



REQUEST FOR PROPOSALS

FOR

**ARCHITECTURAL/ENGINEERING SERVICES FOR THE
NAVY PIER BULKHEAD AND NEW BOARDWALK**

UNDER THE

**ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO
FOR GROWTH PROGRAM, COMMUNITY
DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY**

BY THE

**PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY
Procurement Process No.: CDBG-DR-IPG-PRCCDA-2025-02**

MAY 7, 2025

RFP Issued

JULY 3, 2025, at 11:59 PM AST

Proposal Due Date

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1. Definitions/Acronyms

The following terms shall have the meanings indicated below, which shall apply to both their singular and plural forms:

- **“Action Plan”** refers to the Puerto Rico Community Development Block Grant for Disaster Recovery Action Plan, as may be amended from time to time, that defines how funding allocation by HUD will be used to address unmet needs through the implementation of a transformative recovery program.
- **“Addendum”** or **“Addenda”** refers to a written or graphic document issued by the PRCCDA before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
- **“Authorized Representative”** refers to the person authorized to bind the Proposer in matters related to the RFP and the Contract. This is the person formally authorized to sign for the project.
- **“Bid Board”** refers to a body of the PRCCDA comprised of three (3) members each designated by the PRCCDA Executive Director through an Administrative Order. The members of the Board may be officials or employees of the PRCCDA and its component agencies. The Bid Board will oversee the mission to evaluate, award, or decide the Bids, Proposals, or Statements of Qualifications for the acquisition of non-personal goods or non-personal services and professional services in a formal procurement process to be executed by PRCCDA, according to the applicable regulations.
- **“CDBG-DR”** refers to the Community Development Block Grant for Disaster Recovery which is an additional funding appropriated by the United States Congress to rebuild affected areas and provide crucial seed money to start the recovery process.
- **“Contract”** or **“Contract(s)”** refers to the agreement(s) to be executed between the PRCCDA and the Selected Proposer(s) in response to this RFP.
- **“Federal Government”** means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created, or which may be created, designated or established by the United States of America.
- **“First-Tier Subcontractor”** refers to a subcontracted entity contracted directly by the prime contractor who provides any supplies, materials, equipment, or services of any kind required under the prime contract, or a first-tier subcontract.
- **“HUD”** refers to the United States Department of Housing and Urban Development.
- **“IPG”** refers to the Economic Development Investment Portfolio for Growth Program of the Puerto Rico Department of Housing, CDBG-DR Program.
- **“Key Deliverables”** means those tangibles and resulting work products which are to be delivered to the PRCCDA.
- **“Key Personnel”** or **“Key Staff”** means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.
- **“Local Parties”** means local subcontractors or professionals and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.
- **“Notice of Award”** refers to the award determination or notice to be issued by the PRCCDA Bid Board in relation to this RFP.

- **“PRCCDA”** Refers to Puerto Rico Convention Center District Authority.
- **“PRDOH”** refers to the Puerto Rico Department of Housing.
- **“Proposal”** refers to the response(s) submitted by Proposer(s) for this RFP.
- **“Proposal Due Date”** refers to the date and time on which the Proposals are due.
- **“Proposer”** means a person or legal entity that responds to this RFP. May also be referred to as **“Respondent”** or **“Offeror”**.
- **“Qualified Proposer”** means a responsible and responsive Proposer whose Proposal meets the Mandatory Requirements of this RFP and obtains a technical score greater than or equal to the minimum threshold set forth in this RFP.
- **“RFP”** means this Request for Proposals and addenda issued by the PRCCDA.
- **“Selected Proposer”** means a Bidder or Proposer awarded the Contract resulting from this RFP.
- **“Team Member”** means a member of a Proposer. Team Members should be identified in Proposer’s submissions and not be changed without the consent of the PRCCDA.

2. Overview, Purpose, and Intent

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 CDBG-DR. 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. Under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.2 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

Since February 2018, three (3) Federal Register Notices (FRN) have been published allocating CDBG-DR funds to Puerto Rico, to promote the Island’s recovery from the 2017 Hurricanes Irma and María: (i) FRN 83 FR 5844 dated February 9, 2018; (ii) FRN 83 FR 40314 dated August 14, 2018 for the second tranche of \$8.2 billion for unmet disaster recovery needs; and (iii) FRN 85 FR 4681 dated January 27, 2020 including a third allocation of \$277 million for unmet infrastructure recovery needs (authorized by Pub. L. 116-20).

The U.S. Department of Housing and Urban Development (HUD) is the federal oversight agency for these funds, which are administered through the Community Development Block Grant – Disaster Recovery (CDBG-DR). The PRDOH was designated by the Government of Puerto Rico as the agency responsible for administering CDBG-DR funds. Under the commitment to administer the Funds in an efficient and transparent manner, PRDOH built its “Action Plan” to govern the recovery and reconstruction of the Island, after receiving multi-sector recommendations. The PRDOH Action Plan, created the original and as amended, is available at <https://recuperacion.pr.gov/en/action-plans/action-plan-cdbg-dr/> and is incorporated by reference and made an integral part of this RFP.

Among the Programs included in the PRDOH's Action Plan is the Economic Development Investment Portfolio for Growth ("IPG") Program.

2.1. PRCCDA and IPG Program

The IPG Program seeks to alleviate the exacerbated economic effects of the past hurricanes Irma and María through large-scale development projects that are transformative in nature and create/retain Low-to-Moderate Income (LMI) jobs and/or cascading economic impacts. It intends to award gap funding to foster both mixed-use, community-based development, as well as major infrastructure improvements supporting economic revitalization for Puerto Rico. The objective of this program is to develop a series of projects across Puerto Rico that result in large-scale commercial or industrial development in a broad-ranging category of activities and that cover a wide variety of economic revitalization initiatives.

The Puerto Rico Convention Center District Authority (PRCCDA) is a public corporation of the Government of Puerto Rico created under Act Number 351 of September 2nd. of 2000, as amended. On August 2, 2022, the PRCCDA entered into an agreement with the PRDOH where funds in the amount of \$137,147,665.00 were allocated under the Economic Development Investment Portfolio for Growth (IPG) Program for the execution of the Navy Pier / Bahía Urbana Project. For the project to be assisted with the IPG set aside funds, the PRCCDA must meet the following baseline requirements: i) Meet a National Objective; ii) Comply with a minimum of one (1) CDBG-DR eligible activity and iii) Properly document eligible costs.

2.2. Purpose and Intent

This RFP is issued to obtain proposals from interested qualified Architectural and/or Engineering Services (A/E) Firms or Proposers to provide full range of Professional A/E Services to design the Bulkhead and Boardwalk. Services include but are not limited to: design to achieve 60%, 90% and 100% construction documents; construction permits from State and Federal Agencies; preparation of construction documents, support during construction, among other required tasks.

This document defines the requirements and deliverables the Proposer must perform on behalf of the PRCCDA for the Navy Pier Bulkhead and Boardwalk Projects, as well as the process to submit Proposals. The objective is to contract an Architectural-Engineering firm (A/E Firm) to work collaboratively with the PRCCDA and its Project Management Office (PMO).

Time is of essence. Proposers shall demonstrate their ability to provide all necessary services to complete the Scope of Services within the schedule. To that end, the Selected Proposer's design team shall contemplate and include all appropriate and/or necessary subconsultants.

The Selected Proposer(s) will ensure that all contracts, services, work and activities performed pursuant to this RFP, are eligible under United States Department of Housing and Urban Development (HUD) and the Community Development Block Grant - Disaster Recovery Grants and performed in accordance with HUD, and other applicable Federal and Government of Puerto Rico regulations, policies and guidance, including Terms and Conditions of the Federal

Award and PRDOH, CDBG-DR requirements. Proposer must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines, and design standards.

Award of the Contract(s) will be made to the Proposer whose Proposal, in accordance with this RFP, is the most advantageous to the Government of Puerto Rico, price and other criteria to be considered.

2.3. Regulatory Framework

As to ensure full and open competition in the procurement processes to acquire goods and services funded, in whole or in part, with allocations from the Community Development Block Grant's Disaster Recovery, the PRCCDA will comply with State Law, its Contracting Manual for Professional and Consulting Services, *Standard Operating Procedures for RFPs under CDBG-DR* and requirements of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, State Entities*, 2 C.F.R. § 200.317 through § 200.327.

2.4. PRCCDA Reservation of Rights

The PRCCDA reserves the right, without limitations, to:

- (i) Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding Contract, if it deems that doing so is in its best interests and in the Public Interest. PRCCDA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (iv) Make an award to more than one Proposer based on ratings.
- (v) Require additional information from all Proposers to determine responsibility levels.
- (vi) Contract with one or more qualified proposers as a result of the selection of qualified Proposers or the cancellation of this RFP.
- (vii) Reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability, if:
 - 1) Funding is not available.
 - 2) Legal restrictions are placed upon the expenditure of monies for this category.
 - 3) PRCCDA's requirements in good faith change after award of the contract.
- (viii) Contact any individuals, entities, or organizations that have had a business relationship with the Proposer. Even though they were included in the reference section of the RFP submittal.
- (ix) Modify the Contract(s) of the Selected Proposer(s) to extend the original duration, as further explained in this RFP, or to extend the scale of the Scope of A/E Services to include work under subsequent plans, as long as it is related to the A/E Services requested herein. PRCCDA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (x) The PRCCDA reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional [Services] when, in the opinion of the Contracting Officer, it is the best interests of the PRCCDA to do so.

- (xi) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRCCDA reserves the right to:
 - 1) seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (xii) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.

3. Scope of Services

The PRCCDA issued this RFP to contract professional services from qualified Professionals and Professional Firms, with no legal impediment to provide Architectural /Engineering design services herein described for the implementation of the Navy Pier / Bahía Urbana Infrastructure Project, in particular for the Navy Frontier Bulkhead and Boardwalk project works.

Specific activities and tasks under the Scope of Services are included in Attachment 1 (Scope of Services). The Scope of Services presented is based upon circumstances existing at the time this RFP was written. The PRCCDA reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

General Scope of Architecture/Engineering Services include but are not limited to: i) Performing all the professional architectural and engineering services necessary for the Work, which may be comprised of design, post-design and/or other services to timely deliver the 60% and 90% construction drawings and documents and adjusting or modifying design; ii) obtaining construction permitting, and iii) construction.

The PRCCDA's Navy Pier / Bahía Urbana Project is currently undergoing the Environmental Review Process as per provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4321 et seq., as well as to the HUD environmental review regulations at 24 C.F.R. Part 58. Additionally, the project will include all necessary consultations and notifications to relevant state and federal agencies. The Selected Proposer will need to design and revise design drawing, permits and construction documents, as needed, for the PRCCDA to reach the project's Environmental Clearance.

Upon selection, the selected Proposer's response must be immediate, prompt and efficient with the engagement on the project, and do so with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with HUD and other appropriate agency regulations and reporting requirements, as well as any other applicable federal, state or local regulations to ensure that PRCCDA will be in a position to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state and private agencies.

The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all activities outlined in the Scope of Services. The Selected Proposer will assist PRCCDA in providing the resources needed to accomplish the assigned tasks.

Services shall be performed in accordance with all Local and Federal laws, codes, ordinances, rules and regulations, applicable to the PRCCDA and the PRDOH, CDBG-DR's IPG Program Guidelines, Cross Cutting Guidelines, including without limitation, Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

3.1. Deliverables

Deliverables to be provided are outlined in the Scope of Services **Attachment 1** (Scope of Services). The Proposer shall be responsible for completing deliverables as outlined in the Scope of Services and in accordance with specifications on the Contract. Selected Proposer is expected to commence work **within five (5) days** of the execution of the Contract.

A Model Contract for Professional Architectural and Engineering Services for the IPG Program is included as **Attachment 2**. Please be aware that this model contract is just a draft and may be subject to modifications before execution, at the PRCCDA's discretion, by virtue of law or regulations, or any other event that may affect the dispositions therein contained.

3.2. Key Personnel

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that PRCCDA will consider the qualifications of key personnel in the selection of the successful proposer; therefore, replacement of key personnel will not be permitted without the written approval of the Procurement Director. The Procurement Director reserves the right to reject any key personnel proposed if it is in PRCCDA's best interest.

3.3. Subcontracting or Teaming

The Proposer may be comprised of one or more firms. The Proposer shall identify each team member and specify their role. The Procurement Director reserves the right to accept or reject any of the team members replacements based on skills and knowledge, which is in the best interest of the PRCCDA.

3.4. Contract Term

The term of the Contract(s) will be **one hundred and fifty (165) calendar days** for services during Architectural-Engineering Design & Bid Support Phases, and **five hundred and forty (540) calendar days** for services during Construction Support Phase.

PRCCDA may, at its sole discretion, extend the Contract for additional terms, upon mutual written agreement between the Proposer and the PRCCDA. The PRCCDA reserves the right to re-bid the Contract(s) at any time during the performance of the Contract. Nothing of the above will be understood as a prohibition to the Selected Proposer(s) to compete in the new solicitation at the end of their Contract(s).

3.5. Payment

Payments shall be issued for services provided previously approved by the PRCCDA and the PRDOH. It is the Selected Proposer's responsibility to provide all services as set forth under the Scope of Services (**Attachment 1**) made an integral part of this RFP.

Payment will be made upon presentation of an invoice evidenced by the services provided and duly authorized by the PRCCDA and the PRDOH. Selected Proposer must submit all invoice supporting documents required by HUD, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, work projections, and any other documentation that supports the services provided and billed **within the first ten (10) calendar days** from the end of the period for the services being invoiced. If the PRCCDA or the PRDOH finds the submitted invoice and supporting documents as acceptable, then the invoice will be approved and processed for payment promptly after its submission. The PRCCDA and the PRDOH reserve the right to review the correctness of invoices and perform audits as they deem fit. The Selected Proposer agrees to cooperate fully with any such audit(s).

The Selected Proposer shall submit monthly invoices for the agreed fees. Invoices must be detailed, specified and itemized accompanied by a description of the services provided as previously approved by the PRCCDA and the PRDOH. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the Contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. The PRCCDA or the PRDOH shall request from the Selected Proposers all the necessary information, related to the invoiced expenses, in order to verify them, prior to ordering the release of payment.

The Selected Proposer will deliver the original invoice to the PRCCDA's offices. Such invoice must be properly completed and certified by the Selected Proposer. Upon receipt, the designated office within the PRCCDA will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

3.6. Penalties and Liquidated Damages

The services will be subject to the following penalties and liquidated damages:

- **Penalties:** In the event, the selected Proposer is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, PRCCDA may impose sanctions against the selected Proposer for any default.

If the Contractor fails to comply with federal statutes, regulations, or the terms and conditions of the contract, the PRCCDA 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.
- **Liquidated Damages:** Selected Proposer(s) will be subject to liquidated damages as related to their timeframes of performance. PRCCDA and the Proposer will agree on the timetable for the deliverable of each task. The Proposer shall pay to PRCCDA, as liquidated damages, **Two Hundred and Fifty Dollars (\$250.00) for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of Five Thousand Dollars (\$5,000.00)**. Said sum, given the difficulty of accurately ascertaining the loss which PRCCDA will suffer because of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that PRCCDA will suffer because of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRCCDA's right to indemnification, or the Proposer's obligation to indemnify the PRCCDA, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRCCDA. To apply and calculate such liquidated damages, a grace period of **ten (10) days** shall be observed. PRCCDA may deduct and retain out of the monies which may become due to the Proposer, the amount of any such liquidated damages; and in case the amount which may become due is less than the number of liquidated damages due to the PRCCDA, the Proposer shall be liable to pay the difference.

3.7. CDBG-DR Grant Requirements

While providing the services, the selected Proposer must adhere to the applicable requirements of the CDBG-DR grants initiatives, goals, and regulations, including Federal Register, Notices 83 FR 5844, 83 FR 40314, 84 FR 4836, and 85 FR 4681. Proposers must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Services. The Proposer remains responsible for determining if the above-listed requirements have been revised or updated.

If the selected Proposer performs ineligible activities under the CDBG-DR and CDBG-MIT grant or program, the selected Proposer cannot include them in the invoice for payment.

3.8. HUD General Provisions

Given the contract involves federal funds for which HUD is the federal oversight agency; the selected Proposer agrees to comply with all the requirements and HUD General Provisions included in **Attachment 5** and which will be made an integral part of the Contract, **Attachment 2** (Model Contract).

3.9. Insurance Requirements

Proposer shall be aware that, if selected for the award of this RFP, Proposer must deliver evidence of insurance that meets the requirements of the RFP, or a signed certified statement from an official legally authorized to bind the Proposer. The proposer shall deliver evidence of the required insurance **within seven (7) days** of selection, including that PRDOH, the Government of Puerto Rico, PRDOH and HUD have been enlisted as a named insured under its insurance for purposes of the engagement. For details regarding insurance, requirements refer to **Attachment 4** (Insurance Requirements).

3.10. Local Participation

The PRCCDA encourages Proposers to engage local subcontractors, professionals, and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Staff to the greatest extent possible. Proposers are encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and local Parties who are Team Members and Key Individuals for the Project, as applicable.

3.11. Small, Minority, Women's, Veteran-Owned Business Enterprises and Labor Surplus Area Firms.

PRDOH and PRCCDA recognizes its obligation to promote opportunities for maximum feasible participation of certified Small Businesses, Minority and Women Owned Business Enterprises (**M/WBEs**), veteran-owned Business, and the employment of minority group members and women in the performance of all PRDOH federal funded contracts. PRDOH and PRCCDA is committed to ensuring that firms that are M/WBE certified are encouraged to submit proposals in response to this RFP.

The work to be performed under the contract resulting from this RFP shall be subject to the regulations outlined in the 2 C.F.R. § 200.321 that require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with the CDBG-DR financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms (**MBEs**), women-owned business enterprises (**WBEs**), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, M/WBEs, Veteran owned businesses and labor surplus area businesses participate in contracting.

The PRDOH and PRCCDA recognizes its obligation to promote opportunities for maximum feasible participation of certified M/WBEs, and the employment of minority group members and women

in the performance of the contracts. All participating entities engaged with PRCCDA must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of PRDOH's M/WBEs subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation. The PRDOH M/WBE Policy is located: <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>.

An MWBE utilization plan template is available online on the PRDOH website: <https://cdbg-dr.pr.gov/en/section-3/enterprise-woman-minority-mwbe/utilization-plan/>. Entities responding to this RFP should provide this completed template as part of their overall efforts for M/WBE compliance for evaluation.

3.12. Section 3

The work to be performed under the contract resulting from this RFP shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u and as implemented in 24 C.F.R. Part 75 (Section 3). You can access PRDOH's Section 3 Policy requirements in English <https://cdbg-dr.pr.gov/en/section-3/> and Spanish <https://cdbg-dr.pr.gov/seccion-3/>.

Section 3 Contractor Plan template is available online on the PRDOH site: Section 3 Contractor Plan: English <https://cdbg-dr.pr.gov/seccion-3/negocios-y-contratistas/plan-contratistas-seccion-3/> & Spanish <https://cdbg-dr.pr.gov/en/section-3/business-and-contractors/contractor-section-3-plan/>.

Specifically for this contract the Proposer, if selected, shall submit a Section 3 Plan to meet the Section 3 minimum goals: (i) for non-construction contracts at least three percent (3%) of the total dollar amount of the Proposal; (ii) new hiring goals of at least thirty percent (30%) of new hires to be Section 3 Residents.

4. RFP Procedures

This RFP shall be governed by the procedures described in the following sections.

4.1. RFP Documents Acquisition

The RFP documents are available for download by qualified firms at the PRCCDA's Website (<https://prcda.com/rfps/>) and at the CDBG-DR Website (<https://www.cdbg-dr.pr.gov/en/procurement/>). To download the documents, prospective Proposers must go to "RFPs" section of the PRCCDA's Website and to the "Procurement" CBGB-DR area of the CDBG_DR Website where all procurement documents will be published. RFP Documents will be available at the PRCCDA's Website on the date and time of Public Notice stated in Section 4.3.

4.2. Addenda

The PRCCDA reserves the right to amend this RFP at any time. Any amendments to the RFP will be issued as written Addenda. PRCCDA will post copies of each Addendum for all prospective

Proposers to download at the "RFPs" section of the PRCCDA's Website (<https://prcda.com/rfps/>). Addenda will become a part of this RFP. **All prospective proposers must monitor <https://prcda.com/rfps/> to retrieve Addenda. Addenda will not be posted on the CDBG-DR and CDBG-MIT website.**

4.3. Schedule

A summary schedule of major activities associated with this RFP is presented in **Table 1** below. The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by the PRCCDA.

Event		Targeted Date
Issue Date - Public Notice		May 7, 2025
Pre-Proposal Meeting and Site Visit (Non-Compulsory)		May 19, 2025, at 1:30 pm at Navy Frontier Pier (Muelle Frontier), San Juan 00910
Submission of Questions and Requests for Clarification	From:	May 7, 2025
	Up To:	May 29, 2025
Responses to Questions and Requests for Clarifications		June 2, 2025
Proposal Due Date (Electronic Submission Only)	From:	May 7, 2025
	Up To:	July 3, 2025, at 11:59 PM AST
Notice of Award (Expected)		July 22, 2025
Executed Contract (Expected)		August 4, 2025

Table 1 - RFP Schedule

4.4. Correspondence and Communications

Inquiries and communications regarding the RFP must be submitted to the Puerto Rico Convention Center District Authority, Procurement PRCCDA, by electronic mail to Procurement@prcda.pr.gov.

4.5. Prohibited Communications

Verbal communications regarding the contents of this RFP are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals.

4.6. Pre-Proposal Meeting and Site Visit

The PRCCDA will conduct a Preproposal meeting and Site Visit on the date and time indicated above for the purpose of explaining the process and Scope of Services.

4.7. Submission of Inquiries

Prospective Proposers may submit questions as to the intent or clarity of this RFP, its attachments, and its Exhibits. Proposers shall submit all questions in writing on or before the deadline established in Section 4.3 of this RFP to the following electronic mailing: Procurement@prcda.pr.gov. Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Inquiries included as **Attachment 3**. Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. Questions may be submitted in English or Spanish. Responses to all Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Section 4.3 and will be posted on the PRCCDA's website (<https://prcda.com/rfps/>).

All documents pertaining to the procurement process, including Addenda issued by the PRCCDA, are and will be available for download at the PRCCDA's Website, RFP Section; <https://prcda.com/rfps/>. All prospective Proposers must monitor the PRCCDA's Website to retrieve Addenda, if any, issued for this procurement process.

4.8. Representations for Proposal Submission

All costs associated with the response to this RFP are the sole responsibility of the Proposer. Neither the PRCCDA, PRDOH, the Government of Puerto Rico, nor any of its Government Entities or its instrumentalities, nor HUD, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations, or for the disclosure of any information or material received in connection with this RFP. No individual or firm is assured of obtaining any work because of this RFP process.

The PRCCDA and PRDOH further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, the PRCCDA and PRDOH reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations.

This RFP, its award, and any derivative contract are subject to a grant agreement between the Government of Puerto Rico or the PRCCDA, and HUD and the availability of the allocated CDBG-DR funds. Proposer acknowledges and agrees that any suspension, cancellation, or termination of the CDBG-DR allocation(s) will result in the immediate suspension, cancellation, or termination of this RFP, award, or executed contract, upon PRCCDA's notice.

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the PRCCDA to award a contract.

4.9. Proposal Withdrawal

A Proposer may withdraw a Proposal at any time before the Due Date. The withdrawal must be submitted in writing and directed to the Procurement Division of the PRCCDA. Timely withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal by the Due Date. After the Proposal Due Date, the Proposer may withdraw its Proposal by written request to the Procurement Division of the PRCCDA. All decisions to allow withdrawal of a Proposal shall be supported by a written determination signed by the PRCCDA's Procurement Division representative, as delegated official after the Due Date.

4.10. Ownership of Proposals

All materials submitted in response to this RFP shall become the property of the PRCCDA and will not be returned. Selection or rejection of a Proposal does not affect this provision.

4.11. Requirements for Legal Entities

Proposers that are Puerto Rico based corporations, limited liability companies, professional services corporations, or any other legal entity, shall be duly and properly organized and/or registered in compliance with the applicable laws of Puerto Rico. Such entities must show that they are in "good standing" at the time of Proposals submission. In the event the Proposer is a foreign legal entity, including U.S. based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in "good standing" within their jurisdiction at the time of Proposals submission. If a Contract is awarded to a foreign entity Proposer, said Proposer shall request authorization to do business in Puerto Rico previous to the execution of the Contract.

Proposers must ensure at all times that professional, architectural, or engineering services is performed by licensed professionals with the proper qualifications, skills, and experience necessary to perform the services, according to applicable regulations.

5. General Proposal Requirements

All proposals shall comply with the general requirements stated in the following sections.

5.1. Proposal Format

To ensure uniformity to specific requirements and prompt reference among all Electronic Proposals, the format of the Electronic Proposals shall adhere to the following parameters:

- Electronic Proposal documents shall be typewritten on standard 8 ½" x 11" pages. Pages shall have a one-inch margin. Written content of the Proposal must be set at one and one-half (1.5) line spacing.
- Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.

- The Electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- All documents that need a signature as part of the Electronic Proposal shall be signed in blue or black ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer's Authorized Representative at the right-top corner of every page. Electronic signatures are accepted.
- Electronic documents must be sealed with the Proposer's Corporate Seal when applicable.
- Electronic Proposals' cover pages shall include the Proposer's name, contact information, and mailing address, the RFP submission date, and the RFP title. The responses shall be addressed to:

Procurement@prcda.pr.gov

Attn: Norberto Pérez O'Neill, Esq. MBA
Deputy Executive Director
Puerto Rico Convention Center District Authority

- Electronic Proposal documents shall be organized as per the Proposal Checklist included as **Exhibits A-1, A-2, and A-3**.
- All blanks on Exhibits and any other document must be completed by the Proposer. In fields that do not apply to certain Proposers, N/A (not applicable) shall be written. If filled in handwriting, documents must be completed in print type using blue color ink.
- Below each signature, the full name of each signatory must be included.

5.2. Proposal Execution

The Proposals must be properly executed by an authorized representative of the Proposer. To constitute proper execution, the Proposal shall be in strict compliance with the following:

- **Individuals:** Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- **Partnerships:** Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If the authorized representative signs the Proposal, a power of attorney, dated and executed by all partners of the Proposer, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer.
- **Corporations:** Proposals submitted by corporations shall state the correct name of the corporation and must be signed by an authorized officer, whose authority to bind the corporation must be evidenced by the corresponding corporate resolution. The title or position occupied by the corporate officer executing the Proposal shall appear below the signature.
- **Joint Venture:** Proposals submitted by a joint venture shall be signed by all members of the joint venture. If the Proposal is signed by only one member of the joint venture entity, the

Proposal shall be accompanied with a copy of the joint venture agreement evidencing that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the date and time specified for proposal submission.

5.3. Proposal Electronic Submission

Proposals are to be submitted on the Proposals Due Date stated in Section 4.3 of this RFP. Responses to the RFP submitted after the prescribed deadline will not be allowed. Submissions of responses to the RFP will only be accepted by electronic means. Proposers are advised that the PRCCDA will neither require nor accept physical proposal submissions, whether by courier, FedEx, UPS, DHL, personal delivery, or similar physical means. If Proposals are submitted in both electronic and paper formats, the PRCCDA will only consider the electronic format for evaluation.

Proposals must be submitted via email to *Procurement@prcda.pr.gov* within the closing date and time for Proposals as established in Section 4.3 of this RFP.

5.3.1 Prior Submission

Prior to Electronic Proposal submission via email, Proposer must take into consideration the following:

- Check your internet connection before starting to upload the Electronic Proposal documents.
- As the due date time draws near, heavy traffic on the web server may cause delays. Plan and leave ample time to prepare and submit your proposal. Proposers bear the risk of website inaccessibility due to heavy usage in the final hours before the RFP closing time.
- The Proposer must submit the Mandatory Requirements, Qualifications and Work Approach, and the Cost Proposal Requirements in the identified sections at the website.
- The documents must be submitted in PDF Format (searchable PDF Format is recommended). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File. The maximum upload size for each document or compressed file is 500 MB.
- The Proposer is solely responsible for "on-time" submission of their Electronic Proposal. PRCCDA will only consider Electronic Proposals that have been transmitted successfully within the RFP requested format.
- During the document upload process, the Proposer will be able to click on the documents and have a preview of the uploaded document. Incomplete Electronic Proposals, with errors, or if viruses or corrupted files are found after the upload, will not be accepted.
- During the submission period, Proposers experiencing any technical difficulties may contact the PRCCDA at *Procurement@prcda.pr.gov* who will assist or coordinate assistance during business hours.
- If the CDBG-DR website fails during the submission period, on or before the scheduled time deadline, the PRCCDA will provide instructions via Addendum to the Proposers.

5.3.2 Proposal Upload Files

Proposers shall upload their Electronic Proposals on PDF Format files, as follows:

- **“Mandatory Requirements” (Submission Requirements)** - include a digital cover page with the name of the Proposer and the RFP number. The contents of this Section shall include all documents required by **Exhibit A-1 (Mandatory Requirements Proposal Checklist)**. Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN_[Exhibit #]_[Last 6 Digits of RFP Number (Ex. 2025-02)]_[Proposer Entity Short Name or Acronym]
- MAN_[Document Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN_[File Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

- **“Qualifications and Work Approach” (Technical Proposal)** - include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-2 (Qualifications Proposal Checklist)**. Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:

- QUAL_[Exhibit #]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]
- QUAL_[Document Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:

- QUAL_[File Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

- **“Cost Proposal Requirements” (Cost Proposal Checklist)** - include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-3 (Cost Proposal Checklist)**. Proposers are suggested to submit a

redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST_[Exhibit #__]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]
- COST_[Document Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST_[File Name]_[Last 6 Digits of RFP Number]_[Proposer Entity Short Name or Acronym]

Once the Electronic Proposal is submitted via email, the Proposal is "locked" in the system until PRCCDA completes its evaluation. Therefore, the Proposer must assure that all documentation required by the RFP has been correctly uploaded at the submission due date. The Proposer must be aware that modification to the Electronic Proposals will not be allowed once submission via email is completed.

6. Evaluation Requirements

Each complete package of a Proposal shall be responsive in all material respects to enable the evaluation of Proposals. The Evaluation Committee will evaluate responsiveness in accordance with the following criteria:

6.1. Mandatory Requirements (Pass/Fail)

Proposers shall comply with the following Mandatory Requirements in order for their Proposals to be evaluated on their technical and cost aspects. **Mandatory Requirements will be scored as either "Pass" or "Fail"**. If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will "Pass" the Mandatory Requirements evaluation. If the Proposal does not meet all Mandatory Requirements of this RFP, the Proposal will "Fail" the Mandatory Requirements evaluation. **Failure to comply with all of the Mandatory Requirements of this RFP will result in the disqualification of the Proposer.** However, the PRCCDA reserves its right to request additional information to address minor irregularities and minor instances of non-compliance. Mandatory Requirements for this RFP are as follows:

6.1.1. Proposal Submission: Proposal must be submitted within the closing date and time for Proposals as established in Section 4.3 of this RFP.

- 6.1.2. Evidence your registration in the Registry of Providers ("RUP") of the Puerto Rico General Services Administration. If Proposer has not been able to obtain a RUP by the Proposal Due Date, he should submit evidence of having formalized the request at the General Services Administration.
- 6.1.3. Evidence of commitment to complying with all applicable Federal and Puerto Rico Law.
- 6.1.4. Complete and Included Attachments.
- 6.1.5. **Financial Requirements:** Proposer must demonstrate having adequate financial resources to perform required services under the Contract. The Proposer shall provide the following financial information to allow PRCCDA to a its financial capability:

6.1.5.1. Year-End Information

- Year-end audited, reviewed, or compiled financial statements for the most recent two years of operations issued by a Certified Public Accountant (CPA) and prepared in accordance with US Generally Accepted Accounting Principles (US GAAP) for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The financial statements must include Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
- Copy of income tax returns for the same **two (2) years** covered by the financial statements.
- If Proposer has not been in existence or did not conduct business within the year prior to the RFP submission date, it must provide the information with respect to each Principal, Stockholder, Partner or Member:

6.1.5.2. Year to Date (interim) Information

- Year-end audited, reviewed, or compiled financial statements for a period ending not later than **sixty (60) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.

6.1.5.3. Line of Credit Availability or Cash.

- Certification from a bank or financial institution, dated **within sixty (60) days** before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email, and

phone number. The amount required of the unencumbered line of credit, available cash balances, or a combination thereof, sufficient to cover **90 days** to fund the services under the RFP.

- If the Proposer plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement duly signed by an authorized officer of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP.

6.1.5.4. Pending Litigation. Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information:

- Parties involved;
- Case number;
- Nature of cause;
- Amount involved; and
- Probability of loss.

6.1.5.5. No Bankruptcy. Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, stating that the Proposer is not in bankruptcy, receivership or in any other condition, preventing the Proposer from a total or partial administration or disposition of its property.

6.1.5.6. Principals, Stockholders, Partners, or Members Information, if Applicable. If Proposer has not been in existence or did not conduct business **within the year** prior to the RFP submission date, it must also provide the following information with respect to each Principal, Stockholder, Partner or Member:

- Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, indicating the Principals, Stockholders, Partners or Members of the Proposer and their business participation.
- Copy of income tax returns for the most recent two (2) years for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer.

- Year-end financial information (only for those Principals, Stockholders, Partners or Members of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer):
 - If the Stockholders, Partners, or Members are not individuals - year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a CPA and prepared in accordance with US GAAP. The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements. If any of the entities have more than one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.
 - If the Stockholders, Partners, or Members are individuals - compiled personal financial statements as of a period ending not later than **sixty (60) days** before the Proposal submission date, issued by a CPA and prepared in accordance with US GAAP.
- Interim financial information - if the Stockholders, Partners, or Members are not individuals, holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer:
 - Most recent interim (year to date) financial statements for a period ending not later than **sixty (60) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- Certification executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, indicating the business entities in which all the Principals, Stockholders, Partners, or Members of the Proposer are involved.
- Line of Credit or Cash Availability:
 - Third party certification from a bank or financial institution, dated **within sixty (60) days** before the Proposal submission date, stating experience, account balances, and availability of lines of credit with their terms and conditions for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email and phone number. The amount of the unencumbered line of credit, available cash balances, or a combination thereof required, is for a minimum of **\$100,000.00**.

- If the Principals, Stockholders, Partners or Members plan to use their own cash balances to fund the services to be provided by the Proposer under the RFP, or a combination of a line of credit and their own cash balances, they must provide a statement duly signed by each Principal, Stockholder, Partner or Member of the Proposer providing the line of credit and/or cash funds, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that their cash balances will be available and used to fund the services under the RFP.

The information submitted will permit a Pass or Fail grading following a scoring process by the PRDOH regarding the financial capability of each Proposer through the evaluation of the following financial requirements and grading.

Financial Requirement	(Entities with one year or more in operation)	(Entities less than one year in operation)
Year-end Financial Statements Analysis	40%	20%
Interim Financial Statements Analysis	15%	15%
Line of Credit and/or Bank Accounts	20%	20%
Pending Litigation	10%	10%
No Bankruptcy	15%	15%
Principals, Stockholders, Partners, or Members Information	n/a	20%
Total	100%	100%

Table 2

A total grading of 70% or more is required to obtain a rating of “Pass”.

The financial information requested is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right, without limitations, to: (i) modify the requirements of the information, (ii) request additional information or clarification during the evaluation process, and (iii) if appropriate, modify the minimum score requirements; all in the best interest of PRCCDA's obligations under the CDBG-DR Action Plan.

All documents authorized by a Notary Public outside of Puerto Rico jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk, or corresponding entity of the State government.

- 6.1.6. Conflicts of Interest:** For compliance with this Mandatory Requirement the Proposer must submit with his response to this RFP: **Exhibit D** (Non-Conflict of Interest Certification), **Exhibit E** (Non-Conflict of Interest on Existing or Pending Contracts with PRDOH), **Exhibit F** (Limited Denial of Participation Affidavit), **Exhibit G** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion), **Exhibit H** (Non-Collusive Affidavit), and **Exhibit I** (Sworn Statement Under Act 2-2018), duly completed and notarized, if applicable.

6.1.7. Other Required Documents: For compliance with this Mandatory Requirement the Proposer shall submit the following documents duly completed: **Exhibit J** (Anti-Lobbying Certification), **Exhibit K** (Authorization for Background and/or Financial Information), **Exhibit L** (Proposer's Prior Performance Certification), and **Exhibit M** (Certifications and Representations of Offerors (Non-Construction Contracts)).

6.2. Qualifications Requirements

Proposer shall comply with each of the following requirements to qualify for the next phase of the evaluation of the Proposal. However, PRCCDA reserves the right to waive minor irregularities and minor instances of non-compliance. Qualification requirements will have a total maximum score of **thirty (30) points**.

6.2.1. Capacity to Provide Services: Proposers shall provide the following information with their responses.

- **Cover letter:** The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer's commitment to providing the services at the price and schedule proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members. **(2 points)**
- **Executive Summary:** The executive summary should include a brief overview of the **project** and the key staff who will be responsible for the services to be provided. **(2 points)**
- **Profile.** Brief history of the firm and, if applicable, First-Tier Subcontractor, as related to A/E services. Proposers and, if applicable, First-Tier Subcontractors shall provide the information requested herein. **(5 points)**
- **Identification.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's Tax-ID, Data Universal Numbering System (DUNS) Number, and year of establishment. Proposers shall provide all the information requested as part of **Exhibit B** (Statement of Qualifications). **(2 points)**
- **Form of Business.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's form of business (e.g., corporation, non-profit corporation, limited liability company, professional services company) and detail the names, telephone numbers and email addresses of its officers, directors, members and any partners, if applicable, as well as the persons the PRCCDA should contact regarding the Proposal. Proposers shall provide the information requested herein as part of **Exhibit B** (Statement of Qualifications). **(2 points)**
- **Organizational Chart.** An Organizational Chart for the services. The Proposer's organizational chart shall include the required number of personnel, role and responsibilities, name of resource(s) or subcontractor(s), and resume or professional information. **(2 points)**
- **Integrity.** Has the Proposer or any of its Team Members and/or First-Tier Subcontractor, if applies been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five-year

period prior to the date of the Proposal Due Date? If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed. Also include an opinion from an attorney discussing whether the services will be impacted by the litigation. Proposers shall provide the information requested herein as part of **Exhibit B (Statement of Qualifications)**. **(2 points)**

- **Current contract/projects.** Provide a list of ongoing contracts/projects and projected termination dates. Also, include the level of effort in such projects of the Key Staff proposed for the services. The Proposer's ongoing contracts/projects will be evaluated for their potential to affect the provision of the services requested. If the Proposer is composed of various entities (e.g. a Joint Venture), then ongoing contracts/projects shall be provided for all entities. Proposer shall provide the information requested herein as part of **Exhibit B (Statement of Qualifications)**. **(3 points)**

6.2.2. Comparable Projects: This part of the Proposer's Qualifications will have a maximum score of 5 points

Proposer must provide a list of at least three (3) comparable projects, current or **within the last ten (10) years**, where the Proposer had provided services similar in scope to the herein required. These Projects, and their data, will be provided by the Proposer in **Exhibit C (List of Comparable Projects)**. Team Member and/or First Tier Subcontractors comparable projects may be considered as part of the evaluation of the Proposer's comparable projects evaluation. In order to consider Team Member and/or First Tier Subcontractors comparable projects, the Proposer must provide documentation within the Proposal demonstrating the relationship between the Proposer and any of its Team Members and/or First Tier Subcontractor/s to allow the PRCCDA to verify and combine the collected experiences. The evaluation of this section will be done taking in consideration the submitted information regarding the relationship and qualifications of Team Members and/or First Tier Subcontractor/s, if provided. **(5 points)**

6.2.3. Reputation and Managerial, Organization, and Technical Capabilities: This part of the Proposer's Qualifications will have a maximum score of 5 points.

For Key Staff as related to the engagement the Proposer must provide résumés including the name of resources to be assigned, education, copy of licenses and certifications, years of experience, including start and end dates for each job position (s) and project (s). The Proposer must fill the pertinent Key Staff member's information as part of **Exhibit B (Statement of Qualifications)**. Refer to **Attachment 1 (Scope of Service)** for detailed requirements and roles of each Key Staff. Key Staff that will be required as part of the responses to this RFP include the following: **(5 points)**

- Licensed Senior Design Manager

- Engineer or Architect in Training
- Design Draftsman
- Electrical Engineer
- Structural Engineer
- Mechanical Engineer
- Environmental Engineer
- Geotechnical Engineer
- Landscape Architect

6.3. Work Approach

Each Proposer shall draft and submit a Work Approach document as part of the Proposal. **The Work Approach will have a total maximum score of 30 points.** The document shall clearly state the following:

Provide a detailed explanation as to how Proposer would approach and manage the engagement to ensure maximum effectiveness, efficiency, transparency, and positive outcomes. Proposers are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement. Proposers should provide information that will enable the PRCCDA to evaluate the ability to timely and completely complete the scope of A/E Services and Deliverables required for the Project.

The Work Approach responses shall not exceed ten **10 pages**. Responses that exceed the page limit will only be evaluated up to the contents of page 10. Content beyond this point will not be considered in the evaluation.

7. Preference for Section 3 Business Concern and/or MWBE Business

PRCCDA shall provide a preference in the evaluation criteria of the method of rating, for a greater participation of Section 3 Business Concern (**2.5 points**) and/or M/WBE Registered Puerto Rico Business.

Proposers seeking Section 3 preference must be able to demonstrate that they meet one of the following criteria:

- Fifty-one percent (51%) percent or more owned by Section 3 residents; or
- Has permanent, full-time employees at least thirty per cent (30%) of whom are currently Section 3 residents, or **within three (3) years** of the date of first employment with the business concern were Section 3 residents, or
- Has subcontracted or a commitment to sub-contract in excess of twenty-five percent (25%) percent of the total dollar award of all sub-contracts to be awarded to such businesses described above.

You can locate the Section 3 or M/MWBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.

- <https://cdbg-dr.pr.gov/en/download/section-3-policy/>

- <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
- <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>
- <https://cdbg-dr.pr.gov/download/politica-mwbe/>

Supporting evidence to substantiate Section 3 status can include; (i) Evidence of business ownership (e.g. Articles of Incorporation, By Laws, proof of fifty one percent (51%) company ownership, Partnership Agreement); (ii) Evidence of employees of the business (e.g. roster of permanent full time employees, Section 3 Resident Self Certification Form for each employee who qualifies as newly hired Section Resident employee); (iii) Duly signed letter evidencing subcontracting at least twenty-five percent (25%) of the dollar amount.

