



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment A

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

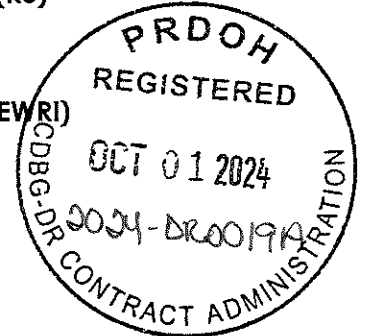
### AMENDMENT A TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3) BLUE ROOF REPAIR PROGRAM (BRR) SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF-MIT) HOME ENERGY AND WATER RESILIENCE INSTALLATIONS (CEWRI-HEWRI) AND INCENTIVE SUBPROGRAMS (CEWRI-IP)

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING

AND  
YATES-BIRD L.L.C.

Contract No. 2024-DR0019

Amendment A Contract No. 2024-DR0019A



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This **AMENDMENT A TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES HOME REPAIR, RECONSTRUCTION OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR), SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF-MIT), HOME ENERGY AND WATER RESILIENCE INSTALLATIONS (CEWRI-HEWRI) AND INCENTIVE SUBPROGRAMS (CEWRI-IP) (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 27 of September, 2024, 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 LPR § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **YATES-BIRD L.L.C. (CONTRACTOR)**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices in Urb. Altamesa 1307, San Alfonso Ave., San Juan, Puerto Rico, herein represented by Eduardo Jose Pardo Vega, in his capacity as Authorized Representative, of legal age, engineer, married, and resident of Guaynabo, Puerto Rico, duly authorized by Corporate Resolution issued on July 7, 2022; collectively, the "Parties".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on October 3, 2023, PRDOH and the CONTRACTOR entered into an Agreement for Construction Management Services for the Home Repair, Reconstruction or Relocation Program (**R3**), Blue Roof Repair Program (**BRR**), Single-Family Housing Mitigation Program (**SF-MIT**), Home Energy and Water Resilience Installations (**CEWRI-HEWRI**) and Incentive Subprograms (**CEWRI-IP**) under the CDBG-DR/MIT Program, registered under Contract No. 2024-DR0019, for a maximum amount not to exceed **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**; from **Account Number:** mith07sfh-doh-lm 6090-03-000; mith07sfh-doh-lm 6090-62-000; and r02h07rrr-doh-lm 6090-03-000, ending on October 2, 2026 (**Agreement** or **Contract**).

**WHEREAS**, the Parties agreed to include in the Agreement the appearance and signature of **JORGE L. SALA MORALES** and **ROSSI LUGO ARCHITECTURE L.L.C. (SUBCONTRACTORS/DESIGN PROFESSIONALS)**, the subcontractors responsible for the design phase, to comply with the standards of the professions covered by Act No. 173 of August 11, 1988, as amended, 20 LPR § 711, et seq., known as the "Puerto Rico Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects Act".

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**WHEREAS**, as per Article XLIII 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.

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**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.

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**WHEREAS**, on January 11, 2020, the Governor of Puerto Rico requested an expedited major disaster declaration from the President of the United States as a result of the continuous seismic activity on the Island. The President declared an emergency under the Stafford Act on January 7, 2020, which initially authorized assistance for emergency protective measures. On January 16, 2020, the President signed the major disaster declaration DR-4773-PR authorizing the Federal Emergency Management Agency (**FEMA**) to provide aid for Individual Assistance (**IA**) and Public Assistance (**PA**) in the designated areas, and Hazard Mitigation throughout Puerto Rico. Additionally, the major disaster declaration authorized Small Business Administration (**SBA**) Disaster Loans. Responsibility for PA administration was delegated to the Central Office of Recovery, Reconstruction, and Resiliency (**COR3**).

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**WHEREAS**, on January 2021, HUD published the Federal Register Notice Vol. 86, No. 3 (January 6, 2021), 86 FR 569, which allocated a total of \$85,291,000 in CDBG-DR funds to multiple grantees appropriated by the Additional Supplemental Appropriations for Disaster Relief Act. The Commonwealth of Puerto Rico was allocated a total of \$36,424,000. As per the Federal Register 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were the HUD-identified Most Impacted and Distressed (**MID**) areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence.

**WHEREAS**, on February 2022, HUD published the Federal Register Notice Vol. 87, No. 23 (February 3, 2022) known as Consolidated Notice, 87 FR 6364, which allocated a total of \$184,626,000 in CDBG-DR funds to Puerto Rico for major disaster declarations DR-4773-PR (2019-2020 Earthquakes Sequence) and other disasters. As per 87 FR 6364, the Municipalities of Guánica, Ponce, Yauco, Guayanilla, Peñuelas, and Lajas were the HUD-identified MID areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence and other disasters.

**WHEREAS**, each party represents that the person executing this Amendment 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, 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.

### III. SCOPE OF AMENDMENT

To allow the CONTRACTOR to provide Construction Management Services to homeowners affected by earthquakes, PRDOH has determined that an amendment to the Agreement is necessary. As such, the Parties agree to expand the scope of services under the Agreement to include homeowners impacted by the 2019-2020 Earthquake Sequence and to increase the budget by adding additional funds to account for the expected rise in services due to the inclusion of assistance for those applicants.

To facilitate this expansion, **Attachment B** (Scope of Work) will be replaced to reflect the broadened scope, enabling the CONTRACTOR to serve homeowners impacted by the earthquakes. Consequently, Amendment A will increase the Agreement's budget by **TEN MILLION DOLLARS (\$10,000,000.00)**, raising the total to **THIRTY-FIVE MILLION DOLLARS (\$35,000,000.00)**, to cover services under the Earthquakes Allocation. As such, **Attachment C** (Compensation Schedule) will be amended to reflect the budget increase. It is important to note that even with the budget increase in Amendment A, the unit price list and costs have not changed.

Lastly, **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification) and **Attachment K** (Non-Conflict of Interest Certification) are being replaced with updated versions. This Amendment A does not modify the contract's term.

### 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 **THIRTY-FIVE MILLION DOLLARS (\$35,000,000.00)**: Account Numbers: **m1th07sfh-doh-lm 6090-03-000; m1th07sfh-doh-lm 6090-62-000; r02h07rrr-doh-lm 6090-03-000; eqh03hrr-gnc-lmi 6090-01-000; eqh03hrr-yau-lmi 6090-01-000; r02eqh03hrrgyllm 6090-01-000; r02eqh03hrrlajlm 6090-01-000; r02eqh03hrrmaylm 6090-01-000; r02eqh03hrrpenlm 6090-01-000 and r02eqh03hrrponlm 6090-01-000.***

B. The Parties agree to amend **Article XV. INSURANCE**, Paragraph **A**, as follows:

#### A. Required Coverage:

[...]

PRDOH will execute this Agreement conditioned to the submission, within thirty (30) days from the assignment of tasks under the CDBG-DR Earthquake allocation, of the following insurance policies:

- Commercial General Liability
- Builder's Risk
- Umbrella
- Payment & Performance Bond

*Failure to comply with the submission of the aforementioned insurance may result in the termination of the Agreement.*

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- C. A revised **Attachment B** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment B** (Scope of Work). **Attachment B** (Scope of Work) will be amended to enable the CONTRACTOR to offer services to homeowners impacted by the earthquakes. (**Attachment I** of this Amendment A).
- D. 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) will be amended to reflect a budget increase required to enable the CONTRACTOR to offer services to homeowners impacted by the earthquakes. (**Attachment II** of this Amendment A).
- E. An updated **Attachment F** (HUD General Provisions) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment F** (HUD General Provisions). (**Attachment III** of this Amendment A).
- F. An updated **Attachment G** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment IV** of this Amendment A).
- G. An updated **Attachment K** (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 K** (Non-Conflict of Interest Certification). (**Attachment V** 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 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 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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**VIII. SUBROGATION**

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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, if due to CONTRACTOR negligence, the CONTRACTOR shall promptly return any and all funds to PRDOH, that are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compliance. 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.

**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. 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

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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.

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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.

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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.

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**XIV. 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.

**XV. 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 and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, 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.

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

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<div>JLSM</div> <div>JLSM</div>	<div>William O. Rodríguez Rodríguez</div> <div>William O. Rodríguez Rodríguez (Sep 27, 2024 17:26 EDT)</div>	<div>Eduardo J Pardo</div> <div>Eduardo J Pardo (Sep 17, 2024 08:59 EDT)</div>
<div>FLA</div> <div>FLA</div>	<div>William O. Rodríguez Rodríguez, Esq.</div> <div>Secretary</div>	<div>Eduardo J. Pardo Vega, PE</div> <div>Authorized Representative</div>
<div>WRR</div> <div>WRR</div>		

<div>JORGE L. SALA MORALES</div>	<div>ROSSI LUGO ARCHITECTURE L.L.C.</div>
<div>Jorge Sala</div> <div>Jorge Sala (Sep 19, 2024 17:43 EDT)</div>	<div>Fernando Lugo</div> <div>Fernando Lugo (Sep 21, 2024 07:32 EDT)</div>
<div>Jorge L. Sala Morales</div>	<div>Fernando Lugo Agudo, AIA, LEED AP</div> <div>Managing Partner</div>



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Attachment I

### ATTACHMENT B SCOPE OF WORK

#### Request for Proposals

#### Construction Management Services

#### Home Repair, Reconstruction or Relocation Program

#### Blue Roof Repair Program

#### Single-Family Housing Mitigation Program

#### Community Development Block Grant – Disaster Recovery & Mitigation Programs

#### Puerto Rico Department of Housing

#### CDBG-DRMIT-RFP-2022-07

#### (Revised for Amendment A)

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This document defines the construction management tasks that the Proposers must perform in order to support the Puerto Rico Department of Housing (**PRDOH**) in the implementation of the Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**), under the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. The PRDOH reserves the right to retain construction management services of some of these programs internally and to select more than one Construction Manager (**CM**). Selected Proposers may be required to work on some or all of these Programs as requested by PRDOH.

A description of the Housing Sector CDBG-DR, CDBG-DR earthquakes and CDBG-MIT Programs is included in the Action Plans approved by the U.S. Department of Housing and Urban Development (**HUD**), available at <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/>, <https://cdbg-dr.pr.gov/en/download/1st-action-plan-amendment-substantial-for-the-2019-2020-earthquakes-dr-4473-pr-and-2020-tropical-storm-isaias-dr-4560-pr-response/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>. A general description of the Programs is included below:

1. **Home Repair, Reconstruction, or Relocation Program (R3 Program)** - provides funding to repair damaged homes or rebuild substantially damaged homes in-place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in the same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000 as confirmed through program inspection, or if a feasibility analysis determines that reconstruction is required. The relocation venue provides homeowners with substantially damaged homes located in high-risk areas an opportunity to relocate to a safer location. The R3 Program will be implemented under the CDBG-



DR funds. **The services to be provided will cover the R3 Programs from the CDBG-DR allocation and CDBG-DR earthquake allocation.**

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2. **Blue Roof Repair Program (BRR Program)** - provides funding to owner-occupied single-family homes which remain with a blue roof tarp (blue roof) for weather protection as a result of hurricanes Irma and/or María in Puerto Rico. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The BRR Program will be implemented under the CDBG-DR funds.
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3. **Single-Family Housing Mitigation Program (SF-MIT Program)** – provides funding and mitigation assistance to households in Puerto Rico that face a risk of immediate threat. The Program will provide risk-based resiliency and mitigation measures to owner-occupied residences that have been identified as uninhabitable, substantially damaged, and/or deemed as an immediate threat by a program-performed Property Risk Assessment. The Program shifts focus from previous Disaster Recovery efforts by minimizing future loss and not having storm-related damage as a requirement. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The SF-MIT Program will be implemented under the CDBG-Mitigation funds.

The PRDOH anticipates awarding the contract for an initial term of three (3) years. The PRDOH may, at its sole discretion, extend the contract term for **two (2) optional one (1)** year extensions upon mutual written agreement of the parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

#### 1. PRDOH's Reservation of Rights:

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the Public Interest.

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- (iv) PRDOH shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
  - (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
    - a. Funding is not available.
    - b. Legal restrictions are placed upon the expenditure of monies for this category.
    - c. PRDOH's requirements in good faith change after the award of the contract.
  - (vi) To require additional information from all suppliers to determine the level of responsibility.
  - (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the proposer, regardless of their inclusion in the reference section of the proposal's submittal.
  - (viii) To contract with one or more proposers or the cancellation of this RFP.
  - (ix) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.
  - (x) To modify the quantity of the listed items and/or services during the term of the contract in compliance with policies and procedures.

## 2. Overview

The PRDOH is issuing this Request for Proposal (**RFP**) to procure highly qualified and skilled architecture and engineering (**A&E**) designers and contractors to provide Construction Management Services for the R3, BRR and/or SF-MIT Programs and serve the Program(s) as a design-build, single source responsibility entity. It is expected the Selected Proposers will be prepared to invest considerable resources and efforts as related to the site walks, scope of work development, technical studies, survey, design, permitting, abatement, demolition, rehabilitation (either repair or repair/retrofit), and new construction of single-family dwelling units as specified and described in the Action Plan(s), in a short period of time. The Proposers must understand and align with the CDBG-DR and CDBG-MIT Federal Register Notices<sup>1</sup>, Action Plans, Program Guidelines, national objectives, eligible/ineligible use of funds, guidelines, and policies. Proposers must be familiar with the Department of Housing and Urban Development (**HUD**) latest policy objectives, plan alignment, glossary, acronyms, policies, guidelines, and design standards applicable to the Scope of Work (**SOW**) of this RFP. The Proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

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<sup>1</sup> Federal Register Notices for the CDBG-DR and CDBG-MIT are published in the corresponding websites at <https://cdbg-dr.pr.gov/en/resources/federal-register/> and <https://cdbg-dr.pr.gov/en/download/federal-register/> respectively.

The Construction Managers will be an integral part of the Program(s) and will be required to work in harmony with other stakeholders such as PRDOH, Grant Management, Program Managers, as well as other staff and contractors retained by the PRDOH for the implementation of the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, completion of all tasks assigned under the contract and to provide applicants the highest customer service standards.

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The Contract(s) will be awarded to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The SOW presented is based upon circumstances existing at the time of its release. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. Upon Contract execution, the Construction Managers may be required to work outside of normal business hours to accommodate for the Program(s) goals, production, and operational needs (i.e. weekends or evenings).

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The PRDOH will outsource Program Management (**PM**) services for the implementation and the everyday administration of the program, projects, and case management. The PM will be responsible for the Construction Managers' contract management administration, control, regulatory and statutory compliance oversight. The Program Managers will also be responsible for the development of Environmental Review Records (**ERR**) and inspection of all construction works for the Program(s), and others.

