



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

**AMENDMENT C TO AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS**

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
THOMPSON CONSTRUCTION GROUP, INC.**

Contract No. 2020-DR0028

As amended by Contract No. 2020-DR0028A

As amended by Contract No. 2020-DR0028B



THIS AMENDMENT C TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS, (hereinafter referred to as the "**Amendment**") is entered into in San Juan, Puerto Rico, this 15 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **THOMPSON CONSTRUCTION GROUP, INC.** (hereinafter, the "**CONTRACTOR**"), with principal offices in 100 N. Main Street, Sumter, South Carolina, 29150, herein represented by Christopher Curtis Hutto, in his capacity as an CFO, of legal age, married, and resident of South Carolina, duly authorized by Resolution by the **CONTRACTOR** (collectively, **the Parties**).

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 13, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0028, for the performance of Home Repair, Reconstruction, or Relocation Program Construction Managers in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable construction management services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FIFTY MILLION DOLLARS (\$50,000,000.00)**; to the Contractor from **ACCOUNT NUMBER R01H07RRR-DOH-LM 6090-01-000**.

WHEREAS, on May 27, 2021, the Agreement was amended through Amendment A, registered as Contract Number 2020-DR0028A, to increase the total amount by **THIRTY MILLION DOLLARS (\$30,000,000.00)** for an adjusted amount of **EIGHTY MILLION DOLLARS (\$80,000,000.00)**. The term of the Agreement was not modified in Amendment A.

WHEREAS, on September 17, 2022, the Agreement was amended through Amendment B, registered as Contract Number 2020-DR0028B, to increase the total amount by **ONE HUNDRED MILLION DOLLARS (\$100,000,000.00)** for an adjusted amount of **ONE HUNDRED EIGHTY MILLION DOLLARS (\$180,000,000.00)**. The term of the Agreement was not modified in Amendment B.

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Contract for an additional **twenty-four (24) months**, to November 11, 2024. The total amount of the Agreement is not modified in Amendment C.

WHEREAS, this Amendment C is not intended to affect nor does it constitute an extinguishing novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment C.

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

II. SCOPE OF AMENDMENT

The Parties acknowledge that this Amendment C entails a modification of the period of performance and end date of the Agreement. The Parties agree to an extension of the Agreement's term for an additional **twenty-four (24) months**.

III. AMENDMENT:

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A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment I (Contractor Certification)**. (See Attachment I of this Amendment C).

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B. The Parties agree to amend **Article II. TERM OF AGREEMENT**, paragraph A, with the following:

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Agreement was for a performance period of thirty-six (36) months, ending on November, 12, 2022. The Parties hereby agree to extend the period of performance for an additional period of performance of **twenty-four (24) months**, ending on November 11, 2024.

C. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENTS**, to add the following:

L. The PRDOH reserves the right to add, remove or modify costs included or excluded from Hard Costs as listed in the exhibit O-2 of this contract to address unforeseen conditions and changing program needs. Modification of these costs will require acceptance by all parties.

D. The costs recently published in the Exhibit O for the CDBG-DR-RFP-2022-01, for the Construction Works (**Hard Costs**) section contains additional line items of construction works not found in Xactware's Pricing List, needs to be implemented in all current Construction Management Services contracts, to align the costs to current industry pricing. There for the Parties agree to modified Attachment D (**Compensation Schedule**) of the Agreement to replace Exhibit O-1 (**Program Unit Price List**) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment II** of this Amendment C).

E. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (**UEI**). Accordingly, the Parties agree to replace the DUNS Numbers with the following Unique Entity Identifier:

PUERTO RICO DEPARTMENT OF HOUSING
Unique Entity ID: **FFNMUBT6WCM1**

THOMPSON CONSTRUCTION GROUP, INC.
Unique Entity ID: **N7QPUGCE56B6**

IV. HEADINGS

The titles to the paragraphs of this Amendment 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 Amendment.

V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

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VI. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

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VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended.

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

IX. SEVERABILITY

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

X. COUNTERPARTS

This Amendment 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 Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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

PUERTO RICO DEPARTMENT OF HOUSING

**THOMPSON CONSTRUCTION GROUP,
INC.**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jun 15, 2022 12:12 EDT)

C. Curtis Hutto
C. Curtis Hutto (Jun 15, 2022 08:05 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Christopher Curtis Hutto
CFO

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

Thompson Construction Group Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Construction Management Services** contract by and between the **Puerto Rico Department of Housing** and **Thompson Construction Group Inc.:**

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

Please refer to attached Exhibit A for the list of subcontractors and principals related to Thompson Construction Group.

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

Not applicable. No exceptions taken.

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges, or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit.
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, 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.
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

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

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

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contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this **16th day of March of 2022.**