Proposers seeking M/WBE preference should provide a copy of their M/WBE certification to evidence their status.

8. Cost Proposal Requirements

A Cost Proposal will be submitted by the Proposers and proposed A/E Service fees shall be presented in the Cost Form attached hereto as **Exhibit N (Cost Form)**. The Proposer's A/E Service fees compensation will be distributed as follows:

- Services will be compensated by Task.
- The Proposer will be compensated based on hours worked and hourly rates for each of the Key Staff properly identified.

The Cost Proposal Requirements will have a total maximum score of **thirty-five (35) points**.

The Subrecipient may perform a cost reasonableness analysis of the prices submitted by Proposer(s). After the Technical Evaluations completed, and initial Price Proposals are reviewed, the PRCCDA may exercise its option to negotiate.

9. Proposal Evaluation

Proposals will be evaluated by the PRCCDA as described in the following sections.

9.1. Evaluation Committee

An Evaluation Committee will be appointed by the PRCCDA. The Evaluation Committee may rely on specialized advisers, consultants, and/or subject-matter experts to complete the review and rating of the different sections of this RFP, as well as make final recommendations to the PRCCDA Bid Board.

9.2. Proposal Scoring

SEQ Table * ARABIC presents the maximum points for the Mandatory, Technical Requirements and Cost Proposal requirements. For details regarding the distribution of each technical aspect of the Proposal refer to the corresponding section. **Table 3** also considers the Preference of **5 points** for Section 3 Business Concern or an MWBE Business.

Criteria	Maximum Points
Mandatory Requirements (Section 6.1)	Pass/Fail
Qualifications (Section 6.2)	30 Points
Work Approach (Section 6.3)	30 Points
Preference Section 3 Business Concern (Section 7)	2.5 Points
Preference M/WBE (Section 7)	2.5 Points
Cost Proposal (Section 8)	35 Points
Maximum Total Proposal Score (including Preference)	100 Points

Table 3 - Proposal Scoring

Proposals will be evaluated on their technical capabilities, namely the Proposer's qualifications and work approach, and a score for each criterion will be assigned based on the maximum allowable points stated in **Table 3**.

Once the technical evaluation of the Proposals is completed, the evaluators will evaluate the Cost Proposals submitted by the "Qualified Proposers" and will combine the technical and economic aspects of the "Best Value" and most advantageous to the PRCCDA. To be considered a "Qualified Prosper", Proposer need to achieve a technical score greater than or equal to **70 points**.

Cost Proposals of the "Qualified Proposers" will be awarded points based on the following formula:

$$\text{Cost Proposal Points} = \frac{\text{Lowest Proposal Cost Received}}{\text{Proposal Cost}} \times [\text{Max. Cost Proposal Points}]$$

9.3. Responsiveness Review

The PRCCDA Procurement personnel will review all proposals to ascertain that they are responsive to all submission requirements. Proposals shall be complete in all material respects to be considered for evaluation. Proposals that meet all the requirements that will enable the Evaluation Committee to decide on the qualifications and viability of the proposal will be deemed responsive. The Evaluation Committee will review all responsive proposals.

9.4. Evaluation guidelines

- **Level of importance description**
 - **Critical:** Criterion is essential to the quality of performance and successful completion of the project. Failure to meet this criterion is of serious concern to the PRCCDA.
 - **Important:** Criterion is not critical but essential to the success of the project. Failure to meet this criterion may indicate the Proposer's inability to perform the project successfully or may require close supervision by the PRCCDA.

- **Pass/Fail:** Criterion is a requirement. Failure to meet this criterion can be resolved administratively without affecting the project's performance or may be cause for rejection of the Proposal.

9.5. Rating

- **Excellent:** The Proposal demonstrated the Proposer's ability to meet or exceed the PRCCDA's requirement.
- **Good:** The Proposal demonstrated the Proposer's ability to meet the PRCCDA's requirement.
- **Fair:** The Proposal is unclear as to the Proposer's ability to meet the PRCCDA's requirements.
- **Poor:** The Proposal does not demonstrate the Proposer's ability to meet the PRCCDA's requirements.
- **Not Responsive:** The proposal was not responsive to the criteria.

9.6. Evaluation Ranking Description

- **Highly Qualified:** Proposal received a rating of "excellent" for at least one (1) criterion with a level of importance of "Critical" and at least a "Good" or better in all other criteria.
- **Qualified:** Proposal received a rating of Good or better for each criterion with a level of importance Critical and Fair or higher for all other criteria.
- **Not Qualified:** Proposal received a rating of Fair for one (1) or more criteria with a level of importance of Critical, or Poor or Non-responsive rating to any of the criteria.
- **Not Responsive:** Proposal received a rating of not responsive in one (1) or more criteria with a level of importance of Critical or Important or failed to meet a critical requirement to perform services.

9.7. Technical Evaluation

The Evaluation Committee will perform a comprehensive evaluation of all responsive proposals in a fair and impartial manner. The evaluation shall be conducted following the evaluation process described in this RFP.

Once the Evaluation Committee has completed a preliminary evaluation of proposals, it may elect to establish a short list of proposers. Only those proposals deemed to be qualified to successfully perform the services required, as evidenced by the supporting documentation provided, will be considered for in the shortlist. In the determination of "Qualified Proposer", the Evaluation Committee will also consider the submission of a Certification for Section 3 compliance and M/WBE.

9.8. Shortlist

If the Evaluation Committee decides that it is in the best interest of the PRCCDA to establish a shortlist of proposers, the Evaluation Committee may invite shortlisted proposers to make an oral presentation, submit clarifications, respond to questions, or submit additional information.

The PRCCDA reserves the right to, but is not obligated to, request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined. If required by PRCCDA, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

9.9. Presentations

The PRCCDA reserves the right to, but is not obligated to, request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined. If required by PRCCDA, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

9.10. References

At the option of the PRCCDA, the Evaluation Committee may call for references (**Exhibit O**) of shortlisted proposers only. This step is available to the Evaluation Committee at its own discretion. The PRCCDA reserves the right to consider additional references on the performance of proposers on relevant projects, including but not limited to PRCCDA's projects and other entities' projects not submitted by the proposer as a reference in its proposal.

9.11. Price Proposal

Upon completion of the technical evaluation and shortlist, if any, the Evaluation Committee will proceed to evaluate the cost proposals of those firms/teams whose proposal is deemed to possess the qualifications and experience necessary to successfully perform the services required. The evaluation of the price will be based on its reasonableness, the value offered to the PRCCDA, the Government of Puerto Rico, and its citizens.

9.12. Overall evaluation and Final Recommendation

The Evaluation Committee will perform a final evaluation of proposals based upon the evaluation criteria in the RFP considering the information provided in proposals and subsequent information and clarifications requested. The evaluation Committee will consider the Proposer's ability to perform, the value offered in their proposal, and the reasonableness of the price proposed. Upon completion of the evaluation process, the Evaluation Committee will prepare a report establishing the ranking of Proposers based on the evaluation criteria. The Evaluation Committee will make a recommendation to the Procurement Director.

9.13. Negotiations

The Evaluation Committee may recommend discussion and negotiations with "Qualified Proposer(s)". Negotiations are exchanges between the PRCCDA Procurement Area and Proposers that are undertaken with the intent of allowing the Proposers to revise their Price Proposals. The primary objective of discussion is to maximize the PRCCDA's ability to obtain the

best possible offers, based on the requirements set forth in the RFP. The PRCCDA may elect to request the submission of best and final offers from one or more of the highest qualified proposers or shortlisted proposers, if any.

9.14. Best and Final Offer (BAFO)

The PRCCDA reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the PRCCDA chooses to invoke this option, the evaluation committee will consider in its final evaluation any information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

9.15. Selection and Award Process

After final recommendation from the Evaluation Committee, negotiations, and best and final offer, if any, the Procurement Director will present the final recommendation to the PRCCDA Bid Board. The recommendation shall be based on the "Qualified Proposer" with the Proposal, conforming to this RFP, which obtains the highest ranking. After considering the final recommendation from the Evaluation Committee and the Procurement Director, the PRCCDA Bid Board will issue a resolution to award or cancel. The resolution to award from the PRCCDA Bid Board shall include a determination that costs are reasonable.

Prior to award of a contract, the PRCCDA must obtain Contractor and First Tier Sub-Contractor clearance. To obtain clearance, the PRCCDA will search <https://www.sam.gov/SAM/> to verify whether the Contractor and First Tier Sub-Contractor is or not debarred. Therefore, the Proposers and First Tier Sub-Contractor must be registered in the System for Award Management (**SAM**) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about SAM go to <https://www.sam.gov/SAM/>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

9.16. Rejection of Proposals and Cancellation of RFP

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico, PRDOH and/or the PRCCDA to award a Contract. The PRCCDA reserves the right, without limitations, to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest, the Government of Puerto Rico, the PRCCDA, or the impacted communities.

The PRCCDA reserves the right, without limitations, to disregard or waive any noncompliance, informalities and/or irregularities in the Proposals received in response to this RFP, not otherwise identified as Mandatory Requirements and Qualifications of this RFP, when in its opinion, the Public

Interest, the best interest of the Government of Puerto Rico, the PRCCDA, or of the impacted communities will be served by such action.

9.17. Confidentiality of Responses and Proprietary Information

Upon completion of the RFP process, the PRCCDA will make public its report regarding the qualification, procurement, and selection process, which shall contain certain information related to this RFP process, except trade secrets, proprietary information, or privileged and confidential information of the Proposers, so identified by Proposers. Accordingly, all Proposers are suggested to submit a redacted copy of their Proposal at the time of submission. For clarity, "redacted copy" refers to a copy of the Proposal that has been modified, edited, or revised and any confidential or sensitive information has been removed. The PRCCDA reserves the right, without limitations, to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Proposer, the PRCCDA will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by the PRCCDA.

The PRCCDA cannot guarantee that confidentiality or proprietary claims made by a Proposer, in any way, will be honored. Due to the nature of this RFP, some confidentiality or proprietary claims cannot be assured. Provision of any information marked as confidential or proprietary shall not prevent the PRCCDA from disclosing such information if required by law. The ultimately awarded Contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

Any and all information, be it trade secrets, proprietary or confidential information submitted as part of this RFP will be made available to the PRDOH, HUD, the U.S. Office of Inspector General, or any other federal or state agency that requires said information for program evaluation and compliance purposes.

10. Administrative Review and Appellate Remedies

The party that considers itself having been adversely affected by the Notice of Award or award determination of the PRCCDA Bid Board, made in relation to this RFP, may file a Request for Administrative Review before the Bid Review Board of the General Services Administration. **Only after exhausting an administrative review process may the adversely affected party file for a review at the Puerto Rico Court of Appeals.**

The applicable terms for the filing of an administrative review and for a judicial review petition before the Puerto Rico Court of Appeals in relation to an action or lack of action by the Bid Review Board, shall be those established in Act No. 73-2019 and Act 38-2017, Sections 3.19 and 4.2, as amended. Simultaneously with the filing of a Request for Administrative Review and of a Judicial Review, the petitioner shall submit a copy of the petition to all the parties in the procedure and to the PRCCDA.

Request for Administrative Review

Within ten (10) calendar days from the deposit in the US Postal Service mail (Federal Mail) or from the notification via email of the notice of award, whichever occurs first, an adversely affected party may file a **Request for Administrative Review before the Bid Review Board of the General Services Administration** ("Review Board"). This is a jurisdictional term not subject to any extension. **Failure to timely file the petition for administrative reconsideration will preclude the General Services Administration Reviewing Board from considering the same.**

Within ten (10) calendar days of the submission of the request for administrative review, the Reviewing Board shall determine if it will uphold the request. If within that period, the Review Board determines to uphold the request, it will have a term of **thirty (30) calendar days**, from the expiration of the **ten (10) calendar days** that the Board had to uphold, to reach a determination. The Review Board may extend the **thirty (30) calendar days** term, only once, for an additional **fifteen (15) calendar days**.

If any determination is made in the administrative review, the term for requesting the judicial review appeal to the Court of Appeal shall begin to run from the date in which it was deposited in the federal mail or notified by email, whichever comes first. A copy of the notification of the decision of the Review Board of the Administration of General Services adjudicating the request for administrative review is to be attached. If the Review Board fails to take any action in relation to the administrative review, within the terms set forth in this Law, it shall be understood as that it has been rejected outright, and from that date runs the term to file the appeal for judicial review. The filing of the request for administrative review before the General Services Administration Auction Review Board is a jurisdictional requirement before filing a request for judicial review with the Court of Appeal.

Judicial Review

Within twenty (20) calendar days from the deposit in the US Postal Service mail (Federal Mail) or from the notification via email of the notice of award, whichever occurs first, being the adjudication of the administrative review before the Review Board or the expiration of the term for the Review Board to take action, an adversely affected party may file a Judicial Review. This is a jurisdictional term not subject to any extension.

The mere filing of a request for administrative review before the General Services Administration Review Board or filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

END OF RFP



ATTACHMENT 1
SCOPE OF SERVICES
Request for Proposals (RFP)
Architectural/Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02

1. Introduction

The Puerto Rico Convention Center District Authority (PRCCDA) seeks Professional Architectural/Engineering Services (A/E Firms or Proposers) for the design of repairs and/or reconstruction of a bulkhead (herein, "Bulkhead") and of a new Boardwalk at the Navy Frontier Pier in Puerta de Tierra, Old San Juan. This document defines the services that the Proposer must perform on behalf of the PRCCDA, as part of the *Navy Pier / Bahía Urbana Infrastructure Project*, under the Economic Development Investment Portfolio for Growth Program (IPG) of the Puerto Rico Department of Housing (PRDOH), Community Development Block Grant - Disaster Recovery (CDBG-DR) Program.

The PRCCDA's expectation for the Project is to execute several infrastructure projects with an allocation of funds from the IPG Program. The Bulkhead is an enabling project for the construction of the Boardwalk. 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 facilities to area residents and benefiting local economic development. This is part of a phased project that will integrate to west and east and create connections between the Old San Juan Islet, the Convention District, Condado and Miramar areas.

As part of the Scope of Services the PRCCDA is providing all Proposers with the project's **Conceptual Design (Exhibit R)**. At the time of issuance of RFP No. CDBG-DR-IPG-PRCCDA-2025-03, an A/E Firm is preparing the 30% Schematic Designs to comply with the Federal government's environmental standards. The Selected Proposer will receive a "Transfer Package" with the 30 % schematic plan and is expected to continue design to reach the 100% construction design and permits, assist with bid documents, and Supervise during the construction, among other Tasks.

2. Project Description

2.1. Project Site

The **Bulkhead Reconstruction and New Boardwalk Project** is located on the area known as Navy Frontier Pier, in Puerta de Tierra Ward within Islet of San Juan. It is limited to the North, by lots collectively known as the Navy Frontier Infrastructure Project, to the south with the San Antonio Channel of the San Juan Bay, to the East, by the property of the Federal Drug Administration (coordinates: 18.46194 N, 66.09013 W), and to the West, by the Ramon Power Street and the United States Army Corps of Engineers (coordinates: 18.46257 N, 66.09321 W).

The reconstruction project will be developed in a 20-meter inland strip in the waterfront area with an approximate length of 1,300 linear feet. The site is commonly referred to as "Navy Frontier Pier". An existing one story, non- historic building, with steel structures, that used to be operated by the Ports Authority (Please see Image B), located inside the Navy Frontier Site, partially invades the 20 meters strip of land in which the project is envisioned.

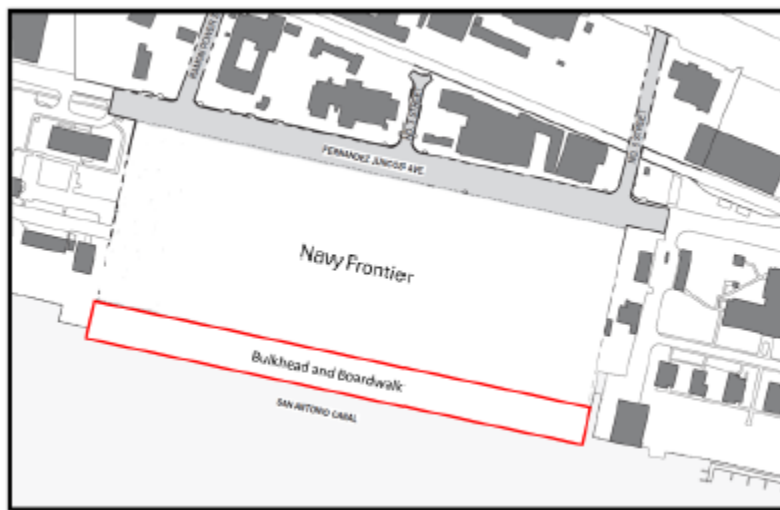


Figure 1- Boardwalk and Bulkhead Reconstruction project site delineated with a red rectangle

The site is in a general state of deterioration, creating an underutilized and unsafe area for the people of San Juan and Puerto Rico as a whole. Existing and previous uses of the site are industrial and limit the waterfront view and public access to the maritime coastline.

2.2. Environmental Background

The Navy Pier / Bahía Urbana Infrastructure Project is proposed to be developed in compliance with the environmental review requirements of the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR), investment Portfolio for Growth (IPG) Program.

The proposed site is located in the San Antonio Channel on the Islet of San Juan, which is subject to environmental conditions such as high tide flooding, sedimentation, erosion and possible liquefaction. The project area includes key environmental features, as a former wetland, coastal zones, and sensitive habitats requiring compliance with federal, state, and local environmental regulations. Based on the Bathymetric Study, the underwater terrain next to the Bulkhead shows constant depth that varies between -30 to -36 feet below mean lower low water. Furthermore, the area shows flat terrain along the bulkhead with few semi-circular patterns to the east with steepest slopes mainly in the western area.

To ensure regulatory compliance in completing the Environmental Review Record (ERR), several environmental and technical studies were performed as well as pertinent agencies consultations to comply with National Environmental Policy Act (NEPA), 24 CFR 58.6 and 24 CFR 58.5 Environmental Statutory Factors that applies to this RFP. Refer to **Exhibit P**.

The Exhibit encompasses consultations with the U.S Fish and Wildlife Service (USFWS), Coastal Barrier Resources System (CBRS) evaluations, Flood insurance compliance, Clean Air Act considerations, Coastal Zone Management Act requirements, Floodplain Management assessment, and National Historic Preservation Act (Section 106). As part of the Environmental studies completed in the site object of this RFP are Flora and Fauna assessment, Bathymetric Study, Benthic Study, Sedimentation and Scouring Report, and Met Ocean Report. Other Technical Study Investigations include, Existing Topography and Site Surveys, Subsurface Utilities Surveys, Hydrologic and Hydraulic study and Geotechnical Studies from Collier TMT of PR.

The structural repairs and reconstruction of the existing Bulkhead and new Boardwalk are intended to address stormwater management and flood protection, and sheet piles, among others. The existing docks might be eliminated, and the area might be incorporated as part of the new boardwalk for public use. Furthermore, the public will have access to the waterfront through a new boardwalk proposed as part of the project. It will be ensuring the project contributes to community resilience and environmental sustainability.

The selected Proposer will be required to adhere to mitigation measures outlined in the environmental review and to implement best management practices to minimize any

adverse environmental impacts during construction. It is crucial that the project not only meets HUD's environmental review standards but also aligns with the community's long-term goals of sustainable development and disaster resilience.

3. Scope of Services

The Scope of Services includes the design, consultation for procurement and oversight during construction of the necessary structural repairs and/or reconstruction of the existing bulkhead and of the new Boardwalk. The A/E professional will receive 30% of schematic design as starting point reference to develop the design and obtain construction permit.

Bulkhead repairs/improvements:

The project aims to perform reconstruction and/or structural repairs of the existing Bulkhead.

In 2018, the Maritime Administration of the U.S. Department of Transportation (MARAD), in collaboration with the Puerto Rico Port Authority (PRPA) and Federal Emergency Management Agency (FEMA), commissioned the preparation of a structural study of the Navy Frontier Pier bulkhead. The report titled "Above and Below Water Routine and Structural Assessments Navy Frontier Wharf" was issued in May 2018 (the MARAD Report), included as **Exhibit Q**.

The design and construction must follow the recommendations of the Maritime Administration report titled "Above and Below Water Routine and Structural Assessments Navy Frontier Wharf" issued on May 2018 (the MARAD Report/Study), included as **Exhibit Q** and any other study made available to the Proponents during the Bidding Process. It is assumed that the MARAD study was conducted with the premise that the bulkhead would remain with the same use and capability to operate as a cargo and/or a cruise port. As the Master Plan for this area proposes a boardwalk (pedestrian walkway) in its place, and further, there is no plan to keep this type of operation for the Navy Pier, the PRCCDA wishes to explore a solution that will only and adequately support the construction of the proposed Boardwalk project.

As part of the A/E Services, the Proposer shall also evaluate all available site documentation, environmental and technical studies, inspect the existing facility, and request/conduct any additional assessment deemed necessary to provide design solutions to addresses the requirements for the bulkhead as well as incorporating design features to enable the construction of the future Boardwalk project. The existing docks might be eliminated, and the area could be incorporated as part of the new public boardwalk.

To ensure regulatory compliance and informed decision-making pertinent to this RFP, refer to **Exhibit P**. The agency consultations established in the mentioned Exhibit were

prepared for the purpose of completing the Environmental Review Record (ERR) and encompass consultations with the U.S Fish and Wildlife Service (USFWS), Coastal Barrier Resources System (CBRS) evaluations, Flood insurance compliance, Clean Air Act considerations, Coastal Zone Management Act requirements, and Floodplain Management assessment, Flora and Fauna assessment, Bathymetric and Benthic surveys, Sedimentation and Scouring evaluations. Some Technical analyses include, Met-Ocean report, and reviews of Existing Topography and Site Surveys, and Subsurface Utilities Surveys, Hydrologic and Hydraulic study.

The engineering infrastructure will be designed in accordance with a new urban layout that responds to its surroundings and seamlessly integrates with the existing urban activities. The project includes improvements to the installation of utility lines for water, sewer, electricity, and installation of telecommunications for the benefit of the general public as to guarantee public access and safety.

Construction of New Boardwalk:

The project includes the design of a new public boardwalk located on the harbor front of the San Antonio Channel. The project seeks to revitalize the circulation networks along the San Antonio Channel waterfront, which spans approximately 1,300 linear feet. This revitalization will provide public access to the water's edge, creating spaces for scenic views, vibrant cultural and social outdoor areas, and enhancing pedestrian flow. This includes improving security, enhancing walkability, and creating a welcoming gateway to Old San Juan.

The boardwalk area will integrate green infrastructure landscape to improve the existing stormwater management and environmental conditions of the site, such as elements that provide shade, urban furnishings to provide consistent and high-quality visitor experience. The development will lift the guest experience, provide better facilities for residents, and contribute to the broader economic development of the area. Design of the waterfront boardwalk will consider flood issues, accessibility, and walkability.

Proposer shall take into consideration the necessary surveys, studies, and reports to assess the conditions of the existing bulkhead, while also incorporating thorough stormwater and runoff management strategies. This will include the implementation of effective drainage systems, permeable surfaces, and retention areas to control and manage rainfall runoff. These measures will not only protect the project from flooding but also enhance water quality and ensure the long-term sustainability of the waterfront area. Additionally, as part of the boardwalk structure, utilities such as potable water, electrical power, and lighting will be installed. These essential services will improve the functionality and safety of the boardwalk, ensuring it meets the needs of both pedestrians and the surrounding environment.

To the extent possible, Proposers are encouraged to design the Bulkhead repairs and initiation of the construction of the Boardwalk with scheduling techniques which may lessen overall project duration.

4. Design Services and Deliverables

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRCCDA because of the performance of the A/E Services. All deliverables and resulting work products from this contract will become the property of the PRCCDA. The A/E Firm shall certify the accuracy of its deliverables to the PRCCDA.

The PRCCDA is required to maintain a high degree of contractor oversight and efficient and effective cost controls. The A/E Firm, by and through its staff and approved subconsultant(s), shall be responsible for the performance of the A/E Services in a timely manner as required and in accordance with the Deliverables and Milestones set forth below. Compliance with the A/E Service delivery schedule is of utmost importance. Non-compliance will constitute a material breach of the Contract.

The PRCCDA's Navy Pier / Bahía Urbana Project is currently undergoing the Environmental Review Process as per provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4321 et seq., as well as to the HUD environmental review regulations at 24 C.F.R. Part 58. Additionally, the project will include all necessary consultations and notifications to relevant state and federal agencies. The Selected Proposer will need to design and revise design drawing, permits and construction documents, as needed, for the PRCCDA to reach the project's Environmental Clearance.

Key deliverables Services are organized per phase and around the following tasks:

A. Architectural-Engineering Design Phase

Task 1 – “Kick-off” Meeting

Within one (1) week of the Notice to Proceed (NTP), the A/E Firm will participate in a project start-up conference with the PRCCDA. The purpose of this meeting is for project team members to formally introduce each other, review project work plan, communications protocols, schedule, design milestones and deliverables, and establish site access procedures, among other matters.

Task 2 – Existing Conditions Document/Permit

Within 2 weeks of the NTP, the A/E Firm shall evaluate all available information regarding the 30% approved schematic design, including reports, data and any other records provided by PRCCDA. Specific preparation tasks shall be organized and determined by

the A/E Firm based on the schematic design and existing conditions; however, such tasks are expected to include, but not limited to, the following:

- Conduct all necessary fieldwork for verifying and documenting the existing conditions of the project area.
- Review environmental and technical studies/reports prepared for the project.
- Determine whether additional studies are required.

2.1. Design Parameters

Within two (2) weeks from the NTP, the A/E Firm shall comply with all applicable State and Federal environmental, zoning and building codes. Review climate and coastal resiliency design parameters that are applicable to the project of special consideration, among which are the "Reglamento de Zonificación de la Zona Costanera y de Acceso a las Playas" and y "Costas de Puerto Rico", Reglamento de Planificación Número 17 ("Reglamento Núm. 1711").

The proposer must take in consideration dispositions of 2 CFR §200.323, Procurement of Recovered Materials, among other State and Local, Laws and Regulations applicable to the IPG Project.

The A/E Firm shall evaluate structural studies, and all material provided through the 30% schematic design to formulate design solutions fit for the objective of the Bulkhead project and related enabling features, to accommodate the implementation of the proposed Boardwalk project.

2.2. Code and Permit Review

Conduct a Code and Permits Review and confirm all necessary permits and approvals required for the construction of the Project. The A/E Firm shall meet with regulatory agencies as necessary and shall cooperate in obtaining all required approvals. The A/E Firm shall submit documents to all applicable regulatory agencies or authorities. For reference, a list of completed and ongoing environmental and technical studies is provided in **Exhibit P**. Should participation in public hearings on behalf of this project be necessary, support the PRCCDA's staff.

Task 3 – Develop 60% Design Documents

Further develop plans, specifications and cost estimate documents up to 60%. Deliverables for this task shall be organized in accordance with the applicable progress milestone as further detailed below. Drawings must be coordinated between disciplines and organized according to trade. They must include a developed site plan, drawings, wall sections, and material selections. Technical Specifications, Cost Estimates, Project Schedules, and other deliverables up to 60%, further detailed below, shall also be included.

3.1. Regulatory Approvals

Submit a status report on all required submittals showing actual submittal dates, approvals received, and any unresolved issues including any objection issued by the regulatory agency. All correspondence, applications, objections, approvals, findings, test results, etc. received to date shall be submitted with the documents for review.

3.2. Construction Drawings

All drawing submissions, including the work of all required disciplines, shall represent a minimum of 60% completion of the final Construction Documents set. The drawing set shall be coordinated with no room for unreasonable additional interpretation. Drawings shall use appropriate drafting scales and include symbols, legends, dimensions, drafting conventions and abbreviations following industry standards. Drawings shall be sufficient to achieve the 60% completion milestone, including at a minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Specifications
- Calculations and Analysis
- Narratives
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Project or limit the A/E Firm's liability for errors and omissions.

3.3. Project Scope of Work

Provide preliminary Project Scope.

3.4. Technical Specifications

Shall be prepared and coordinated with the drawings in accordance with the Building Design and Construction sections of the latest AIA Handbook of Professional Practice. At 60% Construction Documents, the A/E Firm shall proof-read and coordinate the

entire specifications with all trades prior to submission for review. All specifications shall be edited for project-specific scope of work. CSI Generic specification shall be tailored to the Project scope. The specifications shall reflect any changes, revisions, clarifications, or additional information as a result of the PRCCDA review comments and recommendations, and all regulatory agency approvals.

3.5. Cost Estimate

The CE shall be in accordance with all applicable requirements. The CE shall be updated as needed, and in the same CE format as earlier estimates with the exception that design contingency is reduced to 5% at 50% Construction Documents.

3.6. Project Schedule

Present a revised project schedule for the entire Project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. The A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

3.7. The 60% Design Drawings

Technical specifications estimated construction costs, and timeline shall be presented to the PRCCDA and project team in digital formats and presented at a meeting for review and comment prior to authorizing Task 4.

Task 4 – Develop 90% Design Documents

Develop plans, specifications and cost estimate documents up to 90%. Documents shall reflect any changes, revisions, clarifications, or additional information and/or details as result of the PRCCDA project team review comments and recommendations, and all regulatory agency approvals.

Construction drawings shall include all necessary design information for the Project construction, and sufficient to achieve the 100% Construction Document phase milestone.

4.1. Regulatory Approvals

At this stage of the project all submissions to the PRCCDA and other regulatory agencies and utility companies should be completed. All correspondence, approvals, findings, and test results shall be submitted with the documents for review and record. The A/E Firm shall submit a final status report on all required submittals to the PRCCDA showing actual submittal dates, approvals received, and any unresolved issues, including any objections issued by the applicable regulatory agency.

4.2. Construction Documents

This includes all drawing submissions, including all required disciplines. Construction drawings shall be stamped by a licensed Professional Engineer (PE) or Registered

Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended, and including any necessary revisions thereof. All drawing submissions, including all required disciplines, shall show a minimum of ninety (90%) percent completion and shall include at minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Calculations and Analysis
- Narratives
- Specifications
- Wall Sections
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Projects or limit the A/E Firm's liability for errors and omissions.

4.3. Technical Specifications

Technical Specifications shall be developed to a 90% level of completion for every involved Project discipline. The specifications shall reflect any changes, revisions, clarifications, or additional information as a result of PRCCDA's review comments and recommendations, and all regulatory agency approvals or endorsements.

4.4. Final Cost Estimate

The final CE shall be in accordance with all applicable requirements. The CE shall be updated as needed, and in the same CEF format as earlier estimates with the exception that design contingency is no longer included. The CE shall be reconciled with all specifications. It shall include every specification number and title from the Project specifications in numerical order.

4.5. Final Project Schedule

Present a final schedule for approval by the PRCCDA for the entire Project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. The A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

4.6. Permits and Approvals

Submit original of all drawings or documents bearing stamps of approval by each regulatory agency, as applicable to the Project.

Upon successful completion and acceptance of the **90% Construction Documents**, the PRCCDA will issue a Notice to Proceed (NTP) with preparation of Construction Bid Documents.

B. Bid Support Phases

Task 5 – 100% Construction Documents

Provide Bid Documents for PRCCDA's review and final approval prior to initiating the procurement process. The Bid Final Documents shall reflect any changes, revisions, clarifications, or additional information resulting from PRCCDA's review comments and recommendations, and all federal and state regulatory agency approvals. Provide final "Front End" section consisting of Project Scope Description. The A/E Firm shall work with PRCCDA's staff and consultants to coordinate the necessary information and support to achieve completion of the bid set documents.

Bid Documents shall include the following:

1. The Proposer shall prepare and deliver construction bid package documentation that will be submitted to the PRDOH for recordkeeping.
2. The construction bid package shall be prepared in conformance with PRCCDA regulations and procedures and 2 C.F.R. § 200.317 through § 200.327.
3. Unless otherwise required, the construction bid will be prepared in compliance with the Invitation for Bids (IFB) or Seal Bid procurement process. In this process, bids are publicly solicited, and a firm fixed price is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price.
4. The construction bid package shall include all the necessary information required for construction contractors (bidders) to determine material quantities, dimensions and extension work to allow them to perform necessary analyses to provide a price to build the project.
 - Final Bid Documents
 - Two (2) sets of full-size prints,

- A flash drive containing the documents in electronic format (AutoCAD and PDF).
- Final Technical specifications
 - Compiled as one file in PDF format.
- Draft Bid Form
 - Include all Unit Price items and quantities in accordance with the final cost.
 - Estimate and probable sequence of work (in Word or Excel format).
- Summary of Work. In one paragraph or set of bullet points.
- Special Conditions.
- Final construction cost estimate.
- Estimate of construction duration.

C. Construction Support Phase

Task 6 - Provide Bid Assistance

During the bidding process, the A/E Firm shall work with PRCCDA's staff and project team. This assistance shall include, but not limited to the following tasks and duties:

- 6.1.** Support and participate in the Pre-bid Conference.
- 6.2.** Interpret plans and specifications when requested by the PRCCDA in response to inquiries by prospective bidders.
- 6.3.** Prepare and issue all necessary addenda as required in response to contractor questions and requests for information arising during the Pre-Bid Meeting or as otherwise necessary for the clarification of the Bid Documents. The A/E Firm shall submit all addenda to the PRCCDA for review and approval. The PRCCDA will inform the A/E Firm of all format requirements, including the specific addendum number.
- 6.4.** Attend meetings to answer questions from bidders and to assure that all parties clearly understand the intent of the Contract Documents. When deemed necessary, meetings will be held at the site to ensure that all bidders become familiar with existing conditions.

Task 7 – Design Services During Construction (Supervision)

CS Services will be required for the duration of construction through project close-out. Proposers are made aware that, Prior to committing funds to commence construction works under the CDBG-DR, IPG Program, the PRCCDA must complete an environmental review of all project activities (24 CFR 58) and obtain an environmental clearance to use funds (24 CFR part 58).

General CS tasks shall include, but are not limited to, the following:

7.1. Hold pre-construction meetings.

Provide technical guidance during pre-construction meetings to support PRCCDA.

7.2. Weekly Job Site Meetings and Minutes

To facilitate completion of the work according to the standards of quality and the schedule set by the Construction Documents, the A/E Firm is required to attend all project meetings. These include the Construction Kick-off (Pre- Construction) meeting, job site meetings held every week, and all meetings relating to the construction of the Project. At the job site meetings, the progress of the work is reviewed, and the work coordinated with the contractors. Attendees identify and confirm the next scheduled activities of work and eliminate, if possible, potential delays due to deliveries, field conditions, staffing or swing space conflicts. Also, review of the Shop Drawing Log, taking appropriate action to ensure that submittals deadlines and review turn-around periods are met.

7.3. Bi-Weekly Site Visits and Field Supervision Reports

Visit the Project sites bi-weekly for the purpose of preparing a Field Supervision Report. Report in writing all observations on issues to quality of ongoing inspected work or site conditions. The content of the Field Supervision Reports is essential to assure the quality of the construction work being installed. Detailed observations on current work, field conditions, connections, clearances, and contractor capability will assist the PRCCDA and its consultants in quality control efforts. The Field Supervision Report is the vehicle by which the A/E Firm is empowered to assure that ongoing construction work is following the design intent, details, and specifications, which form the basis of the Construction Documents. The Field Supervision Reports are to be prepared by members of the A/E Firm team who are thoroughly familiar with the Project. The Field Inspection Reports are to be submitted in writing to the PRCCDA **within (5) five working days** of the site visit. This will enable the PRCCDA to address the issues identified in the reports at the next project site meeting. The Field Supervision Reports shall be signed and sealed by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended.

7.4. Review of Shop Drawings, Samples, Cuts and Mock-Ups

Receive shop drawings, samples, cuts, and mock-ups directly from the contractor for review and approval. Review, approve, and distribute submittals per procedures described in the Project's General Conditions. The Shop Drawing Log Form shall be presented to the contractor at the Construction Kick-off (Pre-Construction) Meeting. Contractors shall be responsible for filling in the item submission dates and the delivery dates for approval by the PRCCDA. The A/E Firm shall receive copies of the contractor prepared approved schedules for the submission of shop drawings, samples and catalogue cuts and shall review these lists every two weeks. The A/E Firm shall review and direct modifications if required. The A/E Firm shall act promptly and systematically to check all shop drawings, materials samples, catalogue cuts and items exhibited in mock-ups to determine if the submittals are in accordance with the Construction Documents.

7.5. Review of Schedules of Items and Costs

The A/E Firm shall promptly examine, recommend adjustments to, or indicate approval of, the schedules of items and costs submitted by the contractor. This will allow the PRCCDA to establish a reasonable basis for subsequent partial payments to contractors.

7.6. Prepare sketches or drawings to resolve problems due to actual field conditions encountered.

7.7. Review of Contractor Coordination Documents

The A/E Firm shall review the contractor's coordination documents and promptly report in writing to the PRCCDA on issues relating to meeting the project schedule and achieving the quality of work specified in the Contract Documents. The A/E Firm shall systematically monitor the progress of all construction work scheduled and promptly report to the PRCCDA any conditions that may cause delays in the completion of the work.

7.8. Resolution of Design Errors or Omissions

The A/E Firm shall promptly submit to the PRCCDA any necessary correspondence, supplementary or revised drawings, specifications, negotiated cost estimates and any other documentation or coordination material to resolve design errors or omissions. Upon approval of the required changes in the Contract Documents by the PRCCDA, the A/E Firm shall promptly provide the contractors all the documentation necessary to execute the work as revised.

7.9. Construction Punch List

At Substantial Completion the A/E Firm shall participate in the preparation of Construction Punch Lists. The A/E Firm shall submit a list of items for the Punch List to the PRCCDA within ten working days of the request of such a list. This list of items shall be based on a final site visit and Field Inspection Report, and on any unresolved problems

that have been the subject of earlier reports or job site meetings. The Construction Punch Lists, prepared by the A/E Firm, the contractor, and the PRCCDA, will be compiled at a job site meeting and shall be part of the minutes of that meeting.

7.10. Perform construction oversight duties as required to ensure success of the Project.

7.11. Making final observation and reporting on completion of the project, including recommendations concerning final payments to contractors and release of retainage percentages.

7.12. Review and recommend change orders requests from construction contractor, and recommendations from the project inspection, related to additional costs and time extension, in a timely manner. Provide recommendations for the grant management review and final approval by PRDOH.

The above is not meant to be a complete listing of all Services that may be required or those guaranteed under the Project included in this RFP.

The A/E Firm shall provide hard copy, if necessary, of all Deliverables, in addition to electronic copies to the PRCCDA, and as requested by the PRCCDA during the performance of the A/E Services. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents. All deliverables and resulting work products will become property of PRCCDA.

Task 8 - Project Close-out

The A/E Firm shall provide the services and support the PRCCDA and its consulting team in achieving the final acceptance of the Project.

During this phase the A/E Firm will:

- Ensure construction quality, and resolve all remaining punch list items, establishing a final breakdown of the total construction contract amount for each project component.
- Coordinate with the Designated Inspector and regulatory Agencies as necessary to finalize project approvals.
- Develop and implement a procedure for the review and acceptance of the construction contract Closeout submission documents.

A/E Firm Closeout Submittals

The A/E Firm shall compile, organize and deliver all final record documents with transmittal, including, but no limited to:

8.1. Construction “As-built” drawings for the project in a digital format (both CAD and PDF format) and hard copies). Drawings shall consist of, but not be limited to:

- Contract drawings, for all disciplines, marked-up clearly to indicate the as-built condition.
- All clarification and/or changed condition sketches
- Specifications (in MS Word format)
- All construction specifications
- All addenda
- Shop drawings, submittals, etc. (electronic format)
- All approved shop drawings, submittals, etc.

8.2. Applicable Operations and Maintenance Manual(s)

8.3. Structural Engineer-of-Record's (SER's) final report.

8.4. Review and Assignment of Warranties (as applicable) - Obtain and transmit all warranties documentation of special products, systems, or materials in digital format. Review warranties to confirm they follow the requirements of the contracts.

8.5. Copies of all other documentation, test reports, etc. associated with completion of the work.

5. Supplemental Services

Supplemental Services, if requested by the PRCCDA, will require written approval prior to the A/E Firm proceeding.

6. Milestones and Delivery Schedule

The Services will consist of the following timetable of milestone:

Basic Services	Duration*
A. Architectural-Engineering Design Phase	
Task 1 - “Kick-off” Meeting	1 week
Task 2 - Existing Conditions; Design Parameters, Code and Permit	2 weeks
Tasks 3 - Develop up to 60% Design Documents	6 weeks
Tasks 4 - Develop up to 90% Design Documents	8 weeks

Tasks 5 - Develop up to 100% Construction Bid Documents	4 weeks
B. Bid Support Phase	
Task 6 - Provide Bid Assistance	6-8 weeks
C. Construction Support (CS) Phase	
Task 7 - Construction Phase Services	Approximately 18 months
Task 8 - Closeout	4 weeks

***Duration is a preliminary estimate based on Calendar Days. Duration for Tasks 1 and 2, is calculated from NTP of the A/E Contract. Tasks 3 to 6 are consecutive, starting from the A/E Contract NTP. Tasks 7 and 8 are dependent upon the NTP of the Construction Contract.**

7. Personnel Requirements

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that PRCCDA will consider the qualifications of key personnel in the selection of the successful Proposer; therefore, replacement of key personnel will not be permitted without the written approval of the PRCCDA.

The Proposer shall have or will secure, at its own expense, all personnel required to perform the services under the contract. PRCCDA expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under the contract. The PRCCDA reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRCCDA. The PRCCDA reserves the right to reject any key personnel proposed if it is in the Project's best interest.

Key Staff resources must be ready to begin work within five (5) days of the execution of the contract or as required to complete assigned tasks within schedule. The Proposer shall have or will secure, at its own expense, all personnel required to perform the services under the contract. Proposer must ensure the professional architectural or engineering services are performed by licensed professionals in Puerto Rico with the proper qualifications, skills, and experience, necessary to perform such services, according to applicable federal and local rules and regulations. The PRCCDA reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the executed contract without the written consent of the PRCCDA.

7.1 Staff Experience and Qualifications

The Proposer shall provide detailed information about the experience and qualifications of the entire staff, including applicable degrees, certifications, licenses and years of relevant experience. The Proposer shall specifically identify resources currently employed by the Proposer who will serve as Key Staff.

