

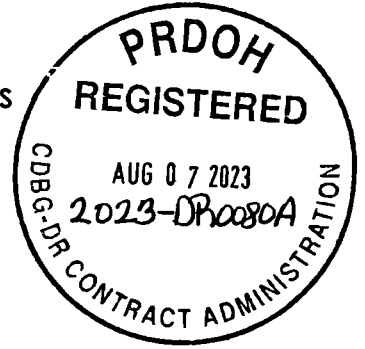


GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment A

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

AMENDMENT A TO THE AGREEMENT FOR  
ARCHITECTURAL, ENGINEERING, AND MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
INTEGRA DESIGN GROUP, PSC  
Contract No. 2023-DR0080  
Amendment A Contract No. 2023-DR0080A



This **AMENDMENT A** to the **AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND MANAGEMENT SERVICES (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 4 of August, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "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 Guaynabo, Puerto Rico, in his capacity as Secretary; and **INTEGRA DESIGN GROUP, PSC (CONTRACTOR)**, with principal offices in 576 Arterial B Ave., The Coliseum Tower Suite 102, San Juan, Puerto Rico, herein represented by Carlos I. Báez Dotel, in his capacity as President, of legal age, single, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution dated June 12, 2023, by the CONTRACTOR.

### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on February 6, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Architectural, Engineering and Management Services, registered under Contract No. 2023-DR0080, for a maximum amount not to exceed **EIGHTEEN MILLION SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$18,061,800.00)** from **Account Number: MITH08SIH-DOH-LM 4190-10-000**, ending on February 6, 2026 (**Agreement or Contract**).

**WHEREAS**, as per Article XLII of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement nor release the Parties from their obligations under the Agreement.

**WHEREAS**, it is the intention of the Parties that this Amendment 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**, each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

**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. SAVINGS CLAUSE

The information included in this Amendment A serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment A. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

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### III. SCOPE OF AMENDMENT

The SIH Program has determined that a contract amendment is necessary, with prior FOMB approval, in order to increase funding for program administration, project planning and design, drawings, environmental services, and other duties. Due to the delays and challenges the SIH subrecipients have experienced with the acquisition of professional services, the construction of the projects has in turn been substantially delayed putting into risk the use of the allocated funds. The SIH Program has analyzed the status of each project and has determined that, in order to achieve the intent of the projects and the Program goals, the CONTRACTOR will be requested to aid the SIH Program subrecipients. Therefore, Amendment A raises the budget by **one million six hundred eighty-five thousand eight hundred dollars (\$1,685,800.00)**, bringing the whole budget up to **nineteen million seven hundred forty-seven thousand six hundred dollars (\$19,747,600.00)**. This Amendment A shall not alter the term of the Contract. Furthermore, **Attachment C** (Compensation Schedule), **Attachment D** (Performance Requirements), **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) are being amended.

### IV. AMENDMENTS

- A. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **NINETEEN MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED DOLLARS (\$19,747,600.00)** from ACCOUNT NUMBER: MITH08SIH-DOH-LM 4190-10-000.*

- B. The Parties agree to replace **Article XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO), Paragraph C**, as follows:

(...)

(...)

- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Local Redevelopment Authority for Roosevelt Roads, Puerto Rico Department of Education, Puerto Rico Highway and Transportation Authority, Department of Economic Development and Trade, Puerto Rico Electric Power Authority, University of Puerto Rico, Municipality of Dorado, Municipality of Barranquitas, Municipality of Guayanilla, Municipality of Naranjito, Municipality of Toa Alta, Puerto Rico Ports Authority, Municipality of Caguas, Municipality of San Juan, Puerto Rico Mental Health and Anti-Addiction Services Administration, Puerto Rico National Guard, and the Puerto Rico Department of Housing. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the

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*CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.*

**C.** A revised **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Compensation Schedule). **Attachment C** (Compensation Schedule) modifications include funds to tasks related to program management, project planning and design, writings, environmental and other services detailed as tasks 3.1-3.5 to cover the Architectural, Engineering and Management Services to be provided for the SIH Program as established in the Scope of Services. (**Attachment I** of this Amendment A).

