. In case of a discrepancy between the Price Form and the Compensation Schedule, the Price Form will prevail.

**Table 1** presents a summary of the rates presented by Integra.

**Table 1: Integra Rates for SIH-MIT Program**

ID Task	Quantity [ A ]	Units [ B ]	Unit Cost <sup>(1)</sup> [ C ]	Total Cost [ D = A x C ]
<b>A</b> 3.1: Program Management	1	Lump Sum	\$7,192,800.00	\$7,192,800.00
<b>B</b> 3.2.1: Project Concept Planning and Feasibility Analysis	40	Projects	\$35,000.00	\$1,400,000.00
<b>C</b> 3.2.2: Preliminary Design	40	Projects	\$35,000.00	\$1,400,000.00
<b>D</b> 3.2.3: Working Drawings and Specifications	40	Projects	\$75,000.00	\$3,000,000.00
<b>E</b> 3.2.4: Services During the Procurement Phase	40	Projects	\$10,000.00	\$400,000.00
<b>F</b> 3.2.5: Services During the Construction Phase	40	Projects	\$35,000.00	\$1,400,000.00
<b>G</b> 3.3: Environmental	40	Projects	\$3,500.00	\$140,000
<b>H</b> 3.4: Additional Services Allowance	1	Allowance	\$2,600,000.00	\$2,600,000.00
<b>I</b> 3.5: Reimbursable Expenses	1	Allowance	\$529,000.00	\$529,000.00
<b>J Total Proposal Cost for SIH-MIT Program <sup>(2)</sup></b>				<b>\$18,061,800.00</b>

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

1. **Unit Costs** to be used for the purpose of calculating the Total Proposal Costs for SIH-MIT Program are as follows:
  - a. For **Task 3.1: Project Management** the Proposer will use the proposed cost in the SIH-MIT Program Positions Total Cost (Column [C] of Row [F] from Table 01) in the Task 3.1: Project Management Proposal Table.
  - b. For **Task 3.2: Design Services** (including **Subtasks 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5**) the Proposer will use the proposed costs that correspond to a Category 2 Project with a Construction Cost Range of \$1.5M to \$2M in the Task 3.2: Design Services Proposal Table (Table 02).
  - c. For **Task 3.3: Environmental** the Proposer will use the proposed cost of a Non-Residential Environmental Assessment (Row [D] from Table 03) in the Task 3.3: Environmental Proposal Table.
2. **Total Proposal Cost for SIH-MIT Program** represents the total proposed cost for Architectural, Engineering, and Management Services under the SIH-MIT Program if the Proposer is awarded a contract by PRDOH; assuming forty (40) Category 2 Projects with a construction cost range between \$1.5M and 2M and that all environmental reviews will have a Non-Residential Environmental Assessment Level of Review. The actual costs to be paid to the Contractor for design and environmental services in each project will be established based on Project Category, Construction Cost Range, and Level of Environmental Review of the specific project.

### Program Management Task

**Table 2** shows the Program Management Task estimated quantity of hours, rate per hour, and estimated cost per position for the term of thirty-six (36) months.

**Table 2: Program Management**

Position	Estimated Quantity of Hours <sup>(1)</sup>	Rate Per Hour <sup>(2)</sup>	Estimated Total Cost Per Position <sup>(3)</sup>
	[ A ]	[ B ]	[ C = A x B ]
<b>Program Management Task of the SIH-MIT Program</b>			
Program Manager	6,480	\$160.00	\$1,036,800.00
Design and Permitting Coordinator	6,480	\$125.00	\$810,000.00
Project Coordinator	32,400	\$80.00	\$2,592,000.00
Project Control	19,440	\$75.00	\$1,458,000.00
Scheduler	16,200	\$80.00	\$1,296,000.00
<b>SIH-MIT Program Positions Total Cost <sup>(4)</sup></b>			<b>\$7,192,800.00</b>

### Notes on Project Management Task

- (1) **Estimated Quantity of Hours** represents the expected level of effort in hours for each of the positions for the initial three (3) year contract term. Should not be interpreted as a cap on the allowed level of effort per position. Cost caps are established in Notes 4 below.
- (2) **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- (3) **Estimated Total Cost Per Position** represents the estimated cost of positions based on the **Estimated Quantity of Hours** and **Rate Per Hour** proposed. Should not be interpreted as a cap on the allowed billing per position. Cost caps are established in Notes 4 and 5 below.
- (4) **MIT Program Positions Total Cost** represents the maximum amount that the Contractor is allowed to invoice for the positions of Program Manager, Design and Permitting Coordinator, Project Coordinator, Project Controls, and Scheduler under the Project Management Task for the SIH-MIT Program. An individual position may invoice for an amount greater than that established in the Estimated Total Cost Per Position; but the total amount to be invoiced for the group of positions may not exceed the **SIH-MIT Program Positions Total Cost**.

