

**GOVERNMENT OF PUERTO RICO
PUERTO RICO EMERGENCY MANAGEMENT AGENCY**

CONTRACT FOR PROFESSIONAL SERVICES

Contract Number _____


AS PARTY OF THE FIRST PART: The Puerto Rico Emergency Management Agency (*Agencia Estatal para el Manejo de Emergencias y Administración de Desastres*), herein represented in this act by its Executive Director, Abner Gómez Cortés, of legal age, married, and a resident of Aguada, Puerto Rico (hereinafter, “**AEMEAD**” by its Spanish acronym).

AS PARTY OF THE SECOND PART: Consul-Tech Caribe, Inc. (“**CSA**”) a corporation existing under the laws of Puerto Rico, Tax Identification No. 66-0553588, represented herein by Frederik Riefkohl, of legal age, married, and a resident of Annapolis, MD. (the “**CONTRACTOR**”).

WITNESSETH

WHEREAS, the Governor of Puerto Rico, Hon. Ricardo Rosselló, has created a Program Management Office (PMO) to provide for the oversight and integration of all public efforts leading to the prompt repair of all damages and the recovery of all Puerto Rico residents from the impact of Hurricanes Irma and María;

WHEREAS, these tasks have to be done expeditiously, and Puerto Rico has to assure its compliance with all applicable laws and regulations;

 **WHEREAS**, on September 17, 2017, the Governor of Puerto Rico, Hon. Ricardo Rosselló, issued the Executive Order 2017-047, which declared a state of emergency throughout Puerto Rico as a result of the impending Hurricane María and its potential impact on the island;

WHEREAS, AEMEAD was designated by the Governor of Puerto Rico as the Governor’s Authorized Representative (GAR), which has the power to execute, on behalf of the Government of Puerto Rico (hereinafter, the “**Government**”), all necessary documents for disaster assistance and to administer all Federal disaster assistance programs on behalf of the Government;

WHEREAS, AEMEAD considered the experience of Contractor in managing federal programs in Puerto Rico and the United States and relied on its expertise to set up the Program Management Plan;

WHEREAS, AEMEAD wishes to retain the services of the CONTRACTOR to provide consulting and technical services whenever requested, on an as needed basis, and such services shall include, without limitation, management activities in the areas of: Program Management, Compliance, and other Technical Services;

WHEREAS, the CONTRACTOR has demonstrated experience and expertise in the areas in which services will be required, and the CONTRACTOR certifies that it possesses the institutional capability to promptly respond to requirements of AEMEAD for needed expertise to be delivered in Puerto Rico, the PARTIES have come to the following agreement:

TERMS AND CONDITIONS


FIRST: AEMEAD engages the CONTRACTOR to provide technical services on an as needed basis for a

ninety (90) day period. AEMEAD may at its sole discretion extend this Agreement for additional 90-day periods. In case that AEMEAD selects to extend this Agreement, it shall notify the CONTRACTOR as such within at least thirty (30) days before the end date of this Agreement, as may be amended. A list of generic services is itemized in **Attachment A**.

SECOND: Whenever services that can be performed by the CONTRACTOR are required by AEMEAD, AEMEAD shall send a REQUEST ORDER to the CONTRACTOR. The CONTRACTOR will submit to AEMEAD within five (5) working days of receipt of a REQUEST ORDER, a proposed work plan that includes the proposed staffing plan for implementing the REQUEST ORDER (the "TASK") and the estimated cost for implementing the TASK. AEMEAD shall review the proposed work plan and proposed cost, and shall submit an order for performance of the TASK (the "TASK ORDER") to the CONTRACTOR once it reaches agreement with the work plan, the staffing plan, and the cost for services relative thereto. Each TASK ORDER shall be numbered, and shall include the number of this Agreement. Each TASK ORDER shall become effective upon the execution by both parties, and should be incorporated in to this Agreement.

THIRD: As compensation for services rendered under the terms of this Agreement, AEMEAD will pay the Contractor for the performance of assigned tasks according to the negotiated TASK ORDER which shall be based on the agreed upon fully loaded labor hourly rates and expenses or upon deliverables, as applicable, specified in each TASK ORDER. Individual billing rates are outlined in Attachment B.

