

GOBIERNO DE PUERTO RICO  
DEPARTAMENTO DE RECURSOS NATURALES Y AMBIENTALES  
SAN JUAN, PUERTO RICO

AGENCIA: 050

CONTRATO NÚM.: 2023-00023  
REGISTRO NÚM.: 18-8-22

CONTRATO DE SERVICIOS PROFESIONALES Y CONSULTIVOS

COMPARECEN

**DE LA PRIMERA PARTE:** EL DEPARTAMENTO DE RECURSOS NATURALES Y AMBIENTALES del Gobierno de Puerto Rico, agencia gubernamental creada y autorizada a otorgar contratos por virtud de la Ley Núm. 23 de 20 de junio de 1972, según enmendada, conocida como *Ley Orgánica del Departamento de Recursos Naturales y Ambientales*, representado en este acto por su **SECRETARIA INTERINA**, Anais Rodriguez Vega, mayor de edad, casada, abogada y vecina de San Juan, Puerto Rico (en adelante denominado "EL DEPARTAMENTO" o "DRNA").

**DE LA SEGUNDA PARTE:** UNIVERSIDAD ANA G. MÉNDEZ (Sistema Universitario Ana G. Méndez, Incorporado; Núm. Registro 1761), representada por su **PRESIDENTE**, José F. Méndez Méndez, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico (en adelante denominada "UAGM").

EXPONEN

**POR CUANTO:** La Ley 171-2018, tiene el propósito de ejecutar y dar cumplimiento al Plan de Reorganización del Departamento de Recursos Naturales y Ambientales de 2018, adoptado al amparo de la Ley 122-2017, el cual transfiere, agrupa y consolida en el Departamento de Recursos Naturales y Ambientales, facultades, funciones, servicios y estructuras de la Junta de Calidad Ambiental, la Autoridad de Desperdicios Sólidos y el Programa de Parques Nacionales adscrito al Departamento de Recreación y Deportes. Una de las facilidades más importantes del Programa de Parques es el Zoológico de Puerto Rico, Dr. Juan A. Rivero en la que necesitamos tener el mejor cuidado posible para los animales.

**POR CUANTO:** La Ley Núm. 23, *supra*, autoriza a **EL DEPARTAMENTO** a, entre otras cosas, otorgar contratos particulares a los fines de alcanzar sus objetivos y metas.

**POR CUANTO:** La Universidad Ana G. Méndez (**UAGM**) es una entidad de educación superior sin fines de lucro, cuya misión principal es promover el desarrollo y bienestar cultural, social y económico de la sociedad puertorriqueña, así como de otros sectores de la comunidad hispana fuera de Puerto Rico, mediante la ampliación de oportunidades educativas en beneficio de las comunidades a las cuales sirve.

**POR CUANTO:** Universidad Ana G. Méndez ofrece grado asociado y bachillerato en Tecnología Veterinaria. Ambos programas preparan estudiantes interesados en el campo de la medicina veterinaria, para desempeñarse como técnicos o tecnólogos veterinarios, una vez licenciados, en diversos escenarios laborales, bajo la dirección y supervisión de un médico veterinario licenciado. Una vez los estudiantes obtengan su grado, aplicarán las destrezas y conocimientos adquiridos, al cuidado y manejo de animales pequeños y animales grandes, entre otras especies. Además, se adiestrarán para el manejo de enfermedades, nutrición animal, farmacología, parasitología, anestesia, asistencia médica, asistencia quirúrgica, prevención de enfermedades, higiene y mantenimiento del área laboral, entre otras funciones.

**POR CUANTO:** En la actualidad, el Zoológico Nacional de Puerto Rico, Dr. Juan A. Rivero, ha expresado la necesidad de contratación de servicios veterinarios para el cuidado de las especies del zoológico y llevar a cabo la administración de la Clínica

Veterinaria del zoológico. Estos servicios deben ser establecidos para atender las necesidades de cuidado preventivo, tratamiento, rehabilitación, nutrición, manejo de entorno, conservación y preservación de las especies que allí habitan, así como el componente administrativo para supervisión, inventario de equipos, materiales y medicamentos, órdenes de compra de equipo, colaboración en evaluaciones de empleados, adiestramiento, reuniones de *staff*, y educación a la sociedad, etc.

**POR CUANTO:** De acuerdo a la misión de UAGM y con la intención de colaborar con el pueblo de Puerto Rico para atender las necesidades del Zoológico Nacional de Puerto Rico la Universidad Ana G. Méndez estará a cargo de la administración y supervisión de la Clínica Veterinaria del Zoológico. Dicha supervisión y administración será una aportación benéfica y completamente gratuita. Como parte de los servicios que se ofrecerán en la Clínica Veterinaria se incluyen los servicios veterinarios acordados, con el grupo de su facultad regular en medicina veterinaria y cualquier otro personal que sea necesario subcontratar en unión a un tecnólogo veterinario. UAGM velará por los mejores principios y las mejores prácticas veterinarias. El presupuesto total del presente contrato se consumirá en su totalidad única y exclusivamente a favor y en beneficio del Zoológico, mediante la contratación del equipo de profesionales veterinarios, por lo cual, para todo efecto práctico, la labor de la UAGM en este contrato es *ad honorem*, pro-bono, sin beneficio económico alguno.

**POR CUANTO:** UAGM cuenta en su facultad con un grupo de Doctores Veterinarios, bajo la administración y supervisión, que estarán prestando sus servicios en el Zoológico de Puerto Rico, Dr. Juan A. Rivero.

**POR TANTO:** EL DEPARTAMENTO y UAGM han acordado otorgar el siguiente Contrato de Servicios Profesionales, Consultivos (en adelante denominado "CONTRATO"), todo lo cual se hace sujeto a las siguientes:

### CLÁUSULAS Y CONDICIONES

**PRIMERA:** La propuesta sometida por UAGM y aprobada por EL DEPARTAMENTO describe los servicios que el primero llevará a cabo a solicitud y satisfacción del segundo en lo aplicable y no contradictorio con este CONTRATO. Dicha propuesta se hace formar parte de este CONTRATO y se identifica como **Anejo A**. En la eventualidad de surgir alguna discrepancia en la interpretación del presente CONTRATO y la propuesta presentada, las partes acuerdan que el primero prevalece sobre la segunda.

**SEGUNDA:** UAGM prestará a EL DEPARTAMENTO los servicios que se mencionan a continuación, los cuales se detallan en la propuesta presentada por el primero al segundo (Anejo A):

### RESPONSABILIDADES DEL PERSONAL VETERINARIO EN EL ZOOLOGICO:

#### Atención médica veterinaria

1. Proporcionar atención médica que incluye: exámenes físicos de rutina, protocolos de prevención/profilaxis de rutina, órdenes de tratamiento y procedimientos de control de enfermedades.
2. Administrar y controlar la anestesia.
3. Evaluar e interpretar los resultados de exámenes diagnósticos, imágenes radiológicas, laboratorios de patología clínica.
4. Manejar enfermedades crónicas y patológicas, enfermedades infecciosas y no infecciosas.
5. Prescribir y administrar el tratamiento médico adecuado.
6. Realizar procedimientos quirúrgicos menores y/o mayores.

7. Identificar y referir condiciones para tratamientos y procedimientos especializados cuando sea necesario.
8. Proporcionar exámenes médicos, certificación de Salud y/o *crating* de animales para sus envíos hacia y para el Zoológico.
9. Responder y aclarar las preocupaciones del personal de cuidado de animales con respecto a la rutina y el cuidado de animales de emergencia.
10. Determinación de la eutanasia a los animales cuando sea necesario, en consulta con el personal curatorial.
11. Proporcionar recomendaciones para el cumplimiento normativo (federal, estatal, industria, etc.).
12. Responder a casos de emergencia de guardia.
13. Recibir educación continua y mantenerse al día sobre el conocimiento general del zoológico y la vida silvestre, así como las regulaciones pertinentes.
14. En algunos casos, el veterinario puede examinar, diagnosticar y tratar animales incautados por el DRNA y responder situaciones de emergencia (on-call)

#### **Administración de clínicas veterinarias del zoológico.**

15. El grupo veterinario de la **UAGM** debe administrar la clínica veterinaria en el Zoológico Nacional de Puerto Rico.
16. El grupo veterinario de la **UAGM** debe tener plena capacidad para tomar decisiones médicas para el bienestar de los animales del zoológico.
17. Los veterinarios de la **UAGM** deben tener plena capacidad para tomar decisiones con respecto a la dirección médica de la clínica, los asuntos médicos de los animales, el inventario, los protocolos y los procedimientos médicos.
18. Solicitar un inventario de los animales, detallando las especies, edades, sexo, estado reproductivo y condiciones de salud de los mismos.

#### **Registros médicos veterinarios**

19. Documentar, preparar y mantener notas médicas escritas en los registros médicos permanentes de los animales de manera oportuna para todos los procedimientos médicos.
20. Seguir las directrices para la distribución interna y externa de registros departamentales.
21. Colaborar con el desarrollo y mantenimiento de los Procedimientos Operativos Estándar del Zoológico.

#### **Responsabilidades académicas**

22. Poder utilizar la clínica como ambiente de enseñanza y tutoría de la Tecnología Veterinaria (AD y BS) incluyendo: enseñanza didáctica y formación clínica.

#### **Representación veterinaria del Zoológico:**

23. Representar al Zoológico con la autorización del Departamento de Recursos Naturales y Ambientales ante sociedades de conservación, organizaciones, medios de comunicación, agencias gubernamentales y el público, de una manera bien informada y responsable.

24. Desarrollar y mantener contactos profesionales con veterinarios de otros zoológicos y organizaciones profesionales a nivel nacional e internacional.

25. Participar en presentaciones a organizaciones profesionales según lo solicitado por el Departamento.

26. Participar y colaborar en la evaluación del personal del zoológico.

#### Requisitos que deben cumplir los veterinarios:

27. Poseer un Doctorado en Medicina Veterinaria de escuela acreditada Asociación Americana de Medicina Veterinaria.

28. Debe tener una licencia veterinaria estatal vigente y válida, sustancias controladas, certificación DEA y acreditación USDA / APHIS.

29. Poseer y presentar póliza de seguro de impericia veterinario vigente.

30. Poseer destrezas en Microsoft Office Word, Excel, Outlook y Power Point

31. Capacidad para representar al Zoológico Nacional de Puerto Rico ante otras organizaciones, el gobierno, los medios y el público en general.