Carlos Leal

Signature

03/16/2022

Date

Carlos F Leal

Printed Name

Senior Program
Manager

Position

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EXHIBIT A

Subcontractor	Principals & % Ownership	Performance	Repairs Contract Average	Reconstruction Contract Average	Total Contracted
PG Engineering Management	Miguel A Portilla (60%) Omar Guzmán (40%)	Repairs & Reconstructions	\$32,904.44	\$200,849.33	\$3,605,019.86
Prosrite Builders, LLC	Alberto Dapena (100%)	Repairs & Reconstructions	\$28,591.10	\$160,739.24	\$2,071,826.41
Santiago Electric & General Contractor	Fernando Santiago (100%)	Repairs Only	\$30,413.24	0	\$2,828,431.55
WG Pitts Caribbean	William G. Pitts (100%)	Repairs & Reconstructions	\$23,852.60	0	\$119,262.98
Enka General Corp	Henry Medina (100%)	Repairs & Reconstructions	\$16,057.83	\$16,057.83	\$16,057.83
Titan Development	Danny Vazquez (100%)	Repairs & Reconstructions	\$23,057.53	\$184,509.41	\$530,421.54
T&O Project Management	Wilfredo Torres (100%)	Repairs & Reconstructions	0	\$186,153.42	\$372,306.84
United Retail Contractors	Omar Figueroa (34%) Teodores Jaeger (33%) Angel Vázquez (33%)	Repairs & Reconstructions	0	\$168,471.79	\$673,887.16
LCSW LLC	Veronica Rivera (100%)	Repairs Only	\$40,048.75	\$177,874.93	\$1,169,715.93
ARF & Associates Corp	Eliezer Sosa (100%)	Repairs Only	\$50,733.38	0	\$50,733.38
FS Surveying, LLC	Fernando Santiago (100%)	Surveying & Land Measuring Works	0	\$938.00	\$240,101.00
GEO Engineering, LLC	Carlos E. Rodríguez (100%)	Geotechnical Works	0	\$2,150.00	\$524,464.75
Infrabuilders, Inc	Carlos Piñero (50%) Carlos Navarro (50%)	Repairs & Reconstructions	0	\$197,784.67	\$791,138.66

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Integrity Response, Inc	Rip Pratt (20%) Jim McGee (80%)	Repairs & Reconstructions	0	\$185,546.82	\$8,906,247.14
JRG Contractors, Corp	Jorge Rivera (100%)	Repairs Only	TBA	TBA	TBA
Master Management & Consultants	Jose Lugo (100%)	Repairs Only	\$21,417.87	0	\$21,417.87
Sanlo Multiservices, Inc	Franchesca López (51%) Jose Carlos Santiago (49%)	Repairs Only	\$38,416.89	0	\$153,667.54
Torres & Colon	Cristobal Torres (50%) Maria M. Colón (50%)	Repairs & Reconstructions	\$19,452.17	0	\$38,904.34
Vazquez & Avilés Construction Group	Neftalí Vázquez (50%) Juan Aviles (50%)	Repairs & Reconstructions	TBA	TBA	TBA
VIP Multiservices Contractor, LLC	Juan C Fernández (50%) Roberto Velazquez (50%)	Repairs & Reconstructions	TBA	TBA	TBA
New Eco Construction Corp	Jorge Tamayo (50%) Fernando Tamayo (50%)	Repairs Only	TBA	TBA	TBA
CF Breeze Recovery, LLC	Lisa Fouquet (100%)	Repairs & Reconstructions	\$54,068.89	\$192,275.89	\$444,275.50
Lemartec PR Corporation	Owned by Mastech Corp.	Reconstructions	0	\$185,721.30	\$1,485,770.39
Pipe's General Contractor	Luis Ortiz (100%)	Reconstructions	0	\$204,063.79	\$1,632,510.33
Up to the Top	José Vazquez (100%)	Reconstructions	0	\$184,313.18	\$2,396,071.34
Tycon Construction, LLC	Tomas Yarbrough (100%)	Reconstructions	0	\$147,236.07	\$588,944.29
Reva Construction Corp	Efraín Reyes (50%) Ramón A. Vargas (50%)	Reconstruction	0	\$205,656.24	\$822,624.97
Bejuco Transport	Daisy X. Torres Santiago (100%)	Reconstruction	0	\$174,892.67	\$699,570.70
JR Ramos	José R. Ramos Torres (50%) Awilda Ortiz Ramos (50%)	Reconstructions	0	\$185,689.85	\$928,449.24

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Brazos Urethane PR, LLC	Howard W. Scottins (100%)	Repairs	\$44,245.33	0	\$88,490.67
CPF Construction, LLC	Harold H. Waynick (100%)	Reconstruction	0	\$193,237.93	\$5,410,662.03
RJS Homes PR, LLC	Louis Stutes (100%)	Repairs & Reconstructions		\$198,413.55	\$1,984,135.51
Engitech, LLC	Pedro Trinidad (100%)	Repairs & Reconstructions	\$21,420.37	0	\$171,362.94
Imperial Construction, Inc	Michael Hernández (100%)	Repairs	TBA	TBA	TBA
E&M Brothers Construction, LLC	José Molina (100%)	Repairs and Reconstructions	TBA	TBA	TBA
JPB Construction Inc.	José Pérez (100%)	Repairs and Reconstructions	\$36,720.50	\$160,941.39	\$519,544.67
Sanlo Multiservice, Inc	Jose Santiago (100%)	Repairs	\$32,375.22	0	\$129,500.89

TBA: Contractor is New and Pending its first Assignment

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Attachment II of Amendment C

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Attachment II

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Aplicabilidad

El proyecto o programa al que pertenece la obra de construcción objeto de este contrato recibe la asistencia de los Estados Unidos de América y las siguientes Disposiciones Federales sobre Normas Laborales se incluyen en este contrato, de conformidad con las disposiciones que correspondan para dicha asistencia federal.