### **3. Construction Management**

The Construction Managers are expected to strengthen the Program(s) by providing their experience, technical knowledge, and expertise for the successful implementation of the Program(s). As consequence, the Construction Managers are expected to efficiently operate as a design-build team for the correctness, completeness, compliance, and systematic project completions in a time accelerated environment.

#### **3.1. General Objectives**

The objectives for the Construction Managers include but are not limited to the safe evaluation and completion of projects on time, budget, quality, and compliance with, federal, state, local laws, statutory, regulations, requirements, and standards. This includes but is not limited to the following:

- Reduce the amount of time and increase the production of assigned applications;
- Provide practical, feasible and cost reasonable design solutions;
- Control cost and reduce Program(s) budget overruns;

- Provide, implement and administer the Quality Plan and optimize quality assurance of the services and goods being provided;
- Provide, implement, and administer the Project Safety Plan and complete projects safe and healthful manner;
- Methodically optimize project completions and expedite the close-out process of projects;
- Comply with green building initiatives and checklist;
- Ensure Program(s) expenditure of funds are related to the corresponding objectives such as "tie-back to storm" for CDBG-DR R3 and BRR Programs and "mitigation unmet need" for CDBG-MIT SF-MIT Programs.
- Identify and reduce the risks and legal burden to PRDOH, Program(s) and its representatives;

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### 3.2. Duties and Responsibilities

Duties and responsibilities of Construction Managers include, but are not limited to, the following:

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- Obtaining and evaluating the documents and information of the initial assessment phase in preparation to the scope site walk, scope of work development and a potential Grant Award to Program(s) applicants. Identify specific concerns that could affect the Initial Project Intent;
- Performing a scoping site walk and developing an initial scope of work (scope report);
- Participating in the Program(s) Grant Agreement process with Program Managers representatives and applicants.
- Obtaining and evaluating copies of the Environmental Review Record information in preparation to the design, construction documents, permitting process and other related activities. Identifying specific concerns that could affect the Initial Project Intent;
- Performing the Asbestos Containing Materials (**ACM**), Lead-based Paint (**LBP**) materials, assessment, testing and report;
- Providing the ACM and LBP reports to the applicants, as needed;
- Providing the construction documents, corresponding permits for abatement, demolition, and construction activities, when required;
- Safely, timely, organized, and efficient completion of the Program(s) assigned Task Orders;
- Providing the highest level of service to the applicants, Program(s) representatives and PRDOH;
- Maintain overall project administration, production, control and responsibility, including Subcontractors management.

- Providing the PRDOH, Program(s) representatives and applicants the highest customer service standards.

### 3.3. Construction Manager Levels

Construction Managers will be divided into Levels based on their financial capacities and experience in projects.

#### 3.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with greater financial capabilities which are able to operate and concurrently perform and complete extraordinary amounts of work within a larger geographical area. Level 1 Construction Managers:

- Initially may be assigned to geographical regions (group of municipalities), at the discretion of PRDOH;
- Can work one or more regions at any given time as requested by the Program(s);
- Will have a higher financial, operational, and technical capacity, which enable them to work and complete a greater volume of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a greater volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Staff Personnel to the greatest extent possible;
- Will engage and cooperate with the local communities, municipalities, and governmental officials;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

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### 3.3.2. Level 2 Construction Managers

Level 2 Construction Managers will be those with moderate financial capabilities which are able to operate, concurrently perform and complete moderate quantities of work within adjacent groups of municipalities. Level 2 Construction Managers:

- May be initially assigned to work within adjacent groups of municipalities;
- May be initially assigned to adjacent municipalities from the locations of their headquarters to reduce the risk of over-extending their operations;
- Additional municipalities may be assigned if requested and approved by PRDOH;
- Will have moderate financial and operational capacity, which enable them to work moderate quantities of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a moderate volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Staff Personnel to the greatest extent possible;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

## 4. Staff and Subcontractors

This Section details minimum Key Staff Personnel that will be required from the Construction Managers to perform the tasks required for the Program(s). All subcontractors performing abatement, demolition and construction activities under the Program(s) will be managed, administered, evaluated, controlled by the Construction Managers, and approved by the PRDOH or its representatives. Under no circumstance work shall be performed by a subcontractor that is not approved by PRDOH. Construction Managers performing non-compliant work may be subject to unnecessary risk, legal

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exposure, and other actions by the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, and completion of all tasks assigned under the Contract.

#### 4.1. Staff Requirement

The Construction Manager must retain and maintain over the life of the contract or until requested by PRDOH, the Key Staff Personnel. All Key Staff Personnel resources must be physically located in Puerto Rico. The PRDOH expects the Selected Proposers to provide competent and qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard, following the code of ethics and/or irregularities that may result in an unnecessary legal burden to the PRDOH, the Program(s) or its representatives. No Key Staff Personnel may be assigned to the resulting contract without the written consent of the PRDOH. Key Staff Personnel currently performing on the R3 Program may be proposed as part of the Key Staff Personnel under this RFP. Key Staff Personnel currently performing on other CDBG-DR or CDBG-MIT Programs may not be submitted as part of this RFP.

#### 4.2. Key Staff Experience and Qualifications

The Proposers must provide detailed information and demonstrate the minimum requirements of the Key Staff Personnel to be assigned to the Program(s), including degrees, certifications, licenses, and years of relevant experience. The PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (**MWBE**). As part of the qualifications, the Proposers must include detailed information regarding their financial, administrative capacity, design, and construction experience (in similar projects), personnel, consultants, equipment, software capabilities, document controls, safety record keeping, and quality control procedures.

##### 4.2.1. Senior Project Manager

The resource assigned as the Senior Project Manager position must have a bachelor's degree from an accredited institution, experience in design-build projects, and at least ten (10) years of experience as project manager on construction projects.

The Senior Project Manager must possess academic, technical, and practical knowledge of program management, regulatory compliance, construction, and statutory compliance of similarly complex programs. Should be fluent in English and Spanish languages. This resource will be the main point of contact between the PRDOH and the Construction Management firm. Will be available on-call and attend Program(s) status, production, and progress meetings. The Senior Project Manager responsibilities include

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but are not limited to formulating, organizing, and monitoring the overall performance of the logistics and operation; defining objectives, strategies and monitoring the overall performance of projects; making decisions to accomplish the Program(s) objectives; strategizing to meet Program(s) production goals and requirements; coordinating cross-phases activities to promote and obtain overall efficiencies; leading, guiding and evaluating other Key Staff Personnel and their performance; monitoring and managing the master schedule of projects; developing, pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of overall progress of Task Orders; managing and controlling the Construction Managers budget, contract amount, and bonding capacity; identifying and allocating resources to the organization according to the Program(s) operational needs and work load; proactively evaluating and identifying trends, patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting operational efficiency; leading and promoting efficient communication strategies among Key Staff Personnel, design, permitting, construction and all support teams; promoting a customer, client service and steward oriented environment; preparing and explaining the executive performance reports to the PRDOH and its representatives; promoting practical, feasible, cost reasonable design solutions to complete the work of applicants homes in a time efficient manner; promoting ethical behaviors and work ethic within the organization; evaluating, implementing, identifying and taking the corresponding actions related to Anti-Fraud Waste, Abuse or Mismanagement (**AFWAM**) within the different teams, support areas, staff, subcontractors providing work, goods and services to the organization; assuming responsibility for the organization, teams, support staff and its subcontractors; any other function required to support the success of the Program(s).

The Senior Project Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program, as contracted.

#### **4.2.2. Lead Design Manager**

The resource assigned as the Lead Design Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the Puerto Rico College of Architects and Landscape Architects (**CAAPPR** for its Spanish acronym) and/or the Puerto Rico College of Engineers and Land Surveyors (**CIAPR** for its Spanish acronym); active registration in the Department of State of Puerto Rico; at least ten (10) years of experience as design

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manager in the construction industry and at least five (5) years of experience in the design of housing or residential projects.

The Lead Design Manager shall work under the direct supervision of the Senior Project Manager to control the site planning, design, and production of the projects. The Lead Design Manager shall meet regularly with the Senior Project Manager and Construction Manager to communicate trends, patterns and identifying overall strategies, design efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving feasible and cost reasonable design solutions; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects schedule and production, particularly to those activities related to the design phase; communicating and informing any project schedule deviation and impact to the Senior Project Manager and Lead Construction Manager; assigning tasks and managing the design team's personnel; identifying and allocating resources for the design phase production; owning and pursuing outstanding design issues until resolved; promoting inter-team communication and keeping all the design team informed; managing the staff and group leaders of the design team; coordinating and communicating with stakeholders and consultants' to ensure on-time delivery of design tasks and deliverables such as, schematic design, design development, construction documents, permitting process, submittals, request for information, supplementary drawings, as-built documents, occupancy permit requirements, applicable codes, regulations and green building standards; evaluating and complying with Environmental Review Record; providing and complying with the State Historic Preservation Office (**SHPO**), permitting agency(ies), any other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Construction Manager as the subject matter expert and design expertise; assisting the Senior Project Manager in risk management for the design and/or permitting process; assisting the Senior Project Manager in the evaluation of the design team staff and performance; assisting the Senior Project Manager controlling the budget for the design phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard for the design phase; coordinating the design team site visits and reporting to ensure adherence to the project intent, quality standards and Quality Plan; ensuring compliance of the projects requirements related to the Program(s) requirements and contract; developing and pursuing deadlines, and production goals; coordinating components of projects to ensure on-time delivery of Task Orders and projects; proactively evaluating, identifying trends and patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Construction

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Manager, design, permitting, construction and support teams; assuming responsibility for the product of the design team; promoting practical, feasible, cost reasonable design solutions to provide applicants homes in a timely manner; promoting ethical behaviors and work ethic within the design team; evaluating, implementing, identifying and taking the corresponding actions related to AFWAM within the different team, staff, support areas and subcontractors providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors (when applicable); any other function required to support the success of the Program(s).

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The Lead Design Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; they must possess academic, technical proficiency, and practical knowledge in site planning, architectural design, applicable codes, regulations, standards, sustainable design, green building requirements and compliance; shall possess contract, scope of work, budget, production, design and cost reasonableness knowledge and team management skills; must pursue the overall scope and design efficiency of design solutions in a time accelerated environment; and shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program as contracted.

The Construction Management Firm's Architect of Record (AOR) is not required to be the Lead Design Manager. The medullar responsibilities of the Lead Design Managers include administering the production of the design, permitting phase and liaison to support construction activities in pursue to complete projects efficiently. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Design Managers to support the Program(s).

#### **4.2.3. Lead Construction Manager**

The resource assigned as the Lead Construction Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the CAAPPR and/or the CIAPR; active registration in the Department of State of Puerto Rico; at least ten (10) years of experience as construction manager in the construction industry and at least five (5) years of experience in the construction of housing or residential projects.

The Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the projects. The Lead Construction Manager shall meet regularly with the Senior Project Manager and Design

Manager to communicate trends, patterns, identifying overall construction efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving practical, feasible, cost reasonable construction means and methods; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects' schedule, especially in the construction phase, communicating, informing any project schedule deviation, impact to the Senior Project Manager and Lead Design Manager; leading, managing, assigning tasks to the construction team including field superintendents, quality assurance, safety personnel, supervisors, subcontractors, manufacturers, suppliers and others; identifying and allocating resources for the efficient progress of construction activities; owning, pursuing outstanding construction issues until resolved; promoting inter-team communication and keeping all the construction team informed; managing the staff and group leaders of the construction team; coordinating and communicating with stakeholders, designers and consultants to ensure on-time delivery of projects; leading construction tasks such as labor allocation, materials in place, coordination of trades, adherence to Program(s) approved scope of work, Task Order, construction documents, permitting documents, submittals, and applicable codes, regulations, green building standards and others; evaluating and complying with Environmental Review Record; providing and complying with the SHPO, permitting agency(ies) and other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Design Manager as the subject matter expert in the construction phase, means and methods, among others; assisting the Senior Project Manager in risk management of the construction and/or permitting process; assisting the Senior Project Manager in the evaluation of the construction team and support staff performance; assisting the Senior Project Manager controlling the budget for the construction phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard of the construction phase; coordinating the field superintendents, quality control and safety personnel site visits and reporting to ensure adherence to project intent, quality standards, Quality Plan and Safety Plan; ensuring compliance of the projects requirements and design intent as related to the Program(s) requirements, contract and scope of work; developing and pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of Task Orders; proactively evaluating and identifying trends, patterns to manage and reduce the risks of projects; analyzing the performance, quickly adapting, resolving areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Design Manager, design, permitting, construction teams and support areas; assuming responsibility of the construction team production; promoting practical, feasible, cost reasonable construction solutions to complete applicants homes in a timely manner;

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promoting ethical behaviors and work ethics within the construction team; assigning, administering and controlling the abatement, demolition, construction activities; monitoring, administering, enforcing field superintendents and subcontractors performance, best practices, procedures and reporting issues; assigning field superintendents according to geographical areas, technical expertise, project complexity; determining the amount of field superintendents site visits and intervals to all construction projects; implementing, identifying and taking the corresponding actions related to AFWAM within the construction team, support staff, subcontractors and suppliers providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors; any other function required to support the success of the Program(s).

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The Lead Construction Managers shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work. The responsibilities include the administration of the construction phase production, quality control and pursue project completions. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Construction Managers to support the Program(s).

#### **4.3. Organizational and Staffing Plan**

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by the Proposer or a subcontractor), profession, position, rank, and relationship of the personnel performing any Construction Management services or plan to work on the Program(s). The Proposers' organization and staffing plan shall specifically include the roles, and responsibilities of each Key Staff Personnel and support areas to the Program(s), their planned level of effort, anticipated duration of involvement, and on-site availability.

This includes but is not limited to the Principal, Senior Project Manager, Lead Design Manager, Lead Construction Manager, and support personnel that will be performing site visits, initial scope reports, surveys, geotechnical studies, architectural, civil, structural, mechanical, electrical design, permitting, field superintendents, quality control supervision, safety officers, customer service representative and any other staff involved in the logistics and operation of the Construction Management Firm. The organizational and staffing plan must clearly depict hierarchy, relationships and promote overall efficiency to complete applicant homes efficiently, in a timely manner and reducing unnecessary delays.

## 5. Deliverables and Milestones

The Proposers and those deemed as "**Qualified Proposers**" and contracted by PRDOH are responsible to complete the specific activities and task for the Program(s) as described in this document. These deliverables must be produced in a timely manner and due diligence. The PRDOH or its representatives could modify (reduce or expand) these deliverables, as required by the PRDOH goals, operational needs and/or Program(s) budget. The design deliverables for a rehabilitation (repair) Project Intent will require the deliverables commencing in Section 5 of this document. The design deliverables for a replacement model home will require three phases of design (conceptual design, design development and construction documents), described in the corresponding Sections of this document.