32. Capacidad para comunicarse, guiar, entrenar y nutrir eficientemente al personal del zoológico en varios niveles.

33. Fuertes habilidades de organización.

34. Capacidad de dominar dos idiomas: español e inglés.

35. Licencia de conducir válida.

36. Disponibilidad para asistir hasta un máximo de 24 horas a la semana a las instalaciones del zoológico.

37. Presentar evidencia vigente de inmunidad en contra del virus de la rabia (certificado y/o títulos clínicos, según aplique).

#### RESPONSABILIDADES DEL PERSONAL DE TECNOLOGÍA VETERINARIA:

1. Colaborar en la atención médica a los animales en Zoológico Nacional de Puerto Rico.

2. Ayudar en el adiestramiento de profesionales y estudiantes.

3. Realizar pruebas de patología clínica (CBC, química, análisis de orina, exámenes fecales, citologías, pruebas de coliformes de agua y otros.

4. Ayudar en la inducción de anestesia, intubación, monitoreo de mantenimiento y recuperación.

5. Preparar la suite quirúrgica y los instrumentos de cirugía antes de un procedimiento quirúrgico en la clínica veterinaria y/o en los terrenos del zoológico.

6. Ayudar durante los procedimientos quirúrgicos en la clínica veterinaria o en los terrenos del zoológico.

7. Limpiar y desinfectar el área quirúrgica o el área del terreno y los instrumentos, después de procedimientos quirúrgicos y de anestesia.

8. Operar equipo radiográfico de diagnóstico, incluido pero no limitado a: rayos X y estacionarios y portátiles y sonogramas. Realizar posicionado de paciente correctamente para imágenes radiológicas e identificar y almacenar con precisión las imágenes.

9. Realizar tratamientos y monitoreo de hospitalización, colocación y cuidado de catéter intravenoso.

10. Preparar medicamentos diarios, mantener registros.
11. Colaborar en la limpieza del área de hospitalización de los pacientes, cuando sea necesario.
12. Ayudar en el mantenimiento de inventarios de suministros de hospitales y medicamentos.
13. Reabastecer suministros en todas las áreas clínicas.
14. Ayudar en el mantenimiento de registros de programas de medicina preventiva y sustancias controladas.
15. Responsable de los congeladores y de las solicitudes de biomateriales.
16. Responsable de supervisar y mantener archivo de las hojas de SDS y hojas de envío.
17. Colaborar en el mantenimiento de equipos hospitalarios.
18. Proporcionar asistencia en la capacitación de estudiantes y nuevos empleados.
19. Realizar tareas adicionales según sea necesario.

 **Requisitos:**

20. Licenciado en Ciencias en Tecnología Veterinaria, por una institución acreditada.
21. Debe poseer y presentar evidencia de una licencia de tecnólogo veterinario estatal vigente.
22. Competente con Microsoft Office Word, Excel, Outlook y Power Point.
23. Fuertes habilidades de organización.
24. Dominio de dos idiomas: español e inglés.
25. Licencia de conducir de Puerto Rico vigente.
26. Disponibilidad para trabajar 40 horas por semana en las instalaciones del zoológico.
27. Al menos 3 años de experiencia como técnico veterinario a tiempo completo, preferiblemente en un zoológico o en un entorno exótico.
28. Disponibilidad para responder a emergencias de guardia.
29. Presentar evidencia vigente de inmunidad en contra del virus de la rabia (certificado y/o títulos clínicos, según aplique).

 **OBLIGACIONES NO DELEGADAS BAJO ESTE CONTRATO:**

1. **UAGM** no será responsable de llevar a cabo procedimientos especializados, tales como: procedimientos dentales en hipopótamos, cirugías de tejido blando en cavidades o cirugías ortopédicas para la cual no exista el equipo sofisticado disponible, consultoría sobre problemas cardiacos, especialmente para los grandes simios, así como cualquier otro procedimiento extraordinario especializado que surja.
2. Para los servicios especializados **EL DEPARTAMENTO** deberá autorizar los mismos con designación de fondos para llevar a cabo estos servicios, debiendo

**EL DEPARTAMENTO** contratar los especialistas correspondientes, necesarios y requeridos.

**TERCERA:** UAGM certifica que tiene los conocimientos, la capacidad y experiencia necesaria para realizar los trabajos objeto de este **CONTRATO**. Además, garantiza que tiene el equipo necesario para ejecutar los servicios requeridos bajo este **CONTRATO**.

**CUARTA:** UAGM será considerado en el presente **CONTRATO** como contratista independiente y no como empleado de **EL DEPARTAMENTO**. Por ello, este **CONTRATO** no conlleva concesión de beneficios marginales, tales como vacaciones por licencia regular, licencia por enfermedad, o bono de Navidad, ni se le retendrá de sus pagos cantidad alguna por concepto de seguro social.

**QUINTA:** Los servicios profesionales y consultivos que UAGM lleve a cabo al amparo de este **CONTRATO**, se prestarán de manera satisfactoria para **EL DEPARTAMENTO** y de conformidad general con los procesos y normas establecidas, incluyendo el realizar todos los trabajos de acuerdo a los más altos estándares de profesionalismo. UAGM certifica que conoce las normas éticas que rigen su profesión y asume el riesgo por sus acciones. UAGM se compromete a registrarse por las disposiciones del "CÓDIGO DE ÉTICA PARA CONTRATISTAS, SUPLIDORES, Y SOLICITANTES DE INCENTIVOS ECONÓMICOS DEL GOBIERNO DE PUERTO RICO" contenido en el Título III de la Ley Núm. 2-2018, conocida como "Código Anticorrupción para el Nuevo Puerto Rico".

**SEXTA:** UAGM entiende que todos sus servicios, labores, trabajos, informes parciales y finales, así como cualquier factura las realizará conforme a las mejores prácticas de la industria.

**SEPTIMA:** Todos los servicios y tareas descritas en este **CONTRATO** se llevarán a cabo siempre en coordinación y con la supervisión de la **SECRETARÍA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES del DEPARTAMENTO**, o su representante autorizado, y se registrarán conforme a lo siguiente: (1) las cláusulas del **CONTRATO** y (2) la propuesta presentada por UAGM y aprobada por **EL DEPARTAMENTO**.

**OCTAVA:** UAGM podrá en cualquier momento recomendar por escrito a **EL DEPARTAMENTO** cualquier medida que entienda pueda agilizar, mejorar y maximizar los servicios aquí contratados.

**NOVENA: COMIENZO Y TERMINACIÓN:** Este **CONTRATO** entrará en vigor en la fecha de su otorgamiento y estará vigente hasta el 30 de junio de 2023 o hasta que se agoten los fondos asignados. El **CONTRATO** podrá ser extendido o revisado cuando las condiciones del trabajo así lo requieran, o de surgir cualquier acto de la naturaleza, situación o condición que así lo justifique, por un período adicional razonable, previo acuerdo escrito entre ambas partes. Dicha extensión siempre estará sujeta a que los fondos estén disponibles para tales fines.

Las fechas de los trabajos que le fueran asignados a UAGM, así como cualquier detalle adicional de los mismos, será consignado por escrito por **EL DEPARTAMENTO**. A solicitud de **EL DEPARTAMENTO**, UAGM entregará un informe de progreso por escrito, detallando el estatus de los trabajos completados y el costo incurrido para ejecutar los mismos.

#### DECIMA: COMPENSACION Y PROGRAMACION DE PAGOS

**A. EL DEPARTAMENTO** acuerda pagar a la UAGM por los servicios profesionales estipulados en este **CONTRATO** hasta un máximo de **DOSCIENTOS MIL DÓLARES (\$200,000.00)**. Esta cantidad se pagará con cargo a la cuenta de cuenta E1220-793-0500000-006-2022.

**B. EL DEPARTAMENTO** realizará las mejoras al edificio, pintura, techos, instalación de unidades de aire acondicionado nuevas individuales, instalación y mantenimiento de equipo existente, "upgrade" del equipo de rayos X existente, calibración de equipo veterinario, rifles, mesa de cirugía, lámpara de cirugía, aparatos y equipo de restricción y captura, autoclave, máquina de laboratorio

(CBC/ química), centrífuga, gabinete de medicamentos controlados, máquina de electrocardiograma, máquina de succión, máquina de anestesia y sus componentes, microscopio, oftalmoscopio, otoscopio, balanza en gramos, refractómetros, unidad de electrocauterio, refrigeradores, balanzas y "fume hood". Además, de mantener el contrato para el control de plagas, instalación de cámaras de seguridad para monitorear las facilidades y el gabinete de medicamentos controlados, según descrito en el Anejo A.

**C. EL DEPARTAMENTO** le entregará la llave del edificio de la clínica del Zoológico al personal de la **UAGM** con la lista de inventario (Anejo B) de los equipos que se encuentran en la clínica, para lo cual se formalizará un inventario de entrega y condición del inventario.

**D. EL DEPARTAMENTO** pagará por las tareas realizadas mensualmente con la autorización y a satisfacción de la **SECRETARIA** del **DEPARTAMENTO** o su representante autorizado.

**E. EL DEPARTAMENTO** será responsable del pago de todo gasto relacionado a la compra de medicamentos, equipos y materiales para la Clínica.

**F.** Los pagos serán hechos por **EL DEPARTAMENTO** respondiendo a facturas donde se detallan los servicios realizados, sometidas por **UAGM** debidamente firmadas y certificadas por este y de acuerdo con los términos y tareas especificadas en la propuesta sometida.

**G.** Todo pago realizado por los servicios prestados bajo este **CONTRATO** se procesará conforme a la reglamentación vigente y normas establecidas por el Departamento de Hacienda.

**H. EL DEPARTAMENTO** reconoce que **UAGM** ofrecerá el servicio de administración y supervisión de la Clínica Veterinaria libre de costo, ad honorem, en beneficio y como aportación al Zoológico.

**I. UAGM** someterá a **EL DEPARTAMENTO** las facturas en original y, con cada una de ellas, el número del **CONTRATO**. Con cada factura, **UAGM** presentará un informe de progreso detallado que incluirá las tareas realizadas, las horas invertidas por cada tarea realizada, el producto de su trabajo y su por ciento de terminación. La suma total de las cuantías equivaldrá al total de dinero facturado para el periodo en cuestión.