A. 1. (i) Salarios mínimos. Todos los obreros y mecánicos empleados o que trabajen en el sitio de la obra recibirán un pago incondicional y no menos de una vez por semana, y sin una deducción o reembolso posteriores de o a cuenta alguna (excepto las deducciones de nómina permitidas por normatividad que dicte el Secretario del Trabajo con apego a la ley Copeland [Parte 3 del 29 del Código de Regulaciones Federales o CFR, por sus siglas en inglés]), el monto total de los salarios y prestaciones laborales marginales (o sus equivalentes en efectivo) adeudados al momento del pago, calculados a tasas no inferiores a las que figuran en la determinación salarial del Secretario de Trabajo que se adjunta e integra al presente, independientemente de cualquier relación contractual que pudiera presumirse que existe entre el contratista y tales obreros y mecánicos. Las contribuciones hechas o los costos razonablemente anticipados para las prestaciones laborales marginales conforme a la Sección I (b)(2) de la ley de Davis-Bacon en favor de los obreros o los mecánicos, se consideran como salarios pagados a tales trabajadores o mecánicos, con apego a las disposiciones de la sección 5.5(a)(1)(iv) del 29 del CFR; además, las contribuciones corrientes hechas o los costos incurridos por más de un período semanal (pero no con menos frecuencia que trimestralmente)

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A tales obreros y mecánicos se les pagarán la tasa salarial y las prestaciones laborales marginales de la determinación salarial para la clasificación del trabajo de hecho realizado, independientemente de la destreza, excepto según lo dispuesto en la 5.5(a)(4) del 29 del CFR. Los obreros o mecánicos que realicen trabajo que corresponda a más de una clasificación pueden compensarse a la tasa especificada para cada clasificación por el tiempo de hecho trabajado en ellas: siempre y cuando los registros de nómina del empleador establezcan con precisión el tiempo dedicado a cada clasificación en la que el trabajo se realiza. En todo momento, el contratista y sus subcontratistas mantendrán colocada la determinación salarial (incluyendo cualquier clasificación y tasa salarial adicionales conformadas al amparo de la sección 5.5(a)(1)(ii) del 29 del CFR y el cartel de la ley Davis-Bacon, WH-1321) en el sitio de la obra, en un lugar prominente y accesible donde los trabajadores puedan verlo con facilidad.

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(ii) (a) Toda clase de obreros o mecánicos que no esté indicada en la determinación salarial y que deba emplearse al amparo del contrato se clasificará de conformidad con la determinación salarial. El Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) aprobará una clasificación adicional, y la tasa salarial y las prestaciones laborales marginales de la misma, únicamente cuando se hayan satisfecho los siguientes criterios:

- (1) El trabajo a realizarse en virtud de la clasificación solicitada no se realiza en virtud de una clasificación de la determinación salarial; y
- (2) La industria de la construcción utiliza la clasificación en la zona; y
- (3) La tasa salarial propuesta, incluyendo toda prestación laboral marginal, tiene una relación razonable con las tasas salariales contenidas en la determinación salarial.
- (b) Si el contratista, los obreros y los mecánicos a emplearse dentro de la clasificación (si se conoce), o sus representantes, y el HUD o su delegado se ponen de acuerdo en cuanto a la clasificación y la tasa salarial (incluyendo el monto designado para prestaciones laborales marginales, cuando así corresponda), se enviará un informe sobre la medida tomada al HUD o a su delegado, a: Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada medida de clasificación adicional en un plazo de 30 días a partir de su recibo, y así se lo hará saber al HUD o a su delegado, o les notificará dentro de ese período de 30 días que necesita tiempo adicional (aprobado por la Oficina de Administración y Presupuesto, con el número de control 1215-0140).
- (c) En caso de que el contratista, los obreros o los mecánicos empleados dentro de la clasificación, o sus representantes, y el HUD o su delegado no se pongan de acuerdo en cuanto a la clasificación propuesta y la tasa salarial (incluyendo el monto designado para las prestaciones laborales marginales, cuando así corresponda), el HUD o su delegado remitirán al Administrador las preguntas, incluyendo su recomendación y las opiniones de todas las partes interesadas, para que tome una determinación. El Administrador, o un representante autorizado, dictará una determinación en un plazo de 30 días a partir de su recibo, y así se lo hará saber al HUD o a su delegado, o les notificará dentro de ese período de 30 días que necesita tiempo adicional (aprobado por la Oficina de Administración y Presupuesto, con el número de control 1215-0140).
- (d) La tasa salarial (incluyendo las prestaciones laborales marginales, cuando así corresponda) determinada de conformidad con los subincisos (1)(ii)(b) o (c) de este apartado, se pagará a todos los trabajadores que desempeñen un trabajo dentro de la clasificación que contemple este contrato, desde el primer día en el que se realicen trabajos dentro de la clasificación.
- (iii) Siempre que el salario mínimo prescrito en el contrato para una clase dada de obreros o mecánicos incluye una prestación laboral marginal que no se expresa en la forma de una tarifa por hora, el contratista pagará la prestación como se indica en la determinación salarial, o pagará otra prestación laboral marginal o su equivalente en efectivo por hora.
- (iv) Si no realiza pagos a un fideicomisario u otro tercero, el contratista puede considerar como parte del salario de cualquier obrero o mecánico el importe de todo costo que razonablemente se anticipe en la prestación de prestaciones laborales marginales al amparo de un plan o programa, siempre y cuando el Secretario del Trabajo haya

determinado, a solicitud por escrito del contratista, que se cumplió con las normas correspondiente de la ley Davis-Bacon. El Secretario del Trabajo puede exigir que el contratista reserve en una cuenta aparte, recursos para satisfacción de la obligaciones conforme al plan o programa (aprobado por la Oficina de Administración y Presupuesto, con el número de control 1215-0140).

