

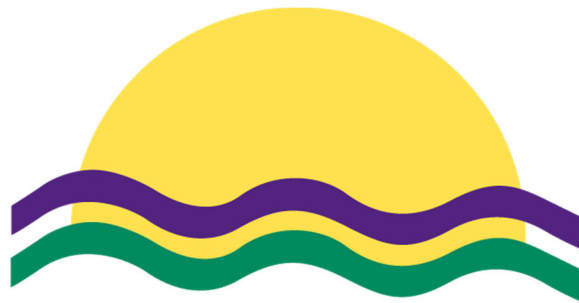
BID CONTRACT DOCUMENTS

Project Manual and
Bid Package Documents for
HURRICANE MARIA RECONSTRUCTION
Category E (Buildings and Equipment)
PA-02-PR-4339-PW-01845(5850)
PA-02-PR-4339-PW-03829(3694)
PA-02-PR-4339-PW-03829(100448)

FEMA PROJECT NUMBER # 77979 & 118695

Bid Number: CDIPC-2023-001

Compañía para el Desarrollo Integral de la Península de Cantera



Proyecto Península de Cantera
¡Nuestro Orgullo!

Contents

Special Terms and Conditions

1. Defined Terms
2. Legal Requirements
3. Bidder's Representation
4. Copies of Bid Documents
5. Qualifications of Bidders
6. Examination of Contracts Documents and Site
7. Availability of Lands for Project
8. Interpretations and Addenda.
9. Project Schedule
10. Liquidated Damages.
11. Bid Form and Statement of Bidder.
12. Award.
13. Award of Contract.
14. Contract Security.
15. Retainage.
16. Coordination of Work.
17. Permits Management
18. Equal Employment Opportunity
21. Wage Determination
22. Project Personnel Safety:

EXHIBIT A BID FORM

EXHIBIT B STATEMENT OF BIDDER

EXHIBIT C BIDDER'S QUESTIONNAIRE

EXHIBIT D DEBARMENT AND SUSPENSION AFFIDAVIT

EXHIBIT E ELIGIBILITY AFFIDAVIT

EXHIBIT F NON-COLLUSIVE AFFIDAVIT

EXHIBIT G 44 C.F.R. PART 18- LOBBYING AFFIDAVIT

EXHIBIT H 48 C.F.R. § 22.403-2 COPELAND ACT AFFIDAVIT

EXHIBIT I 40 U.S.C. §§ 3141-3144 AND 3146-3148 DAVIS BACON ACT AFFIDAVIT

EXHIBIT J LAW 2 (JANUARY 4, 2018) - ANTICORRUPTION CODE FOR A NEW PUERTO RICO AFFIDAVIT

EXHIBIT K BID BOND

EXHIBIT L LIST OF DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL (CHECKLIST)

EXHIBIT M PROJECT DATA SHEETS

EXHIBIT N SCOPE OF WORK

EXHIBIT O General Requirements

EXHIBIT P General Conditions

EXHIBIT Q General Decisions (Davis-Bacon Act)

EXHIBIT R Photo Catalog

EXHIBIT S Site Visit Reports

EXHIBIT T FEMA Record of Environmental Considerations (REC)

Special Terms and Conditions

1. Defined Terms

Terms used in this Project Manual are defined in the document entitled "General Conditions" composing part of the Contract Documents attached hereto shall have the meanings assigned to such terms in the General Conditions. Certain additional terms used in these Special Conditions shall have the respective meanings indicated below which shall be applicable to both the singular and plural thereof.