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### 5.1. Design Deliverables for Replacement Model Homes

The PRDOH will require three (3) phases of design deliverables for replacement model homes, implemented under the reconstruction venue of the Program(s). The first phase of design deliverable is the Conceptual Design which will be submitted by the Proposers as part of the RFP submission package with the design of a single-story 2-bedroom and a two-story 2-bedroom model home. Upon contract execution the Construction Managers must submit the remaining model home variations conceptual design with the requirements described in the corresponding section of this document. The second phase of design deliverables is the Design Development which will be provided upon the approval of the conceptual design model home variations by PRDOH.

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The third phase is the Construction Documents upon implementation of the Program(s) and an issued Task Order, (refer to Section 7 of this document). The deliverables of Phase III (Construction Documents) shall be performed by the Construction Managers during the implementation of the Program(s) and prior a Notice to Proceed.

#### 5.1.1. Conceptual Design (Phase I)

Proposers must submit all the necessary information to clearly explain the proposed design intent. Design feasibility, cost reasonableness, ease of construction and time efficiency are highly important concepts in the Program(s). The proposed designs shall comply with the Program(s) Minimum Architectural and Design Standards (**Attachment 5** of this RFP) and the Construction Managers Selected Green Building Standard.

##### 5.1.1.1. Narrative

The Proposers shall submit a technical narrative for the model homes which, additionally to describing the overall design intent, set forth:

1. Innovation in design;

2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality; and
11. Design strategies to promote cost reasonableness and efficiency.
12. Any necessary strategies to meet the criteria and designated budgets set forth in this Scope of Work.

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#### **5.1.1.2. Drawings**

The Proposers shall provide the conceptual architectural design drawings for the proposed model homes. The model home design will be illustrated in floor plan, roof plan, four (4) elevations, and two (2) sections drawings (transversal and longitudinal sections). The drawings shall include the following minimum information:

1. Model home type;
2. Model home total square feet and its distribution amongst the different spaces;
3. Name and square feet area of each space (including but not limited to front porch, kitchen, living/dining area, bedrooms and others);
4. General and partial dimensions; and
5. Graphic scale.

A "flat lot" will be used as a hypothetical condition. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be depicted. The conceptual design drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. These drawings shall be consistent with the narrative, tridimensional color renderings and produced in standard commercial software like AutoCAD® or Revit®.

#### **5.1.1.3. Renderings**

The Proposers shall provide tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and kitchen area. The renderings shall be consistent with the narrative and drawing submission and produced

in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

#### 5.1.1.4. Document Format

The conceptual design pamphlet shall be submitted in hardcopy in high resolution and a digital copy shall be provided in PDF format. The pamphlet shall include the narrative, drawings, and renderings in a 11x17 tabloid/landscape format. Digital files must be provided in a flash drive. The pamphlet will have the following order:

1. Cover page;
2. Design narrative;
3. Architectural drawings; and
4. Tridimensional color renderings.

#### 5.1.1.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). Upon contract execution, the Proposers shall provide the conceptual design deliverables for the model home variations within the following timeline:

- Conceptual Design deliverables for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) To be submitted within **thirty (30) calendar days** from contract execution.
- "ADA" features and details shall be submitted as part of each model home submission.
- Upon the Program Managers and PRDOH approval of the architectural conceptual designs, the Construction Managers design team will continue with the Design Development (Phase II) deliverables.

For design and construction efficiency, the Construction Managers' AOR shall elaborate the design solutions in such a way that model homes are readily adaptable to accommodate "ADA" details and features. These shall comply and graphically depict the applicable 2010 ADA Standards for Accessible Design<sup>2</sup>.

Proposers may submit model homes (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) with the corresponding details and features ("Standard", "ADA", three (3) "façade variations" and "Stylistic Options") in a single set of documents. The corresponding "blow-up" plans, sections, elevations, and details shall be specified, differentiated, and clearly depicted.

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<sup>2</sup> Refer to the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved".

### 5.1.2. Design Development (Phase II)

The Construction Managers will submit a detailed, coordinated design development package of all the model homes and include the architectural, structural, mechanical, and electrical disciplines. Construction Managers must submit all the necessary information to clearly explain the proposed design intent. During this phase the Construction Managers will provide a narrative, coordinated set of drawings, technical specifications, submittals, tridimensional color renderings, detailed cost breakdown, and upon approval by the Program Managers and PRDOH each model home shall obtain the "Plano Seguro" approved by the Office of Permit Management (known in Spanish as "Oficina de Gerencia de Permisos". **OGPe**, for its Spanish acronym). The design development package must comply with the applicable codes, regulations, selected Green Building Standard and Program(s) Minimum Architectural and Design Standards.

#### 5.1.2.1. Narrative

The technical narrative shall be provided for each of the model home and shall elaborate on the following topics:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality;
11. Design strategies to promote cost reasonableness and efficiency;
12. Design strategies for material use, efficiency and durability;
13. Overall design strategies and construction techniques to complete the site work with practical, feasible and cost reasonable solutions. This description shall include the design and construction of site elements such as shear walls, foundation walls, retaining walls, earthwork, grading, berms, permaculture, elevated structures, and others;

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14. Innovation, design strategies, construction, and installation techniques for photovoltaic with battery storage and water storage systems; and
15. Innovation, design strategies, construction, installation techniques for septic systems, including but not limited to alternate septic systems and technologies, when required.

#### 5.1.2.2. Drawings

The Construction Managers shall provide a detailed and coordinated set of drawings for all the model homes. The drawings shall include the following minimum information:

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- 1) Title sheet (including index of drawings, architect of record and consultants' information, stamped and sealed in each discipline);
- 2) Architectural floor plan, roof plan, reflected ceiling plan, exterior elevations (including three (3) façade variations), sections (shall illustrate interior elevations), kitchen, bathroom & laundry (blow-up plans and elevations), doors/window types, hardware, details, assemblies, and schedules. Kitchen, bathroom, laundry, paint, finish, rough-in installation, appliances, equipment schedule and notes. The information requested in Section 5.1.1.2. of this document shall be included (model home type, total square feet, name, and square feet area of each space, general, partial dimensions, and a graphic scale);
- 3) Architectural drawings of the "ADA" details and features must graphically depict the applicable 2010 ADA Standards for Accessible Design. Particular attention shall be provided to accessibility features including but not limited to turning spaces, clear spaces, clear floor, ground space, maneuvering clearance (forward and parallel approach, toe/knee clearance, protruding objects, unobstructed forward/high forward/side reach clear width of doorways and overall accessibility in kitchen, laundry, and bathroom areas, among others.
- 4) Structural foundation plan, roof structural plan, sections, assembly details, and notes;
- 5) Plumbing layout floor plan, roof drainage plan, water and sanitary isometrics, general notes, details, schedules, solar water heater and water storage system installation details, control/gate valve details, cleanout details, clothes washing machine box details, dryer exhaust details, gas tank detail, and water storage systems and notes; and
- 6) Electrical floor plan, reflected ceiling electrical plan, service drop, photovoltaic with battery storage system installation details, one-line diagram(s), electrical panel schedule, luminaire schedule, notes, telephone & data line diagram, smoke and carbon monoxide detectors line diagram.

A "flat lot" will be used as a hypothetical condition for the elaboration of design Phases I, & II. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be graphically depicted. The design development drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. Refer to Section 14.8 of this document and the Minimum Architectural and Design Standards for photovoltaic system with battery storage and water storage systems requirements. The design development phase may be submitted with these systems depicted and noted "pending site-specific information".

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The design development drawings shall be submitted in 24x36 tabloid/landscape format, (dimensions and the notes scaled accordingly). The hardcopy illustrations must be in high resolution and a digital copy of the drawings will be required in PDF and DWG format. These drawings shall be consistent with the narrative, tridimensional color renderings, technical specifications, submittals, detailed cost breakdown and produced in standard commercial software like AutoCAD® or Revit®.

#### **5.1.2.3. Technical specification**

The technical specifications of all the model homes are required. These specifications will describe as minimum the general requirements, project coordination, reference standards, materials and equipment, product substitutions, project closeout, project record drawings, site work (place holder upon a Task Order), concrete, unit masonry, metals, woods and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, special construction (if applicable), plumbing, electrical and any other applicable divisions. The technical specifications shall be provided in an 8.5x11 letter format in PDF and Word® .doc file as per MasterSpec® divisions.

#### **5.1.2.4. Submittals**

The project submittal package for materials, products and equipment incorporated into the model homes shall be provided as standard procedure, efficiency, and accuracy of projects. The Lead Design Manager, Lead Construction Manager and the corresponding design professionals shall evaluate and approve the proposed submittals that will become part of the stamped and sealed construction documents. The submittal package shall summarize and streamline the administrative work, provide visibility, and serve as a tool for Program(s) inspections.

The model home submittals shall include the cut sheets that identify the manufacturers, specifications and model number, shop drawings with dimensions of such products (i.e. windows, doors, hardware, tiles, paint, finishes, photovoltaic system, water storage system, solar water heater, appliances, and others). The Construction Managers submittal

package will enable an accurate budget, purchase, and lead time for the work and project completion. The project submittals shall be provided in an 8.5x11 letter format in PDF and Word® .doc file.

#### **5.1.2.5. Renderings**

The Construction Managers shall provide color tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and one (1) interior perspective of the kitchen area. The renderings shall be consistent with the narrative and drawing submission, provided in 11x17 tabloid/landscape format, and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

#### **5.1.2.6. Detailed Cost Estimate**

The detailed cost estimate shall be submitted for each model home and must be itemized, including all trades, components, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis. The detailed cost estimate shall include the material, equipment, and labor cost of each component to be incorporated into the work. The detailed cost estimate shall be developed by the Construction Managers and submitted in a Program(s) template, distributed upon contract execution. The document shall be provided in an 8.5x11 letter format both in PDF and XLSX files.

#### **5.1.2.7. Permits and Endorsement**

Upon approval of the design development deliverables, the Construction Managers shall submit, pay, secure, and obtain the OGPe "Plano Seguro" approval for all the model homes as per the corresponding agency(ies) requirements. The Construction Managers may file a single permit for each model home which includes all the model home variations.

#### **5.1.2.8. Documents Format**

The design development drawings shall be provided in physical copies and digital files as described in Section 5.1.2.2. of this document. The design narrative, technical specifications, list of submittals, tridimensional color renderings, detailed cost breakdown and OGPe approved "Plano Seguro" shall be submitted as indicated in the corresponding Sections of this document. Digital files shall be provided in a flash drive and/or web-based platform as requested by the Program(s).

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#### 5.1.2.9. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). The model home design development deliverables shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings, and detailed cost breakdown. The Construction Managers will be responsible for completing the design development deliverables in the following timeline:

- Design Development deliverables for all model homes (single- and two-story) to be submitted within **ninety (90) calendar days** from the "approval" of the Conceptual Design model homes. The order and timeline of submissions will be the following:
  - **First Package:** within **thirty (30) calendar days** of the conceptual design approval: 1 Level & 2 Level - **2 Bedroom** model homes;
  - **Second Package:** within **sixty (60) calendar days** of the conceptual design approval: 1 Level & 2 Level - **3 Bedroom** model homes.
  - **Third Package:** within **ninety (90) calendar days** of the conceptual design approval: 1 Level & 2 Level - **4 Bedroom** model homes.
- **OGPe "Plano Seguro" permit filing:** to be filed within **fourteen (14) calendar days** from the approval of each model home. The filing evidence shall be submitted to the Program(s) as part of this deliverable.
- **OGPe Approved "Plano Seguro":** The approved permit package shall be submitted to the PRDOH and/or its representatives physically and/or in PDF format.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved". This phase will conclude with the Program(s) approved model homes which may be built during Program(s) implementation, an issued Task Order and subsequently a Notice to Proceed.

#### 6. Project Existing Conditions

As the Program(s) experts in design, technical evaluations, studies, permitting and construction, the Construction Managers will perform a property assessment (scope site walk) to validate, confirm the Project Intent and develop an initial scope of work (initial scope report) consistent with the Program(s) eligible activities.

##### 6.1. Scope Site Walk and Initial Scope of Work

The Construction Managers will be responsible to conduct a scope site walk in all the properties upon case assignments. The Construction Managers personnel must assess the

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property accessibility, availability (or lack) of electrical, potable, and sanitary water infrastructure, lot potential, restrictions, limitations, proximity to bodies of water, natural resources, geological formations, or any other relevant information that may limit the proposed activity, including but not limited to evidence of soil erosion, landslide, flood, extreme slopes, and others. In the case that a replacement home is required, the Construction Managers shall confirm and validate if the corresponding model home construction is feasible. In the case of a rehabilitation (either repair or retrofit), the Construction Managers team shall confirm and validate if the proposed activity is practical, feasible and cost reasonable.

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The outcome of this activity is to confirm and validate the Initial Project Intent as identified by the Program Managers, develop an initial scope of work for the Program(s) evaluation. The Construction Managers shall be responsible for completing these activities within **ten (10) calendar days** from the date on which a case is assigned. Once the Program Manager and Construction Manager agree to the Initial Project Intent and scope of work, the Program(s) will notify the applicant. Upon applicant acceptance, a Task Order will be issued to the Construction Manager to continue with the Pre-Construction deliverables.

## **6.2. Task Order & Pre-Construction Deliverables**

Upon an issued Task Order, the Construction Managers will diligently engage its organization to commence and complete the site survey, technical studies, tests, reports, architectural, civil, structural, mechanical, electrical design, and any other activity required for the project design, permitting process and complete these activities with due diligence, efficiently and in a timely manner.

The Construction Managers are responsible for completing the environmental testing of asbestos containing materials, lead-based paint testing and reports:

### **6.2.1. Environmental Testing**

The Construction Managers will perform an inspection and risk assessment for asbestos, lead-based paint, and materials in accordance with federal and state regulatory standards. The personnel and laboratories that will perform the assessments, tests, reviews, and reports must possess all certifications required by the U.S. Environmental Protection Agency (**EPA**), Department of Natural and Environmental Resources (**DRNA**, for its Spanish acronym), HUD, Program(s) policy, federal and Puerto Rico's Environmental Laws and regulations.

### **6.2.2. Asbestos Survey, Testing and Report**

Exposure to asbestos increases risk of developing lung disease. In general, the greater the exposure to asbestos, the greater the chance of developing harmful health effects. Disease symptoms may take many years to develop following exposure. Because of its fiber strength and heat resistance asbestos has been used

in a variety of building construction materials for insulation and as a fire retardant. Asbestos has also been used in a wide range of building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), these fibers may be released into the air by the disturbance of such materials in demolition work, building or home maintenance, repair, and others. The Construction Manager is expected to be fully familiar with Puerto Rico's regulations, and federal regulations which include but is not limited to 40 CFR Part 763 (Asbestos Containing Materials in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Construction Managers personnel that will be performing the surveys, testing, reviews, and reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

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#### 6.2.3. Lead-Based Paint Inspection, Risk Assessment Testing and Report

Federally funded programs, such as CDBG-DR and CDBG-MIT, may impact residential structures built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead from dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The Program(s) must comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments under the Program(s) will be prepared by the Construction Managers. All the lead-based paint and material testing will be performed by an EPA Certified Lead-Based Paint Activities Firm utilizing an EPA Certified Lead Based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Construction Managers personnel that will be performing the surveys, testing, reviews, and reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

The pre-construction technical reports and information will be used to further define the project design intent and elaborate the Construction Documents as described in the following Sections of this document.