2. Retención. El HUD o su delegado, a su propio recurso o al solicitarlo por escrito un representante autorizado del Departamento del Trabajo, retendrán o verán que se le retenga al contratista, con apego a este o a cualquier otro contrato federal que se tenga con el mismo contratista principal, o a cualquier otro contrato que reciba asistencia federal en virtud de los requisitos salariales de la ley Davis-Bacon imperantes y que tenga el mismo contratista principal, tanto de los pagos o adelantos acumulados como se considere necesario para pagar a los obreros y mecánicos (incluidos los aprendices, trabajadores en capacitación y ayudantes) empleados por el contratista o por cualquier subcontratista el importe total de los salarios que exija el contrato, en caso de que no pague a alguno de ellos que esté empleado o trabajando en el sitio de la obra, nada o parte de los salarios que exija el contrato. El HUD o su delegado pueden, tras dar aviso por escrito al contratista, promotor, solicitante o propietario, actuar del modo que pudiera ser necesario para suscitar la suspensión de cualquier otro pago, adelanto o promesa de fondos adicionales, hasta que cesen tales contravenciones. El HUD o su delegado pueden, tras dar aviso por escrito al contratista, desembolsar dichos montos retenidos por y a cuenta del contratista o subcontratista a los empleados respectivos a quienes se los adeudan. La Contraloría General hará tales desembolsos en el caso de los contratos directos de la ley Davis-Bacon.

CCH **3. (i) Nóminas y registros básicos.** Las nóminas y los registros básicos relacionados con ellas serán llevados por el contratista durante el transcurso de la obra y a conservarse por un período de tres años después para todos los obreros y mecánicos que trabajen en el sitio de la obra. Dichos registros contendrán el nombre, la dirección y el número **WORR** Seguro Social de cada trabajador tal, así como su clasificación correcta, salario pagado por hora (incluyendo las tasas de las contribuciones o costos anticipados para las prestaciones laborales marginales o sus equivalentes en efectivo, de los tipos descritos en la sección I(b)(2)(B) de la ley Davis-Bacon), el número diario y semanal de horas trabajadas, las deducciones hechas, y los salarios reales pagados. Siempre que el Secretario del Trabajo determine, conforme a la sección 5.5(a)(1)(iv) del 29 del CFR, que los salarios de un obrero o mecánico incluyen el monto de algún costo razonablemente anticipado en la prestación de prestaciones al amparo de un plan o programa que se describa en la Sección I(b)(2)(B) de la Ley Davis-Bacon, el contratista mantendrá registros que demuestren que la promesa de prestarlos es exigible, que el plan o programa es financieramente responsable, y que el plan o programase les ha comunicado por escrito a los obreros o mecánicos afectados, así como registros que indiquen los costos anticipados o el costo real incurrido en su prestación. Los contratistas que emplean aprendices o

trabajadores en capacitación al amparo de programas aprobados mantendrán pruebas escritas del registro de los programas para aprendices y la certificación de aquellos para trabajadores en capacitación, el registro de los aprendices y trabajadores en capacitación, y las proporciones y tasas salariales prescritas en los programas pertinentes (aprobado por la Oficina de Administración y Presupuesto, con los números de control 1215-0140 y 1215-0017).

(ii) (a) El contratista remitirá semanalmente, por cada semana en la que se realice algún trabajo del contrato, una copia de todas las nóminas al HUD, o a su delegado si la entidad es una de las partes del contrato; pero si no lo es, el contratista remitirá las nóminas al solicitante, promotor o propietario, según sea el caso, para su subsiguiente remisión al HUD o a su delegado. Las nóminas remitidas establecerán con precisión y a cabalidad toda la información que deba mantenerse conforme a la sección 5.5(a)(3)(i) del 29 del CFR, excepto que no se incluirán números de Seguro Social ni domicilios completos en las remisiones semanales. En cambio, las nóminas solo deberán incluir un número de identificación individual para cada empleado (por ejemplo, los últimos cuatro dígitos de su número de Seguro de Social). Los datos de nómina semanales necesarios pueden enviarse de cualquier forma que se desee. El formulario opcional WH-347 está disponible para este propósito en el sitio de internet de la Sección de Salarios y Horarios Laborales, en <http://www.dol.gov/esa/whd/forms/wh347instr.htm>, o en el sitio que le sigue. El contratista principal es responsable de presentar copias de las nóminas de todos los subcontratistas. Los contratistas y subcontratistas mantendrán el número de Seguro Social completo y la dirección actual de cada uno de los trabajadores contemplados, y deberán proporcionarlos al HUD o a su delegado cuando se le soliciten si la entidad es una de las partes del contrato, pero si no es una parte tal, el contratista remitirá las nóminas al solicitante, promotor o propietario, según sea el caso, para su remisión subsiguiente al HUD o su delegado, al contratista, o a la Sección de Salarios y Horarios Laborales del Departamento de Trabajo para fines de una investigación o auditoría sobre la observancia de los requisitos salariales vigentes. Que un contratista principal exija a un subcontratista que le proporcione las direcciones y números de Seguro Social para incluirlos en los registros propios, sin una remisión semanal al HUD o a su delegado, no constituye una contravención de este subinciso (aprobado por la Oficina de Administración y Presupuesto, con el número de control 1215-0149).

(b) Cada nómina remitida deberá ir acompañada de una "Declaración de Cumplimiento" firmada por el contratista o subcontratista (o su representante) que paga o supervisa el pago de las personas empleadas en virtud del contrato, y deberá certificar lo siguiente:

(1) que la nómina para el período de nómina contiene la información que debe proporcionarse conforme a la sección 5.5(a)(3)(ii) del 29 del CFR, que la información debida se mantiene conforme a la sección 5.5(a)(3)(i) del 29 del CFR, y que dicha información es correcta y completa;

(2) que a cada obrero o mecánico (incluyendo cada ayudante, aprendiz y trabajador en capacitación) empleados en el contrato durante el período de nómina se le ha pagado el salario semanal devengado completo, sin descuentos, ya sean directos o indirectos, y que no se ha realizado ninguna deducción directa ni indirecta de los salarios devengados completos, aparte de las permitidas según se establece en la Parte 3 del 29 del CFR; y

(3) que a cada obrero o mecánico se le ha pagado no menos de la tasa salarial y las prestaciones laborales marginales correspondientes, o su equivalente en efectivo para la clasificación que corresponde al trabajo realizado, como se especifica en la determinación salarial pertinente incorporada al contrato.