- 1.1. Addendum (pl: Addenda) - A written or graphic instrument issued by the petitioner department, provided to all bidders before the bid opening, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections. An Addendum is part of the contract documents when the award contract provides to it. Addendums may also be referenced as "Amendments" to the Bid Documents.
- 1.2. Agency – Refers to Compañía para el Desarrollo Integral de la Península de Cantera. It will be referred to as the Owner or CDIPC.
- 1.3. General Services Administration (GSA) - Refers to the General Services Administration of the Government of Puerto Rico (GSA) or the "Administración de Servicios Generales del Gobierno de Puerto Rico (ASG)". This will be the Agency from which the Bid Documents are to be issued virtually and where the bidding procedures are to be administered in compliance with Act #73 of July 19, 2019, as amended.
- 1.4. Bid Contract Documents, Contract Documents, Bidding Documents, or "The Work": Is the combined documents describing technical requirements and physical characteristics, functionality and quality of the articles, materials, and equipment to be acquired or the works, improvements and services required by the CDIPC as well as the combination of required documents to perform the procurement process.
- 1.5. Bid Due Date – Date and time on which proposals must be received as specified and detailed in the Invitation for Bid/ Bid Announcement.
- 1.6. Bid Form - The form document entitled "Bid Form" attached hereto as Exhibit A.
- 1.7. Bid Response – All of the documents, (as identified in Exhibit L), requested of the Prospective Bidder by the Owner for which they will be evaluated.
- 1.8. Bidder - A party, which submits a Bid to Compañía para el Desarrollo Integral de la Península de Cantera through GSA's Bidding Process (as distinct from a sub-bidder, which submits a bid to a Bidder).
- 1.9. CDIPC's Board of Directors ("Junta de Directores")- the entity that governs CDIPC, responsible for meeting the company's objectives and ensuring proper functioning through the approval of regulations for the organization and operation of the company in compliance with the provisions of Law 20-1992, as amended.
- 1.10. Breakdown (Price Breakdown) - Total cost of a Bid separated into its elements and listed under suitable heads such as (site works, civil works, architectural works, etc.)
- 1.11. Contractor Breakdown - Total Cost of the bid separated in detailed elements of each of the units included in the Price Breakdown.
- 1.12. Executive Director – the person authorized and designated by the CDIPC's Board of Directors to develop and implement the managerial administration that will govern CDIPC and to assess all matters related to the reconstruction projects.

- 1.13. Mitigation – means any cost-effective measure, which will reduce the potential for damage to a facility from a similar disaster event.
- 1.14. 406 Hazard Mitigation Program Opportunities (HMP): FEMA recognizes that after a disaster declaration, the best way to improve the resiliency of an eligible damage from future disaster event is during the recovery period. Section 406 Mitigation Measures performed during the recovery works are meant to improve the resiliency of a facility addressing risk mitigation measures for the eligible damages. This Project may contain such mitigation measures.
- 1.15. Owner’s Representative – A person designated by the Owner to represent the Compañía para el Desarrollo Integral de la Península de Cantera in all matters related to this procurement process.
- 1.16. GSA’s Board of Award (“Junta de Subasta”) – Refers to the General Services Administration’s Procurement Board. The component with the primary responsibility of administering the formal purchases process of goods and services for the CDIPC and lease contracts of movable or immovable assets and non-professional services to be acquired by it.
- 1.17. Notice of Award - The written notice issued by GSA’s Board of Award awarding the Contract to the Successful Bidder.
- 1.18. Notice to Proceed – The dated document prepared by the CDIPC which authorizes the Selected Contractor to proceed with work once the agreement or Contract has been signed with the Agency.
- 1.19. Project – the scope of work which includes all the necessary permanent work to repair, restore, or replace a disaster-damaged facility included in the Bidding Documents.
- 1.20. Site – Land or areas indicated in the Contract Documents as being furnished by Compañía para el Desarrollo Integral de la Península de Cantera upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Compañía para el Desarrollo Integral de la Península de Cantera that are designated for the use of the Contractor. It shall also mean areas for the performance of off-site work, as required in the Contract Documents.
- 1.21. Successful Bidder – The Bidder which complies with Bid Documents requirements and conditions, which presents the lowest price or even though if it is not the lowest in price, the compliance with Bid Documents, quality, and/or guaranties provided are above the other offers or a benefit to public interest can be justified.
- 1.22. Unit Price - Is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

2. Legal Requirements

- 2.1. Project is to be identified as Bid Package #1 Cat. E and the following bid number has been assigned to it: CDIPC-2023-001. Funding for the Project is a combination of state, federal and insurance funds. Funding distribution will be as follows:

Source of Funding	Percentage of Total
Federal	90%
Non-Federal/CDBG-DR	10%

- 2.2. Given that projects under consideration involve funding from FEMA, the FEMA Federal Contract Provisions under Appendix II to Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" will be part of the contract between the CDIPC and the contracted firm(s). In addition, Contractor must comply with all Federal Labor Standards and Provisions as required.
- 2.3. Information included here is in compliance with the most recent version of 44 C.F.R. *Emergency Management and Assistance* regulations, procurement standards of the government-wide *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.317 through 200.326 and *Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios no Profesionales de la Administración de Servicios Generales del Gobierno de Puerto Rico*.
- 2.4. Bidding process requires mandatory compliance with federal, state, and municipal requirements laws, regulations, executive and administrative orders. Bidding process associated to the project included here will be conducted providing **full and open competition** consistent with 2 CFR § 200.319.
- 2.5. Compliance with the following is also mandatory: Anticorruption Code for a New Puerto Rico (*Law 2* – January 4, 2018), Conflicts of Interests and governing performance of employees engaged in the selection, award, and administration of contracts (2 C.F.R. § 200.318 (c)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), Rights to Inventions Made Under a Contract or Agreement, Clean Air Act (42 U.S.C. 7401-7671q.), Federal Water Pollution Control Act. (33 U.S.C. 1251-1387), as amended, Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Procurement of Recovered Materials § 200.322, Executive Order 13881 (July 15, 2019) Maximizing Use of American-Made Goods, Products, and Materials, Puerto Rico Codes 2018 (dated Nov. 15, 2018), federal, local, and municipal laws issued for the protection of natural, cultural resources, and permit process.
- 2.6. In addition, mandatory compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1710 (u) to ensure that the 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 and businesses, particularly persons who are recipients of HUD assistance for housing.

3. Bidder's Representation

- 3.1. The Bidder by making a Bid represents that:
 - 3.1.1. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3.1.2. Bidder has the capabilities of performing the work within the quality standards identified in the Bidding Documents.
 - 3.1.3. The Bid is made in compliance with the Bidding Documents.
 - 3.1.4. The Bidder has visited the site(s), to become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

- 3.1.5. The right to ask for a change order if our assumed conditions differ from the actual site conditions (only unforeseen conditions, as defined in the Model Contract, will be subject to a change order for the project).
- 3.1.6. The System for Award Management (SAM) registration and eligibility is a requirement to participate in CDBG-DR and Federal procurement processes. All prospective vendors/contractors that will receive federal funds must be registered and with an **active** SAM Unique Entity ID. There is no cost in registering in SAM. To register you may visit <https://sam.gov/SAM/>. The Bidder understands the CDIPC does not clear subcontractors; contractors have the duty to verify subcontractor eligibility. The Bidder has taken affirmative actions regarding their responsibility to verify subcontractor(s) eligibility based on **Section 2 Legal Requirements**. The Bidder has used the web site: <https://www.sam.gov/SAM/> to determine if a subcontractor(s) has been debarred at the federal level. The Bidder assumes responsibility for the performance of the subcontractor; therefore, CDIPC urges the Bidder to closely scrutinize subcontractors. If a contractor or subcontractor is found to be ineligible after award of a contract, the contract will be immediately terminated by the CDIPC.
- 3.1.7. The Contractor must search the Limited Denial Participation List, U.S Housing and Urban Development (HUD) in the following web site:
- Search https://www5.hud.gov/Ecpcis/main/ECPCIS_List/main/ECPCIS_List.jsp and obtain documentation of the search results to confirm eligibility of the contractor and its subcontractors. Bidder must present a current copy of HUD's Limited Denial Participation List evidencing that the bidder and its subcontractors are able to be contracted for these projects.

4. Copies of Bid Documents

- 4.1. Complete sets of Bid Documents (in digital format) will be available at three (3) locations, they can be obtained via web for the sum of No cost per set, and according to the dates established on the Bid Announcement.
1. GSA (<https://asg.pr.gov/subastas>),
 2. Registro Único de Subastas (RUS) (<https://subastas.pr.gov/Pages/subastas.aspx>)
 3. Registro Único de Licitadores (RUL) (Documents are sent by GSA directly to registered companies)
- 4.2. Complete sets of Bid Documents must be used in preparing Bids. Neither the Owner nor the Owner's Representative assumes any responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 4.3. Owner and Owner's Representative, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Contract and do not confer or grant a license or other right in or with respect to the Bid Documents for any other purpose.
- 4.4. If applicable, additional methods for soliciting competitive bids will be used to announce the call for bids such as Advertisement for Bids, which serves as a publishable notice (such as an ad in a newspaper publication) to provide bidders with project information and requirements related to bidding.
- 4.5. Addenda may be issued at any time prior to the receipt of bids.
- 4.6. The Owner shall furnish, upon request of the Contractor, all available information describing the physical characteristics, legal limits, and utility locations for the Project.

