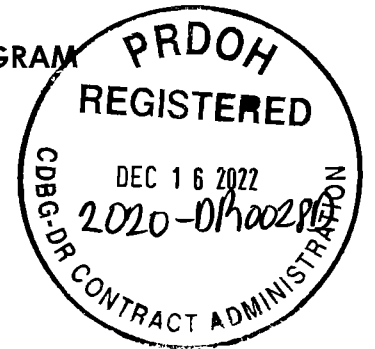


COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT D TO THE 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
Amendment No. 2020-DR0028D



This **AMENDMENT D TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS, (Amendment)** is entered into in San Juan, Puerto Rico, this 15 day of December, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 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. (CONTRACTOR)**, with principal offices in 100 N. Main Street, Sumter, South Carolina, 29150, herein represented by Christopher Curtis Hutto, in his capacity as a 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, ending on November 12, 2022 (**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, on June 15, 2022, the Agreement was amended through Amendment C, registered as Contract Number 2020-DR0028C, to extend the term of the Contract for an additional **twenty-four (24) months**, ending on November 11, 2024. The total amount of the Agreement was not modified in Amendment C.

WHEREAS, the Parties wish to amend the Agreement to increase the total amount by **FIFTY MILLION DOLLARS (\$50,000,000.00)** for an adjusted total amount of **TWO HUNDRED THIRTY MILLION DOLLARS (\$230,000,000.00)**.

WHEREAS, this Amendment D is not intended to affect nor does it constitute an extinctive 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 D.

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

This Amendment D results in an overall contracted construction management capacity of **TWO HUNDRED THIRTY MILLION DOLLARS (\$230,000,000.00)**. This Amendment D avoids an interruption in the assignment of future cases to the CONTRACTOR and the potential loss of field construction capacity. The Parties acknowledge that Amendment D entails a modification of the total amount by **FIFTY MILLION DOLLARS (\$50,000,000.00)**.

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III. AMENDMENT

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment I** (Federal Labor Standards Provisions) with an updated version of **Attachment I** (Federal Labor Standards Provisions). (See **Attachment I** of this Amendment D).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment J** (Contractor Certification). (See **Attachment II** of this Amendment D).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment K** (Non-Conflict of Interest Certification). (See **Attachment III** of this Amendment D).
- D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, paragraph B, with the following:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to of **Two Hundred Thirty Million Dollars (\$230,000,000.00)**; Account Number: R01H07RRR-DOH-LM/R02H07RRR-DOH-LM 6090-01-000.*

- E. The Parties agree to add a new **Article LIX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, as follows:

LIX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the

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data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

F. All other terms and conditions of the Agreement remain unchanged.

G. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

IV. HEADINGS

The titles of the paragraphs of this Amendment D 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 D.

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

X. COUNTERPARTS

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

IN WITNESS THEREOF, the Parties hereto execute this Amendment D 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 (Dec 15, 2022 15:37 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

C. Curtis Hutto
C. Curtis Hutto (Dec 15, 2022 08:50 EST)

Christopher Curtis Hutto
CFO

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A. 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.

(1) MINIMUM WAGES

- (i) 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 1(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.

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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

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(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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(s), 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 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(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 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 <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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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 U.S. 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 1235-0008.)

- (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;
 - (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; and
- (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 3729 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 U.S. 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.

(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.

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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, fringe benefits 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.

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- (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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR 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 U.S.C. § 3701 et seq.

(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.

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A. APLICABILIDAD

El Proyecto o Programa al que se refiere el trabajo de construcción cubierto por este Contrato está siendo asistido por los Estados Unidos de América, y las siguientes Disposiciones de Normas Laborales Federales están incluidas en este Contrato de conformidad con las disposiciones aplicables a dicha asistencia federal.