(c) La presentación semanal de una certificación debidamente firmada que se establece al reverso del formulario opcional WH-347 satisfará el requisito de remisión de la "Declaración de Cumplimiento" que exige el subinciso A.3.(ii)(b).

(d) La falsificación de cualquiera de las certificaciones anteriores puede hacer al contratista o subcontratista sujeto de un encausamiento civil o penal, conforme a la Sección 1001 del Título 18 y a la Sección 231 del Título 31 del Código de los Estados Unidos.

(iii) El contratista o el subcontratista pondrán los registros que exige el subinciso A.3.(i) a disposición de los representantes del HUD o de su delegado, o del Departamento del Trabajo, para su inspección, fotocopiado o transcripción, y permitirán que dichos representantes entrevisten a los empleados durante el horario hábil en el trabajo. Si el contratista o el subcontratista no entregan los registros necesarios o no los ponen a su disposición, el HUD o su delegado pueden, después de dar aviso por escrito al contratista, promotor, solicitante o propietario, tomar las medidas que sean necesarias para suscitar la suspensión de cualquier otro pago, adelanto o promesa de fondos adicionales. Además, no entregar los registros necesarios al solicitarseles o para ponerlos a su disposición puede ser motivo de inhabilitación, de conformidad con la sección 5.12 del 29 del CFR.

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4. Aprendices y trabajadores en capacitación.

(i) **Aprendices.** A los aprendices se les permitirá trabajar a menos de la tasa predeterminada para la labor que realizaron cuando se les emplee de conformidad con, y se les registre individualmente en, un programa de aprendices registrado ante la Oficina de Servicios Patronales, Laborales y de Capacitación para Aprendices de la Administración de Empleo y Capacitación del Departamento del Trabajo de los Estados Unidos, o ante una Agencia Estatal de Aprendizaje reconocida por la Oficina, o si una persona es empleada dentro de sus primeros 90 días de trabajo a prueba como aprendiz en un programa de aprendices tal y no está registrada de forma individual en el programa, pero recibió la certificación de la Oficina o de una Agencia de Aprendizaje Estatal (cuando corresponda) como admisible para trabajar a prueba en calidad de aprendiz. La relación permitida de aprendices a jornaleros en el sitio de la obra dentro de cualquier clasificación de oficios no deberá sobrepasar la permitida al contratista para toda la plantilla, conforme al programa registrado. Cualquier trabajador incluido en una nómina con una tasa salarial de aprendiz que no esté registrado o de otro modo empleado como se indicó anteriormente, recibirá como pago no menos que la tasa salarial correspondiente de la determinación salarial para la

clasificación del trabajo de hecho realizado. Además, a cualquier aprendiz que trabaje en el sitio de la obra excediendo la proporción permitida por el programa registrado se le pagará no menos que la tasa salarial correspondiente de la determinación salarial para el trabajo de hecho realizado. Cuando un contratista está construyendo para un proyecto en una localidad que no sea aquella en la que su programa esté registrado, habrán de observarse las proporciones y las tasas salariales (expresadas en porcentajes del salario por hora del jornalero) especificadas en el programa del contratista o subcontratista. A cada aprendiz deberá pagársele no menos que la tasa especificada en el programa registrado para su nivel de progreso, expresada como un porcentaje del salario por hora del jornalero especificada en la determinación salarial correspondiente. A los aprendices se les pagarán las prestaciones laborales marginales de acuerdo con las disposiciones del programa de aprendices. Si el programa de aprendices no especifica las prestaciones laborales marginales, a los aprendices se les debe pagar el monto total de los mismos que se indica en la determinación salarial para la clasificación correspondiente. Si el Administrador determina que impera una práctica diferente para la clasificación de aprendiz pertinente, las prestaciones se pagarán de acuerdo con dicha determinación. En caso de que la Oficina de Servicios Patronales, Laborales y de Capacitación para Aprendices o una Agencia Estatal de Aprendizaje reconocida por ella se retracte de la aprobación de un programa de aprendices, al contratista ya no se le permitirá utilizar aprendices a menos de la tasa predeterminada correspondiente para la labor realizada, hasta que se apruebe un programa aceptable

(ii) **Trabajadores en capacitación.** A excepción de lo dispuesto en la sección 5.16 del 29 del CFR, a los trabajadores en capacitación no se les permitirá laborar a menos que la tasa predeterminada para el trabajo realizado, a menos que se les emplee de conformidad con, y se les registre individualmente en, un programa que haya recibido una aprobación previa, según se demuestre mediante la certificación formal de la Administración de Empleo y Capacitación del Departamento del Trabajo de los Estados Unidos. La proporción de trabajadores en capacitación a jornaleros en el sitio de la obra no será mayor que la permitida por el plan aprobado por la Administración de Empleo y Capacitación. A cada trabajador en capacitación debe pagársele a no menos de la tasa especificada en el programa aprobado para su nivel de progreso, expresado como un porcentaje del salario por hora del jornalero especificada en la determinación salarial correspondiente. A los trabajadores en capacitación se les pagarán prestaciones laborales marginales de acuerdo con las disposiciones del programa de trabajadores en capacitación. Si el programa de trabajadores en capacitación no menciona prestaciones laborales marginales, a los trabajadores en capacitación se les pagará el monto total de los mismos que se indica en la determinación salarial, a menos que el administrador de la Sección de Salarios y Horarios Laborales determine que existe un programa de aprendices relacionado con el salario correspondiente para los jornaleros en la determinación salarial, que contemple menos que las prestaciones laborales marginales completas para los aprendices. A todo empleado listado en la nómina con un salario de aprendiz que no esté registrado y participando en un plan de capacitación aprobado por la Administración de Empleo y Capacitación se le pagará no menos que la tasa salarial correspondiente de la determinación salarial para el trabajo de hecho realizado. Además, a