AEMEAD will reimburse the CONTRACTOR for fees and expenses of its outside Consultants and Subcontractors that they may retain with the prior written consent of AEMEAD. Reimbursement for direct expenses and other out-of-pocket disbursements must be directly related to the services rendered, as per a duly executed task order, and will be guided by Federal Acquisition Regulations (FAR).



FOURTH: AEMEAD will pay the CONTRACTOR for the contracted Services on an hourly basis as stipulated in **Attachment B** attached hereto. In no event shall the total amount to be paid by AEMEAD for the services rendered under this Agreement exceed **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00)** ("Contract Amount") in the aggregate during the term of this Agreement.

The CONTRACTOR will submit to AEMEAD invoices within thirty calendar days following the end of each calendar month for the fully loaded labor hourly rates. The invoices shall reference the TASK ORDER number and shall include a detail of the services rendered, the number of hours spent on each matter. The invoices for professional services shall be itemized and must be duly certified. Invoices shall be thorough, complete, accurate and readable. The CONTRACTOR shall promptly provide to AEMEAD upon request any other information or documentation necessary to support the work, expenses and other matters described in the invoice. All invoices and time records shall contain statements from the CONTRACTOR certifying that all services for which payment is requested have been performed, that such performance is in full compliance with its requirements, and that such services have not been billed previously.

AEMEAD will review the invoices carefully to ascertain their accuracy and, if adequate, will proceed with payment. AEMEAD reserves the right to review the invoices and conduct the necessary audits.

AEMEAD shall promptly pay the CONTRACTOR for its services, as specified above, from the date of receipt of the CONTRACTOR's invoices, subject to review and acceptance of the invoice and the provisions of the FOURTEENTH Clause. If AEMEAD disputes part of an invoice, it shall pay the undisputed part as provided herein, and shall work with the CONTRACTOR to resolve the disputed portion as quickly as possible.


Each invoice must include a written certification stating that no officer or employee of AEMEAD, will derive

or obtain or have derived or obtained any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

“We certify under penalty of nullity that no public servant of the Government is party to or will derive or obtain, or has derived or obtained, any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided under the Agreement is the agreed-upon price that has been negotiated with an authorized representative from Government. The total amount shown on this invoice is true and correct. The products have been delivered, the services have been rendered, and no payment has been previously received.”

AEMEAD certifies that the funds for the payment for services rendered under this Agreement have been allocated from budget allocations. All disbursements for the payment of services provided hereunder shall be made from account number 289-021-0000-081-2018 or such other account(s) that may hold the funds budgeted for payment for services rendered under this Agreement.

FIFTH: AEMEAD shall provide the CONTRACTOR proper and timely access to the pertinent records and files of AEMEAD that are necessary to provide the services. The CONTRACTOR will notify AEMEAD in writing, in advance, of any additional information required to provide the services. Such written notice shall include the date by which the CONTRACTOR reasonably requires the additional information to be able to perform the services.

 **SIXTH:** The CONTRACTOR shall not subcontract the services covered by this Agreement without the prior written approval of AEMEAD. CONTRACTOR has identified certain subcontractors that will assist CONTRACTOR in the performances of its services hereunder and are identified under **Attachment C – Identified Subcontractors**. AEMEAD hereby approves the use by CONTRACTOR of the subcontractors identified in **Attachment C**.

AEMEAD reserves the right to withhold approval of subcontracting such portions of the services which AEMEAD may deem are not in the Government's best interests. The CONTRACTOR agrees that AEMEAD will incur no duplication of costs as a result of any such subcontract.

The CONTRACTOR and all Subcontractors shall comply with all the applicable laws, and regulations applicable to such funds, laws concerning tax withholding and all the governmental circulars, opinions and clauses required for the agencies, departments and instrumentalities of the Government. The CONTRACTOR shall require each Subcontractor, to the extent of the services to be performed by such Subcontractor, to be bound to the CONTRACTOR by the terms of this Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward AEMEAD.

The CONTRACTOR agrees that no approval by AEMEAD of any proposed Subcontractor, nor any Subcontractor, nor any of the covenants of the Agreement shall create or be deemed to create any rights in favor of a Subcontractor and against AEMEAD, nor shall it be deemed or construed to impose upon AEMEAD any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and AEMEAD. The CONTRACTOR shall incorporate this clause in any agreement with a Subcontractor.