(1) SALARIOS MÍNIMOS

- (i) Todos los trabajadores y mecánicos empleados o que trabajen en el sitio del trabajo serán pagados incondicionalmente y con una frecuencia no inferior a una vez por semana, y sin deducciones o descuentos subsiguientes en ninguna cuenta (excepto las deducciones de nómina permitidas por los reglamentos emitidos por el Secretario de Trabajo en virtud de la Ley Copeland (29 CFR Parte 3)), el monto total de los salarios y los beneficios complementarios de buena fe (o sus equivalentes en efectivo) adeudados al momento del pago, calculados a tasas no inferiores a las contenidas en la determinación del salario del Secretaría del Trabajo (que se adjunta al presente y forma parte del mismo), independientemente de cualquier relación contractual que pueda alegarse que existe entre el contratista y dichos trabajadores y mecánicos. Las contribuciones hechas o los costos razonablemente anticipados por beneficios complementarios de buena fe bajo la Sección 1(b)(2) de la Ley Davis-Bacon en nombre de trabajadores o mecánicos se consideran salarios pagados a dichos trabajadores o mecánicos, sujeto a las disposiciones de 29 CFR 5.5 (a)(1)(iv); también, las contribuciones periódicas realizadas o los costos incurridos durante más de un período semanal (pero con una frecuencia no inferior a la trimestral) en virtud de planes, fondos o programas que cubran el período semanal en particular, se considerarán realizados o incurridos de manera constructiva durante dicho período semanal.

Dichos trabajadores y mecánicos recibirán el salario correspondiente y los beneficios complementarios según la determinación del salario para la clasificación del trabajo realmente realizado, sin tener en cuenta la habilidad, excepto según lo dispuesto en 29 CFR 5.5(a)(4).

Los trabajadores o mecánicos que realicen trabajos en más de una clasificación podrán ser compensados a la tarifa especificada para cada clasificación por el tiempo realmente trabajado en la misma: Siempre que los registros de nómina del empleador establezcan con precisión el tiempo empleado en cada clasificación en la que se realiza el trabajo. El contratista y sus subcontratistas deberán publicar en todo momento la determinación del salario (incluida cualquier clasificación adicional y tarifas salariales conforme a 29 CFR 5.5(a)(1)(ii) y el cartel de Davis-Bacon (WH1321)) en el sitio de la obra en un lugar visible y accesible, donde los trabajadores puedan verla fácilmente.

(ii) Clasificaciones Adicionales.

- (A) Cualquier clase de trabajadores o mecánicos que no figuren en la determinación del salario y que deban emplearse en virtud del contrato se clasificarán de conformidad con la determinación del salario. HUD aprobará una clasificación adicional y una tasa de salario y beneficios complementarios solo cuando se cumplan los siguientes criterios:
- (1) El trabajo para realizar por la clasificación solicitada no es realizado por una clasificación en la determinación del salario;
 - (2) La clasificación es utilizada en el área por la industria de la construcción; y
 - (3) La tasa salarial propuesta, incluidos los beneficios complementarios de buena fe, tiene una relación razonable con las tasas salariales contenidas en la determinación del salario.
- (B) Si el contratista, los trabajadores y los mecánicos que se emplearán en la clasificación (si se conocen), o sus representantes, y HUD o su designado acuerdan la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda)., HUD o su designado enviará un informe de la acción tomada al Administrador de la División de Horas y Salarios ("Administrador"), Administración de Normas Laborales, Departamento de Trabajo de EE. UU., Washington, D.C. 20210. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada acción de clasificación adicional dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se requiere de tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto ("OMB") bajo el número de control OMB 1235-0023).
- (C) En caso de que el contratista, los trabajadores o mecánicos que se emplearán en la clasificación o sus

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representantes, o HUD o su designado no estén de acuerdo con la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda), HUD o su designado remitirá las preguntas, incluidas las opiniones de todas las partes interesadas y la recomendación de HUD o su designado, al Administrador para su determinación. El Administrador, o un representante autorizado, emitirá una determinación dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se necesita tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

(D) El salario (incluidos los beneficios complementarios, cuando corresponda) determinado de conformidad con los subpárrafos (1)(ii)(B) o (C) de este párrafo, se pagará a todos los trabajadores que realicen trabajos en la clasificación conforme a este Contrato desde el primer día en que se realiza el trabajo en la clasificación.