### 7. Construction Documents (Phase III)

This phase of design will be performed upon a Program(s) issued Task Order. For repair works this is the only design submission required. For construction projects a complete, coordinated set of construction drawings and technical specifications will be required. The construction documents will include all the necessary information for the site-specific design. The construction documents shall provide all the technical information to

expedite the permitting, construction process, and reduce unnecessary delays, risks, errors, and omissions.

The construction documents must be consistent with the Program(s) approved scope of work, Task Order, Scope Changes, reasonable accommodation requests, technical specifications, submittals, compliant with the Environmental Review Record, Green Building Initiatives and Checklist (HUD CPD Green Building Retrofit Checklist or Selected Green Building Standards), Minimum Architectural Design Standards, and related regulatory agency requirements, and others. When a replacement home is to be constructed, homeowners will have stylistic options to select during the grant award meeting:

1. Façade variations;
2. Exterior doors style;
3. Exterior windows style;
4. Exterior paint color scheme;
5. Kitchen cabinets and countertop finish/color scheme;
6. Bathroom vanity countertop finish/color scheme;
7. Floor tile options; and
8. Any other optional component that has no impact on costs.

The homeowners selected stylistic options shall be included in the grant award package, construction documents and the PRDOH Grant Management System of Record.

### 7.1. Drawings

The construction drawings developed during this phase of design will become the part of the Construction Documents. A complete and coordinated set of drawings shall include all the information required to perform construction works, while reducing the amount of additional information, supplementary drawings being requested by the construction team. This includes but is not limited to site survey, existing site conditions, demolition plan, proposed site plan, grading and drainage plan (with spot/control elevations and finish floor elevations, existing and proposed site profiles/sections, erosion and sedimentation control plan, site design features such as retaining walls, berms, soil bioengineered walls, infrastructure design such as potable water, wastewater system electrical, details and notes. The construction drawings shall include the OGPe approved "Plano Seguro" and clearly depict and specify the homeowners selected stylistic options.

These construction drawings shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific

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work. These drawings should be produced in standard commercial software like AutoCAD® or Revit® and include all the information required to complete the works, obtain, and secure the construction permit and reduce the quantity of supplementary drawings, sheet revisions and internal request for clarifications.

## 7.2. Technical specification

The Construction Managers shall edit and complete the technical specifications approved under the Design Development Phase according to the project existing conditions and proposed design. The technical specifications shall be consistent with the Program(s) approved scope of work, Task Order, and construction drawings. These specifications shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. The technical specifications should be produced in standard commercial software like MasterSpec®.

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## 7.3. Document Format

The construction drawings shall be elaborated in 24x36 tabloid/landscape format with the following order: title sheet, key legend and notes, site survey, demolition plan, civil plans, architectural plans, structural, plumbing, mechanical, electrical. These must include all the necessary information as required by the applicable agency(ies). The construction drawings will be presented in a Program(s) drawing template for consistency purposes.

## 7.4. Permits and Endorsement

The Construction Managers shall elaborate a correct and complete permit package and include all the necessary information to reduce the probability of agency(ies) request of additional information. The Construction Managers are responsible to obtain and secure the construction permits, endorsements as required by the OGPe, Autonomous Municipalities, and regulatory agencies. The Construction Managers will submit all the necessary information, documents and pay all filing fees pursuant to the abatement and construction permits. In those cases that a project might require variances from the permitting agency(ies) for the project to remain as a replacement (reconstruction) project, these may be pursued by the Construction Managers AOR and design team to reduce the number of unnecessary relocations, provide Program(s) applicants with the opportunity to remain in their properties. Variance request to the permitting agency(ies) shall be performed as part of the Construction Managers design, permitting deliverables. The Construction Managers design team shall perform due diligence, fiduciary duty, perform the contracted services in benefit to the Program(s) applicants and according to the applicable agency(ies) processes and requirements.



For replacement (reconstruction) projects, the Construction Manager shall submit all the Task Order corresponding information of the final scope (includes any necessary change orders), cost, and time impact, (when applicable) prior the completion of a structure pay point, (milestone). Upon the approval of the structure pay point (milestone), the Construction Manager shall commence the process to obtain and secure the Occupancy Permit.

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#### 7.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s), therefore design, construction documents and permitting activities shall be completed in the least amount of time possible, as the "Average Build Time" will be one of the metrics, milestones, and performance, as described in Section 8 of this document.

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#### 7.6. Design & Permitting Packages Deliverables for R3, BRR, and SF-MIT Programs

The Construction Managers shall provide a correct, complete permitting package to avoid unnecessary delays to obtain a construction permit.

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- Once a Task Order is issued, the Construction Manager is responsible to file the construction permit to the corresponding agency(ies) within **forty-five (45) calendar days**.

Exceptions on a case-by-case basis according to the project complexity or permitting process.

#### 7.7. Construction Deliverables for R3, BRR, and SF-MIT

**7.7.1. Rehabilitation (Repair) Work:** All work under a repair project intent, (including a structural retrofit when required) must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). When required, the Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to the homeowner move-in to the rehabilitated home.

**7.7.2. Replacement Home Construction Work (Reconstruction):** All work under reconstruction Project Intent must be completed by Construction Managers within **one hundred and eighty (180) calendar days**. This period will begin counting upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request

of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). The Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to homeowner move-in to the replacement home.

Repair and reconstruction work construction deliverable Period of Performance (POP) are subject to liquidated damages. Only valid situations that warrant a time extension shall be submitted for Program Managers evaluation, as per Program(s) policy. Approved time extensions are non-compensable excusable delays.

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## 8. Metrics, Milestones, and Performance

As a performance-based contract, the Program Managers, PRDOH and/or its representatives will actively evaluate the Construction Managers performance and responsiveness. Repeated failures or "under performance" may result in limited future case assignments, probatory period, corrective plan, stop work, re-assignment of cases and/or projects, when required. Construction Managers will be evaluated during the life of the Contract for:

- 8.1.1. **Workmanship:** To be quantified by examining the ratio of total failed Milestone Inspections. The Construction Managers with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections. Performance may trend upward or downward over a given period;
- 8.1.2. **Average Design & Permitting Time:** Calculated as a measure of the total number of days from a Task Order being issued to the Contractor having filed a request for Construction Permit with OGPe;
- 8.1.3. **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed to the date that a Substantial/Finishes Milestone Inspection with a pass result was requested by the Construction Manager. The Construction Manager with the lowest average build time is assigned a higher weighted factor;
- 8.1.4. **Work in Progress:** A measure of the amount of work the Construction Manager currently has under contract for which a notice to proceed has been issued, but a Final Inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Construction Manager. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of each Construction Manager;
- 8.1.5. **Client and Homeowner Satisfaction:** This evaluation will be performed using customers surveys to the homeowner, owners, and its representatives. A self-

evaluation survey will be given to the Selected Proposers to be used in an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be share and discussed with the corresponding Construction Manager.

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Construction Managers through the life of the Contract and the Program.

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## **9. Compliance of Work with Federal Laws**

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### **9.1. Minimum Construction Labor Wage Rates**

Construction Manager and subcontractors pay their construction labor force a minimum wage rate of \$15.00 per hour; in alignment with the current R3 Program Construction Managers' contracts.

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### **9.2. Fair Labor Act**

All work performed for the Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Fair Labor Act.

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### **9.3. Davis-Bacon Act & Related Acts**

All work performed for the Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, when applicable<sup>3</sup>.

## **10. Environmental Review**

Environmental Review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards and regulations. The Program(s) Environmental Reviews of the at a site-specific level will be prepared by Program Managers retained by the PRDOH. An environmental review process will be required for all awards to be issued under the Program(s) to ensure that the proposed activities do not negatively impact the surrounding environment, mitigate an adverse effect on historical zones, districts, properties, archeological heritage and environmental or health effect on end users.

The Program(s) will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all projects shall have an Environmental Review Record (**ERR**). The ERR for the projects will set forth

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<sup>3</sup> While the Davis Bacon Act may not be triggered, contractors are responsible for compliance with the applicable related acts. See form HUD 4010 for more information. <https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf>

(a) the existence of adverse effect and/or negative impacts on a site, (b) the means to mitigate adverse effect and/or negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if it becomes the most prudent action to take. The Construction Managers will be responsible for evaluating the ERR information, requirements, and implementing any means to mitigate negative environmental impacts for projects, including historical and archeological adverse effects, and any other action required for environmental compliance.

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#### **10.1. Asbestos Survey Report and Abatement**

An asbestos survey report is used to locate and describe asbestos-containing materials in a structure. The Program(s) will conduct comprehensive building asbestos surveys, testing and results in the assessment of properties. The asbestos survey reports of the Program(s) will be prepared by the Construction Managers' representatives. If any abatement measures are needed, Construction Managers will be responsible to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

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#### **10.2. Lead Hazard Risk Assessments and Abatement**

Lead hazard risk assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint and material hazards accompanied by a report explaining the results and options for reducing lead-based material hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the Program(s) will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

#### **11. Program's Unit Pricelist**

The Program(s) requires standardization of unit costs, as this may provide and:

- Is set forth to provide the Program(s) a reasonable cost;
- Facilitates communication and provides consistency among the Program Managers, Construction Managers, PRDOH and its representatives;
- Assures applicants are treated equally in the grant ward determination process;

- Encourages fair and balanced treatment to applicants;
- Promotes efficiency and production in a high volume and time efficient environment;
- Creates an optimization-based process to reduce administrative burden; and
- Optimizes the development, evaluation and approval of scopes of work, Task Orders and applications for payment for Construction Managers.

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The Program(s) will make use of Xactware's Pricing Lists as the main source for pricing of construction works. Xactware is an independent, third-party, company that researches and reports on industry pricing. They use pricing information from general contractors, subcontractors, insurance carriers, insurance adjusters, industry professionals as they research and report on average market price for price list items. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactware's Pricing Lists have been used in other implementations of CDBG Programs in the United States, including Puerto Rico and is accepted by HUD as of source to provide reasonable cost.

Xactware's Pricing Lists ensures that the cost for work performed under the Program(s) maintains itself within reasonable cost levels for the duration of the Program(s). Initially, the Program(s) will make use of the Xactware Pricing List **PRSJ\_JUN22** for Puerto Rico and for the month of June 2022 with a Carrier Profile. Xactware's Pricing List to be used by the Program(s) will be updated by semester, at the beginning of the calendar year and at the beginning of each State Fiscal Year to the most recent up to pricing list published by Xactware. This allows for pricing within the Program(s) to become fixed for **six (6) months** terms to facilitate Program(s) administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers control. The frequency for updates to the Program(s) Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to Program(s) implementation.

Xactware's Pricing Lists are published through Xactimate Software. Therefore, Construction Managers are required to acquire, maintain, and pay for Xactimate Licenses while under an engagement with the PRDOH for Construction Management Services. As Xactware's Pricing Lists may not hold every item of work required by the Program(s), the PRDOH reserves the right to include additional items of work and their reasonable cost as part of Program(s) issued documents. Construction Managers must perform work specified under additional line items published by the PRDOH, at the pricing established by the PRDOH, when works that include such additional line items are assigned. PRDOH will only establish pricing at reasonable costs. Additional Line-Item Lists, and their updates, will be published by the PRDOH as part of Program(s) issued documents whenever necessary. Xactware's Pricing Lists in combination with any Additional Line-Item List published by PRDOH are the **Program Unit Price List**. All work

performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as the HUD CPD Green Building Retrofit Checklist, Selected Green Building Standards and the Minimum Architectural and Design Standards included as **Attachment 5** of the RFP.

### 11.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the Program(s). Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of any direct expenses (job overhead) such as:

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- Cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space;
- Project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and field superintendents, quality inspectors, among other employed on-site staff;
- Equipment, tools, scaffolding, personal protective equipment;
- Temporary facilities such as on-site offices, and other temporary structures like tool sheds, on-site container storage, bathroom portable pods, temporary barricades, soil and erosion control plan & execution, temporary railing, ramps, walls, and protection;
- Cost and payment of temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees;
- Cost for drinking water for on-site staff and workers including cups and maintenance;
- Project photographs and signage;
- Surveying and project staking;
- Site cleanup, both daily and final;
- Testing, inspection required including pumping, soil testing, and material testing.

Overhead is also inclusive of indirect expenses (general overhead) such as:

- Salaries, benefits of employees and personnel like, principal, key staff personnel, executives, administrative personnel, purchasing staff, estimators, bookkeepers, and anyone else working on the central offices and not directly employed on a specific project;
- Any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes;
- Any physical property including vehicles and associated cost;

- Costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; and
- Depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business.

#### 11.2. Profit

Profit for Program Unit Price List Items will also be standardized under the Program(s). Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

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#### 12. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

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- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;
- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state, or local governments; and
- Any other documents that support the service provided and billed.

The official list of supporting documents for invoices will be established in the Program(s) procedures. PRDOH reserves the right to review the correctness of invoices and perform audits. The Construction Managers must consider that one or more of the documents presented in the payment request will required signatures, notarization, or official certifications from one or more entities within the Construction Managers organization.

The Construction Managers shall submit invoices for services performed and approved by the Program(s) or its representatives. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved

by the PRDOH. Construction Managers will be able to invoice once or twice per month; according to the PRDOH's established procedures.

Each assigned home will have pay points dependent on the type of work assigned to the Construction Managers. General pay points for work are as follows:

- **Repair Works:** Only a single pay point will be allowed for repair works under the Program(s). Invoices for repair works will be submitted by the Construction Managers once all repair work is completed and accepted by the Program(s). Retainage of 10% will be applied to the repair award invoices in cases where the Construction Manager is unable to obtain a No-Debt Certification on Taxes from the applicable Municipality. Such amount will be retained until such time when a No-Debt Certification on Taxes is provided to PRDOH for each specific Application.
- **Reconstruction Work:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are (1) upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), (2) upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), (3) upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and (4) upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program(s). The Construction Managers will provide the invoice package to the Program Managers and PRDOH's representatives for evaluation. Invoices must be correct, complete, and certified by the Construction Managers authorized representatives. Upon receipt of an invoice recommended for payment, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico. Construction Managers will be paid on a Task Order basis. No payments will be issued by the PRDOH for the development of the model home Conceptual Design and Design Development Phases. The PRDOH will pay for design as it applies to an issued Task Order Construction Documents deliverables.

