

November 10, 2023

**REQUEST FOR PROPOSALS FOR THE  
PROGRAM MANAGEMENT AND PROJECT MANAGEMENT SERVICES  
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY ECONOMIC  
DEVELOPMENT INVESTMENT PORTFOLIO FOR GROWTH PROGRAM (IPG)  
CDBG-DR-IPG-PRCCDA-RFP-2023-01**

**ADDENDUM NO. 2  
NOTICE OF CHANGE**

The RFP for the program management and project management services under the Community Development Block Grant – Disaster Recovery, Economic Development Investment Portfolio for Growth Program (IPG), (the "RFP") was issued on October 3, 2023, by the Puerto Rico Convention District Authority (the "Authority" or "PRCCDA").

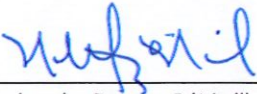
Pursuant to Section 4.2 of the RFP, any clarifications will be issued as an Addendum.

Notice is given of a Second Addendum to the RFP. Specifically, the PRCCDA has included various additional documents that are hereby made part of the RFP.

To this effect, the attached documents are the following:

- Attachment 1 – Questions and Answers to RFP
- Attachment 2 – Attachment 2 to the RFP - Model Contract
- Attachment 3 – Attachment 4 to the RFP - Insurance Requirements
- Attachment 4 – Bahia Urbana SRA Schedule
- Attachment 5 – Project Description – NAVY Frontier Site Infrastructure
- Attachment 6 – Project Description – Fernandez Juncos Improvements
- Attachment 7 – Project Description – Pedestrian Bridges
- Attachment 8 – Project Description – NAVY Frontier Boardwalk and Bulkhead Repairs

The Authority reserves the right to make future changes to the RFP and/or any of its Attachments. It is the sole responsibility of proponents to periodically check for updates to this RFP on the Authority's website, <https://www.prcda.com>



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Norberto Perez O'Neill  
Deputy Executive Director

PROGRAM MANAGEMENT AND PROJECT MANAGEMENT SERVICES					
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR GROWTH PROGRAM (IPG)					
CDBG-DR-IPG-PRCCDA-RFP-2023-01					
Question #	RFP Page	RFP Section	Content	Questions	Answers
1	16 of 31	Section 5.3 Proposal Electronic Submission	Proposal Delivery Method	Please clarify the proposal submission delivery method. Per Section 5.3, page 16, it states "proposals are to be submitted via email to nperez@prccda.com. Section 5.3.1 Prior Submission, page 16, references the proposal submission to be uploaded on the PRCCDA website. Will the proposals need to be delivered via email or will PRCCDA establish a web portal for upload? If the latter, please provide web portal address and registration information.	Proposals shall be submitted ONLY via e-mail to Norberto Pérez O'Neill, Deputy Executive Director of the Puerto Rico Convention Center District Authority at nperez@prccda.pr.gov
2	2	A-2 Checklist	Organizational Chart	Please clarify where the Organizational Chart should be placed in the proposal. Exhibit C, item 3.2 states that it should be attached to the Exhibit C, SOQ form; and the A-2 checklist form states that it should be placed after the Key Staff section. Is it PRCCDA's intent that it be included in both places or only once? If the only once, should it be included with Exhibit C or in the Key Staff section?	Exhibit A-2 is meant to be used as a checklist for the documents that will need to be submitted with the answers to the RFP. Said Exhibit A-2 only requires Proponents to Initial every section to indicate compliance and completion with the required documents. Organizational Charts can be submitted only once, together with the Key Staff Section.
3	2	A-2 Checklist	Ongoing Contracts/Projects	The A-2 Checklist requires a list of Ongoing Contracts/ Projects to be placed after the Organizational Chart. Is this intended to be a separate list of ongoing contracts/projects since one is also being provided in Exhibit C, Section 3.4 on page 40?	Exhibit A-2 is meant to be used as a checklist for the documents that will need to be submitted with the answers to the RFP. Said Exhibit A-2 only requires Proponents to Initial every section to indicate compliance and completion with the required documents. Please use Exhibit C to complete the list of ongoing contracts/projects
4	4	Exhibit C	Ongoing Contracts/Projects	Please clarify if there is a difference in the list of Ongoing Contracts/Projects requested in Exhibit C, item 3.4 than the list requested on the A-2 Checklist to be placed after the Organizational Chart.	Exhibit A-2 is meant to be used as a checklist for the documents that will need to be submitted with the answers to the RFP. Said Exhibit A-2 only requires Proponents to Initial every section to indicate compliance and completion with the required documents. It is the same list.
5	(Scope of Services) 8-10	Section 3.2	Documentation Management and Submission	Section 2.3 references "particular emphasis on the successful documentation submission process to the IPG Program's Grant Management System." Has this system already been procured? If so, is it already in place and functional? If not, will the system be procured separately or will the vendor under the RFP need to provide a grant management system solution?	The Program's Grant Management System has been procured by the PRCCDA. Vendors under the RFP will not be providing grant management services.
6	(Scope of Services) 8-9 and 10-11	Sections 3.2, 3.4 and 3.6	Documentation Management and Submission, Communications Management, Design Build Procurement Package	Pages 8/9 of 15 and subsequent, Sections 3.2 and 3.4, Pages 10/11 of 15, Section 3.6 and subsequent, references "Design Builder" references that the vendor will be responsible for assisting in the preparation of procurement documentation for various services that "may" include architectural, engineering, construction, design-build, etc.... Is it the intent of PRCCDA that the projects will be undertaken through a design build model or will the projects be undertaken through a design-bid-build model?	The intent of the PRCCDA is to have separate procurement processes for services and construction
7	(Scope of Services) 12	Section 3.7 Project Implementation and Construction	Construction Inspection	Page 12 of 15, Section 3.7, third bullet references coordination "with Construction Inspection Contractor". Is it the intent of PRCCDA to procure a separate vendor to provide construction inspection services or is it the intent of PRCCDA that proponent teams be qualified to provide these services as part of the requested services under this RFP?	Construction Inspector Contractor Services will not be provided by the Proposer.
8	(Scope of Services) 10	Section 3.5 Environmental Review and Clearance	Environmental Review support	Page 10 of 15, Section 3.5 outlines requirements for environmental review support. During the pre-bid conference it was emphasized that the environmental review responsibilities will be undertaken by PRDOH and will not be the responsibility of the selected vendor. While we recognize that there are critical coordination and compliance requirements related to the resulting PRDOH environmental review for which the selected vendor will be responsible, which are part and parcel of CDBG-DR/MIT funded program/project management, can you please clarify whether the tasks listed under section 3.5 are still applicable to this RFP?	Yes, the involvement of the Proposer is coordinating and providing the support requested and / or needed by PRDOH's environmental consultant.
9	(Scope of Services) 8	Section 3.2	Documentation Management and Submission	Section 3.2 of the Scope of Services states that the Selected Proposer(s) shall provide support and assistance, as necessary, for the preparation, completion, and compliance of documentation for procuring architectural, engineering, and construction services and Design-build services, among others. There was mention of an AD&V/Interlink joint venture during the pre-bid meeting, does this mean the design builder has already been engaged? The Construction Inspection Contractor is not mentioned. Will the proponent also provide support and assistance with procurement of the Construction Inspection Contractor?	No. A design builder has not engaged. The proponent is expected to provide support with the procurement of the Construction Inspector Contractor
10	1	Exhibit O	Cost Form	Exhibit O (Cost Form) shows lists 160 hrs. as the total estimated hours for engagement per resource/month. A 40-hr work week is more like 173 hours per month. Please clarify.	Hours are based on full-time work schedule
11	2 of 31	RFP Table of Contents	Attachments 2 and 4	Please provide a copy of Attachment 2, Model Contract and Attachment 4, Insurance Requirements.	Attachments 2 and 4 have been included with this Addendum 2

12	7 of 31	2.3 IPG Program	Project Development	Can you provide more information with a description of the four major projects, including phases, along with a copy of the projected schedule?	See Attachment 4 to this Addendum 2. Please be advised that this schedule is subject to change
13	(Scope of Services) 10	Section 3.5 Environmental Review and Clearance	Environmental Review	Does the Scope of Services for environmental review support expected of the vendor under this RFP include the review of documents from environmental specialized services such as architectural evaluation forms and archaeological evaluation forms prepared by the proposer (e.g. SHPO consultations)?	No, the involvement of the Proposer is coordinating and providing the support requested and / or needed by PRDOH's environmental consultant.
14	(Scope of Services) 10	Section 3.5 Environmental Review and Clearance	Environmental Review	Does the Scope of Services for environmental review support expected of the vendor under this RFP include assisting with the FONSI process?	The involvement of the Proposer is coordinating and providing the support requested and / or needed by PRDOH's environmental consultant.
15	(Scope of Services) 10	Section 3.5 Environmental Review and Clearance	Environmental Review	Does the Scope of Services for environmental review support expected of the vendor under this RFP include assisting with the Notice of Intent to Request a Release of Funds Documentation?	The involvement of the Proposer is coordinating and providing the support requested and / or needed by PRDOH's environmental consultant.
16	(Scope of Services) 10	Section 3.5 Environmental Review and Clearance	Environmental Review	Does the Scope of Services for environmental review support expected of the vendor under this RFP include assisting with the Request for Release of Funds (RROF)?	The involvement of the Proposer is coordinating and providing the support requested and / or needed by PRDOH's environmental consultant.
17	2	Sec. 1 Scope of Services	Introduction	What is the scope and the estimated cost of construction of the 4 infrastructure projects connecting the Convention District with the Bahia Urbana sector as described during last Tuesday's 10/24/23 Pre-Proposal Virtual Meeting?	See attached support documents.
18	3	Sec. 2 Scope of Services	Staff Requirements	Will the Key Staff be allowed to expand (with previous PRCCDA approval) in its performance of, among others, the design-peer review of 4 projects (whose design scopes may require multi-discipline evaluations) and/or its overseeing of the various aspects (progress monitoring, environmental compliance, health & safety practices, etc) required for the 4 projects being built at the same time at different sites?	Proposer should include all possible specialists positions that they understand would be needed to perform the services under the Contract. Key Staff can be expanded, with the previous approval of PRCCDA.
19	24	Sec. 3.2 Contract term	—	"The term of the Contract will be from the date of its execution to July 31, 2026." With no mention of options by the PRCCDA to extend the contract, will the PM be relieved of responsibility from any scope of services (eg. project closeout) that has not been completed for reasons beyond the control of the PM?	Extensions are possible. The specifics in the term to finalize the project, any possible extension and Force Majeure Clauses will be included in the Agreement.
20	25	Sec. 3.4 RFP	Penalties and Liquidated Damages	In its oversight of the projects' construction progress, will the Contractor (in this case, the PM) be penalized with a \$150/da in damages for delays of tasks not attributable to its role as Project Manager? (eg. delays in the Designers' submission of design deliverables, delays in achieving scheduled milestones by Builders—whether from negligence, tardy government permits, weather disruptions, labor stoppages, etc).	No, liquidated damages to the PM will be solely for delays based on their responsibilities under the Contract.
21	7 of 31	Sec. 2.3 IPG Program	IPG Program	Does PRCCDA have a structure in place or a planned structure for aligning disbursements with project progress or will the selected proposer be expected to develop this structure in coordination with PRCCDA as part of the services requested?	The proposer will be expected to have a structure for the disbursements to work with PRCCDA's team.
22	2	Attachment 3	—	The form for Submission of Inquiries (Attachment 3) was not included as part of the RFP materials. Hereby we are using the Form for Submission of Inquiries typically used.	The Form for Submission of Inquiries is acceptable.
23	2	Attachment 4	—	The Insurance Requirement (Attachment 4) was not included as part of the RFP materials. Can you please provide us copy of such requirements? Ahead of receiving those requirements can you please confirm if evidence of compliance with those requirements is due at the proposal submittal or at the contract agreement, if awarded? We kindly request a one-week extension of the date to submit inquiries regarding this specific attachment.	The Insurance Requirements have been included with this Addendum 2. Evidence of Compliance with the Insurances required is due at the proposal submittal.
24	2	Attachment 2	—	The Model Contract (Attachment 2) was not included as part of the RFP materials. Can you please provide us with a copy of the model contract? We kindly request a one-week extension of the date to submit inquiries regarding this specific attachment.	Attachment 2 is being provided with this Addendum 2.
25	11	Section 3.9	—	Section 3.9 refer to Minority & Women Owned Business Enterprise. This RFP as per the aforementioned section requires the completion of a PRDOH Utilization Plan. After a careful review of this Utilization Plan, we noticed that most of the sections are to be fulfil with projects data not at hand at this time. We want to confirm, if the RFP requirement at this stage is for the proponents to complete only section F of the PRDOH Utilization Plan?	Only section "F" shall be completed



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR  
PROGRAM MANAGEMENT SERVICES FOR \_\_\_\_\_**

**BETWEEN THE  
PUERTO RICO CONVENTION DISTRICT  
AUTHORITY (PRCDA) AND  
\_\_\_\_\_**

This **AGREEMENT FOR PROGRAM MANAGEMENT SERVICES (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this \_\_\_ of \_\_\_\_\_, 2023, by and between the **PUERTO RICO CONVENTION DISTRICT AUTHORITY (PRCDA)**, a public agency created under Act No. 351 of September 2, 2000, as amended, with principal offices at 100 Convention Boulevard, San Juan, Puerto Rico, herein represented by Mariela Vallines Fernández, attorney, of legal age, married and resident of Guaynabo, Puerto Rico, in her capacity as Executive Director; and

\_\_\_\_\_ (**CONTRACTOR**), with principal offices in \_\_\_\_\_, San Juan, Puerto Rico \_\_\_\_\_, herein represented by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, of legal age, married/single, and resident of \_\_\_\_\_, \_\_\_\_\_, duly authorized by Corporate Resolution issued on \_\_\_\_\_.