(iii) Siempre que la tasa de salario mínimo prescrita en el contrato para una clase de trabajadores o mecánicos incluya un beneficio adicional que no se exprese como una tarifa por hora, el contratista deberá pagar el beneficio según se establece en la determinación del salario o deberá pagar otro bono beneficio marginal de buena fe o un equivalente en efectivo por hora del mismo.

(iv) Si el contratista no realiza pagos a un fideicomisario u otra tercera persona, el contratista puede considerar como parte de los salarios de cualquier trabajador o mecánico el monto de cualquier costo razonable anticipado al proporcionar beneficios complementarios de buena fe bajo un plan o programa, siempre que la Secretaría del Trabajo haya determinado, previa solicitud por escrito del contratista, que se han cumplido las normas aplicables de la Ley Davis-Bacon. La Secretaria del Trabajo podrá requerir al contratista que aparte en una cuenta separada activos para el cumplimiento de las obligaciones bajo el plan o programa. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

(2) **Retenciones.** HUD o su designado deberá, por su propia acción o por solicitud por escrito de un representante autorizado del Departamento de Trabajo de EE. UU., retener o hacer que se retenga del contratista en virtud de este contrato o cualquier otro contrato federal con el mismo contratista principal, o cualquier otro contrato con asistencia federal sujeto a los requisitos de salario prevaleciente de Davis-Bacon que esté en manos del mismo contratista principal, tanto de los pagos o anticipos devengados según se considere necesario para pagar a los trabajadores y mecánicos, incluidos los aprendices, personas en entrenamiento y ayudantes, empleados por el contratista o cualquier subcontratista, el monto total de los salarios requeridos por el contrato. En caso de que no se pague a cualquier trabajador o mecánico, incluido cualquier aprendiz, persona en entrenamiento o ayudante, empleados o que trabaje en el sitio de trabajo, la totalidad o parte de los salarios requeridos por el contrato, HUD o su designado puede, después de un aviso por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier otro pago, adelanto o garantía de fondos hasta que tales violaciones hayan cesado. HUD o su designado puede, después de una notificación por escrito al contratista, desembolsar dichos montos retenidos por y a cuenta del contratista o subcontratista a los respectivos empleados a quienes se les adeuda. El Departamento de Trabajo de los Estados Unidos hará tales desembolsos en el caso de contratos directos de la Ley Davis-Bacon.

(3) **Nóminas y registros básicos.**

(i) **Mantenimiento de registros de nómina.** Las nóminas y los registros básicos relacionados con las mismas deberán ser mantenidos por el contratista durante el curso del trabajo y conservados por un período de tres años a partir de entonces para todos los trabajadores y mecánicos que laboren en el sitio del trabajo. Dichos registros deberán contener el nombre, la dirección y el número de seguro social de cada trabajador, su(s) clasificación(es) correcta(s), las tarifas por hora de los salarios pagados (incluidas las tasas de contribuciones o los costos previstos para los beneficios complementarios de buena fe o los equivalentes en efectivo de los mismos de los tipos descritos en la Sección 1(b)(2)(B) de la Ley Davis-Bacon), el número de horas diarias y semanales trabajadas, las deducciones realizadas y los salarios reales pagados.

Siempre que la Secretaría del Trabajo haya determinado, conforme a 29 CFR 5.5(a)(1)(iv), que los salarios de cualquier trabajador o mecánico incluyen el monto de cualquier costo anticipado razonablemente al brindar beneficios bajo un plan o programa descrito en la Sección 1(b)(2)(B) de la Ley Davis-Bacon, el contratista deberá mantener registros que demuestren que el compromiso de proporcionar dichos beneficios es exigible, que el plan o programa es financieramente responsable y que el plan o programa ha sido comunicados por escrito a los trabajadores o mecánicos afectados, y registros que muestren los costos previstos o el costo real incurrido en la prestación de dichos beneficios.

Los contratistas que empleen aprendices o personas en entrenamiento bajo programas aprobados deberán mantener evidencia escrita del registro de los programas de aprendices y la certificación de los programas de aprendizaje, el

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registro de los aprendices y personas en entrenamiento, y las proporciones y tarifas salariales prescritas en los programas aplicables. (Aprobado por la Oficina de Gerencia y Presupuesto bajo los Números de Control OMB 1235-0023 y 1215-0018)

(ii) Informes Certificados de Nómina.