SEVENTH: The CONTRACTOR agrees to indemnify and hold harmless from any claims initiated against

AEMEAD and/or the Government pursuant to any subcontracts it enters into in performance of this Agreement. AEMEAD's approval of any Subcontractor shall not relieve the CONTRACTOR of any of its responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely and/or jointly responsible to AEMEAD for the acts or defaults of their Subcontractors and of each Subcontractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be an agent or employee of the CONTRACTOR by nature of its subcontract.

EIGHTH: This Agreement shall be in effect as of the date of its execution and in accordance with the FIRST clause of this Agreement. This Agreement may be extended, renewed or amended by mutual agreement of the parties.

NINTH: The parties may terminate this Agreement, in whole or in part, whenever any one of them shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a written notice (a "**Notice of Termination**") specifying the extent to which performance under this Agreement is terminated, and the date upon which such termination becomes effective (the "**Date of Termination**"), which in any event will be at least thirty (30) calendar days from the Notice of Termination date. The right, duties and responsibilities of AEMEAD and the CONTRACTOR shall continue in full force and effect during the notice period.

AEMEAD reserves the right to cancel immediately this Agreement if the CONTRACTOR is in default of any of the covenants, components or stipulations of this Agreement, by giving the CONTRACTOR the corresponding Notice of Termination.

(a) In the event of any termination, AEMEAD shall compensate the CONTRACTOR based on the work completed or partially completed or services rendered and expenses incurred up to the Date of Termination. Work completed or partially completed or services rendered by the CONTRACTOR shall become the property of AEMEAD.

(b) The CONTRACTOR shall deliver all finished or unfinished documents as described above.

(c) Notwithstanding the above, nothing in this Agreement shall relieve the CONTRACTOR from liability to the Government for damages sustained by the Government by virtue of any breach of this Agreement by the CONTRACTOR.

AEMEAD, at its sole discretion, may transfer this Contract or any of the TASK ORDERS under this Contract to any other Government or Public Agency of Puerto Rico at any time during the period covered by the Contract. AEMEAD shall notify the CONTRACTOR promptly upon such transfer.

TENTH: The CONTRACTOR understands and accepts that in the discharge of its professional duties, the CONTRACTOR and its approved Subcontractors have the obligation of complete loyalty towards the Government. This includes not having, and avoiding, any interests that are adverse to the Government. These adverse interests include the representation of clients that have or may have a conflict of interest with AEMEAD or the Government. Furthermore, this obligation includes the continuing obligation to divulge to AEMEAD all the circumstances of its relationships with clients and third parties, as well as any interest that may have an effect on the Government at the time of executing this Agreement or while it is in effect.

A conflict of interest exists when for the benefit of a client, a CONTRACTOR's obligation to promote that which it should oppose in the fulfillment of its obligation towards a former, actual, or potential client. Also, a conflict of interest exists when the conduct is defined as such in the ethics rules and standards recognized in the applicable profession, or in the laws and regulations of Puerto Rico.

It will be a violation of the prohibitions described herein, if any of the CONTRACTOR's principals or employees, or any of its Subcontractors or Subcontractor's officers, directors, principals, partners, associates or employees, engages in the aforementioned conduct. The CONTRACTOR and its Subcontractors will avoid even the appearance of a conflict of interest.

Regarding the propositions mentioned herein, the CONTRACTOR acknowledges the authority of AEMEAD to ensure compliance with these prohibitions. If AEMEAD believes that there is or has been a conflict of interest, or the appearance of a conflict of interest, it will notify the CONTRACTOR of AEMEAD's findings. The CONTRACTOR shall make full disclosure of all material facts, and shall have a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of a conflict of interest. If the conflict of interest or appearance of a conflict of interest is not cured to the satisfaction of AEMEAD, or the controversy is not otherwise resolved prior to the expiration of such 30-day period, AEMEAD may terminate the services immediately pursuant to this Agreement as provided in the NINTH clause above.

The CONTRACTOR covenants that it does not presently have an interest, or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no persons having any such interest shall be employed or subcontracted.

The CONTRACTOR covenant that no member of AEMEAD, and no other official, agent, or employee of the Government, who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect, in this Agreement or in the proceeds thereof. The CONTRACTOR acknowledges receipt of the Ethics Code for Contractors, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as *Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas de Puerto Rico*.