**J.** A **UAGM** se le retendrá de sus pagos el diez por ciento (10%) de contribuciones sobre ingresos, conforme establecido en la Ley 257-2018, la cual enmienda la Ley Núm. 1-2011, conocida como "Código de Rentas Internas para un Nuevo Puerto Rico", salvo que **UAGM** someta un relevo emitido por el Departamento de Hacienda, en cuyo caso la retención será aquella indicada en el mismo. **EL DEPARTAMENTO** notificará al Negociado de Contribuciones sobre Ingresos del Departamento de Hacienda el importe pagado. **UAGM** se hace responsable de efectuar los pagos que procedieran a esos efectos, tanto patronales como individuales.

**K.** De conformidad con la Ley Núm. 48-2013, se le impone una aportación especial de uno punto cinco por ciento (1.5%) del importe total del **CONTRATO** a todo **CONTRATO** de servicios profesionales, consultivos, publicidad u orientación. Esta aportación se realiza para todo servicio prestado a partir del 1 de julio de 2013, independientemente de la fecha de formalización del **CONTRATO**.

**L. UAGM** se compromete a incluir la siguiente certificación en cada factura presentada para su pago, según establecido en la Ley Núm. 2, *supra*:

"Bajo pena de nulidad absoluta certifico que ningún servidor público del Departamento de Recursos Naturales y Ambientales es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de

ser parte o tener interés en las ganancias o beneficios productos del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado del Departamento de Recursos Naturales y Ambientales. El importe de esta factura es justo y correcto. Los trabajos han sido realizados, los productos han sido entregados y los servicios han sido prestados, y no se ha recibido pago por ellos."

**EL DEPARTAMENTO** no pagará a **UAGM** por factura alguna que no contenga la certificación antes indicada.

#### UNDECIMO: COORDINACIÓN DEL PROYECTO

**A. LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES** o su representante autorizado, es la persona responsable de la coordinación de los servicios y labores entre **UAGM** y **EL DEPARTAMENTO** o cualquier otra agencia federal, estatal o local a fin de que **UAGM** pueda brindar los servicios profesionales y aquellas labores requeridas al amparo de este **CONTRATO**. **LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES** de **EL DEPARTAMENTO**, o su representante autorizado, será la persona responsable de certificar cada una de las facturas presentadas por **UAGM** para el pago correspondiente.

**B. EL DEPARTAMENTO**, por conducto de **LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES**, o cualquier persona autorizada por este, proveerá el apoyo que se requiera como parte de la ejecución del proyecto. Se requiere que **UAGM** coordine los servicios con **EL DEPARTAMENTO**.

**C. LA SECRETARIA** del **DEPARTAMENTO**, o su representante autorizado, podrá convocar a reuniones a **UAGM** cuando así lo estime necesario, con el fin de evaluar el progreso de los trabajos objeto del **CONTRATO**. Asimismo, determinará en cuales reuniones **UAGM** participará su equipo de trabajo o cualquier otro funcionario del **DEPARTAMENTO**.

**D. EL DEPARTAMENTO**, por conducto de **LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES** o su representante autorizado, podrá contactar a **UAGM**, dentro o fuera de horas laborables, a sus números de teléfono, así como utilizar cualquier otra vía de comunicación escrita o electrónica.

**E. EL DEPARTAMENTO** por conducto de **LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES**, o persona autorizada, tendrá acceso en cualquier momento al archivo, notas, datos, procedimientos, documentos, métodos, actividades y tareas aquí convenidas y cualquier otra actividad relacionada en poder de la **UAGM**.

#### DUODECIMO: CONDICIONES GENERALES

**A. UAGM** acuerda que sus servicios estarán sujetos a las directrices y control de **LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES** del **DEPARTAMENTO** o su representante autorizado.

**B. UAGM** acuerda llevar a cabo los servicios cubiertos por este **CONTRATO** de conformidad con la reglamentación estatal o federal aplicable. Además, **UAGM** presentará sus servicios de acuerdo a las mejores prácticas de su profesión, brindará un servicio competente y diligente y desempeñará sus labores de manera consona con los códigos de ética profesional que rigen el ejercicio de su profesión y con sujeción a la legislación y normativa legal vigente.

**C. Cuando** aplique, **UAGM**, revisará y corregirá cualquier trabajo hasta que dichos documentos sean aprobados por **EL DEPARTAMENTO**, a condición de que todas



las revisiones requeridas estén dentro del alcance de servicios indicados en este **CONTRATO**.

- D. Al aceptar el presente **CONTRATO**, **UAGM** renuncia a los Derechos de Autor ("Copyright") sobre cualquier documento producido conforme a las disposiciones de este **CONTRATO**, incluyendo todos los informes, estimados de costos y cualquier otro documento preparado por **UAGM** relacionado al trabajo a llevarse a cabo bajo este **CONTRATO**, en cuyo caso, dichos documentos pasarán a ser propiedad exclusiva del **DEPARTAMENTO** y del Gobierno de Puerto Rico.
- E. **UAGM** cumplirá con las condiciones de las Leyes del Departamento del Trabajo.
- F. **UAGM** será responsable por cualquier daño relacionado con la prestación de sus servicios, y mantendrá libre de riesgos, y releva de responsabilidad a **EL DEPARTAMENTO**, de ocurrir daños a personas, empleados o sus representantes, resultante de la ejecución de los servicios cubiertos por este **CONTRATO**.
- G. **UAGM** no subcontratará, subarrendará, cederá o transferirá sus derechos u obligaciones bajo este **CONTRATO** sin el consentimiento previo por escrito del **DEPARTAMENTO**. Si **UAGM** desea subcontratar a alguna persona o corporación para la realización de alguna de las tareas objeto de este **CONTRATO**, deberá obtener previamente el consentimiento por escrito del **DEPARTAMENTO**.
- H. **UAGM** reconoce que, en el descargo de su función profesional, tiene un deber de lealtad completa hacia **EL DEPARTAMENTO**, lo que incluye el no tener intereses adversos a este. Estos intereses adversos incluyen la representación de clientes que tengan o pudieran tener intereses encontrados con la parte contratante. Este deber incluye, además, la obligación constante de divulgar a **EL DEPARTAMENTO** todas las circunstancias de sus relaciones con clientes y terceras personas, y cualquier interés que pudiere influir en **EL DEPARTAMENTO** al momento de otorgar el **CONTRATO** o durante su vigencia. **UAGM** representa intereses encontrados cuando, en beneficio de un cliente, es su deber promover aquello a lo que debe oponerse en cumplimiento de sus obligaciones para con otro cliente anterior, actual o potencial. Representa intereses en conflicto, además, cuando su conducta es descrita como tal en las normas éticas reconocidas a su profesión, o en las leyes y reglamentos del Gobierno de Puerto Rico. En contratos con sociedades, constituirá una violación de esta prohibición el que alguno de sus miembros incurra en la conducta aquí descrita. **UAGM** evitará la apariencia de la existencia de intereses encontrados. **UAGM** reconoce el poder de fiscalización de **EL DEPARTAMENTO** en relación con las prohibiciones aquí contenidas. De entender **EL DEPARTAMENTO** que existen o han surgido intereses adversos para con **UAGM**, le notificará por escrito sus hallazgos y su intención de resolver el **CONTRATO** en el término de diez (10) días. Dentro de dicho término, **UAGM** podrá solicitar una reunión con la **SECRETARIA** o su representante asignado para exponer sus argumentos a dicha determinación de conflicto, la cual será concedida en todo caso. De no solicitarse dicha reunión en el término mencionado o de no solucionarse satisfactoriamente la controversia durante la reunión concedida, este **CONTRATO** quedará resuelto.
- I. **UAGM** no facturará sobre la cantidad máxima pactada por los servicios profesionales que se compromete a brindar a **EL DEPARTAMENTO**.
- J. Las partes aceptan que el Contralor de Puerto Rico o su representante autorizado, el "*Comptroller General of the United States*" y cualquier agencia estatal o federal con jurisdicción tengan acceso y examinen cualquier libro, registro de gastos, documentos, informes o expedientes relacionados con lo ejecutado bajo este **CONTRATO** hasta seis (6) años posteriores a la fecha de vencimiento del mismo. **EL DEPARTAMENTO** se compromete a conservar los informes, hojas de trabajo y asistencia y demás documentos relacionados con los servicios objeto de este contrato, para que puedan ser examinados o copiados por la Oficina de Auditores Internos, por la Oficina del Contralor de Puerto Rico, el "*Comptroller General of the United States*" y cualquier agencia federal o estatal con jurisdicción. Las

auditorías se realizarán en fechas razonables durante el transcurso de los servicios o con posterioridad a los mismos, conforme a las prácticas de auditoría generalmente reconocidas.

K. UAGM tiene la obligación de mantener disponible toda información pertinente al presente contrato gubernamental, y sin costo alguno para el errario.

L. EL DEPARTAMENTO solamente autorizará pagos por aquellos servicios debidamente prestados y autorizados previamente por escrito por LA SECRETARIA AUXILIAR DEL PROGRAMA DE PARQUES NACIONALES DEPARTAMENTO o su representante autorizado.

#### DECIMOTERCERA: CERTIFICACIONES

A. Las partes certifican que ningún funcionario o empleado público de EL DEPARTAMENTO tiene interés pecuniario directo o indirecto en el CONTRATO, o ningún otro interés que afecte adversamente el mismo. También certifican que ningún funcionario o empleado de la Rama Ejecutiva tiene interés alguno en las ganancias o beneficios producto de este CONTRATO.

B. UAGM certifican que no tiene familiar alguno que, como servidor público, participe o tenga acceso al proceso de toma de decisión para determinar la necesidad de los servicios objeto del CONTRATO o que participe en el proceso de negociación y su otorgamiento.

C. UAGM certifican que no tiene intereses particulares en caso o asunto de tipo alguno que pueda crear un conflicto de intereses o conflicto de política pública durante la prestación de los servicios pactados, conforme al CONTRATO. Certifican, además, que no aceptará CONTRATO alguno que pueda causar un conflicto de intereses o conflicto de política pública con EL DEPARTAMENTO.