### Design Services Task

**Table 3** shows the Design Services Task estimated cost per project.

**Table 3: Design Services**

Subtask	Project Construction Cost Range <sup>(1)(2)(3)(4)</sup>					
	\$0 - \$500k	\$500k - \$1M	\$1M - \$1.5M	\$1.5M - \$2M	\$2M - \$2.5M	\$2.5M - \$3M
3.2.1: Project Concept Planning and Feasibility Analysis	\$15,500.00	\$20,500.00	\$30,000.00	\$35,000.00	\$42,000.00	\$47,000.00
3.2.2: Preliminary Design	\$10,000.00	\$18,000.00	\$25,000.00	\$35,000.00	\$40,000.00	\$50,000.00
3.2.3: Working Drawings and Specifications	\$22,000.00	\$50,000.00	\$58,000.00	\$75,000.00	\$100,000.00	\$128,000.00
3.2.4: Services During the Procurement Phase	\$10,000.00	\$10,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$15,000.00
3.2.5: Services During the Construction Phase	\$12,000.00	\$20,000.00	\$25,000.00	\$35,000.00	\$45,000.00	\$50,000.00

### Notes on Design Services

- (1) **Project Construction Cost Range** represents the cost range under which projects funded through the SIH-MIT is expected to fall.
- (2) All costs to be proposed for design services shall be under the assumption of a Project Category 2 as set forth in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the College of Engineers and Land Surveyors of Puerto Rico (**CIAPR**).
- (3) The Contractor will be compensated for each project's design services based on the actual construction cost and under which Project Construction Cost Range such actual construction costs fall. The Contractor's compensation for each project's design will also be dependent on the actual Project Category as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR. To establish compensation for Project Categories 1, 3, 4, and 5 the following will apply:
- a. For Project Category 1 the proposed costs of the Contractor will be multiplied by a factor of 0.8 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - b. For Project Category 3 the proposed costs of the Contractor will be multiplied by a factor of 1.10 8 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - c. For Project Category 4 the proposed costs of the Contractor will be multiplied by a factor of 1.20 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - d. For Project Category 5 the proposed costs of the Contractor will be multiplied by a factor of 1.30 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
- (4) Design services costs include all tasks and services associated with each subtask, including costs associated to Subtask 3.2.6: Permitting, as included in the Scope of Work. The cost must include all expenses, including incidental, taxes, profit, as well as any other administrative costs associated with the services. For the purpose of clarity, the cost of mandatory fees of the CIAPR, permit taxes (*aranceles*), and permit application fees, among other costs or fees established by law or regulation are not included as part of the Design Services. These costs will be reimbursed to the Contractor, at cost, through the allowance for Task 3.5: Reimbursable Expenses.

### Environmental Task

**Table 4** shows the Environmental Task estimated unit cost per project.

**Table 4: Environmental**

Level of Environmental Review	Assumptions	Proposed Unit Cost <sup>(1)</sup>
Exempt	None	\$950.00
Categorical Exclusion Not Subject to 58.5	None	\$1,750.00
Categorical Exclusion Subject to 58.5	Consultation with SHPO and related activities included. 8-Step Process Publication Costs not Included. NOI/RROF Publication Costs not Included. FONSI Publication Costs not included.	\$2,200.00
Non-Residential Environmental Assessment	Consultation with SHPO and related activities included. 8-Step Process Publication Costs not Included. NOI/RROF Publication Costs not Included. FONSI Publication Costs not included. Phase I ESA not included.	\$3,500.00
Residential Environmental Assessment	Consultation with SHPO and related activities included. 8-Step Process Publication Costs not Included. NOI/RROF Publication Costs not Included. FONSI Publication Costs not included. Includes a Phase I ESA and a Noise Study.	\$3,500.00

**Notes on Task 3.3: Environmental**

- (1) **Proposed Unit Cost** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- (2) The Contractor will be compensated for each project's environmental services based on the actual level of environmental review required for the project.
- (3) If additional environmental review services to those included in Task 3.3: Environmental become necessary for a specific project then such tasks will be compensated to the Contractor through Task 3.4: Additional Services.