**D.** A revised **Attachment D** (Performance Requirements) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Performance Requirements). **Attachment D** (Performance Requirements) was modified to include the modifications needed from the CONTRACTOR to assist the subrecipients and accomplish the SIH Program goals. (**Attachment II** of this Amendment A).

**E.** A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment III** of this Amendment A).

**F.** A revised **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment A).

## **V. HEADINGS**

The titles of 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.

## **VI. FEDERAL FUNDING**

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

## **VII. 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

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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.

#### **VIII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR/MIT 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.

#### **IX. 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 by Act No. 127 of May 31, 2004.

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#### **X. 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.

#### **XI. 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.

#### **XII. COUNTERPARTS**

This Amendment 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 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.

#### **XIII. SURVIVAL OF TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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[SIGNATURE PAGE FOLLOWS]**

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

**PUERTO RICO DEPARTMENT OF  
HOUSING**

**INTEGRA DESIGN GROUP, PSC**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Aug 4, 2023 09:10 EDT)  
William O. Rodríguez Rodríguez, Esq.  
Secretary

C. I. B. D.  
Carlos I. Báez Dotel, PE  
President

C. I. B. D.  
W. O. R. R.  
W. O. R. R.



ATTACHMENT C  
COMPENSATION SCHEDULE  
Integra Design Group, PSC  
Architectural, Engineering, and Management Services

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

*CQ* The Procurement Division recommends allocating Integra Design Group, PSC (**Integra**) to SIH-MIT and SIH Programs.

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

Table 1: Integra Rates for SIH-MIT and SIH Programs

ID Task	Quantity [ A ]	Units [ B ]	Unit Cost <sup>(1)</sup> [ C ]	Total Cost [ D = A x C ]
Integra Rates for SIH-MIT				
A 3.1: Program Management	1	Lump Sum	\$7,192,800.00	\$7,192,800.00
B 3.2.1: Project Concept Planning and Feasibility Analysis	40	Projects	\$35,000.00	\$1,400,000.00
C 3.2.2: Preliminary Design	40	Projects	\$35,000.00	\$1,400,000.00
D 3.2.3: Working Drawings and Specifications	40	Projects	\$75,000.00	\$3,000,000.00
E 3.2.4: Services During the Procurement Phase	40	Projects	\$10,000.00	\$400,000.00
F 3.2.5: Services During the Construction Phase	40	Projects	\$35,000.00	\$1,400,000.00
G 3.3: Environmental	40	Projects	\$3,500.00	\$140,000.00
H 3.4: Additional Services Allowance	1	Allowance	\$2,600,000.00	\$2,600,000.00
I 3.5: Reimbursable Expenses	1	Allowance	\$529,000.00	\$529,000.00
J Subtotal Proposal Cost for SIH-MIT Program <sup>(2)</sup>				\$18,061,800.00
Integra Rates for SIH				
K 3.1: Program Management	1	Lump Sum	\$1,004,800.00	\$1,004,800.00
L 3.2.1: Project Concept Planning and Feasibility Analysis	2	Projects	\$35,000.00	\$70,000.00
M 3.2.2: Preliminary Design	2	Projects	\$35,000.00	\$70,000.00
N 3.2.3: Working Drawings and Specifications	2	Projects	\$75,000.00	\$150,000.00
O 3.2.4: Services During the Procurement Phase	6	Projects	\$10,000.00	\$60,000.00
P 3.2.5: Services During the Construction Phase	6	Projects	\$35,000.00	\$210,000.00
Q 3.3: Environmental	6	Projects	\$3,500.00	\$21,000.00
R 3.4: Additional Services Allowance	1	Allowance	\$50,000.00	\$50,000.00
S 3.5: Reimbursable Expenses	1	Allowance	\$50,000.00	\$50,000.00
T Subtotal Proposal Cost for SIH Program <sup>(2)</sup>				\$1,685,800.00
U Total Proposal Cost for SIH-MIT and SIH Programs				\$19,747,600.00