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### 12.1. Payment when an Applicant Withdraws after a Task Order is Issued

If the Contractor is issued a Task Order to begin design and permitting work on an application and, thereafter, the Applicant decides to withdraw from the Program before construction begins, the Contractor will be compensated by PRDOH in an amount that represents the work completed up to the withdrawal date of the Applicant. The procedure to determine the amounts to be disbursed to Contractor under these scenarios will be set forth by PRDOH in the Program(s) policies and procedures.

### 13. Code Compliance

The current International Building Code® (**IBC Codes**) establishes minimum requirements for building systems using prescriptive and performance-related provisions. The IBC Codes are fully compatible with all the International Codes® (**I-Codes**) published by the International Code Council (**ICC**). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

1. *Puerto Rico Building Code (PRBC)*, as amended from the IBC Code;
2. *Puerto Rico Residential Code (PRRC)*, as amended from the International Residential Code® (**IRC**);
3. *Puerto Rico Mechanical Code (PRMC)*, as amended from the International Mechanical Code® (**IMC**);
4. *Puerto Rico Plumbing Code (PRPC)*, as amended from the International Plumbing Code® (**IPC**);
5. *Puerto Rico Fire Code (PRFC)*, as amended from the International Fire Code (**IFC**);
6. *Puerto Rico Fuel Gas Code (PRFGC)*, as amended from the International Fuel Gas Code® (**IFGC**);
7. *Puerto Rico Energy Conservation Code (PRECC)*, as amended from the International Energy Conservation Code® (**IECC**);
8. *Puerto Rico Existing Building Code (PREBC)*, as amended from the International Existing Building Code® (**IEBC**); and
9. *Puerto Rico Private Sewage Disposal Code (PRPSDC)*, as amended from the International Private Sewage Disposal Code® (**IPSD**)

All work performed by Construction Managers must also comply with most current federal, state, and local, codes, laws, regulations, and standards including, but not necessarily limited to:

1. *Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use, and Business Operations ("Reglamento conjunto para la*

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evaluación y expedición de permisos relacionados al desarrollo, uso de terrenos y operación de negocios"), or its equivalent regulation in place;

2. Local planning and zoning requirements;
3. Planning and Capacity Building (Section 105(a)(12) of the HCDA);
4. Energy Development Goals (Section 105(a)(16) of the HCDA);
5. Puerto Rico Firefighters Code; most current approved version;
6. Applicable Environmental Regulations;
7. Applicable HUD Terms and Conditions;
8. Fair Housing Act, as amendment;
9. American with Disabilities Act (ADA) Standards for Accessible Design (when required)

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#### 14. Tasks

The Program(s) require a highly organized, strategical operation, control of scattered project sites for the successful and timely completion of projects. The cases may be grouped and assigned in the corresponding regions to assist applicants in all the municipalities of Puerto Rico. The following are the tasks the PRDOH expects Construction Managers to perform with due diligence, fiduciary duty, professionalism, and adhering to the highest standards.

##### 14.1. Task 01: Construction Management/Administration

The Construction Managers organization must have the technical knowledge, expertise, and resources to perform as an integrated design-build Construction Management firm with the capacity to complete high volume of work in a timely manner.

##### 14.1.1. Duties and Responsibilities

- Ensuring compliance with local and federal regulations, including codes, permit and environmental laws;
- Complying with Environmental Review Record;
- Complying with green building initiatives/checklists;
- Standardizing the design processes, while reducing the administrative burden to the Program(s) and its representatives;
- Providing practical, feasible, and cost reasonable design solutions to common, unforeseen conditions and reduce contract modifications;
- Providing a coordinated, complete set of construction documents to complete the construction activity in a timely manner and reduce unnecessary delays;
- Reducing the amount of Scope Changes and time extensions to complete projects diligently;
- Performing project completions in a timely manner, within budget;
- Organizing, administering, and controlling the Construction Managers team, personnel, support staff, subcontractors, and field activity;

- Administering, monitoring, and controlling the production of scoping site walks, scope development, technical studies, reports, construction documents, permitting process, abatement, demolition, and construction activities while reducing the amount of Scope Changes.
- Identifying areas of opportunity to increase the production of work and reduce the time of project completions;
- Standardizing document controls to improve the quality of documentation, construction;
- Implementing and promoting overall efficiency; and
- Standardizing and expediting the close-out process of the projects.

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#### **14.1.2. Document Control and Information Technology**

The Construction Managers shall engage in the use of software, programs, and web-based technologies for document control as an ancillary requirement to operate and interact with the Program(s). No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided. The Selected Proposers must expect the use of the following commercial technologies, but not limited to:

- Word processor software, like MS Word or Google Docs;
- Spread sheet software, like MS Excel or Google Sheets;
- Web browser software, like MS Edge or Google Chrome;
- Presentation software like MS PowerPoint or Google Slides;
- File Transfer services, like MS SharePoint or Dropbox;
- Project Scheduling software, like MS Project or Primavera;
- Web based collaboration and work management platform, like Smartsheet;
- Computer Aid Design (CAD) software, like AutoCAD, MicroStation or Revit;
- Geographic Information Systems (GIS), like Geosoft or ArcGIS;
- Scanners for drawings and documents with Optical Character Recognition (OCR) capacity;
- Estimating database and software, like Gordian RSMeans and Xactimate; and
- PRDOH Grant Management System of Record software, (to be provided).

#### **14.1.3. Occupational Safety and Health**

The Construction Managers must comply with federal, state, or local labor laws and those related to the occupational safety, health and wellbeing of the employees, subcontractors, and stakeholders of the Construction Managers organization. Construction Managers will prepare, update, from time to time, implement and administer the Construction Managers Safety Plan. The Construction Managers will have the qualified safety personnel to train, ensure and reduce the risk of accidents, injury, or incidents. The Construction Managers will be responsible to provide the Personal

Protection Equipment (PPE) to all employees and visitors, including, but limited to, the PRDOH or its representatives during site visits or meetings at the projects.

The Safety Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

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#### **14.1.4. Quality Control and Quality Assurance**

The Construction Managers must comply with the highest quality standards and tolerances for the residential construction industry. These quality standards will be included in the Construction Managers Quality Plan and will serve as guidance for the implementation, completion, and supervision of work.

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The Quality Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

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A quality control, assurance procedure, testing, and reporting will be developed by the Construction Managers design team as part of the Technical Specifications of each project, (refer to Section 7.2 of this document).

#### **14.1.5. Solid Waste Management Plan**

The Program(s) sponsored demolition and construction activities shall comply with the requirements set forth in the Scope of Work, applicable laws and regulations for solid waste management of nonhazardous materials. The Construction Managers must comply with the DRNA requirements to segregate, classify, store and transport demolition, construction and organic materials to reuse, recycle, reduce solid waste and landfill disposal. The DRNA Reuse, Reduce and Recycle Plan for Construction Projects, Quarterly Report and closing documents shall be performed as required by the agency and/or Program(s) requirements.

The Construction Managers shall implement feasible and environmentally conscious strategies that result in quantifiable solid waste reduction and a minimum diversion rate of fifty percent (50%) for Program(s) sponsored activities. A Solid Waste Management Plan with specific strategies to reuse, reduce, recycle solid waste shall delineate a detailed plan to reduce landfill disposal. The detailed plan must describe the applicable activities, material type, diversion percentages, monitoring process and reporting of this goal.

The Solid Waste Management Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

#### 14.1.6. Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into repair and reconstruction projects to increase a structure's ability to withstand adverse weather and changing climate conditions. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and durable materials may be specified. The resilience standard may be achieved by providing photovoltaic with battery storage and water storage systems which may reduce and mitigate the loss of life and property.

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#### 14.1.7. Green Building Standard

The Program(s) construction activities must comply with the Green Building Standards as described in Federal Registers 83 FR 5844, 84 FR 4836, and as per Program(s) requirements. All repair and reconstruction homes shall be designed to incorporate resiliency, sustainability principles, efficient use of energy, water, and green building standards.

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##### 14.1.7.1. Green Standards for Repairs Work

The Construction Managers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

- HUD Guidelines on the Community Planning and Development Green Building Retrofit Checklist;
- HUD CPD Green Building Retrofit Checklist;
- Use of mold resistant products when replacing surfaces;
- Use of Energy-Star labeled products or appliances;
- Use of WaterSense labeled products or appliances; or
- Use of Federal Energy Management Program (FEMP) designated products or appliances.

##### 14.1.7.2. Green Standards for Replacement Home Construction (Reconstructions)

The Construction Managers shall identify which Green Building Standard(s), they will use for the replacement home construction and must comply with at least one of the standards set forth:

- ENERGY STAR Certified Homes (version 3, latest revision, program requirements-Tropics);

- Enterprise Green Communities;
- LEED BD+C (Building Design and Construction);
- LEED Homes;
- LEED O+M (Building Operations and Maintenance);
- LEED ND (Neighborhood Development);
- ICC-700 National Green Building Standard;
- EPA Indoor AirPlus (ENERGY STAR a prerequisite);
- The "Permiso Verde" from the "Oficina de Gerencia de Permisos"; or
- Any other equivalent comprehensive green building program acceptable to HUD.

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A certification under one of these Green Building Standard is a program requirement as part of project closeout and final payment. Due to the above, the PRDOH encourages to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed. At any time during the contract, with the evaluation of the Program Managers and consent of the PRDOH, Construction Manager may change the Green Building Standard to be used for homes on which a Task Order has not been issued.

#### **14.1.8. Public Relations**

The Construction Managers are expected to cooperate with Program's public relation efforts and facilitate dissemination of information, upon request. To achieve these goals, the Construction Managers will provide data and information related to the Program(s) production, performance and completed projects. The Construction Managers will direct any communication requests through the PRDOH and its representatives. The Proposers are not authorized to distribute any of the Program(s) documents, data, confidential materials, or sensitive information, unless a written authorization is provided by PRDOH.

It is recommended that Construction Managers document the completed work in good quality and resolution which may be used by the PRDOH for communication purposes, Program(s) achievements and accomplishments. These shall be readily available and be provided to the Program(s), when requested.

#### **14.1.9. Program Coordination**

The Construction Managers will be responsible to collaborate in harmony with the other entities and in the Program(s) best interest. Other Program(s) entities and stakeholders include but is not limited to:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery (**DR**) and the

Community Development Block Grant for Mitigation (**MIT**) funds. This public entity is called the "Owner" of the Program(s);

- **Program Managers:** responsible for management of the tasks performed by the PRDOH's other contractors and consultants. This entity will provide services to the PRDOH that include, but is not limited to, program administration, project, and case management, operational support, construction compliance, statutory compliance; document control, accounting and reporting for the PRDOH. This entity will provide services to the PRDOH in support of the Program(s) compliance, efficiency, production, and success; and
- **Cost Estimators:** responsible for estimating services construction and non-construction activities under the CDBG-DR and CDBG-MIT Programs. This entity will provide services to the PRDOH, that could include but not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost reasonable analysis.

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Construction Managers may have to engage and collaborate with additional stakeholders through the life of the Program(s).

#### 14.2. Task 02: Architectural and Engineering Design

The Construction Managers will be responsible for all aspects relating to the design of single-family homes. These designs will be performed and certified by individuals who are licensed to practice the professions of architecture or engineering in Puerto Rico. Services provided by Construction Managers, its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that regulate the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of work under the contract. Also, Construction Managers must possess all necessary permits, endorsements, and approvals necessary to perform the work, which are to be valid and updated for the duration of the contract. Construction Managers, and each of their employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract. These licenses, permits, authorizations, consents, and approvals are to be valid, in full force and effect from the date of submission of a Proposal and for the duration of the contract. Construction Managers will ensure that architectural and engineering design is performed by qualified professionals with the education, training, knowledge, experience, technical expertise, and valid license to provide these services as required by the applicable laws.

##### 14.2.1. Objectives

- Sustainable design;

- Energy efficiency and water conservation;
- Resilience housing;
- Mitigate risk of loss of life and property;
- Universal design concepts;
- Safer conditions for homeowners and household;
- Healthier residents and communities; and
- Reasonable Accommodations, when applicable.

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#### **14.2.2. General Design Requirements:**

For consistency purposes, all written means of communications, (electronic or otherwise), emails, request for information, questions, responses, construction documents, submittals, and others shall be in English. Meetings may be carried out in Spanish or English (depending on the participants). All design and construction work under the contract must comply with the Minimum Architectural and Design Standards set forth in **Attachment 5** to the RFP.

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#### **14.2.3. Specific Requirements:**

All necessary engineer or architectural technical studies, surveys, research, data, analysis, and model home design adaptations required for the completion of the designs will be included in the costs of the soft costs. These ancillary costs may include but limited to site surveys, soil geotechnical studies, percolation tests, tree inventory, hydrology & hydraulic study, and others;

- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$165,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$195,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$235,000.00;
- The maximum construction / hard cost for a 2-bedroom single-story home ("Compact" and "Narrow" lot versions) shall not exceed \$140,000.00;

The Maximum Hard Costs include the construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work, Selected Green



Building Standard, Minimum Design and Architectural Standards, and applicable codes including costs associated to the structure, its components, finishes, and the cost of one (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. The Replacement Home Maximum Hard Costs include the construction of the following site improvements and infrastructure:

- Construction of 200 square feet carport pad (no roof);
- Construction of 180 square feet driveway to the home's carport pad;
- Construction of 50 square feet of walkway to the balcony/main entrance;
- 75 feet connection length for power to existing utilities;
- 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location;
- 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); and
- Softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) as specified in Table 1, Item 21 of the Minimum Architectural and Design Standards.

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The operational costs, overhead costs, profit associated to the construction of the Replacement Home and cost of other related activities are included in the model homes Maximum Hard Costs and exclude any earthwork (cut, fill, and other related activities) additional to the (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. Additional earthwork as per the project geotechnical report will be compensated to the Construction Managers using the Program Unit Price List. This includes but is not limited to utilities extension, driveway, walkway and softscape.

When abatement and/or demolition work is required in the existing property to perform repair or replacement home construction work, the reasonable cost will be compensated to the Construction Managers using the Program Unit Price List.

Homes to be built on a historic zones or districts, listed in the National Park Service (**NPS**) National Register of Historical Places, or deemed as with potential historical value shall provide, conform, and secure the endorsement or approval of the federal and local cultural and preservation offices (**ICP** for its Spanish acronym). When required, the design of model homes may require reasonable adaptations to accommodate SHPO or ICP requirements. The Secretary of the Interior's Standards for Rehabilitation may be applied in a reasonable manner, taking into consideration technical feasibility and reasonable cost.