This includes the Proposer's own staff and staff from any subcontractors. The Proposer shall demonstrate that its staff (and subcontractors' staff) meet the requirements listed below and the necessary experience and knowledge to successfully implement and perform the services.

Key staff in the roles for this project should have at least **ten (10) years** of experience in the designing maritime facilities and five **(5) years** with federally funded programs. The design Engineer must be a Licensed professional with at least **ten (10) years** experience in designing maritime facilities or comparable projects and federally funded programs.

7.2 Organizational and Staffing Plan

The Proposer shall submit to the PRCCDA an initial organizational chart detailing the identity of each resource (whether employed by the Proposer or a subcontractor) who shall perform any design service. The Proposer's organizational and staffing plan shall include the required number of personnel, role and responsibilities, name of each resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated involvement, and their on-site availability. The Proposer shall demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the project.

8. Performance Standards

The Designer agrees that the Services provided hereunder shall conform to the professional standards of care and practice customarily expected of like firms engaged in performing comparable work, that the personnel furnishing said Services shall be qualified and competent to perform adequately the services assigned to them and that the recommendations, guidance, and performance of such personnel shall reflect such standard of professional knowledge and judgment.

9. Constraints of Project Funding Limitations

The A/E shall perform the design services in such a manner as to cause an award of a construction contract that does not exceed the budgeted construction cost established for the project.

10. Compliance with Laws, Codes, Ordinances, and Regulations

Services shall be performed in accordance with all Local and Federal laws, codes, ordinances, and regulations, applicable to the PRCCDA and the PRDOH, CDBG-DR's, IPG Program, including without limitation, Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

The Selected Proposer shall make changes in the design documents necessary to obtain governmental approval and environmental release without additional compensation or reimbursement, except when, during the development of designs but prior to a construction permit being acquired, revisions are made to applicable codes or regulations that required changes to design work already completed by the Selected Respondent(s). However, is obligated to notify PRCCDA of any significant code or regulatory change affecting the work **within thirty (30) days** of the change occurrence, and such notification shall be required for the A/E to be entitled to any additional compensation or reimbursement. Said additional compensation must be formalized in writing between the parties before executing any work.



PRCCDA2025IPG-_____

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR), ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR
GROWTH PROGRAM (IPG)**

**PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL/ENGINEERING SERVICES FOR THE NAVY PIER BULKHEAD
AND NEW BOARDWALK
BETWEEN THE
PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY
AND**

THIS AGREEMENT FOR _____, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this _____ of _____, 2025, by and between the **PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY** (hereinafter, "PRCCDA"), a public agency created under Act No. 351 of September 2, 2000, as amended, known as the "Organic Act of the Convention Center District Authority" with principal offices at 100 Convention Boulevard, San Juan, Puerto Rico, herein represented by Verónica Ferraioli Hornero, attorney, of legal age, married, and resident of Guaynabo, Puerto Rico, in her capacity as Executive Director; and _____ (hereinafter, the "CONSULTANT"), with principal offices in _____, San Juan, Puerto Rico _____, Corporate Number Register at the Puerto Rico Department of State, Num _____ herein represented by _____, in his/her capacity as _____, of legal age, married/single, and resident of _____, _____ duly authorized by Corporate Resolution.

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 PRDOH 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 "MODEL CONTRACT" AND NOT A FINAL VERSION. PRCCDA RESERVES THE RIGHT TO MAKE CHANGES TO THE DOCUMENT 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 PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH 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, on August 2, 2022, the PRCCDA and the PRCCDA executed a Subrecipient Agreement, Contract Number 2023-DR0005 ("Agreement"), for the PRCCDA to undertake activities under the Economic Development Investment Portfolio for Growth Program ("IPG-DR" or "Program").

WHEREAS, the PRCCDA is interested in contracting professional Architectural and Engineering Design for the Navy Pier Bulkhead and New Boardwalk. The CONSULTANT will support PRCCDA to achieve the Program goals and objectives of ensuring compliance with all CDBG-DR, HUD, and applicable federal and local requirements, rules and regulations, as well as in PRCCDA's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on May 7, 2025 the PRCCDA issued a Request for Proposals (RFP) identified as Procurement Process No. CDBG-DR-IPG-PRCCDA-2025-02, to acquire professional services for Architectural/Engineering Services for the Navy Pier Bulkhead and New Boardwalk under the CDBG-DR, IPG Program. Through this procurement process, PRCCDA was able to reach _____ () quotations from professional service providers.

WHEREAS, on _____, the CONSULTANT submitted to the PRCCDA its Proposal.

WHEREAS, on _____, and after a careful evaluation and analysis of the Proposal the RFP was awarded to the CONSULTANT on a fair and open competition basis in accordance with applicable procurement requirements.

WHEREAS, the CONSULTANT has the expertise and experience to provide the Services required with the highest degree of professionalism and is available and willing to offer such Services; and certifies and warrants that it has the academic preparation, experience, skills and licenses or certificates necessary to provide the Services, according to the requirements of the Commonwealth of Puerto Rico, specifically Act 173 of August 12, 1988. All the personnel allocated by the CONSULTANT will be of proven and recognized expertise and experience in their respective fields. The CONSULTANT knows the ethical standards of their field of work and takes responsibility for his actions. Expressly recognizes that these are essential conditions of this Agreement, and if not correct in whole or in part any of the above certifications, this will be sufficient cause for the PRCCDA to rescind it, immediately, and the CONSULTANT will have to reimburse any money that has accrued under this Agreement;

WHEREAS, the CONSULTANT presented and was granted by the General Services Administration (ASG) the RUP Registration on _____, Certification Num. _____, Provider Num. _____.

WHEREAS, the proposal and the agreement between the PRCCDA & CONSULTANT was approved by the PRCCDA Governing Board, by virtue of Resolutions ____ of _____.

WHEREAS, also de PRCCDA certified the compliance with the contracting requirements, including Circular Letter 008-2023 of December 27, 2023 of the Office of Management and Budget (OGP), Certification Number C_2025-18170, approved on June 11, 2025.

WHEREAS, the PRCCDA desires to enter into an agreement with _____ to secure its professional services and accepts the CONSULTANT’s Proposal and costs, and the CONSULTANT 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.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated _____, authorizing the CONTRACTOR, via _____, _____, to enter into the Agreement with the PRCCDA.

WHEREAS, the PRCCDA is authorized to grant this contract by virtue of Law No. 351, *supra.*, in accordance with the provisions of the Circular Letter of the Office of Management and Budget No. 008-2023 of December 27, 2023. Contract Approval was effective as of _____, 2025, Contract ID C_2025-_____.

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed-price contract. Under this Agreement, CONSULTANT shall submit invoices to the PRCCDA, within the first ____ () days following the period invoiced, as per the Compensation Schedule/ Cost Form (**Attachment III**). 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 an integral part of this Agreement:

Attachment I	Scope of Services
Attachment II	Proposal
Attachment III	Cost Form
Attachment IV	Performance Requirements
Attachment V	Insurance Requirements
Attachment VI	Additional Conditions
Attachment VII	HUD General Provisions and Other Federal
Attachment VIII	Anti-Lobbying Certification
Attachment IX	Non-Conflict of Interest Certification
Attachment X	Non-Conflict of Interest Certification on Existing or Pending Contracts
Attachment XI	Consultant Certification Requirement
Attachment XII	Affidavit of Non-Collusion

The Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. Contractor is expected to commence work within five (5) days of execution of the Agreement. The Term of this Agreement will be for a performance period of _____ () _____, ending in _____, _____, 20__.

- B. Contract Extensions:** PRCCDA may, at its sole discretion, extend the Agreement's term for an additional term of _____ () **weeks/months**, or expressed in days, _____ () **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 PRCCDA 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 CONSULTANT will deliver the services outlined in **Attachments I and II** of the Agreement. The parties agree that the CONSULTANT shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONSULTANT's sole cost.

Accordingly, the CONSULTANT represents that it is thoroughly familiar with and understands the requirements of the services and has the training, experience, and knowledge required to perform said services. It further undertakes that it will maintain the necessary personnel on its staff to provide the services contemplated herein within the time periods hereby required.

IV. COMPENSATION AND PAYMENT

- A.** The PRCCDA agrees to pay the CONSULTANT for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment III** of this Agreement.
- B.** The PRCCDA will pay the CONSULTANT, for allowable services performed during the term of this Agreement, a maximum amount not to exceed _____ **DOLLARS AND** _____ **CENTS (\$_____); Account Number:**_____.
- C.** Payment of the maximum amount shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachments I, II and III**. The PRCCDA shall not make any payment in excess of the amount provided in this clause, whether or not the CONSULTANT, exceeds the same regardless of the reasons that the CONSULTANT may have for said excess unless authorized in writing by the PRCCDA.
- D.** Any additional funds to complete the services requested by the PRCCDA to the CONSULTANT will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E.** The CONSULTAN hereby acknowledges and accepts that it has been explained that rendering services which exceed maximum amount herein mentioned, without complying with the above indicated requisites can result in the PRCCDA being impeded by law to pay for these services. As such, the Contractor waives any right it may have, releases and discharges the PRCCDA from any responsibility of payment and/or damages, in the case that services by the Contractor are rendered in excess of the amounts herein authorized without complying with all of the aforementioned requisites as well as any other requisites to such end that may be mentioned in this Agreement.
- F.** The CONSULTANT shall submit an invoice to PRCCDA on a monthly basis in accordance with Costs Forms included in the CONSULTANT's Proposal (**Attachment II**) and the Cost Form (**Attachment III**) of this Agreement. 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 and if

PRCCDA determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

- G.** An authorized representative of the PRCCDA will review each invoice and, if adequate, will approve and process its payment. Payments to the CONSULTANT shall be made by electronic funds transfer (EFT). PRCCDA reserves the right to conduct any audits it deems necessary. The CONSULTANT agrees to cooperate fully with any such audit or audits.
- H.** While providing the services under this Agreement, the CONSULTANT must adhere to applicable requirements of the CDBG-DR grant. If the CONSULTANT performs ineligible activities under the CDBG-DR grant or program, the CONSULTANT cannot include them in the invoice for payment to the PRCCDA.
- I.** CONSULTANT shall be liable to the PRCCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONSULTANT shall reimburse such disallowed costs from funds other than those CONSULTANT received under this Agreement.
- J.** The CONSULTANT acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- K.** Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
- L.** In order for the CONSULTANT to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRCCDA 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 PRCCDA will not reimburse any costs incurred by the CONSULTANT not included in the approved Proposal and Cost Form (**Attachments II and III**) or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRCCDA, 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 CONSULTANT’s working papers, the CONSULTANT acknowledges the PRCCDA’s ownership of all information, drafts, documents, reports,

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papers, and other materials developed and prepared by the CONSULTANT, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONSULTANT shall deliver such information, drafts, reports, papers and other materials to the PRCCDA, in document form or as computer program data, and the CONSULTANT recognizes the PRCCDA's right to request such documentation or computer program data. If the CONSULTANT fails to deliver said information, the PRCCDA may seek a judicial order to enforce its rights.

- B.** Proof of expenditures incurred by the CONSULTANT on behalf of PRCCDA shall be made available to PRCCDA. The CONSULTANT agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONSULTANT account. These documents shall be open for the PRCCDA examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDERKEEPING

- A. Records to be Maintained:** The CONSULTANT 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 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. § 570.502, 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 PRCCDA's Federal award.
- B. Access to Records:** The CONSULTANT shall permit the PRCCDA and auditors to have access to the CONSULTANT's records and financial statements as necessary for the PRCCDA to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRCCDA:** Prior to close out of this Agreement, the CONSULTANT must transmit to the PRCCDA records sufficient for the PRCCDA to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONSULTANT's Data and Privileged Information:** The CONSULTANT 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 CONSULTANT must comply with the PRCCDA CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

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- A. The CONSULTANT agrees to provide the Government of Puerto Rico, PRCCDA, PRCCDA, 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 CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

VIII. NON-DISCLOSURE AND CONFIDENTIALITY

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

IX. PERFORMANCE WARRANTY

- (a) CONSULTANT warrants that it will perform all work and provide all Deliverables under this Contract (See **Attachments I, II and III**) 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) CONSULTANT warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONSULTANT'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.

(c) If CONSULTANT submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRCCDA may require CONSULTANT, at its sole expense, 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.

X. TERMINATION

- A. Termination for Cause or Default:** The PRCCDA may terminate this Agreement, in whole or in part, because of CONSULTANT's failure to fulfill any of its obligations. The PRCCDA shall terminate this Agreement by delivering to the CONSULTANT a **thirty (30) 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. CONSULTANT shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONSULTANT shall immediately discontinue all such services being terminated and deliver to the PRCCDA 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 CONSULTANT shall not be relieved of liability to the PRCCDA for damage sustained to PRCCDA or CDBG-DR, IPG Program, by virtue of any breach of the Agreement by the CONSULTANT. The PRCCDA may withhold any payments to the CONSULTANT, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRCCDA by the CONSULTANT. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRCCDA may terminate this Agreement, in whole or in part, whenever the PRCCDA determines that such termination is necessary or convenient to the Agency. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** 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 CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRCCDA will consider this Agreement immediately terminated, in the event that the CONSULTANT 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 PRCCDA 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 PRCCDA will not be compelled

to continue the performance of the Agreement, should the CONSULTANT breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONSULTANT 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 PRCCDA may terminate this Agreement, in whole or in part, at PRCCDA's sole discretion, with or without cause, at any time. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** 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 CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRCCDA may suspend this Agreement in whole or in part at any time for the PRCCDA's convenience. The PRCCDA shall give the CONSULTANT **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONSULTANT shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONSULTANT is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONSULTANT 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 CONSULTANT of this Agreement or the CONSULTANT 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 PRCCDA 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 PRCCDA 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), CONSULTANT agrees to make himself available to assist the PRCCDA with the transition of services assigned to CONSULTANT by the PRCCDA. CONSULTANT shall provide to the PRCCDA the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRCCDA or a third party designated by the PRCCDA. The parties agree to execute a Transition Services Agreement for the Transition Period and CONSULTANT will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRCCDA during the Transition Period.
- H.** If the funds specified herein are in any way reduced or cancelled for reasons out of the PRCCDA's reasonable control, the parties acknowledge that this Agreement shall terminate on the date in which such funds are reduced or cancelled. In such case, the PRCCDA shall, subject to the terms and conditions of this Agreement, compensate CONSULTANT for the Services rendered up until the date in which the funds are reduced or cancelled. If the funds are reduced, the parties shall have the option, but not the obligation, to negotiate a new agreement, subject to the corresponding administrative orders and availability of funds.

XI. PENALTIES AND LIQUIDATED DAMAGES

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A. Penalties

1. In the event the CONSULTANT 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 CONSULTANT agrees that PRCCDA may impose sanctions against the CONSULTANT for any default in accordance with terms of the current Agreements and this Section.
2. If the CONSULTANT fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRCCDA may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONSULTANT.
 - 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 CONSULTANT shall pay to PRCCDA, as liquidated damages, Two Hundred and Fifty Dollars (\$250.00) for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of Five Thousand Dollars (\$5,000.00) established in this Contract. Said sum, in view of the difficulty of accurately ascertaining the loss which PRCCDA will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRCCDA 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 PRCCDA's right to indemnification, or the CONSULTANT's obligation to indemnify the PRCCDA 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 PRCCDA. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed. The PRCCDA 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 PRCCDA per the formula above, the CONSULTANT shall be liable to pay the difference.

XII. LIABILITY

In no event, the PRCCDA 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 PRCCDA, the CONSULTANT and any citizen.

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

XIII. INSURANCE

A. Required Coverage

The CONSULTANT 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 PRCCDA's requirements as set forth in **Attachment VI**.

Upon the execution of this Agreement, the CONSULTANT shall furnish PRCCDA with original and two (2) certified copies of the insurance policies described in **Attachment VI** and any other evidence PRCCDA 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 CONSULTANT 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 CONSULTANT and PRCCDA.

The PRCCDA 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 CONSULTANT must be endorsed as follows:

1. PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing, 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 PRCCDA and its respective officers, agents and employees.
3. The insurer shall be required to give PRCCDA written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONSULTANT shall furnish to PRCCDA, 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 CONSULTANT 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 CONTRATOR COMMENCING WORK. NO CONSULTANT OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRCCDA TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRCCDA's option, non-compliance will result in one or more of the following actions: (1) The PRCCDA will purchase insurance on behalf of the CONSULTANT and will charge back all cost to the CONSULTANT; (2) all payments due the CONSULTANT will be held until the CONSULTANT has complied with the Agreement;

and/or (3) The CONSULTANT 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 PRCCDA 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 PRCCDA in the event coverage is substantially changed, cancelled or non-renewed.

The CONSULTANT shall require all SUBCONSULTANTS or CONSULTANTS to carry the insurance required herein or the CONSULTANT, may provide the coverage for any or all of its SUBCONSULTANTS and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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

XIV. HOLD HARMLESS

The CONSULTANT and its affiliates, its successors and assignees will indemnify the PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing and HUD from any damages and/or losses arising out of any breach of this Agreement by the CONSULTANT or against personal injuries or property damage resulting from any act of negligence or omission by the CONSULTANT and its affiliates in connection with this Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, 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 PRCCDA nor the CONSULTANT shall be liable to the other party for nonperformance during the conditions created by such event.

The CONSULTANT shall notify, as soon as possible, the PRCCDA of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

XVI. CONFLICTS OF INTEREST

The CONSULTANT 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 PRCCDA or a PRDOH contract and CONSULTANT'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 CONSULTANT's objectivity in performing the contract work may be impaired.

The CONSULTANT 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 CONSULTANT has taken or intends to take to eliminate or neutralize the conflict. The CONSULTANT 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 PRCCDA may, however, terminate the Agreement for the convenience of PRCCDA if it would be in its best interest.

In the event the CONSULTANT 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 PRCCDA 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 CONSULTANT. The CONSULTANT shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XVII. INDEPENDENT CONSULTANT

The relationship of the CONSULTANT to PRCCDA and PRDOH shall be that of an independent CONSULTANT rendering professional services. Neither the CONSULTANT nor any personnel of the CONSULTANT shall have any authority to execute contracts or make commitments on behalf of PRCCDA and PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONSULTANT, PRCCDA and PRDOH. Further, the CONSULTANT recognizes that in view of its status as an independent CONSULTANT, neither it nor its employees or SUBCONSULTANTS will be entitled to participate in or receive any fringe benefits normally granted to PRCCDA and/or PRDOH 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 CONSULTANT shall have exclusive control over its employees and SUBCONSULTANTS (and the CONSULTANT's employees and SUBCONSULTANTS are herein, collectively, referred to as the "CONSULTANT Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONSULTANT has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONSULTANT Personnel. The CONSULTANT is solely responsible for all salaries and other compensation of its CONSULTANT Personnel who provide Services.

The CONSULTANT 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 CONSULTANT shall be responsible for and shall defend, indemnify and hold harmless PRCCDA, and its agents, officers, directors, employees, representatives, CONSULTANT'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 CONSULTANT's employment and/or hiring of any CONSULTANT 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 CONSULTANT Personnel of, and/or hiring by, CONSULTANT in connection with the Services.

XVIII. NOTICES

NOTE: THIS DOCUMENT IS A "MODEL CONTRACT" AND NOT A FINAL VERSION. PRCCDA RESERVES THE RIGHT TO MAKE CHANGES TO THE DOCUMENT BEFORE SUBMITTING AN EXECUTABLE CONTRACT.

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: PRCCDA

Verónica Ferraioli Hornero
Executive Director
100 Convention Boulevard
San Juan, Puerto Rico

To: CONSULTANT

Email Address:_____

XIX. 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 PRCCDA or the CONSULTANT.

XX. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in Attachment VII (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRCCDA shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRCCDA or upon request.

B. Specific Requirements: All subcontracts shall contain provisions specifying:

- i. That the work performed by the SUBCONSULTANTS be in accordance with the applicable terms of this Agreement between the PRCCDA and CONSULTANT;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRCCDA;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the SUBCONSULTANTS and the PRCCDA;
- iv. That the SUBCONSULTANTS specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information (PII) set forth in this Agreement;
- v. That CONSULTANT 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: CONSULTANT shall diligently monitor all subcontracted services. If CONSULTANT discovers any areas of noncompliance, CONSULTANT shall provide the PRCCDA summarized written reports supported with documented evidence of corrective action.

D. Content: CONSULTANT 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:** CONSULTANT shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRCCDA CDBG-DR Legal Division within **three (3) days** of its execution.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

- A. Compliance with Act No. 173.** The CONSULTANT hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the “Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act”, 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- B. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONSULTANT will be given a specific amount of time by the PRCCDA to produce said documents. During the term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico.
- C. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONSULTANT 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 CONSULTANT accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONSULTANT and SUBCONSULTANTS whose service the CONSULTANT has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRCCDA as to its compliance with this requirement.
- D. Social Security and Income Tax Retentions:** The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary

documentation to support its compliance of this clause. The CONSULTANT will deliver upon request any documentation requested under this clause as per request of PRCCDA. During the Term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico with regards to its property taxes.

- F. Income Tax Withholding:** The PRCCDA shall retain the corresponding amount from all payments made to the CONSULTANT, as required by the Puerto Rico Internal Revenue Code. The PRCCDA 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 PRCCDA will adjust such withholdings provided the CONSULTANT produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, *et seq.*:** The CONSULTANT 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 CONSULTANT certifies and guarantees that at the signing of this Agreement that the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall present, to the satisfaction of PRCCDA, the necessary documentation to substantiate the same. The CONSULTANT will be given a specific amount of time by PRCCDA to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 711 , *et seq.*:** The CONSULTANT 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 L.P.R.A. § 1854, *et seq.*:** The PRCCDA and the CONSULTANT hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "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 CONSULTANT 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.** CONSULTANT also acknowledges receipt of the Code of Ethics for CONSULTANTS, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico Agencies known in Spanish as “*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*”.
- M. Non-Conviction.** The CONSULTANT 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, CONSULTANT 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 Number 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 Number 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 CONSULTANT 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 CONSULTANT agrees to notify PRCCDA 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) days** from the time of the conviction.
- N. Other payments or compensation:** The CONSULTANT 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 CONSULTANT 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 PRCCDA to render this Agreement null and void and the CONSULTANT reimburse to PRCCDA all moneys received under this Agreement.
- P.** The CONSULTANT acknowledges and warrants that on the Execution Date it is duly registered with the Puerto Rico General Services Administration’s (“PRGSA”) Professional Service Provider’s Registry (“RUP” by its Spanish acronym). Producer agrees to furnish a certificate of registration emitted by the PRGSA. For these purposes, the Producer certifies that it is registered in the **Single Registry of Professional Services Providers of the General Services Administration, issued on _____, _____, Certification**

Number _____, **Provider number** _____, **valid until** _____,
_____.

- Q.** The CONSULTANT expressly acknowledges that the certifications listed above are essential to the validity of this Agreement and if incorrect in whole or in part, this will be sufficient cause for the **PRCCDA** to rescind this Agreement immediately and the CONSULTANT shall repay the **PRCCDA** all monies paid.

Also, the CONSULTANT **certifies** that it has received a copy of and agrees to comply with:

1. Government Ethics Law and its regulations, Act No. 01, enacted on January 3, 2012, (the "Act"), which establishes Government's Ethics Code
2. Title III of Law Number 2 of January 4, 2018, Anticorruption Code and
3. The Government of Puerto Rico Labor Harassment Guidelines, Special Normative Letter No. 1-2021 of May 4, 2021 from the Office for the Administration and Transformation of Human Resources (OARTH).

XXII. 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, including but not limited to, termination of this Agreement.

XXIII. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 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 CONSULTANT 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*.

XXIV. MEMORANDUM NO. 2023-001; CIRCULAR LETTER 008-23 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)

All government contracts or agreements, regardless of their amount, are subject to the following clauses, as provided by Section XV of Memorandum No., OSG2023-001 and Circular Letter No. 008-2023 of the Office of the Secretary of the Interior and the Office of Management and Budget dated December 27, 2023.

XXV.1 - Interagency service clause: Both contracting parties recognize and agree that the contracted services 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 Secretary of the Government. These services will be performed under the same terms and conditions regarding work hours and compensation set forth in this contract. For the purposes of

this clause, the term "entity of the Executive Branch" includes all the agendas of the Government of Puerto Rico, as well as the instrumentalities, public corporations and the Office of the Governor.

It is clarified that this clause will not be required in cases of construction services contracts in which a specific work will be carried out.

XXV.2 - Termination clause: The Office of the Secretary of the Interior will have the power to terminate this contract at any time.

XX.3 - Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico: The Parties acknowledge that the CONSULTANT has submitted the certification titled "CONSULTANT Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the CONSULTANT (or the equivalent highest ranking official). Included as **Exhibit _____** to this Contract, a signed copy of the "CONSULTANT Certification Requirement."

XXV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONSULTANT acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONSULTANT shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR 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; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 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, CONSULTANT shall comply, without limitation, those set forth in **Attachment VII**.

XXVI. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONSULTANT 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 and Contractual Requirements, 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), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRCCDA.

XXVII. 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 CFR part 135, 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 impediment that would prevent them from complying with the part 135 regulations.

- C. The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 subconsultant is in violation of the regulations in 24 CFR part 135. The CONSULTANT will not subcontract with any subconsultant where the CONSULTANT has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR part 135.
- E. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR part 135.
- F. 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 (25 U.S.C. 450e) 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).
- G. The CONSULTANT agrees to submit, and shall cause its subconsultants to submit, quarterly reports to the PRCCDA detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

XXIX. EQUAL OPPORTUNITY

- A.** The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONSULTANT 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 CONSULTANT 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 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONSULTANT 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 CONSULTANT's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

- E.- The CONSULTANT will furnish all information and reports required by Executive Order 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 CONSULTANT'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 CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 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 CONSULTANT 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 Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XXX. CLEAN AIR ACT

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B. The CONSULTANT agrees to report each violation to the PRCCDA and understands and agrees that the PRCCDA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXI. 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 CONSULTANT is required to verify that none of the CONSULTANT, 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 CONSULTANT 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 PRCCDA. If it is later determined that the CONSULTANT 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 PRCCDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONSULTANT 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 CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXII. 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, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.

XXXIII. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

XXXIV. BANKRUPTCY

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

XXXV. ENTIRE AGREEMENT

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

XXXVI. 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, PRCCDA reserves the right to notify in writing to CONSULTANT 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.

XXXVII. BINDING EFFECT

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

NOTE: THIS DOCUMENT IS A "MODEL CONTRACT" AND NOT A FINAL VERSION. PRCCDA RESERVES THE RIGHT TO MAKE CHANGES TO THE DOCUMENT BEFORE SUBMITTING AN EXECUTABLE CONTRACT.

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

XXXVIII. 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, CONSULTANT, corporation, or other entity without the prior, express, and written consent of the other party.

XXXIX. 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.

XL. 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 and State laws, regulations, and policies applicable to this Agreement, this Contract, Additional Conditions (Attachment VI) and the HUD General Provisions (Attachment VII), the Scope of Work (Attachment II), the Compensation Schedule (Attachment I), and lastly, the CONSULTANT's proposal (Attachment I and II).

XLI. 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.

XLII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

In the event that participating entities are consolidated or merged with another entity or agency, CONSULTANT will notify PRCCDA of such action within a **fifteen (15) day** period of being notified of it. PRCCDA will have **fifteen (15) days** to state its position. With PRCCDA's written approval, CONSULTANT must ensure that the resulting entity becomes responsible for CONSULTANT's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONSULTANT under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONSULTANT's duties under this Agreement and make the survival or transfer. Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRCCDA, execution of an Amendment to the SRA may follow.

XLIII. 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. Noncompliance with payment terms may generate the collection of interests.

XLIV. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRCCDA 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, CONSULTANT acknowledges that all funds are subject to recapture and repayment for non-compliance.

XLV. RECAPTURE OF FUNDS

PRCCDA may recapture payments it makes to CONSULTANT 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. CONSULTANT must refund such recaptured payments within **thirty (30) days** after the PRCCDA issues notice of recapture to CONSULTANT. Noncompliance, with payment terms may generate the collection of interests.

XLVI. OVERPAYMENT

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

XLVII. 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.

XLVIII. 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 PRCCDA within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

XLIX. 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 CONSULTANT relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger 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.

L. SPECIFIC REQUIREMENTS:

All subcontracts shall contain provisions specifying:

- That the work performed by CONSULTANT be in accordance with the applicable terms of the agreement between the **PRDOH** and **PRCCDA**.
- That nothing contained in the agreement shall impair the rights of the PRDOH.
- That nothing contained in this Subcontract or under the original Agreement will create any contractual relation between the CONSULTANT and the PRDOH.
- That CONSULTANT specifically agrees to be bound by the confidentiality provision regarding Personally Identifiable Information set forth in the agreement between **PRDOH** and **PRCCDA**.
- That **PRCCDA**, 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.
- That **PRCCDA**, will monitor all contracted services on a regular basis to assure contract compliance, and that results of monitoring efforts will be summarized in written reports to Puerto Rico Department of Housing (PRDOH) and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- That all federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- That the applicable provisions set forth in 2 C.F.R. § 200.101 are included.

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

Puerto Rico Convention Center
District Authority

Verónica Ferraioli Hornero. Esq.
Executive Director
100 Convention Boulevard
San Juan, Puerto Rico

Tax ID No: 660-612633
Unique Entity Id: FFNMUBT6WCM1

Tax ID. No. _____
Unique Entity Id: _____



DISTRICT
PUERTO RICO

ATTACHMENT 3
FORM FOR SUBMISSION OF INQUIRIES

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

Inquiry Form No. []

Submit additional sheets of this Form for Submission of Inquiries if more than 9 questions are to be submitted

Proposer:

Date:

No. Question	RFP Section or Document	RFP or Document Page No.
1		
2		
3		
4		
5		
6		
7		
8		



INSURANCE REQUIREMENTS

The successful bidder 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, and submit to the Puerto Rico Convention Center District Authority (PRCCDA), insurance policies and/or bonds in compliance with the Insurance Requirement, as per the following:

1. STATE INSURANCE FUND CORPORATION'S WORKER'S INSURANCE
 - a. The Contractor shall provide workmen's compensation insurance as required by Act No. 45 of April 18, 1935, as amended, known as the workmen's compensation act of the Commonwealth of Puerto Rico a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
 - b. The Contractor shall provide to PRCCD a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
 - c. The Contractor shall also be responsible for compliance with said workmen's compensation act by all his subcontractors, agents, and invitees.
2. COMMERCIAL GENERAL LIABILITY, INCLUDING THE FOLLOWING COVERAGES AND LIMITS:
 - A. COMMERCIAL GENERAL LIABILITY - \$1,000,000.00 (GENERAL AGGREGATE)
 - B. COMMERCIAL GENERAL LIABILITY - PRODUCTS AND COMPLETE OPERATIONS - \$1,000,000.00
 - C. PERSONAL INJURY AND ADVERTISING - \$1,000,000.00
 - D. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
3. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
4. FIRE DAMAGE - \$100,000.00 (ANY ONE PERSON)
5. EMPLOYEES LIABILITY - BODILY INJURY BY ACCIDENT - \$1,000,000.00 (BY EMPLOYEE, BYACCIDENT)
6. COMMERCIAL UMBRELLA - \$3,000,000.00
7. AUTOMOBILE LIABILITY - \$1,000,000.00 CSL (HIRED & NON-OWNED) WITH MEDICAL
 - A. PAYMENTS OF \$5,000.00
8. PROFESSIONAL GENERAL LIABILITY AND/OR ERRORS AND OMISSIONS POLICY:
 - A. RISK, INTEREST, LOCATION, AND LIMITS:
 - I. EACH OCCURRENCE - \$1,000,000
 - II. AGGREGATE - \$2,000,000
 - III. DEDUCTIBLE - \$5,000.0

The Contractor must maintain the insurance for the duration of the Agreement.

END OF DOCUMENT



HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS UNDER THE IPG PROGRAM

Given that the Agreement (herein, “Contract”) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this CONTRACT. In addition, CONTRACTOR shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Contract, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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

General Provisions:

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
Each and every provision of law and clause required by law to be inserted in this CONTRACT shall be deemed to be inserted herein and the CONTRACT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the CONTRACT shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE**
CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.
3. **BREACH OF CONTRACTOR AGREEMENT TERMS**
The Puerto Rico Convention Center District Authority (PRCCDA) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this CONTRACT, in instances where the CONTRACTOR or any of its subcontractors violate or breach any CONTRACT term. If the CONTRACTOR or any of its subcontractors violate or breach any CONTRACT term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the CONTRACT documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS**

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRCCDA and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRCCDA and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

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

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

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

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRCCDA on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

8. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRCCDA as soon as possible if this CONTRACT or any aspect related to the anticipated work under this CONTRACT raises an actual or potential conflict of interest, if applicable. The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRCCDA is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRCCDA any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRCCDA, including but not limited

to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

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

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

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

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

10. ASSIGNABILITY

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

11. COPELAND “ANTI-KICKBACK” ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this CONTRACT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The CONTRACTOR shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

13. **DAVIS-BACON ACT**

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this CONTRACT, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRCCDA.

14. **TERMINATION FOR CAUSE**

(Applicable to contracts exceeding \$10,000)

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

15. **TERMINATION FOR CONVENIENCE**

(Applicable to contracts exceeding \$10,000)

The PRCCDA may terminate this CONTRACT at any time by giving at least a ten (10) days' notice in writing to the CONTRACTOR. If the CONTRACT is terminated by the PRCCDA as provided

herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

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

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

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR

may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

18. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS 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. 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.

21. BONDING REQUIREMENTS

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

The CONTRACTOR shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

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

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to

this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. 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 minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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 CONTRACTORS, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or CONTRACTOR agreements, program regulatory agreements, or contracts signed after this CONTRACT.

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 Agreement 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 Agreement 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 Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

23. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRCCDA has also established the Uniform Relocation Assistance Guide & Residential AntiDisplacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

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

24. FAIR HOUSING ACT

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

25. ENERGY POLICY AND CONSERVATION ACT

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

26. POLITICAL ACTIVITY

The CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The CONTRACTOR shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRCCDA's SUBRECIPIENT, you may participate in any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

27. **HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

28. **PERSONNEL**

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

29. **WITHHOLDING OF WAGES**

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

30. **CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

31. **DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

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

32. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

33. INTEREST OF CERTAIN FEDERAL OFFICERS

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

34. INTEREST OF CONTRACTOR

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

35. RELIGIOUS ACTIVITY

The CONTRACTOR, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement.

36. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

37. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN

RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBGDR/MIT funds.

38. VALUE ENGINEERING

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

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

39. GENERAL COMPLIANCE

The CONTRACTOR shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R.

§ 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The CONTRACTOR shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the CONTRACTOR on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2

C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 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, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; 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.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The CONTRACTOR also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The CONTRACTOR shall also comply with applicable PRCCDA's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. DUPLICATION OF BENEFITS

The CONTRACTOR shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The CONTRACTOR must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRCCDA, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The CONTRACTOR shall carry out the activities under this Agreement in compliance with PRCCDA's procedures to prevent duplication of benefits.

41. DRUG-FREE WORKPLACE

The CONTRACTOR must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

42. HOLD HARMLESS

The CONTRACTOR shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRCCDA) and indemnify the Government of Puerto Rico, PRCCDA, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the CONTRACTOR in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the CONTRACTOR to indemnify and reimburse the PRCCDA for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRCCDA's enforcement of this Agreement or any portion thereof against the CONTRACTOR or otherwise arising in connection with the CONTRACTOR's breach, violation, or other noncompliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. PRCCDA RECOGNITION

Unless otherwise directed by the PRCCDA, the CONTRACTOR shall ensure recognition of the role of HUD and the PRCCDA in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRCCDA, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRCCDA. In addition, the CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRCCDA reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

44. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The CONTRACTOR shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

46. FINANCIAL & PROGRAM MANAGEMENT

The CONTRACTOR shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The CONTRACTOR shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

The CONTRACTOR shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRCCDA. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR/MIT funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR/MIT program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

48. ACCESS TO RECORDS

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

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRCCDA

The CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between PRCCDA

and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) years period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRCCDA upon request.

50. **CLIENT DATA AND OTHER SENSITIVE INFORMATION**

In the event that the CONTRACTOR comes to possess client data and other sensitive information as a result of this Agreement, then the CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRCCDA monitors or their designees for review upon request.

The CONTRACTOR must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRCCDA designates as sensitive or the CONTRACTOR considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the CONTRACTOR must comply with the PRCCDA CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

The CONTRACTOR shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and § 570.490(c) (States).

51. **CLOSE-OUT**

The CONTRACTOR's obligation to PRCCDA shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRCCDA), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRCCDA), determining the custodianship of records, and the CONTRACTOR certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CDBG-DR/MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the CONTRACTOR shall transfer to the recipient any CDBG-DR/MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBGDR/MIT funds, further, any real property under the CONTRACTOR's control that was acquired or improved in whole or in part with CDBG-DR/MIT funds (including CDBGDR/MIT funds provided to the CONTRACTOR in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

52. AUDITS AND INSPECTIONS

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the PRCCDA, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within thirty (30) days after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

53. SINGLE AUDIT

The CONTRACTOR must be audited as required by 2 C.F.R. Part 200, Subpt. F, when the CONTRACTOR's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the CONTRACTOR shall notify the PRCCDA and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The CONTRACTOR shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the CONTRACTOR shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

54. INSPECTIONS AND MONITORING

The CONTRACTOR shall permit the PRCCDA and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRCCDA to meet the requirements of 2 C.F.R. Part 200.

55. CORRECTIVE ACTIONS

The PRCCDA may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRCCDA may require the CONTRACTOR to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the CONTRACTOR from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the CONTRACTOR utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRCCDA may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

56. NONDISCRIMINATION

The CONTRACTOR shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national

origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The CONTRACTOR shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR/MIT funds. Thus, the CONTRACTOR shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The CONTRACTOR shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. **ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the description of “facilities” in 41 C.F.R. § 102–76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 et seq. (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

¹ Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housingandequal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

The CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The CONTRACTOR shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the CONTRACTOR assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the CONTRACTOR's assurance herein shall obligate the CONTRACTOR or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the CONTRACTOR for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRCCDA and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR/MIT funds and provided to the CONTRACTOR under this Agreement, the instrument effecting any disposition by the CONTRACTOR of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the CONTRACTOR receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any

such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) Women- and Minority-Owned Businesses (W/MBE)

The CONTRACTOR shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the CONTRACTOR procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian- Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR/MIT Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the CONTRACTOR shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. CONTRACTOR shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. CONTRACTOR shall also document their efforts and submit those to PRCCDA on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

4) Notifications

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The CONTRACTOR shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The CONTRACTOR agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The CONTRACTOR shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRCCDA for review upon request.

The CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

1) Contracts

- a. Monitoring: As applicable, the CONTRACTOR will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The CONTRACTOR shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The CONTRACTOR shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The CONTRACTOR shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRCCDA CDBG-DR/MIT Legal Division within three (3) days of its execution.

2) Conflict of Interest

The CONTRACTOR agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the CONTRACTOR is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the CONTRACTOR is not, the CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRCCDA, the CONTRACTOR, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of the PRCCDA has pecuniary interest in this contract. (2) No public servant of the PRCCDA has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRCCDA related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRCCDA has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRCCDA has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

If the CONTRACTOR receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRCCDA CDBG-DR/MIT Program so that PRCCDA may respond appropriately.

62. TECHNICAL ASSISTANCE AND TRAININGS

The CONTRACTOR shall attend any and all technical assistance and/or trainings that the PRCCDA requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. DISASTER RELIEF ACCOUNT

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRCCDA must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRCCDA to its CONTRACTORS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the CONTRACTOR. The funds shall be used solely for eligible activities.

Further, the CONTRACTOR shall provide and make available to PRCCDA any and all documentation related to such account.

64. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

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

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

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

END OF DOCUMENT

Initials:

PRCCDA

Contractor



DISTRICT
PUERTO RICO

EXHIBIT A-1

MANDATORY REQUIREMENTS PROPOSAL CHECKLIST

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

Initials	Document Description
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
Exhibit A-1: Mandatory Requirements Proposal Checklist	
	Organizational Documents: Evidence of Registry of Providers ("RUP") of the Puerto Rico General Services Administration. If Proposer has not been able to obtain a RUP by the proposal Due Date, should provide evidence of having formalized the request at the General Services Administration.
	Financial Requirements: Year-end Financial Statements
	Financial Requirements: Interim Financial Statement
	Financial Requirements: Line of credit, available cash balances, or a combination thereof required of \$100,000.00
	Financial Requirements: Pending Litigation Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date.
	Financial Requirements: No Bankruptcy Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date.
	Financial Requirements: Principals, Stockholders, Partners, or Members Information, if applicable.

Initials	Document Description
	Exhibit D: Non-Conflict of Interest Certification
	Exhibit E: Non-Conflict of Interest on Existing or Pending Contracts Certification
	Exhibit F: Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit
	Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	Exhibit H: Non-Collusive Affidavit
	Exhibit I: Sworn Statement Under Act 2-2018
	Exhibit J: Anti-Lobbying Certification
	Exhibit K: Authorization for Background and/or Financial Information
	Exhibit L: Proposer's Prior Performance
	Exhibit M: Certifications and Representations of Offerors (Non-Construction Contracts)
	PRCCDA HUD General Provisions and other Federal Statutes, Regulations and PRDOH Requirements Under the IPG Program
	Model Contract

Proposer's Signature

Date

Proposer's Printed Name



EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. **If applicable, the Proposer shall submit for First-Tier Subcontractors those items indicated as applicable with a checkmark below.**

Company Submitting is:

☐ Proposer

☐ First-Tier Subcontractor

Initials	First-Tier Sub. Applicability	Document Description
		Company Cover Page
		One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
		Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer.
	✓	Exhibit B: Statement of Qualifications duly completed, initialized, signed and with corporate seal, as applicable
	✓	Profile: Company profile establishing the experience, past performance, and qualifications of the firm for the services rendered in this RFP. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.