excediendo la proporción permitida por el programa registrado se le pagará no menos que la tasa salarial correspondiente de la determinación salarial para el trabajo de hecho realizado. En caso de que la Administración de Empleo y Capacitación se retracte de la aprobación de un programa de capacitación, al contratista ya no se le permitirá utilizar trabajadores en capacitación a menos de la tasa predeterminada correspondiente para la labor realizada, hasta que se apruebe un programa aceptable.

(iii) **Igualdad de oportunidades en el empleo.** La utilización de aprendices, trabajadores en capacitación y jornaleros, según la Parte 5 del 29 del CFR, se conformará a los requisitos de igualdad de oportunidades en el empleo de la Orden Ejecutiva 11246 y sus enmiendas, y la Parte 30 del 29 del CFR.

5. Cumplimiento de los requisitos de la ley Copeland. El contratista deberá cumplir con los requisitos de la Parte 3 el 29 del CFR que se incorporan, por referencia, en este contrato.

6. Subcontratistas. El contratista o subcontratista insertará en todo subcontrato las cláusulas contenidas en los subincisos 1 al 11 de este inciso A y otras cláusulas tales que el HUD o su delegado pudieran exigir mediante las instrucciones debidas, así como una copia de la decisión sobre el salario vigente correspondiente, además de una cláusula exigiendo que los subcontratistas incluyan estas en cualquier subcontratos de nivel inferior. El contratista principal será responsable de que cualquier subcontratista o subcontratista de nivel inferior acate todas las cláusulas contractuales de este inciso.

7. Rescisión del contrato; inhabilitación. El incumplimiento de las cláusulas contractuales que constan en la sección 5.5 del 29 del CFR puede ser motivo de rescisión del contrato e inhabilitación como ^{CCH} _{CCH} contratista y subcontratista, según lo dispuesto en la sección 5.12 del 29 del CFR.

8. Cumplimiento de los requisitos de la ley Davis-Bacon y otros relacionados. Todo fallo e interpretación de la ley Davis-Bacon y otras ^{WORR} _{WORR} fines contenido en las Partes 1, 3 y 5 del 29 del CFR se incorporan aquí, por referencia, en este contrato.

9. Disputas sobre normas laborales. Las disputas que surjan de las disposiciones sobre normas laborales que establece este contrato no estarán sujetas a su cláusula sobre disputas generales. Tales disputas se resolverán de acuerdo con los procedimientos del Departamento del Trabajo que se establecen en las Partes 5, 6 y 7 del 29 del CFR. Las disputas, en el sentido de esta cláusula, incluyen aquellas surgidas entre el contratista (o cualquiera de sus subcontratistas) y el HUD o su delegado, el Departamento del Trabajo de los Estados Unidos, o los empleados o sus representantes.

10. (i) Certificación de la elegibilidad. Al suscribir este contrato, el contratista certifica que ni la suya (ni él o ella) ni ninguna persona o empresa que tenga un interés en su empresa es una persona o empresa inadmisibles para recibir contratos del gobierno en virtud de la Sección 3(a) de la ley Davis-Bacon o de la sección 5.12(a)(1) del 29 del CFR, o para recibir contratos del HUD o participar en sus programas, de conformidad con la Parte 24 del 24 del CFR.

(ii) Ninguna parte de este contrato se subcontratará a persona o firma inadmisibles alguna para recibir un contrato de gobierno en virtud de la Sección 3(a) de la ley de Davis-Bacon o de la sección 5.12(a)(1) del 29 del CFR, o para recibir contratos del HUD o participar en sus programas, de conformidad con la Parte 24 del 24 del CFR.

(iii) La sanción por hacer declaraciones falsas está prescrita en el Código Penal de los Estados Unidos, sección 1001 del 18 del Código de los Estados Unidos (U.S.C., por sus siglas en inglés). Además, el Código Penal de los Estados Unidos, en la Sección 1 01 0 del Título 18 del U.S.C., "Transacciones de la Administración Federal de Vivienda", establece, en parte, que: "Quienquiera que, con el propósito de... Influir en modo alguno en la actuación de dicha administración... haga, profiera o publique una declaración sabiendo que es falsa... será multado por no más de \$5,000 o encarcelado por no más de dos años, o ambas cosas".

11. Reclamaciones, acciones judiciales o testimonios de los empleados. Ningún obrero o mecánico para quien corresponda el sueldo, salario u otras disposiciones laborales de este contrato será despedido ni de ningún otro modo discriminado por el contratista o por subcontratista alguno por haber presentado una queja, o entablado o hecho que se entable algún proceso judicial, ni por haber testificado, o estar por hacerlo, testificar en algún proceso judicial al amparo de, o en relación con las normas laborales correspondientes en virtud de este contrato para su empleador.

B. Ley de Horas de Trabajo y Normas de Seguridad Contractuales. Las disposiciones del presente inciso B corresponden cuando el monto del contrato principal pasa de \$100,000. Del modo que se usan en este inciso, los términos "obreros" y "mecánicos" incluyen a vigilantes y guardias de seguridad.