**WHEREAS**, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

**WHEREAS**, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (**HUD**) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) 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.

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

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

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

**NOTE:**

***THIS DOCUMENT IS A DRAFT AND IS NOT A FINAL VERSION. PRCDA MAY MAKE CHANGES TO THIS DRAFT ACCORDINGLY BEFORE SUBMITTING AN EXECUTABLE CONTRACT***

**WHEREAS**, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRCDA aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRCDA holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

**WHEREAS**, the PRCDA is interested in contracting a qualified firm to assist PRCDA with the implementation and administration of \_\_\_\_\_ under the Economic Development Investment Portfolio for Growth Program (IPG) of the Community Development Block Grant for Disaster Recovery (CDBG-DR). This firm will support PRCDA's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRCDA's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

**WHEREAS**, on \_\_\_\_\_, the PRCDA issued \_\_\_\_\_  
"\_\_\_\_\_" with CDBG-DR funds. This request was placed through \_\_\_\_\_.  
Afterward, PRCDA requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRCDA was able to reach \_\_\_\_ ( ) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

**WHEREAS**, on \_\_\_\_\_, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRCDA.

**WHEREAS**, the CONTRACTOR has duly adopted a Resolution dated \_\_\_\_\_, authorizing the CONTRACTOR, via its \_\_\_\_\_, \_\_\_\_\_, to enter into the Agreement with the PRCDA.

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

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

### I. TYPE OF CONTRACT

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

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

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

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

### II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of \_\_\_\_\_ ( ) **months**, ending on \_\_\_\_\_, \_\_\_\_\_, 20\_\_.
- B. Contract Extensions:** PRCDA may, at its sole discretion, extend the Agreement's term for an additional term of \_\_\_\_\_, or expressed in days, \_\_\_\_\_ upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRCDA and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

### III. SCOPE OF SERVICES

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

### IV. COMPENSATION AND PAYMENT

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



- I. CONTRACTOR shall be liable to the PRCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRCDA for payment:

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

#### V. REIMBURSABLE EXPENSES

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

#### VI. ADDITIONAL SERVICES

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

#### VII. OWNERSHIP AND USE OF DOCUMENTS

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



and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

### VIII. DOCUMENTATION AND RECORDKEEPING

- A. Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRCDA's Federal award.
- B. Access to Records:** The CONTRACTOR shall permit the PRCDA and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRCDA to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRCDA:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRCDA records sufficient for the PRCDA to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONTRACTOR must comply with the PRCDA CDBG-DR/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

### IX. ACCESS TO RECORDS

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

## X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRCDA operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRCDA business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRCDA operations.
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRCDA express written authorization, signed by the Secretary of the PRCDA, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRCDA express written authorization, signed by an authorized representative of PRCDA, and will not remove any copy or sample of Confidential Information without prior written authorization from PRCDA. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRCDA, CONTRACTOR will return to PRCDA all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRCDA to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRCDA shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRCDA by law, equity, or otherwise.

## XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRCDA may require CONTRACTOR, at its sole expense, if applicable, to:
1. repair or replace Deliverables that do not meet specifications;

2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. pay liquidated damages for any past due Deliverable; and
4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

## XII. TERMINATION

- A. Termination for Cause or Default:** The PRCDA may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRCDA shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRCDA all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRCDA for damage sustained to PRCDA CDBG-DR/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRCDA may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRCDA by the CONTRACTOR. PRCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRCDA may terminate this Agreement, in whole or in part, whenever the PRCDA determines that such termination is necessary or convenient to the Agency. The PRCDA will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRCDA all information, studies and other materials property of the PRCDA. In the event of a termination by Notice, the PRCDA shall be liable only for payment of services rendered up to and including the effective date of termination. PRCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRCDA will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRCDA will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRCDA will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

- D. Unilateral Termination:** The PRCDA may terminate this Agreement, in whole or in part, at PRCDA's sole discretion, with or without cause, at any time. The PRCDA will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRCDA all information, studies and other materials property of the PRCDA. In the event of a termination by Notice, the PRCDA shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRCDA may suspend this Agreement in whole or in part at any time for the PRCDA's convenience. The PRCDA shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRCDA shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRCDA to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRCDA with the transition of services assigned to CONTRACTOR by the PRCDA. CONTRACTOR shall provide to the PRCDA the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRCDA or a third party designated by the PRCDA. PRCDA reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRCDA.

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

#### **A. Penalties**

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRCDA may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and

**Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRCDA may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
  - ii. Disallow all or part of the cost of the activity or action not in compliance.
  - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
  - iv. Withhold further Federal awards for the project or program.
  - v. Take other remedies that may be legally available.

#### **B. Liquidated damages**

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

#### **XIV. LIABILITY**

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

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

## **XV. INSURANCE**

### **A. Required Coverage**

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

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

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

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

### **B. Endorsements**

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

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

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

### **C. Related Requirements**

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED

DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRCDA TO PROCEED.

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

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

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

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

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

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

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

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRCDA nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.



The CONTRACTOR shall notify the PRCDA in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRCDA may terminate this Agreement immediately upon written notification to the CONTRACTOR.

#### **XVIII. CONFLICTS OF INTEREST**

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRCDA contract and CONTRACTOR'S organizational, financial, contractual, or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR's objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRCDA may, however, terminate the Agreement for the convenience of PRCDA if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRCDA may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

#### **XIX. INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to PRCDA shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRCDA. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRCDA. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRCDA employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental

insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRCDA, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

**XX. NOTICES**

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRCDA	Mariela Vallines Fernández, Esq. Executive Director 100 Convention Boulevard San Juan, PR 00907
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To: CONTRACTOR	_____ _____ _____ _____
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**XXI. THIRD PARTIES**

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

**XXII. SUBCONTRACTS**

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2

C.F.R. § 200.101. The PRCDA shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRCDA or upon request.

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRCDA and CONTRACTOR;
  - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRCDA;
  - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRCDA;
  - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
  - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
  - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRCDA summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRCDA CDBG-DR/MIT Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR/MIT funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

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

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

- A. Compliance with Executive Order No. 24:** Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further

certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRCDA and whenever requested by the PRCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRCDA to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.

- B. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRCDA as to its compliance with this requirement.
- C. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRCDA from the payments to which it is entitled to receive under the contract.
- D. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- E. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRCDA and whenever requested by the PRCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRCDA. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

- F. Income Tax Withholding:** The PRCDA shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRCDA will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRCDA will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRCDA, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRCDA to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.:** The PRCDA and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

- L. Ethics.** CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- M. Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
  2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
  3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
  4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRCDA should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.
- N. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.
- O. Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRCDA to render this Agreement null and void and the CONTRACTOR reimburse to PRCDA all money received under this Agreement.
- P. Non-Conflict of Interest Certification:** The CONTRACTOR shall comply with Attachment I (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRCDA, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or

actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.

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

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

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

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

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

- A.** The PRCDA certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in



Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.

- C.** The CONTRACTOR certifies that it has informed PRCDA of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: \_\_\_\_\_ . 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 PRCDA.
- D.** The CONTRACTOR certifies that it has informed the PRCDA whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

#### **XXVII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

#### **XXVIII. CDBG-DR POLICIES AND PROCEDURES**

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

**XXIX. SECTION 3 CLAUSE**

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

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

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

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

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

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

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

**H.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

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

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRCDA 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.

**XXX. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352**

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**XXXI. EQUAL OPPORTUNITY**

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.** The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon

each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **XXXII. SOLID WASTE DISPOSAL ACT**

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

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

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

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

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

### **XXXIII. DRUG FREE WORKPLACE**

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

### **XXXIV. SUSPENSION AND DEBARMENT**

- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

- B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by PRCDA. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRCDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

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

**XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**XXXVII. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**XXXVIII. BANKRUPTCY**

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

**XXXIX. ENTIRE AGREEMENT**

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

**XL. MODIFICATION OF AGREEMENT**

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

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

**XLI. BINDING EFFECT**

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

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

**XLII. ASSIGNMENT OF RIGHTS**

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

**XLIII. NON-WAIVER**

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

**XLIV. ORDER OF PRECEDENCE**

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

**XLV. GOVERNING LAW JURISDICTION**

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



this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

## **XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**

### **A. Consolidation or Merger**

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

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

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

### **B. Change of Name**

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

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

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

### **C. Dissolution**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRCDA moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRCDA **at least fifteen (15) business days** prior

to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRCDA, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRCDA, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRCDA or a third party designated by the PRCDA. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRCDA following the Agreement termination.

#### **XLVII. HEADINGS**

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

#### **XLVIII. FEDERAL FUNDING**

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

#### **XLIX. RECAPTURE OF FUNDS**

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

#### **L. OVERPAYMENT**

CONTRACTOR shall be liable to the PRCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

#### **LI. SEVERABILITY**

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

#### **LII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and

the same instrument. If the Agreement is not executed by the PRCDA within **thirty (30) calendar days** of execution by the other party, this Agreement shall be null and void.

**LIII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR 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 Agreement shall so survive.

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

**PUERTO RICO CONVENTION  
DISTRICT AUTHORITY**

**VENDOR INFORMATION**

\_\_\_\_\_  
Mariela Vallines Fernández, Esq.  
Tax ID No. 66-0616233  
Unique Entity ID:

\_\_\_\_\_  
\_\_\_\_\_  
Tax ID. No. \_\_\_\_\_  
Unique Entity ID: \_\_\_\_\_



**PROGRAM MANAGEMENT AND PROJECT MANAGEMENT SERVICES  
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY ECONOMIC  
DEVELOPMENT INVESTMENT PORTFOLIO FOR GROWTH PROGRAM (IPG)  
CDBG-DR-IPG-PRCCDA-RFP-2023-01**

**Insurance Requirements**

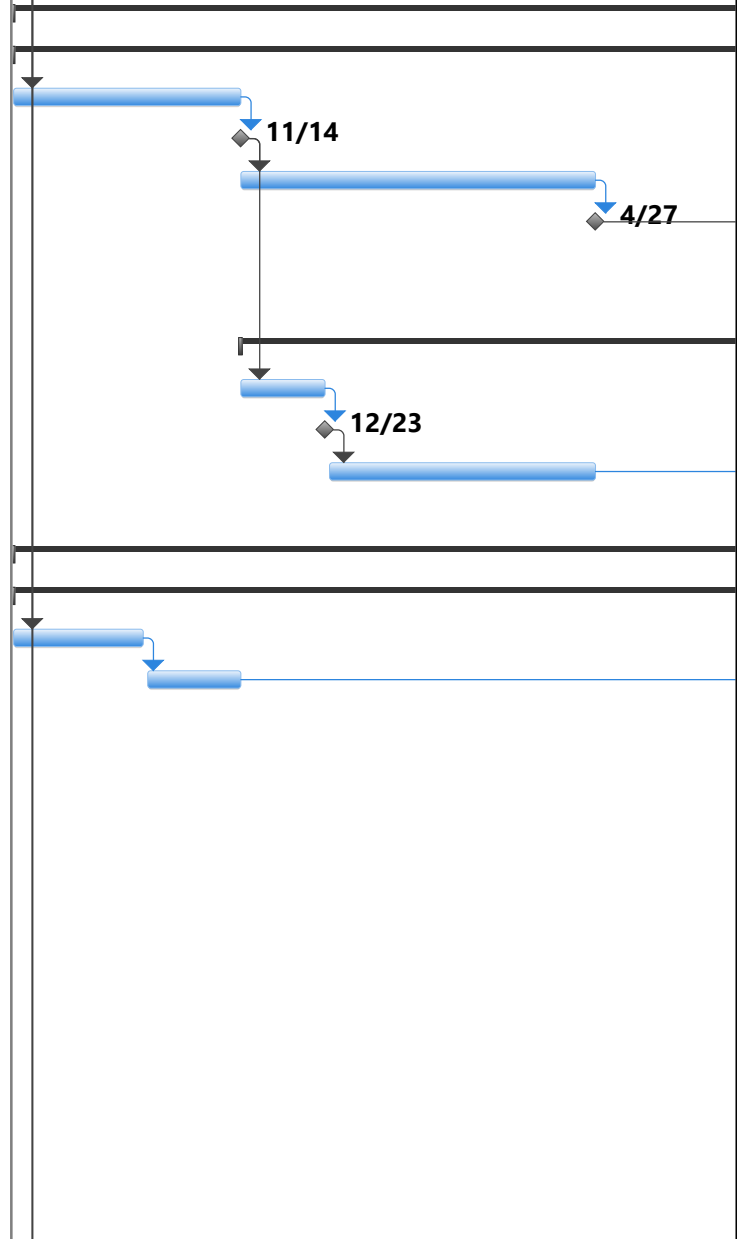
- A. State Insurance Fund Corporation's Worker's Insurance
- B. Commercial General Liability, including the following coverages and limits:
  - 1. Commercial General Liability - \$2,000,000.00 (General Aggregate)
  - 2. Commercial General Liability - Products and Complete Operations - \$1,000,000.00
  - 3. Personal Injury and Advertising - \$1,000,000.00
- C. Personal Injury - Each Occurrence - \$1,000,000.00
- D. Fire Damage - \$100,000.00 (any one person)
- E. Employees Liability - Bodily injury by Accident - \$1,000,000.00 (by employee, by accident)
- F. Employees Liability - Bodily injury by Disease - \$1,000,000.00 (by employee, by accident)
- G. Commercial Umbrella - \$3,000,000.00
- H. Automobile Liability - \$1,000,000.00 CSL (Hired & Non-Owned) with medical payments of \$5,000.00
- I. Professional General Liability and/or Errors and Omissions Policy:
  - 1. Risk, Interest, Location, and Limits:
    - i. Each Occurrence - \$1,000,000
    - ii. Aggregate - \$2,000,000
    - iii. Deductible - \$5,000.00