5. Qualifications of Bidders

- 5.1. To demonstrate its qualifications to perform the Work, each Bidder will submit, together with its Bid, documents identified in Exhibit L (Checklist). Each Bid must contain evidence of the Bidder's authority to conduct business in Puerto Rico and compliance with all requirements of Applicable Laws regarding contracts with the agencies and municipalities of the Government of Puerto Rico. Compiled Financial Statement of last two (2) years of operation, a bank reference letter (BRL), and a current Certificate of Insurance (COI).
- 5.2. Bidders must submit a list of projects equal and/or similar to the one included here in which the Bidder and sub-contractors worked during the last five (5) years. If the Bidder is classified as minority business, women's business enterprises, and labor surplus areas firms, evidence must be provided. Bidder must provide a list of equipment and personnel to be assigned to the project. In addition, Bidder must provide name of sub-contractors and/or suppliers classified as minority business, women's business enterprises, and labor surplus areas firms to be used.
- 5.3. The Bidder must provide evidence that has used the web site: <https://www.sam.gov/SAM/> to determine if a subcontractor(s) has been debarred at the federal level. Bidder must provide evidence of registration and eligibility, for him and its sub-contractors.
- 5.4. Bidder must verify eligibility from Limited Denial Participation list at https://www5.hud.gov/Ecpcis/main/ECPCIS_List/main/ECPCIS_List.jsp and submit documentation of the search results which shall include verification of if the Bidder has been excluded from participating on a U.S. Housing and Urban Development (HUD) program area.
- 5.5. Be advised, each Bidder must be prepared to submit any additional information within five working days of the CDIPC's request, such as any written evidence, financial data, previous experience, present commitments, and any other such data as may be called for upon request.

6. Examination of Contracts Documents and Site

- 6.1. It is the responsibility of each Bidder before submitting a Bid:
 - 6.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bid Documents.
 - 6.1.2. To consider Applicable Laws that may affect cost, progress, performance or furnishing of the Work.
 - 6.1.3. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 6.1.4. To promptly notify Owner's Representative, through GSA's Procurement Platform, in writing of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or among the Contract Documents and any other related data or documents.
- 6.2. Information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the Site is based upon information and data furnished to Owner's Representative by the owners of such underground utilities or others. The Owner and the Owner's Representative do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents. The Selected Contractor is required to comply with Executive Order Number OE-1997-42 dated October 8, 1997, regarding the coordination of excavation in the proximity of underground facilities. The Contractor shall notify the Owner's Representative and Project Inspector when such work will be undertaken. The Contractor shall also be responsible for notifying the 811 Center for the Coordination of Excavations and Demolitions of Puerto Rico (Directoría de Excavaciones, Demoliciones y Tuberías) and coordinating any work with them.

- 6.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and underground utilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.
- 6.4. The Contractor must carefully review the provided FEMA Record of Environmental Consideration (REC) to identify any applicable additional requirements and conditions for areas like management and disposal of solid wastes, asbestos and lead based paint materials, oils, and asphalt, among others.
- 6.5. Before submitting a Bid, each Bidder will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground utilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto, or which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.6. The submission of a Bid will constitute an incontrovertible representation by the Bidder that (a) Bidder has complied with every requirement of this Section 6, (b) without exception, the Bid is premised upon performing and furnishing the work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or expressly required by the Contract Documents, (c) Bidder has given Owner's Representative written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in or among the Contract Documents and any related data and documents, and the written resolutions thereof by Owner's Representative is acceptable to Bidder, and (d) the Contract Documents are generally sufficient to indicate and convey an understanding of all of the terms and conditions for performing and furnishing the work.

7. Availability of Lands for Project

- 7.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents.

8. Interpretations and Addenda.

- 8.1. Addenda or Amendments may also be issued to modify the Bid Documents as deemed advisable by the Owner or Owner's Representative. Any substitutions or Amendments may only be made to the Bidding Documents:
 - 1) When the CDIPC submits amendments.
 - 2) When in the opinion of the CDIPC, the GSA, FEMA or COR3, the terms stated therein are unreasonable.
 - 3) When a substantial and irreparable error is found in the Bidding Documents.