(A) El contratista deberá presentar semanalmente, por cada semana en la que se realice cualquier trabajo por contrato, una copia de todas las nóminas a HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o propietario, según sea el caso, para su transmisión a HUD o a su designado. Las nóminas enviadas deberán establecer de manera precisa y completa toda la información que se requiere mantener según 29 CFR 5.5(a)(3)(i), exceptuando los números de seguro social completos y las direcciones de las casas que no se incluirán en las transmisiones semanales. En cambio, las nóminas solo deben incluir un número de identificación individual para cada empleado (por ejemplo, los últimos cuatro dígitos del número de seguro social del empleado). La información de nómina semanal requerida se puede enviar en cualquier forma deseada. El formulario opcional WH-347 está disponible para este propósito en el sitio web de la División de Horas y Salarios en <https://www.dol.gov/agencies/whd/forms> o en su sitio sucesor. El contratista primario es responsable de la presentación de copias de las nóminas por parte de todos los subcontratistas.

Los contratistas y subcontratistas deberán mantener el número de seguro social completo y la dirección actual de cada trabajador cubierto, y deberán proporcionarlos a pedido del HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o al propietario, según sea el caso, para que las transmita al HUD o su designado, al contratista o a la División de Horas y Salarios del Departamento de Trabajo de los EE. UU. para fines de una investigación o auditoría de cumplimiento de los requisitos salariales vigentes. No es una violación de este subpárrafo que un contratista principal requiera que un subcontratista proporcione direcciones y números de seguro social al contratista principal para sus propios registros, sin la presentación semanal al HUD o su designado. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0008).

(B) Cada nómina presentada deberá estar acompañada de una "Declaración de Cumplimiento", firmada por el contratista o subcontratista o su agente que paga o supervisa el pago de las personas empleadas bajo el contrato y deberá certificar lo siguiente:

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

(2) Que a cada trabajador o mecánico (incluido cada ayudante, aprendiz y persona en entrenamiento) empleado bajo contrato durante el período de nómina se le haya pagado el salario semanal completo que haya ganado, sin descuento, ya sea directa o indirectamente, y que no se hayan hecho deducciones ya sea directa o indirectamente de los salarios completos ganados, que no sean las deducciones permitidas según lo establecido en 29 CFR Parte 3;

(3) Que a cada trabajador o mecánico se le haya pagado no menos de las tasas salariales aplicables y beneficios marginales o equivalentes en efectivo para la clasificación del trabajo realizado, como se especifica en la determinación salarial aplicable incorporada en el contrato; y

(C) La presentación semanal de una certificación debidamente ejecutada establecida en el reverso del formulario opcional WH-347 que cumpla con el requisito de presentación de la "Declaración de cumplimiento" requerida por el subpárrafo (a)(3)(ii)(b).

(D) La falsificación de cualquiera de las certificaciones anteriores puede someter al contratista o subcontratista a un proceso civil o penal conforme a la Sección 1001 del Título 18 y la Sección 3729 del Título 31 del Código de los Estados Unidos.

(iii) El contratista o subcontratista deberá hacer que los registros requeridos bajo el subpárrafo (a)(3)(i) estén disponibles para inspección, copia o transcripción por parte de representantes autorizados de HUD o su designado o del Departamento del Trabajo de los EE. UU., y permitirá a tales representantes entrevistar a los empleados durante las horas de trabajo estando en el trabajo. Si el contratista o subcontratista no presenta los registros requeridos o no los pone a disposición, HUD o su designado puede, después de notificar por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier pago adicional, anticipo o garantía de fondos. Además, la falta de presentación de los registros requeridos a petición o de no poner dichos registros a disposición puede ser motivo de acción de inhabilitación de conformidad con 29 CFR 5.12.

(4) Aprendices y Personas en entrenamiento.