The CONTRACTOR certifies that it will not and has not employed or retained any company or person, other than bona fide employees or Subcontractors working solely for the CONTRACTOR, to solicit or secure the work to be performed under this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees or Subcontractors working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other considerations, contingent upon or resulting from the award or execution of this Agreement. The CONTRACTOR certifies that neither it, nor any of its directors, executives, officers or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the CONTRACTOR certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the services to be rendered under this Agreement, except for any subcontracts authorized by AEMEAD in accordance with the provisions established herein.

The CONTRACTOR certifies that none of its officers or employees, nor any principals, associates, officers, directors, shareholders or employees of any of its Subcontractors, are public officials or employees.

The CONTRACTOR represents that it has secured or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees or have any contractual relationship with AEMEAD.


ELEVENTH: The CONTRACTOR acknowledges the proprietary and confidential nature of all internal, non-public, financial, business and information systems relating to AEMEAD, the Government, its agencies, instrumentalities, public corporations or municipalities, now or hereafter provided to the CONTRACTOR or its Subcontractors.

The CONTRACTOR shall keep in strict confidence all documents, materials, data and information (collectively, "Confidential Information") furnished to the CONTRACTOR or its Subcontractors, and shall not make public or disclose any Confidential Information without the previous written consent of AEMEAD, except as may be required by applicable law.

All reports, analyses, and all documents related to the work being contracted hereunder shall be the exclusive property of AEMEAD and the Government. The CONTRACTOR assumes no liability for the use of its reports, analyses, and all other documents by AEMEAD or other persons for any purpose other than the purposes described in this Agreement. The CONTRACTOR will promptly, upon the written request of AEMEAD and/or upon termination of this Agreement, deliver to AEMEAD the materials, and all work-product, working papers, reports, analyses and all documents related to the work conducted hereunder. The CONTRACTOR shall not invoice the time spent to gather and deliver such information, as it is understood that this is an administrative obligation complementary to the services rendered hereunder.

TWELFTH: The CONTRACTOR hereby certifies that as of the execution of this Agreement, it has filed income tax returns in the Commonwealth of Puerto Rico for the past five (5) years, as required. The CONTRACTOR also certifies that it does not have any outstanding debt (as defined in the THIRTEENTH Article) or other debts with the Government of Puerto Rico for income taxes, real or chattel property taxes, employment insurance premiums, workers' compensation payments, or Social Security for employees.

It is expressly acknowledged that these are essential conditions of this Agreement, and if these certifications are incorrect, AEMEAD shall have just cause for terminating this Agreement immediately, and the CONTRACTOR will have to reimburse any sums of money received under this Agreement.



The CONTRACTOR shall promptly present to AEMEAD the certifications issued by the Department of Treasury, the Department of Labor and Human Resources, and the Municipal Tax Collection Center (known by its Spanish acronym, CRIM) required in accordance with the provisions of the Puerto Rico Department of the Treasury, Circular No. 1300-16-16, dated January 19, 2016, as amended. In the event the CONTRACTOR is unable to obtain some or all of these certifications by the date of execution of this Agreement, due to failures in the Government's systems or otherwise, the CONTRACTOR shall obtain and deliver to AEMEAD these certifications as soon as practicable within 90 days from the execution hereof.

The CONTRACTOR shall be responsible for providing AEMEAD with the certifications required under this Article of any professional or technical person subcontracted by the CONTRACTOR and authorized by AEMEAD. Any person engaged by the CONTRACTOR in accordance with the conditions established herein, other than the employees of the CONTRACTOR, who dedicates twenty-five percent (25%) or more of its time to provide services related to the Agreement, shall be considered Subcontractors, for the purposes of this Article.

THIRTEENTH: For the purposes of this Agreement, tax debt shall mean any debt that the CONTRACTOR, or any of its equity holders or other parties which AEMEAD authorizes the CONTRACTOR to subcontract, may have with the Government for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident firms, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, and Social Security for employees.

FOURTEENTH: The execution of this Agreement shall not generate any rights for the CONTRACTOR, its employees, officers, agents, successors or assigns to which the officers or employees of AEMEAD or the Government, or of any government agency, instrumentality, public corporation or municipality may be


entitled pursuant to law or regulation including, but not limited to, vacation and sick leave, workers' compensation, or any other such benefits.