(1) Requisitos de horas extra. Ningún contratista o subcontratista contratado para realizar parte alguna del trabajo del contrato que pudiera necesitar o implicar el empleo de obreros o mecánicos exigirá ni permitirá que un trabajador o mecánico tal, en cualquier semana laboral en la que se emplee al individuo para realizar dicho trabajo, labore más de 40 horas en esa semana laboral, a menos que dicho trabajador o mecánico sea compensado a una tasa no menor que una y media veces el salario básico por todas las horas trabajadas después de las 40 horas en esa semana laboral.

(2) Contravención; responsabilidad por salarios impagos; liquidación de daños y perjuicios. En caso de cometerse alguna contravención a la cláusula establecida en el subinciso (1) de este apartado, el contratista y cualquier subcontratista responsable deberán responder por los salarios impagos. Además, dicho contratista y subcontratista serán responsables ante los Estados Unidos (en el caso de trabajo realizado en virtud de un contrato para el Distrito de Columbia o un territorio de dicho Distrito, o para dicho territorio) de la liquidación de daños y perjuicios. Tal liquidación de daños y perjuicios se calculará con respecto a cada obrero o mecánico individual, incluidos los vigilantes y guardias de seguridad, empleado en contravención de la cláusula establecida en el subinciso (1) de este apartado, por la suma de \$10 por cada día natural en el que dicho individuo se le haya exigido o permitido trabajar más de la semana laboral normal de 40 horas sin el pago de horas extra que exige la cláusula establecida en el subinciso (1) de este apartado.

(3) Retención de salarios impagos, y para la liquidación de daños y perjuicios. El HUD o su delegado, a su propio recurso o al solicitarlo por escrito un representante autorizado del Departamento del Trabajo, retendrán o verán que se retenga, de cualquier dinero pagadero por el trabajo realizado por el contratista o por el subcontratista en virtud de cualquier contrato tal o de cualquier otro de carácter federal que se tenga con el mismo contrato principal, o de cualquier otro contrato que reciba asistencia federal supeditada a la ley de Horas de Trabajo y Normas de Seguridad Contractuales y que tenga el mismo contratista principal, las sumas que se determinen como necesarias para saldar cualquier responsabilidad de dicho contratista o subcontratista por concepto de salarios impagos y liquidación de daños y perjuicios, según lo dispuesto en la cláusula establecida en el subinciso (2) de este apartado.

(4) Subcontratos. El contratista o subcontratista insertará en todo subcontrato las cláusulas establecidas en los subincisos (1) al (4) de este apartado, y también una cláusula exigiendo que los subcontratistas incluyan estas en cualquier subcontrato de nivel inferior. El contratista principal será responsable de que cualquier subcontratista o subcontratista de nivel inferior acate todas las cláusulas establecidas en los subincisos (1) al (4) de este apartado.

C. Salud y seguridad. Las disposiciones del presente inciso C corresponden cuando el monto del contrato principal pasa de \$100,000.

(1) Ningún obrero o mecánico tendrá que trabajar en los alrededores ni en condiciones laborales que sean insalubres, riesgosas o peligrosas para su salud y seguridad, según se determine conforme a las normas de seguridad y salud para la construcción promulgadas por el Secretario de Trabajo por reglamento.

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CCH **(2)** El Contratista acatará toda reglamentación dictada por el Secretario de Trabajo, de conformidad con la Parte 1926 del Título 29, y no hacerlo puede acarrear la imposición de sanciones, de conformidad con la ley de Horas de Trabajo y Normas de Seguridad Contractuales (ley pública 91-54, sección 96 del 83 de la Legislación Compilada de los Estados Unidos). Sección 3701 del 40 del U.S.C., y las siguientes.

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WORR **(3)** El contratista incluirá las disposiciones de este inciso en cada subcontrato, de modo que serán vinculantes para cada subcontratista. El contratista tomará tales medidas con respecto a cualquier subcontratista que el Secretario de Vivienda y Desarrollo Urbano o el Secretario del Trabajo ordenen como una forma de hacer cumplir tales disposiciones.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT O-1
PROGRAM UNIT PRICE LIST
Homeowner Repair, Reconstruction, or Relocation Program
CONSTRUCTION MANAGERS
Community Development Block Grant for Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-09

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) will standardize line item pricing to (i) facilitate communication and provide consistency amongst the PRDOH and its vendors; (ii) ensure applicants are treated fairly during the award determination process; (iii) prevent unfair treatment and unbalanced treatment to applicants; and (iv) facilitate the review and approval of applications for payment and change orders for Construction Managers.

XACTWARE'S PRICING LIST

The R3 Program will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactware is an independent, third-party, company that researches and reports on industry pricing. They use information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

Xactware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactware Pricing List **PRSJ8X_JUL21** for Puerto Rico and for the month of July 2021 with a Contractor Profile. Xactware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

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ADDITIONAL LINE ITEMS TO XACTWARE'S PRICING LIST

As Xactware's Pricing Lists may not hold every item of work required by the Program, the PRDOH reserves the right to include additional items of work and their reasonable pricing/cost as part of Program issued documents. Construction Managers must perform work specified under additional line items published by the PRDOH, at the pricing established by the PRDOH, when works that include such additional line items are assigned. PRDOH will only establish pricing at reasonable costs. Additional Line Item Lists, and their updates, will be published by the PRDOH as part of program issued documents whenever necessary. Additional line item pricing for the Program is included in the following pages.

The combination of line items within Xactware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

OVERHEAD AND PROFIT

To items, as applicable, Construction Managers will add Overhead and Profit as follows:

- Overhead..... **Twenty Percent (20%)**
- Profit..... **Ten Percent (10%)**

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction Manger's entitlement for work completed in compliance with Program requirements. Profit will be calculated on a cumulative basis with overhead.

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when determining the total cost of work to be performed.