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- (i) **Aprendices.** A los aprendices se les permitirá trabajar a una tarifa inferior a la predeterminada por el trabajo que realizaron cuando estén empleados de conformidad con un programa de aprendizaje de buena fe registrado individualmente en el Departamento del Trabajo de los EE. UU., Administración de Empleo y Capacitación, Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o con una Agencia Estatal de Aprendizaje reconocida por la Oficina, o si una persona está empleada en sus primeros 90 días de empleo a prueba como aprendiz en dicho programa de aprendizaje, que no está registrado individualmente en el programa, pero que ha sido certificado por la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices (cuando corresponda), para ser elegible para un empleo de prueba como aprendiz.

La proporción permitida de aprendices a jornaleros en el sitio de trabajo en cualquier clasificación de oficio no será mayor que la proporción permitida al contratista en cuanto a la fuerza de trabajo total bajo el programa registrado. Cualquier trabajador que figure en una nómina con una tasa de salario de aprendiz, que no esté registrado o empleado de otra manera como se indicó anteriormente, recibirá un pago no inferior a la tasa de salario aplicable en la determinación del salario para la clasificación del trabajo realmente realizado. Además, cualquier aprendiz que realice un trabajo en el sitio de trabajo que exceda la proporción permitida por el programa registrado deberá recibir un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado. Cuando un contratista esté realizando la construcción de un proyecto en una localidad distinta a la que tiene registrado su programa, se observarán las proporciones y tarifas salariales (expresadas en porcentajes de la tarifa por hora del jornalero) especificadas en el programa registrado del contratista o subcontratista.

A cada aprendiz se le debe pagar a un nivel no menor a la tarifa especificada en el programa registrado para el nivel de progreso del aprendiz, expresada como un porcentaje de la tarifa por hora del jornalero especificada en la determinación salarial aplicable.

Los aprendices recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendizaje.

Si el programa de aprendizaje no especifica los beneficios complementarios, los aprendices deben recibir el monto total de los beneficios complementarios que figuran en la determinación del salario para la clasificación aplicable. Si el Administrador determina que prevalece una práctica diferente para la clasificación de aprendiz aplicable, los beneficios complementarios se pagarán de acuerdo con esa determinación. En caso de que la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices reconocida por la Oficina, retire la aprobación de un programa de aprendices, el contratista ya no podrá utilizar aprendices a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

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- (ii) **Personas en entrenamiento.** Salvo lo dispuesto en 29 CFR 5.16, no se permitirá que las personas en entrenamiento trabajen a una tarifa inferior a la predeterminada por el trabajo realizado, a menos que estén empleados de conformidad con un programa que haya recibido aprobación previa, evidenciado por una certificación formal del Departamento de Trabajo, Administración de Empleo y Capacitación de EE. UU. La proporción de personas en entrenamiento a jornaleros en el lugar de trabajo no será mayor que lo permitido según el plan aprobado por la Administración de Empleo y Capacitación. A cada persona en entrenamiento se le debe pagar a no menos de la tarifa especificada en el programa aprobado para el nivel de progreso de la persona en entrenamiento, expresada como un porcentaje de la tarifa por hora especificada del jornalero en la determinación salarial aplicable. Las personas en entrenamiento recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendices. Si el programa de entrenamiento no menciona los beneficios complementarios, a las personas en entrenamiento se les pagará el monto total de los beneficios complementarios enumerados en la determinación del salario, a menos que el Administrador de la División de Horas y Salarios determine que existe un programa de aprendizaje asociado con la tasa salarial del oficial correspondiente en la determinación del salario que prevé menos de los beneficios complementarios completos para los aprendices. Cualquier empleado que figure en la nómina con una tarifa de persona en entrenamiento que no esté registrado y que no participe en un plan de capacitación aprobado por la Administración de Empleo y Capacitación recibirá un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado.