#### 14.2.4. Repair Work

The Construction Managers will design the repair work (including retrofit, when applicable) of existing non-substantially damaged homes. Designers are expected to provide practical, feasible design and cost reasonable solutions. When needed, reasonable accommodations and modifications may be provided upon Program(s) validation of such request and as per Program(s) policy. The repair work design will be evaluated by the Program Managers prior to its execution.

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#### 14.2.5. Reconstruction

Reconstructed homes aim to make its use at little to no extra operational cost to homeowners. The Construction Managers must aim to build durable, resilient, and efficient housing units that maintain livable conditions in the event of extended loss of power or water. When needed, due to applicant reasonable accommodation requirements, the "ADA" version may be provided upon Program(s) validation of such request. The reconstruction work design will be evaluated by the Program Managers prior to its execution.

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#### 14.2.6. Minimum Area Requirements

As first option the Program(s) will provide a one (1) level model home. In those cases that a property lot area, dimensions, or restrictions require a model home with a reduced area, a two (2) level model home may be provided. Table - 1 depicts the minimum space and total area of two (2), three (3) and four (4) bedroom model homes.

**Table -1** Minimum Area Requirements - (1 Level & 2 Level)

Space	2-Bedrooms	3-Bedrooms	4-Bedrooms
Front Porch	60.00 sq. ft.	60.00 sq. ft.	60.00 sq. ft.
Kitchen	90.00 sq. ft.	90.00 sq. ft.	90.00 sq. ft.
Living / Dining Area	240.00 sq. ft.	240.00 sq. ft.	240.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)
<b>Total Min. Area</b>	<b>800.00 sq. ft.</b>	<b>1,000.00 sq. ft.</b>	<b>1,200.00 sq. ft.</b>

#### 14.2.7. Minimum Area Requirements ("Compact Lot" and "Narrow Lot" Versions)

In those cases that a one (1) level or two (2) level model homes are not feasible to be built a "Compact Lot" or "Narrow Lot" version may be provided. Table - 2 depicts the minimum space and total area of "Compact Lot" and "Narrow Lot" homes. In general

terms, the overall design solutions of these model homes will differ in proportions and will provide the Program(s) with additional options for properties with limited area, atypical proportions, irregularities, site restrictions and others. When needed, due to applicant reasonable accommodation requirements, "ADA" features, details, and specifications may be provided upon Program(s) validation of such request. These shall be elaborated by the Construction Managers AOR & design team upon request of the Program(s) and the design must be consistent with previously approved model homes, including finishes, materials, equipment, and any other work item that is part of the model home's construction.

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**Table - 2 Compact Lot & Narrow Lot - Minimum Area Requirements**

Space	2-Bedrooms
Front Porch	40.00 sq. ft.
Kitchen	80.00 sq. ft.
Living / Dining Area	200.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)
<b>Total Min. Area</b>	<b>675.00 sq. ft.</b>

#### 14.2.8. Single-Story Detached houses

Replacement home construction in urban, suburban, or rural lots shall be constructed in accordance with Puerto Rico Planning Board (**PRPB**) zoning regulations, requirements resolutions and/or request of variances, when requested by Construction Managers AOR. The design of replacement homes shall comply with the applicable Puerto Rico Civil Code (**PRCC Act 55-2020**), Act 55-2020 effective on November 28, 2020, or as amended.

#### 14.2.9. Party-Wall houses

In urban and rural areas where property lots may be compact, irregular or have other constraints, existing homes may have been built near, adjacent, or up to a "zero lot line". When designing and building a replacement home under these conditions the designers may require incorporating creative solutions to provide natural light, ventilation and comply with PRCC Act 55-2020, PRPB, SHPO or ICP regulations and requirements.

#### 14.3. Task 03: Permits and Endorsements

The Construction Managers shall file, pay, obtain, and secure all permits, consultations, endorsements, variances, or certifications required to execute the work as required by the corresponding agency(ies). These shall be filed in a timely manner not to adversely affect the progress and the critical path of projects, (refer to Section 7.4. & 7.5. of this

document). Construction Permits must be acquired in the name of the PRDOH and the Occupancy Permit in the name of the applicant's or homeowners' (exceptions may apply). The list of typical permits or endorsements shown below is a general list and shall not be interpreted as an exclusive list of documents, other permits, consultations, variances, or certifications maybe required.

#### 14.3.1. List of Office, Permits, Consultation or Endorsements

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- State Historic Preservation Office endorsement;
- Institute of Culture endorsement;
- Planning Board endorsement;
- PREPA/LUMA endorsement;
- PRASA endorsement;
- Department of Transportation endorsement;
- Roadwork construction or modification permit;
- Solid Waste Authority endorsement;
- Department of Agriculture endorsement;
- Public Service Commission permit;
- General Consolidated permit;
- Propane Gas permit;
- Fire Department endorsement;
- United States Army Corp of Engineers endorsement;
- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Department of Natural and Environmental Resources permit, endorsement and/or notification;
- Lead and Asbestos Abatement permit;
- Demolition Permit;
- Municipality endorsement;
- Construction permit;
- Occupancy permit ("Permiso de Uso"); and
- others.

The filing cost associated to the construction permits, endorsements, consultations including CAAPPR, CIAPR stamps, Workmen Compensation Insurance (**CFSE**, for its Spanish acronym), and others is included in the soft cost and overhead respectively. The cost of Municipal Patents, Construction Taxes ("Arbitrios") and cost will be included in the Task Order without overhead and profit for reimbursement to the Construction Manager.

#### **14.4. Task 04-A: R3, BRR & SF-MIT Lead & Asbestos Abatement**

The Construction Managers shall file, pay, and secure all abatements permits, mitigation work, testing, and certifications required to execute demolition and/or construction activities. This task must be completed in a timely, secure, and safe manner to ensure the compliance with the applicable environmental laws and regulations.

##### **14.4.1. Objectives**

- Mitigating or removing the hazardous material from the property;
- Mitigating or removing the hazardous material from the structure;
- Preparing the structure for general demolition;
- Preparing the structure for selective demolition;
- Improving the standard of living and wellness for the vulnerable households; and
- Ensure obtaining environmental clearance once all abatement work is completed.

##### **14.4.2. General Requirements**

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings, reports and others must be in English;
- Project or coordination meetings may be carried out in Spanish or English (depending on the participants);
- Providing a copy of the asbestos survey reports, prepared by the Construction Managers authorized personnel;
- Providing a copy of the lead hazard assessment reports, prepared by the Construction Managers authorized personnel;
- Providing homeowners with the Lead and Asbestos Pamphlet;
- The Construction Managers may start the mitigation or abatement work upon the Program(s) Notice to Proceed;
- The Construction Managers will be responsible for the design, permits and expenses related to this task;
- All LBP contractor activities must be implemented in accordance with the EPA's 2008 Renovation, Repair, and Painting (RRP) Rule.

##### **14.4.3. Specific Requirements**

- Providing a secure perimeter, enclosure and signage for the abatement activities, while safeguarding public health;
- Performing the abatement design and procedures consistent with the materials surveys and assessments;
- Performing the abatement in the property, as required by the project activities;

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- Performing inspections, storage, transportation, and disposal as required by the environmental laws and regulations;
- Performing testing and certifications required for the abatement activities;
- Closing the abatement permits;
- Providing evidence of the closing abatement permits; and
- Documenting and reporting abatement activities according to the applicable environmental laws and regulations.

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#### **14.4.4. Notice of Completion**

The abatement work for each project under this task will be considered completed by the Program(s), when the following conditions are met:

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- All scope change requests have been closed, either eliminate or executed by the Program(s);
- All hazardous materials were adequately mitigated and disposed from the project;
- The Submission of the test results have been provided to Program(s), PRDOH or its representatives;
- The Submission of the Final Inspection reports with certification have been provided to Program(s), PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies;
- The Asbestos Abatement permit have been closed with the corresponding government agencies; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed.

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#### **14.5. Task 05: General Demolition**

The Construction Managers will provide the general demolition services for the Program(s). The demolition activities will be assigned to the Construction Managers by the Program(s), PRDOH, or its representatives via Task Orders. If required, the lead and asbestos abatement will be performed by the Construction Managers under the Task 04 and before the General Demolition starts. The Construction Managers may not perform any work outside of the projects approved Task Order without prior Program(s) authorization. The demolition's work plan will be designed by the Construction Managers.

##### **14.5.1. Notice of Completion**

The general demolition for each project under this task will be consider completed, when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- The demolition resulting materials are disposed as required by the demolition design, permits, and regulations;
- The property has been cleaned of all debris, trash or unsuitable materials;
- The property has been prepared to a level that permits the start of the authorized works, when applicable;
- The grading for the structure and site has been performed according to the required spot, when applicable; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Task Order.

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#### 14.6. Task 06: Repair Works

Homes not located in the floodplain with an estimated cost of repair less than \$60,000, will be rehabilitated in place. Homes located in the floodplain with an estimated cost of repair less than \$60,000 or 50% of the current assessed value of the home, whichever is less, will also qualify to be rehabilitated in place. The estimated cost of repair will be determined by the Program(s) approved scope of work via a Task Order.

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Under the CDBG-DR R3 and Blue Roof Repair Program(s) the storm damaged properties deemed as a repair will require to provide a decent, safe, and sanitary housing through the provision of activities designed to resolve unmet housing needs from hurricanes Irma and/or Maria impacts under the CDBG-DR funds allocation or the 2019-2020 earthquakes for the CDBG-DR earthquakes allocation. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Damage Assessment Report developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the Damage Assessment (**DA**) documents and information to confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).

Under the CDBG-MIT Single Family Housing Program(s) the properties affected by recent disasters, deemed as a repair/retrofit will require to reduce and mitigate the loss of life and properties and provide a resilient housing through the provision of activities designed to resolve risk-based mitigation unmet needs. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Property Risk Assessment Report (**PRA**), developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the PRA documents and information to

confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).

#### 14.6.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP.
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Selective demolition will be executed and paid under this task;
- Any obsolete products or appliances replaced as part of repair works must promote energy efficiency and replaced with EnergyStar, WaterSense, or FEMP designated products or appliances, as per 83 FR 5844;
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required for the repairs of the property are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Repair works of a home in similar manner as the original condition, subject to practical, technical or legal limitations (deviations are permitted for reasons of safety or of otherwise impractical);
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Institute of Culture and the State Historic Preservation Office (SHPO), are included under this task.

#### 14.6.2. Specific Requirements

The Construction Managers will be required to perform repair work ranging from interior and exterior repairs to a structural retrofit. The activities for each project will be based in the Program(s) via an approved Task Order. This may include, but not limited to, the following:

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- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Confirming, validating or requesting to re-evaluate the Initial Project Intent;
- Propagating an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Preparing a work plan and schedule for each project according to the Program(s) approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including initial site walks, technical site walks and periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the repair works;
- Preserving or restoring properties of historic significance;
- Selective demolition of site improvements, exterior or interior elements in the property;
- Removing and disposing demolition materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Site clearance and improvements;
- Utility connection from residential structure to electrical distribution system;
- Utility connection from residential structure to water distribution system, local sewer collection lines, or installing septic systems;
- Building envelope repair including: roof, walls, exterior doors, windows;
- Surface preparation and finishes rehabilitation, including water impermeabilization and painting;
- Removing materials and architectural barriers that restrict the mobility and accessibility of elderly and disabled persons to the dwelling unit;
- Works required to improve the quality of life of elderly and persons with disabilities;
- Mechanical, electrical, plumbing equipment repair or replacement;
- Installing smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of energy and water;
- Flooring repairs or replacement;
- Replacing kitchen and bathroom vanities, equipment and components;
- Replacing of essential appliances;
- Repairing or replacing landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;

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- Installing photovoltaic with battery storage and water storage systems (in SF-MIT Program), when feasible.
- Filing, obtaining and securing all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Preparing of Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the architect in record); and
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

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#### **14.6.3. Notice of Completion**

The repair projects under this task will be consider completed when the following conditions are met:

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- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;
- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the Construction Manager.

#### **14.7. Task 07: Single-Family Replacement Home Construction (Reconstruction)**

Homes not located in the 100-year floodplain, or other high-risk areas, become eligible for a reconstruction award when the estimated cost of repair is greater than or equal to \$60,000, as confirmed through Program inspection, or if a feasibility analysis determines that reconstruction is required as result of design or construction unpracticality. reasonable cost will be determined by the Program(s) approved scope of work via a Task Order.

#### 14.7.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Any products or appliances provided in the reconstruction model home must be replaced with Energy Star, Water Sense, or FEMP designated, as per 83 FR 5844;
- The replacement model home may provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on the applicant's household composition;
- The replacement model home will be a single-story as first option. A two-story model home may be provided according to property lot area, geometry, restraints, or requirements.
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required, are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historic Preservation Office (SHPO), are included under this task;
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the reconstruction work is included in Task 03 of this RFP; and
- The stylistic options for the reconstruction model homes will be presented to the applicants in a Construction Managers developed pamphlet and included in the PRDOH Grant Management System of Record.

#### 14.7.2. Specific Requirements

The Construction Managers will be required to provide a single-family replacement home construction. The activities for each project will depend on the applicants' household composition, existing conditions, proposed feasible and cost reasonable design solution.

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The scope of work to perform such activities require a Program(s) approved Task Order. This may include, but is not limited to the following:

- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Validating, confirming or requesting to re-evaluate the Initial Project Intent;
- Preparing an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Confirm the proposed design, construction solution is feasible and cost reasonable according to Program policy;
- Preparing a work plan and schedule for each project according to the Program approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the reconstruction works;
- Preserving or restoring properties of historic significance;
- Providing architectural and engineering evaluation and consultation services including periodic project site visits;
- Geotechnical engineering services, including, but limited to site explorations, borings, slope stabilization analysis, laboratories, certification, and technical reports;
- Providing architectural and engineering existing condition drawings, site surveys, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing architectural and engineering proposed condition, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing a model home design adaptation when needed to comply with agency(ies) requirements and as a result facilitate the construction;
- Providing a model home design adaptation when requested by the State Historic Preservation Officer (SHPO);
- Providing a model home design adaptation to enable the replacement (reconstruction) of a model home on the applicants property. This may include but is not limited to adaptation in layout, width, length and area to allow an applicant to be recipient of a replacement (reconstruction) project and remain in their property. This may apply to request a permitting agency(ies) variances for a project to remain as a rehabilitation (reconstruction) project.