**Additional Services (Allowance)**

**Table 5** shows the Additional Services for the SIH-MIT Program. Some projects may require additional services, surveys, studies, and tests for the Contractor to deliver a complete and thorough design. These are considered Additional Services by PRDOH. Estimated amounts of allowances for SIH-MIT Program is depicted in the table below.

**Table 5: Additional Services**

Additional Services Allowance	Allowance Amount
SIH-MIT Program	\$2,600,000.00

Whenever Additional Services are required, the Contractor shall develop an Additional Service Work Plan, including a justification of need for the service, the scope of work, the credentials of the staff to perform the services, a schedule, the costs, and a list of deliverables to be prepared. The Additional Service Work Plan shall be submitted by the Contractor to the PRDOH through a Request for Approval (RFA) for approval prior to the Contractor performing the services. PRDOH will evaluate each Additional Service for need and cost reasonableness and, if determined to be of need and in the best interest of the project, approve the performance of the services by the Contractor. No Additional Service shall be performed by the Contractor without the written approval of PRDOH.

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

**Reimbursable Expenses**

For the Contractor to adequately complete all tasks under the Scope of Services, there are certain costs established by law or regulation that must be paid. These costs include mandatory fees of the Puerto Rico College of Engineers and Land Surveyors (CIAPR for its Spanish acronym), permit taxes (aranceles), and permit application fees. These costs will be paid by the Contractor to the corresponding entities and presented for reimbursement to the PRDOH. The PRDOH will reimburse the direct costs incurred by the Contractor on the fees. Estimated amount of allowance for the SIH-MIT Program is depicted in the table below.

**Table 6: Reimbursable Expenses**

Reimbursable Expenses Allowance	Allowance Amount
SIH-MIT Program	\$529,000.00

**END OF COMPENSATION SCHEDULE.**

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ATTACHMENT D

PERFORMANCE REQUIREMENTS

ARCHITECTURAL, ENGINEERING AND MANAGEMENT SERVICES

SOCIAL INTEREST HOUSING MITIGATION PROGRAM - COMMUNITY RESILIENCE CENTERS SET-ASIDE

The Architectural, Engineering and Management Services (A,E&M) firm shall provide services in accordance with the Scope of Services (Attachment B) of this contract.

TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
Project Concept Planning and Feasibility Analysis	Studies shall be prepared by the Contractor to determine in a schematic way, the nature and purpose of the project, its size, and the relationship of project components and the suitability of the site. The Contractor shall prepare a schematic opinion of probable cost of construction.	Deliverables submitted within ninety (90) calendar days of project assignment.	Report containing the following: <ul style="list-style-type: none"><li>• Project Description (including existing conditions)</li><li>• Location Plan and Aerial Photo</li><li>• Include the project owner's/sponsor's needs assessment as per submitted application</li><li>• The designer's needs assessment, including:<ul style="list-style-type: none"><li>◦ Architectural</li><li>◦ Structural Evaluation</li><li>◦ Electrical Evaluation</li><li>◦ Mechanical Evaluation</li><li>◦ Plumbing Evaluation</li><li>◦ Civil Evaluation</li><li>◦ Green Building Standard Evaluation</li><li>◦ Accessibility Evaluation</li></ul></li><li>• Project specific analysis of codes, ordinances, and regulations</li><li>• Field inspection reports</li><li>• Toxic Material Assessment (Lead and Asbestos, among others)</li></ul>

TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
			<ul style="list-style-type: none"><li>Findings and Recommendations for Risk Mitigation</li><li>Recommended Plan of Improvements</li><li>Schematic Drawings of Planned Improvements</li><li>Permit Work Plan</li><li>List of Required Additional Services (studies) needed for the design of the project</li><li>Schematic construction cost estimate signed and sealed by the professional engineer or architect that prepared the estimate.</li><li>A recommendation on whether the project is feasible as conceptualized with CRC Set-Aside, SIH, and SIH-MIT Programs' budgets, timelines, and eligible activities.</li><li>Documentation of meeting with project owner/sponsor, residents, users of the facility and other interested parties, documenting their needs and requests as to the proposed improvements of the project (including meeting minutes and list of attendees).</li><li>Environmental Review Considerations</li></ul>
Preliminary Design	<p>After proposed project scheme is approved, the preparation of the preliminary drawings of the project shall start. Drawings, at small scale, must show the location of the project on the site, the general disposition of the principal features, and equipment. At this stage the Contractor should determine any limitations of the site considering applicable laws and regulations.</p> <p>Drawings shall include necessary plan, elevations, and sections to illustrate the project basic particulars including space provision and system layout for data, electrical, and mechanical equipment. Outline specifications shall have special features or equipment required for the project.</p> <p>Level of Environmental Review Determination (LOERD) shall be submitted with this delivery.</p>	As agreed between the PRDOH and the Contractor for each specific project.	<ul style="list-style-type: none"><li>Preliminary drawings set with plan, elevations, and sections of the site and character of the project in all its essential basic particulars including space provision and system layout for data, electrical, and mechanical equipment.</li><li>Outline specifications including necessary special features or equipment required for the project.</li><li>Preliminary construction cost opinion.</li><li>Documentation regarding the Level of Environmental Review Determination.</li><li>Documentation to determine requirements for possible property acquisition for the development of the project, as applicable.</li></ul>

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TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
<b>Construction Drawings and Specifications</b>	Construction Drawings and Specifications shall give explicit information in terms of dimensions, when required. Schedule of interior finishes shall accompany the construction drawings and mark the location of the respective kinds of materials as specified. The specifications shall give information regarding the kind and use of materials and/or equipment.	As agreed between the PRDOH and the Contractor for each specific project.	Construction Drawings including: <ul style="list-style-type: none"> <li>• Site Plans</li> <li>• Building Plans</li> <li>• Specifications</li> <li>• General Conditions and Special Conditions</li> <li>• Construction Opinion of Cost</li> <li>• Descriptions of each division of the work describing the materials, their quantity, and the manner of assembling them, if required.</li> </ul>
<b>Services During the Procurement Process</b>	Prepare procurement package documents. Assist PRDOH during the procurement process by assisting during pre-bid meetings and issuing necessary addenda to clarify proposer's inquiries. Provide Technical Assistance to the PRDOH and the project owner/sponsor in the evaluation phase of the procurement process, if necessary.	Complete procurement packages submitted to PRDOH to initiate the procurement process <b>within fifteen (15) days</b> of completing the Working Drawings and Specifications phase.	Prepare procurement package documents, including, but not limited to, <ul style="list-style-type: none"> <li>• Instructions to the bidders</li> <li>• Scopes of work,</li> <li>• Bid form</li> <li>• Other required bid documents, such as answers to bidders' questions or addenda documentation preparation</li> </ul>
<b>Services During the Construction Phase</b>	Services involve consulting with, and advising, the PRDOH and the project owner/sponsor during construction as the client representative. This service is limited to determining in general terms if the construction is proceeding according to the contract documents. Also, assist the client/project owner during the project closeout phase, including but not limited to, the review of Closeout Binder, and operations and maintenance trainings.	As agreed between the PRDOH and the Contractor for each specific project.	<ul style="list-style-type: none"> <li>• Report on the progress and the quality of the executed work, <b>on monthly basis</b> as a minimum, or as required by the project's needs.</li> <li>• Preparing sketches to resolve problems due to actual field conditions encountered.</li> <li>• Making final observation and reporting on completion of the project, including recommendations concerning final payments to contractors and release of retainage percentages.</li> <li>• Evaluation and recommendation of change orders requests from construction contractor.</li> <li>• Review Final as-built drawings set.</li> </ul>

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TASKS	DESCRIPTION	TIMEFRAME DATES	DELIVERABLES
			<ul style="list-style-type: none"><li>• Prepare record drawings.</li><li>• Construction project site visits and meetings, after coordinated with the PRDOH.</li></ul>
Permitting	The Contractor shall identify and obtain all permits and endorsements required for the execution of the projects assigned under the Contract.	As agreed between the PRDOH and the Contractor for each specific project.	<ul style="list-style-type: none"><li>• Communications with regulatory agencies regarding permits and endorsements.</li><li>• Permits and endorsements.</li><li>• Reporting on permitting process progress status.</li></ul>
Environmental Review	Obtain environmental clearance through an Environmental Review (as required by 24 CFR Part 58) of the proposed activities for the project.	As agreed between the PRDOH and the Contractor for each specific project.	<ul style="list-style-type: none"><li>• All required documentation to accomplish the Environmental Review process.</li><li>• Prepare draft notices as required by the LOERD and following PRDOH's procedures.</li></ul>

The A,E&M shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or Representative in connection to the above timelines and performance goals. The A,E&M shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserve the rights to request any information to the Contractor as part of the Grantee responsibilities.