Initials	First-Tier Sub. Applicability	Document Description
		Executive Summary: The executive summary should include a brief overview of the project approach and the key staff who will be responsible for the services to be provided.
	✓	Exhibit B: Statement of Qualifications duly completed, initialized, signed and with corporate seal, as applicable.
		Key Staff Résumé and Professional Information <ul style="list-style-type: none"> - Licensed Senior Design Manager - Engineer or Architect in Training - Design Draftsman - Electrical Engineer - Structural Engineer - Mechanical Engineer - Environmental Engineer - Geotechnical Engineer - Landscape Architect - Other Key Staff
		Technical Requirements (Section 6): including the requirements listed in the Proposed Plan of Action/Work Approach of the RFP Instructions
		Preference of Section 3 Business Concern <i>(Optional)</i>
		Preference of M/WBE <i>(Optional)</i>
		First-Tier Subcontractor Information (if applicable)

Proposer's Signature

Date

Proposer's Printed Name



DISTRICT
PUERTO RICO

EXHIBIT A-3
COST PROPOSAL CHECKLIST

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

Initials	Document Description
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
	Exhibit A-3: Cost Proposal Checklist
	Exhibit N: Cost Form

Proposer's Signature

Date

Proposer's Printed Name



EXHIBIT B STATEMENT OF QUALIFICATIONS

Request for Proposals (RFP)

**Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02**

1. Proposer Statement:

- 1.1. The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of work, and with the specifications (including the RFP and all documents attached thereto) and Addenda issued, if any, hereby proposes to furnish all labor, materials, equipment, and services for **RFP: CDBG-DR-IPG-PRCCDA-2025-02 Professional Services; Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk.**
- 1.1.1. Delivery Schedule: Proposer must adhere to the schedule as established in the Scope of Work. (Attachment 1)
- 1.1.2. For the execution of the contract, the undersigned offers the Price Proposal in **Exhibit N (Cost Form)**.
- 1.2. If the undersigned receives an award under this RFP, the undersigned agrees to execute and deliver a contract on the prescribed form and furnish the required insurance within ten (10) days of the requirement.
- 1.3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this RFP or any other RFP for the contract for which this RFP is submitted.
- 1.4. The Proposer represents he/she/they [☐ **has/have**] [☐ **has/have not**] participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order Number 10925 or the clause in Section 201 of Executive Order Number 11114; that he/she/they [☐ **has/have**] [☐ **has/have not**] filed all required compliance reports; and that representations indicating submission of required reports, signed by subcontractors, will be obtained prior to subcontract awards. The Proposer further represents that he will, if required, submit, and required subcontractors to submit a compliance report prior to the award of the contract or subcontract.

2. Proposer Identification:

2.1. Proposer Identification:

(Legal Name)

(Year of
Establishment)

(Tax ID)

(UEI Number)

2.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

(Name)

(Position)

2.3. Physical Address:

(Address Line 1)

(Zip Code)

(Zip Code)

☐ Subsidiary[illegible]

Proposer's Initials: _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

3. Capacity to Provide Services:

3.1. Profile: Attach to this Statement of Qualifications the Proposer's company profile establishing experience, past performance and qualifications of the firm to render Project Management Services. See Tab _____

3.2. Organizational Chart: Attach to this Statement of Qualifications the Organizational Chart for the Services. (Not Applicable to Team Member and First-Tier Subcontractors) See Tab _____

3.3. Has the Proposer been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☐ No

☐ Yes (See Attachment _____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

Proposer's Initials: _____

3.4. Experience and Capacity of the Team *(Include additional sheets of this table if necessary)* Provide a list of ongoing contracts/projects with their status and projected termination dates.

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	No. of Employees Assigned to Project & to Concurrently Provide Services to [Subrecipient Name]	Deliverables of the Project
1								
2								
3								
4								
5								
6								
7								
8								
9								

Proposer's Initials: _____

Proposer's Initials: _____

4. Qualifications and Experience of Key Personnel (Not Applicable to Team Member and First-Tier Subcontractors)

4.1. Key Team Members for the Engagement: Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)

5. Acknowledgement of Addenda

5.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

5.2. Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- The information contained in the Proposal is true and complete,
- The Proposal has been duly and properly authorized for submission by the Proposer, and
- In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH or Puerto Rico Convention Center District Authority, or its agents or contractors, which was not equally available to other Proposer, and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this ____ day of _____, 20____.

Proposer's Initials: _____

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip Code)

[Remainder of Page Left Blank Intentionally]

Proposer's Initials: _____

If Entity is a sole partnership or operates under a trade name:

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

[Remainder of Page Left Blank Intentionally]

Proposer's Initials: _____

If Entity is a corporation:

(Printed Name of Corporation)

(Corporate Address Line 1)

(Corporate Address Line 2)

(City)

(State)

(Zip Code)

By:

(Signature of Officer)

(Printed Name of Officer)

(Title of Officer)

Attest:

(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation)



DISTRICT
PUERTO RICO

EXHIBIT C

LIST OF COMPARABLE PROJECTS

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

1. Proposer Data:

1.1. Proposer's Identification:

(Proposer's Legal Name)

(Year of Establishment)

(Tax ID)

[Remainder of the Page Left Blank Intentionally]

[Proceed to Next Page for the Comparable Project Table]

Proposer's Initials: _____

2. List of Comparable Projects:

Comparable Projects: The Proposer must provide a list of at least ## comparable projects, current or within the last XX years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
1						
2						
3						

Proposer's Initials: _____

2. List of Comparable Projects:

Comparable Projects: The Proposer must provide a list of at least ## comparable projects, current or within the last XX years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
4						
5						



Proposer's Initials: _____

EXHIBIT D

NON-CONFLICT OF INTEREST CERTIFICATION

CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

Yo, _____, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de _____, he sido designado(a) como el/la representante autorizado(a) de _____ (el "Proponente"), para el proceso de adquisición del proyecto indicado en el título de este documento ("Proceso de Adquisición"). En virtud de ello, certifico que:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process, and that likewise, has had no direct or indirect financial interest with these for the past four (4) years.

[Ningún servidor público o empleado de la Entidad Adquirente tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.]

2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.

[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.]

3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family,

and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process

[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.]

4. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

[No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la Entidad Adquirente que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la Entidad Adquiriente.]

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

[La Entidad Adquirente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Por tanto, la Entidad Adquiriente está comprometida con apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]

In light of the above, I, the Proposer's Authorized Representative, also certify that:

[En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, certifico que también:]

1. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Procuring Entity.

[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]

[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]

Signature of Proposer's Authorized Representative
[Firma del/la Representante Autorizado(a) del Proponente]

Date
[Fecha]

Printed Name of Proposer's Authorized Representative
[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]



EXHIBIT E

NON-CONFLICT OF INTEREST CERTIFICATION ON EXISTING OR PENDING CONTRACTS

Request for Proposals (RFP)

**Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02**

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term "potential conflict" means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to

recipients of Federal funds as part of its contractual responsibility.

4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

Signature of Proposer's Authorized Representative

Date

Printed Name of Proposer's Authorized Representative



EXHIBIT F

**LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR
DEBARMENT STATUS AFFIDAVIT**

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

By signing this Certification, the Proposer certifies that the firm, business or person submitting the proposal has not been LDP, suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. PRDOH also may exercise any other remedy available by law.

In _____, ____ this _____ day of _____ of 2025 .

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 2025, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer, who I personally known or have identified by his/her _____.

Public Notary



EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

The Proposer certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Certification.

In _____, ____ this _____ day of _____ of 2025.

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

(OATH ON THE FOLLOWING PAGE)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 2025, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer, who I personally known or have identified by his/her _____.

Public Notary



EXHIBIT H
NON-COLLUSIVE AFFIDAVIT

Request for Proposals (RFP)

**Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02**

_____, being first duly sworn, deposes and says:

That he is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Puerto Rico Convention Center District Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

Affidavit No: _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 2025, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proponent. Who I personally known or have identified by his/her _____.

Public Notary



Proposer's Initials: _____

EXHIBIT I
DECLARACIÓN JURADA
Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico¹

SWORN STATEMENT
Act 2-2018, Anti-Corruption Code for a New Puerto Rico²
Request for Proposals (RFP)
Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02

Yo, _____, en mi carácter personal y en representación de _____ ("Proponente" o "Licitador"), con número de seguro social patronal _____, mayor de edad, de profesión: _____, con estado civil: _____ y vecino de _____ el más solemne juramento declaro como sigue:

[I, _____, in my personal capacity and in representation of _____ ("Respondent" or "Bidder"), Tax I.D. Number _____, of legal age, with profession: _____, marital status: _____ and resident of _____, do hereby solemnly swear as follows:]

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.
1. [My name and personal circumstances are as stated above.]
2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador **no ha sido convicto ni se ha declarado culpable en el foro estatal o federal**, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios

¹ Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

² [As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]

públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.

2. *[As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]*
3. A la fecha en que suscribo esta declaración jurada y **por los pasados veinte (20) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.
3. *[As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]*
4. A la fecha en que suscribo esta declaración jurada y **por los pasados ocho (8) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o

directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.

4. *[As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.*
5. A la fecha en que suscribo esta declaración jurada y **por los pasados diez (10) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la "Ley Orgánica de la Oficina de Ética Gubernamental"; o cualquier otro según dispuesto en la Ley 2-2018.
5. *[As of the date of execution of this sworn statement and **for the ten (10) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]*
6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
6. *[I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.]*
7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscribiente, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.

7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*
8. El suscribiente, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.]*
9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta [Subasta, Solicitud de Cualificaciones o Solicitud de Propuestas.].
9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this IFB, RFQ or RFP.]*
10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.
10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

Y PARA QUE ASÍ CONSTE, juro y suscribo esta declaración en _____,
_____, hoy _____ de _____ de 2025.

[NOW THEREFORE, I hereby swear and sign this statement in _____,
_____, on this _____ day of _____, 2025.]

DECLARANTE [DEPONENT]

JURAMENTO
[OATH]

AFFIDAVIT NÚM.: _____

[AFFIDAVIT NUMBER:] _____

JURADO Y SUSCRITO ante mí por _____,

Proposer's Initials _____

de las circunstancias personales anteriormente mencionadas y a quien identifico mediante
_____, en _____,
hoy _____ de _____ de 2025.

[SWORN AND SUBSCRIBED before me by _____,
with the aforesaid personal circumstances and whom I have identified by means of
_____, in _____,
on this _____ day of _____, 2025.]

NOTARIO PÚBLICO
[NOTARY PUBLIC]



Proposer's Initials: _____

EXHIBIT J
ANTI-LOBBYING CERTIFICATION

Request for Proposals (RFP)

**Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1)** 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.
- (2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer _____, certifies or affirms the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative

Date

Proposer's Initials: _____

Printed Name of Authorized Representative

Proposer's Initials: _____

SF-LLL Instructions

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503

Proposer's Initials: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if known: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. (a) Name and Address of Lobbying Registrant: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
(b) Individual Performing Services (Including address of different from No. 10a): Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Printed Name</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Title</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Telephone No.</div> <div>Date</div> </div>		
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Proposer's Initials: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Reporting Entity: _____ Page _____ of _____



EXHIBIT K

AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL INFORMATION

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

By signing this Authorization, the Proposer authorizes the Puerto Rico Department of Housing (PRDOH) and the Puerto Rico Convention Center District Authority to seek any background and/or financial information it deems necessary to evaluate the Proposer's capacity financial in connection to the Request for Proposal (RFP), as the case might be, under the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) and the Community Development Block Grant-Mitigation (CDBG-MIT).

Name of Proposer Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



EXHIBIT L

PROPOSER'S PRIOR PERFORMANCE CERTIFICATION

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

1. Has the Proposer been notified with a "Letter of Concern", which refers to any written communication from a Government entity notifying the Proposer, wariness or caution about the Proposer's performance under a contract to provide services.

☐ Yes ☐ No ☐ Other (Specify): _____

If yes, provide a copy of every "Letter of Concern" received from and as a contractor of a Government entity.

2. Has the Proposer been found in default of contract terms with any contracting entity?

☐ Yes ☐ No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

☐ Yes ☐ No ☐ Other (Specify): _____

Name of Surety Company: _____

Telephone of Surety Company: _____

Contact Person of Surety Company: _____

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

Proposer Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants 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 work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:



DISTRICT
PUERTO RICO

EXHIBIT N
COST FORM

Request for Proposals (RFP)

**Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
RFP: CDBG-DR-IPG-PRCCDA-2025-02**

Name of Proposer:

Task 1 to 5 - Architectural-Engineering Design Phase

Description	Bulkhead and Boardwalk Fees
Task 1: "Kick-off" Meeting	\$
Task 2: "Existing Conditions; Design Parameters, Code and Permit" 2.1 Establish Design Parameters 2.2 Code and Permit Review	\$
Task 3: 60% Design Documents 3.1 Regulatory Approvals 3.2 Construction Documents 3.3 Technical Specifications 3.4 Cost Estimate 3.5 Project Schedule 3.6 60% Design Drawings approved.	\$
Task 4: 90% Design Documents 4.1 Regulatory Approvals 4.2 Construction Documents 4.3 Technical Specifications 4.4 Final Cost Estimate 4.5 Final Project Schedule 4.6 Permits and Approvals	\$
Task 5: 100% Construction Bid Documents	\$
Total Cost [Tasks 1 to 5]	\$

Tasks 3, 4 and 5 – Architectural-Engineering Design Phase, Hourly Rates

[A] Description	[B] Max. Hours per Month	[C] Rate per Hour	[D] Max. Monthly Cost ([B]x[C])
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$
Design Draftsman	\$	\$	\$
Electrical Engineer	\$	\$	\$
Structural Engineer	\$	\$	\$

Mechanical Engineer	\$	\$	\$
Environmental Engineer	\$	\$	\$
Geotechnical Engineer	\$	\$	\$
Landscape Architect	\$	\$	\$
[Other Key Staff]	\$	\$	\$
[E] Sub-Total Monthly Cost			\$
Total Cost [Tasks 3 to 5] ([E] per Months) \$			

Tasks 6 – Bid Support Phase, Hourly Rates

[A] Description	[B] Max. Hours per Month	[C] Rate per Hour	[D] Max. Monthly Cost ([B]x[C])
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$
Design Draftsman	\$	\$	\$
[Other Key Staff]	\$	\$	\$
[E] Sub-Total Monthly Cost			\$
Total Cost [Tasks 6 to 8] ([E] per Months) \$			

Tasks 7 and 8 – CS Phase, Hourly Rates

[A] Description	[B] Max. Hours per Month	[C] Rate per Hour	[D] Max. Monthly Cost ([B]x[C])
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$
Design Draftsman	\$	\$	\$
[Other Key Staff]	\$	\$	\$
[E] Sub-Total Monthly Cost			\$
Total Cost [Tasks 6 to 8] ([E] per Months) \$			

Summary of Costs for Architectural and Engineering Services

Description	Total
Architectural-Engineering Design Phase - Tasks 1 to Task 5	\$
Bid Support Phase - Task 6	\$
CS Phase - Tasks 7 to Task 8	\$
Total Cost	\$
Notes: (1) The Cost Form must support the Scope of Services contained in the RFP and fully encompass all activities in the PROPONENT's Proposal. (2) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. (3) Cost figures must be submitted for each Task. If no cost is projected against any line item, indicate that situation by inserting the word "NONE". (4) Selected Proposer(s) must receive written authorization from PRCCDA before using any Staff. Cost incurred by the Proposers without PRCCDA's previous authorization will not be compensated. (5) Estimated costs for Architectural and Engineering services should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the Procuring Entity. (6) All quantities and unit costs must be completed wherever required. All Tasks must be classified whether completely or partially within the items shown herein, so that the total sum of all the items equals the cost of the complete work as required in the Scope of Services.	

Proposer's Authorized Representative Signature

Date

Proposer's Authorized Representative Printed Name



EXHIBIT O
REFERENCE INFORMATION

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

The Proposer hereby authorizes the Puerto Rico Convention Center District Authority to seek past performance information through a "Performance Rating Questionnaire", or any other means it deems appropriate, for the following reference.

Client Name: _____

Contact Person: _____

Phone: _____

Email Address: _____

Description of Services
Provided: _____

Name of Proposer Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



EXHIBIT P

ONGOING AND COMPLETED ENVIRONMENTAL AND TECHNICAL STUDIES FOR THE NAVY FRONTIER PIER SITE

Request for Proposals (RFP)

Architectural/Engineering Services for The Navy Pier Bulkhead and New Boardwalk

Economic Development Investment Portfolio for Growth Program (IPG)

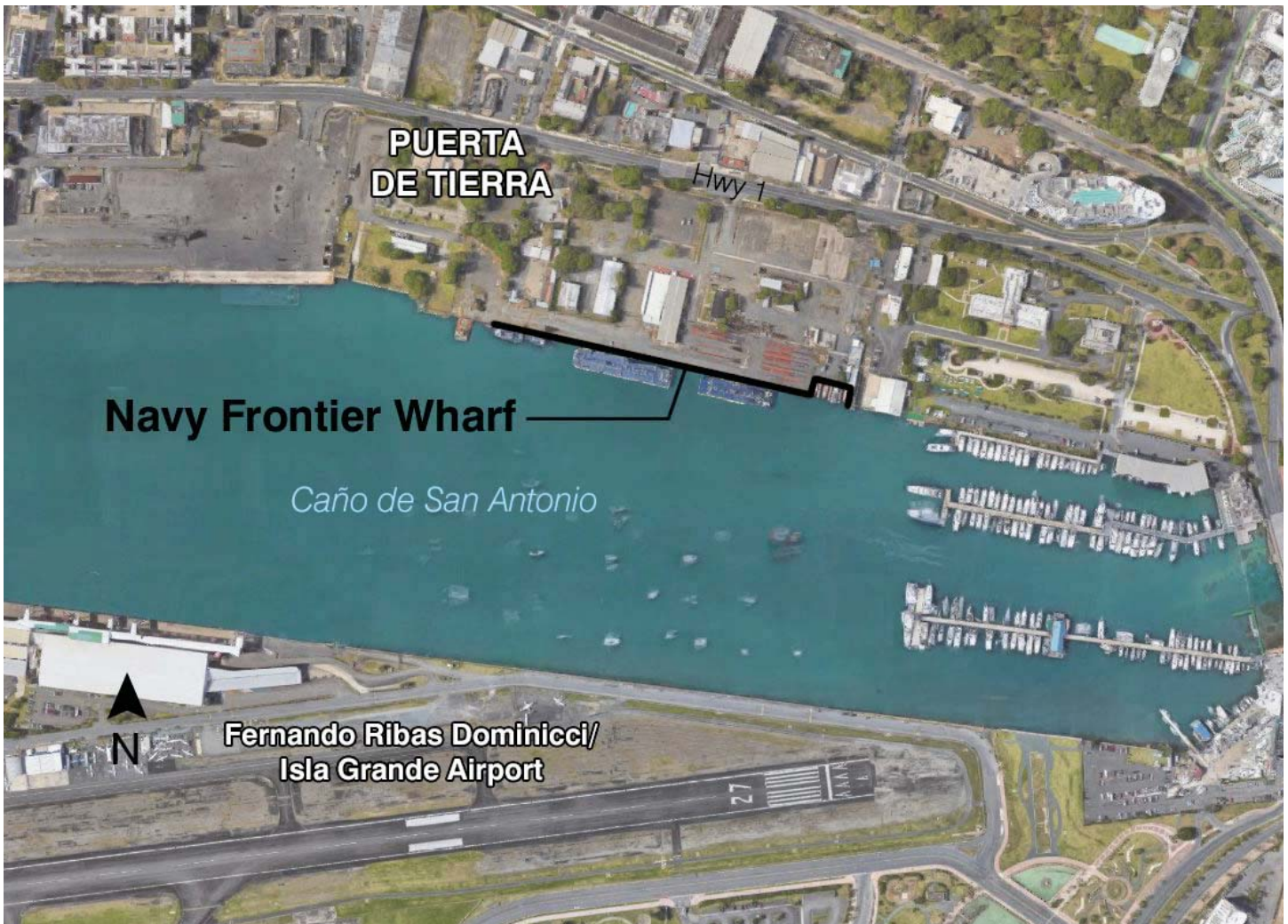
Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-02

ENVIRONMENTAL STUDIES	
Ongoing Procedure	
• Environmental Assessment	
○ USFW Consultation	
○ NEPA 24 CFR 58.6 Requirements	
▪ Coastal Barrier Resources System (CBRS) Units	
▪ Flood Insurance	
○ NEPA 24 CFR 58.5 Requirements	
▪ Clean Air Act	
▪ Coastal Zone Management Act (CZMA)	
▪ Section 106: Historic Preservation (National Historic Preservation Act 1966)	
▪ Endangered Species Act	
▪ Floodplain Management (Executive Orders 11988)	
Completed	
○ Flora & Fauna	
○ Bathymetric	
○ Benthic	
○ Sedimentation and Scouring	
○ Met Ocean	
○ Environmental Drilling	
○ Groundwater Monitoring	

COMPLETED TECHNICAL STUDIES
<ul style="list-style-type: none">• Existing Topography and Site Survey• Subsurface Utilities Survey• Hydrologic and Hydraulic Study• Geotechnical Studies from Colliers TMT of PR
<p><i>*PRCCDA is in the process of commissioning a Potable Water and Sanitary Sewer Pressure and Flow Study and Land Surveying Services for the preparation of an As-Built Plan and a Certification of Conformity of Boundary.</i></p>



TASK 006.1 ABOVE AND BELOW WATER ROUTINE AND STRUCTURAL ASSESSMENTS Navy Frontier Wharf

Study Performed by:

DCM

DCM Architecture & Engineering
339 N. Front Street
Camden, NJ 08102

Project Engineer:



HURRICANE MARIA DISASTER RELIEF



MARINE SOLUTIONS

550 Broad St, Suite 1112
Newark, NJ 07102

Date: MAY 2018

MARITIME ADMINISTRATION

ABOVE AND BELOW WATER ROUTINE AND STRUCTURAL INSPECTION AND ASSESSMENTS

NAVY FRONTIER WHARF SAN JUAN, PR

MAY 2018

Submitted By:

DCM

339 North Front Street, Suite A
Camden, NJ 08102

In Collaboration with:

Crofton Industries

16 Harper Avenue
Portsmouth, VA 23707

and

Marine Solutions, Inc.

550 Broad St, Suite 1112
Newark, NJ 07102
www.MSI Marinesolutions.com

EXECUTIVE SUMMARY

From April 02, 2018 to April 16, 2018 Marine Solutions, Inc., as a subconsultant to Crofton Industries and DCM, performed an Engineering Condition Assessment at Navy Frontier Wharf located in San Juan, Puerto Rico. The assessment was performed at the request of the Maritime Administration (MARAD) in cooperation with the Puerto Rico Port Authority (PRPA) and Federal Emergency Management Agency (FEMA).

This report is part of Task 006.1. A Building Assessment Report of the Navy Frontier Wharf Terminal Building, which is included in this task order, is issued under a separate report. This report, in addition to the other reports provided, will allow the PRPA to prioritize and budget for repairs to waterfront facilities across Puerto Rico related to immediate and long term needs to aid disaster recovery.

The intent of this above and below water inspection was to provide an assessment of the general physical condition of the waterfront facility, identify operational restrictions, and provide recommendations for repairs and associated budgetary level repair cost estimates. The inventory and inspection of the waterfront structures included the structural components, mooring and berthing systems, and utilities.

The investigation consisted of a Level I inspection of 100% of all waterfront facility elements above and below water, detailed Level II inspection of 10% of the below water elements, and Level III testing including ultrasonic thickness (UT) measurements at 10% of the accessible steel elements. Inspection techniques, assessment, and reporting herein have been performed in accordance with the standards of the American Society of Civil Engineers (ASCE) Waterfront Facility Inspection and Assessment Manual (June 2015). A description of the levels of effort for inspections and rating criteria are included in Appendix G.

Overall, the Navy Frontier Wharf is in **Serious** condition. Advanced deterioration was observed along widespread portions of the steel sheet pile bulkhead and at isolated locations along the inshore concrete pad and asphalt overlay. The deterioration to the steel sheets has resulted in a significant reduction of structural capacity to the wharf and there is an increased risk for additional localized failures to occur. It is recommended that the wharf be demolished and replaced.

Due to the condition of the wharf, it is recommended that deck loading be prohibited within 20 ft of the bulkhead from Sta. 0+00 to Sta. 2+25 and also prohibited within a 10 ft by 10 ft area of settlement in the asphalt pavement near Sta. 10+47. Due to the condition of the steel sheet piles and uncertainty concerning the bulkhead configuration, it is also recommended that deck loads not

exceed 100 PSF within 20 ft of the bulkhead from Sta. 2+25 to the far east end near Sta. 12+50. Additionally, for all mooring fittings, it is recommended that criteria for mooring be limited to Mooring Service Type 1 per Unified Facilities Criteria (UFC) 4-159-03, which include winds up to 35 knots and water currents less than 1 knot. All vessels should be removed from the wharf prior to predicted storms or heavy weather events that may produce strong winds or currents.

Overall, the Small Craft Berth is in **Serious** condition. Advanced deterioration and section loss was observed along widespread areas of the concrete deck underside as well as isolated areas along the top surface. This section loss has exposed most of the lower steel reinforcing members which are now broken, missing, or severely corroded. Due to these conditions, the structural capacity of the finger pier and head-walk has been significantly reduced, the structure is no longer capable of supporting its intended operations, and is at risk to localized failures.

Extensive repairs to the Small Craft Berth would be required to restore and return the Small Craft Berth to full service. Due to the present level of damage, it is recommended that the facility be demolished and replaced with new finger piers and a head-walk. Until repairs are performed, it is recommended that use of the facility be prohibited.

Table i: Executive Summary Table

Facility	Material	Year Built	Engineering Assessment Rating	Operational Restrictions			Summary of Repair Recommendations (Does Not Include Resiliency Upgrades)	Repair Costs
				Deck Loading	Vessel Mooring	Vessel Berthing		
3.1 – Navy Frontier Wharf	Steel / Concrete	Unknown	Serious				1) Demolish and replace wharf.	\$ 21,500,000
				Yes	Yes	Yes		
3.2 – Small Craft Berth	Concrete	Unknown	Serious	Yes	Yes	Yes	1) Demolish and replace finger piers and head-walk.	\$655,000

NAVY FRONTIER WHARF
ENGINEERING CONDITION ASSESSMENT

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1 INTRODUCTION

1.1 BACKGROUND/OBJECTIVES

MARAD, PRPA and FEMA seek to conduct studies related to immediate and long-term needs for disaster relief operations in Puerto Rico and the Caribbean. Navy Frontier Wharf has been identified as a potential location with critical infrastructure in place, necessary to maintain commerce and sustain the island of Puerto Rico. The purpose of the Engineering Condition Assessment (ECA) is to provide a structural assessment of the subject facility. The investigation included Underwater and Above Water Routine and Structural inspection and assessment. The result to the ECA is presented in this report and includes cost estimates of work needed to repair the selected structures to the designed capabilities.

1.2 METHODOLOGY

The inspection team consisted of a three-person team comprised of an inspection team leader and two inspection divers. All inspection personnel met the qualifications for their specific role as specified by the U.S. Department of Transportation, Federal Highway Administration, National Bridge Inspection Standards. Marine Solutions performed the underwater inspections utilizing commercial diving operations operating from a land-based dive station. The diver conducted the inspection using surface supplied air and continuous two-way hardwire communication in conformance with recognized standards as set forth by OSHA, the USCG, the Association of Diving Contractors Consensus of Standards (ADCI), and the Marine Solutions Safe Practices Manual for Diving Operations.

The inspection was performed in conformance with the American Society of Civil Engineers (ASCE) Waterfront Facility Inspection and Assessment Manual (June 2015), hereafter referred to as the ASCE Manual. Underwater and topside inspections were performed between April 2, 2018, and April 16, 2018. Above water, topside, and underdeck inspections were performed by two or three-person teams.

Per the ASCE Manual, this Routine and Structural Level Inspection consisted of 100% Level I general examination of all structural elements, and Level II detailed inspection of roughly 10% of the submerged pile population and at 100 ft intervals for bulkhead structures. Level III inspections for steel elements were performed at 10% of the submerged pile population and at 100 ft intervals for bulkhead structures. Level I inspection is considered an overview or swim-by inspection, detecting obvious structural defects based on visual and tactile observation. The purpose of the Level II inspection is to detect and identify damaged or deteriorated structural elements in greater

detail. Level II inspection involves closely documenting surface conditions and, measuring the extent of deterioration to enable structural assessment. For the purpose of this investigation, Level III inspections were limited to non-destructive ultrasonic thickness (UT) measurements of steel elements to determine remaining cross-sectional area.

1.3 KEY PERSONNEL

The following is a list of key individuals involved in the waterfront inspection and engineering condition assessment of Navy Frontier Wharf.

Table 1.3-1 Key Personnel

Name	Organization	Title	Contact
Erin Egan	DCM-AE	Project Manager	Eegan@dcm-ae.com (856) 479-9101
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Adam Davis, P.E.	Marine Solutions, Inc.	Project Engineer	addavis@MSImarinesolutions.com (859) 260-1055

2 EXISTING CONDITION

2.1 LOCATION

Navy Frontier Wharf is located on the north side of Puerto Rico within the San Juan Port, east of Puerta De Tierra. Shore side access to the facility is provided by Route 1 (Avenida Fernandez Juncos Road). Refer to Figures 2-1 and 2-2 for vicinity and location maps.

2.2 WATERFRONT FACILITIES INSPECTED

The inventory and inspection of the waterfront facility included the structural components, mooring and berthing systems, and utilities. Navy Frontier Wharf (stationed west to east) is primarily used for the mooring and berthing of midsized to large vessels which include fueling barges. The Small Craft Berth located at the far east end of the Navy Frontier Wharf (finger piers numbered west to east) are used for the mooring of pilot vessels. Refer to Figure 2-3 for a site plan of the facility.

Table 2.3-1 Waterfront Facilities Inspected

Facility	Year Built / Modified	Type	Dimensions
Navy Frontier Wharf	Unknown / Unknown	Sheet Pile Bulkhead	1,250 LF
Small Craft Berth	Unknown/ Unknown	Concrete Piers	240 LF



Figure 2-1

Vicinity Map – Navy Frontier Wharf



Figure 2-2

Location Map – Navy Frontier Wharf



Figure 2-3

Site Plan – Navy Frontier Wharf & Small Craft Berth


**For Terminal Building, see Navy Frontier Terminal Building Assessment*

3 FACILITIES INSPECTED

This section provides a description of the facilities inspected in the Port of San Juan. The discussion with regard to each facility is presented in two subsections as follows:

3.1 NAVY FRONTIER WHARF

Table 3.1-1

	Engineering Assessment Rating	Serious
	Structure Type	SSP BULKHEAD
	Total Length	1,250 LF
	Age of Structure	Unknown
	Year(s) Previously Inspected	Unknown
	Estimated Repair Cost	\$21,500,000

For detailed cost estimate, refer to Appendix F.

3.1.1 DESCRIPTION OF THE FACILITY

The Navy Frontier Wharf, located east of the Break Bulk Wharf, is approximately 1,250 linear ft in total length and includes approximately 1,050 linear ft of berthing space west of the Small Craft Berthing facility. The dock is constructed with steel sheet pilings, a concrete cap above the steel sheet piles, a concrete slab inshore of the bulkhead and an asphalt overlay further inshore. The retaining wall structure contains fill along the inland side and provides a bearing surface for equipment and vehicles used during port operations. Mooring and berthing operations are supported by a total of 31 mooring fittings and a fender system comprised of foam-filled floating fenders.

3.1.2 OBSERVED CONDITIONS

Steel Sheet Piles

The steel sheet piles are in **Serious** condition overall. There is approximately 1,250 linear ft of steel sheet piling. The steel sheets were typically covered by 1 in. to 2 in. of marine growth and exhibited moderate to severe corrosion throughout. Pitting was observed on the steel sheet piles throughout and ranged between 1/8 in. to 3/16 in. deep.

A reinforced concrete cap is not present along the sheet pilings from Sta. 0+00 to Sta. 1+36 and the exposed steel exhibited severe deterioration and damage. Along this segment of the wharf, the sheets were misaligned, deformed, and had severe corrosion with areas having up to 100% loss of section.

The steel sheet piles from Sta. 1+36 to Sta. 4+00 exhibited major to severe corrosion, including pitting ranging from 1/8 in. to 3/16 in. deep, with perforations, and holes ranging in size from less than 1 sq ft to nearly 6 sq ft. The holes are typically located within the upper 6 ft of the steel sheet pilings; however, holes were also located near the mudline. Near the mudline, a ledge of hard material was observed in the sheet pile pockets approximately 8 ft above the existing mudline. The ledge may have been the previous channel bottom prior to dredging. Severe corrosion and additional holes in the steel sheet pilings were observed below the formed ledge at Sta. 2+20, and Sta. 3+90. The settlement of the concrete pad located inshore of the bulkhead has likely occurred due to fill loss behind the steel sheet pilings with corrosion holes. Beyond Sta. 4+00, corrosion induced holes were also observed at Sta. 10+00, near the bottom of the pile cap.

Impact damage was observed at Sta. 2+25, Sta. 3+90, and Sta. 10+35. At Sta. 2+25, four sheet piles exhibited up to 6 in. of inward deflection within the upper 11 ft. At Sta. 3+90, seven sheets exhibited up to 2 ft of inward deflection just below the concrete cap and extending to approximately 20 ft below mean sea level. The sheet pile knuckles at Sta. 3+90 were separated for a length of 2 ft at the top of the piles. The impact at Sta. 10+35 is near the corner of the wharf, adjacent to the Small Craft Berth. The impact damage was limited to 18 in. of deflection along the wale beam on the south face and mechanical spalling along the bottom of the concrete cap beam on the south and eastern faces.

Non-destructive testing was performed on selected sheet piles at 100 ft station offsets. Due to their deteriorated condition and absence of as-built drawings, the nominal thickness of the steel sheet pilings could not be confirmed. Ultrasonic thickness testing indicated that the average remaining steel section was 0.275 in. on the flanges and 0.246 in. on the webs. Standard z-type steel sheet

piles commonly have flange sections of .375 in. or 0.600 in. thick and web sections of .375 in. or 0.500 in. thick. Based on the ultrasonic thickness testing of the steel sheets and geometry, it was assumed that the wharf was constructed with the larger sheet pile section. Therefore, the average loss of section is 54% on the flanges and 51% on the webs. The greatest average loss of section was observed within the tidal zone where the flanges measured 0.243 in. remaining (60% loss of section) and the web measured 0.209 in. remaining (58% loss of section).

Steel Tie-Back System

A ground penetrating radar (GPR) study was performed at the west end of the facility in an attempt to determine the presence and spacing of tie rods within the fill inland of the bulkhead. The GPR study was not conclusive, therefore test pits were excavated up to 10 ft wide by 10 ft long by 10 ft deep in an attempt to discover the lateral support system. The excavations did not reveal tie-rods, deadmen, or any other means of lateral support. It is possible that the sheets are supported lateral by driven piles that could not be uncovered during the excavation.

The underwater inspection of the steel sheet pile bulkhead noted the presence of steel channels, bearing plates, rods, and anchorage hardware consistent with a sheet pile tie-back system. These components were observed directly below the concrete sheet pile cap. West of Sta. 8+00, the tie-back system appeared non-existent as the steel rods, nuts, and plating exhibited up to 100% loss of section. East of Sta. 8+00, the tie-back system exhibited moderate to severe deterioration as the tie rods exhibited up to 40% loss of section, the nuts typically had greater than 50% loss of section, and the steel plating had up to 30% loss of section. The steel channel typically exhibited up to 50% loss of section due to corrosion and pitting up to 3/16 in. deep.

Historical drawings (design or as-built plans) were not available at the time of inspection. Based on the height of the exposed sheet pile bulkhead and similar structures nearby, a lateral support system would be necessary. However, at this time, conclusive evidence regarding the bulkhead configuration is unknown.

Concrete Sheet Pile Cap

The reinforced concrete pile cap was in **Fair** condition overall. A 3 ft wide by 6 ft deep reinforced concrete cap extends along the top of the entire sheet pile bulkhead. Open and closed spalling was observed at 39 locations (approximately 580 sq ft) along the cap, ranging in size from 1 sq ft to 150 sq ft and up to 4 in. deep. In various locations, the spalling has resulted in the exposure of the underlying steel reinforcing bars. The exposed bars exhibited moderate to major corrosion and loss of section. The remaining portions of the cap typically exhibited isolated areas of hairline to

1/4 in. wide cracking. The segment of cap east of Sta. 10+90, adjacent to the Small Craft Berthing facility, was generally in satisfactory condition with only isolated areas of minor deterioration.

Concrete Deck

The concrete deck is in **Fair** condition overall. Inland of the concrete cap is a 6 ft wide by 6 in. deep concrete slab. The slab exhibited severe deterioration from Sta. 1+36 to Sta. 1+71 due to settlement up 14 in. vertically. The settlement is due to undermining and fill loss beneath the slab. At Sta. 6+72, a 6 ft long by 4 ft wide by 1/2 in. thick steel plate was observed near the concrete slab/asphalt inshore intersection. The condition of the slab beneath the steel plate is unknown. From Sta. 6+20 to Sta. 6+72, a 1/4 in. wide longitudinal crack was observed running east to west within the concrete slab. The remaining segments of the concrete slab exhibited minor to moderate deterioration consisting of shallow spalling, scaling, surface wear, and isolated areas of cracking up to 1/4 in. wide.

Asphalt Pavement

The asphalt paving is in **Poor** condition overall. An asphalt pavement is located inshore of the bulkhead and concrete pad. From Sta. 0+00 to Sta. 1+36, the asphalt pavement exhibited severe deterioration 12 ft wide along the outboard edge. This segment was fractured, severely eroded, and a gap between the steel sheet piling and asphalt was filled with debris and vegetation. Additional severe deterioration was observed near Sta. 10+10 which exhibited cracking and Sta. 10+47, which exhibited settlement where the asphalt pavement has settled up to 24 in. vertically. Minor to moderate settlement was observed between Sta. 8+48 and Sta. 10+50. The remaining areas of asphalt pavement exhibited widespread minor to moderate cracking, shallow depressions, and erosion of the wearing surface resulting in the exposure of aggregate.

Mooring Hardware

The mooring hardware is in **Fair** condition overall. There are six bollards, 11 double bitts, and 14 cleats. The bollards and double bitts typically exhibited coating loss on up to 30% of the exposed surface area and corresponding minor to moderate corrosion with section loss estimated to be less than 20%. Isolated bollards and double bitts had shallow pitting up to 1/16 in. deep. The bollard located at Sta. 1+40 is missing entirely and had likely been removed prior to inspection. The anchorage hardware for the double bitts located at Sta. 10+29 (DB10) and Sta. 10+78 (DB11) exhibited severe corrosion and loss of section to the exposed bolts and nuts. The remaining anchorage hardware for the bollards and double bitts were typically inaccessible as the bolt recesses were filled with grout.

The cleats were either 12 in. or 24 in. long. The 12 in. cleats typically exhibited coating loss of up to 10% of the exposed surface area with associated minor to moderate deterioration of the steel. The 24 in. cleats typically exhibited coating loss of up to 50% of the exposed steel with associated moderate deterioration consisting of corrosion resulting in less than 20% loss of section and shallow pitting up to 1/8 in. deep.

Locations, photos, and condition ratings of each mooring fitting are provided in the Mooring Hardware Condition Table contained in Appendix B.

Fender System

The fender system is in **Poor** condition overall. The fender system is comprised of four breasting panels and six foam-filled fenders. The breasting fenders are attached to the outboard face of the wharf via extruded rubber fender extensions and chains. At each of the four locations, the chains are missing, the extruded rubber extensions exhibited tears up to 1 in. wide, and a significant quantity (average 75%) of the exterior UHMW padding was missing. The breasting fender at Sta. 5+15 was displaced outboard approximately 10 in. The exposed steel panels exhibited coating loss on greater than 50% of the exposed surface area and had associated minor to moderate surface corrosion.

There was one 4 ft diameter by 6 ft long foam-filled fender and five 4 ft diameter by 15 ft long foam-filled fenders. The fender at Sta. 9+72 was in severe condition and exhibited a full circumference tear near the west side anchorage point. The remaining fenders exhibited minor to moderate deterioration of the chains and exterior surface. The chains securing the fenders to the wharf at Sta. 7+93 and Sta. 8+95 are wrapped around the adjacent double bitt mooring fittings. The anchor bolts supporting the chains of the fender at Sta. 6+81 exhibit severe deformation and displacement.

Remnants of an abandoned fender system were present at Sta. 2+70, Sta. 4+38, Sta. 5+70, and Sta. 6+65. The abandoned fender system appeared to be a vertical steel plate with UHMW padded exterior, mounted to the outboard face of the wharf. The UHMW padding was missing, torn, or exhibited severe loss of section and the exposed steel plating exhibited major to severe corrosion and loss of section.

Utilities

The utilities are in **Fair** condition overall. The utilities along the wharf included three solar powered lights, electrical conduits and receptacles, power distribution stations, water conduits, access hatches, and storm water catch basins, scuppers, and piping.

There were three solar power lights along the wharf. The light at Sta. 1+35 is detached and displaced, the light at Sta. 10+31 exhibits moderate to major corrosion and section loss along the steel supports, and the light at Sta. 10+83 was free of notable deterioration or damage. Electrical conduits and receptacles were observed at the east end of the wharf near the Small Craft Berth. The conduits and receptacles appeared functional and free of notable deterioration.

There were three power distribution stations with concrete enclosures and steel paneling. The steel components exhibited coating loss on 10% to 50% of the exposed surfaces and the concrete enclosures typically exhibited shallow edge spalling. The concrete enclosures at Sta. 4+28 and Sta. 6+39 also exhibited severe spalling, potentially due to an impact event, with exposed steel reinforcing on an interior wall. The exposed steel reinforcing was also severely corroded.

Water conduits were observed at the far east end of the wharf. There was one abandoned 2.5 in. PVC conduit and two inshore spigots each penetrating through concrete pedestals. The water spigots appeared functional and free of notable damage.

There was a total of 44 steel access hatches embedded into the concrete pad inshore of the steel bulkhead. The hatches varied in size and were either 2 ft by 3 ft, 3 ft by 3 ft, or 2 ft by 9 ft. The hatches typically exhibited 15% to 30% coating loss with associated minor to moderate corrosion. Rust pack was visible along the edges of most hatches. The handles used to open the hatches also exhibited moderate to severe corrosion and were non-functional due to the deterioration. Attempts were made to open the hatch covers at several locations, however the covers would not open due to corrosion at the interface of the hatch covers and frames or deteriorated and/or missing handles. The location of the hatches suggest that the vault provide access to a utility trench.