The CONTRACTOR is an independent contractor and as such shall be responsible for payment of all income taxes and individual and employer's withholdings under the applicable tax laws of Puerto Rico or the U.S. Internal Revenue Code. Except as provided in the next paragraph, AEMEAD shall not make any withholdings or deductions for Social Security, income tax or any other purpose on behalf of the CONTRACTOR, its officers, agents, employees, successors and assigns, but shall inform the Department of the Treasury of Puerto Rico of all payments and reimbursements made by AEMEAD.

FIFTEENTH: AEMEAD will withhold the applicable percentage of the professional fees paid to the CONTRACTOR as provided by Puerto Rico's Internal Revenue Code, as amended, if applicable. AEMEAD shall also deduct and withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Agreement, in accordance with Article 1 of Act No. 48-2013, as amended. AEMEAD shall forward such amount to the Department of the Treasury of Puerto Rico.

SIXTEENTH: The CONTRACTOR hereby certifies that it is duly authorized to do business under the laws of Puerto Rico and the execution, delivery and performance of this Agreement are within the CONTRACTOR's authorized powers and is not in contravention of law.

SEVENTEENTH: The CONTRACTOR, at all times, shall observe and comply with the provisions of all United States and Puerto Rico laws, regulations and local ordinances applicable to the prosecution of all work covered by this Agreement. No compensation subject of this Contract may be demanded until such time as the contract has been presented for registration with the Office of the Comptroller of Puerto Rico, pursuant to the provisions of Act No. 18 of October 30, 1975, as amended.



EIGHTEENTH: The CONTRACTOR certifies and guarantees that at the execution of this Agreement it has not been convicted, or that it has no knowledge of being the subject of any investigation in either a civil or criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or if any of its parts, it shall constitute sufficient cause for AEMEAD to terminate this Agreement immediately, without prior notice, and the CONTRACTOR will have to reimburse to AEMEAD any amount of money received under this Agreement. If the CONTRACTOR is convicted or criminally charged with the charges previously mentioned at any time during the term of the Agreement, the affected Party shall notify AEMEAD immediately. Failure to comply with this responsibility constitutes a violation of this Article, and shall result in the remedies mentioned previously.

NINETEENTH: The CONTRACTOR shall be solely responsible for and shall hold AEMEAD and the Government harmless from any claim or action for any injury or damage to any person, employee and/ or property to the extent such injury or damage was sustained through negligence or misconduct of any employee or Subcontractor of the CONTRACTOR in connection with the performance of the services hereunder.

TWENTIETH: During the performance of this contract, the CONTRACTOR agrees as follows:

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

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.


(2) 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.



(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

TWENTY FIRST: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the CONTRACTOR or any Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this Section, the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and any such Subcontractor shall be liable

to the Government, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. AEMEAD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONTRACTOR or any Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

TWENTY SECOND: Clean Air Act.

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to AEMEAD and understands and agrees that AEMEAD will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

TWENTY THIRD: Federal Water Pollution Control Act.

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

(2) The CONTRACTOR agrees to report each violation to AEMEAD and understands and agrees that the AEMEAD will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

TWENTY FOURTH: Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).


(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by AEMEAD. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to AEMEAD and the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TWENTY FIFTH: The Contractor and any Subcontractors shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended), ensuring that any Federal appropriated funds are not used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by this Section. Contractor shall also disclose as required any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award associated with this contract.

TWENTY SIXTH: In the performance of this Contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

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- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

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

TWENTY SEVENTH: Access to Records and Reports. The following access to records requirements apply to this contract:

(1) The CONTRACTOR agrees to provide AEMEAD, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(2) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

(3) The CONTRACTOR agrees to retain all records for a period of not less than three years after the termination date of this Agreement.

TWENTY EIGHTH: 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, San Juan Part.

TWENTY NINTH: Miscellaneous.

(1) The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

(2) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(3) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to AEMEAD, the CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

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

(5) All notices required or necessary to be given to the parties shall be forwarded in writing, via U.S. Mail, certified with return receipt requested, or by private express courier or mail service providing evidence of receipt, to the following addresses:

To the PUERTO RICO EMERGENCY MANAGEMENT AGENCY:

P.O. Box 194140

San Juan, PR00919-4140

Phone (787) 724-0124 – Fax (787) 725-4244

 **To the CONTRACTOR:**

Jesús J. Suárez, President

Consul-tech Caribe, Inc.