- 4) When the CDIPC is interested in increasing or decreasing terms, or amounts, or vary conditions, or specifications.
 - 5) When the terms of the Bidding Documents are reconsidered.
- 8.2. It is understood, the Bidder represents that their Bid is based upon the materials and equipment as described in the Bidding Documents. No requests for substitutions will be considered prior to receipt of bids. Any review or acceptance by the CDIPC of a proposed substitution will be coordinated with the Successful Bidder prior to Contract signature.

9. Project Schedule#

- 9.1. The Work is to be Substantially Complete within **150 calendar days** from the date of issuance of the Notice to Proceed, and Finally Complete within Thirty (30) days after the date of achievement of Substantial Completion, in each case as set forth in the Contract Documents.
- 9.2. It will be necessary for the apparent successful Bidder to confirm capacity to achieve Substantial Completion and Final Completion within the time periods designated in the Contract.

10. Liquidated Damages.

- 10.1. Provisions for liquidated damages are set forth in Article 11 Section 11.4 of the General Conditions, and the amount of liquidated damages payable by the Successful Bidder for each day of delay in achieving Substantial Completion, as required by the Contract Documents, will be as set forth in the Schedule of Liquidated Damages.

11. Bid Form and Statement of Bidder.

- 11.1. The Bid Form and the Statement of Bidder are attached hereto as **Exhibits A and B**, respectively.
- 11.2. All blanks on the Bid Form and the Statement of Bidder must be completed by printing in BLUE ink or by typewriter.
- 11.3. Bidder will provide evidence that is duly authorized to perform construction services in Puerto Rico.
- 11.4. Bid submitted by the Bidder which is a corporation must be executed in the Bidder's corporate name by its president or a vice-president (or other corporate officer accompanied by evidence of authority to sign for such Bidder) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The Bidder's corporate address and state of incorporation must be shown below the signature.
- 11.5. Bid submitted by the Bidder which is a partnership must be executed in the Bidder's partnership name by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 11.6. All names must be typed or printed in blue ink below the signature.
- 11.7. Bidder must acknowledge receipt of all Addenda (the numbers of which must be filled in on the Statement of Bidder).
- 11.8. The address and telephone number for communications regarding the Bidder must be provided.
- 11.9. Bidders which are not organized under the laws of Puerto Rico must provide evidence of authority to conduct business as an out-of-state entity in Puerto Rico.

- 11.10. An Eligibility Affidavit and a Non-Collusive Affidavit attached hereto as **Exhibits E and F**, respectively, must be completed appropriately, dated as closely as possible to the Bid Due Date, and submitted with the Bid.
- 11.11. The Bid price must include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. Award.

- 12.1. The Award will be adjudicated to the proposal, which is in compliance with the Bid Documents and the Bid Regulations according to GSA and CDIPC Procurement Regulations and will be notified to the Successful Bidder.
- 12.1. The award notice of this bid shall not constitute the final agreement between the GSA and the Bidder or the CDIPC and the Bidder. It shall be necessary to execute the corresponding Contract, signed between the CDIPC and the Bidder's Authorized Person to formalize an Agreement.
- 12.2. The CDIPC or the GSA reserves the right to reject (a) any or all Bids, including, without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and (b) the Bid of any Bidder if the CDIPC believes that it would not be in the best interests of the Project to make an award to that Bidder, whether because the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CDIPC.

13. Award of Contract.

- 13.1. Prior to the award of a Contract the Owner will obtain contractor clearance. Evidence of these clearances must be provided to CDIPC. To obtain clearance, the following steps will be taken by the Owner:
 - (1) Search the following web site <https://www.sam.gov/SAM/> and retain documentation of the search results to confirm eligibility of the contractor.
 - (2) The search of the web site only determines whether the contractor is debarred; other types of performance information are not gathered.
 - (3) The Owner must complete the Verification of Contractor Eligibility Form and maintain in the project file.
 - (4) Search the following website https://www5.hud.gov/Ecpcis/main/ECPCIS_List/main/ECPCIS_List.jsp and retain documentation of the search results to confirm eligibility of the contractor in the Limited Denial Participation list.
- 13.2. The Owner may conduct such investigations, as they deem necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, and suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and to Owner's satisfaction, within the prescribed time.
- 13.3. A Contract will be awarded to and executed only with the responsible Bidder, in accordance with 2 C.F.R § 200.318(h), possessing the ability to perform successfully under the terms and conditions included here. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Requirements under 2 C.F.R § 200.213 Suspension and Debarment will be implemented. If a contractor or subcontractor is found to be ineligible after award of a contract, the contract will be immediately terminated by the

Owner. Owner will prepare a written Determination of Responsibility or Non-Responsibility, as applicable, including the reasons therefore, and will include such Determination, in the Procurement File.