The storm water drainage system included two scuppers, two catch basins, one 6 in. diameter PVC pipe, and various locations with steel outfall pipes penetrating the steel sheet pile bulkhead. The steel components of the scuppers exhibited minor to moderate corrosion and concrete exteriors had shallow spalling. The steel grating of the catch basin at Sta. 1+56 exhibited severe corrosion with approximately 50% loss of section. Damage was not observed on the catch basin at Sta. 10+26, however, there was a gap around the outfall as it penetrates the bulkhead at Sta. 10+47 creating a 2 in. to 3 in. annulus resulting in loss of fill and settlement of the asphalt pavement

above. There was one 6 in. diameter PVC pipe located at Sta. 6+72. The PVC pipe was free of damage or debris accumulation; however, the pipe was missing a top cover. For utility assessments relating to the Navy Wharf Terminal Building, see Building Assessment Report.

3.1.3 COMPARISON OF PREVIOUS INSPECTION RESULTS

At the time of preparing this report previous inspection reports were not available for comparison.

3.1.4 STRUCTURAL INSPECTION ASSESSMENT

Overall, the Navy Frontier Wharf is in **Serious** condition. Advanced deterioration was observed along widespread portions of the steel sheet pile bulkhead and at isolated locations along the inshore concrete pad. The deterioration to the steel sheets has resulted in a significant reduction of structural capacity to the wharf and there is an increased risk for additional localized failure to occur. Due to the uncertainties concerning the configuration of the wharf and potential tie-back system, an allowable remaining load capacity along the wharf could not be reliably determined.

3.1.5 RECOMMENDATIONS

Extensive repairs to the structure would be required to restore and return the facility to full service. Due to the present level of damage, it is recommended that the facility be demolished and replaced with a new wharf. The new wharf should be designed for resiliency in regards to future operational and environmental loading requirements. These include, but are not limited to, raising the deck surface of the wharf to account for sea level rise and storm surges, and installing mooring hardware and fender components for expanded mooring and berthing capabilities. As such, minimum deck elevation and relative height above Base Flood Elevation (BFE) should be considered under the engineering design phase. The budgetary construction costs for replacement presented herein consider construction of a sheet pile bulkhead that may be elevated sufficiently to accommodate for climate change. Additionally, a robust fender system has also been considered to increase serviceability and allow for adjustment in accordance with sea-level rise. Newly constructed steel sheet piles bulkheads in marine environments can have expected service life of approximately 50 years.


Due to the condition of the wharf, it is recommended that deck loading be prohibited within 12 ft of the bulkhead from Sta. 0+00 to Sta. 2+25 and also prohibited within a 10 ft by 10 ft area of settlement in the asphalt pavement near Sta. 10+47. Due to the condition of the steel sheet piles and uncertainty concerning the bulkhead configuration, it is also recommended that deck loads not exceed 100 PSF within 20 ft of the bulkhead from Sta. 2+25 to the far east end near Sta. 12+50. Due to impact damage to the steel sheet piles at Sta. 3+90, it is also recommended that concrete

cap, deck, and mooring fitting (DB4) be monitored during future mooring and berthing operations for signs of overstress.

Additionally, for all mooring fittings, it is recommended that criteria for mooring be limited to Mooring Service Type 1 per Unified Facilities Criteria (UFC) 4-159-03, which includes winds up to 35 knots and water currents less than 1 knot. All vessels should be removed from the wharf prior to predicted storms or heavy weather events that may produce strong winds or currents.

3.2 NAVY FRONTIER WHARF – SMALL CRAFT BERTH

Table 3.2-1

	Structural Assessment Rating	Serious
	Structure Type	Pile Supported Dock
	Berthing Length	240 LF
	Age of Structure	Unknown
	Year(s) Previously Inspected	Unknown
	Estimated Repair Cost	\$655,000

For detailed cost estimate, refer to Appendix F.

3.2.1 DESCRIPTION OF THE FACILITY

The Small Craft Berth is located at the east end of the Navy Frontier Wharf and includes three finger piers each accessed via a pier head-walk. The berth is constructed with concrete piles, a concrete cap above the piles, and a 10 in. thick concrete deck. The berth provides a facility for the mooring and berthing of small to medium sized crafts which include pilot vessels.

3.2.2 OBSERVED CONDITIONS

Concrete Piles

The concrete piles are in **Satisfactory** condition overall. The Small Craft Berth is comprised of 13 square concrete piles, extending from beneath the existing mudline to a concrete pile cap. The piles were typically covered in a dense layer of marine growth and exhibited isolated areas of minor surface deterioration consisting of edge spalling less than 1/2 in. deep and scaling less than

1/16 in. deep. Level II inspections were performed on select concrete piles and the findings indicated that no further typical deterioration is present beyond the minor edge spalling and isolated areas of minor scaling.

Damage to the Finger Pier No. 2 center pile was observed. A 1/16 in. wide horizontal crack was observed 4 ft above mudline on the north, south, and west faces of the pile. Spalling up to 2 in. deep and up to 4 in. wide was also observed near the pile crack. An additional 1/16 in. wide horizontal crack was also observed along the west face of the pile, approximately 10 ft above the existing mudline. The Finger Pier 2 center pile also exhibited soft exterior concrete that can be chipped away with an inspection hammer which may indicate chemical disintegration of the concrete matrix.

Reinforced Concrete Pile Cap

The reinforced concrete pile caps are in **Fair** condition overall. The concrete caps are 36 in. long by 4 ft wide and are typically spaced 20 ft on center. The caps supporting the berth are either rectangular or trapezoidal and typically exhibited cracks near the corners up to 1/16 in. wide. Hairline map cracking was also observed on the concrete cap faces.

Reinforced Concrete Deck

The reinforced concrete deck is in **Serious** condition overall. The entirety of the deck underside exhibited spalling up to 5 in. deep resulting in the exposure of the reinforcing steel. The exposed steel is debonded along much of the deck underside and exhibited moderate to severe corrosion and section loss.

The deck topside typically exhibited hairline cracking. Closed spalls are present at two locations on Finger Pier 1 and one location on Finger Pier 3. These closed spalls ranged from 1 sq ft to 6 sq ft. Open spalling was also observed at one location on Finger Pier 2 and one location on Finger Pier 3. These open spalls range from 1.5 sq ft (Finger Pier 3) to 8 sq ft (Finger Pier 2) and are between 1.5 in. and 2.5 in. deep. Full width transverse cracking, up to 1/4 in. wide, was also observed at four locations along Finger Pier 1.

Mooring Hardware

The mooring hardware is in **Fair** condition overall. There are 16 total padeyes/eye-bolts anchored to the concrete finger piers and utilized has mooring supports. The padeyes typically exhibited only minor surface corrosion. The concrete deck foundations to which the padeyes are installed exhibited cracking and spalling.

Fender System

The fender system is in **Fair** Condition overall. Rubber tires were installed along the entire perimeter of Finger Pier 1, the west face of Finger Pier 2, and the east face of Finger Pier 3. The tires are anchored to a timber board. The timber board, tires, and anchorage hardware were free of notable deterioration or damage.

A 6 in. by 8 in. horizontal timber fender is located along the east face of Finger Pier 2 and the west face of Finger Pier 3. The fender exhibited moderate to major deterioration consisting of checks, splits, and decay resulting in up to 30% loss of section. Approximately 15 ft of the timber fender along Finger Pier 2 and 3 is missing at the far south end. Additionally, the steel anchorage hardware securing the timber fender to the exterior of the concrete pier was observed with major to severe corrosion and loss of section. Segments of the timber fender appeared to be partially detached.

Dock Appurtenances

The finger pier appurtenances are in **Satisfactory** condition. There are two concrete staircases that provide access from the Small Craft Berth piers to the adjacent Navy Frontier Wharf. The concrete stairs are located at the far east and west ends of the head-walk and did not exhibit notable deterioration or damage.

3.2.3 COMPARISON OF PREVIOUS INSPECTION RESULTS

At the time of preparing this report, previous inspection reports were not available for comparison.

3.2.4 STRUCTURAL CONDITION ASSESSMENT

Overall, the Small Craft Berth is in **Serious** condition. Advanced deterioration and section loss was observed along widespread areas of the concrete deck underside as well as isolated areas along the top surface. The section loss has exposed most of the lower steel reinforcing members which are now broken, missing, or corroded with severe loss of section. Due to these conditions, the structural capacity of the finger pier and head-walk has been significantly reduced, the structure is no longer capable of supporting its intended operations, and there is a risk of localized failures.

Structural analysis of the concrete deck slabs confirms the loss of capacity and indicates that the deck live loading has been reduced to loads not safe for pedestrians. The deck segments were analyzed with varying depths of concrete loss and complete loss of the bottom steel reinforcing bars. The loss of the lower steel bars, which provides bending moment capacity to the deck section, proved to be the limiting condition for the structure.

3.2.5 RECOMMENDATIONS

Extensive repairs to the concrete deck would be required to restore and return the facility to full service. Due to the present level damage, it is recommended that the facility be demolished and replaced with new finger piers and a head-walk. Until repairs are performed, it is recommended that use of the facility be prohibited. Selective demolition and replacement of the existing deck should be considered with regard to future life cycle repair costs, permitting, potential construction cost savings, future facility upgrades, and required service life of the facility. A newly constructed facility can be expected to have a service life of roughly 50 years.

Appendix A

Inspection Photographs

Navy Frontier Wharf
Inspection Photographs



Photo 1.

Wharf – Overview of the wharf near Sta. 3+00, looking east.



Photo 2.

Wharf – Overview of the wharf from the east end near Sta. 10+30, looking west.

Navy Frontier Wharf
Inspection Photographs

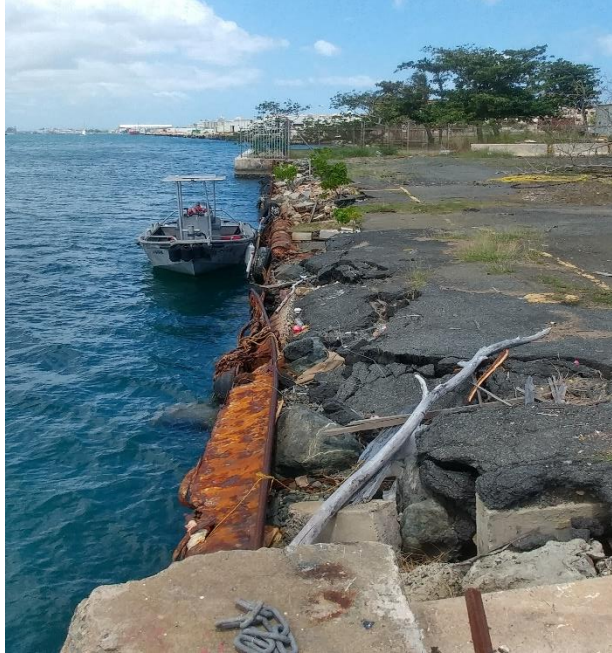


Photo 3.

Wharf – View of the typical wharf condition from Sta. 0+00 to Sta. 1+36.



Photo 4.

Wharf – View of the wharf near Sta. 0+50.

Navy Frontier Wharf
Inspection Photographs



Photo 5.

Wharf – Underwater view of a deteriorated steel sheet pile with 100 percent section loss and exposed fill near Sta. 3+90.



Photo 6.

Wharf – Underwater view of a hole in the steel sheet piles near Sta. 3+90 near the top of the pile.

Navy Frontier Wharf
Inspection Photographs

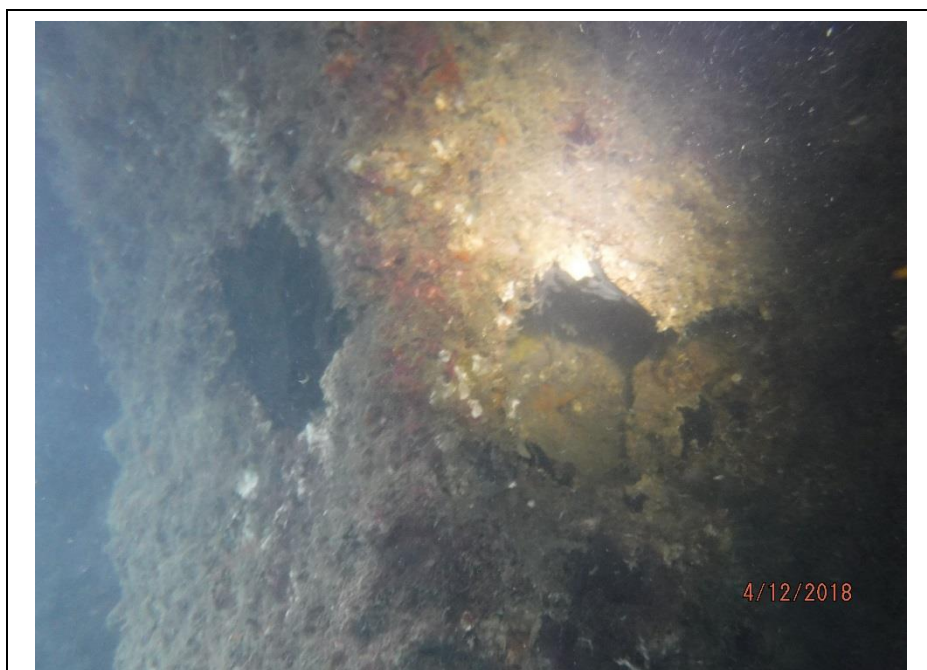


Photo 7.

Wharf – Underwater view a hole in the steel sheet piling near Sta. 10+00.

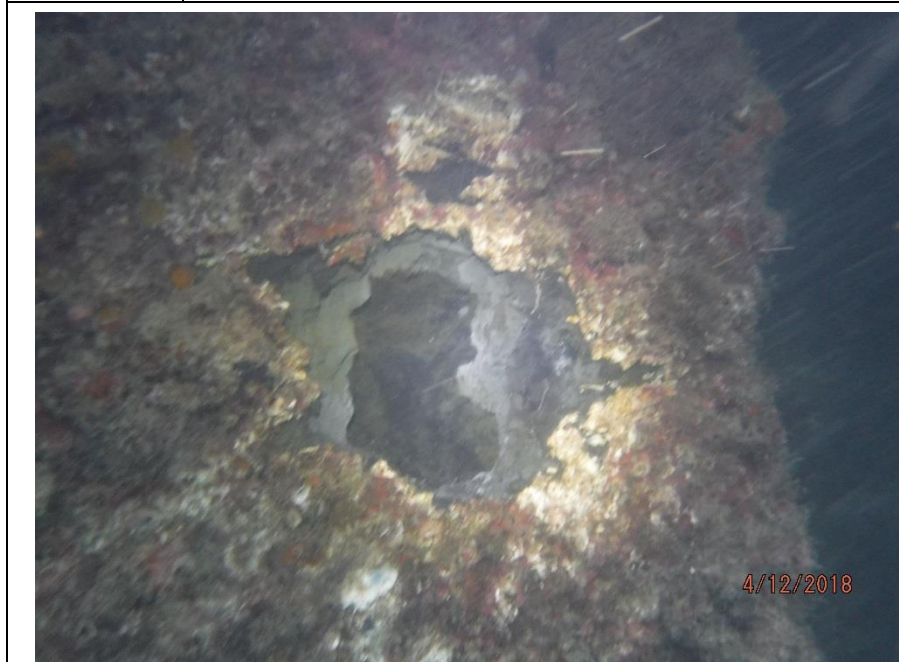

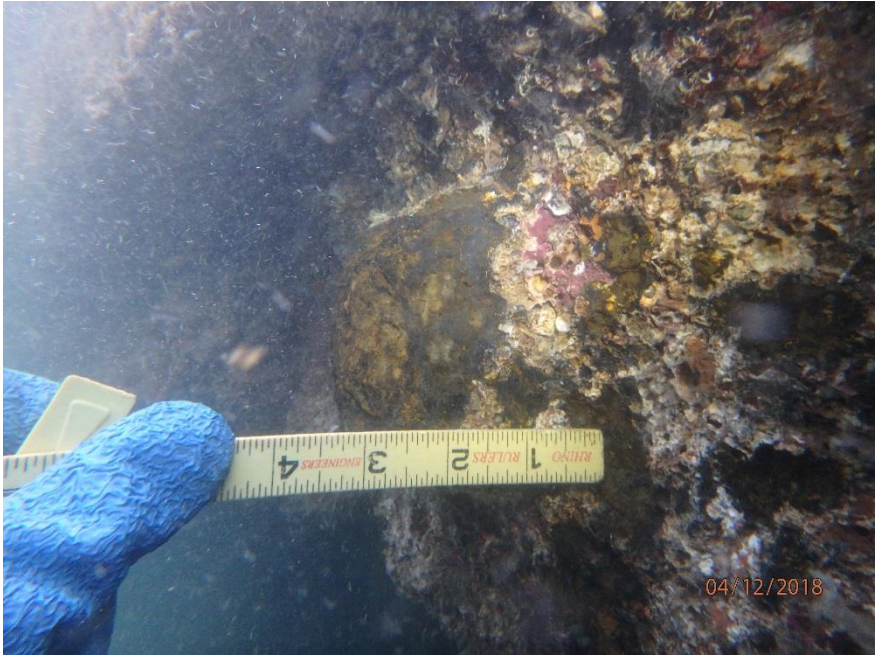


Photo 8.

Wharf – Underwater view of a typical steel sheet pile.

Navy Frontier Wharf
Inspection Photographs

	
Photo 9.	Wharf – Underwater view the corroded steel tie back rod and wale at the east end of the wharf.
	
Photo 10.	Wharf – Underwater view of the typical condition of a tie-back rod and nut.

Navy Frontier Wharf
Inspection Photographs



Photo 11.

Wharf – View of the excavation to locate a tie-back system. Note that a tie-back system was not observed within the excavation.



Photo 12.

Wharf – View of the typical concrete sheet pile cap near Sta. 3+00.

Navy Frontier Wharf
Inspection Photographs



Photo 13.

Wharf – View of spalling on the concrete cap with exposed steel reinforcing near Sta. 10+30.



Photo 14.

Wharf – View of the typical edge spalling with exposed reinforcement along the length of the concrete pile cap.

Navy Frontier Wharf
Inspection Photographs



Photo 15.

Wharf – View of the settlement of the concrete deck due to erosion near Sta. 1+36.



Photo 16.

Wharf – View of the deck settlement of the asphalt pavement around the drainage grate near Sta. 10+47.



Photo 17.

Wharf – View of the typical cracking throughout the concrete deck.



Photo 18.

Wharf – View of a foam-filled fender at Sta. 6+81. Note the displacement of the anchor attachments.



Photo 19.

Wharf – View of a typical foam-filled fender secured to the wharf by a double bitt near Sta. 7+93.



Photo 20.

Wharf – View of a ruptured foam-filled fender near Sta. 9+63.

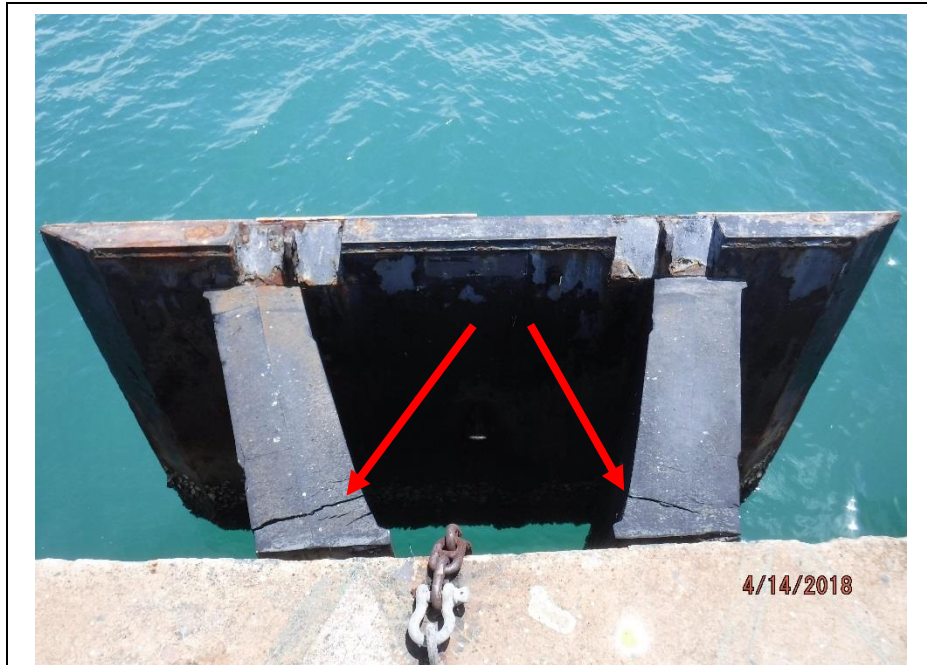


Photo 21.

Wharf – View of a typical vertical fender panel near Sta. 3+51. Note the tearing in the supports and missing chains.



Photo 22.

Wharf – View of a typical fender panel near Sta. 8+38. Note the typical deterioration of the supporting steel panel and the missing UHMW fender panels.

Navy Frontier Wharf
Inspection Photographs



Photo 23. Wharf – View of a typical bollard near Sta. 1+48.



Photo 24. Wharf – View of a typical double bitt near Sta. 5+92.

Navy Frontier Wharf
Inspection Photographs



Photo 25.

Wharf – View of a typical 12 in. cleat near Sta. 4+41.



Photo 26.

Wharf – View of a typical broken solar powered deck light near Sta. 1+35.



Photo 27.

Wharf – View of a typical power distribution station near Sta. 4+20.

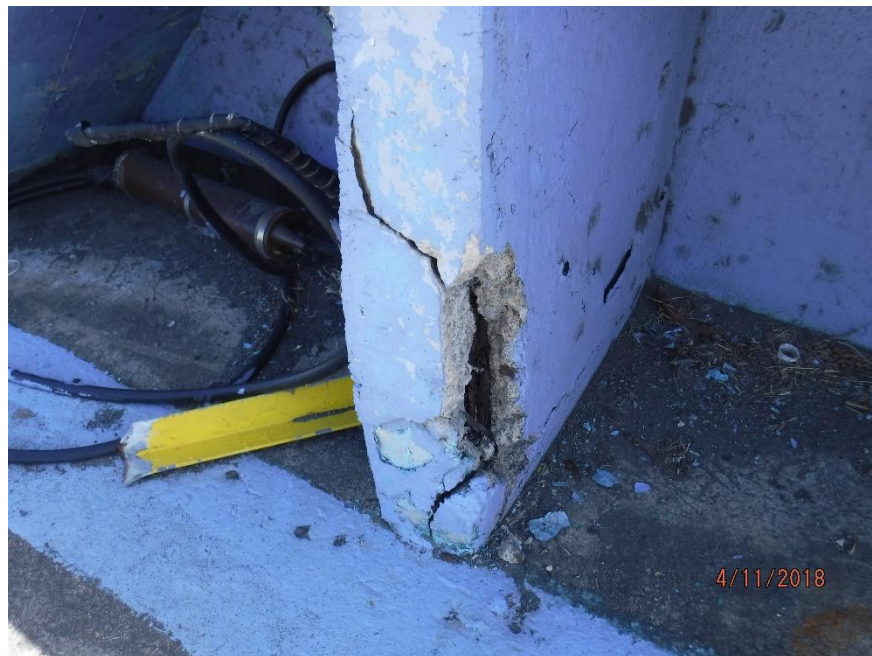


Photo 28.

Wharf – View of the impact spalling on the concrete power distribution enclosure at Sta. 4+20.



Photo 29.

Wharf – View of a typical water spigot at far east end of wharf.



Photo 30.

Wharf – View of a typical access hatch.



Photo 31.

Wharf – View of the storm water catch basin near Sta. 1+56. Note the severe corrosion to the steel grating.



Photo 32.

Wharf – View of the catch basin near Sta. 10+26.

Small Craft Berth
Inspection Photographs

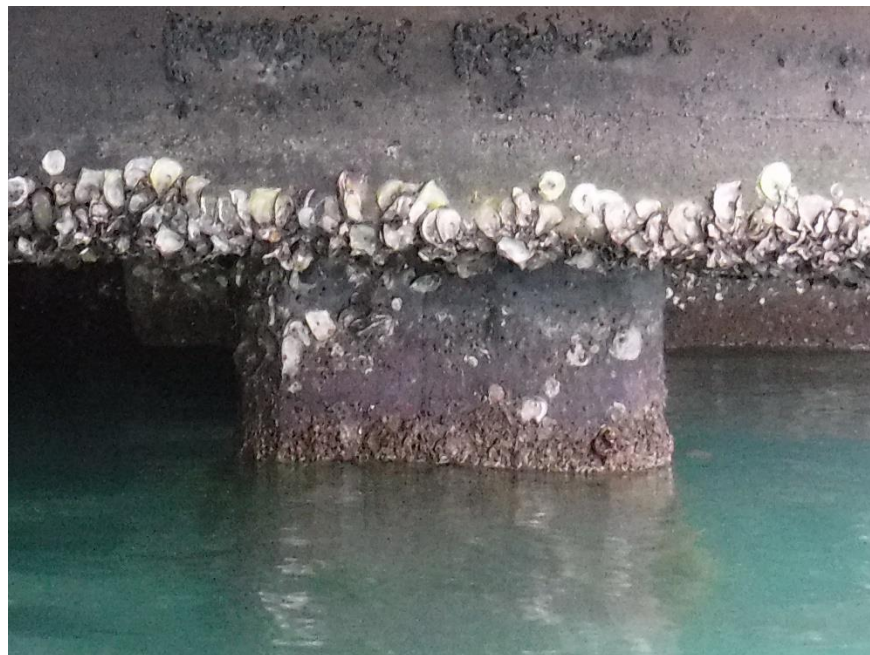


Photo 1.

SCB - View of a typical concrete piles supporting the Small Craft Berth.



Photo 2.

SCB – Underwater view of the Finger Pier 2 center pile. Note the shallow spalling and cracking.

Small Craft Berth
Inspection Photographs



Photo 3.



SCB – View of the concrete pile cap supporting the head-walk.



Photo 4.

SCB – View of the concrete pile cap supporting Finger Pier No. 3. Note the hairline to 1/16 in. wide cracking.

Small Craft Berth
Inspection Photographs

	
Photo 5.	SCB – View of the concrete deck underside of the pier head-walk with severely corroded and debonded steel reinforcing.
	
Photo 6.	SCB – View of the concrete deck underside of Finger Pier 1 with severe spalling exposed steel reinforcing.

Small Craft Berth
Inspection Photographs



Photo 7.

SCB – View of the concrete deck underside of Finger Pier 2 with severe spalling exposed steel reinforcing.



Photo 8.

SCB – View of the concrete deck underside of Finger Pier 3 with severe spalling exposed steel reinforcing.

Small Craft Berth
Inspection Photographs



Photo 9. SCB – View of the concrete head-walk, looking east.

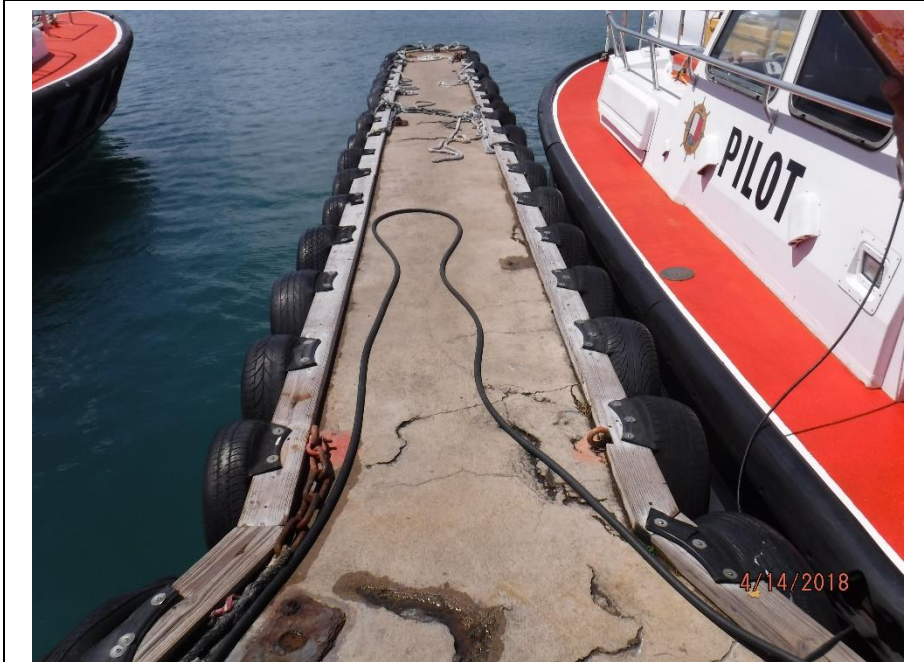


Photo 10. SCB – View of the Finger Pier 1, looking south.

Small Craft Berth
Inspection Photographs

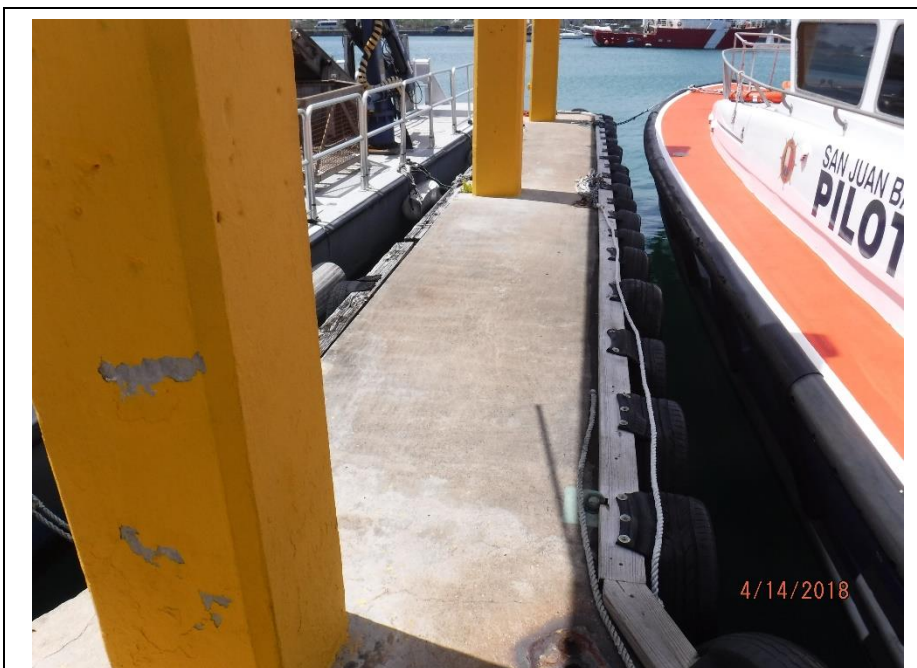


Photo 11.

SCB – View of the Finger Pier 2, looking south.



Photo 12.

SCB – View of the Finger Pier 3, looking south.

Small Craft Berth
Inspection Photographs

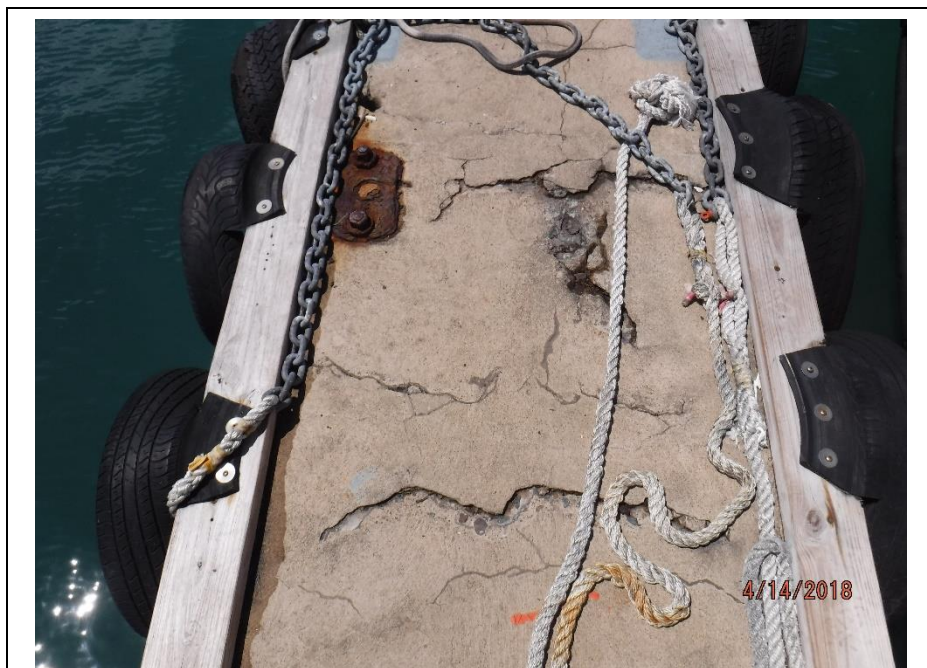


Photo 13.

SCB – View of the typical cracking and spalling on Finger Pier 1.

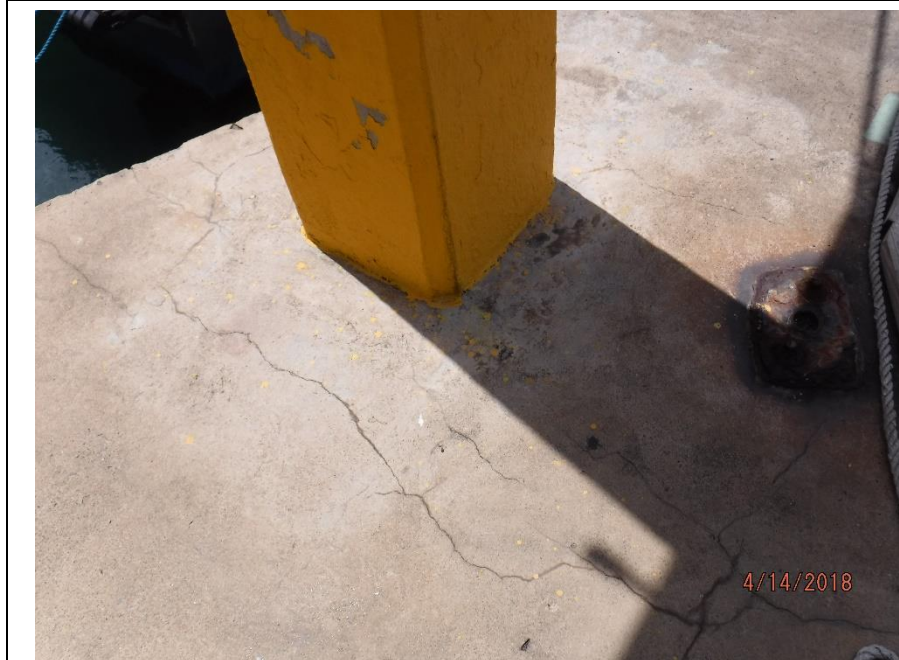


Photo 14.

SCB – View of the typical cracking on Finger Pier 2.

Small Craft Berth
Inspection Photographs



Photo 15.

SCB – View of an open spall with exposed steel reinforcing on Finger Pier 2.



Photo 16.

SCB – View of the typical cracking and closed mechanical spall on Finger Pier 3.

Small Craft Berth
Inspection Photographs



Photo 17.

SCB – View of the typical padeyes used to provide mooring support.



Photo 18.

SCB – View of a typical tire fender and timber attachment.

Small Craft Berth
Inspection Photographs

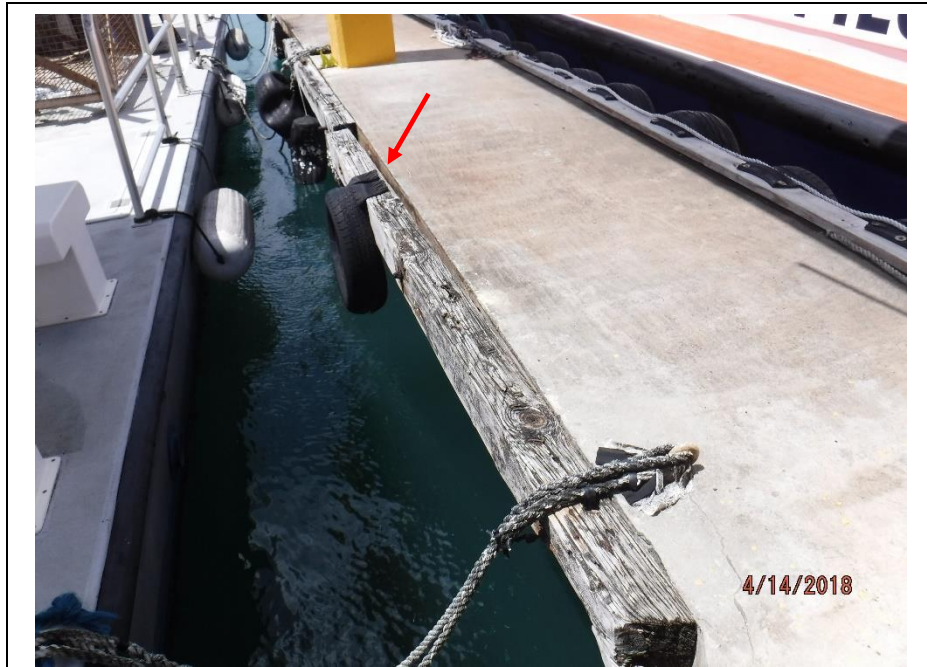


Photo 19.

SCB – View a timber fender. Note the separation from the Finger Pier 2 concrete deck.



Photo 20.

SCB – View of the missing segment of timber fender at the south end of Finger Pier 3.

Small Craft Berth
Inspection Photographs



Photo 21.

SCB – View of the concrete stairs at the west end of the pier head-walk.



Photo 22.


SCB – View of the concrete stairs at the east end of the pier head-walk.


Appendix B


Mooring Hardware Condition Tables


MOORING CONDITION TABLE


NAVY FRONTIER WHARF


	Location: X: Station 0+03 Y: Offset 1+03 Z: Elevation 0.0' Fitting ID: B1 Type: 18 in. dia. Bollard Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 0+06 Y: Offset 1+03 Z: Elevation 0.0' Fitting ID: B2 Type: 18 in. dia. Bollard Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 0+58 Y: Offset 0+40 Z: Elevation 0.0' Fitting ID: DB1 Type: 12 in. dia. Double Bitt Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 2
		Connection: Element Inaccessible

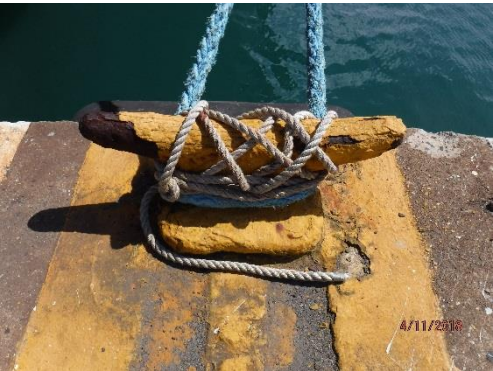
	Location: X: Station 1+40 Y: Offset 0+00 Z: Elevation 0.0' Fitting ID: B3 Type: Bollard Design Capacity: Unknown	Condition:
		Fitting: 4
		Base: 4
		Connection: 4


	Location: X: Station 1+48 Y: Offset 0+00 Z: Elevation 0.0' Fitting ID: B4 Type: 9 in. dia. Bollard Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 1+91 Y: Offset 0+00 Z: Elevation 0.0' Fitting ID: DB2 Type: 13 in. dia. Double Bitt Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 3
		Connection: Element Inaccessible


	Location: X: Station 2+41 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C1 Type: 12.5 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 2+91 Y: Offset 0+00 Z: Elevation 0.0' Fitting ID: DB3 Type: 13 in. dia. Double Bitt Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 3
		Connection: Element Inaccessible


	Location: X: Station 3+40 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C2 Type: 12.5 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 3
		Connection: Element Inaccessible

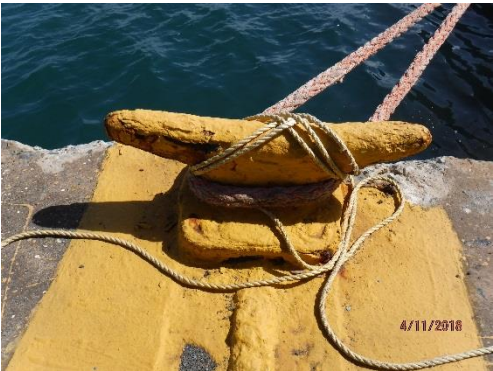
	Location: X: Station 3+90 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB4	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 3
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 4+41 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C3	Fitting: 3
	Type: 12.5 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 4+91 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB5	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible

	Location: X: Station 5+42 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C4 Type: 12.5 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 5+92 Y: Offset 0+00 Z: Elevation 0.0' Fitting ID: DB6 Type: 13 in. dia. Double Bitt Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 6+43 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C5 Type: 12.5 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 3
		Base: 3
		Connection: Element Inaccessible


	Location: X: Station 7+43 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C6	Fitting: 3
	Type: 12.5 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 7+93 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB7	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 8+44 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C7	Fitting: 3
	Type: 12.5 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 8+95 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB8	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 9+45 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C8	Fitting: 3
	Type: 12.5 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 9+95 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB9	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 3
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 10+29 Y: Offset 0+00 Z: Elevation 0.0'	Condition:
	Fitting ID: DB10	Fitting: 3
	Type: : 13 in. dia. Double Bitt	Base: 3
	Design Capacity: Unknown	Connection: 3


	Location: X: Station 10+34 Y: Offset 1+16.5 Z: Elevation 0.0'	Condition:
	Fitting ID: B5	Fitting: 1
	Type: 18 in. dia. Bollard	Base: 1
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 10+34 Y: Offset 1+16.5 Z: Elevation 0.0'	Condition:
	Fitting ID: B6	Fitting: 1
	Type: 18 in. dia. Bollard	Base: 1
	Design Capacity: Unknown	Connection: Element Inaccessible


	Location: X: Station 10+38 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C9 Type: 12 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible


	Location: X: Station 10+57 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C10 Type: 12 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible

	Location: X: Station 10+75 Y: Offset 0+01 Z: Elevation 0.0' Fitting ID: C11 Type: 12 in. Cleat Design Capacity: Unknown	Condition:
		Fitting: 2
		Base: 2
		Connection: Element Inaccessible

	Location: X: Station 10+78 Y: Offset 0+0.5 Z: Elevation 0.0'	Condition:
	Fitting ID: DB11	Fitting: 3
	Type: 13 in. dia. Double Bitt	Base: 3
	Design Capacity: Unknown	Connection: 3

	Location: X: Station 12+00 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C12	Fitting: 2
	Type: 12 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible

	Location: X: Station 12+18 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C13	Fitting: 2
	Type: 12 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible

	Location: X: Station 12+36 Y: Offset 0+01 Z: Elevation 0.0'	Condition:
	Fitting ID: C14	Fitting: 2
	Type: 12 in. Cleat	Base: 2
	Design Capacity: Unknown	Connection: Element Inaccessible

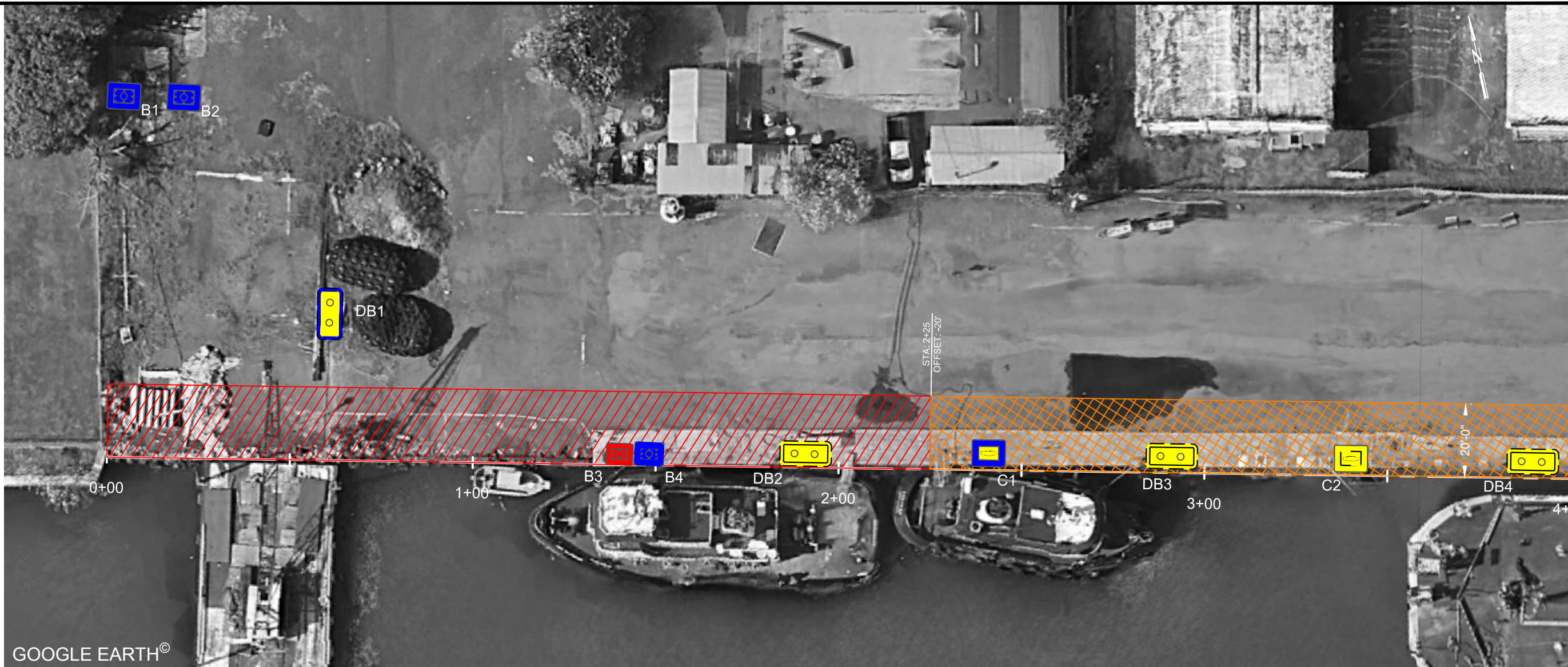
Mooring Condition Rating Key:

Refer to UFC 4-150-08 Figures 2-4 and 2-5.