END OF DOCUMENT.



**INSURANCE REQUIREMENTS**  
**Architectural, Engineering, and Management Services**  
**City Revitalization Program - Community Resilience Centers Set-Aside**  
**Social Interest Housing Program**  
**Social Interest Housing Mitigation Program**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

**SPECIAL INSURANCE SPECIFICATIONS**  
**Request for Proposals CDBG-DRMIT-RFP-2022-01 For Professional Services**

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

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

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

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

COVERAGE	LIMIT
<b>I. Commercial General Liability:</b>	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$500,000 (Any one Fire)
• Medical Expense	\$20,000 (Any one person)
<b>II. Employer's Liability Stop Gap:</b>	
• Bodily Injury by Accident	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000
• Bodily Injury by Disease	\$2,000,000
• Each Employee	\$2,000,000
• Each Accident	\$2,000,000

**INSURANCE REQUIREMENTS**  
**Architectural, Engineering, and Management Services**  
**City Revitalization Program - Community Resilience Centers Set-Aside**  
**Social Interest Housing Program**  
**Social Interest Housing Mitigation Program**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

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

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

4. (X) **Professional Liability for Engineer, Architect and Contractors with Pollution Liability, Environmental Manager Scientist, Architectural Historian, Archeologist, Junior Environmental Scientist, GIS Specialist and or Errors & Omissions**

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

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

(X) A. 2 Limits:

(X) each occurrence	\$5,000,000
(X) Aggregate	\$5,000,000
(X) Deductible	\$ 20,000

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

5. (X) **Umbrella**

Limit - \$10,000,000

6. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Puerto Rico Department of Housing**

**INSURANCE REQUIREMENTS**  
**Architectural, Engineering, and Management Services**  
**City Revitalization Program - Community Resilience Centers Set-Aside**  
**Social Interest Housing Program**  
**Social Interest Housing Mitigation Program**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

*(\*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.*

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

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

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

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

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according by the "Best Rating Guide".
3. Submit to the **\*PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the **\*PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

**INSURANCE REQUIREMENTS**  
**Architectural, Engineering, and Management Services**  
**City Revitalization Program - Community Resilience Centers Set-Aside**  
**Social Interest Housing Program**  
**Social Interest Housing Mitigation Program**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

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7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
  8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the **\*PRDOH**.
  9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
  10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the **\*PRDOH** under the Secretary for Legal Affairs.

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

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

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

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



**INSURANCE REQUIREMENTS**  
**Architectural, Engineering, and Management Services**  
**City Revitalization Program - Community Resilience Centers Set-Aside**  
**Social Interest Housing Program**  
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**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

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

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

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

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

**E. CERTIFICATE OF CONTRACT DIVISION**

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

**DESCRIPTION OF THE SERVICES:**

**Professional Services**  
**Architectural, Engineering, and Management Services**

**May 24, 2022**  
**Amended 12-08-2022**

*Sonia Damaris Rodriguez*  
**Sonia Damaris Rodríguez**  
**Insurance Specialist**  
**CDBG-DR Program**



## ATTACHMENT F

### HUD GENERAL PROVISIONS

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

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

**3. BREACH OF CONTRACT TERMS**

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

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**4. REPORTING REQUIREMENTS**

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

**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;

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

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

#### **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

#### **9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

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

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

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

**12. AGE DISCRIMINATION ACT OF 1975**

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

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**14. CONFLICTS OF INTEREST**

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

## 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

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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.

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**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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. §§ 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

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

## **21. TERMINATION FOR CAUSE**

### **(Applicable to contracts exceeding \$10,000)**

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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:



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- (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.

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- 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.
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#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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.

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

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

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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)**

**CLEAN AIR ACT**

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

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

#### **WATER POLLUTION CONTROL ACT**

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

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

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

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

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

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

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

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

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

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

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**28. BONDING REQUIREMENTS**

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

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

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

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

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

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

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

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- 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.