D. Las partes certifican que ningún funcionario o empleado público de EL DEPARTAMENTO que esté autorizado para contratar a nombre de esta agencia ejecutiva para la cual trabaja ha llevado a cabo un CONTRATO entre la agencia y una entidad o negocio en que él o algún miembro de su unidad familiar tenga o haya tenido, durante los últimos cuatro (4) años antes de ocupar su cargo, directa o indirectamente, interés pecuniario alguno en el CONTRATO y que no conocen de empleado alguno en el Gobierno de Puerto Rico que sea parte o tenga algún interés en las ganancias o beneficios producto del CONTRATO. UAGM certifican que ningún(a) servidor(a) público(a) de EL DEPARTAMENTO le solicitó o aceptó, directa o indirectamente, para él(ella), para algún miembro de su unidad familiar o para cualquier persona, regalos, gratificaciones, favores, servicios, donativos, préstamos o cualquier otra cosa de valor monetario. UAGM certifican que ningún(a) servidor(a) público(a) le solicitó o aceptó bien alguno de valor económico vinculado a esta transacción, ni a persona alguna relacionada con UAGM que represente, como pago por realizar los deberes y responsabilidades de su empleo y que ningún(a) servidor(a) público(a) le solicitó, directa o indirectamente, para él(ella), o para algún miembro de su unidad familiar, ni para cualquier otra persona negocio o entidad, bien alguno de valor económico, incluyendo regalos, préstamos, promesas, favores o servicios, a cambio de que la actuación de dicho servidor(a) público(a) estuviera influenciada a favor suyo o de la UAGM. UAGM certifican que ninguna agencia ejecutiva le ha otorgado un CONTRATO en el que cualquiera de sus funcionarios o empleados o algún miembro de las unidades familiares de estos tenga o haya tenido durante los últimos cuatro (4) años antes de ocupar su cargo, directa o indirectamente, interés pecuniario, a menos que el Gobernador, previa recomendación del Secretario de Hacienda y del Secretario de Justicia, lo

1 Unidad familiar incluye al cónyuge del funcionario o empleado público, a los hijos dependientes de éste, o aquellas personas que compartan con el servidor público su residencia legal, o cuyos asuntos financieros están bajo el control de *de jure* o *de facto* del empleado público.

autorice. **UAGM** certifica que ningún funcionario o empleado público es parte o tiene algún interés en las ganancias o beneficios producto de un **CONTRATO** con cualquier otra agencia ejecutiva o dependencia gubernamental a menos que el Gobernador, previa recomendación del Secretario de Hacienda y del Secretario de Justicia, expresamente lo autorice. **UAGM** certifica que ningún funcionario o empleado público que tenga la facultad de aprobar o autorizar **CONTRATO** podrá evaluar, considerar, aprobar o autorizar un **CONTRATO** entre una agencia ejecutiva y una entidad o negocio en que él o algún miembro de su unidad familiar tenga o haya tenido durante los últimos cuatro (4) años antes de ocupar su cargo, directa o indirectamente, interés pecuniario.

- E. **UAGM** certifica que se le remitió copia de la Ley Núm. 1-2012, conocida como "Ley Orgánica de la Oficina de Ética Gubernamental de Puerto Rico", de la Ley Núm. 2-2018, conocida como "Código Anticorrupción para el Nuevo Puerto Rico" y firmó la Certificación de Ausencia de Conflicto de Intereses, según dispone la Carta Circular Núm. 2002-05 de la Oficina de Ética Gubernamental de Puerto Rico.
- F. **UAGM** certifica que no tiene litigios pendientes contra **EL DEPARTAMENTO** ni contra agencia o dependencia alguna del Gobierno de Puerto Rico.
- G. **UAGM** certifica que, dentro de los dos (2) años precedentes a la firma de este **CONTRATO**, no ha fungido como funcionario o empleado público en relación con los servicios específicos a prestarse por virtud del mismo.
- H. **UAGM** se compromete a cumplir con las disposiciones de la Ley Núm. 2-2018, *supra*.
- I. **UAGM** certifica que ninguno de sus oficiales tiene relación de parentesco, dentro del cuarto grado de consanguinidad o segundo por afinidad, con ningún(a) servidor(a) público(a) que tenga facultad para influenciar y participar en las decisiones institucionales del **DEPARTAMENTO**.
- J. **UAGM** manifiesta conocer las disposiciones de la Ley Federal conocida como "*Drug-Free Workplace Act of 1988*" y se compromete a observar sus disposiciones y hacer que se cumplan.
- K. Todos los gastos relacionados con los servicios de este **CONTRATO** serán por cuenta de **UAGM**. **EL DEPARTAMENTO** no pagará, ni autorizará a **UAGM** reembolsos por concepto de dietas, teléfonos, *per diem*, otros cargos relacionados a las comunicaciones, tales como fax, mensáfonos ("beepers"), teléfonos celulares; por transportación dentro de la jurisdicción de Puerto Rico, ni por ningún otro concepto adicionales a los honorarios aquí pactados. **UAGM** no estará cubierto por las disposiciones vigentes de la Ley Núm. 45 de 18 de abril de 1935, según enmendada, conocida como "Ley de Compensación por Accidentes del Trabajo".
- L. **UAGM** manifiesta que no discrimina ni discriminará contra persona alguna empleada o por emplearse para el trabajo aquí contratado por razón de ideas políticas, raza, color, condición social, origen, religión, sexo, orientación sexual, identidad de género, edad o lugar de nacimiento, ni por cualquier otra causa discriminatoria, conforme a la Orden Ejecutiva Presidencial 11246 del 24 de septiembre de 1965, conocida en inglés como "*Equal Employment Opportunity*", según enmendada por la Orden Ejecutiva Presidencial 11375 del 13 de octubre de 1967 y por la Orden Ejecutiva Presidencial 13672 del 21 de julio de 2014.

Quando aplique, **UAGM** se compromete a incluir la siguiente declaración anti-discrimen en cualquier material impreso, audiovisual o electrónico para distribución pública desarrollado o impreso con fondos federales:

*"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with*

USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at [www.ascr.usda.gov](http://www.ascr.usda.gov), or write to: USDA Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW, Washington, D.C. 20250-9410. Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer."

Si el material es muy pequeño para permitir se incluya la declaración completa, el material como mínimo debe contener la siguiente declaración, en tamaño no menor que el texto:

*"This institution is an equal opportunity employer."*

M. UAGM certifica y garantiza que al momento de otorgar este CONTRATO ha rendido sus planillas de Contribuciones sobre Ingresos durante cinco (5) años previos al año de este CONTRATO y que no adeuda contribuciones de clase alguna al Gobierno de Puerto Rico; o que, en caso de adeudar contribuciones, se encuentra acogido a un plan de pago cuyos términos y condiciones está cumpliendo. De igual manera, UAGM certifica que al momento de otorgar este CONTRATO ha rendido su planilla de Contribución sobre Propiedad Mueble y certifica que no adeuda contribuciones por todos los conceptos del Centro de Recaudación de Ingresos Municipales (CRIM) a ningún municipio de Puerto Rico; o que en caso de adeudar contribuciones al CRIM, se encuentra, actualmente, acogido a un plan de pago cuyos términos y condiciones está cumpliendo. También, UAGM certifica que ha pagado las contribuciones de seguro por desempleo, de incapacidad temporal y de seguro social para choteres (la que aplique, si alguna); o que en caso de adeudar contribuciones por lo anterior, se encuentra, actualmente, acogido a un plan de pago cuyos términos y condiciones está cumpliendo. UAGM se obliga, como condición necesaria a este CONTRATO, a presentar las certificaciones, relevos y otros documentos que acrediten su situación contributiva, que sean requeridos por EL DEPARTAMENTO previo a la firma de este CONTRATO. Disponiéndose, que tales certificaciones, relevos y documentos, formarán parte del expediente del presente CONTRATO. Expresamente, se reconoce que esta es una condición esencial del CONTRATO y de no ser correcta en todo o en parte las anteriores certificaciones, será causa suficiente para que EL DEPARTAMENTO deje sin efecto el mismo y UAGM tendrá que devolver a EL DEPARTAMENTO toda suma de dinero recibida bajo este CONTRATO. Finalmente, UAGM certifica haber entregado a EL DEPARTAMENTO los siguientes documentos: 1) Copia Certificada del Certificado de Incorporación expedido por el Departamento de Estado; 2) Certificado de Buena Pro "Good Standing" expedido por el Departamento de Estado; 3) Certificación de Radicación de Planillas de Contribución sobre Ingresos en los últimos cinco años (Modelo SC 6088); 4) Certificación de Deuda con Hacienda y Certificación de Deuda del Impuesto sobre Ventas y Uso-IVU (Modelo SC 6096a); 5) Certificación de Radicación de Planillas de Contribución sobre la Propiedad Mueble (CRIM); 6) Certificación de Deuda Por Todos los Conceptos del CRIM o existencia de Plan de Pago [a. En los casos en que UAGM posea propiedad mueble e inmueble presentará la Certificación de Radicación de Planilla

sobre la Propiedad Mueble y la Certificación de Deuda por Todos los Conceptos o existencia de Plan de Pago; b. En los casos en que **UAGM** no posea propiedad mueble pero sí posea propiedad inmueble presentará la Certificación Negativa de Propiedad Mueble, la Certificación de Deuda por Todos los Conceptos o existencia de Plan de Pago y la declaración jurada; c. En los casos en que **UAGM** posea propiedad mueble pero no posea propiedad inmueble presentará la Certificación de Radicación de Planilla sobre la Propiedad Mueble y la Certificación de Deuda por Todos los Conceptos o existencia de Plan de Pago; d. En los casos en que **UAGM** no posea propiedad mueble ni inmueble presentará la Certificación Negativa de Propiedad Mueble e Inmueble y la declaración jurada.]; 7) Certificación de Registro como Patrono y de Deuda por Concepto de Seguro por Desempleo y Seguro por Incapacidad, o Certificación de Registro como Patrono y de Deuda por Concepto de Seguro Social Choferil, o Certificación de que No está Registrado como Patrono ante el Departamento de Trabajo; 8) Certificación Negativa de Pensión Alimentaria o Certificación de Estado de Cuenta de la Administración para el Sustento de Menores (ASUME); 9) Certificación de Radicación de Planillas del Impuesto sobre Ventas y Uso IVU (Modelo SC 2942); 10) Copia del Certificado de Registro de Comerciantes (Modelo SC 2918). En la alternativa presentará un Certificado de Elegibilidad vigente provisto por la Administración de Servicios Generales. **EL DEPARTAMENTO** requerirá a **UAGM** evidencia de todas las certificaciones y documentos antes descritos al momento de otorgar este **CONTRATO**. Estas certificaciones y documentos formarán parte del expediente del **CONTRATO**.