ID	Task Name	Duration	Start	Finish	Predecessors	Duration	Timeline				
							Qtr 2	2nd Half		1st Half	
							Qtr 3	Qtr 4	Qtr 1	Qtr 2	
1	<b>CDBG-DR Projects - PRDOH &amp; PRCDA</b>	<b>1101 days</b>	<b>Mon 8/1/22</b>	<b>Mon 10/19/26</b>		<b>1101 days</b>					
2	SRA Execution	0 days	Tue 8/2/22	Tue 8/2/22		0 days					
3	SRA Ammendment Revision	0 days	Mon 8/7/23	Mon 8/7/23	2FS+12 mo	0 days					
4	SRA Ammendment Execution	2 wks	Mon 8/7/23	Fri 8/18/23	3	2 wks					
5	<b>PRCDA Standard Operating Procedures (SOP)</b>	<b>193 days</b>	<b>Tue 8/2/22</b>	<b>Thu 4/27/23</b>		<b>193 days</b>					
6	Back End - SOP	124 days	Tue 8/2/22	Fri 1/20/23	2	124 days					
7	Hornes & PRDOH SOP Review - Request for Proposals	69 days	Mon 1/23/23	Thu 4/27/23	6	69 days					
8	Hornes & PRDOH SOP Review - Invitation to Bid	69 days	Mon 1/23/23	Thu 4/27/23	6	69 days					
9	Hornes & PRDOH SOP Review - Pre-Qualified List	69 days	Mon 1/23/23	Thu 4/27/23	6	69 days					
10	Hornes & PRDOH SOP Review - Micro & Small Puchases	69 days	Mon 1/23/23	Thu 4/27/23	6	69 days					
11	<b>2023.06.26 SPMP Schedule - Studies</b>	<b>2 wks</b>	<b>Tue 8/1/23</b>	<b>Mon 8/14/23</b>		<b>2 wks</b>					
12	<b>Environmental</b>	<b>439 days</b>	<b>Tue 8/2/22</b>	<b>Fri 4/5/24</b>		<b>439 days</b>					
13	<b>Planning</b>	<b>133 days</b>	<b>Tue 8/2/22</b>	<b>Thu 2/2/23</b>		<b>133 days</b>					
14	Prepare Environmental Documents - LOERD	132 days	Tue 8/2/22	Wed 2/1/23	2	132 days					
15	Submit Environmental - LOERD	0 days	Wed 2/1/23	Wed 2/1/23	14	0 days					
16	Environmental Review - LOERD	1 day	Thu 2/2/23	Thu 2/2/23	15	1 day					
17	Environmental Approval - LOERD	0 days	Thu 2/2/23	Thu 2/2/23	16	0 days					
18	<b>Design &amp; Construction - by Others</b>	<b>170 days</b>	<b>Mon 8/14/23</b>	<b>Fri 4/5/24</b>		<b>170 days</b>					
19	Prepare Environmental Documents - LOERD	2 wks	Mon 8/14/23	Fri 8/25/23		2 wks					
20	Environmental Review - LOERD	2 wks	Mon 8/28/23	Fri 9/8/23	19	2 wks					
21	Environmental Approval - LOERD	0 days	Fri 9/8/23	Fri 9/8/23	20	0 days					
22	Prepare Studies (Soil Study, ESA Phase 1, Water & Sanitary)	4 mons	Mon 9/11/23	Fri 12/29/23	21,11	4 mons					
23	Submit Environmental Document to IEM (24 CFR Part 58)	0 days	Fri 12/29/23	Fri 12/29/23	22	0 days					
24	Environmental Review by IEM	2 wks	Mon 1/1/24	Fri 1/12/24	23	2 wks					
25	Final Submission of Environmental Documents	0 days	Fri 1/12/24	Fri 1/12/24	24	0 days					
26	Environmental Review	3 mons	Mon 1/15/24	Fri 4/5/24	25	3 mons					
27	Environmental Approval	0 days	Fri 4/5/24	Fri 4/5/24	26	0 days					
28	<b>State Agency Recommendations - SRI</b>	<b>309 days</b>	<b>Tue 8/2/22</b>	<b>Fri 10/6/23</b>		<b>309 days</b>					
29	ACT	2 mons	Mon 8/14/23	Fri 10/6/23		2 mons					
30	AEE	2 mons	Mon 8/14/23	Fri 10/6/23		2 mons					
31	AAA	0 days	Tue 8/2/22	Tue 8/2/22		0 days					
32	NET	0 mons	Tue 8/2/22	Tue 8/2/22		0 mons					
33	<b>National Objectives</b>	<b>35 days</b>	<b>Mon 5/1/23</b>	<b>Fri 6/16/23</b>		<b>35 days</b>					
34	Submit Slum & Blight Approval Letter	0 days	Mon 5/1/23	Mon 5/1/23		0 days					
35	Sign & Approval National Objective - PRDOH	7 wks	Mon 5/1/23	Fri 6/16/23	34	7 wks					
36	<b>Project Managment Services RFP</b>	<b>116 days</b>	<b>Mon 8/7/23</b>	<b>Mon 1/15/24</b>		<b>116 days</b>					
37	Prepare SOW	2 wks	Mon 8/7/23	Fri 8/18/23	4FF	2 wks					
38	SOW Review by IEM	2 wks	Mon 8/21/23	Fri 9/1/23	37	2 wks					

Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

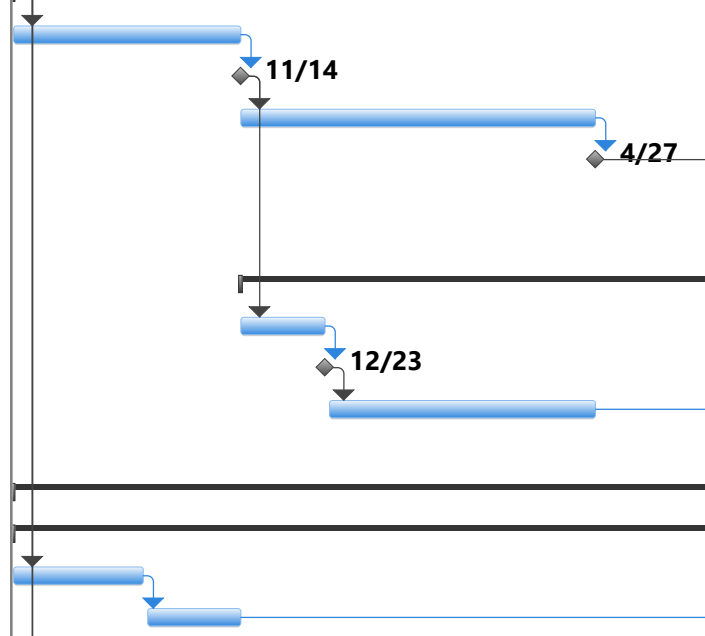
ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half				
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
39	Prepare RFP Package	1 wk	Mon 9/4/23	Fri 9/8/23	38,7	1 wk					
40	RFP Package Revision by IEM	1 wk	Mon 9/11/23	Fri 9/15/23	39	1 wk					
41	RFP Package Approval by PRDOH	1 wk	Mon 9/18/23	Fri 9/22/23	40	1 wk					
42	Project Management RFP Announcement	0 days	Fri 9/22/23	Fri 9/22/23	35,41	0 days					
43	RFP Preparation by Bidders	10 wks	Mon 9/25/23	Fri 12/1/23	42	10 wks					
44	Evaluation of Proposals	2 wks	Mon 12/4/23	Fri 12/15/23	43	2 wks					
45	Award RFP	1 day	Mon 12/18/23	Mon 12/18/23	44	1 day					
46	Contracting	1 mon	Tue 12/19/23	Mon 1/15/24	45	1 mon					
47	<b>Navy Pier Infrastructure</b>	<b>1100 days</b>	<b>Tue 8/2/22</b>	<b>Mon 10/19/26</b>		<b>1100 days</b>					
48	<b>Project Work Plan</b>	<b>309 days</b>	<b>Tue 8/2/22</b>	<b>Fri 10/6/23</b>		<b>309 days</b>					
49	Work Plan Development	75 days	Tue 8/2/22	Mon 11/14/22	2	75 days					
50	Work Plan Completed	0 days	Mon 11/14/22	Mon 11/14/22	49	0 days					
51	Work Plan Review by HORNE	118 days	Tue 11/15/22	Thu 4/27/23	50	118 days					
52	Work Plan Approved by PRDOH	0 days	Thu 4/27/23	Thu 4/27/23	51	0 days					
53	Revise Work Plan	2 wks	Mon 9/4/23	Fri 9/15/23	52,59,4	2 wks					
54	Work Plan - Final Approval by PRDOH	3 wks	Mon 9/18/23	Fri 10/6/23	53	3 wks					
55	<b>Schematic Design</b>	<b>209 days</b>	<b>Tue 11/15/22</b>	<b>Fri 9/1/23</b>		<b>209 days</b>					
56	Schematic Design	29 days	Tue 11/15/22	Fri 12/23/22	50	29 days					
57	Schematic Design Completion	0 days	Fri 12/23/22	Fri 12/23/22	56	0 days					
58	Schematic Design Review & Approval PRDOH	89 days	Mon 12/26/22	Thu 4/27/23	57	89 days					
59	Schematic Design Revision by AD&V	2 wks	Mon 8/21/23	Fri 9/1/23	58,4	2 wks					
60	<b>Procurement</b>	<b>480 days</b>	<b>Tue 8/2/22</b>	<b>Mon 6/3/24</b>		<b>480 days</b>					
61	<b>Inspection Services RFP</b>	<b>440 days</b>	<b>Tue 8/2/22</b>	<b>Mon 4/8/24</b>		<b>440 days</b>					
62	SOW	44 days	Tue 8/2/22	Fri 9/30/22	2	44 days					
63	SOW Review	31 days	Mon 10/3/22	Mon 11/14/22	62	31 days					
64	Prepare RFP Package	2 mons	Mon 7/24/23	Fri 9/15/23	63,59FF+2	2 mons					
65	RFP Package Revision by IEM	1 mon	Mon 9/18/23	Fri 10/13/23	64	1 mon					
66	RFP Package Approval by PRDOH	1 mon	Mon 10/16/23	Fri 11/10/23	65	1 mon					
67	List of Vetted Inspection Companies from PRDOH	0 days	Fri 12/29/23	Fri 12/29/23		0 days					
68	Request Proposal for Inspection Services	0 days	Fri 1/12/24	Fri 1/12/24	64,35,76FF	0 days					
69	Proposal Preparation by Vetted Company	1 mon	Mon 1/15/24	Fri 2/9/24	68	1 mon					
70	Evaluation & Negotiation of Proposal	1 mon	Mon 2/12/24	Fri 3/8/24	69	1 mon					
71	Award Proposal	1 day	Mon 3/11/24	Mon 3/11/24	70	1 day					
72	Contracting	1 mon	Tue 3/12/24	Mon 4/8/24	71	1 mon					
73	<b>Design Build RFP</b>	<b>202 days</b>	<b>Fri 8/25/23</b>	<b>Mon 6/3/24</b>		<b>202 days</b>					
74	<b>2023.07.03 NAVY PIER RFP Schedule</b>	<b>35 days</b>	<b>Fri 8/25/23</b>	<b>Thu 10/12/23</b>		<b>35 days</b>					
75	Design Build RFP Announcement	0 days	Fri 1/12/24	Fri 1/12/24	22FF+2 wk	0 days					
76	Design Builders Prepare RFP Packages	3 mons	Mon 1/15/24	Fri 4/5/24	75	3 mons					



Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half				
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
77	Evaluation of Proposals	1 mon	Mon 4/8/24	Fri 5/3/24	76	1 mon					
78	Award RFP	1 day	Mon 5/6/24	Mon 5/6/24	77	1 day					
79	Contracting	1 mon	Tue 5/7/24	Mon 6/3/24	78,27FF+1	1 mon					
80	Permit & Design	6 mons	Tue 6/4/24	Mon 11/18/24	79,72,46	6 mons					
81	Construction	24 mons	Tue 11/19/24	Mon 9/21/26	80	24 mons					
82	Project Closeout	1 mon	Tue 9/22/26	Mon 10/19/26	81	1 mon					
83	<b>Navy Pier Bulkhead &amp; Boardwalk</b>	<b>1100 days</b>	<b>Tue 8/2/22</b>	<b>Mon 10/19/26</b>		<b>1100 days</b>					
84	<b>Project Work Plan</b>	<b>309 days</b>	<b>Tue 8/2/22</b>	<b>Fri 10/6/23</b>		<b>309 days</b>					
85	Work Plan Development	75 days	Tue 8/2/22	Mon 11/14/22	2	75 days					
86	Work Plan Completed	0 days	Mon 11/14/22	Mon 11/14/22	85	0 days					
87	Work Plan Review by HORNE	118 days	Tue 11/15/22	Thu 4/27/23	86	118 days					
88	Work Plan Approved by PRDOH	0 days	Thu 4/27/23	Thu 4/27/23	87	0 days					
89	Revise Work Plan	2 wks	Mon 9/4/23	Fri 9/15/23	88,95,4	2 wks					
90	Work Plan - Final Approval by PRDOH	3 wks	Mon 9/18/23	Fri 10/6/23	89	3 wks					
91	<b>Schematic Design</b>	<b>209 days</b>	<b>Tue 11/15/22</b>	<b>Fri 9/1/23</b>		<b>209 days</b>					
92	Schematic Design	29 days	Tue 11/15/22	Fri 12/23/22	86	29 days					
93	Schematic Design Completion	0 days	Fri 12/23/22	Fri 12/23/22	92	0 days					
94	Schematic Design Review & Approval PRDOH	89 days	Mon 12/26/22	Thu 4/27/23	93	89 days					
95	Schematic Design Revision by AD&V	2 wks	Mon 8/21/23	Fri 9/1/23	94,4	2 wks					
96	<b>Procurement</b>	<b>480 days</b>	<b>Tue 8/2/22</b>	<b>Mon 6/3/24</b>		<b>480 days</b>					
97	<b>Inspection Services RFP</b>	<b>440 days</b>	<b>Tue 8/2/22</b>	<b>Mon 4/8/24</b>		<b>440 days</b>					
98	SOW	44 days	Tue 8/2/22	Fri 9/30/22	2	44 days					
99	SOW Review	31 days	Mon 10/3/22	Mon 11/14/22	98	31 days					
100	Prepare RFP Package	2 mons	Mon 7/24/23	Fri 9/15/23	95FF+2 wk	2 mons					
101	RFP Package Revision by IEM	1 mon	Mon 9/18/23	Fri 10/13/23	100	1 mon					
102	RFP Package Approval by PRDOH	1 mon	Mon 10/16/23	Fri 11/10/23	101	1 mon					
103	List of Vetted Inspection Companies from PRDOH	0 days	Fri 12/29/23	Fri 12/29/23		0 days					
104	Request Proposal for Inspection Services	0 days	Fri 1/12/24	Fri 1/12/24	35,112FF-30	0 days					
105	Proposal Preparation by Vetted Company	1 mon	Mon 1/15/24	Fri 2/9/24	104	1 mon					
106	Evaluation & Negotiation of Proposal	1 mon	Mon 2/12/24	Fri 3/8/24	105	1 mon					
107	Award Proposal	1 day	Mon 3/11/24	Mon 3/11/24	106	1 day					
108	Contracting	1 mon	Tue 3/12/24	Mon 4/8/24	107	1 mon					
109	<b>Design Build RFP</b>	<b>202 days</b>	<b>Fri 8/25/23</b>	<b>Mon 6/3/24</b>		<b>202 days</b>					
110	<b>2023.07.03 BULKHEAD RFP Schedule</b>	<b>35 days</b>	<b>Fri 8/25/23</b>	<b>Thu 10/12/23</b>		<b>35 days</b>					
111	Design Build RFP Announcement	0 days	Fri 1/12/24	Fri 1/12/24	95,22FF+2	0 days					
112	Design Builders Prepare RFP Packages	3 mons	Mon 1/15/24	Fri 4/5/24	111	3 mons					
113	Evaluation of Proposals	1 mon	Mon 4/8/24	Fri 5/3/24	112	1 mon					
114	Award RFP	1 day	Mon 5/6/24	Mon 5/6/24	113	1 day					

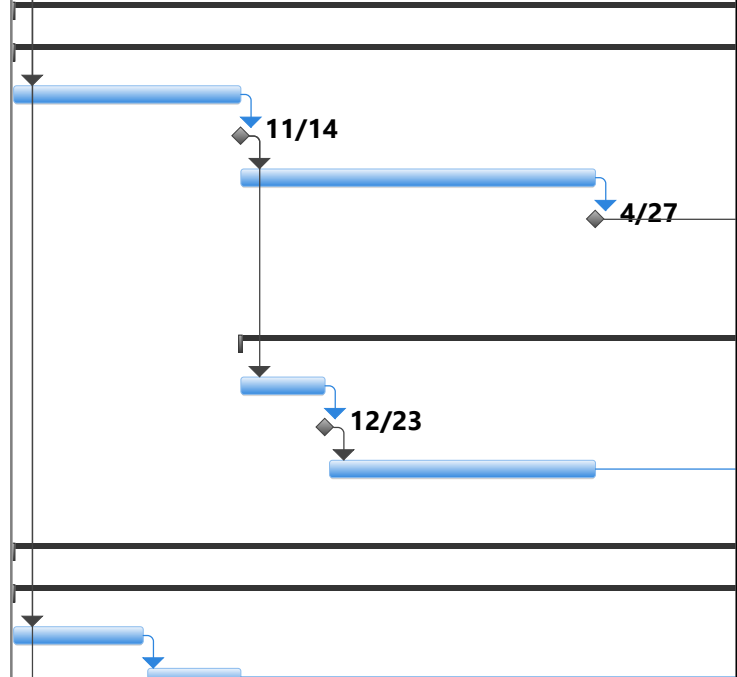


Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



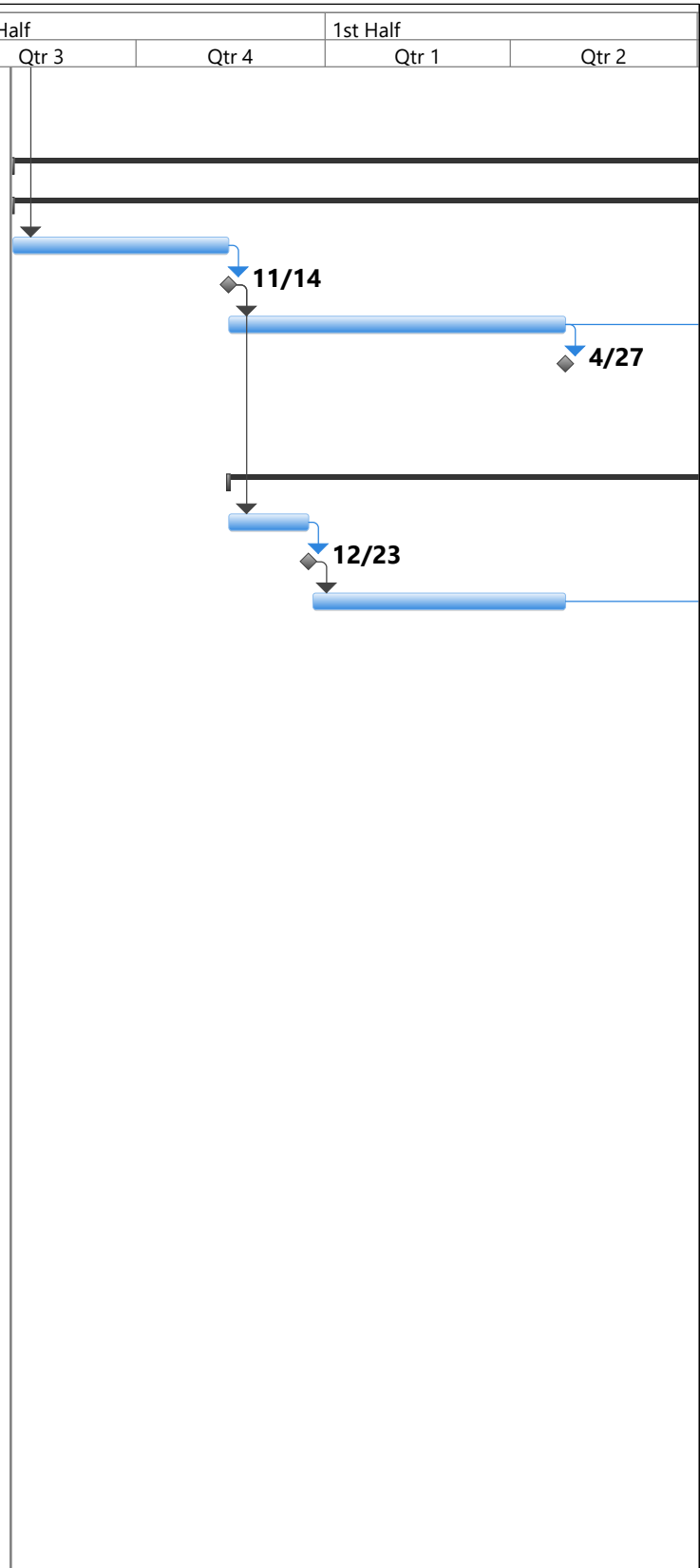
ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half				
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
115	Contracting	1 mon	Tue 5/7/24	Mon 6/3/24	90,114,27F	1 mon					
116	Permit & Design	6 mons	Tue 6/4/24	Mon 11/18/24	108,115,466	6 mons					
117	Construction	24 mons	Tue 11/19/24	Mon 9/21/26	116,229	24 mons					
118	Project Closeout	1 mon	Tue 9/22/26	Mon 10/19/26	117	1 mon					
119	<b>Fernandez Juncos - Ramon Power, Calle 3, Calle 5</b>	<b>1100 days</b>	<b>Tue 8/2/22</b>	<b>Mon 10/19/26</b>		<b>1100 days</b>					
120	<b>Project Work Plan</b>	<b>309 days</b>	<b>Tue 8/2/22</b>	<b>Fri 10/6/23</b>		<b>309 days</b>					
121	Work Plan Development	75 days	Tue 8/2/22	Mon 11/14/22	2	75 days					
122	Work Plan Completed	0 days	Mon 11/14/22	Mon 11/14/22	121	0 days					
123	Work Plan Review by HORNE	118 days	Tue 11/15/22	Thu 4/27/23	122	118 days					
124	Work Plan Approved by PRDOH	0 days	Thu 4/27/23	Thu 4/27/23	123	0 days					
125	Revise Work Plan	2 wks	Mon 9/4/23	Fri 9/15/23	124,131,4	2 wks					
126	Work Plan - Final Approval by PRDOH	3 wks	Mon 9/18/23	Fri 10/6/23	125	3 wks					
127	<b>Schematic Design</b>	<b>209 days</b>	<b>Tue 11/15/22</b>	<b>Fri 9/1/23</b>		<b>209 days</b>					
128	Schematic Design	29 days	Tue 11/15/22	Fri 12/23/22	122	29 days					
129	Schematic Design Completion	0 days	Fri 12/23/22	Fri 12/23/22	128	0 days					
130	Schematic Design Review & Approval PRDOH	89 days	Mon 12/26/22	Thu 4/27/23	129	89 days					
131	Schematic Design Revision by AD&V	2 wks	Mon 8/21/23	Fri 9/1/23	130,4	2 wks					
132	<b>Procurement</b>	<b>480 days</b>	<b>Tue 8/2/22</b>	<b>Mon 6/3/24</b>		<b>480 days</b>					
133	<b>Inspection Services RFP</b>	<b>440 days</b>	<b>Tue 8/2/22</b>	<b>Mon 4/8/24</b>		<b>440 days</b>					
134	SOW	44 days	Tue 8/2/22	Fri 9/30/22	2	44 days					
135	SOW Review	31 days	Mon 10/3/22	Mon 11/14/22	134	31 days					
136	Prepare RFP Package	2 mons	Mon 7/24/23	Fri 9/15/23	131FF+2 w	2 mons					
137	RFP Package Revision by IEM	1 mon	Mon 9/18/23	Fri 10/13/23	136	1 mon					
138	RFP Package Approval by PRDOH	1 mon	Mon 10/16/23	Fri 11/10/23	137	1 mon					
139	List of Vetted Inspection Companies from PRDOH	0 days	Fri 12/29/23	Fri 12/29/23		0 days					
140	Request Proposal for Inspection Services	0 days	Fri 1/12/24	Fri 1/12/24	35,148FF-3	0 days					
141	Proposal Preparation by Vetted Company	1 mon	Mon 1/15/24	Fri 2/9/24	140	1 mon					
142	Evaluation & Negotiation of Proposal	1 mon	Mon 2/12/24	Fri 3/8/24	141	1 mon					
143	Award Proposal	1 day	Mon 3/11/24	Mon 3/11/24	142	1 day					
144	Contracting	1 mon	Tue 3/12/24	Mon 4/8/24	143	1 mon					
145	<b>Design Build RFP</b>	<b>202 days</b>	<b>Fri 8/25/23</b>	<b>Mon 6/3/24</b>		<b>202 days</b>					
146	<b>2023.07.03 FJ RFP Schedule</b>	<b>35 days</b>	<b>Fri 8/25/23</b>	<b>Thu 10/12/23</b>		<b>35 days</b>					
147	Design Build RFP Announcement	0 days	Fri 1/12/24	Fri 1/12/24	22FF+2 wk	0 days					
148	Design Builders Prepare RFP Packages	3 mons	Mon 1/15/24	Fri 4/5/24	147	3 mons					
149	Evaluation of Proposals	1 mon	Mon 4/8/24	Fri 5/3/24	148	1 mon					
150	Award RFP	1 day	Mon 5/6/24	Mon 5/6/24	149	1 day					
151	Contracting	1 mon	Tue 5/7/24	Mon 6/3/24	150,27FF+1	1 mon					
152	Permit & Design & Construction	6 mons	Tue 6/4/24	Mon 11/18/24	144,151,466	6 mons					



Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

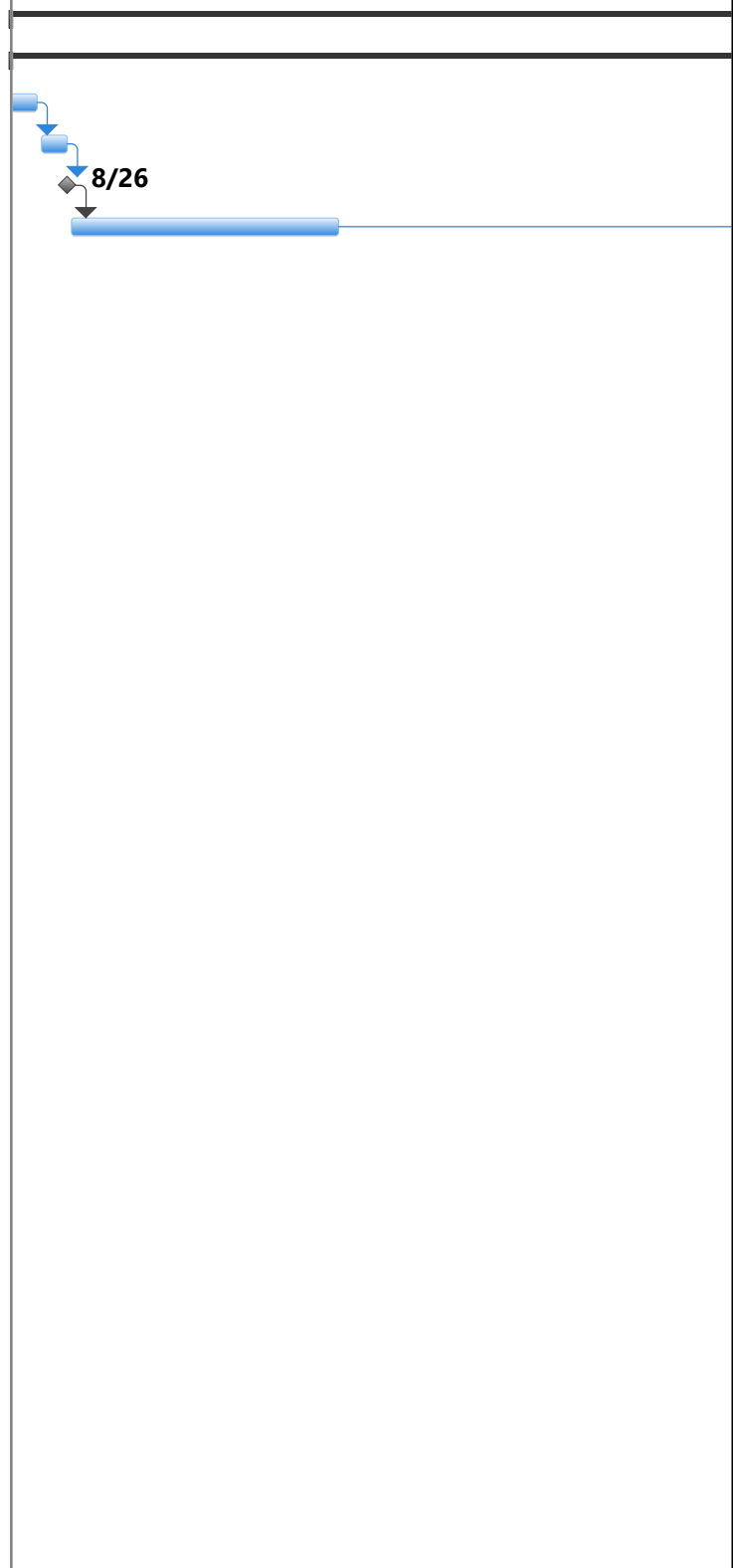
ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half				
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
153	Construction	24 mons	Tue 11/19/24	Mon 9/21/26	152	24 mons					
154	Project Closeout	1 mon	Tue 9/22/26	Mon 10/19/26	153	1 mon					
155	<b>Pedestrian Bridges</b>	<b>1100 days</b>	<b>Tue 8/2/22</b>	<b>Mon 10/19/26</b>		<b>1100 days</b>					
156	<b>Project Work Plan</b>	<b>309 days</b>	<b>Tue 8/2/22</b>	<b>Fri 10/6/23</b>		<b>309 days</b>					
157	Work Plan Development	75 days	Tue 8/2/22	Mon 11/14/22	2	75 days					
158	Work Plan Completed	0 days	Mon 11/14/22	Mon 11/14/22	157	0 days					
159	Work Plan Review by HORNE	118 days	Tue 11/15/22	Thu 4/27/23	158	118 days					
160	Work Plan Approved by PRDOH	0 days	Thu 4/27/23	Thu 4/27/23	159	0 days					
161	Revise Work Plan	2 wks	Mon 9/4/23	Fri 9/15/23	159,167,4	2 wks					
162	Work Plan - Final Approval by PRDOH	3 wks	Mon 9/18/23	Fri 10/6/23	161	3 wks					
163	<b>Schematic Design</b>	<b>209 days</b>	<b>Tue 11/15/22</b>	<b>Fri 9/1/23</b>		<b>209 days</b>					
164	Schematic Design	29 days	Tue 11/15/22	Fri 12/23/22	158	29 days					
165	Schematic Design Completion	0 days	Fri 12/23/22	Fri 12/23/22	164	0 days					
166	Schematic Design Review & Approval PRDOH	89 days	Mon 12/26/22	Thu 4/27/23	165	89 days					
167	Schematic Design Revision by AD&V	2 wks	Mon 8/21/23	Fri 9/1/23	166,4	2 wks					
168	<b>Procurement</b>	<b>206 days</b>	<b>Mon 8/21/23</b>	<b>Mon 6/3/24</b>		<b>206 days</b>					
169	<b>Inspection Services RFP</b>	<b>166 days</b>	<b>Mon 8/21/23</b>	<b>Mon 4/8/24</b>		<b>166 days</b>					
170	SOW	2 wks	Mon 8/21/23	Fri 9/1/23	4	2 wks					
171	SOW Review	2 wks	Mon 9/4/23	Fri 9/15/23	170	2 wks					
172	Prepare RFP Package	2 wks	Mon 9/18/23	Fri 9/29/23	167FF+2 w	2 wks					
173	RFP Package Revision by IEM	2 wks	Mon 10/2/23	Fri 10/13/23	172	2 wks					
174	RFP Package Approval by PRDOH	2 wks	Mon 10/16/23	Fri 10/27/23	173	2 wks					
175	List of Vetted Inspection Companies from PRDOH	0 days	Fri 12/29/23	Fri 12/29/23		0 days					
176	Request Proposal for Inspection Services	0 days	Fri 1/12/24	Fri 1/12/24	35,184FF-30	0 days					
177	Proposal Preparation by Vetted Company	1 mon	Mon 1/15/24	Fri 2/9/24	176	1 mon					
178	Evaluation & Negotiation of Proposal	1 mon	Mon 2/12/24	Fri 3/8/24	177	1 mon					
179	Award Proposal	1 day	Mon 3/11/24	Mon 3/11/24	178	1 day					
180	Contracting	1 mon	Tue 3/12/24	Mon 4/8/24	179	1 mon					
181	<b>Design Build RFP</b>	<b>202 days</b>	<b>Fri 8/25/23</b>	<b>Mon 6/3/24</b>		<b>202 days</b>					
182	<b>2023.07.03 BRIDGES RFP Schedule</b>	<b>35 days</b>	<b>Fri 8/25/23</b>	<b>Thu 10/12/23</b>		<b>35 days</b>					
183	Design Build RFP Announcement	0 days	Fri 1/12/24	Fri 1/12/24	22FF+2 wk	0 days					
184	Design Builders Prepare RFP Packages	3 mons	Mon 1/15/24	Fri 4/5/24	183	3 mons					
185	Evaluation of Proposals	1 mon	Mon 4/8/24	Fri 5/3/24	184	1 mon					
186	Award RFP	1 day	Mon 5/6/24	Mon 5/6/24	185	1 day					
187	Contracting	1 mon	Tue 5/7/24	Mon 6/3/24	186,27FF+1	1 mon					
188	Permit & Design	6 mons	Tue 6/4/24	Mon 11/18/24	180,187,46	6 mons					
189	Construction	24 mons	Tue 11/19/24	Mon 9/21/26	188	24 mons					
190	Project Closeout	1 mon	Tue 9/22/26	Mon 10/19/26	189	1 mon					



Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half				
							Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
191	<b>Pilot Relocation</b>	<b>471 days</b>	<b>Mon 8/1/22</b>	<b>Mon 5/20/24</b>		<b>471 days</b>					
192	<b>URA Compliance</b>	<b>461 days</b>	<b>Mon 8/1/22</b>	<b>Mon 5/6/24</b>		<b>461 days</b>					
193	General Information Notice (GIN) - Prepare & Approve	2 wks	Mon 8/1/22	Fri 8/12/22		2 wks					
194	Evaluate Eligibility	2 wks	Mon 8/15/22	Fri 8/26/22	193	2 wks					
195	Notify Eligibility	0 days	Fri 8/26/22	Fri 8/26/22	194	0 days					
196	Notice to Vacate Property	90 days	Mon 8/29/22	Fri 12/30/22	195	90 days					
197	<b>Tenant Relocation</b>	0 days	Mon 5/6/24	Mon 5/6/24	196,228	0 days					
198	<b>Project Work Plan</b>	<b>55 days</b>	<b>Mon 8/21/23</b>	<b>Fri 11/3/23</b>		<b>55 days</b>					
199	Work Plan Development	1 mon	Mon 8/21/23	Fri 9/15/23	4	1 mon					
200	Work Plan Completed	0 days	Fri 9/15/23	Fri 9/15/23	199	0 days					
201	Work Plan Review by IEM	1 mon	Mon 9/18/23	Fri 10/13/23	200	1 mon					
202	Work Plan Approved by PRDOH	3 wks	Mon 10/16/23	Fri 11/3/23	201	3 wks					
203	<b>Design</b>	<b>75 days</b>	<b>Mon 8/21/23</b>	<b>Fri 12/1/23</b>		<b>75 days</b>					
204	Schematic Design	2 wks	Mon 8/21/23	Fri 9/1/23	4	2 wks					
205	Schematic Design Completion by AD&V	0 days	Fri 9/1/23	Fri 9/1/23	204	0 days					
206	Schematic Design Review & Approval by PRCCDA	2 wks	Mon 9/4/23	Fri 9/15/23	205	2 wks					
207	Construction Documents Completion by AD&V	3 wks	Mon 9/18/23	Fri 10/6/23	206	3 wks					
208	Permits	2 mons	Mon 10/9/23	Fri 12/1/23	207	2 mons					
209	<b>Procurement</b>	<b>101 days</b>	<b>Mon 8/21/23</b>	<b>Mon 1/8/24</b>		<b>101 days</b>					
210	<b>Inspection Services RFP - Temporary Relocation</b>	<b>101 days</b>	<b>Mon 8/21/23</b>	<b>Mon 1/8/24</b>		<b>101 days</b>					
211	SOW	2 wks	Mon 8/21/23	Fri 9/1/23	4	2 wks					
212	SOW Review	2 wks	Mon 9/4/23	Fri 9/15/23	211	2 wks					
213	Prepare RFP Package	2 wks	Mon 9/18/23	Fri 9/29/23	212,7,206F	2 wks					
214	RFP Package Revision by IEM	2 wks	Mon 10/2/23	Fri 10/13/23	213	2 wks					
215	RFP Package Approval by PRDOH	2 wks	Mon 10/16/23	Fri 10/27/23	214	2 wks					
216	Announce RFP for Inspection Services	0 days	Fri 10/27/23	Fri 10/27/23	35,224FF-30	0 days					
217	Proposal Preparation by Vetted Company	2 wks	Mon 10/30/23	Fri 11/10/23	216	2 wks					
218	Evaluation & Negotiation of Proposal	1 mon	Mon 11/13/23	Fri 12/8/23	217	1 mon					
219	Award Proposal	1 day	Mon 12/11/23	Mon 12/11/23	218	1 day					
220	Contracting	1 mon	Tue 12/12/23	Mon 1/8/24	219	1 mon					
221	<b>Design Build RFP</b>	<b>81 days</b>	<b>Mon 9/18/23</b>	<b>Mon 1/8/24</b>		<b>81 days</b>					
222	<b>2023.07.03 PILOTS RFP Schedule</b>	1 mon	Mon 9/18/23	Fri 10/13/23	206	1 mon					
223	Design Build RFP Announcement	0 days	Fri 10/13/23	Fri 10/13/23	206,222,200	0 days					
224	Design Builders Prepare RFP Packages	1 mon	Mon 10/16/23	Fri 11/10/23	223	1 mon					
225	Evaluation of Proposals	1 mon	Mon 11/13/23	Fri 12/8/23	224	1 mon					
226	Award RFP	1 day	Mon 12/11/23	Mon 12/11/23	225	1 day					
227	Contracting	1 mon	Tue 12/12/23	Mon 1/8/24	226,35,2021	1 mon					
228	Temporary Relocation - Construction	4 mons	Tue 1/16/24	Mon 5/6/24	220,227,464	4 mons					



Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

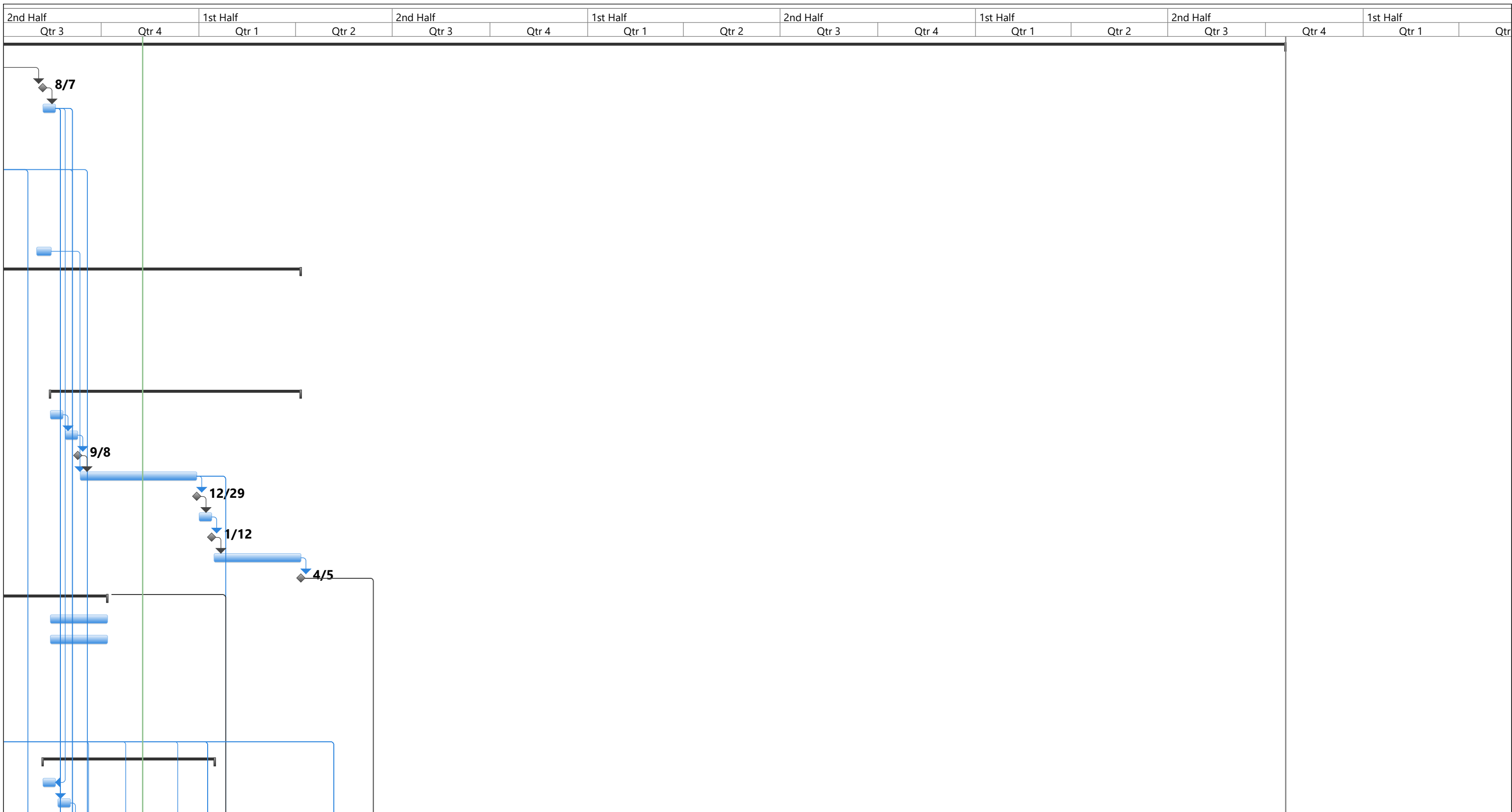
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Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	Duration	2nd Half		1st Half	
							Qtr 2	Qtr 3	Qtr 4	Qtr 1
229	Project Closeout	2 wks	Tue 5/7/24	Mon 5/20/24	228	2 wks				



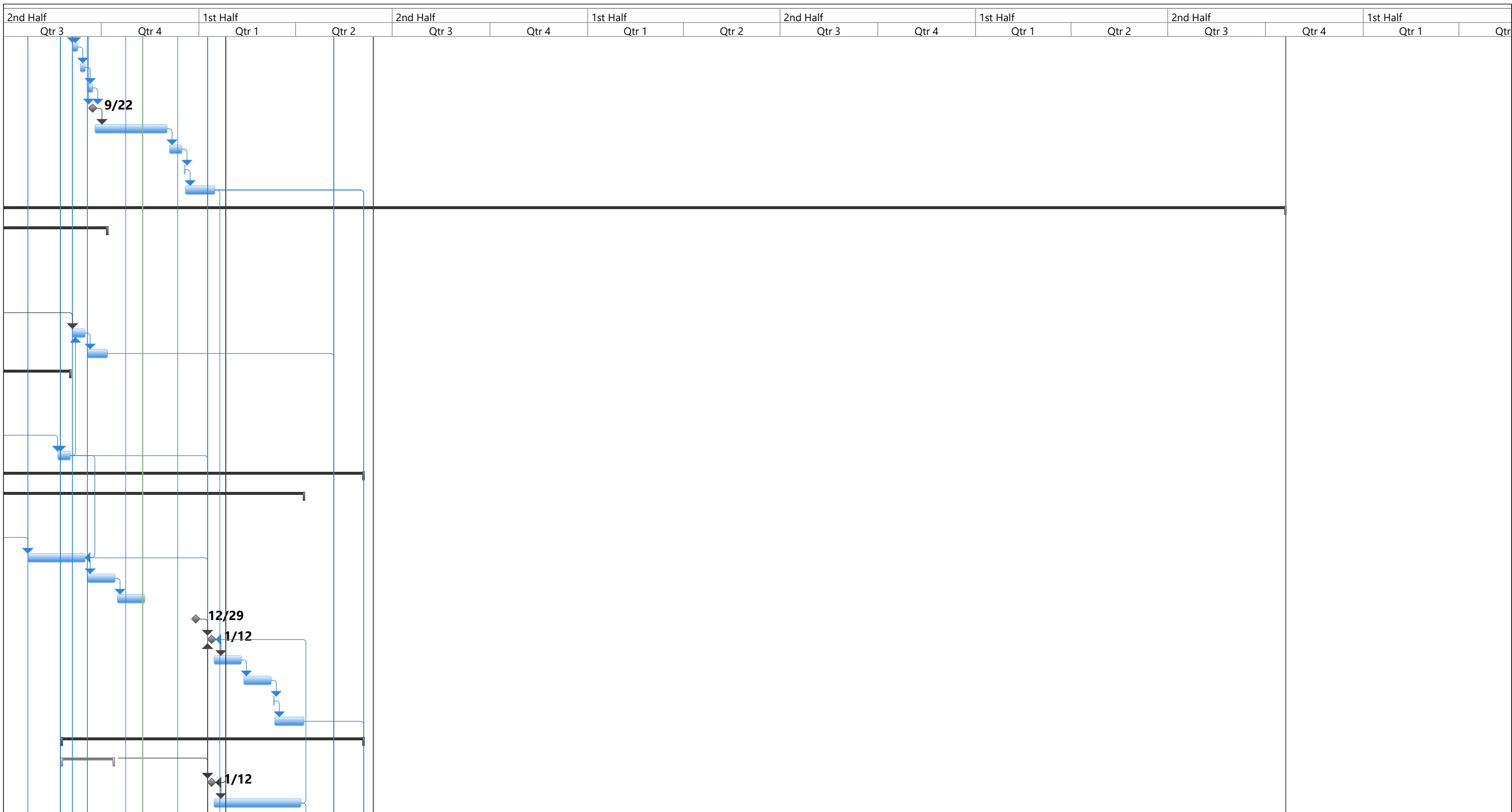
Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



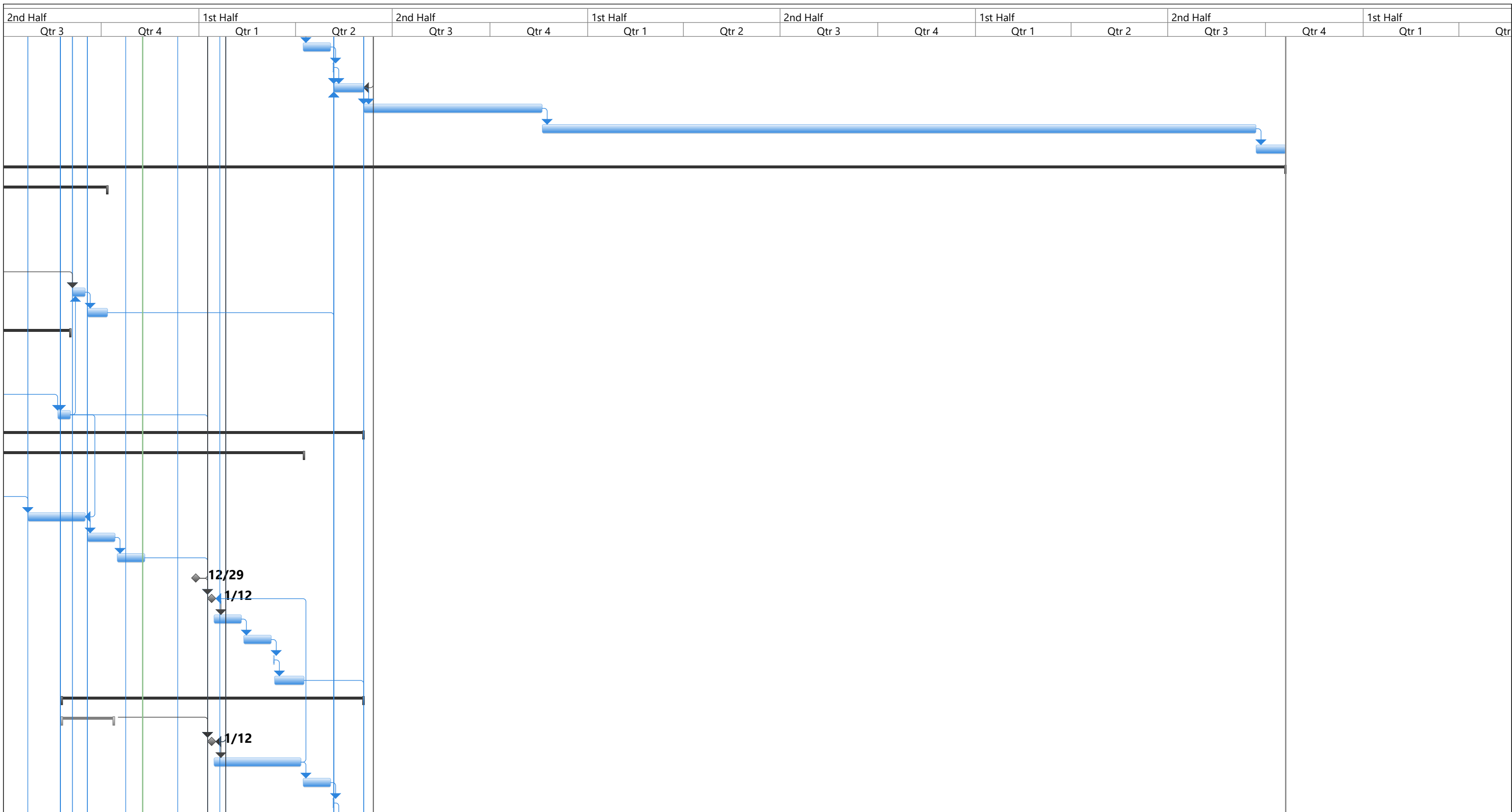
Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