San Juan PR 00907-6850

Phone (787) 641-6800 - Fax (787) 641-6850

THIRTIETH: The CONTRACTOR and Subcontractors shall maintain books, records and other documentation according to the generally accepted accounting procedures consistently applied, and any other applicable laws. All such documentations shall be kept for a minimum of ten years after the date of the final payment under this Agreement or until the resolution of any litigation, claim, negotiation, audit or other action brought during such period and shall be subject to audit by AEMEAD.

The CONTRACTOR shall provide full and complete access to all documentation relating to this Agreement to AEMEAD, the Office of the Comptroller of Puerto Rico, or their duly authorized designees, and to federal (if applicable) or Puerto Rico agencies or their duly authorized designees, upon reasonable notice. Such access shall include on-site audits, review and photocopying and reproduction of such documentation at the reasonable expense of the auditing party. AEMEAD agrees that any audit by AEMEAD shall be limited to auditing of records relating to the AEMEAD projects and the services performed under this Agreement.

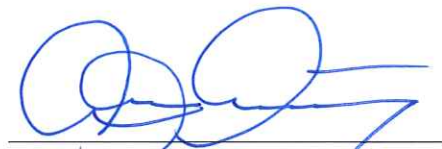
THIRTY FIRST: Memorandum No. 2017-001; Circular Letter 141-17 of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*) and the Office of Management and Budget (*Oficina de*

Gerencia y Presupuesto):

a) Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this contract. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

b) Termination Clause: The Chief of Staff of the Governor shall have the power to terminate this contract at any time.

IN WITNESS THEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico, this 26th day of September, 2017



Abner Gómez Cortés
Executive Director

Puerto Rico Emergency Management Agency
Tax Identification No. _____



Frederik Riefkohl
Secretary

Consul-tech Caribe, Inc.
Tax Identification No. 66-0553588

Attachment A – General Scope of Services

Program Office Set-Up:

1. Set up Sub-Recipient Program Management Office facilities and infrastructure
2. Identify proper and capable staff that can execute the different responsibilities to be delineated in conjunction with the sub-recipient.

Grants Management

1. Develop and implement Sub-recipient grant formulation strategy.
2. Assist sub-recipient in damage identification, development of damage descriptions, preparation of scope of work for repair, and construction estimates.
3. Provide technical support regarding grant program eligibility to sub-grantee staff.
4. Assist in development and evaluation of appropriate sub-recipient hazard mitigation options.
5. Prepare reimbursement requests and track sub-recipient reimbursements.
6. Assist in request and negotiation of sub-grant amendments.
7. Assist in sub-grant closeouts.
8. Provide program management and strategy, evaluation, and recommendations on funding delivery methods for sub-recipients.
9. Assist in preparation and execution of appeals and arbitrations as needed by the sub-recipient(s).

Managerial and Oversight:

1. Develop and maintain a single-source, comprehensive project database per sub-recipient.
2. Identify on an on-going basis the federal fund resources for competitive grants, loans, assisted programs, and other related available programs that the sub-recipient may be eligible for receiving additional funds.
3. Monitor & report regarding progress and effectiveness of sub-recipient's overall program.
4. Develop, monitor and adjust (as necessary) sub-recipient's program operational master plan, schedule, and budget.
5. Develop a document control system apt for the sub-recipient program operation.
6. Review sub-recipient's existing financial and procedural controls, including cost coding and accounting structures. Provide appropriate recommendation to meet compliance requirements.
7. Assist in sub-recipient procurement as needed. Including invoice review and recommending procurement/contract modifications required for compliance.
8. Assist in ensuring that all sub-recipient funding is properly tracked and recorded consistent with grant requirements and retention policies.

Compliance:

1. Develop the sub-recipient program implementation guidelines for permanent repairs.
2. Establish necessary process and financial controls to comply with the program requirements as it relates accountability and transparency for sub-recipients.
3. Report overall program results in accordance with federal regulations. For details regarding Reporting see below.
4. Monitor sub-recipient to ensure proper usage of funds and compliance with applicable deadlines, obligations and funds disbursement procedures.
5. Assist sub-recipient in managing in advance with due dates and other factors which affect obligation of funds
6. Tracking all deliverables and working with sub-recipients to resolve any issues.