-  N. **UAGM** certifica que cumple con la Ley Núm. 5 de 30 de diciembre de 1986, según enmendada, conocida como "Ley Orgánica de la Administración para el Sustento de Menores", específicamente el Artículo 30, el cual establece como condición de empleo o contratación con el Gobierno de Puerto Rico, que la persona obligada a satisfacer una pensión alimentaria esté al día o ejecute y satisfaga un plan de pagos al efecto, si aplica. En caso de que **UAGM** esté sujeta a esa legislación, presentará una certificación de que está cumpliendo con la misma; se le negará la contratación si no la está cumpliendo, y de estar vigente el **CONTRATO** en ocasión de que se viole esta ley, el **CONTRATO** quedará sin efecto.
-  O. **UAGM** certifica que no se encuentra en incumplimiento de la Ley 168-2000, según enmendada, conocida como "Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada".
- P. **UAGM** certifica que no recibe pago o compensación alguna por servicios regulares prestados como empleado bajo nombramiento de otra entidad pública excepto las autorizadas por ley.
- Q. Cualquier certificación de las antes enumeradas, que por razón de alguna ley, reglamento, regulación u orden no sean aplicables a **UAGM**, la misma se tendrá por no puesta.

**DECIMOCUARTA: OTROS CONTRATOS DE SERVICIOS A ENTIDADES GUBERNAMENTALES:** **UAGM** certifica que, a la fecha de este **CONTRATO**, no presta servicios a ninguna agencia, corporación o municipio del Gobierno de Puerto Rico. En el evento de que durante el transcurso del presente **CONTRATO** sus servicios sean contratados por alguna agencia, corporación o municipio, lo notificará inmediatamente. **EL DEPARTAMENTO**, el cual evaluará los mismos y decidirá si estos no entran en conflicto con este **CONTRATO**.

**DECIMOQUINTA:** Nada en este **CONTRATO** deberá interpretarse como una limitación al derecho de **EL DEPARTAMENTO** de utilizar servicios de otros profesionales o contratistas para los asuntos que estime pertinente.

**DECIMOSEXTA:** **UAGM** no preparará, divulgará, ni dirigirá a otra persona ningún material relacionado con este **CONTRATO** sin el previo consentimiento de **LA SECRETARIA** de **EL DEPARTAMENTO** o su representante autorizado. **EL DEPARTAMENTO** no compensará de manera alguna a **UAGM** si este no cumple con lo pactado en esta cláusula. Durante la vigencia de este **CONTRATO**, **UAGM** respetará la **CONFIDENCIALIDAD** de toda la información y documentos ofrecidos por **EL**

**DEPARTAMENTO.** A petición escrita de **EL DEPARTAMENTO** o al vencimiento, **DEPARTAMENTO** todo documento, información o material propiedad de **EL DEPARTAMENTO** relacionado con este **CONTRATO**. Si **UAGM** falta al **DEBER DE CONFIDENCIALIDAD** en cualquiera de sus servicios, labores o informes para con **EL DEPARTAMENTO**, este podrá dar por terminado el presente **CONTRATO** sin aviso previo.

**DECIMOSEPTIMA:** Este **CONTRATO** no constituye un contrato de agencia, sociedad ni empleo entre las partes y no surtirá el efecto de conferir status de empleado a los empleados, oficiales o cualquier otra persona empleada por **LA CONTRATISTA**. Como contratista independiente, **UAGM** reconoce que es de su exclusiva responsabilidad el pago de los salarios, sueldos o emolumentos del personal utilizado, si alguno, en la prestación de estos servicios, si alguno. Asimismo, **UAGM** realizará las deducciones que correspondan del Seguro Social Federal y contribuciones sobre ingresos con relación a los salarios o sueldos de dicho personal. Igualmente, será de su exclusiva responsabilidad rendir sus planillas y pagar las aportaciones correspondientes al Seguro Social Federal, al Departamento de Hacienda por cualquier cantidad tributable de los ingresos devengados bajo este **CONTRATO**, al Centro de Recaudación de Ingresos Municipales, al Departamento del Trabajo y Recursos Humanos, al Fondo del Seguro del Estado y a cualquier otro seguro requerido por ley, cuando aplique. No obstante lo antes expuesto, **EL DEPARTAMENTO** será responsable de deducir de todos los pagos efectuados a **UAGM**, por concepto de contribuciones sobre ingresos, el por ciento aplicable de acuerdo con lo dispuesto en el Código de Rentas Internas de Puerto Rico, según enmendado y su reglamento correspondiente, a menos que **UAGM** presente a **EL DEPARTAMENTO** un Certificado de Relievo emitido por el Secretario de Hacienda de acuerdo al reglamento aplicable y que esté en vigor a la fecha en que se realiza el pago.

**DECIMOCTAVA:** **UAGM** se compromete a registrarse por las disposiciones de la Ley 2-2018, conocida como "Código Anticorrupción para el Nuevo Puerto Rico", y certifica y garantiza, por sí y por sus empleados, que no es objeto de investigación o procedimiento civil o criminal por hechos relacionados con delitos contra el erario, la fe y función pública o que envuelvan fondos o propiedad pública y con aquellos delitos enumerados en la Sección 6.8 de la Ley Núm. 8-2017, según enmendada, conocida como "Ley para la Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico". **UAGM** reconoce que tiene la obligación de informar a **EL DEPARTAMENTO** al respecto, tanto durante la etapa de otorgamiento del **CONTRATO**, así como durante la vigencia de este. Si cualquiera de los empleados de **UAGM** resulta culpable de delitos contra el erario, la fe y la función pública o que envuelvan fondos o propiedad pública a nivel estatal o federal, este **CONTRATO** quedará resuelto inmediatamente y **EL DEPARTAMENTO** tendrá derecho a exigir la devolución de las prestaciones que hubiese efectuado en relación al **CONTRATO** afectado directamente por la comisión del delito. A tales efectos, **LA CONTRATISTA** ha entregado la declaración jurada requerida por el Artículo 3.3 de la Ley Núm. 2-2018 (Código Anticorrupción para el Nuevo Puerto Rico) y se hace formar parte del expediente de este **CONTRATO**.

**DECIMONOVENA:** Ninguna prestación o contraprestación objeto de este **CONTRATO** podrá exigirse hasta tanto el mismo se haya presentado para registro en la Oficina del Contralor de Puerto Rico, a tenor con lo dispuesto en la Ley Núm. 18 de 30 de octubre de 1975, según enmendada, conocida comúnmente como "Ley de Registro de Contratos". **EL DEPARTAMENTO** se compromete a radicar este **CONTRATO** en la Oficina del Contralor dentro de los quince (15) días siguientes a la firma del mismo por las partes.

**VIGESIMA:** De ser requerido por **EL DEPARTAMENTO**, **UAGM** obtendrá aquella dispensa necesaria de cualquier entidad del Gobierno y dicha dispensa se hará formar parte del expediente de contratación.

**VIGESIMO PRIMERA:** Previo a la tramitación del último pago o antes de liquidar el **CONTRATO**, **UAGM** será responsable de entregar a **EL DEPARTAMENTO** una Certificación de Deuda y Deuda de Impuesto sobre Venta y Uso-IVU del Departamento de Hacienda, Modelo **SC 6096a**. Cuando alguna de las certificaciones de deuda refleje que **UAGM** tiene alguna deuda contributiva, pero la misma está en un proceso de revisión

o de ajuste, **UAGM** hará constar por escrito este hecho, certificando que, de no proceder la revisión o el ajuste, se compromete a cancelar la deuda mediante retención en los pagos que reciba en virtud del presente **CONTRATO**. **UAGM** deberá presentar, además, una certificación del organismo gubernamental correspondiente a esos efectos.

**VIGÉSIMO SEGUNDA:** Este **CONTRATO** estará gobernado por las leyes del Gobierno de Puerto Rico y será interpretado de acuerdo a las mismas. Las partes se someten a la jurisdicción del Tribunal de Primera Instancia, Sala de San Juan, para toda reclamación que surja del incumplimiento de alguna de las disposiciones de este **CONTRATO** o por la interpretación del mismo. Las leyes y reglamentos de esta jurisdicción son aquí incorporadas por referencia a este **CONTRATO** hasta el grado en que esas leyes, reglas y reglamentos sean requeridos; y las mismas prevalecerán sobre cualquier disposición en conflicto con este **CONTRATO**. De ser requerido por la ley aplicable, las partes contratantes podrán enmendar este **CONTRATO** con el único propósito de cumplir con las disposiciones de ley.

**VIGÉSIMO TERCERA:** Las cláusulas de este **CONTRATO** son independientes unas de las otras. Si un Tribunal competente determina que alguna cláusula o condición de este **CONTRATO** es nula, inválida o ilegal por ser contraria a algún reglamento, ley o política pública, todas las demás cláusulas y condiciones seguirán teniendo validez en toda su fuerza y vigor, salvo que el dictamen de dicho Tribunal así lo indique expresamente.

**VIGÉSIMO CUARTA:** Este **CONTRATO** deja sin efecto cualesquiera otros **CONTRATOS** o acuerdos habidos y suscritos, firmados, expresos o implícitos, existentes entre las partes, relacionado a las tareas contempladas en este **CONTRATO** y en la propuesta que se aneja al mismo. Ningún agente, empleado u otro representante de cualquiera de las partes está facultado para alterar, modificar, enmendar o dejar sin efecto este **CONTRATO**, a menos que se haga por el acuerdo escrito de las partes. Cualquier cambio o modificación sustancial que las partes acuerden con respecto a los términos y condiciones de este **CONTRATO**, deberá incorporarse al mismo mediante enmienda formal, de acuerdo con las normas que rigen la contratación de servicios profesionales por las agencias del Gobierno de Puerto Rico.

#### **VIGÉSIMO QUINTA: CANCELACIÓN O RESOLUCIÓN DEL CONTRATO**

- A. Se apercibe al **CONTRATISTA** que este **CONTRATO** podrá ser resuelto sin previo aviso por **EL DEPARTAMENTO** en el evento de este ser convicto de delito estatal o federal que afecte la naturaleza de los servicios a prestarse. Si el **CONTRATO** es cancelado por tal motivo, **UAGM** tendrá derecho a recibir la compensación por los trabajos o servicios prestados hasta la fecha en que se ejerce la cancelación.
- B. El **INCUMPLIMIENTO, NEGLIGENCIA** o **ABANDONO DE SUS DEBERES** objeto de este **CONTRATO** por parte de **LA CORPORACIÓN**, así como la **CONDUCTA IMPROPIA** de la **UAGM** o cualquiera de sus empleados, según definida por las leyes del Gobierno de Puerto Rico, constituirá causa suficiente para que **EL DEPARTAMENTO** dé por terminado este **CONTRATO** inmediatamente, sin necesidad de notificación previa y liberando a **EL DEPARTAMENTO** de toda responsabilidad bajo este **CONTRATO**.
- C. No obstante, lo anterior, **UAGM** no será relevado de sus obligaciones con **EL DEPARTAMENTO** a consecuencia de daños sufridos por este último en virtud de cualquier incumplimiento bajo los términos de este **CONTRATO**. Por el contrario, **EL DEPARTAMENTO** le podrá retener cualquier cantidad adeudada como reserva en garantía, hasta que el total de los daños líquidos sea determinado y satisfecho o hasta tanto **LA CONTRATISTA** sea debidamente relevado por la **SECRETARIA** de **EL DEPARTAMENTO** o su representante autorizado de toda la responsabilidad que conlleva todas y cada una de las cláusulas de este **CONTRATO** hasta el día y hora que el mismo fuera cancelado por escrito.
- D. **EL DEPARTAMENTO** podrá dar por terminado el **CONTRATO** en cualquier momento mediante notificación por escrito a la otra parte, sin derecho a compensación adicional alguna, excepto lo devengado bajo el mismo hasta esa

fecha.