14. Contract Security.

- 14.1. Section 8 of the General Conditions and Articles of the Owner-Contractor Agreement sets forth the Owner's requirements with respect to the Performance Bond and the Payment Bond. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the Performance Bond and the Payment Bond in accordance with the Contract Documents.

15. Retainage.

- 15.1. Provisions concerning retainage are set forth in the General Conditions. Unless otherwise specified in the Contract Documents, such retainage shall be **ten percent (10%)** of each partial payment made to the Contractor.

16. Coordination of Work.

- 16.1. Contractor will be responsible for constructing the Work in a manner to ensure proper compatibility of the Work and coordination of activities with Site access.

17. Permits Management

- 17.1. The Contractor shall secure and pay for all permits, governmental and municipal fees, licenses, and certified inspections necessary for the proper execution and completion of this Contract, which are applicable at the time the bids are received.
- 17.2. Once the Project is awarded to the Successful Bidder, obtaining all the appropriate and required permits related to the project (whether municipal, state, or federal) are the responsibility of the Successful Bidder (Contractor) performing the work. All required permits must be issued by the appropriate regulatory agency prior to initiating any site or construction activity.
- 17.3. Environmental Compliance refers to conforming to environmental laws, regulations, standards, and other requirements such as site permits to operate on the project site. The Contractor must adhere to these included, but not limited to, terms:
 - 17.3.1. The Consolidated Construction Permit must be procured from the appropriate permit agency and is the responsibility of the Successful Bidder (Contractor). Copies of this permit must be provided to the Owner prior to commencement of the Work.
 - 17.3.2. If applicable, the Sole Incidental Operational Permit must be procured from the appropriate permit agency and is the responsibility of the Successful Bidder (Contractor). This permit consolidates four procedures: authorization for cutting and pruning, a consolidated general permit, incidental activity, and incidental activity for other projects. Copies of this permit must be provided to the Owner prior commencement of the Work.
 - 17.3.3. A Record of Environmental Consideration (REC) is a signed statement submitted with the project documentation that briefly documents that a Project has received an environmental review by FEMA. RECs are prepared for projects that require them, and for actions covered by existing or previous National Environmental Policy Act (NEPA) documentation and as a compliance review for Environmental Laws other than NEPA. A copy of the Record of Environmental Consideration (REC) issued by FEMA to obtain compliance with the National Environmental Policy Act (NEPA) requirements will be included for the Contractor's review and guidance during the development of construction activities with the purpose to prevent contamination of water bodies, air, soil,

and impacts to endangered species, among others – as part of the Bidding Documents. Recommendations for adequate disposal of project generated wastes are also included in the REC document.