1	(Green)	Good Condition	3	(Yellow)	Moderate Deterioration
2	(Blue)	Minor Deterioration	4	(Red)	Severe Deterioration

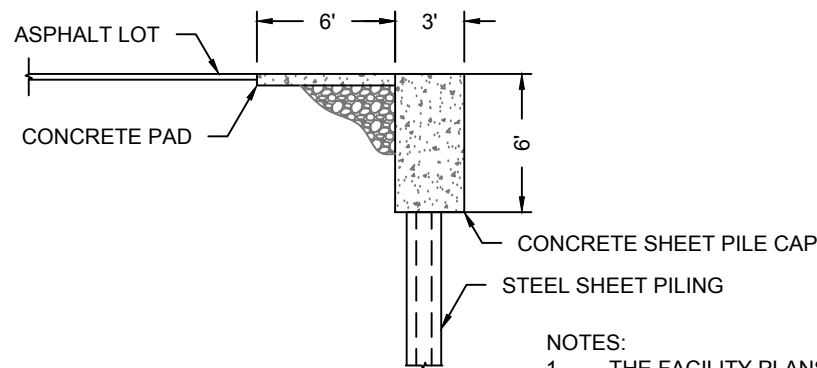
Appendix C

Facility Plans



MATCHLINE REFER TO SHEET 3 STA 3+50

PARTIAL FACILITY PLAN
SCALE: 1" = 30'



TYPICAL SECTION
NOT TO SCALE
STA 0+00 TO 10+35
STA 10+79 TO 11+36

- NOTES:
1. THE FACILITY PLANS AND SECTIONS ARE INTENDED TO PROVIDE CONCEPTUAL ILLUSTRATIONS OF CONDITIONS OBSERVED DURING THE INSPECTION. ANY FEATURES OR DIMENSIONS SHOWN ARE APPROXIMATE.
 2. CONFIGURATION OF LATERAL SUPPORT SYSTEM IS UNKNOWN.

LEGEND



1+00 STATION DESIGNATION IN LINEAR FEET

- DB1 DOUBLE BITT & FOUNDATION
B2 BOLLARD & FOUNDATION
C3 CLEAT & FOUNDATION
 DECK LOADS PROHIBITED
 DECK LOADS SHALL NOT EXCEED 100 PSF

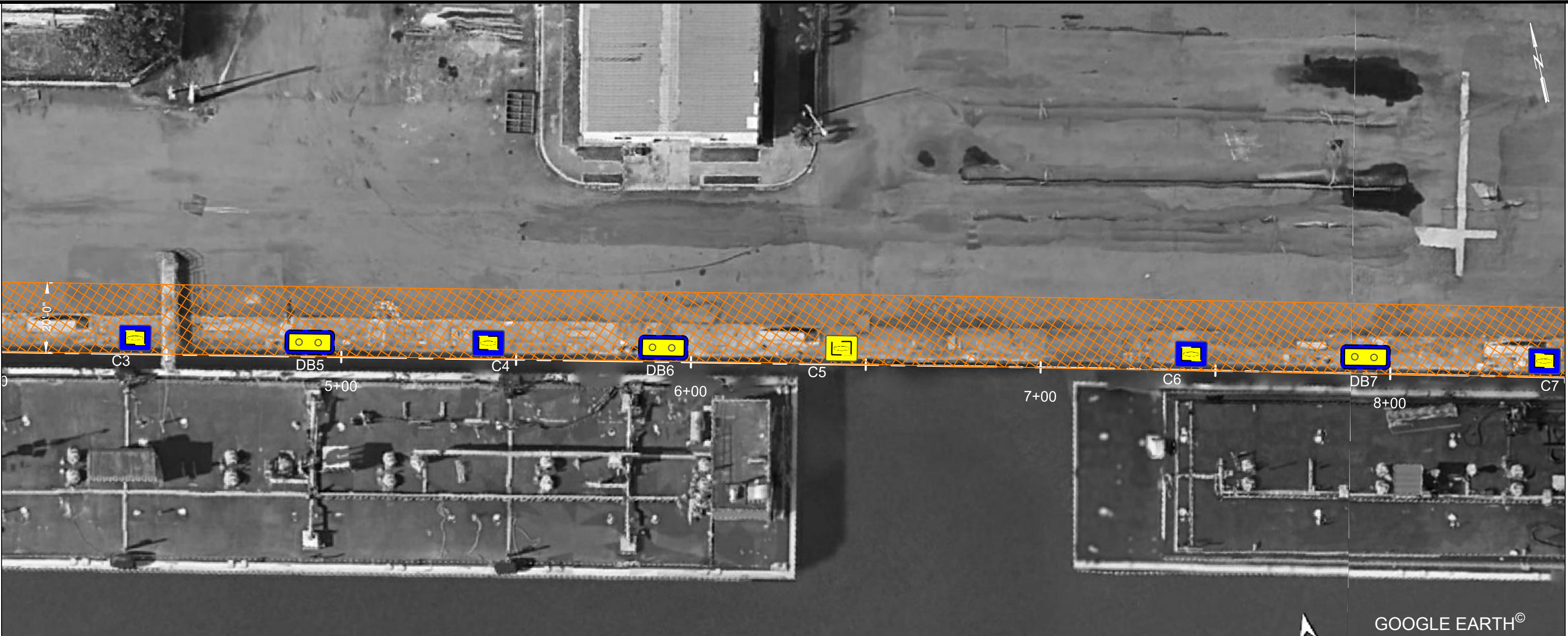
MOORING FITTING & FOUNDATION CONDITION RATING

- INACCESSIBLE
 NO DETERIORATION
 MINOR DETERIORATION
 MODERATE DETERIORATION
 SEVERE DETERIORATION



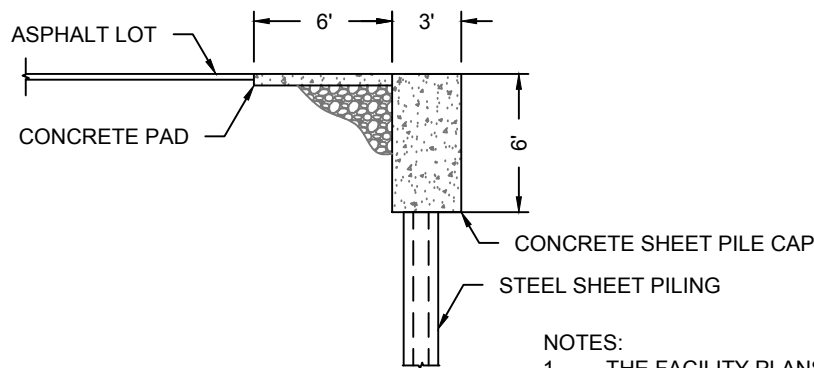
			UNDERWATER AND ABOVE WATER STRUCTURAL INSPECTIONS AND ASSESSMENTS SAN JUAN, PUERTO RICO	
	ONSITE: APRIL 2, 2018		SAN JUAN, PUERTO RICO	
	JOB NUMBER: 18-9045 TASK ORDER: 006		NAVY FRONTIER WHARF PARTIAL FACILITY PLAN STA 0+00 TO 3+50	
			FIG. NO. C-1	

MATCHLINE REFER TO SHEET 1 STA 4+00



MATCHLINE REFER TO SHEET 3 STA 8+50

PARTIAL FACILITY PLAN
SCALE: 1" = 30'



TYPICAL SECTION
NOT TO SCALE
STA 0+00 TO 10+35
STA 10+79 TO 11+36

- NOTES:
1. THE FACILITY PLANS AND SECTIONS ARE INTENDED TO PROVIDE CONCEPTUAL ILLUSTRATIONS OF CONDITIONS OBSERVED DURING THE INSPECTION. ANY FEATURES OR DIMENSIONS SHOWN ARE APPROXIMATE.
 2. CONFIGURATION OF LATERAL SUPPORT SYSTEM IS UNKNOWN.

LEGEND

1+00 STATION DESIGNATION IN LINEAR FEET

- DB1 DOUBLE BITT & FOUNDATION
B2 BOLLARD & FOUNDATION
C3 CLEAT & FOUNDATION
 DECK LOADS PROHIBITED
 DECK LOADS SHALL NOT EXCEED 100 PSF

MOORING FITTING & FOUNDATION CONDITION RATING

- INACCESSIBLE
 NO DETERIORATION
 MINOR DETERIORATION
 MODERATE DETERIORATION
 SEVERE DETERIORATION



MARINE SOLUTIONS

ONSITE: APRIL 2, 2018

JOB NUMBER:

18-9045

TASK ORDER: 006



UNDERWATER AND ABOVE WATER STRUCTURAL
INSPECTIONS AND ASSESSMENTS
SAN JUAN, PUERTO RICO

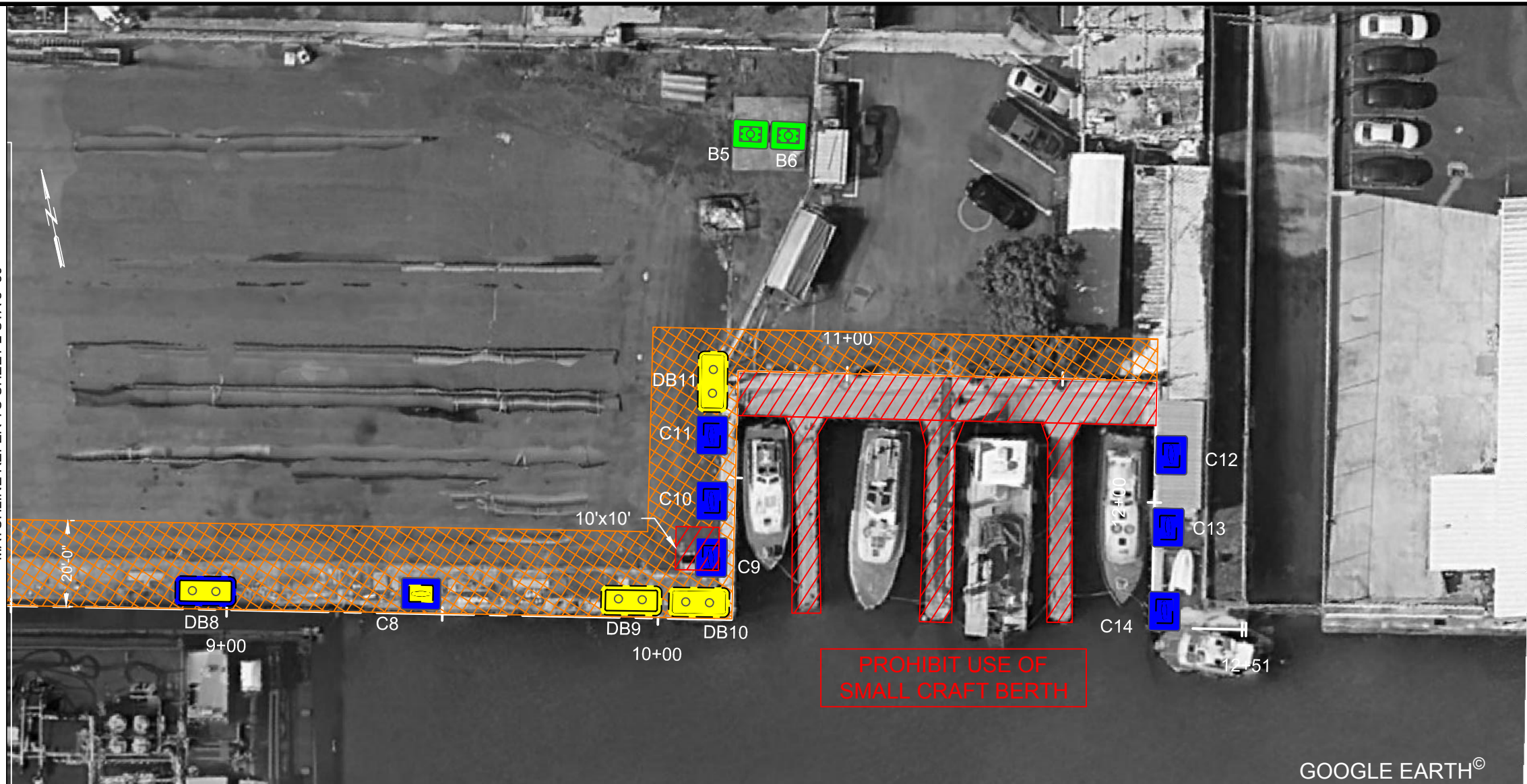
SAN JUAN, PUERTO RICO

NAVY FRONTIER WHARF
PARTIAL FACILITY PLAN
STA 4+00 TO 8+50

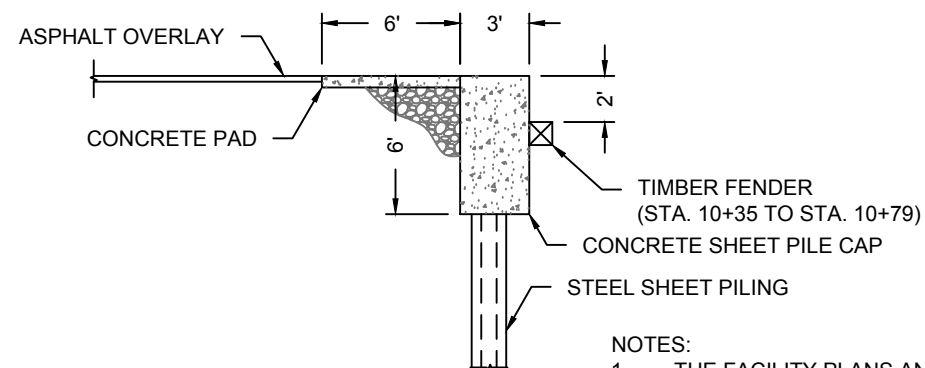
FIG. NO.

C-2

MATCHLINE REFER TO SHEET 2 STA 8+50



PARTIAL FACILITY PLAN
SCALE: 1" = 30'



TYPICAL SECTION
NOT TO SCALE
STA 10+35 TO 10+79

- NOTES:
1. THE FACILITY PLANS AND SECTIONS ARE INTENDED TO PROVIDE CONCEPTUAL ILLUSTRATIONS OF CONDITIONS OBSERVED DURING THE INSPECTION. ANY FEATURES OR DIMENSIONS SHOWN ARE APPROXIMATE.
 2. CONFIGURATION OF LATERAL SUPPORT SYSTEM IS UNKNOWN.

LEGEND

1+00 STATION DESIGNATION IN LINEAR FEET

- DB1 DOUBLE BITT & FOUNDATION
B2 BOLLARD & FOUNDATION
C3 CLEAT & FOUNDATION
DECK LOADS PROHIBITED
DECK LOADS SHALL NOT EXCEED 100 PSF

MOORING FITTING & FOUNDATION CONDITION RATING

- INACCESSIBLE
NO DETERIORATION
MINOR DETERIORATION
MODERATE DETERIORATION
SEVERE DETERIORATION



MARINE SOLUTIONS

ONSITE: APRIL 2, 2018

JOB NUMBER:

18-9045

TASK ORDER: 006



UNDERWATER AND ABOVE WATER STRUCTURAL
INSPECTIONS AND ASSESSMENTS
SAN JUAN, PUERTO RICO

SAN JUAN, PUERTO RICO

NAVY FRONTIER WHARF
PARTIAL FACILITY PLAN
STA 8+50 TO 12+30

FIG. NO.

C-3

Appendix D

Inspection Notes



STATION	DISTANCE FROM FASCIA	ELEMENT	NOTE	PHOTO
0+00 TO 1+36	0 TO 12'	BITUMINOUS DECK	THE DECK FROM THE N SIDE OF THE SSP BKHD IS A BITUMINOUS ASPHALT WEARING SURFACE. IT HAS FRACTURED AND IS ERODING AWAY/HAS ERODED AWAY COMPLETELY, CREATING A GAP BETWEEN THE REMAINING TOP OF THE SSP & THE ASPHALT. THIS ASPHALT ^{GAP} IS TYPICALLY FILLED W/DEBRIS AND NON-ENGINEERED RUBBLE. THE REMAINING ASPHALT SHOWS SIGNS OF CONTINUED EROSION AND IS OF NON-UNIFORM GRADE.	
0+00 TO 1+36	0	SSP	FROM MLW TO THE TOP OF THE SHEETS, THE SHEETS EXHIBIT UP TO 100% SL, ARE BENT AND MISALIGNED AND GENERALLY NON-FUNCTIONAL. THE TOPS OF THE SHEETS ARE EXTREMELY SHARP AND SHOULD BE CORTONED OFF SO PEOPLE DONT ACCIDENTALLY TRIP AND IMPALE THEMSELVES.	

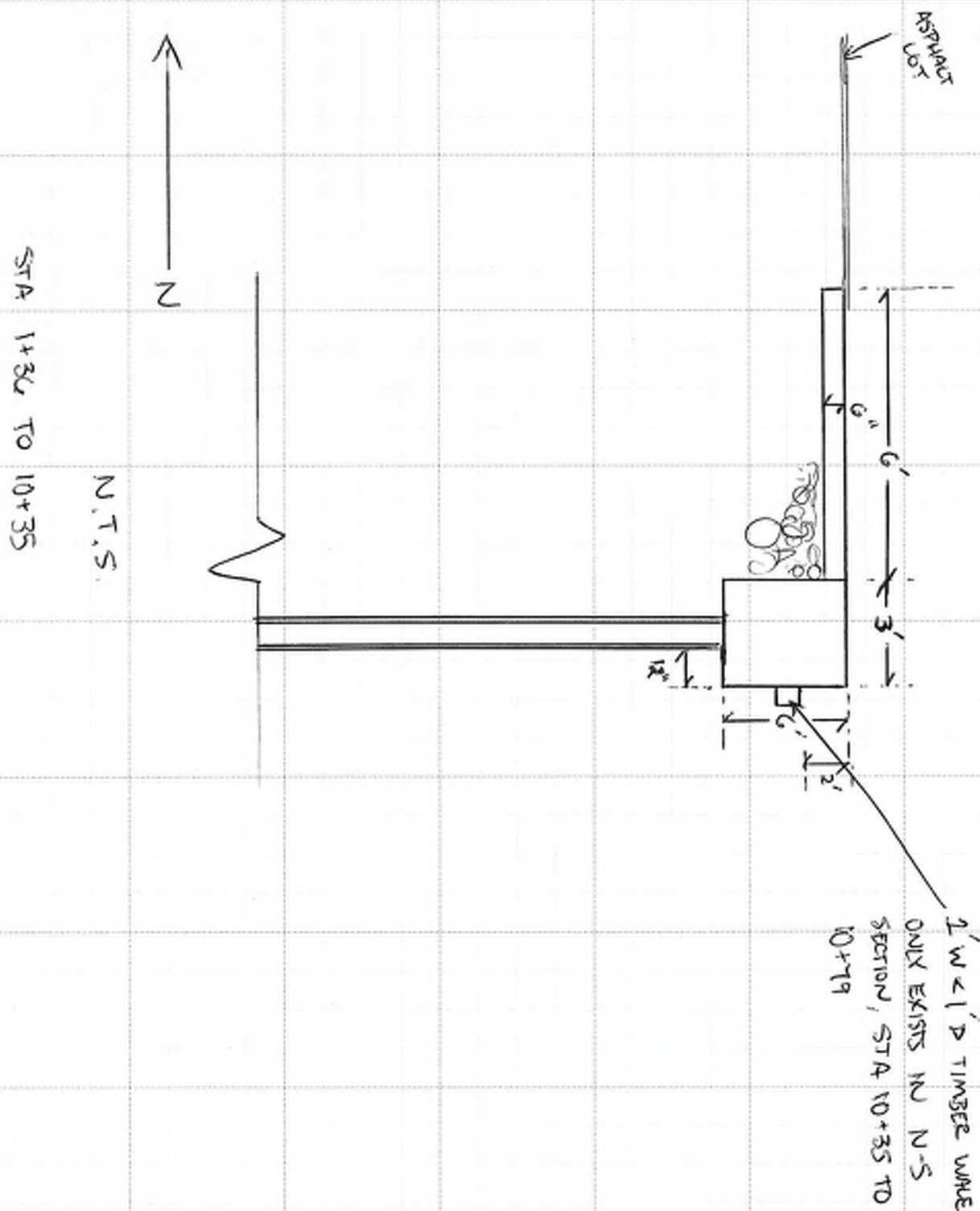
STATION	DISTANCE FROM FASCIA	ELEMENT	NOTE	PHOTO
1+35	10'	SOLAR LIGHT	SOLAR LIGHT SHEARED OFF @ CONNECTIONS LAYING ON DECK	1
1+36 TO	0 TO 3'	SHEET PILE CAP	REINF. CONC. CAP ON SSP 3' W BEGINS, TYP. EXHIBITS MOD TO MOD ^{W/OCCASIONAL EXPOSED REINF.} CORNER SPALLING W/EX. FULL INTERMITTENTLY, INTERMITTENT SURFACE SPALLS, + RANDOM MAP CRACKING UP TO 1/4" W. MOORING HW REGULARLY SPACED ON CAP W/OCCASIONAL FENDER TIRE HUNG BY CHAINS FROM CAP, TYP. MECHANICAL SPALL @ CHAINS	
1+36 TO	3' TO 9'	CONCRETE SLAB	SLAB IMMEDIATELY TO N OF SSP CAP 6" D x 6' W, LEVEL W/ TOP OF CAP, TYP EXHIBITS RANDOM MAP CRACKING UP TO 1/4" W, TYP MIN TO MOD CORNER SPALLS @ N EDGE OF SLAB WHERE IT MEETS ASPHALT LOT.	
1+36 TO	9' TO 36'	ASPHALT LOT	TYP EXHIBITS WIDESPREAD CRACKING + EROSION OF SURFACE LAYER/WEARING SURFACE W/ EXPOSED LARGE AGGREGATE, DEPRESSIONS PRESENT W/ VISIBLE WATER POOLING + GAP BETWEEN CONC. SLAB + ASPHALT (VERTICAL SETTLEMENT) TYP UP TO 2".	
1+36 TO 1+71	3' TO 9'	CONCRETE SLAB	SLAB IS SETTLED UP TO 14" DUE TO UNDERMINING OF FILL, SLOPES UP TO THE E	2, 3
1+40	0 TO 3'	MISSING HW + BASE PLATE - SHEET PILE CAP	MISSING HW + BASE PLATE W/ EXPOSED REINF. + SPALLING UP TO 3" D	4
1+48	0 TO 3'	BOLLARD	9" MIN Ø, 28' H BOLLARD ON 3' x 5' x 0.3' D CONC. PEDestal W/ 4 CONNECTIONS, NOT INSPECTED/INACCESSIBLE. UP TO 30% CL, 1/16" PITTING, <10% SL MINOR	5

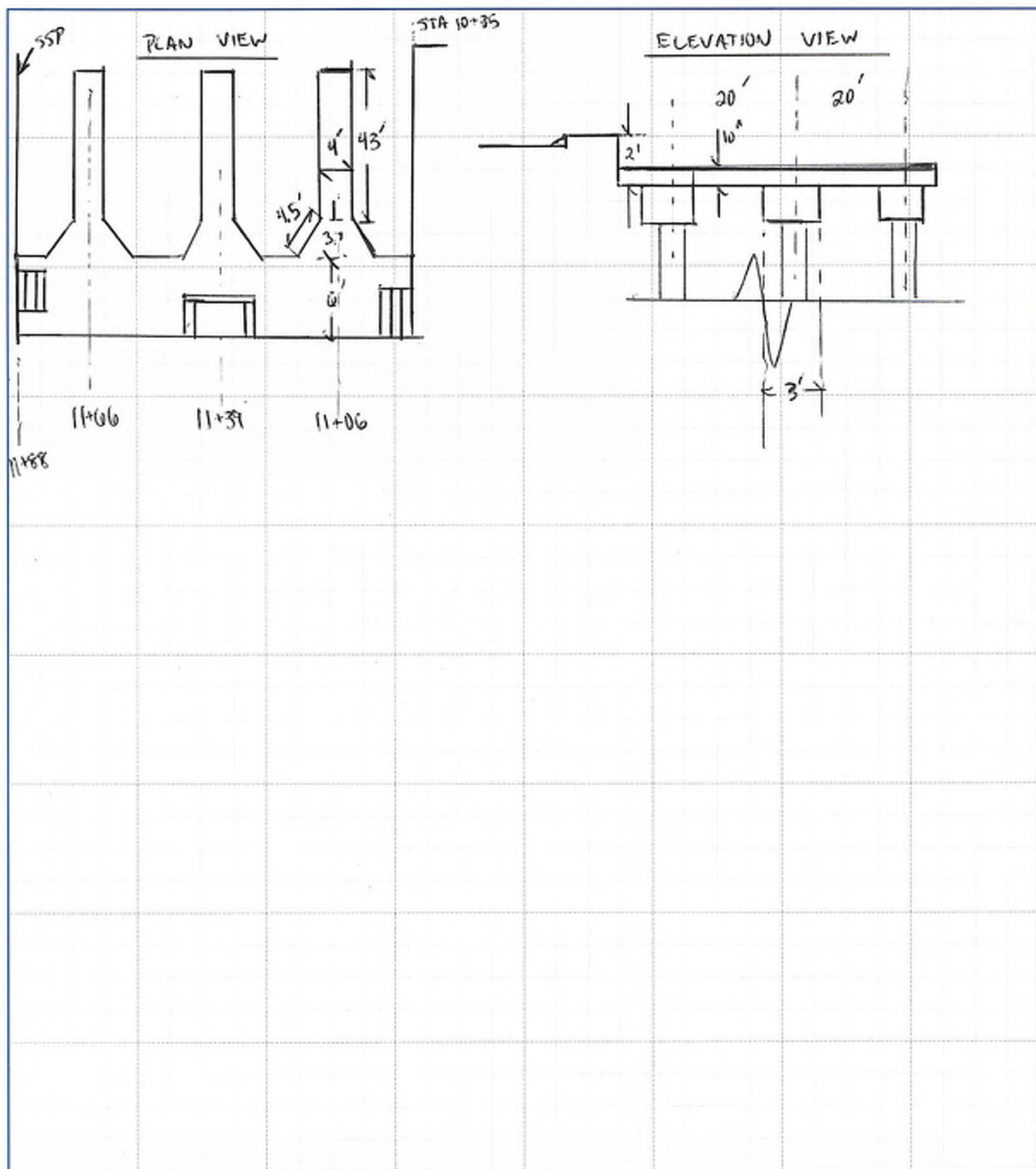
STATION	DIST. FROM FASCIA	ELEMENT	NOTE	PHOTO
1+36 TO 1+46	0' 9'	CONC. SLAB	3" GAP BETWEEN ASPHALT + SLAB (N TO S VERT.), 1" GAP BETWEEN SLAB + CAP DUE TO SETTLEMENT	6, 7
1+54 TO 1+59	4.5' TO 9'	DRAINAGE GRATE	2' x 3.5' GRATE ON 5' x 4.5' PEDESTAL, PEDESTAL SHOULD BE FLUSH W/ SLAB BUT IS VISIBLE 6" H ON W SIDE DUE TO SETTLEMENT OF SLAB. GRATE IS SEV	8
1+68.5	0	CAP	- CORR 50% SL, 90% CL 3.6' L x 1.5' W x 4" D SPALL ON CORNER OF CAP W/ EXPOSED REINF. UP TO 50% SL OF STEEL.	9
1+76.5	6'	MAINTENANCE ACCESS HATCH	3' W x 3' L MAINTENANCE HATCH ON CONC. SLAB, 15% CL, 10% SL	10
1+87	0	CAP	4' L x 2' W x 4" D SPALL S CORNER W/ EXPOSED REINF. 30% SL	11
1+91 2+91 4+91 5+92	0 TO 2'	BIT	BIT ON CAP @ FASCIA, 5' x 2' x 3" BASE, BITS 1.5' TALL x 13" Ø 2 BITS 3' O.C., UP TO 20% CL, < 10% SL - CORR., 10 CONNECTIONS, NOT ACCESSIBLE. SPALLING OF CAP AROUND BASE FULL WIDTH	12, 60, 66, 69
1+96 TO 2+12	4' 8" TO 7' 8"	UTILITY BOX	TRAPEZOIDAL CONC. UTILITY BOX, ELEC. + WATER 16' L x 3' W x 3.6' T W/ 20% CL + SPALLING AROUND WATER UTILITY HOLE	13
2+16, 2+19.5, 2+23, 2+33, 2+36.5, 3+15, 3+18, 3+21.5, 3+31.5, 3+35, 4+41, 5+26.5, 5+30, 5+33.5, 5+43.5, 5+47, 6+52, 7+40, 7+41, 7+44.5, 7+51.5, 7+58	5.3' 8' 6.3, 9+50, 9+53, 9+56.5, 9+66.5, 9+69	UTILITY ACCESS HATCH	UTILITY HATCH/PLATES 3' L x 2' W TYP. EXHIBIT UP TO 30% CL, 15% SL PRIMARILY @ EDGES, HANDLES TYP SEV - RUSTED I.P. OR NON-FUNCTIONAL. LOCATED ON SLAB	14 TO 41 (CHRONOLOGICAL)

STATION	DISTANCE FROM FASCIA	ELEMENT	NOTE	PHOTO
2+87 3+88, 4+94, 6+00, 7+06 8+11.5, 9+17 10+10	6.0'	UTILITY ACCESS HATCH	3' L x 3' W UTILITY HATCH ON SLAB, TYP. EXHIBITS UP TO 30% CL, UP TO 15% SL, HANDLES TYP. SEV - RUSTED I.P. OR NON-FUNCTIONAL	42 TO 49 (CHRONOLOGICAL)
2+63, 3+08, 4+74, 5+80, 7+91.5, 8+97 9+88	5.8'	UTILITY ACCESS HATCH	9' L x 2' W UTILITY ACCESS HATCH ON SLAB, TYP. EXHIBIT UP TO 30% SL, UP TO 1/8" PITTING, 1/2" DIAM., UP TO 25% SL. HANDLES TYP. SEV. - RUSTED I.P. OR NON-FUNCTIONAL	50 TO 56 (CHRONOLOGICAL)
2+23.5	0	CAP	SPALL @ FASCIA 3' L x 1.5' W x 3" D W/ EXPOSED REINF., UP TO 100% SL	57
2+41, 3+40 4+41, 5+42 6+43	1'	CLEAT	CLEAT W/ HORNS 12.5", 4 CORN. NOT ACCESS.; UP TO 80% CL, UP TO 1/8" PITTING, 1/2" DIAM., <20% SL. 2.5" H x 15" L x 4" W BASE, TOTAL HORN LENGTH = 25"	58, 61, 65, 68, 70
3+90		BIT	TYP BIT, W/ <30% CL MOSTLY @ TOP OF BITS, SOME SPALLING @ SEPERATE CONC. FOUR	
2+71	0	CAP	① NW CORNER, UP TO 20% SL - CORR SPALL @ FASCIA 3' L x 6" W x 3" D W/ EXPOSED REINF. UP TO 50% SL	59
4+10	0	CAP	SPALL @ FASCIA 3.5' L x 1.5' W x 4" D W/ EXPOSED REINF. W/ UP TO 100% SL	62
4+20 TO 4+37	4'8" TO 7'8"	UTILITY BOX	TYP. TRAPEZOIDAL UTILITY BOX W/ UP TO 50% CL, SPALLING AROUND WATER UTILITY PIPE, SEV SPALL & 1/2" CRACK @ E LEG, EXPOSED REINF. W/ 100% SL	63, 64
4+96	7.2'	DRAINAGE SCUPPER	1.8' L x 1.0' W DRAINAGE SCUPPER W/ ASSOCIATED SPALLING @ N SIDE OF CONC. SLAB, ALSO CUT INTO ASPHALT 5' x 1'	67

STATION	DIST. FROM FASCIA	ELEMENT	NOTE	PHOTO
G+31 TO G+48, 8+43 TO 8+60	TYP	UTILITY BOX	TYP UTILITY BOX W/ < 10% CL, TYP SPALL SPALLING AROUND WATER UTILITY, SEV SPALL @ E LEG W/ EXPOSED REINF. 100% SL	71, 82
G+56 TO G+72	5'	CONC. SLAB	G' L x 4' W x 1/2" D PLATE COVERING SLAB, UNKNOWN UNDERNEATH	72
G+72	10'	DRAINAGE PIPE	6" Ø PIPE IN ASPHALT 1' N OF CONC. SLAB	73
G+20 TO 7+15		CONC. SLAB	UP TO 1/4" LONGITUDINAL CRACK RUNNING E TO W W/ ASSOCIATED SPALLING, PHOTO @ 7+03	75, 76
G+57	0	CAP	CORNER SPALL @ FASCIA 2' W x 2' L x 4" D W/ EXPOSED CORR. REINF.	74
G+93 ✓	0	PEDESTAL FOR MOORING HW	PEDESTAL 2' L x 2' W x 3" H W/ NO HW	77
7+35	0	SPALL/CAP	SPALL @ FASCIA 2' L x 1' W x 4" D W/ EXPOSED REINF, HAS BEEN FLED W/ CONC. PATCH, INEFFECTIVE	78
7+43, 8+44 9+45	1	CLEAT	TYP. CLEAT, NO CL	79, 82, 87
7+80	0	CAP	SPALL @ FASCIA 4' L x 1' W x 4" D W/ EXPOSED REINF. W/ UP TO 20% SL, IN AREA W/ FAILED PATCH	80
7+93, 8+95, 9+95	0 TO 2	BIT	TYP BIT, NO CL	81, 83, 88
9+00	0	CAP	SPALL @ FASCIA 3' L x 1' W x 4" D W/ EXPOSED REINF. UP TO 100% SL, @ CHAIN	
9+31 TO 10+34	0	CAP	SPALL @ FASCIA UP TO 1' W x 4" D W/ EXPOSED REINF. W/ 100% SL, INTERMITTENT FAILED PATCHES	84, 85, 86

STATION	DIST. FROM FASCIA	ELEMENT	NOTE	PHOTO
10+29	0 TO 2'	BIT	2 BITS ON PLATE 2'W x 5'L, SPACED 3' O.C., MIN. DIAM OF 1/4", 1.8'H, W/2 HORNS 5" L. <10% CL, <30% SL - CORR. 10 CONN. - SEV DUE TO CORR	89
10+31	5'	SOLAR LIGHT	TYP. SOLAR LIGHT, UP TO 50% CL @ BASE W/ UP TO 30% SL, UP TO 100% SL OF CONN. @ TOP OF LIGHT	90, 91
10+38, 10+57, 10+75, 10+26	1' 3' TO 4'	CLEAT CONC. SLAB	8"x8" 2 x 2" H BASE W/ TOTAL HORN LENGTH OF 1', <10% CL, CONN. UNKNOWN ASPHALT SPILLED ON SLAB, RUSTED/ CORRODED METAL CONTAINED W/IN	92, 96, 97
10+26 10+10	9'	ASPHALT	RAMP FROM ASPHALT TO CONC. SLAB, ASPHALT SEV. CRACKED @ RAMP	93
10+26	9' TO 14'	DRAINAGE GRATE	GRATE 2'W x 3.5'L CAST IN CONC. PEDESTAL, 100% CL, MINOR CORROSION	94
8+48 TO 10+50	9'+	ASPHALT	ASPHALT BEGINS SETTLING TO A MAX OF 2.1' BELOW TOP OF CONC. SLAB @ STA 10+33, JOINT BETWEEN ASPHALT + SLAB OVERGROWN W/ VEG., PATCH BETWEEN JOINT INTERMITTENT + NON-FUNCTIONAL BEGINNING @ STA 8+48, PVC PIPE INTERMITTENTLY EXPOSED BELOW CAP. @ 10+33 ASPHALT IS MISSING @ CORNER	95
10+78	0.5' TO 2.5'	BIT	2 BITS SPACED 3' O.C. ON 2' x 5' x 3" BASE, 1.8'H x 13" @ W/ 10 CONN. ALL SEV	96
10+35 0+32	0 TO 3'	CAP SLAB	CAP TURNS @ 90° & RUNS N TO S, SLAB ENDS	





STATION	DIS. FROM FASCIA	ELEMENT	NOTE	PHOTO
0+03 TO 0+19.5	111.5 TO 111.5 91.5 TO 111.5	BOLLARDS	2 LARGE BOLLARDS 3.6'H X 1.5' Ø SPACED 8' O.C. ON BASE 16.5'W X 19.5'L X 1.3'H W/ < 10% CL, < 10% SL. 8 CONNECTIONS NOT ACCESSIBLE. BOLLARD BASES 4'X4'X4" IN BETWEEN BOLLARDS 8 CONNECTIONS FOR 3 RD BOLLARD I.P., CONNECTIONS MINOR. BOTH BOLLARDS HAVE 4.5' HORN ON N SIDE	1 TO 4
0+58	40'	BITS	2 BITS ORIENTED N TO S, UP TO 30% CL, UP TO 20% SL, SPACED 3' O.C., 1' Ø, 18" H. BASE IS 2'W X 5'L. CONN. NOT VISIBLE	5
10+34	116.5	BOLLARDS	2 LARGE BOLLARDS 3.6'H X 1.5' Ø EACH W/ A 4.5' HORN ON N SIDE. 111.5 EACH ON 4'L X 4'W X 4"D BASE, W/ 8 CONN. NOT ACCESSIBLE / COVERED IN GROUT. BOLLARDS ARE MINOR, NEW COATING, NO VISIBLE SL. SPACED 8' O.C., W/ 8 CONNECTIONS - ALL MIN - IN BETWEEN. CONCL. PEDESTAL 17'W X 19.5'L X 12" H.	6 TO 10