Además, a cualquier persona en entrenamiento que realice labores en el sitio de trabajo que exceda la proporción permitida por el programa registrado se le pagará no menos que la tarifa salarial aplicable en la determinación del salario por el trabajo realmente realizado. En caso de que la Administración de Empleo y Capacitación retire la aprobación de un programa de capacitación, el contratista ya no podrá utilizar personas en entrenamiento a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (iii) **Igualdad de oportunidades de empleo.** La utilización de aprendices, personas en entrenamiento y jornaleros bajo 29 CFR Parte 5 deberá estar en conformidad con los requisitos de igualdad de oportunidades de empleo de la Orden

- (5) **Cumplimiento de los requisitos de la Ley Copeland.** El contratista deberá cumplir con los requisitos de 29 CFR Parte 3, que se incorporan por referencia en este Contrato.
- (6) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas contenidas de los subpárrafos (1) al (11) en este párrafo (a) y cualquier otra cláusula que HUD o su designado pueda requerir, mediante las instrucciones apropiadas, y una copia de la correspondiente decisión sobre el salario prevaeciente, y también una cláusula que requiere que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de todas las cláusulas del contrato en este párrafo.
- (7) **Terminación del contrato; exclusión.** El incumplimiento de las cláusulas del contrato en 29 CFR 5.5 puede ser motivo de rescisión del contrato y de inhabilitación como contratista y subcontratista según lo dispuesto en 29 CFR 5.12.
- (8) **Cumplimiento con los Requisitos de la Ley Davis-Bacon y Leyes Relacionadas.** Todos los fallos e interpretaciones de Davis-Bacon y Actos Relacionados contenidos en 29 CFR Partes 1, 3 y 5 se incorporan aquí por referencia en este Contrato.
- (9) **Controversias relativas a las normas laborales.** Las disputas que surjan de las disposiciones sobre normas laborales de este Contrato no estarán sujetas a la cláusula general de disputas de este Contrato. Dichas disputas se resolverán de acuerdo con los procedimientos del Departamento de Trabajo de los EE. UU. establecidos en 29 CFR Partes 5, 6 y 7. Las disputas dentro del significado de esta cláusula incluyen disputas entre el contratista (o cualquiera de sus subcontratistas) y HUD o su designado, el Departamento de Trabajo de los Estados Unidos, o los empleados o sus representantes.
- (10) **Certificación de la elegibilidad.**
- (i) Al celebrar este Contrato, el contratista certifica que ni él (ni él o ella) ni ninguna persona o firma que tenga un interés en la firma del contratista es una persona o firma inelegible para adjudicarse contratos del Gobierno en virtud de la Sección 3 (a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para recibir contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (ii) Ninguna parte de este Contrato se subcontratará a ninguna persona o firma que no sea elegible para la adjudicación de un contrato del Gobierno en virtud de la Sección 3(a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para ser adjudicado contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (iii) Cualquier persona que a sabiendas haga, presente o envíe una declaración, representación o certificación falsa, ficticia o fraudulenta está sujeta a sanciones penales, civiles y/o administrativas, incluidas multas, sanciones y encarcelamiento (p. ej., 18 U.S.C. §§ 287, 1001, 1010, 1012, 31 USC §§ 3729, 3802).
- (11) **Quejas, Procedimientos o Testimonio de los Empleados.** Ningún trabajador o mecánico, a quien se apliquen las disposiciones sobre sueldos, salarios u otras normas laborales de este Contrato, será despedido o discriminado de ninguna otra manera por parte del contratista o cualquier subcontratista porque dicho empleado haya presentado una queja o instituido o causado a haber iniciado cualquier procedimiento o ha declarado o está a punto de declarar en cualquier procedimiento bajo o relacionado con las normas laborales aplicables en virtud de este Contrato a su empleador.

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B. LEY DE NORMAS DE SEGURIDAD Y HORAS DE TRABAJO POR CONTRATO

Las disposiciones de este párrafo (b) se aplican cuando el monto del contrato principal excede los \$100,000. Tal como se usa en este párrafo, los términos "obreros" y "mecánicos" incluyen vigilantes y guardias.