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- Filing, obtaining, and securing all necessary federal, state or municipal permits or endorsements to commence the replacement home construction work;
- Completing abatement and mitigation work required for the demolition and construction work activities (consistent with the corresponding assessment and reports);
- General demolition of structure and site improvements to perform the Program(s) approved Task Order;
- Removing and disposing demolition materials or debris;
- Clearing, grading and site improvements;
- Site work for the replacement home construction including but not limited to excavation, cut and fill, grading, foundations, structural work, utility trenching, carport, driveway, walkway slabs, electrical, potable, sanitary water system and, soil and erosion control, softscape and others;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other work of the property;
- Utility connection to electrical distribution system;
- Utility connection to water distribution system, local sewer collection lines, or installing septic system;
- Work required for the building envelope including, but not limited to concrete, concrete masonry units, concrete forms, exterior plastering, exterior doors, windows, shutters, water impermeabilization, paint, flooring, and others;
- Interior work including, but limited to bearing, non-bearing walls, interior plaster, paint, flooring, wall base tiles, interior doors, window bug screens, kitchen, bathroom cabinets, equipment appliances, finishes, and others;
- Mechanical, electrical and plumbing work including but not limited to domestic water system, water heater, kitchen and bathroom fixtures, control valves, sanitary system, ventilation system, roof & storm drainage system, fire protection, electrical panel (circuits identified), distribution system, outlets, ground fault circuits, switches, lighting fixtures, ceiling fans, smoke and carbon monoxide alarm/detectors;
- Installing materials, equipment for energy efficiency, water efficiency, and potentially reduce operating costs;
- Accessibility features to comply with Reasonable Accommodations when validated by the Program(s);
- Installing water storage systems (as per SF-MIT Program), when feasible;
- Installing photovoltaic systems with battery storage (as per SF-MIT Program), when feasible.
- Administration, management, and control of concurrent and scattered projects, work and subcontractors;
- Quality assurance and control as per the Construction Managers Quality Plan;

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- Laboratory testing, certification and reporting for quality and assurance or commissioning work;
- Preparing Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the AOR);
- Filing, obtaining and securing the Occupancy Permit in a timely manner to facilitate the Applicants' connection of utilities;
- Submission of the Occupancy Permit as part of homeowner move-in.
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

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#### 14.7.3. Notice of Completion

The activities under this task will be consider completed when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;
- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the Construction Manager; and
- The Construction Managers provide the applicant, co-applicant, or authorized designee the Closeout Binder (as specified in Task 09).

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#### 14.8. Task 08: Photovoltaic and Water Storage Systems

To promote resilient housing, reduce and mitigate the loss of life and property, the SF-MIT Program, under the CDBG-MIT funds will promote the installation of Photovoltaic System (**PV Systems**) with battery storage for critical loads and Water Storage System (**WSS**) on homes that have been repaired/retrofitted or reconstructed under the Program. The design criteria, design, equipment, and installation costs will be standardized, with

minimal deviation to promote consistency, cost reasonableness. The PRDOH at its sole discretion may request Construction Managers to provide these services, products, and installations for the R3 and BRR Program applications corresponding to this Scope of Work and Contract.

#### 14.8.1. General Requirements

The design of such systems shall be performed upon a Task Order being issued and the installation be performed upon a Notice to Proceed.

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- Design of PVSs must be performed by a licensed engineer, who is also a member of the Puerto Rico College of Engineers and Land Surveyors, in accordance with Act 173 of August 12, 1976. Design of PVSs must be consistent with existing site conditions and in accordance with the requirements set forth in Regulations No. 7796 and No. 9049; as well as any other applicable laws, regulations, and codes. In addition, the PV system designer must be Certified Installer in accordance with Article 17 of Regulation No. 7796. The designer must have at least five (5) years of experience performing PV System design.
- Installations must be performed by a Certified Installer in accordance with Article 17 of Regulation No. 7796, or its subsequent equivalent regulation. The PV System installers and/or subcontractors must have a minimum of five (5) years of experience installing "equal or similar to" PV Systems in the renewable energy sector.
- Installations must be completed in strict compliance with the drawings and specification requirements set forth in the PVS design documents.
- As part of the Construction Managers design team, the AOR, Structural Engineer and/or Mechanical Engineer (**Designers**) shall evaluate the existing and proposed conditions, when this is required.
- Price of equipment and installation shall include all expenses including but not limited to site assessments, technical evaluation, load analysis, design, drawings, technical specifications, permitting (if required), delivery, installation, commissioning, overhead, profit, fringe benefits, incidentals, and any other administrative fees.
- All supplied equipment, components and materials must be new not used, refurbished, repaired, nor reconditioned.
- The Construction Managers shall not provide equipment that is close to the end of production (phase-out) or may become unsupported by the manufacturer during the warranty period.
- The Construction Managers are responsible for the coordination of works, including the compatibility of the PV System and WSS with the existing condition where the systems will be installed. In the case of a repair/retrofit Project Intent, the installation must consider the structural integrity of the existing structure, wind

exposure, strain/stress to existing components and other applicable design considerations. The installation of the PVS and/or WSS shall not compromise the structure's roof impermeabilization system.

- Warranties shall be provided as described in Section 14.10 of this document.
- All equipment, materials, tools, labor, and services shall be provided and included in the cost proposal.
- The PRDOH, or Program will not incur in any incidental, damages to property or additional cost and will not be responsible for reimbursement or expense related to per-diem, tolls, parts, or labors for equipment under warranty service.

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#### 14.8.2. Code Compliance

All PVSs and BSSs must comply the current applicable laws, regulations, and codes, which include, but are not limited to:

- Regulation No. 7796 of January 19, 2010, known in Spanish as "Reglamento para la Certificación de Sistemas de Energía Renovable", of the Puerto Rico Electric Power Authority, or its equivalent regulation in place at the time of installation.
- Regulation No. 7951 of November 30, 2010, known in Spanish as "Reglamento Conjunto de Permisos Relacionados para Obras de Construcción y Uso de Terrenos", of the Puerto Rico Planning Board, or the equivalent regulation in place at the time of installation.
- Regulation No. 9049 of November 15, 2018, known as Puerto Rico Codes 2018, of the Office of Permit Management (**OGPe** for its Spanish acronym), or its equivalent regulation in place at the time of installation.

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#### 14.8.3. Permits

The Construction Managers shall file, obtain and secure all required permits, endorsement, licenses and responsible for any certification and/or notification to the applicable state agencies, including interconnection certifications and fees in accordance with the Act 17 of April 11 of 2019 ("Ley de Política Pública Energética de Puerto Rico"). All fees associated with the permits, notifications, and licenses are the responsibility of the Construction Managers.

#### 14.8.4. PV System Requirements

The Construction Managers' PV system designer must design a standard photovoltaic system with battery storage for a single-family dwelling. The PV System shall be capable of running critical loads, some household appliances (refrigerators, water pump, etc.), life support devices, and permit the occupants to shelter-in-place during electrical grid outages. The PV Systems shall be installed, commissioned by the Construction Managers, and must comply with the following installation general requirements:

- A licensed professional structural engineer must evaluate that the existing roofs are structurally sound for the installation of the PV System. If the structural integrity



of the structure is not capable to withstand the load of the system, then, the PV System installation requirement may be deemed as unfeasible.

- PV Systems layout shall meet local fire department, code, and ordinance requirements for roof access.
- PV Systems shall be installed according to best practices as per the National Renewable Energy Laboratory (NREL) industry best practice standards and the United States Department of Energy Guidance;
  - Solar Photovoltaic in Severe Weather: Cost Consideration for Storm Hardening PV Systems for resiliency;
  - Solar Photovoltaic Systems in Hurricanes and Other Severe Weather; and
  - Among others.
- PV Systems shall be installed in cases where the proposed array location supports a solar resource potential of more than seventy five percent (75%) of the same site's optimal solar resource potential as documented by a shading analysis to be performed by the Construction Manager.
- PV System shall be securely attached to the roof.
- Roof mounting structure (including anchoring system) must be corrosion resistant and meet applicable local building code requirements concerning rain, wind, earthquake factors, and others.
- All penetrations and structural connections associated with supports and conduit shall be kept to a minimum and shall be waterproofed as per the AOR, Designer and/or manufacturer's recommendation.
- All penetrations to the structure shall be designed, specified, coordinated, and performed in collaboration with the AOR, roofing impermeabilization professional or manufacturer responsible for the impermeabilization membrane warranty on the project.
- All roof penetration and connections shall be warranted for weather tightness from the installer, including parts and labor (refer to Section 14.10 for warranty details).
- All roof installations and weatherproofing of penetrations shall not compromise the roof warranty, or if the roof has no warranty, accepted best practice.
- PV System inverters and batteries shall be installed in a shaded location and shall not be exposed to direct sun light. Installation in a weather protected area location is preferable.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the PVS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.

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#### 14.8.5. PV System Commissioning

Once the systems are installed the Construction Managers shall perform commissioning and inspections to correct underperformance, findings, or deficiencies. These may apply to system location, shading, quality of installation, anchoring, securing, performance as per the design intent, and others.

- Commissioning and inspection shall follow the International Electrotechnical Commission (**IEC**) standard IEC 62446, any local or state regulation, and/or Program requirements.
- The commissioning shall confirm the system's performance is per the design intent. Performance tests shall be conducted as part of the commissioning process. A digital copy of the commissioning report must be uploaded into the PRDOH Grant Management System of Record and included in the Closeout Binder.

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#### 14.8.6. PV System Standard Package

PV Systems shall be capable of running critical electrical loads, some household appliances and equipment (refrigerators, lighting, water pump, etc.), life support or medical devices, and allow shelter-in-place during electrical grid outages. In the event of a power outage, circuits and loads connected to the PV and battery system shall continue to work without disruptions. Standard packages must have the capacity of supplying electricity to an itemized list of devices, appliances and lighting fixtures identified as critical loads. The system will supply electricity to the critical loads independently as a stand-alone system, with grid interconnecting capacity.

The program will offer the following standard package for PV Systems and battery storage:

- **3 kW DC** PV modules **48V** voltage lithium-ion battery bank with a minimum output of **9 kWh** and an **autonomy of 20 hours**. Loads shall consider one (1) medical life support device. The PV System shall provide and install an automatic transfer switch to allow for system operation in standalone mode.

Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum PV System standards and not allowed criteria.

#### 14.8.7. WSS System Requirements

The WSS shall provide domestic water to the dwelling from the water storage tank using an electric water pump, controls, and a diaphragm type pressurized tank to provide back-up water supply with adequate pressure and without damaging water fixtures. The system pressure pump shall be connected to the PV System to continue operating during electrical service interruption.

- The water storage tank shall be located on the rooftop of the home, when feasible. If the structural integrity of the house does not support the load of any of

the applicable water tank size options, installation in a reinforced concrete pad may be provided at ground level.

- If the roof structure allows, the water storage tank shall store a maximum capacity of 500 gallons per household, with all its necessary equipment and accessories for functionality of water storage and distribution.
- The water storage tank shall be connected to the utility's main water line with a water level control valve and backflow preventer. The water storage tank shall have instrumentation to monitor, control pressure and water level.
- The water storage tank shall be constructed of ultraviolet (**UV**) and corrosion resistant material, approved for potable water and food-grade applications, and have the Food and Drug Administration (**FDA**) and the National Safety Foundation (**NSF**) approval. Manufacturer documentation shall be provided and installed as per the instructions and/or recommendations.
- Water storage tank design and installation should consider the area, height, material, and other specifications according to location where such system will be installed. Under no means, the water storage tank should shade the PV System modules.
- Water storage tanks must be vented to allow water level changes. The vent opening installed in downward position shall include protective screen for pest control.
- The water storage tank and pressure tank must be cleaned and disinfected before the final fill with potable water.
- Disinfection of the water storage tank and pressure tank after installation must follow the manufacturer's recommendations.
- WSS must be installed per the design intent and following the manufacturers' specific instructions and/or recommendations.
- The Construction Managers are responsible to furnish all the necessary components, equipment, materials, tools, for the WSS optimum performance as required by the Program and design intent.
- WSS Systems shall be installed according to the best residential industry quality standards and best practices.
- The WSS shall include pressure and water leak testing, in addition to operational testing.
- WSS without the required pressure or with water leaks will not be accepted by the Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the WSS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.

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Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum WSS standards and not allowed criteria.

#### 14.9. Task 09: Projects Closeout

The Construction Managers will be responsible to provide all the information required by the Program(s) in the Closeout Binders, part of the Project Closeout requirements. These shall be elaborated and provided according to the necessary information for the PRDOH Closeout Binder and the Homeowner Closeout Binder. These must be uploaded into the PRDOH Grant Management System of Record and evaluated by the Program Managers, PRDOH and/or its representatives.

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##### 14.9.1. Duties and Responsibilities:

- PRDOH Closeout Binder: one (1) digital copy (PDF format);
- Homeowner Closeout Binder: one (1) hardcopy and one (1) digital copy (PDF format);
- Maintaining and preserving the projects records for the period prescribed in the contract;
- Maintaining and preserving the projects records for the period required by the federal and state laws and regulations; and
- Assist with any audits perform by the Office of Inspector General (OIG), U.S. Department of Housing and Urban Development (HUD), Puerto Rico Department of Housing (PRDOH), (HUD), or its representatives.

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##### 14.9.2. Closeout Binder Required Content

The Closeout Binder for each project shall include, but not limited to following:

- Binder cover, dividers, index of context and checklist, (include the following information):
  - Program name
  - Case number
  - Applicant name
  - Project address
  - Construction Managers entity name
    - Warranty department phone and email
    - Company physical address
  - Program Managers entity name
    - Warranty department phone and email
    - Company physical address
- Table of contents
- Warranty start date
  - Repairs – Final Completion

- Reconstructions – Certificate of Occupancy
- Warranty Documents (Including but not limited to: waterproofing system, appliances, PVS, WSS, finishes, major components, MEP and architectural/civil work, among others);
- Warranty Claim instructions and contact information
- Waterproofing system bonds;
- Transfer of all warranties and equipment ownership;
- Operations and maintenance manuals;
- List of vendors, suppliers and/or manufacturer;
- Record drawings and specifications, signed and sealed;
- Certifications (Master Plumber and Professional Electrician);
- Commissioning Report for PVS and WSS, as applicable
- Submittal log;
- Digital copies of submittals in PDF format;
- Construction and Occupancy permits;
- Copy of closing government permits;
- Green Building Certification;
- Any other documents required by the Program.

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The Closeout Binder checklist must list all items included and consistent with the Table of Contents.

#### **14.10. Task 10: Warranty Period**

All work performed by the Construction Managers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar water heaters will be guaranteed for a minimum of five (5) years;
- Equipment and appliances installed will be guaranteed for a minimum of one (1) year or as provided for by the manufacturer (whichever is greater);
- Solar Photovoltaic (PV) System Panels installed will be guaranteed for a minimum of ten (10) years;
- Solar PV modules will be guaranteed for a minimum of twenty-five (25) years of linear performance;
- Solar PV Battery Bank and Inverter will be guaranteed for a minimum of ten (10) years;
- Water Storage Systems (WSS) will be guaranteed for a minimum of five (5) years. and;
- All other work will be guaranteed for a period of one (1) year.