7. Communicating with sub-recipient as deliverables are processed to help solve errors and inconsistencies.
8. Assist in the preparation of financial reports, reimbursement requests, and invoices.
9. Resolve grant non-compliance issues with the corresponding federal and local agencies.
10. Assist sub-grantee in acting as Liaison to Grantee.

Reporting:

1. Assist the sub-recipient in the preparation and submission of grant related reports.
2. Submit on a regular basis the following reports for sub-recipient's review and comments:
 - a. Program Table Database
 - b. Action Item Tracking Log
 - c. Four Blocker Weekly Summary
 - d. Scorecard Report
 - e. Account Report (per sub-recipient)
 - f. Updated Milestone Schedule
 - g. Federal Proposal (if applicable) status report.
 - h. Outreach report (when and if necessary).
 - i. Sub-recipient monitoring log
 - j. Information Request response letters
 - k. Update infrastructure project list.
 - l. Update bid project list.
 - m. Financial status report
 - n. Quarterly reports

As-needed permanent work for sub-grantees:

1. Design and/or design oversight to restore sub-recipient facilities to pre-disaster design, function, and capacity.
2. Construction management advisory services to deliver sub-recipient projects on time, within budget, and consistent with sub-grantee performance and federal compliance requirements.

Emergency Services as needed by sub-recipients:

1. Debris monitoring and compliance
2. Safety inspection of buildings
3. Management of sheltering operation, mass-care delivery
4. Design implementation of short-term housing or other emergency services

Attachment B – Individual Billing Rates

RESOURCE	RATE
Prin Advisor	\$ 240.00
Program Manager	\$ 200.00
Sr Advisor	\$ 225.00
Sr. Project Professional, Lead Engineer/Architect/Scientist, Sr. CM	\$ 168.00
Insur Specialists	\$ 150.00
Historic Pres. Spec.	\$ 144.00
Sr. Engineer/Architect/Scientist, Project Manager	\$ 144.00
Tech Specialist	\$ 135.00
Agency Specialists	\$ 125.00
Benefit Cost Analyst	\$ 120.00
406 Hazard Mitigation Spec	\$ 120.00
404 Hazard Mitigation Specialist	\$ 120.00
Procurement	\$ 120.00
Sr. Project Controls	\$ 120.00
Engineer/Architect/Scientist, Project/Construction Administrator	\$ 114.00
Design Advisor	\$ 108.00
Cost Estimators	\$ 95.00
Sr. Field Technician	\$ 90.00
Scheduler	\$ 85.00
Sr. CAD Operator	\$ 78.00
Engineering/Architecture/Scientist/Construction Staff	\$ 78.00
PA Technicians	\$ 75.00
Debris Specialist	\$ 75.00
Project Controls	\$ 66.00
Communications	\$ 60.00
Doc Mgmt Tech	\$ 50.00
Debris Coordinator	\$ 50.00
Assistant Engineer/Architect/Scientist	\$ 48.00
CAD Operator	\$ 47.00
Field Technician	\$ 45.00
Admin	\$ 40.00

Attachment C – Identified Subcontractors

- 1. APTIM Environmental & Infrastructure, Inc.**
- 2. Freese and Nichols, Inc.**
- 3. CSA Architects & Engineers, LLC**

Task 1 - Recovery Step A: Initial Contract Coordination and Early Project Collaboration

Term: 90 Days from the date of execution of this Contract

The total budget amount for Task 1 is established at **Six Hundred Seventy Seven Thousand One Hundred and Twenty Dollars (\$677,120.00).**

Deliverables.

1. Initial damage identification list by (major central government agency and public corporations) sub-grantee¹.
2. Project Formulation Strategy by sub-grantee.
3. Financial reconciliation of emergency work, scope of work, and damage description for preparation of initial emergency work Project Worksheet's (PW).
4. Report identifying preliminary hazard mitigation by sub-grantee.
5. Project and grants management system design and setup to integrate with grantee's grant management system and facilitate project management for each sub-grantee.
6. Review of each sub-grantees procedures, personnel, and systems with report and recommended modifications to ensure compliance with federal requirements.
7. PMO office and organization setup
8. Process documentation and training
9. Document control center, data gathering, initial grant identification and management
10. Develop Communications protocols
11. Initial grant requirement identification, goal development and implementation plan development

¹ Initial major central government agencies include: PREPA, PRASA, PRHTA, PRPA, Health, Education, Housing