- (1) **Requisitos de horas extras.** Ningún contratista o subcontratista que contrate para cualquier parte del trabajo del contrato, que pueda requerir o involucrar el empleo de trabajadores o mecánicos, requerirá o permitirá que dicho trabajador o mecánico en cualquier semana laboral en la que el individuo esté empleado en dicho trabajo trabaje en exceso de 40 horas en dicha semana laboral, a menos que dicho trabajador o mecánico reciba una compensación a una tasa no inferior a una vez y media la tasa básica de pago por todas las horas trabajadas en exceso de 40 horas en dicha semana laboral.
- (2) **Violación; responsabilidad por salarios no pagados; daños y perjuicios.** En caso de cualquier violación de la cláusula establecida en el inciso B (1) de este párrafo, el contratista, y cualquier subcontratista responsable por ello, será responsable por los salarios no pagados. Además, dicho contratista y subcontratista serán responsables ante los Estados Unidos (en el caso de trabajos realizados bajo contrato para el Distrito de Columbia o un territorio, ante dicho Distrito o territorio) por daños y perjuicios. Dichos daños y perjuicios se calcularán con respecto a cada trabajador o mecánico individual, incluidos los vigilantes y guardias, empleados en violación de la cláusula establecida en el subpárrafo B(1) de este párrafo, en la suma establecida por el Departamento de Trabajo de los EE. UU. en 29 CFR 5.5(b)(2) por cada día calendario en el que se requirió o permitió que dicha persona trabajara más de la semana laboral estándar de 40 horas sin

el pago de los salarios por horas extras requeridos por la cláusula establecida en el subpárrafo B(1) de este párrafo. De acuerdo con la Ley Federal de Ajuste de Sanciones Civiles por Inflación de 1990 (28 U.S.C. § 2461 Note), el DOL ajusta esta sanción monetaria civil por inflación a más tardar el 15 de enero de cada año.

- (3) **Retención por salarios no pagados y daños y perjuicios.** HUD o su designado deberá, por su propia acción o previa solicitud por escrito de un representante autorizado del Departamento de Trabajo de los EE. UU., retener o hacer que se retenga cualquier dinero pagadero a cuenta del trabajo realizado por el contratista o subcontratista en virtud de dicho contrato, o cualquier otro contrato federal con el mismo contrato principal, o cualquier otro contrato con asistencia federal sujeto a la Ley de estándares de seguridad y horas de trabajo por contrato que esté en manos del mismo contratista principal, las sumas que se determinen como necesarias para satisfacer cualquier responsabilidad de dicho contratista o subcontratista por salarios no pagados y daños y perjuicios, según lo dispuesto en la cláusula establecida en el subpárrafo B(2) de este párrafo.
- (4) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas establecidas en el subpárrafo B (1) a (4) de este párrafo y también una cláusula que requiera que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de las cláusulas establecidas en los subpárrafos B (1) a (4) de este párrafo.

C. SALUD Y SEGURIDAD

Las disposiciones de este párrafo (c) se aplican cuando el monto del contrato principal excede los **\$100,000**.

- (1) No se le exigirá a ningún trabajador o mecánico que trabaje en un entorno o en condiciones de trabajo insalubres, riesgosas o peligrosas para su salud y seguridad, según lo determinen las normas de seguridad y salud en la construcción promulgadas por la Secretaría del Trabajo mediante reglamentos.
- (2) El contratista deberá cumplir con todos los reglamentos emitidos por la Secretaría del Trabajo de conformidad con 29 CFR Parte 1926 y el incumplimiento puede resultar en la imposición de sanciones de conformidad con la Ley de Normas de Seguridad y Horas de Trabajo por Contrato, (Ley Pública 91-54, 83 Stat 96), 40 U.S.C. § 3701 y siguientes.
- (3) El contratista deberá incluir las disposiciones de este párrafo en cada subcontrato, de modo que dichas disposiciones sean vinculantes para cada subcontratista. El contratista tomará las medidas con respecto a cualquier subcontratista que la Secretaría de Vivienda y Desarrollo Urbano o la Secretaría del Trabajo indiquen como un medio para hacer cumplir dichas disposiciones.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT J
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 contract is (are) the following:

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

2. Neither the contractor nor any of its owners, 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

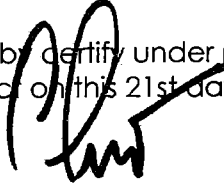
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), 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 sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract.

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

I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this 21st day of September of 2022.