E. En el caso de que UAGM desee dar por terminado el CONTRATO, deberá rendir cualquier informe o tarea que tenga pendiente antes de la terminación del mismo. El incumplimiento de ambas partes con las obligaciones en la manera y bajo los términos aquí establecidos, constituirá una violación a este CONTRATO. La parte contratante que no ejerza los derechos legales que tenga ante el incumplimiento de la otra parte contratante con una (1) o más cláusulas de este CONTRATO, no renuncia a los derechos inherentes que tenga bajo el mismo.

F. EL DEPARTAMENTO pasará inventario o hará una inspección de los trabajos realizados y hará suyo todo trabajo terminado o por terminar tales como: documentos de oficina, modelos, fotografías, cómputos de oficina, especificaciones, estimados de costos, informes preparados por UAGM, correspondencia y todo lo relacionado con los trabajos y servicios aquí contratados.

G. Las partes reconocen que, en caso de que los fondos previstos para este CONTRATO fueran de alguna manera limitados o cancelados, este CONTRATO quedará resuelto y terminará el día en que dichos fondos fueran ajustados o cancelados. En este caso, todos los servicios provistos por UAGM, hasta e incluyendo el día de limitación o cancelación de fondos, serán compensados según los términos establecidos en este CONTRATO. Si los fondos fuesen reducidos, las partes tendrán la opción de negociar por escrito un nuevo CONTRATO sujeto a las directrices impuestas por las autoridades correspondientes y los fondos disponibles.

**VIGÉSIMO SEXTA:** Cualquier gasto en que UAGM haya incurrido previo a la fecha de este CONTRATO no será reembolsables por EL DEPARTAMENTO.

**VIGÉSIMO SÉPTIMA:** Cualquiera documentos, informes o expedientes producidos como parte de este CONTRATO que sean pertinentes para la consecución de la subvención o concesión federal estarán disponibles para su examen por parte de la agencia federal cuyos fondos son utilizados, la oficina del Inspector General de los Estados Unidos, la Oficina del Contralor General de los Estados Unidos o alguno de sus representantes autorizados para realizar auditorías, exámenes, extractos y transcripciones. El derecho de acceso a información incluye también el acceso oportuno y razonable al personal con el fin de entrevista y discusión relacionado con tales documentos.

**VIGÉSIMO OCTAVA: PROTECCIÓN DE CONTRATISTAS CONTRA LAS REPRESALIAS Y LA DIVULGACIÓN DE CERTA INFORMACIÓN:** Este CONTRATO y los empleados que trabajen bajo este CONTRATO estarán sujetos a las protecciones y a los remedios que provee el Programa piloto para la protección de contratistas contra las represalias y la divulgación de cierta información establecidos en el Título 41, Artículo 4712, del Código Federal de los Estados Unidos (conocido en inglés como 41 U.S.C. 4712), mediante la sección 828 de la Ley de Autorización de Defensa Nacional de los Estados Unidos (NADA, por sus siglas en inglés). El 41 U.S.C. 4712 protege a personas empleadas mediante contrato con el Gobierno Federal, subcontratistas del Gobierno Federal o personas que reciban subvenciones otorgadas por el Gobierno Federal contra represalias por denunciar irregularidades o por divulgar cierta información. Todos los contratos y todas las subvenciones federales otorgadas desde del 1 de julio de 2013 hasta el 1 de enero de 2017 estarán sujetos a las provisiones del 41 U.S.C. 4712.

**VIGÉSIMO NOVENA: Expulsión y suspensión** — La Ordenes Ejecutivas 12549 y 12689 protegen contra el fraude, el desperdicio y el abuso al expulsar o suspender a toda persona que actúa de manera irresponsable con el Gobierno Federal. Toca al beneficiario verificar que los contratistas y sub-beneficiarios no sean excluidos de recibir apoyo federal a cuyos efectos deberá consultar la base de datos, lista de partes o grupos excluidos (*Excluded Parties List*) en [www.sam.gov](http://www.sam.gov). Es recomendable que el Beneficiario imprima y guarde una copia de los resultados de la búsqueda en el expediente de la subvención para documentar que cumplió con este requisito.




**TRIGÉSIMA:** La validez, vigencia, eficacia y exigibilidad de este **CONTRATO** estará sujeta a la aprobación de la Oficina de la Secretaría de la Gobernación o de cualquier otra dependencia del Gobierno de Puerto Rico designada a esos fines. Si por alguna razón, este **CONTRATO** no recibiese el aval o autorización de dicha instrumentalidad del Gobierno de Puerto Rico, el mismo quedará inmediatamente sin efecto y cualquier servicio brindado a raíz del presente **CONTRATO**, previo a recibirse la autorización antes mencionada, no podrá ser compensado por parte de **EL DEPARTAMENTO**. Asimismo, cualquier pago hecho al **CONTRATISTA** a raíz del presente **CONTRATO**, previo a recibirse la autorización antes mencionada, deberá ser devuelto íntegramente a **EL DEPARTAMENTO**. **UAGM** libre y voluntariamente asume cualquier riesgo relacionado a la autorización antes mencionada, al momento de otorgarse este **CONTRATO**.


**TRIGÉSIMO PRIMERA: CLÁUSULA DE SERVICIOS INTERAGENCIALES:** Ambas partes contratantes reconocen y acceden a que los servicios contratados podrán ser brindados a cualquier entidad de la Rama Ejecutiva con la cual **EL DEPARTAMENTO** realice un acuerdo interagencial o por disposición directa de la Secretaría de la Gobernación. Estos servicios se realizarán bajo los mismos términos y condiciones en cuanto a horas de trabajo y compensación consignados en este **CONTRATO**. Para efectos de esta cláusula, el término "entidad de la Rama Ejecutiva" incluye a todas las agencias del Gobierno de Puerto Rico, así como a las instrumentalidades y corporaciones públicas y a la Oficina del Gobernador.

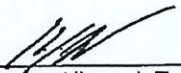
**TRIGÉSIMO SEGUNDA: CLÁUSULA DE TERMINACIÓN:** La Secretaría de la Gobernación tendrá la facultad para dar por terminado el presente **CONTRATO** en cualquier momento.

**TRIGÉSIMO TERCERA: POLÍTICA DE REVISIÓN DE CONTRATOS DE LA JUNTA DE SUPERVISIÓN Y ADMINISTRACIÓN FINANCIERA PARA PUERTO RICO:** Las partes reconocen que **EL CONTRATISTA** ha presentado la certificación titulada *Requisito de Certificación del Contratista* requerida de conformidad con la Política de Revisión de Contratos de la Junta de Supervisión y Administración Financiera para Puerto Rico, vigente a partir del 6 de noviembre de 2017 y según enmendada el 30 de octubre de 2020, firmada por el Director Ejecutivo de **EL CONTRATISTA** (u otro funcionario con una posición o autoridad equivalente para emitir tales certificaciones). Se incluye como anejo a este Contrato, copia firmada del *Requisito de Certificación del Contratista*.

En testimonio de lo cual **EL DEPARTAMENTO** y **UAGM** han suscrito este **CONTRATO**, en San Juan, Puerto Rico, hoy 18 de agosto de 2022.

  
\_\_\_\_\_  
Anaís Rodríguez Vega  
Secretaría Interina  
Departamento de Recursos  
Naturales y Ambientales  
**EL DEPARTAMENTO**  
SSP: 660-43-3481

  
\_\_\_\_\_  
José F. Méndez Méndez  
Presidente  
Universidad Ana G. Méndez  
**UAGM**  
SSP: 660-20-1206

  
\_\_\_\_\_  
Revisado por: Hiram J. Zayas Rivera  
Director Interino  
Oficina Asuntos Legales (DRNA)

- a. Provide medical care including: routine physical exams, routine prevention/prophylaxis protocols, treatment orders, and disease control procedures.
- b. Administer and monitor anesthesia.
- c. Evaluate and interpret results of diagnostic examinations, radiologic imaging, clinical pathology laboratories.
- d. Manage chronic conditions and pathologies, infectious and noninfectious diseases.

**1. Veterinary medical care**  
**VETERINARY STAFF ZOO'S RESPONSIBILITIES:**

Fiscal details of the MOU will be discussed at a later stage.

The Zoo will continue benefiting from the faculty expertise for the endangered species conservation. Such collaborative activities will not only benefit the Zoo but the world at large. These activities will enable the Zoo to fulfill its accreditation and certification requirements with bodies such as Association of Zoo and Aquarium (AZA) and USDA. The Zoo will also be able to hold regular educational outreach events and continuing education modules at the Zoo using faculty expertise.

The UAGM veterinary team will continue joining efforts towards improving animal welfare and providing experiential learning opportunities for veterinary students at the zoo. This will be achieved by offering internships, co-op placement, seasonal employment and volunteer activities for the students (Veterinary Technology Associate and Bachelor's degree) in Zoo and Wildlife Medicine.

A proposed renewal of the existing memorandum of understanding (MOU) between Universidad Ana G. Méndez and the Department of Natural and Environmental Resources of Puerto Rico (DRNA in Spanish), Zoológico Nacional de Puerto Rico will continue promoting the application and deployment of innovative diagnostic, treatment and husbandry methods thereby increasing wildlife conservation, improve the well-being of animals, enhance guest experience and efficient running of the zoo's operations.

**MUTUAL BENEFITS**

Hereby we are proposing the renewal of the existing contract, between the Universidad Ana G. Méndez and the Zoológico de Puerto Rico, Dr. Juan A. Riviero.