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**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 76-252, as amended.

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

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

**33. HEALTH AND SAFETY STANDARDS**

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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.

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**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**

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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 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

#### **43. FLOOD DISASTER PROTECTION ACT OF 1973**

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

#### **44. LEAD BASED PAINT**

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

#### **45. VALUE ENGINEERING**

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

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

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## Appendix C

### Contractor Certification Requirement

#### Architectural, Engineering, and Management Services

The following is hereby certified to the Oversight Board regarding the request for authorization for an **Architectural, Engineering, and Management Services** contract by and between the **Puerto Rico Department of Housing** and **Integra Design Group, PSC**:

1. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

SUBCONTRACTOR	PRINCIPALS OR OWNERS	ROLE	ESTIMATED SUBCONTRACT AMOUNT
Architectural Studio, PSC	Benda García Sosa, Arch.	Architectural design and consulting services	\$600,000.00
Heinsen Global Engineering, PSC	Alan Heinsen Sotelo, PE	Forensic and Structural Consultant	\$125,000.00
Campodata, INC	Jaime Rodríguez Pablo Lopez	Information and data management consulting services	\$80,000.00
Design and Field LLC	Hector Rodríguez Echevarria, PE	Permit procurement services	\$80,000.00
JLMS Consulting Engineers, PSC	José Luis Marrero Sicardo, PE	Mechanical Engineering Consultant	\$200,000.00
Juan R. Requena & Asociados Ingenieros, PSC	Carlos Requena, PE Alfonso Lázaro, PE Arnaldo Calzada, PE	Electrical Engineering Consultant	\$150,000.00
MG Perez Rosado & Asocialdos	Mildred Gisela Pérez, PE	Electrical Engineering Consultant	\$80,000.00

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

MGV Geotechnical Group, PSC	Marcus García, PE	Geotechnical Engineering Consultant	\$175,000.00
Jaca & Sierra Engineering, PSC	Luis Sierra Pérez Rommel Cintrón Aponte Manuel Candelaria Cosme	Geotechnical Engineering Consultant	\$225,000.00
FS Surveying LLC	Fernando Santiago Nivea M. Jiménez	Topographic and surveying services	\$100,000.00
Alex Hornedo Robles & Assoc., PSC	Alex Hornedo, PLS, PE	Topographic and surveying services	\$60,000.00
Capta, PSC	Jorge C. Díaz, PLS	Topographic and surveying services	\$75,000.00
Nortol Environmental & Occupational Safety Inc.	Norma Torres Lebrón	Hazardous Material Consultants	\$95,000.00

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

**Not Applicable**

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

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in

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

connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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

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

[The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:]

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

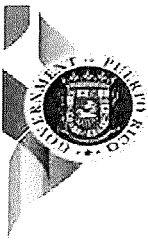
By: Carlos I. Báez Dotel  
President-Partner in Charge

Date: November 21, 2022

Signature: 

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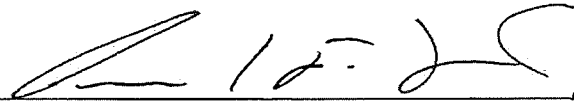


**ATTACHMENT H**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**INTEGRA DESIGN GROUP, PSC**

The CONTRACTOR certifies that:

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

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

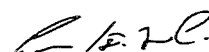
  
\_\_\_\_\_  
Signature

1/30/2023  
\_\_\_\_\_  
Date

Carlos Báez Dotel  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Position

William O. Rodríguez Rodríguez  
\_\_\_\_\_  
William O. Rodríguez Rodríguez (Feb 6, 2023 18:51 AST)






# Integra Design Group, PSC Agreement Part 1 of 2


Final Audit Report


2023-02-06


Created:	2023-02-02
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkOz7VPL0jox4DmXy5qwGf6dAL6-h9JeG


## "Integra Design Group, PSC Agreement Part 1 of 2" History


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2023-02-02 - 5:27:30 PM GMT


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 Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-02-06 - 10:49:40 PM GMT

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Signature Date: 2023-02-06 - 10:49:42 PM GMT - Time Source: server

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**Adobe Acrobat Sign**


# Integra Design Group, PSC Agreement Part 2 of 2


Final Audit Report


2023-02-06


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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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2023-02-06 - 10:51:06 PM GMT

 Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2023-02-06 - 10:51:08 PM GMT - Time Source: server

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