Notes on Total Proposal Cost for SIH-MIT and SIH Programs

1. **Unit Costs** to be used for the purpose of calculating the Total Proposal Costs for SIH-MIT Program are as follows:
- a. For **Task 3.1: Project Management** the Proposer will use the proposed cost in the SIH-MIT Program Positions Total Cost (Column [C] of Row [F] from Table 01) in the Task 3.1: Project Management Proposal Table.
  - b. For **Task 3.2: Design Services** (including **Subtasks 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5**) the Proposer will use the proposed costs that correspond to a Category 2 Project with a Construction Cost Range of \$1.5M to \$2M in the Task 3.2: Design Services Proposal Table (Table 02).
  - c. For **Task 3.3: Environmental** the Proposer will use the proposed cost of a Non-Residential Environmental Assessment (Row [D] from Table 03) in the Task 3.3: Environmental Proposal Table.
2. **Total Proposal Cost for SIH-MIT and SIH Programs** represents the total proposed cost for Architectural, Engineering, and Management Services under the SIH-MIT Program if the Proposer is awarded a contract by PRDOH; assuming forty (40) Category 2 Projects for SIH-MIT; two (2) Category 2 Projects for ID Tasks 3.2.1- 3.2.3 for SIH and six (6) Category 2 Projects with ID Task 3.2.4, 3.2.5 and 3.3 for SIH; with a construction cost range between \$1.5M and 2M and that all environmental reviews will have a Non-Residential Environmental Assessment Level of Review. The actual costs to be paid to the Contractor for design and environmental services in each project will be established based on Project Category, Construction Cost Range, and Level of Environmental Review of the specific project.

**Program Management Task**

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

**Table 2: Program Management**

Position	Estimated Quantity of Hours <sup>(1)</sup> [ A ]	Rate Per Hour <sup>(2)</sup> [ B ]	Estimated Total Cost Per Position <sup>(3)</sup> [ C = A x B ]
<b>Program Management Task of the SIH-MIT Program</b>			
Program Manager	6,480	\$160.00	\$1,036,800.00
Design and Permitting Coordinator	6,480	\$125.00	\$810,000.00
Project Coordinator	32,400	\$80.00	\$2,592,000.00
Project Control	19,440	\$75.00	\$1,458,000.00
Scheduler	16,200	\$80.00	\$1,296,000.00
<b>SIH-MIT Program Positions Subtotal Cost <sup>(4)</sup></b>			<b>\$7,192,800.00</b>
<b>Program Management Task of the SIH Program</b>			
Program Manager	2,100	\$160.00	\$336,000.00
Design and Permitting Coordinator	910	\$125.00	\$113,750.00
Project Coordinator	4,700	\$80.00	\$376,000.00
Project Control	2,014	\$75.00	\$151,050.00
Scheduler	350	\$80.00	\$28,000.00
<b>SIH Program Positions Subtotal Cost <sup>(4)</sup></b>			<b>\$1,004,800.00</b>
<b>SIH-MIT and SIH Programs Positions Total Cost</b>			<b>\$8,197,600.00</b>

**Notes on Project Management Task**

- (1) **Estimated Quantity of Hours** represents the expected level of effort in hours for each of the positions for the initial three (3) year contract term. Should not be interpreted as a cap on the allowed level of effort per position. Cost caps are established in Notes 4 below.



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

**Design Services Task**

Table 2 shows the Design Services Task estimated cost per project.

**Table 3: Design Services**

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

**Notes on Design Services**

- (1) **Project Construction Cost Range** represents the cost range under which projects funded through the SIH-MIT is expected to fall.
- (2) All costs to be proposed for design services shall be under the assumption of a Project Category 2 as set forth in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the College of Engineers and Land Surveyors of Puerto Rico (**CIAPR**).
- (3) The Contractor will be compensated for each project's design services based on the actual construction cost and under which Project Construction Cost Range such actual construction costs fall. The Contractor's compensation for each project's design will also be dependent on the actual Project Category as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR. To establish compensation for Project Categories 1, 3, 4, and 5 the following will apply:
- a. For Project Category 1 the proposed costs of the Contractor will be multiplied by a factor of 0.8 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - b. For Project Category 3 the proposed costs of the Contractor will be multiplied by a factor of 1.10 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - c. For Project Category 4 the proposed costs of the Contractor will be multiplied by a factor of 1.20 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
  - d. For Project Category 5 the proposed costs of the Contractor will be multiplied by a factor of 1.30 as established in the Manual for Professional Practices and Guidelines for the Compensation of Professional Services of the CIAPR.
- (4) Design services costs include all tasks and services associated with each subtask, including costs associated to Subtask 3.2.6: Permitting, as included in the Scope of Work. The cost must include all

expenses, including incidental, taxes, profit, as well as any other administrative costs associated with the services. For the purpose of clarity, the cost of mandatory fees of the CIAPR, permit taxes (*aranceles*), and permit application fees, among other costs or fees established by law or regulation are not included as part of the Design Services. These costs will be reimbursed to the Contractor, at cost, through the allowance for Task 3.5: Reimbursable Expenses.