Signature

9/21/2022
Date

Christopher Curtis Hutto
Printed Name

CFO
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	\$193,530.03	\$3,882,290.49
Prosite 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	\$30,808.54	0	\$4,166,593.47
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	0	\$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	\$35,169.16	\$170,079.30	\$2,122,822.82
ARF & Associates Corp	Eliezer Sosa (100%)	Repairs Only	\$36,274.86	0	\$72,549.72
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	\$198,063.13	\$1,188,378.77

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Integrity Response, Inc	Rip Pratt (20%) Jim McGee (80%)	Repairs & Reconstructions	0	\$192,666.13	\$11,586,914.13
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
CF Breeze Recovery, LLC	Lisa Fouquet (100%)	Repairs & Reconstructions	\$48,124.57	\$198,752.41	\$5,238,795.30
Lemartec PR Corporation	Owned by Mastech Corp.	Reconstructions	0	\$203,083.51	\$1,827,751.60
Pipe's General Contractor	Luis Ortiz (100%)	Reconstructions	0	\$204,844.56	\$1,638,756.48
Up to the Top	José Vazquez (100%)	Reconstructions	0	\$197,363.43	\$6,118,266.36
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	\$214,781.74	\$859,126.95
Bejuco Transport	Daisy X. Torres Santiago (100%)	Reconstruction	0	\$198,440.20	\$1,587,521.57
JR Ramos	José R. Ramos Torres (50%) Awilda Ortiz Ramos (50%)	Reconstructions	0	\$185,508.93	\$1,298,562.54
Brazos Urethane PR, LLC	Howard W. Scottins (100%)	Repairs	\$40,439.11	0	\$485,269.33
CPF Construction, LLC	Harold H. Waynick (100%)	Reconstruction	0	\$190,257.07	\$12,015,447.86
RJS Homes PR, LLC	Louis Stutes (100%)	Repairs & Reconstructions	\$39,127.96		\$117,383.88

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Engitech, LLC	Pedro Trinidad (100%)	Repairs & Reconstructions	\$26,193.68	0	\$471,486.24
Imperial Construction, Inc	Michael Hernández (100%)	Repairs	\$36,954.72	0	\$110,864.15
E&M Brothers Construction, LLC	José Molina (100%)	Repairs and Reconstructions	\$26,729.60	0	\$187,107.21
JPB Construction Inc.	José Pérez (100%)	Repairs and Reconstructions	\$34,593.00	\$185,554,.24	\$845,995.97
Scarborough Industries, Inc.	Rick M. Scarborough (100%)	Repairs	\$12,036.33	\$0	\$12,036.33

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ATTACHMENT K
NON-CONFLICT OF INTEREST CERTIFICATION
THOMPSON CONSTRUCTION GROUP, INC.

The CONTRACTOR certifies that:

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

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

C. Curtis Hutto
C. Curtis Hutto (Dec 15, 2022 08:50 EST)
Signature

December 15, 2022
Date

Christopher Curtis Hutto
Printed Name

CFO
Position










Amendment D to CMs Thompson

Final Audit Report

2022-12-15

Created:	2022-12-12
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzA27WBD4hy2sOaUSkHF_-ebtKclNnEst

"Amendment D to CMs Thompson" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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-  Document emailed to chutto@thompsonind.com for signature
2022-12-12 - 1:53:21 PM GMT
-  Email sent to dramos@vivienda.pr.com bounced and could not be delivered
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2022-12-14 - 3:05:47 PM GMT
-  Email viewed by chutto@thompsonind.com
2022-12-15 - 1:47:28 PM GMT
-  Signer chutto@thompsonind.com entered name at signing as C. Curtis Hutto
2022-12-15 - 1:50:26 PM GMT
-  Document e-signed by C. Curtis Hutto (chutto@thompsonind.com)
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-  Document emailed to w.rodriquez@vivienda.pr.gov for signature
2022-12-15 - 1:50:30 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov
2022-12-15 - 7:35:40 PM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-12-15 - 7:37:56 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
Signature Date: 2022-12-15 - 7:37:58 PM GMT - Time Source: server

✔ Agreement completed.

2022-12-15 - 7:37:58 PM GMT



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