**INTRODUCTION**

UNIVERSIDAD ANA G. MÉNDEZ AND THE ZOOLOGICO NACIONAL DE PUERTO RICO

**RENEWAL PROPOSAL**

Recinto de Gurabo  
 PO Box 3030  
 Gurabo, PR 00778-3030  
 (787) 743-7979 ext. 4000

**UAGM**  
 ANA G. MÉNDEZ  
 UNIVERSIDAD



School of Veterinary Medicine



- e. Prescribe and administer appropriate medical treatment.
  - f. Perform minor and/or major surgical procedures.
  - g. Identify and refer conditions for specialized treatments and procedures when required.
  - h. Provide medical screening, certification of Health and/or crating of animals for its shipments to and for the Zoo.
  - i. Respond and clarify concerns from the animal care staff regarding routine and emergency animal care.
    - i. Once an emergency call is received the hourly rate will be \$200.00
    - ii. Emergency will include, but not limited to:
      - 1. Animal escape, dystocia, marine mammal stranding- once the rehabilitation center facilities are conditioned, any other afterhours services (after 5 pm and weekends)
  - j. Determination of euthanasia to animals when required, in consultation with curatorial staff.
  - k. Provide recommendations for regulatory compliance (federal, state, industry, etc.).
  - l. Respond to on-call emergency cases.
  - m. Receive continuing education and remain current on general zoo and wildlife knowledge as well as pertinent regulations.
  - n. In some instances, the veterinarian could examine, diagnose and treat seized animals by the DRNA and local parrots/ psittacines at Rio Abajo and Maricao, when the appropriate equipment and materials are available.
1. *Zoo veterinary clinic administration*
- a. The UAGM veterinary group should administer the veterinary clinic at the Zoológico Nacional de Puerto Rico.
  - b. The UAGM veterinary group should have full ability to make decisions for the welfare of the zoo animals.
  - c. The UAGM veterinarians should have full ability to make medical decisions regarding the clinic administration, medical animal management, inventory, protocols and procedures.
2. *Veterinary medical records*
- a. Document, prepare and maintain written medical notes in the animal's permanent medical records in a timely manner for all medical procedures.
  - b. Follow guidelines for internal and external distribution of departmental records.
  - c. Collaborate with the development and maintenance of the Zoo's Standard Operating Procedures.
3. *Academic responsibilities*
- a. Participate in teaching and mentorship of Veterinary Technology (AD and BS) students including: didactic teaching and clinical training.
4. *Veterinary representation of the Zoo:*
- a. Represent the Zoo with the authorization of the Department of Natural and Environmental Resources before conservation societies, organizations, the media, government agencies and the public, in a well informed and responsible manner.
  - b. Develop and maintain professional contacts with veterinarians of other zoos and professional organizations nationally and internationally.
  - c. Participate in presentations to professional organizations as requested.
  - d. Participate and collaborate in the zoo's staff evaluation.



- Requirements:
1. Doctorate of Veterinary Medicine from an American Veterinary Medical Association certification and valid state veterinary and controlled substance licenses, DEA
  2. Must hold a current and valid state veterinary and controlled substance insurance policy.
  3. Must hold and present evidence of an active malpractice insurance policy.
  4. Proficient with Microsoft Office Word, Excel, Outlook and Power Point
  5. Ability to represent the Zoológico Nacional de Puerto Rico before other organizations, the government, the media and general public.
  6. Ability to efficiently communicate, guide, train and nurture the zoo's staff at various levels.
  7. Strong organizational skills
  8. Multilingual ability: Spanish and English
  9. Valid driver's license
  10. Availability to assist a maximum of 24 hours a week to the Zoo facilities.
  11. Provide current rabies immunization evidence.

#### VETERINARY TECHNOLOGY STAFF ZOO'S RESPONSIBILITIES:

1. Provide support in health care to animals in Zoológico Nacional de Puerto Rico.
2. Assist in training professionals and students.
3. Perform clinical pathology tests (CBC, chemistry, urinalysis, fecal exams, cytologies, water coliform testing and others.
4. Assist in anesthesia induction, intubation, maintenance monitoring and recovery in the veterinary clinic and/or zoo grounds.
5. Prepare the surgical suite and surgery instruments prior to a surgical procedure in the veterinary clinic and/or zoo grounds.
6. Assist during surgical procedures in the veterinary clinic and/or zoo grounds.
7. Clean and disinfect surgical or ground area and instruments, after surgical and anesthesia procedures.
8. Operate diagnostic radiographic equipment, included but not limited to: stationary and portable x ray and sonogram. Properly position patient for radiologic imaging and accurately label and store the images.
9. Perform treatments and hospitalization monitoring and intravenous catheterization placement and care.
10. Prepare daily medications, record keeping.
11. Collaborate in hospitalized patient's enclosure cleaning, when necessary.
12. Assist in inventory maintaining of hospital and drug supplies.
13. Restock supplies in every clinic area.
14. Assist in record keeping of preventive medicine programs and control substances.
15. Responsible for organization of the freezer banks and biomaterial requests.
16. Responsible for overseeing SDS sheets and shipping training.
17. Collaborate in hospital equipment maintenance.
18. Aid in student and new employees training.
19. Perform related tasks and duties as required.

#### Requirements:

1. Bachelors of Science in Veterinary Technology, from an accredited institution.
2. Must hold and present evidence of a current state veterinary technologist license.
3. Proficient with Microsoft Office Word, Excel, Outlook and Power Point
4. Strong organizational skills

5. Multilingual ability: Spanish and English
6. Valid driver's license
7. Availability to work 40 hours per week in the Zoo facilities.
8. At least 3 years of experience as a fulltime veterinary technician, preferably in a zoo or an exotic setting.
9. Availability to respond to on-call emergencies.
10. Provide current rabies immunization evidence.

The information discussed before summarizes the primary duties and functions for the zoo veterinary position and veterinary technologist, but should not be considered as limited duties due to the nature of the position. This is a regular position for a group of veterinarians to be able to evaluate, consult, treat and share information about medical and administrative matters as well as zoo representation and a regular position for a full-time veterinary technologist.

The veterinary technologist position should be recruited by the DRNA, following the job description detailed above.

The group of veterinarians will be available at a different schedule (during work hours) to address the veterinary care needs of the zoo and emergencies (afterhours- after 5 pm and weekends), as needed. The group of veterinarians will schedule the visits and will hold round meetings to keep the veterinary staff informed.

#### **PROPOSED BUDGET**

The proposed budget is **\$200,000.00** per year. This budget will cover the expenses of veterinary services (veterinarians and a veterinary technologist).

The recommended budget for medications: **\$25,000.00** per year. The DRNA must guarantee that if the maximum amount of budget is reached, an additional budget approval must be processed in order to comply with the veterinary treatments and recommendations.

In accordance to the general appraisal from the zoo veterinary clinic visit and ZPR general appraisal, there are many factors to take into consideration to complete the clinic and facilities to offer services to the zoo population and animals seized by the DRNA.

Below are the details to consider:

1. Facilities disinfection and cleaning
2. Building paint repair
3. Building roof treatment and repair and drop ceiling replacement
4. Pest control (ZPR facilities and veterinary clinic)
5. Air conditioning
6. Radiography equipment installation and upgrade to digital radiography
7. Equipment installation, calibration and repair
8. Inventory (veterinary materials and medications)
9. Required veterinary medical equipment and materials to manage the endangered species, such as: Puerto Rican parrot (*Amazona vittata*), and others
10. Captures training and any other seminar relevant to the veterinary care of the zoo collection for the veterinary staff

#### **CONCLUSION**

The partnership will continue fostering collaboration towards common outcomes of sustainability, animal welfare and wildlife conservation, through knowledge and skills sharing between our

Digitally signed by  
Shailana M. Negron Pagan  
Date: 2022.07.06 16:31:50  
-04:00'

Cordially,

our students and professors over the years to come.

institutions and staff. We see this partnership between us as enriching for the Zoo and for

Recinto de Gurabo

**UAGM**

UNIVERSIDAD  
ANA G. MÉNDEZ



**GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES  
SAN JUAN, PUERTO RICO**

**AGENCY: 050**

**CONTRACT No.** 2023-000043

**REGISTRATION No.** 9-9-22

**PROFESSIONAL AND CONSULTING SERVICES CONTRACT**

This Professional Services Agreement (the "**CONTRACT**".) for Professional Services for Zoológico Dr. Juan A. Rivero National Park Design and Engineering, is made and entered into as this 1<sup>st</sup> day of August, 2022, by and between the **DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES**, agency of the Government of Puerto Rico created and authorized to provide this contract under Law No. 23 of June 20, 1972, as amended, *Organic Law of the Department of Natural and Environmental Resources*, represented herein by its Acting Secretary, Anaís Rodríguez-Vega, of legal age, attorney, married, and resident of San Juan, Puerto Rico (the "**DEPARTMENT**") and **ADV ARCHITECTS PCS**, a corporation duly authorized to do business in Puerto Rico (Register No. 310899), represented herein by its President, Astrid Díaz-Vega, of legal age, single, architect and resident of Río Grande, Puerto Rico (the "**CONSULTANT**"), and together with the Department, the "**PARTIES**".

**STATEMENT**

**WHEREAS: THE DEPARTMENT**, by virtue of the powers conferred to it under Law No. 23 of June 20, 1972, as amended, *Organic Law of the Department of Natural and Environmental Resources*, is authorized to engage professional, technical, and consulting services that are necessary and convenient to carry out the activities, projects, and operations of the **DEPARTMENT**; recovery and reconstruction efforts undertaken by its **RECOVERY AND MITIGATION OFFICE**.

**WHEREAS:** On February 9, 2022, the **CONSULTANT** submitted to the **DEPARTMENT** a proposal (the "**PROPOSAL**"), attached here to as **APPENDIX A - PROPOSAL** and made a part of this **CONTRACT**, to provide Professional Services of Design and Engineering for Zoológico Dr. Juan A. Rivero National Park in connection with the recovery and reconstruction efforts undertaken by the **RECOVERY AND MITIGATION OFFICE**.

**WHEREAS:** To be able to comply with the period of performance and grants agreement, the **DEPARTMENT** needs to contract external professional services.

**WHEREAS:** After considering the **PROPOSAL**, result of the of the Request for Proposal published at [www.drna.pr.gov](http://www.drna.pr.gov), including mandatory visit to the site, deadline for submittance of proposals and the evaluation by the Proposals Evaluation Committee, the **DEPARTMENT** wishes to engage the **CONSULTANT** to act as service provider to the **DEPARTMENT** and the Government of Puerto Rico and to provide services of Design and Engineering for Zoológico Dr. Juan A. Rivero National Park in relation to the recovery, reconstruction and mitigations efforts.