STATION	DISTANCE FROM FASLA	ELEMENT	NOTE	PHOTO
10+86 10+35 TO 11+88	0	ELEC. UTILITY LINE. 7/8" Ø PVC	ELEC. UTILITY LINE WRAPS AROUND S FACE OF CAP, W/3 LINES BEGINNING @ STA 10+86. AND ENDING @ STA 11+88. LINES HAVE MULTIPLE OUTLETS, SHORE POWER BOX @ STA 11+37.5, SOLAR LIGHT @ STA 10+83.	1, 2, 3
10+93	0 TO 6	WATER LINE 2.5" Ø SCH 40 PVC PIPE	WATER UTILITY RUNNING FROM CAP, AROUND STAIRS, INTO WATER, ABANDONED I.P.	4
10+35 TO 10+81	0	TIMBER WALE	TIMBER WALE BEGINNING 2' BELOW TOP OF CAP, SEV UP TO 100% SL	5
10+90	0 TO -3	STAIRS	CONC. STAIRS TO PILE SUPPORTED PLATFORM, MIN.	6
10+90 TO 11+88	0 TO -6'	CONC. PLATFORM	RANDOM HL CRACKING ACROSS DECK, UP TO 1/16" W. 2"x6" TIMBER CURB ACROSS S EDGE OF PLATFORM EXCEPT BETWEEN FINGER PIERS 2+3 W/ FENDER TIRES SECURED TO CURB. PLATFORM MINOR	7, 8
10+90 TO 11+88	0 TO +3'	CONC. CAP	CAP RUNNING E TO W IS COATED IN PAINT, NEGLIGIBLE CL, CAP IS MIN. MIN SURFACE WEAR. TO N OF CAP IS ASPHALT LOT, UP TO 6" W X 1' D VOID BETWEEN ASPHALT + CAP.	9, 10
11+88	0 TO -3'	STAIRS	CONC. STAIRS FROM TOP OF CAP TO PILE SUPPORTED PLATFORM, MIN.	11
11+88 TO	0 TO 3'	CONC. CAP	CAP TURNS BACK TO S, SAME MINOR CONDITION. WATER UTILITY VISIBLE @ E EDGE OF CAP BETWEEN BUILDING.	12
12+00, 12+18, 12+36	1'	CLEAT	8" W X 8" L X 1.5" D BASE W/ 1' HORN W/ 4 CORN. NOT INSPECTED. < 10% CL, < 10% SL, MIN.	13, 14, 15
11+88, 12+05, 12+22.5, 12+40.5	1'	ABANDONED MOORING HORN OR COLUMN	BASE PLATE FOR ^{HW} ABANDONED I.P., ^{OR COLUMN} COATING IN TACT W SPACING UP TO 2" D AROUND BASE.	16, 17, 18, 19

STATION	DISTANCE FROM FASCIA	ELEMENT	NOTE	PHOTO
12+41 TO 12+64	0	CONC. CAP	CAP / TURNS BACK E-W, TERMINATES @ FENCE @ 12+64	20
11+12, 11+59	3'	WATER UTILITY ACCESS	WATER UTILITY ACCESS CAST INTO CONC.	21, 22
11+06	6' TO 53'	FINGER PIER 1	FINGER PIER H'D W TO E, FINGER PIER 1 PERIMETER HAS TYP. 2"x6" TIMBER CURB W/ TIRE FENDERS FULL PERIMETER. ABANDONED HW PLATE W/ SEV CORR. LOCATED 9' FROM FASCIA, 29.5' & 49'. DECK HAS SEVERAL LOCATIONS W/ UP TO 1/4" CRACKING + ASSOCIATED SURFACE SPALLING, @ 9', 12', 29', 52'. BEGINNING OF CORNER SPALLS / INCIPENT / CLOSED SPALLING @ 18.5 + 34. PADKEYS W/ CHAINS @ 12' FROM FASCIA ON E + W SIDES, & 46' FROM FASCIA. WHOLE TOPDECK MOD.	23, 24, 25, 26, 27,
11+38.5	6' TO 53'	FINGER PIER 2	FINGER PIER 2 PILES OFFSET FROM @ OF PIER, PILES @ 11+39. W + S FACE OF PIER HAVE TYP. TIMBER CURB W/ FENDER TIRES. TRAPEZOIDAL SECTION OF PIER EXHIBITS CRACKING E TO W + N TO S, UP TO 1/16". PILES COME THRU DECK / ATOP DECK W/ PILE CAP W/ BROKEN PILES UPSIDE-DOWN ON TOP. E FACE OF PIER HAS FENDER TIMBER WALE 6"x8" W/ UP TO 30% SL - SPLITS, CHECKS, & ROT. FENDER WALE IS DETACHING FROM PIER - HW HAS SEV CORR. & S-MOST WALE IS MISSING. PADKEYS @ 12' & 47.5' FROM FASCIA, E + W SIDES. PLATES W/ SEV CORR. @ 9.5', 28' FROM FASCIA. CORNER SPALL @ S END OF PIER 42.5' FROM FASCIA, 8.5' L x 1' W x 2.5' D W/ EX. REINF.	28, 29, 30, 31, 32

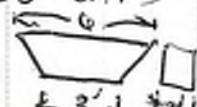
STATION	DIST. FROM FASCIA	ELEMENT	NOTE	PHOTO
11466	6' TO 53'	FINGER PIER 3	PIER EXHIBITS UP TO $\frac{1}{2}$ " CRACKING, ISOLATED ① TRAPEZOIDAL AREA OF PIER. W FACE OF PIER W HAS TIMBER FENDER WALE W/SEV CORR. HW, UP TO 30% SL OF TIMBER CHECKS, SPLITS, ROT, S-MOST WALE MISSING. E + S FACE OF PIER HAS TYP. TIMBER CURB W/FENDER TIRES. CLOSED CORNER SPALL FROM 15' TO 27' FROM FASCIA, 6" WIDE. PADYES ON E + W SIDE @ 12', 30.5', + 47.5' FROM FASCIA, SPALL 18" DIAM. UP TO 1.5" D 28.5' FROM FASCIA IN SURFACE OF DECK.	33, 34, 35

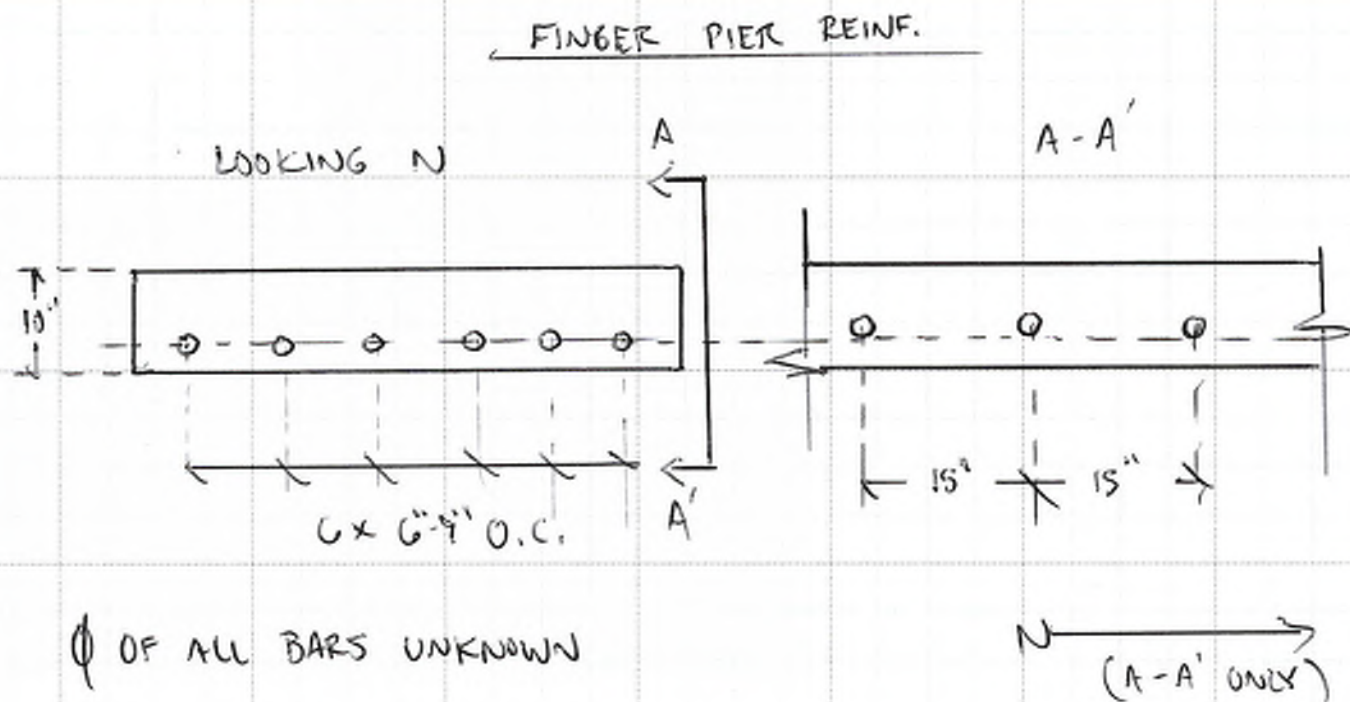
STATION	ELEMENT	NOTE	PHOTO
2+70, 4+38, 5+11 6+65 70	FENDER PLATES	FENDER PLATES IP, FOR RUBBER FENDER, PLATES MISSING BOTTOM CONN. & ARE LOOSE. FENDER SHEARED OFF PLATES, PLATES + CONN. SEV - CORR	15, 24, 25
3+41	YOKOHAMA FENDER '1'	FENDER HUNG BY ROPE FROM CLEAT, MIN FENDER CONN. PLATES HAVE MOD. CORROSION. 6' x 4' @	1
3+51	FENDER STYLE 1	FENDER ATTACHED TO CAP BY RUBBER/ELASTOMERIC ARMS. ARMS EXHIBIT CRACKS @ TOP UP TO 1" W ISOLATED < 1' FROM FASCIA. CONN. APPEAR LOOSE, GAP BETWEEN ARMS + CAP UP TO 1" W FULL HEIGHT. MAIN FENDER PLATE ALSO CONNECTED TO DECK PADEYE W/ CHAIN, CHAIN FAILED 100% SL. PLATE IS "T" STEEL W/ PLASTIC ARMOR PLATING S SIDE, MISSING UP TO 33% OF ARMORING. PLATE EXHIBITS UP TO 50% CL, < 10% SL - CORR.	2
5+15	FENDER STYLE 1	TYP. FENDER, SEV - W PLATE ARM 2'-3" GAP, E PLATE ARM 10" GAP. CHAIN FAILED, HANGING LOOSE FROM FAILING CONN., MISSING 90% OF PLASTIC ARMOR.	3, 21, 22
6+26 TO 6+35	YOKOHAMA STYLE '2'	FENDER 15' x 4' @ SUSPENDED FROM SHACKLES + CHAINS @ 1" @ SS BOLTS THRU CAP. FENDER + CONN. MIN	4
6+73 TO 6+90	YOKO. '2'	TYP. YOK 2, PADEYE CONN. @ CAP SEV - BENT TO S, W CHAIN TOO SHORT. FENDER MIN.	5

STATION	ELEMENT	NOTE	PHOTO
7+46	FENDER STYLE 1	TYP. FENDER 1, CHAIN 100% SL, CRACKS IN ARMS UP TO 1/4", CONN. ARE TIGHT, MISSING 60% OF ARMORING	6, 28
7+93	YOKOHAMA '2'	TYP. MIN YOK, HUNG ON BIT BY CHAIN	7
8+28	FENDER STYLE 1	TYP. FENDER 1, CHAIN MISSING, CRACKS IN ARMS UP TO 1" W, CAP CONN. TIGHT, MISSING 90% ARMORING	8, 30
8+95	YOKOHAMA '2'	TYP. MIN YOK, HUNG ON BIT BY CHAIN, CHAIN TYP MOD-CORR.	9
9+07 & 9+09	FENDER HW	I.P. W/CHAIN W/100% SL, NO FENDER	10
9+63 TO 9+81	YOKOHAMA '2'	TYP. YOKOHAMA '2', SUSPENDED BY CHAINS FROM PAD-EYES ON FASCIA 2' BELOW TOP OF CAP. FENDER IS SEV - W SIDE OF FENDER SHEARED FULL CIRCUMFERENCE OF CONN. DOWN TO FILLER MATERIAL	11, 12

STATION	ELEMENT	NOTE	PHOTO
1+35	CONC. CAP	1. CORNER SPALL FULL HEIGHT, 1' W x 2.5" D NO EXPOSED REINF.	13
1+55 TO 1+90	CONC. CAP	HORIZ. CRACK 1.5' BELOW DECK, CONTINUES DIAGONALLY DOWN UNTIL ENDING 2.0' ABOVE BOTTOM OF CAP, UP TO 1/8" W. ASSOCIATED SPALLING UP TO 3" W x 1" D.	
2+05	CONC. CAP	1/16" VERT. CRACK FROM JOINT BETWEEN CAP & CONC. SLAB EXTENDING 4' BELOW CAP TYP FINE SHRINKAGE CRACKS IN CAP	14
2+25, 2+35	"	2' H x 1.5' W x 2" D SPALL W/ EXPOSED REINF. UP TO 100% SL x 2 MID HEIGHT CAP	
2+47	"	2' H x 3' W x 2.5" D SPALL MID HEIGHT CAP	
2+90, 2+99, 3+03, 3+12, 3+25 TO 3+30	"	CLOSED VERTICAL CRACKS FULL HEIGHT 1/16" W, 1/2 HAIRLINE VERT. HL CRACKS x 3	15
3+35 TO 3+60	"	HORIZ. CRACK 1/16" 2' ABOVE BOTTOM	16
3+75	"	VERT. CRACK 1/8" TO 1/10" FULL HEIGHT	17
3+85 3+85	"	SPALL BEGIN 1' BELOW CAP 2' H x 1.5' W x 2.5" D W/ 100% SL ON BAR	18
4+05	"	VOID @ BOTTOM OF CAP DUE TO HONEYCOMBING 3' W, 6-8" H, 4" D FROM TOP OF CAP 3.5' H x 1' W x 2" D SPALL W/ EXPOSED BAR 100% SL	

STATION	ELEMENT	NOTE	Photo
4+25	CONC. CAP	SPALLING FROM MID HEIGHT UP 2'H x 1.5' W x 2.5" W/EXP. BAR 100% SL, CLOSED + OPEN INTERMITTENTLY EVERY 5'-10'	
4+55	"	VERT CRACK FULL HEIGHT, 1/8" (1) TOP NARROWING TO HL MID HEIGHT	19
5+00	"	SPALL 4' L x 1' H x 5" D (2) BOTTOM OF CAP, EXPOSED BAR	20
5+25	"	SPALL UP TO 5' W x 4' H x 2.5" D W/EXPOSED BAR 100% SL MID HEIGHT	23
5+30	"	SPALL 4' W x 4' H x 2" D W/EXPOSED REIN. 100% SL MID HEIGHT	
5+65	"	INCIPIENT SPALL 4' H x 2' W	
5+75	"	SPALL 4' H x 2' W x 2" D W/EXPOSED REIN.	
6+30, 6+40	"	SPALL 4' H x 1.5' W x 1.5" D, NO EXP. BAR x2	
6+57, 6+65	"	SPALL 2' W x 3' H x 2.5" D 100% CORRODED BAR	
6+90	"	SPALL 4' H x 3' W x 2.5" D, W/MISSING BAR	
7+15 TO 7+45	"	x 6 INCIPIENT SPALLS 4' H x 1' W x 2" D INTERMITTENTLY EVERY 5'-10'	26
7+15 TO 7+45	"	HORIZ. CRACK 2-3' BELOW CAP UP TO 1/16" W	29
7+43	"	VERT CRACK 1/16" TO CLOSED, FULL HEIGHT	27
7+60	"	VERT CRACK 1/8" FULL HEIGHT	28
8+45	"	VERT CRACK UP TO 1/16" W FULL HEIGHT	31

STATION	ELEMENT	NOTE	PHOTO
8+75 TO 8+95	CONC. CAP.	ABRASION / MECH. WEAR FULL HEIGHT UP TO 1" D	
8+50 TO 9+09		5 VERT SPALLS 1" D x 1' W x 3' H W/EXP. REINF. 100% SL	
9+25	CONC. CAP	2 SPALLS 1.5' BELOW CAP 2' H x 1' W x 2" D EXPOSED BAR 100% SL	
9+35 TO 9+41	" "	4 SPALLS 3' H x 1.5' W x 2" D W/100% SL OF BAR 4' O.C.	
9+63	" "	SPALL 6' W x 4' H x 2" D W/EXP. REINF. 100% SL	
9+78	" "	SPALL 3' W x 4' H x 2" D EXPOSED BAR 100% SL	
9+81	" "	SPALL 1' BELOW TOP OF CAP 3' H x 1' W x 2" D EXPOSED BAR 100% SL	
10+00 TO 10+20	" "	5 SPALLS UP TO 4' H x 1.5' W x 2" D W/100% SL OF BAR	32
10+20 TO 10+35	" "	LARGE SPALL FULL HEIGHT, 15' L x UP TO 4" D W/EXPOSED BAR 100% SL	33
10+	FINGER PIER 1	LOSS LOSS OF COVER + CONC. UP TO 5" D, 100% SL ON EXPOSED PRIMARY & NON-PRIMARY BAR. BAR CORRODED THRU, SEV, HANGING FROM DECK	34
	FINGER PIER 2		36
	FINGER PIER 3	CAPS HAVE CRACKS @ CORNERS UP TO 1/16" & RANDOM HL & MAP CRACKING - MIN ALL CAPS -	39
	PILE SUP. PLATFORM	CAPS UNDER PLATFORM ARE "HAMMERHEAD"	42, 43
			35, 37, 38



PILE SUPPORTED PLATFORM REINF.

SAME AS FINGER PIER, ROTATED 90°

STA	ELEMENT	NOTE	PHOTO
10+88 TO 12+41	CONC. CAP	MINOR	40, 41
12+41 TO 12+41 12+64	" "	4 SPALLS 2' H x 1' W x 2" D W/EXPOSED REINF. UP TO 100% SL.	

SMALL CRAFT BERTH
PILE INSPECTION NOTES



DAMAGE GRADE SCALE:

NI - Not Inspected - Not inspected, inaccessible or passed by.

ND - No damage.

MN - Minor - Mechanical or impact spalls up to 0.5 in. deep.

MJ- Major - Structural cracks 1/16 in. to 1/4 in. in width. Any corrosion cracks generated by strands or cables. Chemical deterioration: cracks wider than 1/16 in., "Softening" of concrete up to 1 in. deep.

SV - Severe - Structural cracks wider than 1/4 in. in width and at least partial breakage or loss of bearing. Corrosion spalls over any prestressing steel. Partial spalling and loss of cross section due to chemical deterioration.

STRUCTURE	ELEMENT	BENT	PILE	DAMAGE GRADE	COMMENTS	LEVEL II (check if Y)	WATER DEPTH (ft)	Top of Deck to WS	TIME RECORDED	DATE
Finger Pier 1	Pile	1	A	Minor	minor surface scaling on the NW	Y	25	5.7	1605	4/16/2018
Finger Pier 1	Pile	1	B	Minor	no visable defects					4/16/2018
Finger Pier 1	Pile	1	C	Minor	no visable defects					4/16/2018
Concrete Platform	Pile	1	D	Minor	no visable defects					4/16/2018
Concrete Platform	Pile	1.6	D	Minor	no visable defects					4/16/2018
Finger Pier 2	Pile	2	C	Minor	no visable defects					4/16/2018
Finger Pier 2	Pile	2	B	Minor	4' above ML pile has 1/16" HC along the west half with a face starting CL on south face wrapping to CL of the N. with spalling upto 4"H x 2"D , no exposed rebar. soft concrete full height of pile. west					4/16/2018
Finger Pier 2	Plie	2	A	Minor						4/16/2018
Concrete Platform	Pile	2.5	D	Minor						4/16/2018
Finger Pier 3	Pile	3	C	Minor						4/16/2018
Finger Pier 3	Pile	3	B	Minor		Y	13	5.6	16:42	4/16/2018
Finger Pier 3	Pile	3	A	Minor						4/16/2018
Concrete Platform	Pile	3.2	D	Minor						4/16/2018

NAVY FRONTIER WHARF

DIVE INSPECTION NOTES

D-20



DAMAGE GRADE SCALE:

ND - No damage.

MN - Minor - less than 50% affected by corrosion, up to 15% loss of section.

MD - Moderate - more than 50% affected by corrosion, 15 - 30% loss of section

AD - Advanced - Visible reduction of wall thickness, 30 to 50% loss of section.

SV - Severe - Structural bends or buckling, breakage or displacements. Loss

of thickness exceeding 50% at any location.

STRUCTURE	DAMAGE GRADE	STATION	COMMENTS	LEVEL II (check if Y)	DATE
	Severe	0+00	where ssp meets up with next facility to the west there is approx 6" gap full height x 1' deep exposing fill, with active loss of fill.	Y	4/9/2018
SSP Bulkhead	Severe	TYP	marinxe growth 2" thick, pits upto 1/4" deep at the top 1/16" at M/L, perforations on outside coners from HWL to -3' up to 4'H x 1'W visable rubble fill.		4/9/2018
SSP Bulkhead	Severe	1+00	mid hight, pits up to 1/4" deep and 1/2" dia, M/L pits 1/8" deep and 1/4" dia.		4/9/2018
SSP Bulkhead	Severe	1+35	hole in sheet 15"h x 18"w x 8"d, 22" below the cap. 4" of exposed RCP at bottom of hole.		4/9/2018
SSP Bulkhead		1+50	16" below the cap 24" RCP cast into SSP, squar cut out is 32"w x 36"h area around the pipe is formed concrete		4/9/2018
SSP Bulkhead		TYP			4/9/2018
SSP Bulkhead		11+00	C channel tie-back beam w/ exposed tie rods, located directly underneath cap beam. Exposed height of 7' of SSP. Lots of laminar rust and coral on C-Channel Tie-Rod at STA 11+08, rods spaced 15' O.C.. At top, 100% Coating loss, rust scaling and heavy pitting, 1/8" to 3/16" pitted. flanges probably 1/2" nominal, web probably 3/8" nominal	Y	4/12/2018
SSP Bulkhead		10+35	impact damage at corner of ssp, wale deflects down up to 18", hit from S face		4/12/2018
SSP Bulkhead		10+89	tie rod @ 10+92, sheets turn N to S at 10+89, tie rod @ 10+86 appears to be completely deteriorated, 10+78 tie rod exhibits surface deterioration and laminar rust. 10+70 tie rod angled NW at 45, 10+ 62 tie rod angled NW at 45, 10+54 tie rod angled to SW. Rod may be loose on other side. 15% sl of rod		4/12/2018
SSP Bulkhead			SSP appears fine, 1" to 2" of coral growth.		4/12/2018
SSP Bulkhead		10+47	outfall, top of outfall in line with underside of Wale beam, 36" diam RCP 2-3" annulus fines and ot tie rod angled to SW, 12her fill behind wall near outfall. Topside sinkhole may be due to fill loss around outfall. SW oriented Tie rod located here.		4/12/2018
SSP Bulkhead		10+35	typical conditions out to SW corner. ML Depth is 28' at SW corner		4/12/2018
SSP Bulkhead		10+15	wale beam continues, heavily deteriorated. Legs on upper and lower 'C' have deteriorated down to nothing. Next tie rod located at 10+15		4/12/2018
SSP Bulkhead		10+07	next tie rod located, tie rods spaced 8' o.c. Last 2 tie rods non functional completely deteriorated		4/12/2018
SSP Bulkhead		09+99	another tie-rod, unquantifiable deterioration of tie rod. Rods are 3" diameter, nuts have greater than 50% sl. Severely corroded, C channel leg still 100% SL. All steel heavily pitted, esp. on outside flanges, 1/8" to 3/16" is typ. Leg on lower C-channel is completely deteriorated, upper leg in tact.	Y	4/12/2018
SSP Bulkhead		10+00	4" w x 10" H hole on web, 5" H x 3" W hole outer flange		4/12/2018
SSP Bulkhead		10+00	knuckle to knuckle outside flanges (2 sheets) = 2'8", depth of sheets 1', flange width 10"		4/12/2018
SSP Bulkhead		9+50	tie rod @ 9+50, 10 to 20% SL of nut and various components, nut is mod to maj. @ 9+75, C channel legs gain section. Plate for rod is 10 " x 10 " x 1" T, nut is 4" x 4" x 2" T, 2.25" to 2.5" diam rod.		4/12/2018
SSP Bulkhead		9+00	70% SL on tie rod nut at top, disintegrated, 8' off ML there's a ledge-former ML, 1/16" to 1/8" pitting on inside flange at bottom, 1/8" to 3/16" pitting outside flange. All surfaces midwater up to 3/16" pitting, UT readings unsuccessful mid water.	Y	4/12/2018
SSP Bulkhead		8+90	tie rod in mod to maj condition		4/12/2018
SSP Bulkhead		9+50	Mod tie rod at 9+50		4/12/2018
SSP Bulkhead		10+33	spall in cap just above wale beam 3' L x 1.2' H x 0.4' D, mechanical spall due to impact.		4/12/2018
SSP Bulkhead		10+35	spall in cap closed mech. Spall on E side (N to S stationing) 5' L x 0.6' H x 0.7' D. Outside chamfer spall		4/12/2018
SSP Bulkhead		8+40	Tie-rod in moderate to major condition with 30% section loss of nut.		4/13/2018
SSP Bulkhead		8+00	Tie-rod severely corroded with 100%SL of anchor nut, 40%SL of tie-rod end with heavy pitting, outside flange is heavily pitted up to 0.25-in deep, Inside flange pitted 1/8-in to 3/16-in deep, web is heavily pitted up to 0.25-in deep x 0.5-in diameter.	Y	4/13/2018
SSP Bulkhead		7+95	Tie-rod anchor bolt with Severe 100%SL of anchor nut, 40%SL of tie-rod end with heavy pitting		4/13/2018
SSP Bulkhead		7+90	Tie-rod anchor bolt with Severe 100%SL of anchor nut, 100%SL of tie-rod end.		4/13/2018
SSP Bulkhead		7+00	outside flange is heavily pitted up to 3/16-in deep x 1/2-in dia., Inside flange heavily pitted 1/8-in deep, web is heavily pitted up to 0.25-in deep x 0.5-in diameter. SL is less severe and growth is easier to clean near ML. Grout deposit at ML.	Y	4/13/2018
SSP Bulkhead		6+00	outside flange is heavily pitted up to 3/16-in deep x 1/2-in dia., Inside flange heavily pitted 1/8-in deep, web is heavily pitted up to 0.25-in deep x 0.5-in diameter. SL is less severe and growth is easier to clean near ML. Grout deposit at ML.	Y	4/13/2018
SSP Bulkhead		5+00	outside flange is heavily pitted up to 3/16-in deep x 1/2-in dia., Inside flange heavily pitted 1/8-in deep, web is heavily pitted up to 0.25-in deep x 0.5-in diameter. SL is less severe and growth is easier to clean near ML. Grout deposit at ML. Top of pile, web has a surface coat of corrosion bi-product that highlights extent of pitting - photo taken.	Y	4/13/2018
SSP Bulkhead		2+25	impact damage effecting 4 sheets, outboard flange pushed in about 6", no holes in sheets, runs to 11' below surface		4/16/2018
SSP Bulkhead		2+10	sheet where web faces to west, starting 1.' below bottom of cap web is crumbled/torn, outboard flange slightly deflected and hole present. Effected area is 6' high, full depth of web. At top of effected area, hole 1' high, 8" wide		4/16/2018
SSP Bulkhead		2+20	photo 2' H x 3' W hole at 28', in outboard flange and web		4/16/2018

NAVY FRONTIER WHARF
DIVE INSPECTION NOTES

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			26' below surface, holes present in sheets on outboard flange and web. Top of all holes at 25'. 4 holes. 1st hole on W, 2' H x 16" W. 2nd hole 2' H x 16" W. 3rd Hole 12" H x 8" W. 4th hole 1' H x 1' W. Can probe up to 2' deep. Hole at top 2' below cap on inside flange, web and outside flange. knuckles i.p. sheets are deformed right below cap due to impact damage. max depression pushed in at 9', 1 knuckle separated 2'H up to 1" W. effected area is 7 sheets wide. sheets pushed in approximately 2' in hemispherical depression. deflection in sheets stops 22' below surface.		4/16/2018
SSP Bulkhead		3+90			
SSP Bulkhead		4+00	holes at web and outer flange in ML, rest of sheets exhibit up to 1/4" pitting, pitting on top of pitting, across entire surface of sheeting.	Y	4/16/2018
SSP Bulkhead		3+25	2" diameter hole 3 ft below top of cap		4/16/2018
SSP Bulkhead		3+00	2" w x 10" L hole at web at top	Y	4/16/2018
SSP Bulkhead		2+85 to West	perforations along top of sheets, holes, and creases, sheets appear pushed in/impacted with some buckling of the webs, along top 8'. Sheets		4/16/2018
SSP Bulkhead		2+00	3 feet down from cap 2'H x1'W ara of heavy pitting with up too 100%/l with perforation in the web		4/16/2018
Tie Rods		ALL	Maj to Sev Deterioration is typ. 50 to 70% SL East of 9+00		
Tie Rod		ALL	square nut Connection		
Tie Rod		ALL	condition is typ mod to maj West of 9+00		
Sheets		ALL	Maj to Sev Deterioration observed beneath 1.0-1.5 inch thick hard marine growth. Surface of steel is heavily pitted with uniform SL from 15-30% with additional pitting 1/16 to 3/16 inches in depth resulting in SL at or approaching 50% (based on assumed nominal 0.5-inches flanges and 0.375-inch web). Localized areas where pitting is so extensive that UTM readings are unattainable. There exists a ledge of hard material in the pocket of the sheets approx. 8-ft above the ML, potential sign of previous bottom post-dredge. It appears as though the presence of the marine growth contributes to the corrosion of the steel.		
Tie Rod		All	Tie-rods consist of two 3x12 C-channels back to back straddling a 2.25-in tie rod with 4"x2" square nut. Tie rods typically Major to Severe corrosion and SL.		
Sheets		ALL	The hard ledge of material/previous bottom post dredge at 26' to 28' is more deteriorated than the rest of the sheets/paper thin.		

NAVY FRONTIER WHARF
ULTRASONIC THICKNESS MEASUREMENTS
STEEL SHEET PILES

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STRUCTURE	STATION	DAMAGE GRADE	INNER FLANGE AVERAGE UT			WEB AVERAGE UT			OUTER FLANGE AVERAGE UT (Average of 3 readings)			WATER DEPTH/TIME		ML DEPTH	Water Surface to Cap	Time	DATE
			Top	Mid	Mud	Top	Mid	Mud	Top	Mid	Mud						
SSP Bulkhead	0+00		0.29	0.455	0.23	0.205	0.275	0.285	0.28	0.3	0.345	Top	1'	24'	5	1430	4/9/2018
			0.165	0.22	0.175	0.195	0.335	0.285	0.145	0.295	0.345	Mid	11'				
			0.17	0.27	0.205	0.19	0.505	0.33	0.15	0.275	0.385	Mud	22'				
		AVG	0.208	0.315	0.203	0.197	0.372	0.300	0.192	0.290	0.358						
SSP Bulkhead	1+00	Severe	100% S/L	0.39	0.135	100% S/L	0.355	0.15	100% S/L	0.2	0.25	Top	top 4'	30'	5	1521	4/9/2018
			100% S/L	0.395	0.165	100% S/L	0.35	0.24	100% S/L	0.315	0.26	Mid	14'				
			100% S/L	0.395	0.16	100% S/L	0.2	0.14	100% S/L	0.365	0.255	Mud	28's				
		AVG	0.000	0.393	0.153	0.000	0.302	0.177	0.000	0.293	0.255						
SSP Bulkhead	2+00		0.12	0.12	0.345	100% S/L	0.14	0.325	0.195	0.195	0.54	Top	3	37	5.7	1515	4/16/2018
			0.145	0.205	0.34	100% S/L	0.195	0.32	0.14	0.2	0.485	Mid	18				
			0.135	0.19	0.345	100% S/L	0.19	0.325	0.155	0.19	0.49	Mud	34				
		AVG	0.133	0.172	0.343	0.000	0.175	0.323	0.163	0.195	0.505						
SSP Bulkhead	3+00		0.28	0.24	0.2	0	0.155	0.325	0.135	0.45	0.21	Top	2	35		12:25 PM	4/16/2018
			0.335	0.245	0.29	0	0.27	0.305	0.24	0.455	0.385	Mid	17				
			0.35	0.195	0.43	0	0.21	0.26	0.165	0.46	0.355	Mud	33				
		AVG	0.322	0.227	0.307	0.000	0.212	0.297	0.180	0.455	0.317						
SSP Bulkhead	4+00		0.225	0.27	0.2	0.195	0.26	0	0.22	0.205	0	Top	2	29	5.2	11:35 AM	4/16/2018
			0.245	0.29	0.285	0.215	0.265	0	0.27	0.24	0	Mid	15				
			0.195	0.32	0.195	0.175	0.225	0	0.225	0.25	0	Mud	25				
		AVG	0.222	0.293	0.227	0.195	0.250	0.000	0.238	0.232	0.000						
SSP Bulkhead	5+00	Severe	0.22	0.25	0.245	0.26	0.265	0.315	0.265	0.315	0.315	Top	2	28	5.3	12:25 PM	4/13/2018
			0.23	0.325	0.225	0.215	0.245	0.31	0.24	0.27	0.32	Mid	15				
			0.24	0.255	0.205	0.25	0.22	0.29	0.215	0.245	0.315	Mud	25				
		AVG	0.230	0.277	0.225	0.242	0.243	0.305	0.240	0.277	0.317						
SSP Bulkhead	6+00	Severe	0.205	0.22	0.26	0.25	0.255	0.32	0.175	0.325	0.325	Top	2	29	5.2	11:40 AM	4/13/2018
			0.205	0.245	0.255	0.25	0.26	0.32	0.185	0.295	0.255	Mid	15				
			0.2	0.25	0.25	0.27	0.195	0.265	0.245	0.24	0.24	Mud	25				
		AVG	0.203	0.238	0.255	0.257	0.237	0.302	0.202	0.287	0.273						
SSP Bulkhead	7+00	Severe	0.23	0.2	0.355	0.19	0.26	0.375	0.195	0.28	0.41	Top	2	30	5.1	10:42 AM	4/13/2018
			0.28	0.255	0.36	0.19	0.27	0.375	0.135	0.28	0.41	Mid	15				
			0.215	0.265	0.37	0.22	0.32	0.37	0.25	0.25	0.415	Mud	27				
		AVG	0.242	0.240	0.362	0.200	0.283	0.373	0.193	0.270	0.412						
SSP Bulkhead	8+00	Major	0.33	0.2	0.245	0.34	0.28	0.245	0.2	0.395	0.295	Top	2	32	5	10:12 AM	4/13/2018
			0.33	0.18	0.235	0.335	0.28	0.25	0.195	0.4	0.305	Mid	16				
			0.33	0.215	0.23	0.355	0.28	0.24	0.2	0.39	0.255	Mud	29				
		AVG	0.330	0.198	0.237	0.343	0.280	0.245	0.198	0.395	0.285						
SSP Bulkhead	9+00	Major	0.44	Unreadable	Unreadable	0.285	Unreadable	0.33	0.44	Unreadable	Unreadable	Top	2	32	5	3:00 PM	4/12/2018
			0.44	Unreadable	Unreadable	0.29	Unreadable	0.33	0.435	Unreadable	Unreadable	Mid	15				
			0.435	Unreadable	Unreadable	0.29	Unreadable	0.33	0.435	Unreadable	Unreadable	Mud	29				
		AVG	0.438			0.288		0.330	0.437								
SSP Bulkhead	10+00	Major		0.315	0.395		0.25	0.265		0.22	0.39	Top	1	30	5.2	1:49 PM	4/12/2018
				0.32	0.395		0.25	0.26		0.25	0.39	Mid	15				
				0.32	0.395		0.25	0.255		0.275	0.39	Mud	27				
		AVG		0.318	0.395		0.250	0.260		0.248	0.390						

NAVY FRONTIER WHARF
ULTRASONIC THICKNESS MEASUREMENTS
STEEL SHEET PILES

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			0.455		0.44	0.38		0.3	0.33		0.45	Mid	N/A			
			0.46		0.44	0.38		0.3	0.335		0.45	Mud	7			
		AVG	0.458		0.440	0.380		0.300	0.333		0.450					
SSP Bulkhead	12+00		0.36		0.24	0.455		0.275	0.355		0.35	Top	3	9	5.6	4/16/2018
			0.33		0.25	0.385		0.32	0.295		0.32	Mud	6			
		AVG	0.345		0.245	0.420		0.298	0.325		0.335					
		OVERALL AVG	0.261	0.267	0.283	0.210	0.260	0.270	0.225	0.294	0.325					

Appendix E

Computations for Structural Assessment

Appendix F

Cost Estimates

ACTIVITY AND LOCATION Puerto Rico			CONSTRUCTION CONTRACT NO.				IDENTIFICATION NUMBER NA	
			ESTIMATED BY Marine Solutions, Inc.				CATEGORY CODE NUMBER NA	
PROJECT TITLE Navy Frontier Wharf			STATUS OF DESIGN _X_ PED 35% 65% 100% FINAL				JOB ORDER NUMBER 18-9045	
ITEM DESCRIPTION	QUANTITY		MATERIAL COST		LABOR & EQUIP COST		ENGINEERING ESTIMATE	
	No.	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Demolition								\$4,085,000
Demo Entire Bulkhead	43,000	SF	\$0	\$0	\$95	\$4,085,000	\$95	\$4,085,000
Substructure								\$3,979,050
Install Steel Sheet Piles, Tiebacks and Deadmen	1,230	LF	\$850	\$1,045,500	\$2,385	\$2,933,550	\$3,235	\$3,979,050
Superstructure								\$116,850
Install Concrete Cap Beam	1,230	LF	\$60	\$73,800	\$35	\$43,050	\$95	\$116,850
Deck Components								\$1,959,750
Backfill Upland Area to Desired Elevation	6500	CY	\$42	\$273,000	\$10	\$65,000	\$52	\$338,000
Install Concrete Deck - 10 in.	43000	SF	\$24	\$1,032,000	\$13	\$559,000	\$37	\$1,591,000
Install Concrete Curb.	1230	LF	\$16	\$19,680	\$9	\$11,070	\$25	\$30,750
Mooring & Berthing Systems								\$2,230,700
Install Mooring Bollards.	16	EA	\$6,500	\$104,000	\$2,500	\$40,000	\$9,000	\$144,000
Install Mooring Cleats.	16	EA	\$3,500	\$56,000	\$2,500	\$40,000	\$6,000	\$96,000
Install Primary Fender System (Piles).	60	EA	\$5,000	\$300,000	\$3,000	\$180,000	\$8,000	\$480,000
Install Primary Fender System (Foam-Filled Fenders)	12	EA	\$10,000	\$120,000	\$2,700	\$32,400	\$12,700	\$152,400
Install Secondary Fender System (Chocks).	170	EA	\$1,250	\$212,500	\$815	\$138,550	\$2,065	\$351,050
Install Secondary Fender System (Piles).	170	EA	\$2,625	\$446,250	\$3,300	\$561,000	\$5,925	\$1,007,250
Appurtenances								\$12,000
Install Safety Ladders	4	EA	\$1,500	\$6,000	\$1,500	\$6,000	\$3,000	\$12,000
Civil/Mechanical Utilities								\$150,600
Install Water Line.	1300	LF	\$40	\$52,000	\$50	\$65,000	\$90	\$117,000
Install Water Line Riser Stations.	4	EA	\$6,000	\$24,000	\$2,400	\$9,600	\$8,400	\$33,600
Electrical Utilities								\$439,900
Install Electrical Conduits.	5,200	LF	\$7	\$36,400	\$15	\$78,000	\$22	\$114,400
Install Electrical Cables.	5,200	LF	\$35	\$182,000	\$15	\$78,000	\$50	\$260,000
Install Electrical Power Distribution Stations.	4	EA	\$1,700	\$6,800	\$800	\$3,200	\$2,500	\$10,000
High Mast Lighting and Foundation.	5	EA	\$3,000	\$15,000	\$2,400	\$12,000	\$5,400	\$27,000
Power to High Mast Lighting.	1500	LF	\$4	\$6,000	\$15	\$22,500	\$19	\$28,500
							Subtotal	\$12,973,850
Area Cost Factor: Puerto Rico							12%	\$1,556,862
Source: DOD - PAX Newsletter No. 3.2.1 (MAR 2017)							Subtotal	\$14,530,712
Bonding							1.5%	\$217,960.68
							Subtotal	\$14,748,673
Design Contingency							15%	\$2,212,300.90
							Subtotal	\$16,960,974
Construction Contingency							10%	\$1,696,097.36
							Subtotal	\$18,657,071
Engineering Studies							1%	\$186,570.71
Design							4%	\$746,283
PCAS							1%	\$186,571
SIOH							5.7%	\$1,063,453
							Subtotal	\$20,839,948
Inflation Allowance								
Inflation Allowance							3%	\$625,198.45
							Estimated Budget Amount	\$21,465,147
							Rounded Budget Amount	\$21,500,000

ACTIVITY AND LOCATION Puerto Rico			CONSTRUCTION CONTRACT NO.				IDENTIFICATION NUMBER NA	
			ESTIMATED BY Marine Solutions, Inc.				CATEGORY CODE NUMBER NA	
PROJECT TITLE Small Craft Berth			STATUS OF DESIGN _X_ PED ___ 35% ___ 65% ___ 100% ___ FINAL				JOB ORDER NUMBER 18-9045	
ITEM DESCRIPTION	QUANTITY		MATERIAL COST		LABOR & EQUIP COST		ENGINEERING ESTIMATE	
	No.	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Demolition								\$110,580
Demo Entire Wharf	1,164	SF	\$0	\$0	\$95	\$110,580	\$95	\$110,580
Substructure								\$175,500
Install Concrete Piles	13	EA	\$7,000	\$91,000	\$5,000	\$65,000	\$12,000	\$156,000
Install New Concrete Pile Caps	39	LF	\$185	\$7,215	\$315	\$12,285	\$500	\$19,500
Deck Components								\$43,068
Install Concrete Deck.	1,164	SF	\$24	\$27,936	\$13	\$15,132	\$37	\$43,068
Mooring & Berthing Systems								\$55,500
Install Mooring Cleats.	18	EA	\$100	\$1,800	\$150	\$2,700	\$250	\$4,500
Install Primary Fender System	500	LF	\$22	\$11,000	\$80	\$40,000	\$102	\$51,000
Appurtenances								\$9,000
Install Safety Ladders	3	EA	\$1,500	\$4,500	\$1,500	\$4,500	\$3,000	\$9,000
Subtotal								\$393,648
Area Cost Factor: Puerto Rico								12%
Source: DOD - PAX Newsletter No. 3.2.1 (MAR 2017)								\$47,238
Subtotal								\$440,886
Bonding								1.5%
Subtotal								\$6,613.29
Design Contingency								15%
Subtotal								\$67,124.86
Construction Contingency								10%
Subtotal								\$51,462.39
Engineering Studies								1%
Design								4%
PCAS								1%
SIOH								5.7%
Subtotal								\$5,660.86
Inflation Allowance								
Inflation Allowance								3%
								\$22,643
								\$5,661
								\$32,267
Subtotal								\$632,318
Estimated Budget Amount								\$651,288
Rounded Budget Amount								\$655,000

Appendix G

Referenced Terminology

Inspection Levels of Effort

As Defined by the American Society of Engineers (ASCE) Waterfront Facility Inspection and Assessment Manual (2015)

3.1.3 Definition of Inspection Levels of Effort

Given the relative cost of performing the underwater portion of the inspection as compared with the above water inspection, defining the level of underwater inspection effort in the scope of work, as defined following, is important. Due to limited visibility, the inherent access restrictions of the underwater environment, and the presence of marine growth, certain inspection types, such as routine and baseline inspections, focus on the investigation of a statistically representative sample of underwater components. As indicated in Chapter 2, three levels of underwater inspection effort are defined, with the underwater inspection requirements defined as a percentage of these three levels of effort. The levels of effort are as follows:

Level I effort: Includes a close visual examination above and underwater or a tactile examination using large sweeping motions of the hands where visibility is limited underwater. Although the Level I effort is often referred to as a “swim by” inspection, it must be detailed enough to detect obvious major damage or deterioration due to overstress or other severe deterioration. It should confirm the continuity of the full length of all members and system components and detect under-mining or exposure of normally buried elements. A Level I effort may also include limited probing of the substructure and adjacent channel bottom.