- 17.3.4. The Contractor must carefully review the provided FEMA Record of Environmental Consideration (REC) to identify any applicable additional requirements and conditions for areas like management and disposal of solid wastes, asbestos and lead based paint materials, oils, and asphalt, among others. If present in the Project or mentioned in the REC, these items must be disposed of in accordance with the applicable local and federal laws and regulations. Evidence of proper disposal must be archived and submitted by the Contractor to the Owner as part of the payment certification process and/or as requested by Owner or the Owner's Representative.
- 17.3.5. Endangered Species Act: Prohibits damage or destruction of endangered species of plants and/or animals on Federal lands and on private lands when knowingly in violation of State and/or Federal law. The REC marks which species and/or designated critical habitats are present in areas affected directly or indirectly by the Project. Also, it is the Bidder's responsibility if awarded the Project that any and all requirements of the REC document must be followed as well as to make sure during the course of the Project to never jeopardize the continued existence of any listed species.
- 17.3.6. All permits required to address environmental issues for works to be carried out independently or as part of a construction process of the Project, must include an individual CES, PFE and DS-3 environmental permits (General Consolidated Permit). Copies of these permits must be provided to the Owner prior to the commencement of the related Work.
Refer to and comply with the Regulations for Erosion Control and Sedimentation Prevention, (Reglamento para el Control de la Erosión y Prevención de la Sedimentación) <http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/5754.pdf>
- 17.3.7. The Contractor shall not commence any works that affect the Waters of the US, as defined by 33 CFR 328.3, without a Permit from the US Corps of Engineers (USACE). After completion of the works the affected area shall be restored to pre-construction conditions and, with USACE permit conditions, if applicable.
- 17.3.8. Be advised, that if during the project's duration, the Scope of Work of the Project changes, the CDIPC, COR3 and FEMA must be informed to keep track of the changes and, if required to, revise the Record of Environmental Consideration (REC) initially issued by FEMA to comply with the requirements of the National Environmental Policy Act (NEPA). Failure to perform this task may result in the impossibility of receiving full reimbursement of the project expenses by FEMA.
- 17.3.9. Historical Preservation Compliance: While procuring the permits required for the Project, the Contractor must additionally procure a Recommendation from the Instituto de Cultura Puertorriqueña (ICP) from the Puerto Rico Permits Management Office (Oficina de Gerencia de Permisos or "OGPe" for its Spanish acronym) or the applicable Permitting Office from an Autonomous Municipality (whichever applies). This recommendation must be applied to the Project and a copy of the document submitted to the Owner for their records.
- 17.3.10. For Puerto Rican Boa Snake incident reporting, a report template will be required to be used by all Contractors involved in temporary and permanent work projects to minimize the impact the local boa snake which is under the threat of extinction. As the boa conservation measures state, all incidents with boas should be reported and we expect to see the attached report completed with all proper documentation as part of the payment certification process and during closeout processes. For the document, refer to Act 241 Nueva Ley de Vida Silvestre de PR or for additional information: "Presentación de Seminario sobre Guías para Proteger Culebras durante Proyectos de Recuperación" under "Puerto Rican Boa - Protection Measurements" under the section

“Environmental and Historic Preservation (EHP)” in the Document Library of COR3 located at the following link: <https://www.recovery.pr/en/document-library>.

- 17.3.11. For Puerto Rican Crested Toad conservancy measures, please contact the DNER Representative for further instructions.
- 17.3.12. In relation to the Contractor’s on-site structures, staging areas or related activities, During the construction, Best Management Practices (BMPs) such as soil erosion control measures shall be implemented to protect the surrounding ecosystem, these shall include, but not limited to, the installation of silt fences and floating sediment barrier, if practicable. Periodic inspection shall be performed by the Contractor and all the material deposited downstream or near stormwater flows or registers shall be removed. The Contractor shall take appropriate measures to maintain near normal downstream flows and to minimize flooding when installing temporary structures or conducting temporary activities such as berms, temporary shoal bridges, access fills and dewatering when needing to work in dry environments at construction sites. Temporary fill material must consist of clean materials, and shall be placed, in such a manner that will not be eroded by expected high flows. Refer to Environmental Protection Agency (EPA) general reference documents: “Mejores Prácticas de Gestión de la Construcción Para Prevenir la Escorrentía de Sedimentos” and “Mejores Prácticas de Gestión de la Construcción Para Prevenir la Escorrentía Contaminada”, and the Department of Natural and Environmental Resources (DNER) document entitled PUERTO RICO EROSION AND SEDIMENT CONTROL HANDBOOK FOR DEVELOPING AREAS which was developed in cooperation with USDA – Natural Resources Conservation Services for the selection and design of the selected Best Management Practices and Measures to be implemented by the Contractor must be in compliance with the applicable federal and local laws and regulations.

18. Equal Employment Opportunity

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 CFR chapter 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 they have a collective bargaining agreement, 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.

19. Minority and Women Owned Business Enterprises; and Section 3 Labor Areas

- 19.1. CDIPC recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of all CDIPC's federal funded contracts. CDIPC is committed to ensuring that firms which are MBE/WBE certified are encouraged to submit Bids in response to this procurement process.
- 19.2. Pursuant to Section 3 of the Housing and Urban Development Act of 1968, CDIPC is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- 19.3. The Bidder agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Bidder further agrees to cooperate in any studies

or surveys as may be conducted by HUD, as may be necessary to determine the extent of the Bidder's compliance with this clause.