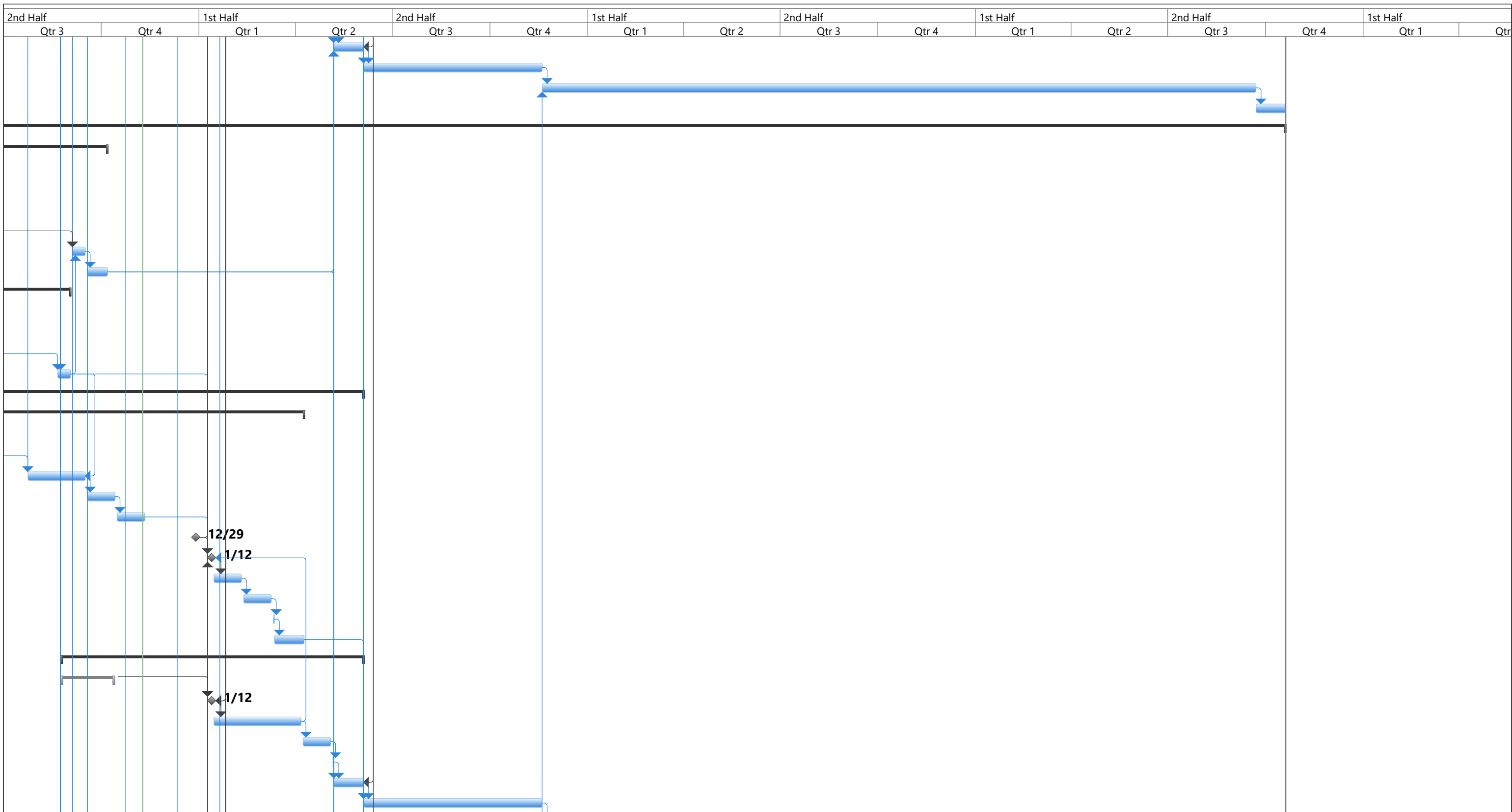
Project: Bahia Urbana SRA Sche  
 Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
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Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

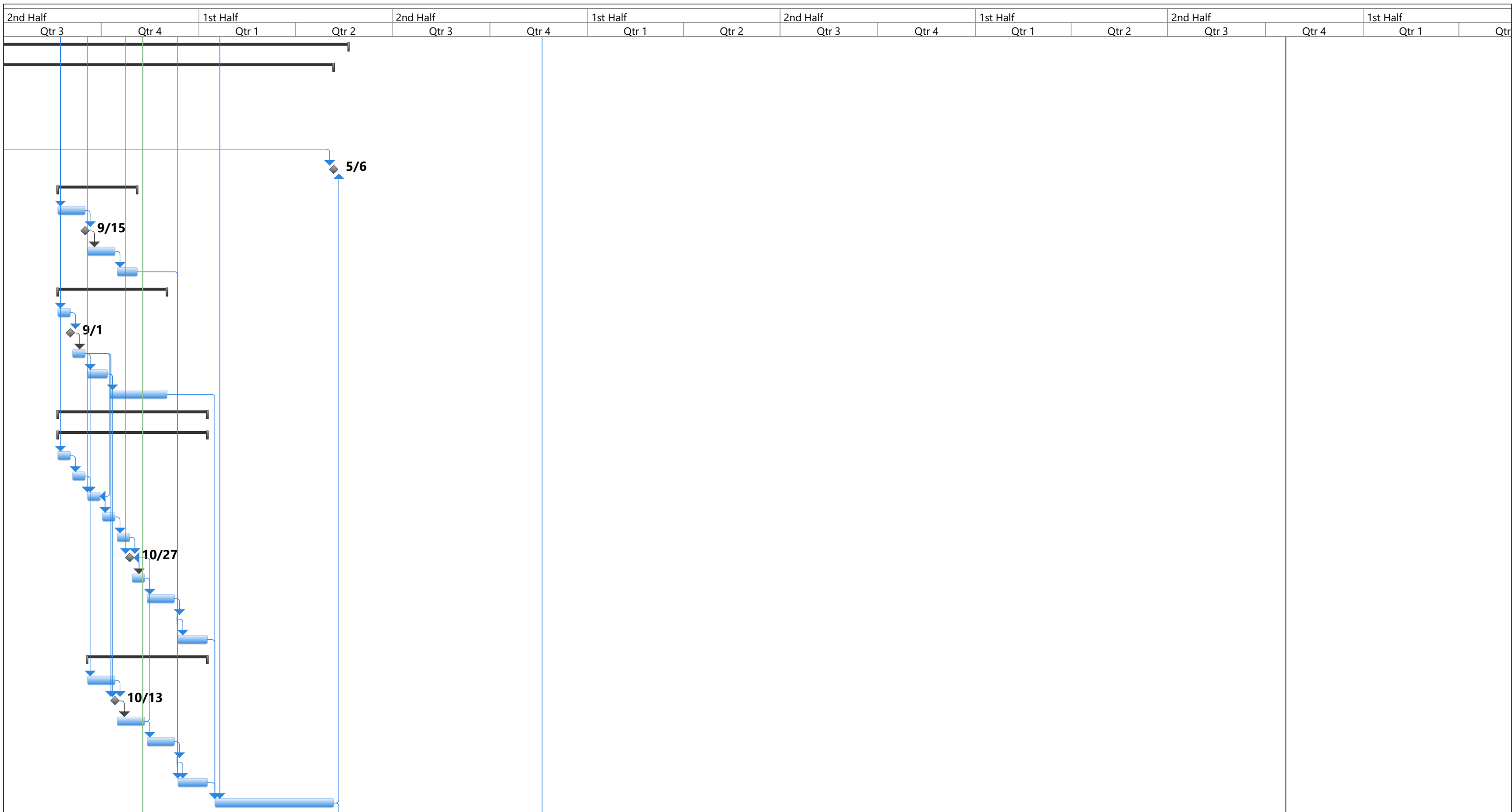


Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



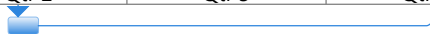




Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline
Split		Inactive Task		Duration-only		Finish-only		Progress
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress
Summary		Inactive Summary		Manual Summary		External Milestone		

2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half	
Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2



Project: Bahia Urbana SRA Sche  
Date: Thu 11/9/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



**PROJECT DESCRIPTION**  
**Navy Frontier Site Infrastructure**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Convention Center District Authority**  
**RFP No. CDBDG-DR-IPG-PRCCDA-2022-XX**

**I. Project Detail Description**

- a. The Site Infrastructure Improvements project is located on the area known as Navy Frontier in the Puerta de Tierra Ward of Islet of San Juan. The lots to be developed with new public infrastructure are limited to the north by the Fernández Juncos Avenue, and to the south by the San Antonio Channel of the San Juan Bay.

The Navy Frontier Site Infrastructure project extends in an East-West direction, bordered to the West by the United States Corps of Engineers, to the East by the property of the Federal Drug Administration, to the North, partially by Fernandez Juncos Avenue and with the property of the Federal Drug Administration and to the South by the San Antonio Canal.



*Figure 1 San Juan Map | Site Context*

The project scope includes site clearing, demolition work, potable water, sewer, storm water, power, street lighting, sidewalk, and road infrastructure to support the development of the site and surrounding areas. This development will generate public spaces, parks for recreation and the development of green areas, creating a destination in Puerta de Tierra.

The proposal seeks to modernize public infrastructure and fulfil the potential of this site, envisioning a future development of the lots including hotel, residential, retail and park components. Promenades, public pedestrian pathways and parks between the parcels will create a connection of the site's boardwalk with a larger public pedestrian network accessed through the improved areas in the Fernandez Juncos Avenue. Green infrastructure will also be incorporated in the design of the visual corridors and network connections, improving the environmental condition of the site, and promoting a pleasant urban environment.

The site's existing conditions create an interruption of the potential connection between the Old San Juan Islet and the Convention District, Condado & areas. These are San Juan's main touristic areas; creating a walkable, pleasant connection between them will further drive tourism and economic growth in the area. The project proposes the development of areas that are abandoned or underutilized in order to revitalize and support the creation of a mixed-use district that can include commercial, touristic and residential uses, creating an attractive urban environment. These uses would improve existing conditions, eliminate blight, and complement the activities already present in the San Juan Islet and adjoining touristic areas. The proposed project and improvements support an optimization of the site's land use, improve the urban quality of the community, promote the use of alternate transportation methods, and support the economic development of San Juan and the island as a whole.

The intention of the project is to enhance and significantly upgrade the southern connector to Old San Juan, providing a modern network that reinforces the public policy to transform the harbor area known as "Bahia Urbana" and support the current public and private investment for the renewal of the San Juan Waterfront area. The project aims to modernize the circulation networks by providing greater security, improving walkability, presenting an enjoyable and welcoming doorway to Old San Juan, enhancing the visitor experience, offering better to facilities to area residents and benefiting local economic development as whole.

This site has been the object of multiple master plan development proposals in the past that have not materialized, including the San Juan Waterfront (proposed in Site Consultation 2008-79-0620-JGU), the proposal described in the "Plan de Uso de Terreno y Reglamento de Zonificación Especial para la Entrada a la Isleta de San Juan", and San Juan's Walkable City Plan. This project maintains the intention and purpose of previous plans, building upon them and updating them according to Puerta de Tierra's current condition.



## PROJECT DESCRIPTION

### **Fernández Juncos Ave. Improvements Plus Improvements to Streets No. 3, No. 5 and Ramón Power**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery**

**Puerto Rico Convention Center District Authority**

**RFP No. CDBDG-DR-IPG-PRCCDA-2022-XX**

**2023.08.11**

#### **I. Project Detail Description**

- a. The project described in this Request for Proposal (RFP) focuses on improving streets and infrastructure along Fernández Juncos Avenue. The enhancements will span from the "Isla Grande" entry point up to the junction with del Muelle Street, which serves as the entrance to Old San Juan. (See Figure 1)

Additionally, the project encompasses enhancements to Streets No. 3, No. 5, and Ramón Power, extending from Fernández Juncos Avenue to Muñoz Rivera Avenue. This undertaking involves the complete design and construction of a new streetscape, landscape, lighting, sidewalks, traffic control systems, traffic signals, parallel parking facilities, as well as the implementation of stormwater management measures for the existing street.

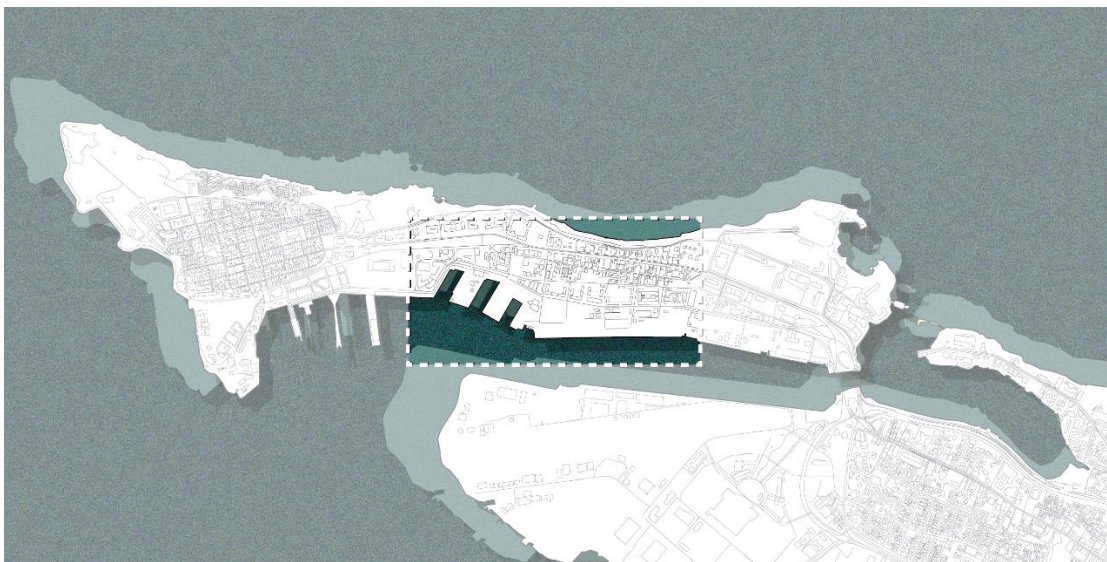
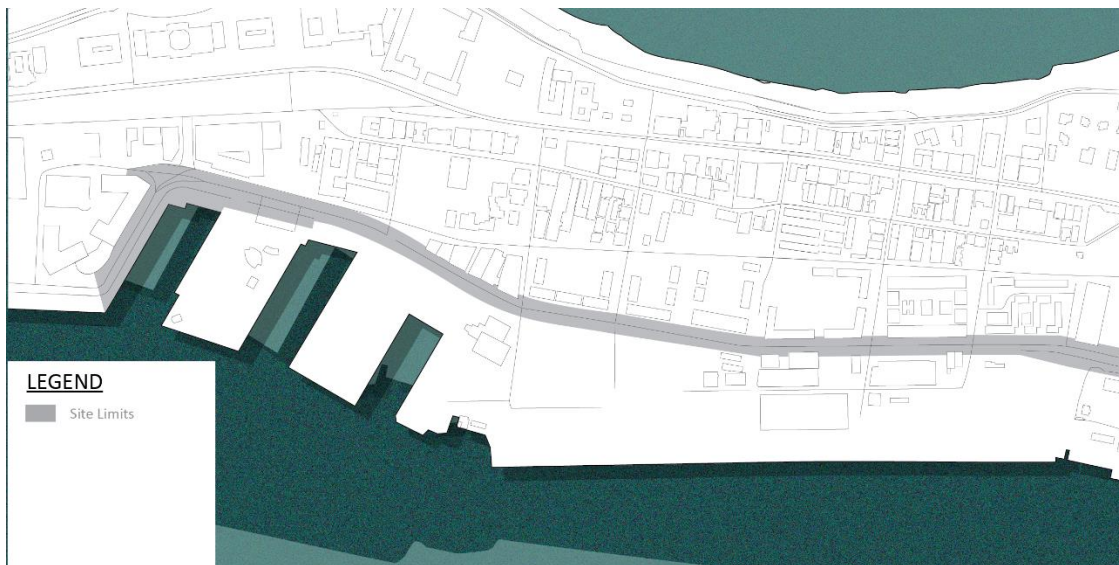


Figure 1 San Juan Map | Site Context





The segment of the Fernandez Juncos Ave. to be impacted by the project is a government owned avenue; Ramón Power Street, Street #3 and Street #5 are municipal streets.