**Environmental Task**

**Table 2** shows the Environmental Task estimated unit cost per project.

**Table 4: Environmental**

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

**Notes on Task 3.3: Environmental**

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

**Additional Services (Allowance)**

**Table 2** shows the Additional Services for the SIH-MIT and SIH Programs. Some projects may require additional services, surveys, studies, and tests for the Contractor to deliver a complete and thorough design. These are considered Additional Services by PRDOH. Estimated amounts of allowances for SIH-MIT and SIH Programs is depicted in the table below.

**Table 5: Additional Services**

Additional Services Allowance	Allowance Amount
SIH-MIT Program	\$2,600,000.00
SIH Program	\$50,000.00
<b>Total Additional Services Allowance</b>	<b>\$2,650,000.00</b>

Whenever Additional Services are required, the Contractor shall develop an Additional Service Work Plan, including a justification of need for the service, the scope of work, the credentials of

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

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

**Reimbursable Expenses**

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

**Table 6: Reimbursable Expenses**

Reimbursable Expenses Allowance	Allowance Amount
SIH-MIT Program	\$529,000.00
SIH Program	\$50,000.00
<b>Total Reimbursable Expenses Allowance for SIH-MIT and SIH</b>	<b>\$579,000.00</b>

The Puerto Rico Department of Housing (**PRDOH**) reserves the right to re-distribute the amounts shown above if benefits the Programs successful implementation without modifying the Total Contract Cost Awarded. The PRDOH may evaluate the need for re-distribution, and if determined the redistribution is in benefits of the Programs and the available balance of funds is validated, the PRDOH will provide written confirmation. Until the written confirmation is submitted by the PRDOH, the redistribution cannot be considered as authorized. A re-distribution of funds, as described here shall be considered binding and will not require an amendment to this contract.

**END OF DOCUMENT**

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ATTACHMENT D

PERFORMANCE REQUIREMENTS

ARCHITECTURAL, ENGINEERING AND MANAGEMENT SERVICES

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

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

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

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

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

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Environmental Review	Obtain environmental clearance through an Environmental Review (as required by 24 CFR Part 58) of the proposed activities for the project.	As agreed between the PRDOH and the Contractor for each specific project.	<ul style="list-style-type: none"><li>• All required documentation to accomplish the Environmental Review process.</li><li>• Prepare draft notices as required by the LOERD and following PRDOH's procedures.</li></ul>

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

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

**Integra Design Group, PSC**

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

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

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

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



MG Perez Rosado & Asocialdos	Mildred Gisela Pérez, PE	Electrical Engineering Consultant	\$80,000.00
MGV Geotechnical Group, PSC	Marcus García, PE	Geotechnical Engineering Consultant	\$175,000.00
Jaca & Sierra Engineering, PSC	Luis Sierra Pérez Rommel Cintrón Aponte Manuel Candelaria Cosme	Geotechnical Engineering Consulatant	\$225,000.00
FS Surveying LLC	Fernando Santiago Nivea M. Jiménez	Topographic and surveying services	\$130,000.00
Alex Hornedo Robles & Assoc., PSC	Alex Hornedo, PLS, PE	Topographic and surveying services	\$60,000.00
Capta, PSC	Jorge C. Díaz, PLS	Topographic and surveying services	\$75,000.00
Nortol Environmental & Occupational Safety Inc.	Norma Torres Lebrón	Hazardous Material Consultants	\$95,000.00

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

**Not Applicable**

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

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


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

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

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

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

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 13 day of June of 2023.

  
\_\_\_\_\_  
Signature

6/13/2023  
\_\_\_\_\_  
Date

Carlos Baez Dotel  
\_\_\_\_\_  
Printed Name

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

The CONTRACTOR certifies that:

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

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

  
Signature

6/13/2023  
Date

Carlos Baez Dotel  
Printed Name

President  
Position

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