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No.	Item Description	Units	Unit Cost	Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	Soft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	LS	\$5,250	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	Soft Cost: Design and Permitting for Repair Awards from \$20,001 to \$30,000	LS	\$7,330	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

No.	Item Description	Units	Unit Cost	Notes
4	Soft Cost: Design and Permitting for Repair Awards from \$30,001 to \$40,000	LS	\$9,428	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$40,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
5	Soft Cost: Design and Permitting for Repair Awards from \$40,001 to \$50,000	LS	\$11,510	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$50,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
6	Soft Cost: Design and Permitting for Repair Awards from \$50,001 and above	LS	\$13,580	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards exceeding \$50,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
7	Soft Cost: Asbestos Abatement Permitting	LS	\$935.00	Includes costs for the acquisition of asbestos removal permits for the implementation of any abatement works required at the storm-damaged home.
9	Soft Cost: Lead-Based Paint Abatement Permits	LS	\$935.00	Includes costs for the acquisition of lead-based paint removal permits for the implementation of any abatement works required at the storm-damaged home.

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Construction Works (Hard Costs)

The following are the fixed fees to be paid by PRDOH to Construction Managers for additional line items of construction works not found in Xactware's Pricing List. These costs exclude overhead and profit. Therefore, overhead and profit percentages as established by the PRDOH for the Program must be added when these items are used.

ID	Item Description	Units	Unit Cost	Notes
1	Lead & Asbestos: Mobilization and Preparation for Lead and/or Asbestos Abatement	LS	\$1,300.00	Applicable to all abatement and encapsulation works requested. Only a single instance of the line item may be included per property.
2	Lead Encapsulation: Interior, brushwork, trim	LF	\$5.74	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
3	Lead Encapsulation: Balustrades	LF	\$5.15	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0040. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
4	Lead Encapsulation: Pipe, to 4" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
5	Lead Encapsulation: Pipe, to 8" diameter	LF	\$3.78	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0060. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
6	Lead Encapsulation: Pipe, to 12" diameter	LF	\$5.71	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

Exhibit O-1 Program Unit Price List
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 4 / 7

ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.44	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
8	Lead Encapsulation: Cabinets	SF	\$7.92	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$143.80	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$235.25	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$205.40	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$281.70	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
13	Lead Encapsulation: Window	EA	\$114.80	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$5.15	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.60	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.94	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$5.06	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.46	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.59	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$3.24	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$3.64	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.46	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
24	Lead Encapsulation: Trusses	SF	\$11.65	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
25	Lead Removal: Baseboards	LF	\$26.06	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
26	Lead Removal: Balustrades, one side	SF	\$26.06	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
27	Lead Removal: Cabinets	SF	\$22.92	Cost Reasonableness Basis: RSMMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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Exhibit O-1 Program Unit Price List
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 5 / 7

ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	\$13.00	Cost Reasonableness Basis: RSMMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.77	Cost Reasonableness Basis: RSMMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
30	Lead Removal: Door trim, one side	LF	\$11.61	Cost Reasonableness Basis: RSMMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
31	Lead Removal: Fence, picket, one side	SF	\$24.32	Cost Reasonableness Basis: RSMMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
32	Lead Removal: Grilles, one side	SF	\$24.32	Cost Reasonableness Basis: RSMMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
33	Lead Removal: Handrails	LF	\$9.02	Cost Reasonableness Basis: RSMMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	\$9.23	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.93	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.82	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
37	Lead Removal: Piles, to 16" diameter	LF	\$40.68	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
38	Lead Removal: Pipe hangers	EA	\$19.71	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
39	Lead Removal: Siding	SF	\$9.02	Cost Reasonableness Basis: RSMMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
40	Lead Removal: Trusses	SF	\$14.62	Cost Reasonableness Basis: RSMMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$199.40	Cost Reasonableness Basis: RSMMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$263.10	Cost Reasonableness Basis: RSMMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$314.90	Cost Reasonableness Basis: RSMMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$395.80	Cost Reasonableness Basis: RSMMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$87.60	Cost Reasonableness Basis: RSMMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$24.15	Cost Reasonableness Basis: RSMMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
47	Asbestos Removal: Metal Beams	LF	\$53.64	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
48	Asbestos Removal: Duct or AHU Insulation	SF	\$8.49	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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Exhibit O-1 Program Unit Price List
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 6 / 7

ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$8.30	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$9.34	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$10.64	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$13.60	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$11.47	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$23.31	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$24.60	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$38.85	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$58.28	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$42.55	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$3.10	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$6.24	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$4.14	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$7.41	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$2.33	Cost Reasonableness Basis: RSMMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$3.10	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.56	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$4.66	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$2.34	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$18.69	Cost Reasonableness Basis: RSMMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$2.03	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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Exhibit O-1 Program Unit Price List
Request for Proposals No. CDBG-DR-RFP-2018-09
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Community Development Block Grant for Disaster Recovery
Page 7 / 7

ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.92	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$2.46	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.48	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.91	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 plies #15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty. 4 plies #15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty. 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty. Acrylic, 2 coats.	SF	\$2.07	Cost Reasonableness Basis: RSMMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rfg., SBS mod, gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.15	Cost Reasonableness Basis: RSMMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty. Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$158.10	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
81	Soil Treatment: Termite Control Barrier	SF	\$1.05	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

THOMPSON CONSTRUCTION GROUP, INC.

Proposer Entity Name

C. Curtis Hutto
C. Curtis Hutto (Jun 15, 2022 08:05 EDT)

06.15.2022

Proposer Authorized Representative Signature

Date

Christopher Curtis Hutto

Proposer Authorized Representative Printed Name









Amendment C to CMs Thompson

Final Audit Report

2022-06-15

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