Level II effort: A detailed inspection above and underwater that requires wrappings, coatings, corrosion, and/or marine growth to be removed from portions of the structure. Underwater marine growth removal is costly, hence, the need to base the inspection on a representative sampling of components. For piles, a 12-in. high band should be cleaned at designated locations, generally near the low waterline, at the mudline, and midway between the low waterline and the mudline. On a rectangular pile, the marine growth removal should include at least three sides; on an octagonal pile, at least six sides; and on a round pile, at least three-fourths of the perimeter. On large-diameter piles, 3 ft or greater, 1 ft × 1 ft areas should be cleaned at four locations approximately equally spaced around the perimeter, at each elevation. On large solid faced elements, such as retaining structures, 1 ft × 1 ft areas should be cleaned at these three elevations. The Level II effort should also focus on typical areas of weakness such as connections, attachment points, and welds. The Level II effort is intended to detect and identify damaged and deteriorated

areas that may be hidden by surface bio-fouling, coating, or corrosion, or that which may not be readily accessible for a Level I inspection effort. The thoroughness of marine growth removal should be governed by what is necessary to discern the condition of the underlying material. Removal of all bio-fouling staining is generally not required. Means and methods for the removal of bio-fouling growth are not typically defined in a scope of work. However, it may be appropriate for owners to specify particular methods based on environmental and site conditions or on concern for maintaining the integrity of coating materials. Methods may include hand scrapers or mechanical systems ranging from high-pressure water blasters to barnacle busters and pressurized air bubble devices based on the principles of cavitation.

Level III effort: A detailed inspection above and underwater typically involving nondestructive or partially destructive testing conducted to detect hidden or interior damage, or to evaluate material homogeneity. Typical inspection and testing techniques include the use of ultrasonic, coring or boring, physical material sampling, and in situ hardness testing. Level III testing is generally limited to key structural areas, areas that are suspect or areas that may be representative of the structure or system.

CONDITION ASSESSMENT CRITERIA

The inspected condition and assessment criteria use a six-point standardized approach provided in the American Society of Civil Engineers (ASCE) Waterfront Facilities Inspection and Assessment Manual, Section 2.6.2 Condition Assessment Ratings. This standardized approach can be recreated during all facilities inspections and allows for simplified comparison between facilities and future inspections of the same site.

The Condition Assessment can be interpreted as the “health” of the overall structure or portions of a facility. The Condition Assessment of the facility is determined based off of the findings during the Routine Inspection. A variety of factors including severity, quantity and frequency impact the overall Condition Assessment rating. These ratings are required in order to categorize the results of the inspection and to provide a basis for comparison of new deficiencies in future inspections or other facilities.

The condition Assessment ratings for the inspected structures are as follows:

“Good”	No visible damage or only minor damage noted. Structural elements may show very minor deterioration, but no overstressing observed. No repairs are required.
“Satisfactory”	Limited minor to moderate defects or deterioration observed but no overstressing observed. No repairs are required.
“Fair”	All primary structural elements are sound but minor to moderate defects or deterioration observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load-bearing capacity of the structure. Repairs are recommended, but the priority of the recommended repairs is low.
“Poor”	Advanced deterioration or overstressing observed on widespread portions of the structure but does not significantly reduce the load-bearing capacity of the structure. Repairs may need to be carried out with moderate urgency.
“Serious”	Advanced deterioration, overstressing, or breakage may have significantly affected the load-bearing capacity of primary structural components. Local failures are possible, and loading restrictions may be necessary. Repairs may need to be carried out on a high-priority basis with urgency.
“Critical”	Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural components. More widespread

failures are possible or likely to occur, and load restrictions should be implemented as necessary. Repairs may need to be carried out on a very high-priority basis with strong urgency.

DAMAGE GRADE ASSESSMENT

Damage Grade refers to the defect type based upon the observed defect during the inspection. The typical deficiencies encountered during an inspection are the defect ratings and are: Severe, Major, Moderate and Minor. The defect ratings is dependent only on the deficiency type from observations relating to the defect. The observed defect is independent of the component as a whole. General assessments are valuable by comparing the rating criteria with the losses in effective sections for the different components.

CONCRETE

Deterioration of concrete can occur as a result of exposure to the elements or unusual loading conditions in the environment. Several factors can affect the integrity of the concrete and lead to deterioration and failure, such as construction defects, temperature, chemical reactions, and impact damage. Concrete deterioration generally occurs from concrete degradation, corrosion of the reinforcing steel, overstress, or a combination of such. The general assessment for concrete defects is based on the assessment scale below:

Minor Mechanical abrasion or impact spalls up to 1 in. in depth. Occasional corrosion stains or small pop-out corrosion spalls. General cracks up to 1/16 in. width.

Moderate Structural cracks up to 1/16 in. in width. Corrosion cracks up to ¼ in. in width. Chemical deterioration: Random cracks up to 1/16 in. in width; “Soft” concrete and/or rounding of corners up to 1 in. deep. Mechanical abrasion or impact spalls greater than 1 in. in depth.

Major Structural cracks 1/16 in. to ¼ in. in width and partial breakage (through section cracking with structural spalls). Corrosion cracks wider than ¼ in. and open or closed corrosion spalls (excluding pop-outs). Multiple cracks and disintegration of surface layer due to chemical deterioration. Mechanical abrasion or impact spalls exposing the reinforcing.

Severe Structural cracks wider than 1/4 in. or complete breakage. Complete loss of concrete cover due to corrosion of reinforcing steel with more than 30% of diameter loss for any main reinforcing bar. Loss of bearing and displacement at connections. Loss of concrete cover (exposed steel) due to chemical deterioration. Loss of more than 30% of cross section due to any cause.

STEEL

Deterioration of steel components can occur from corrosion, fatigue, overload or impact damage. Often multiples of these agents occur simultaneously. Corrosion is the thinning of metal due to a reaction between the non-coated material and its environment when the metal oxidizes. Corrosion is the most common around the splash and tidal zones but can also be found in other areas of a structure. Pitting is localized corrosion that causes deep circular patterns in the steel to form and is caused by chemical variations in the steel or imperfections in the steel. The general assessment for steel defects is based on the assessment scale below:

Minor Protective coating or wrap damaged and loss of thickness up to 15% of nominal at any location. Less than 50% of perimeter or circumference affected by corrosion at any elevation or cross section. Loss of thickness up to 15% of nominal at any location.

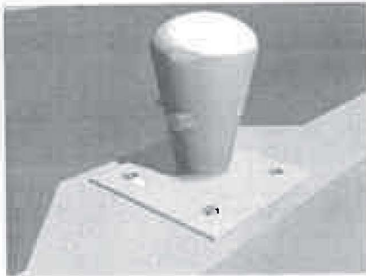
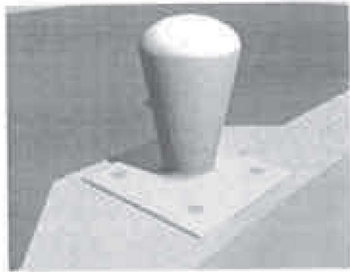
Moderate Protective coating or wrap damaged and loss of thickness 15 to 30% of nominal at any location. More than 50% of perimeter or circumference affected by corrosion at any elevation or cross section. Loss of thickness 15 to 30% of nominal at any location.

Major Protective coating or wrap damaged and loss of nominal thickness 30 to 50% at any location. Partial loss of flange edges or visible reduction of wall thickness on pipe piles. Loss of nominal thickness 30 to 50% at any location.

Severe Protective coating or wrap damaged and loss of wall thickness exceeding 50% of nominal at any location. Structural bends or buckling, breakage and displacement at supports, loose or lost connections. Loss of wall thickness exceeding 50% of nominal at any location.

Figure 2-4 Condition Rating Scale for Mooring Hardware

Example of Condition

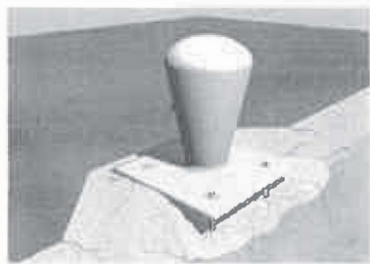
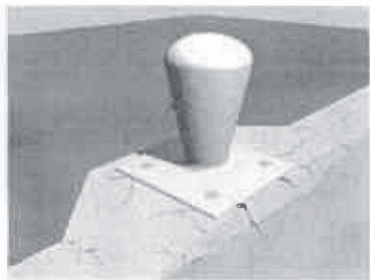
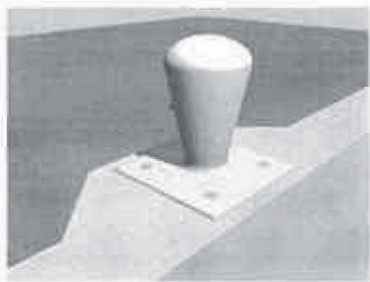


Mooring Hardware Condition Rating

- #1 No Defects**
 - New coating (minor blemishes and corrosion on less than 10% of surface area)
 - No wear marks
 - No visible corrosion of fasteners
 - Bolt countersinks sealed
- #2 Minor Defects**
 - Minor surface corrosion (10% to 25% of surface area)
 - Minor wear marks on fitting surface less than 3.125 mm (.0125 inches) deep
 - Minor corrosion of fasteners
- #3 Moderate Defects**
 - Heavy corrosion with loose scale (greater than 25%)
 - Noticeable corrosion of fasteners
 - Significant surface wear marks up to 7.8125 mm (0.3125 inches) deep
- #4 Severe Defects**
 - Severe corrosion, heavy scale, noticeable surface pitting and 25% or greater loss of area at critical section
 - Displaced or rotates fitting
 - Broken or cracked fitting components
 - Noticeable corrosion and section loss of fasteners
 - Loose fasteners

Figure 2-5 Condition Rating Scale for Base Structure

Example of Condition



Mooring Support Structure Condition Rating

- #1 No Defects**
 - Surface clean and smooth
 - No cracking
 - No noticeable deterioration

- #2 minor Defects**
 - Weathering of concrete and wood
 - Minor corrosion of steel (no significant section loss)
 - Hairline cracking of concrete due to thermal expansion and/or age

- #3 Moderate Defects**
 - Noticeable cracking of concrete due to age
 - Corrosion of steel with section loss
 - Timber cracked and checked, weathered, susceptible to dry rot

- #4 Severe Defects**
 - Cracking or spalling as a result of overload under hardware base
 - Dry rot on timber members
 - Significant corrosion of steel members
 - Displacement or yielding of any supporting members
 - Loss of full bearing under hardware

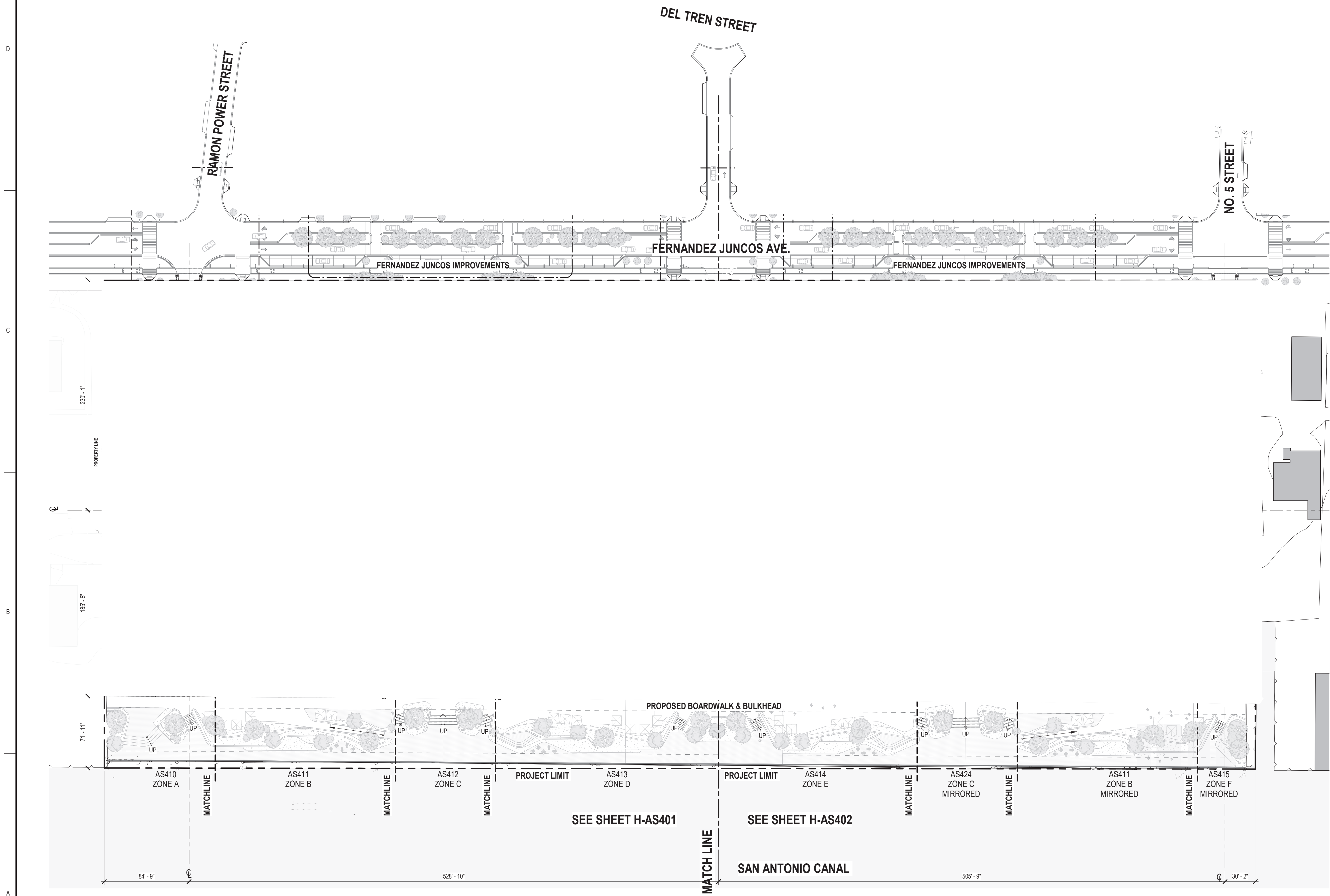
Aerial View (Bulkhead – Boardwalk)



Conceptual Design (Bulkhead – Boardwalk)



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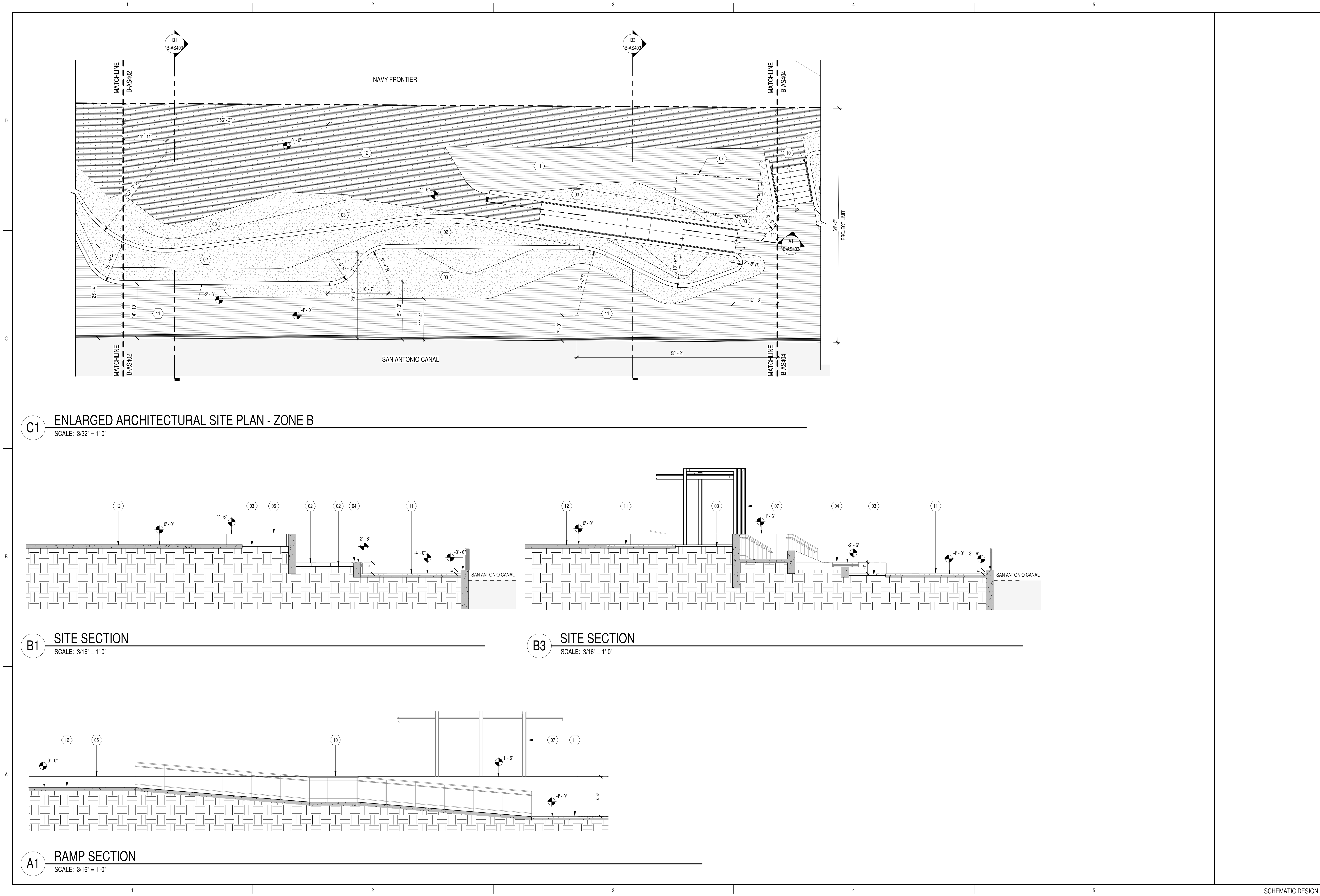


A1

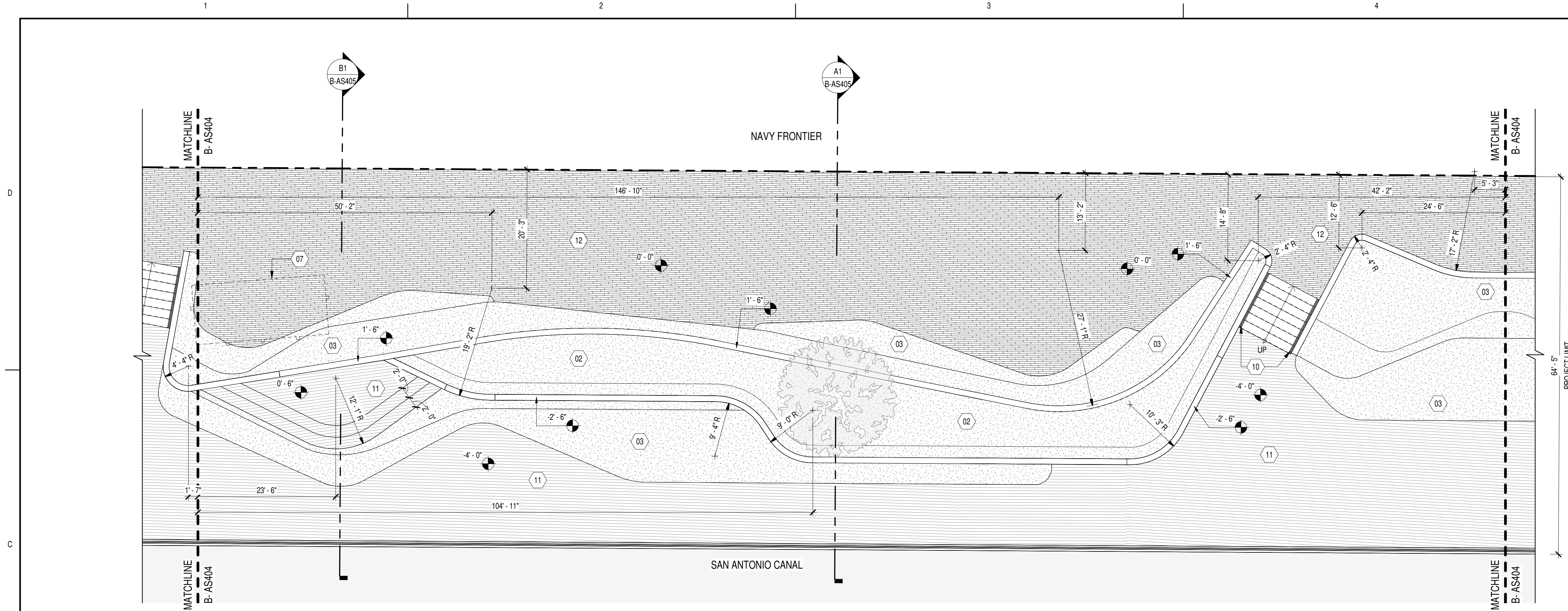
PROPOSED ARCHITECTURAL SITE PLAN

SCALE: 1" = 50'-0"

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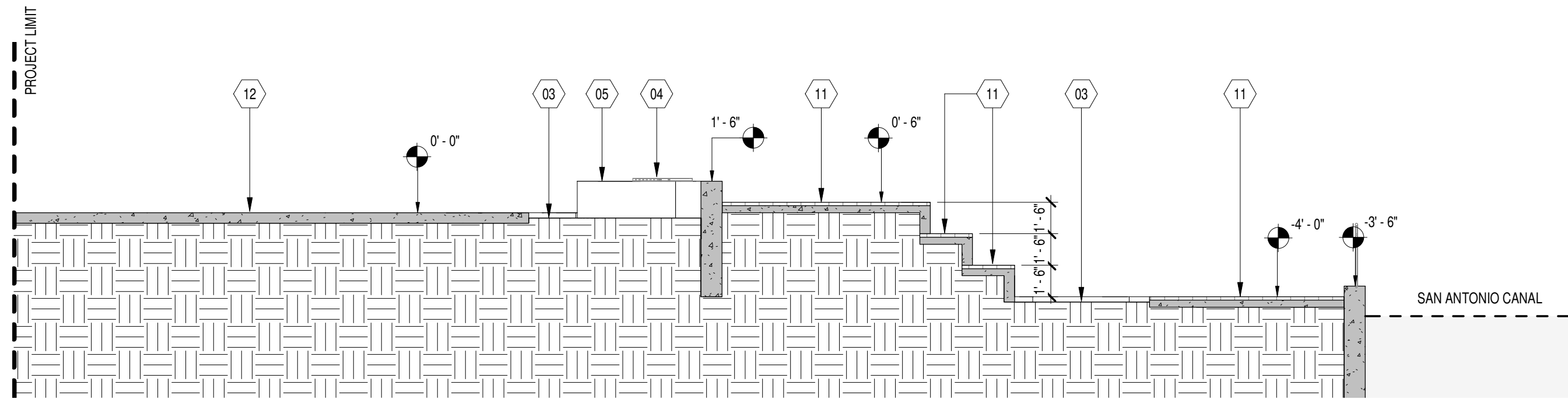


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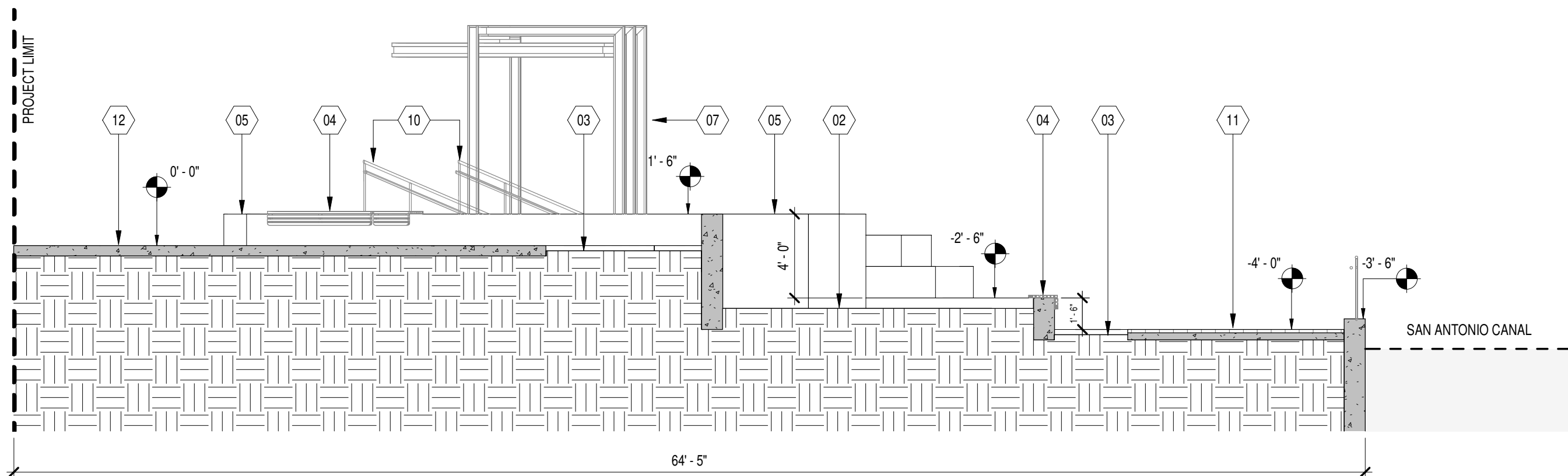
C1 ENLARGED ARCHITECTURAL SITE PLAN - ZONE D

SCALE: 3/32" = 1'-0"



B1 SITE SECTION

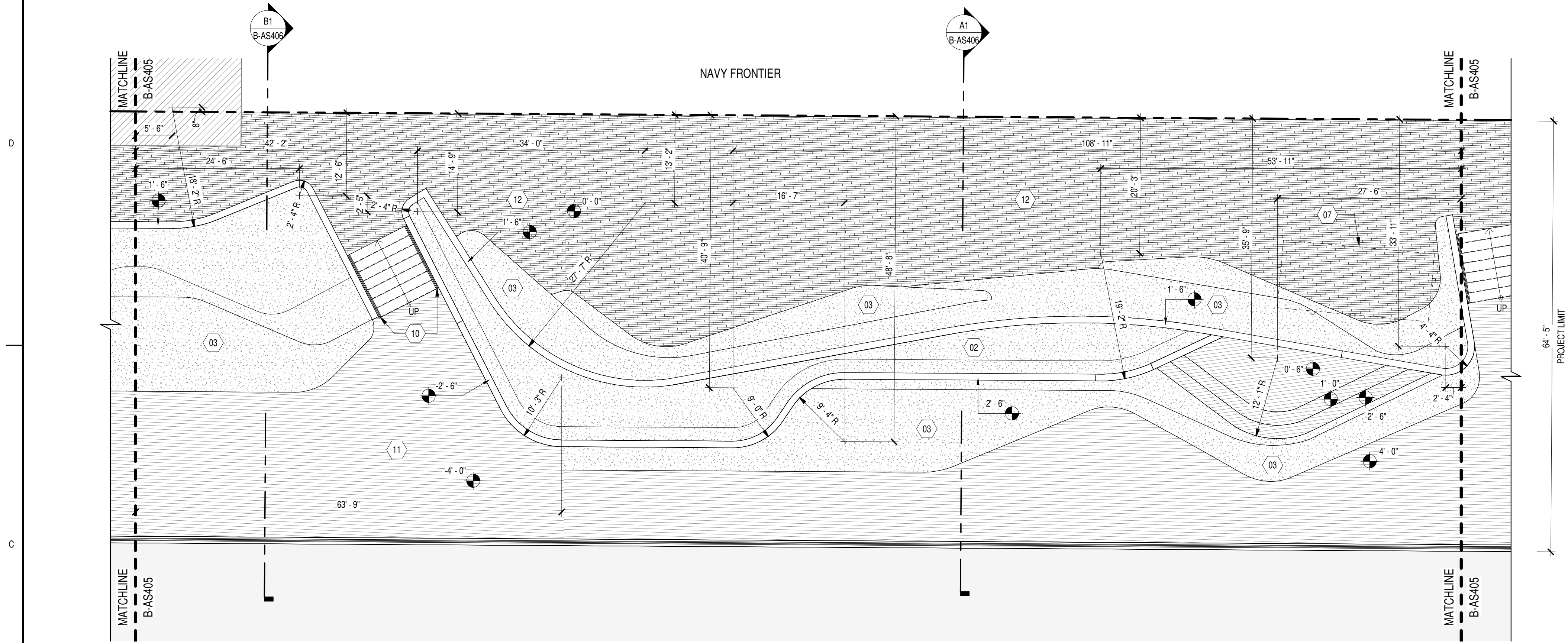
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A1 SITE SECTION

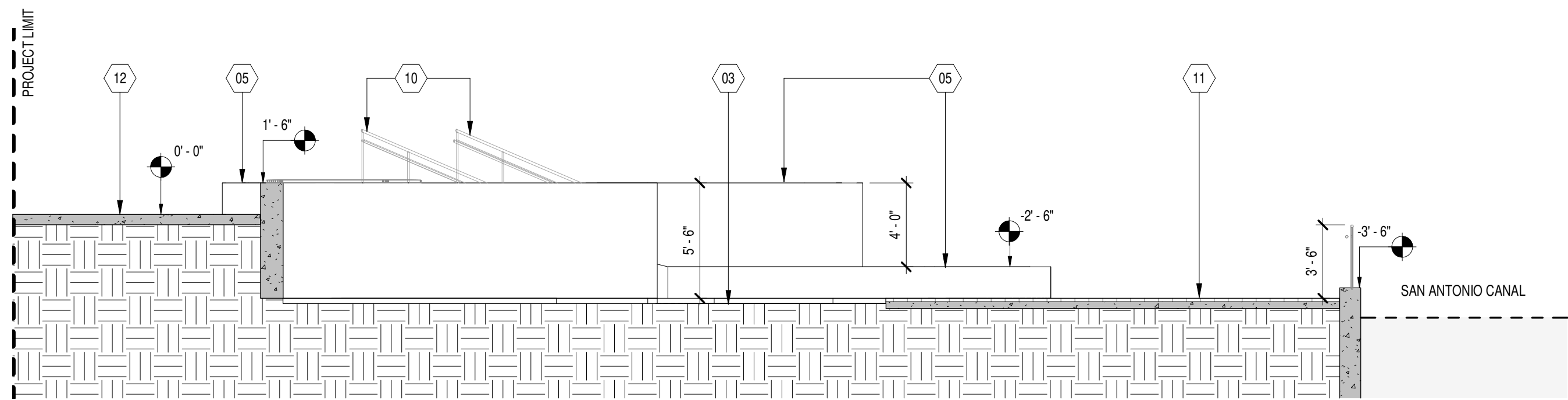
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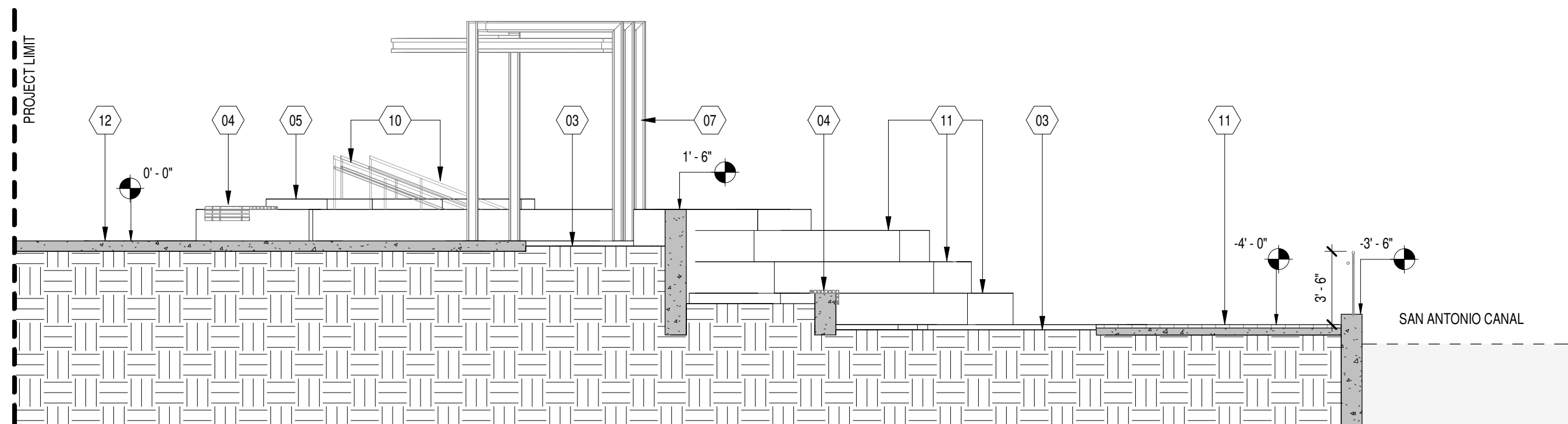
C1 ENLARGED ARCHITECTURAL SITE PLAN - ZONE E

SCALE: 3/32" = 1'-0"



B1 SECTION - ZONE E

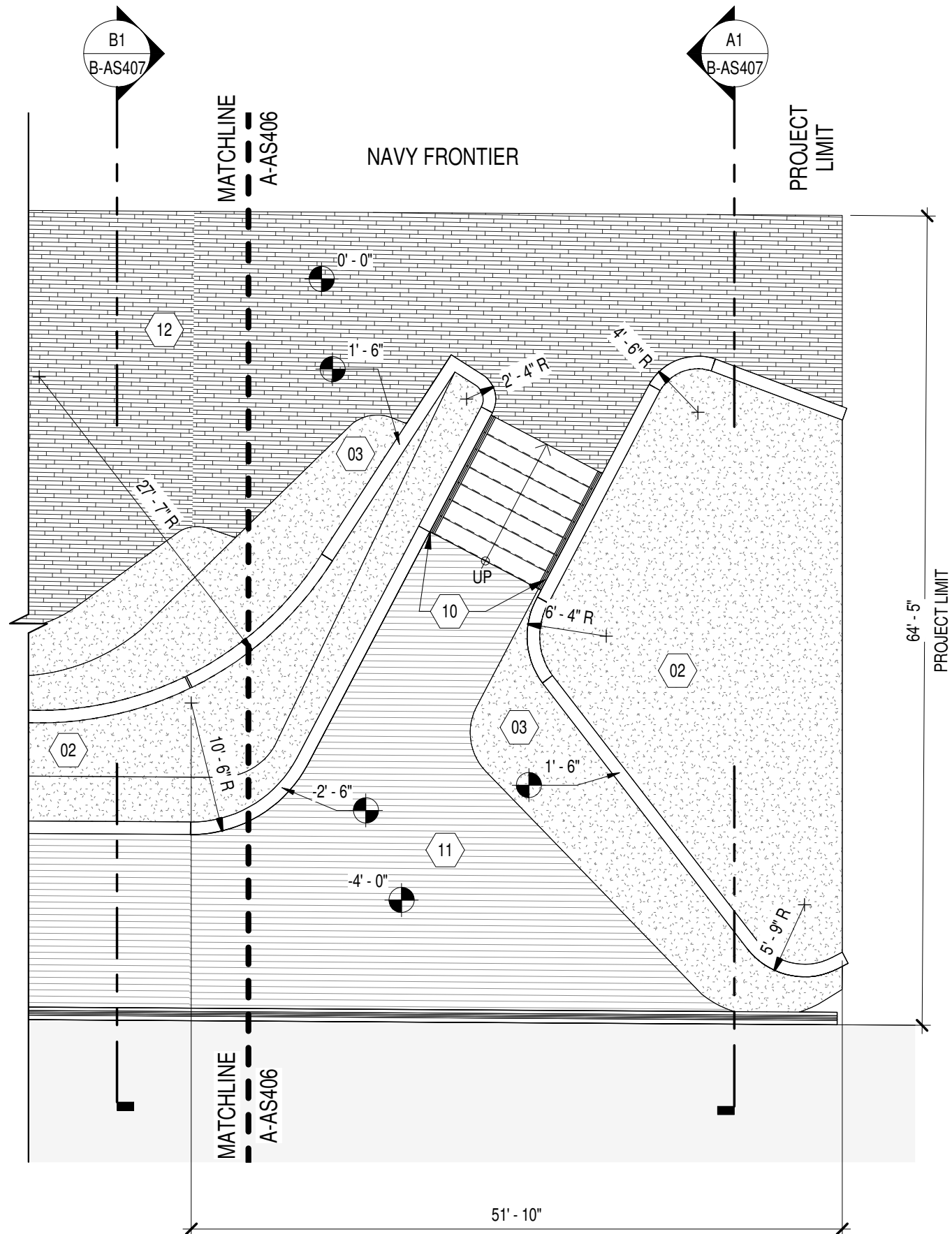
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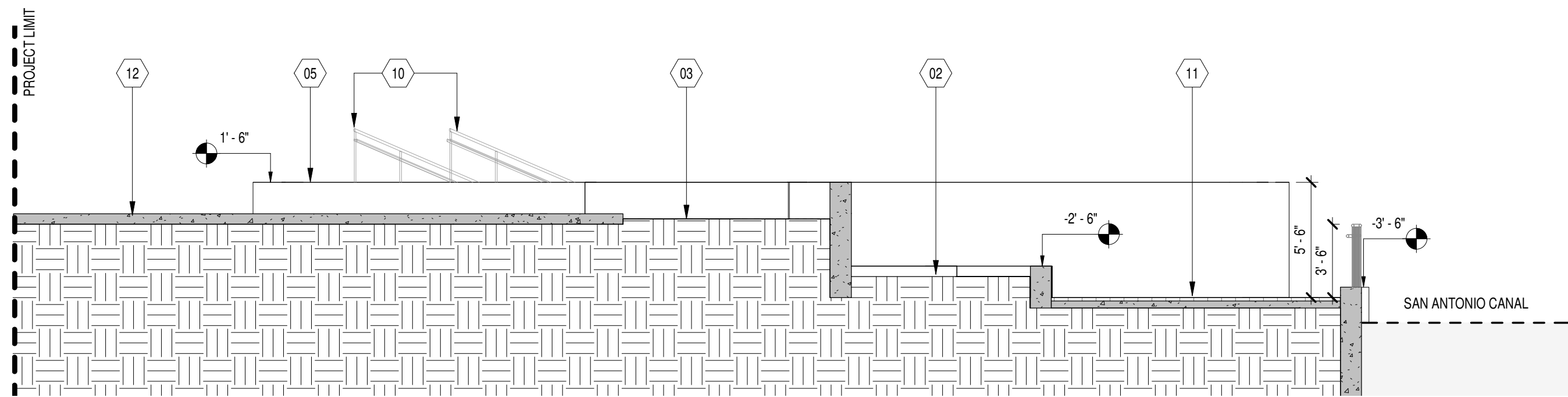
A1 SECTION - ZONE E

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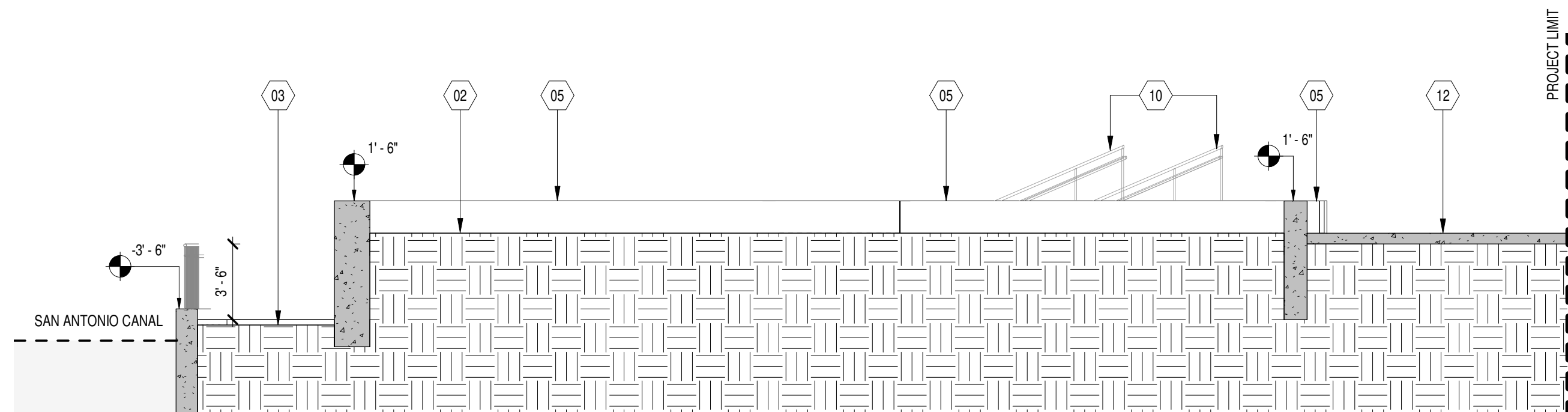
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C1 ENLARGED ARCHITECTURAL SITE PLAN - ZONE F
SCALE: 3/32" = 1'-0"



B1 SITE SECTION
SCALE: 3/16" = 1'-0"



A1 SITE SECTION
SCALE: 3/16" = 1'-0"