Improvements proposed to Ramón Power Street, Street #3 and Street #5 will create a North-South connection for the proposed Navy Pier boardwalk with the Luis Muñoz Rivera Park, Tercer Milenio Park, Escambrón beach and the Paseo Lineal de Puerta de Tierra which itself connects all the way to Old San Juan. Therefore, this project will foster a larger network of public areas and safe pedestrian circulation for the area of benefit beyond Puerta de Tierra, but also for the entire Puerto Rican population.

The site's existing conditions create an interruption of the potential connection between the Old San Juan Islet and the Convention District, Condado & Miramar areas. These are San Juan's main touristic areas; creating a walkable, pleasant connection between them will further drive tourism and economic growth in the area. The project proposes the development of areas that are abandoned or underutilized in order to revitalize and support the creation of a mixed-use district that can include commercial, touristic and residential uses, creating an attractive urban environment. These uses would improve existing conditions, eliminate blight, and complement the activities already present in the San Juan Islet and adjoining touristic areas. These improvements will benefit all residents of the San Juan Isle which is an Area of Benefit where 63% is qualified as Low-Moderate Income as per Census tract. The proposed project and improvements support an optimization of the site's land use, improve the urban quality of the community, promote the use of alternate transportation methods, and support the economic development of San Juan and the island as a whole.

The intention of the project is to enhance and significantly upgrade the southern connector to Old San Juan, providing a modern network that reinforces the public policy to transform the harbor area known as “Bahia Urbana” and support the current public and private investment for the renewal of the San Juan Waterfront area. The length of the existing Fernandez Juncos Avenue to be intervened is approximately 1,425 meters. The project aims to modernize the circulation networks by providing greater security, improving walkability, presenting an enjoyable and welcoming doorway to Old San Juan, enhancing the visitor experience, offering better ?? to facilities to area residents and benefiting local economic development as whole.

This site has been the object of multiple master plan development proposals in the past that have not materialized, including the San Juan Waterfront (proposed in Site Consultation 2008-79-0620-JGU), the proposal described in the “Plan de Uso de Terreno y Reglamento de Zonificación Especial para la Entrada a la Isleta de San Juan”, San Juan’s Walkable City Plan, and the Golden Triangle vision. This project maintains the intention and purpose of previous plans, building upon them and updating them according to Puerta de Tierra’s current condition.

The site impacted by this project is a government owned avenue. Improvements to the Fernandez Juncos Avenue proposed by this project will directly impact the population of low-income housing developments in the Puerta de Tierra area such as Bayshore Villas, the Falansterio, San Antonio, and San Agustin housing developments. Improving street and sidewalk conditions will allow Puerta de Tierra’s residents to enjoy a quality urban environment with improved connections to adjacent areas in San Juan. (See Figure 3)

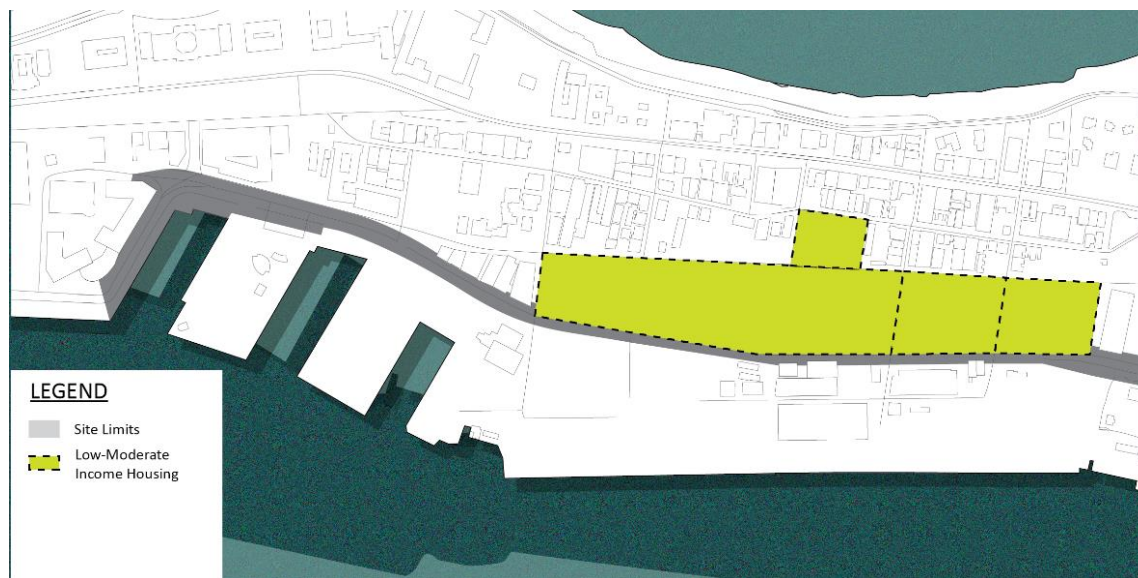


Figure 3 Low Income Housing





**PROJECT DESCRIPTION**  
**Pedestrian Bridges**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Convention Center District Authority**  
**RFP No. CDBDG-DR-IPG-PRCCDA-2022-XX**  
**2023.08.11**

**I. Project Detail Description**

- a. This project is strategically located at the entrance of Old San Juan and includes the development of two pedestrian bridges (Bridge A and B) connecting the improvements of the Fernandez Juncos Avenue with Miramar, Convention District, and Condado. The project will include the design and the construction of new streetscape, landscape, lighting, sidewalks, traffic control, traffic signaling, bike lanes, storm water management of the existing street, among others. The length of the right of way from Street No.5 to Intersection with "Isla Grande" represents approximately 1,891 feet of roadway to be intervened.

The project reinvents the typology of the bridge as both transitional and recreational spaces. The design of the bridges references an organic style that embodies the tracing of the main paths and landscaping allowing pedestrians to diversify their spatial experiences. These bridges achieve an integration into the city, and it harmoniously coexists with the existing buildings and urban landscape.



*Figure 1 Area of Intervention – Isla Grande Intersection*

The implementation of the pedestrian bridges and street/infrastructure improvements restores the zone and will provide an enhanced connectivity between its surroundings

and to the urban environment of the area such as Condado, Miramar, Old San Juan, and Convention Center. This undertaking aims to create a conscious integration of the current and future residential, tourism, commercial and entertainment activities in the area, which although in proximity are currently ill-planned, isolated, hostile, and inaccessible. The project will also correct existing infrastructure and modernize the circulation networks by providing greater security, improving walkability, presenting an enjoyable and welcoming doorway to Old San Juan, enhancing the visitor experience, offering better facilities to area residents and benefiting local economic development as whole.



**PROJECT DESCRIPTION**  
**Navy Frontier Pier New Boardwalk and Bulkhead Repairs**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Convention Center District Authority**  
**RFP No. CDBDG-DR-IPG-PRCCDA-2022-XX**  
**2023.08.11**

**I. Project Detail Description**

- a. The New Boardwalk and Bulkhead Repairs project is located on the area known as Navy Frontier. The Navy Frontier Site Infrastructure project extends in an East-West direction, bordered to the West by the United States Corps of Engineers, to the East by the property of the Federal Drug Administration, to the North, partially by Fernandez Juncos Avenue and with the property of the Federal Drug Administration and to the South by the San Antonio Canal.

The project will be developed adjacent to the newly formed 13 parcels. The Scope of Work of this project includes the design and construction of the structural repairs to the existing bulkhead and the construction of a new boardwalk located on the harbor front of the San Antonio Canal in the area that is commonly referred to as the Navy Frontier Pier located on the Islet of San Juan.



*Figure 1 San Juan Map | Site Context*

This waterfront area of approximately 1,300 feet in length will provide public access to the waterfront, places to enjoy the views, vibrant cultural and social outdoor spaces and will ease the pedestrian navigation. The waterfront area will also integrate green infrastructure, improving the existing stormwater management and environmental

conditions of the site. Design of the waterfront boardwalk will take into consideration flood issues, accessibility, and walkability. Elements that provide shade, urban furnishings and other details shall be incorporated to provide a consistent and high-quality experience.

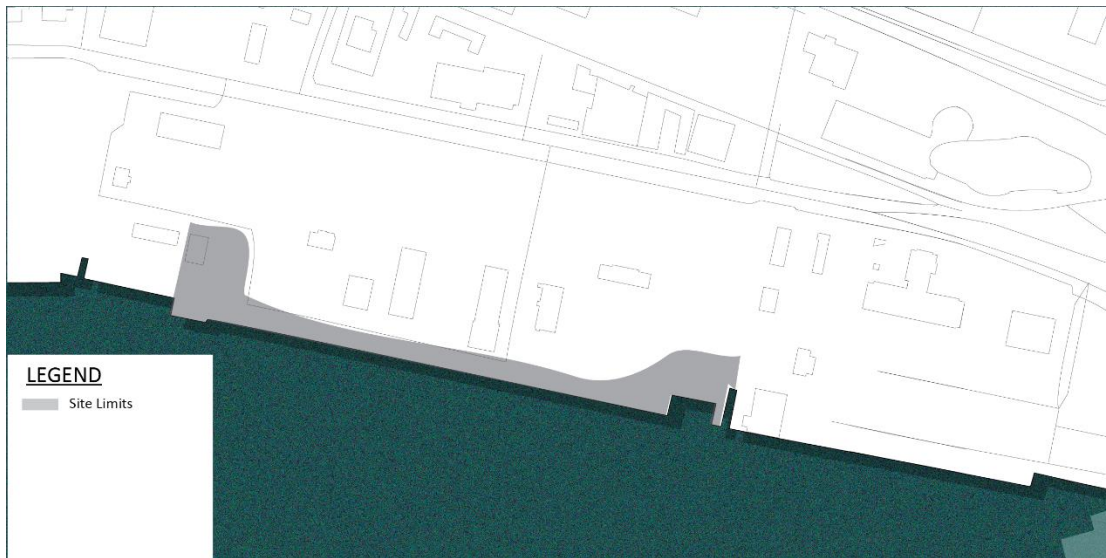


Figure 2 Site Intervention

The project also takes into consideration the necessary surveys, studies, and reports to assess the conditions of the existing bulkhead. The design and construction of the bulkhead repairs and refurbishment are also part of the Scope of work of this project.

The intention of the project is to enhance and significantly upgrade the southern connector to Old San Juan, providing a modern network that reinforces the public policy to transform the harbor area known as “Bahia Urbana” and support the current public and private investment for the renewal of the San Juan Waterfront area.

The project aims to correct existing infrastructure and modernize the circulation networks by providing greater security, improving walkability, presenting an enjoyable and welcoming doorway to Old San Juan, enhancing the visitor experience, offering better access to facilities to area residents and benefiting local economic development as whole. This is part of a phased project and will integrate to west and east connector projects in the southern part of the Islet of San Juan.





Figure 3 Existing Circulation [Pedestrian, Bus, Vehicular & Bike Lanes]



Figure 4 Proposed Circulation [Pedestrian, Bus, Vehicular & Bike Lanes]

This site has been the object of multiple master plan development proposals in the past that have not materialized, including the San Juan Waterfront (proposed in Site Consultation 2008-79-0620-JGU), the proposal described in the “Plan de Uso de Terreno y Reglamento de Zonificación Especial para la Entrada a la Isleta de San Juan”, San Juan’s Walkable City Plan, and the Golden Triangle vision. This project maintains the intention and purpose of previous plans, building upon them and updating them according to Puerta de Tierra’s current condition.