For the warranty periods established above the assisted homeowner may require the Construction Managers to correct defects or problems arising from the Task Order work under the contract. The Program Managers and Construction Managers will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be administered until resolved, closed by the Program Managers, and logged into the PRDOH Grant Management System of Record. A reasonable amount of time will be given to correct the valid warranty claim; however, in no case will such time exceed two (2) weeks to resolve. Should the Construction Managers fail to correct the problem the assisted homeowner may contact the Program(s) representatives to take any necessary legal resources as prescribed in the Construction Managers contract.

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#### 14.11. Task 11: Temporary Relocation

CDBG-DR and MIT funds may be used for temporary relocation assistance and payments to persons displaced by a Program(s) sponsored activity. This may include assistance, payment for temporary relocation, storage, and move-out expense assistance as per Program(s) Optional Relocation Assistance (ORA) policy. Applicants who are not residing in the property for any reason other than program-sponsored construction may not be eligible for temporary relocation assistance.

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The Program will compensate the applicant as per Program(s) policy using HUD fair-market rent rate<sup>4</sup> for an adequate dwelling. Most up to date rates published by HUD for Fiscal Year 2022. Rates to be paid by the Program(s) will be updated based on HUD-issued guidance, updates, and rental market conditions. Temporary relocation will be estimated for the duration of the project and additional time to enable the applicant to move out from the property and move back upon a Program(s) approved Final Inspection and/or an occupancy permit is obtained, when applicable. Temporary relocation assistance may be prorated for partial months, as needed. Upon Program Managers evaluation and approval or temporary relocation assistance, Construction Managers are required to issue ORA payments to Program(s) applicants under contract in a timely and diligent manner to avoid unnecessary distress to the applicants. The Construction Managers responsibilities is to provide applicants an excellent customer service, this is medullar for the Program(s) success and the PRDOH. The PRDOH will reimburse Construction Managers for ORA assistance payments issued to Applicants as approved by the Program(s). Reimbursements for ORA assistance payments will not include any additional costs (administrative, overhead, profit, or otherwise).

**END OF SCOPE OF WORK**

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<sup>4</sup> [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018\\_code/2018state\\_summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.odn)



ATTACHMENT C  
COMPENSATION SCHEDULE  
Yates-Brid, LLC  
Construction Management Services  
Home Repair, Reconstruction, or Relocation Program  
Blue Roof Repair Program  
Single-Family Housing Mitigation Program  
Request for Proposals No. CDBG-DRMIT-RFP-2022-07  
(Revised for Amendment A)

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The following document contains cost information that considers the costs to be paid to the Construction Management Services firms through their Price Form in compliance with the Request for Proposals CDBG-DRMIT-RFP-2022-07.

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The Procurement Division recommends to award to Yates-Brid, LLC a not to exceed contract in the amount of **\$25,000,000.00** for a 3-year term with the option of up to two additional one-year extensions for Level 1 Construction Management Services. The contractual value for each contractor will be divided in equal parts among the R3 Program under the CDBG-DR allocation for Hurricanes Irma and Maria and the SF-MIT Program under the CDBG-MIT allocation.<sup>1</sup>

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Additionally, through Amendment A of this contract, **\$10,000,000.00** are being allocated from the CDBG-DR earthquakes allocation for a new contract total of **\$35,000,000.00**.

Please, refer to the attached Exhibit G-1 (Program Unit Price List) submitted as part of the BAFO 1 negotiations and to the G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form) submitted in the BAFO 2 negotiations. In case of discrepancy between the Price Form and the Compensation Schedule, the Price Form will prevail.

**Attachments**

- Exhibit G-1 (Program Unit Price List) BAFO 1
- Exhibit G-2 (Replacement Home Cost Form) BAFO 2
- Exhibit G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) BAFO 2
- Exhibit G-4 (Demolition of Existing Structures Cost Form) BAFO 2

**END OF COMPENSATION SCHEDULE.**

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<sup>1</sup> This is a not to exceed contract. The quantity of work will be assigned according to PRDOH's needs. The amount to be paid to the contractor will be the stated in the BAFO 1 negotiations for the Exhibit G-1 (Program Unit Price List), and in the BAFO 2 negotiations for G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form). The contractor will be obliged to provide the services for the prices in the aforementioned exhibits.



## ATTACHMENT F

### HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf> and must include Form HUD-4010 clauses as an appendix, or by reference, to all covered contracts. Also, contractors and subcontractors are required to insert them in any lower-tier subcontracts.

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The terms and conditions outlined in this document (HUD General Provisions) must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Agreement, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

#### General Provisions:

##### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

##### 2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the



administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

### 3. BREACH OF CONTRACT TERMS

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

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### 4. REPORTING REQUIREMENTS

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

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### 5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

### 6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

### 7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting and purchases from material suppliers when possible. Steps include, but are not limited to:

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

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Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall comply with PRDOH established quarterly reporting regarding contract and subcontract activity. This will enable PRDOH to complete federal reporting on all efforts to HUD as per the previously used HUD Form 2516 (Contract and Subcontract Activity) and data requested on this form.

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

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

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

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

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

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

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

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#### **12. AGE DISCRIMINATION ACT OF 1975**

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

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

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

#### **14. CONFLICTS OF INTEREST**

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the

PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

## 15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

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The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

## 16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

## 17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

### 18. COPELAND "ANTI-KICKBACK" ACT

The CONTRACTOR will comply with "anti-kickback" regulations found in section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 3145) known as the Copeland Act which applies to this contract subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The Copeland Act enforces minimum wage provisions of the Davis-Bacon Act and the various statutes for federally assisted construction, including those provisions which are not subject to Reorganization Plan No. 14 of 1950. This act also enforces overtime provisions of the Contract Work Hours and Safety Standards Act whenever they are applicable to construction work.

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Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, each week must provide a copy of its weekly payroll for all laborers and mechanics engaged on work covered by this part and part 5 of this chapter during the preceding weekly payroll period, accompanied by a statement of compliance certifying the accuracy of the weekly payroll information. This statement must be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and must be on the back of Form WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording.

Each certified payroll required under § 3.3 must be delivered by the contractor or subcontractor, within 7 days after the regular payment date of the payroll period, to a representative at the site of the building or work of the agency contracting for or financing the work, or, if there is no representative of the agency at the site of the building or work, the statement must be delivered by mail or by any other means normally assuring delivery by the contractor or subcontractor, within that 7 day time period, to the agency contracting for or financing the building or work. After the certified payrolls have been reviewed in accordance with the contracting or sponsoring agency's procedures, such certified payrolls must be preserved by the agency for a period of 3 years after all the work on the prime contract is completed and must be produced for inspection, copying, and transcription by the Department of Labor upon request.

The CONTRACTOR will abide by federal regulation in § 3.5 regarding permissible payroll deductions and follow guidance on obtaining approval from the Secretary of Labor for additional deductions.

## 19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act applicable to this contract in excess of \$100,000 and subject to its overtime provisions.

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- (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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

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- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

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- (3) **Withholding for unpaid wages and liquidated damages —**

- (i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards

Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its reprocurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

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- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - (iv) Informing any other person about their rights under CWHSSA or this part.

## 20. DAVIS-BACON ACT

The CONTRACTOR will comply with labor standards provisions contained in the Davis-Bacon Act (46 Stat. 1494, as amended; 40 U.S.C. 3141 et seq.) and its related statutes ("Related Acts") for this contract, in excess of \$2,000, which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses:

### (1) **Minimum wages —**

- (i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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*

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each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must 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) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used 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) The conformance process may not be used to split, subdivide, or otherwise avoid the application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree

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on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

- (iv) **Fringe benefits not expressed as an hourly rate.** 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) **Unfunded plans.** 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, in accordance with the criteria set forth in § 5.28, 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.

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- (vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding —**

- (i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

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(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic

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system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working 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; and
- (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other

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person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits

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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 must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 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 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

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## 21. TERMINATION FOR CAUSE

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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## 22. TERMINATION FOR CONVENIENCE

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

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

## 23. SECTION 503 OF THE REHABILITATION ACT OF 1973

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

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act

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of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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#### 24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

## 25. CERTIFICATION OF NONSEGREGATED FACILITIES

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

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

## 26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

### (Applicable to contracts exceeding \$100,000)

#### CLEAN AIR ACT

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

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

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

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

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- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

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

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

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

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

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

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- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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

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

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



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

## 28. BONDING REQUIREMENTS

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

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

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

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

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

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

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

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

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### 30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

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### 31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

### 32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

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

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from

subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

### 33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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### 34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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### 35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

### 36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

### 37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### 38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

### 39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

### 40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

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#### **41. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.

#### **42. RELIGIOUS ACTIVITY**

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

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

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

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

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

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

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

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

#### **46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance

Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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#### **47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)**

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

#### **48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2

C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).

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#### **49. PROCUREMENT}**

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

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#### **50. CHANGE ORDERS TO CONTRACTS**

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

#### **51. LANGUAGE ACCESS PLAN**

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service



involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The Fair Housing and Equal Opportunity Language Access Plan for all CDBG-DR/MIT Programs states that Subrecipient Agreements will include requirements for the provisions of LEP and Limited Spanish Proficient (**LSP**) resources by subrecipients for all public participatory activities, including marketing, outreach, applications, vital document translations as well as monitoring requirements. Subrecipients and contractors have to comply with the following LEP/LSP requirements:

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- a. Provide Spanish translations for all outreach, marketing, application materials, and vital documents, and advertise the availability of language assistance services.
- b. Requirements will also be added for subrecipients, contractors, and other administering entities that interact with LEP/LSP individuals as part of the implementation of the CDBG-DR/MIT Programs to:
  - i. Develop and maintain operating procedures that address LEP/LSP assistance;
  - ii. Maintain inquiry and application logs that specify language of choice;
  - iii. Submit documentation to PRDOH supporting subrecipient efforts to further LEP access;
  - iv. Submit translated documentation to PRDOH for maintenance in PRDOH's project files; and  
Require periodic monitoring by PRDOH for compliance with LEP/LSP requirements.

CDBG-DR/MIT subrecipients and contractors, as well as any other administering entities that interact with LEP/LSP individuals as part of the implementation of the programs, will be required to maintain inquiry and application logs that document the language preference of persons seeking to apply or participate in CDBG-DR/MIT funded activities.

## **52. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

### 53. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**END OF DOCUMENT**

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**ATTACHMENT G  
APPENDIX C  
CONTRACTOR CERTIFICATION  
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO  
CONTRACTS REVIEW POLICY  
YATES BIRD, LLC**

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract for Construction Management Services for R3, BRR, SF-MIT, CEWRI-HEWRI and CEWRI-IP by and between the **Puerto Rico Department of Housing** and **Yates Bird, LLC**:

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

a. Name of individual or firm, including names of principals and principal stakeholders.

Rossi-Lugo Architects – Fernando Lugo and Maria Rossi  
FS Surveying – Fernando Santiago Rosario  
NGBS – Steve Armstrong

b. Principal terms and conditions of the contractual relation and role of the subcontractor

Rossi-Lugo Architects – Designers  
FS Surveying – Surveyors  
NGBS – Green Building Consultants

c. Amount of proposed contract payable to each subcontractor

Rossi-Lugo Architects – Unit Price Basis (Expected volume to start +/- \$1 million)  
FS Surveying – Unit Price Basis (Expected volume to start +/- \$20,000)  
NGBS – Unit Price Basis (Expected volume to start +/- \$70,000)

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:

a. Name of individual or firm, including names of principals or owners of the latter - NONE

b. Principal terms and conditions of the compensation sharing arrangement - NONE

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

<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.

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).

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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.

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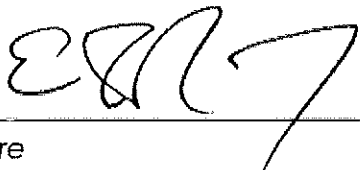
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6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments,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

[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 7th day of February of 2024.

  
Signature

2/7/2024

Date

Eduardo Pardo

Printed Name

Authorized  
Representative

Position



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# ATTACHMENT \_\_\_\_\_

## CONTRACTOR CERTIFICATION REQUIREMENT

### ROSSI-LUGO ARCHITECTURE, LLC

#### I. Contractor (or Subrecipient) Certification Requirement:

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

ROSSILUGO ARCHITECTURE, LLC

Consultants: Jorge Torres S., Mechanical Engineer, Carlos Requena, Electrical Engineer and Joaquin de Mari, Structural Engineer.

Amount according to use repetition of house models.

2. Neither the Contractor (or subrecipient) 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 (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
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 the Contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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

<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.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

5. Neither the Contractor (or subrecipient), 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. In compliance with Executive Order No. 2021-029 and CC 013-2021, 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: Toa Baja Municipality.<sup>4</sup> 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 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.
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

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

By: Arch. Fernando Lugo

Position: Managing Partner

Signature: \_\_\_\_\_

Date: August 1, 2024



<sup>4</sup> The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



# ATTACHMENT \_\_\_\_\_

## CONTRACTOR CERTIFICATION REQUIREMENT

### JORGE L. SALA MORALES

#### I. Contractor (or Subrecipient) Certification Requirement:

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

Jorge L. Sala Morales  
(Name of individual or firm)

Design and Construction Management Services  
(Principal terms and conditions of the contractual relation and role of the subcontractor)

Unit Price Contract – No Specific Amount  
(Amount of proposed contract payable to each subcontractor)

2. Neither the Contractor (or subrecipient) 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 (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
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 the Contractor, beneficial treatment under the

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

<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.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the Contractor (or subrecipient), 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. In compliance with Executive Order No. 2021-029 and CC 013-2021, 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: None.<sup>4</sup> 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 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.
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

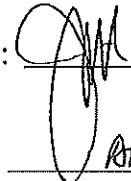
**"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."**

By:

Position:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
AUG. 10, 2024

<sup>4</sup> The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.





## ATTACHMENT K NON-CONFLICT OF INTEREST CERTIFICATION

### YATES BIRD, LLC

The CONTRACTOR certifies that:

EJP  
EJP

JLSM  
JLSM

FLA  
FLA

WORE  
WORE

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."

Eduardo Pardo

Signature

2-7-24

Date

Eduardo Pardo

Printed Name

Authorized Representative

Position



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## NON-CONFLICT OF INTEREST CERTIFICATION

### ROSSI-LUGO ARCHITECTURE, LLC

The CONTRACTOR certifies that:

EJP  
EJP

JLSM  
JLSM

FLA  
FLA

WORE  
WORE

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."

Fernando Lugo  
Signature

ARCH. FERNANDO LUGO  
Printed Name

AUGUST 1, 2024  
Date

MANAGING PARTNER  
Position






## ATTACHMENT K NON-CONFLICT OF INTEREST CERTIFICATION

### JORGE L. SALA MORALES

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  
  
JORGE SALA  
\_\_\_\_\_  
Printed Name

Aug. 10, 2024  
\_\_\_\_\_  
Date  
  
OWNER  
\_\_\_\_\_  
Position