20. Indemnification and Hold-Harmless

- 20.1. The Bidder shall relieve the Owner, the Owner's Representatives, and other related agencies and public corporations, its directors, officers, employees, agents, representatives, assignees, and the Government of Puerto Rico, from any responsibility and for all losses, causes of action, claims, property and personal damages, liabilities and expenses (including attorney's fees) arising as a consequence of, or related to negligent actions or fault of the Bidder or consultant in the performance of its obligations under this procurement process.
- 20.2. Any staff hired by the Bidder to carry out its obligations under the resulting Agreement for the services requested by this procurement process shall be under the jurisdiction and legal responsibility of the Bidder, who shall assume all of the risks, costs and responsibilities for their actions, supervision, compensation, and discounts required by law. If any acts or situation of harm to third parties arise, Bidder expressly relieves the CDIPC and the Government of Puerto Rico from any claim, lawsuit, suit, or proceedings that arises or may arise in relation thereto.
- 20.3. If the Bidder should subcontract all or any portion of the work to be performed under the resultant agreement, the Bidder shall require each Sub-Consultant to indemnify, hold harmless and defend the CDIPC, its Board, officers, officials, employees, representatives, and agents in accordance with the terms of the preceding paragraphs.
- 20.4. It is prohibited to assign or sub-contract the whole or any portion of the Work without the Owner's prior consent in writing. This requirement will be strictly applied and any disregard of it by the Bidder will be treated as grounds for immediate termination of the contract without prejudice to any other remedies and/or indemnifications.
- 20.5. The Contractor shall, throughout the performance of work under the contract, procure and maintain in effect, and require all Subcontractors and Sub-Subcontractors and others performing any such work to maintain in effect, insurance of the types and with limits not less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

21. Wage Determination

- 21.1. A "wage determination" refers to the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential). In relation to the use of wage determinations, the Contractor must comply with all current labor standards for the construction industry. "Labor standards" means the requirements of: The Davis-Bacon and Related Acts, the Contract Work Hours and Safety Standards Act, the Copeland Act, prevailing wage provisions of the Davis-Bacon and Related Acts; and Regulations, 29 CFR 1, 3, and 5, as well as those expressed in this document.
- 21.2. Effective June 14, 2019, the Department of Labor migrated to the Wage Determination website at <https://sam.gov/content/home> as the source for obtaining Davis Bacon Act (DBA) general wage

determinations. Instructions for how to “follow” a Wage Determination can be found in the FAQ section of the sam.gov website.

21.3. Regarding these labor standards, the Contractor, sub-contractors, and sub-subcontractors are required but not limited to the following terms:

- 1) Comply with all requirements of labor standards and follow the requirements of the Davis-Bacon Act and Related Acts (DBRA) Policy.
- 2) Ensure that no contracts or subcontracts are granted to federally excluded contractors.
- 3) Participate in training and proactively request technical assistance before and during construction.
- 4) Enforce DBRA requirements for the duration of the DBRA-covered project.
- 5) Show the required DBRA posters and wage determination prominently and easily accessible in the workplace.
- 6) Maintain key information for workers and laborers, such as name, address, and social security numbers.
- 7) Pay workers and mechanics employed directly in the workplace, at least applicable current wages, (Including supplementary benefits)
- 8) Send weekly certified payroll reports (CPR) to the Owner’s Representative
- 9) Present evidence of payments to workers and laborers in approved fringe benefit programs.
- 10) Keep detailed information about the use of apprentices and/or assistants.
- 11) Follow all current Wage Determinations and Government of Puerto Rico Executive Orders, as applicable.
- 12) Construction Document Retention: Be advised, since this Project is a prevailing wage project, contractors are required to keep certain documents for an extended period of time. Therefore, the Selected Contractor and its subcontractors must fully comply with 48 CFR Subpart 4.7 - Contractor Records Retention and all its related policies.

22. Project Personnel Safety:

- 22.1. When being at active or inactive work zones, all Contractors’ personnel must always wear hard hats complying with ANSI Z89.1 2009 (or latest edition) Class A and B, and high visibility safety apparel complying with ANSI/ISEA107-2015 (or latest edition) Class 3.