**WHEREAS:** The **CONSULTANT** has the knowledge, capacity, and experience necessary to provide the services required to comply with the services and deadlines agreed in this contract.

**WHEREAS:** The **DEPARTMENT** does not have in-house trained staff to conduct the tasks described in **APPENDIX - PROPOSAL**.

**WHEREAS:** The Parties certify that they are qualified and entitled to award this **CONTRACT**.

**THEREFORE**, the **DEPARTMENT** and the **CONSULTANT** have agreed as follows:


**I. TERMS AND CONDITIONS**

1. Act Number 23, *supra*, creates and authorizes the **DEPARTMENT**, among other things, to grant individual contracts for the purposes of achieving its objectives and goals.
2. The **DEPARTMENT** engages the **CONSULTANT** to provide professional and consultive services in relation to the recovery, reconstruction and mitigations efforts as detailed in the Scope of Services, attached here to as **APPENDIX B - SCOPE OF SERVICES**. This contract does not apply if the **DEPARTMENT** desires to engage the **CONSULTANT** to advise the

**DEPARTMENT** and/or the Government of Puerto Rico in any other matters that are not within the scope of the **PROPOSAL**.

3. The **PROPOSAL** submitted by the **CONSULTANT** for the performance of the required services evidence that it has the knowledge, ability, and experience to perform the works covered by this **CONTRACT**. The **CONSULTANT** guarantees that it has the staff and equipment necessary to perform the services required under this **CONTRACT**.
4. The **CONSULTANT** agrees to provide a Professional General Liability and/or Errors and Omissions Policy (E&O). The insurance policies to be obtained must contain the following endorsements including as additional insured the **DEPARTMENT**, the Government of Puerto Rico and HUD:
  - a) Breach of warranty
  - b) Waiver and/or Release of Subrogation
  - c) Additional Insured Clause
  - d) Hold Harmless Agreement
  - e) **Thirty (30) days** cancellation clause

**HOLD HARMLESS:** The **CONSULTANT** and its affiliates, its successors and assignees will indemnify the **DEPARTMENT** for any damages and/or losses arising out of any breach of this **CONTRACT** by the **CONSULTANT** or against personal injuries or property damage resulting from any act of negligence or omission by the **CONSULTANT** and its affiliates in connection with this **CONTRACT**.

- 
5. The **CONSULTANT** will be considered in the present contract as an independent contractor and not as an employee of the **DEPARTMENT**. Therefore, it does not involve granting fringe benefits such as, but not limited to vacation, holiday or sick pay, or Christmas bonus, nor be withheld payments in any amount with respect of Social Security.
  6. All professional services and tasks under this **CONTRACT** will always be conducted in coordination and under the supervision of the **RECOVERY AND MITIGATION OFFICE** of the **DEPARTMENT**, or its authorized representative, and shall be governed in accordance with the terms and conditions of this **CONTRACT**. The consultant's services shall be consistent with the provisions of the deliverables, task and services described in the **PROPOSAL**.
  7. The **CONSULTANT** may at any time recommend in writing to the **DEPARTMENT** and/or the Government of Puerto Rico any measure that it understands can streamline, improve, and maximize the services agreed upon this **CONTRACT**.
  8. This **CONTRACT** shall enter into force on the date of its registration and will be in effect according to the dates of delivery of the tasks assigned to the **CONSULTANT**, until **JUNE 30, 2023**. This **CONTRACT** may be extended or revised when the working conditions so require, under the execution period allowed or/and if any act of nature, situation or condition which thus justifies it, for a **REASONABLE** additional period, prior written agreement between both **PARTIES**. Such extension shall be subject always to availability of funds for such purposes.
  9. The dates of start and delivery of the tasks assigned to the **CONSULTANT**, as well as any further detail, will be stated in writing by the **RECOVERY AND MITIGATION OFFICE** of the **DEPARTMENT**. After each month, the **CONSULTANT** shall deliver a progress report in writing, detailing the status of the completed works and the costs incurred for its execution.
  10. The **CONSULTANT** shall not subcontract the services under this **CONTRACT**, or contract third-party experts or other persons to render the services under this **CONTRACT**, without prior written authorization from the **DEPARTMENT**.
  11. **SUBCONTRACTING** - When the **DEPARTMENT** agrees and provide the authorization for subcontracting, the **CONSULTANT** shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:
    - a) Placing unreasonable requirements on firms in order for them to qualify to do business,
    - b) Requiring unnecessary experience and excessive bonding,
    - c) Noncompetitive pricing practices between firms or between affiliated companies,



- d) Noncompetitive awards to consultants that are on retainer contracts,
  - e) Organizational conflicts of interest,
  - f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and,
  - g) Any arbitrary action in the procurement process.
12. The **CONSULTANT** assures to the **DEPARTMENT** that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, considering the nature of the work to be performed under this **CONTRACT**. The **CONSULTANT** will include the HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors, Article IV of this **CONTRACT**.

## II. COMPENSATION; INVOICES; OUT OF POCKET EXPENSES

1. The **DEPARTMENT** shall compensate the **CONSULTANT** for the actual time incurred in delivering the services and completing the tasks, assignments, deliverables, and the deliverables rates set forth in the **APPENDIX C - COMPENSATION SCHEDULE**.
2. **THE DEPARTMENT** shall pay the **CONSULTANT** for the tasks performed, to the satisfaction of the **RECOVERY AND MITIGATION OFFICE** or its authorized representative, as stated in the submitted **PROPOSAL**, which is an integral part of this **CONTRACT**. Payments will be made by the **DEPARTMENT** in response to invoices submitted by the **CONSULTANT** duly signed and certified.
3. The **CONSULTANT** shall submit, along with the invoices, a detailed report of the services rendered and the cost for those services, number of contract or amendment and corresponding account number. The total sum of the amounts will be equivalent to the total of money charged for the corresponding period.
4. The **DEPARTMENT** agrees to pay to the **CONSULTANT** compensation for the professional services rendered under this **CONTRACT**, up to a maximum of **FIVE HUNDRED FORTY-NINE THOUSAND AND NINETY-NINE DOLLARS (\$549,099.00)** which will be paid from accounts number: **E1290-272-0500000-06F-2018-050-4339SU07175** (up to \$494,189.10) and **E1290-201-0500000-082-2018-050-4339SU07175** (up to \$54,909.90). The **DEPARTMENT** agrees to pay to the **CONSULTANT** according to the payment schedule as detailed below in the **PROPOSAL**.
5. All payments made for the services rendered under this **CONTRACT** will be processed in accordance with current regulations and standards established by the Department of the Treasury of Puerto Rico.
6. The **PARTIES** acknowledge that the fees have been set within a framework of reasonableness, considering the resources and experience necessary for the provision of the services covered by this **CONTRACT**. The **CONSULTANT** agrees that it will invoice in accordance with the schedule detailed in the previous clauses. The **CONSULTANT** acknowledges and agrees that the **DEPARTMENT** will not pay bills for services rendered once the maximum amount of funds allocated for deliverables in this contract is exhausted. If for any unjustified reason, in writing, the rate set exceeds the limits established by government regulations, it will be understood that the agreed price is the maximum allowed for the services provided.
7. The **CONSULTANT** understands and acknowledges with its signature that the **DEPARTMENT** budget is subject to changes that may be implemented by the Financial Oversight & Management Board for Puerto Rico, the Governor of Puerto Rico, the Federal Government, the grants allocation programs or otherwise required by law. If for any reason the **DEPARTMENT** determines to move the funds of the budget item that affects this **CONTRACT** and whose result is to reduce the amount of funds available for this **CONTRACT**, the **DEPARTMENT** may reduce the contracted services upon written notification with at least seven (7) days in advance. The **DEPARTMENT** would be responsible for the payment of the services rendered until the effective date of the notification. Subject to the above, the **CONSULTANT** expressly recognizes that if there are no funds or allocation of funds for the payment of the contracted services, the **CONTRACT** will be terminated with no other right than to collect what has already been worked.

8. Any payment made by **DEPARTMENT** in connection with this **CONSULTANT** does not presume nor represent the waiver, loss and/or impairment of any right and/or action of the **DEPARTMENT** under this **CONTRACT**, and/or under applicable laws and/or equity.
9. It is the public policy of the Government of Puerto Rico to encourage all payments to be made by electronic methods. The **CONSULTANT** authorizes the **DEPARTMENT** to deposit all sums owed into a bank account identified by the **CONSULTANT**. In case of any overpayment, and/or any error related to the electronic payment, the **CONSULTANT** authorizes the **DEPARTMENT** to charge electronically to the bank account to correct such error, without mediating additional authorization to it.
10. According to Act 257-2018, as amended, the **CONSULTANT** shall be withheld ten percent (10%) for income tax, unless the **CONSULTANT** submits a waiver issued by the Treasure Department, in which case the withholding will be the one indicated in the same. The **DEPARTMENT** will notify the Tax Bureau of the Treasury Department the amounts paid.
11. The **CONSULTANT** declares that it is in compliance with Act No. 74 of June 21, 1956, as amended, known as the *Puerto Rico Employment Security Act*, 29 L.P.R.A. § 701 et seq.; Act No. 139 of June 26, 1968, as amended, known as the *Temporary Disability Benefit Act*, 11 L.P.R.A. § 201 et seq.; Act No. 428 of May 15, 1950, as amended, known as the *Social Security for Chauffeurs and Other Employees Act*, 29 L.P.R.A. § 681 et seq., and certifies that it has paid all contributions or, in the alternative, is complying with a payment plan.
12. The **CONSULTANT** agrees to include on each invoice submitted for payment, the following certification, according to the Administrative Bulletin No. OE-2001-73:

"Under penalty of absolute nullity, I certify that no public servant of the **DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES** is a part of/ or has any interest in the profits or benefits product of this **CONTRACT**, object of this invoice; and if is a part of or has an interest in the profits or benefits product of this **CONTRACT**, there has mediated a previous dispensation. The only consideration to supply the goods or services covered by the **CONTRACT** has been the payment agreed with the authorized representative of the **DEPARTMENT**. The amount of this bill is fair and right. Services have been provided and have not been previously paid for."

The **DEPARTMENT** will not pay the **CONSULTANT** for any invoice that does not contain the aforementioned certification.

13. The **RECOVERY AND MITIGATION OFFICE**, or its authorized representative, will be responsible for the coordination of the services and tasks between the **CONSULTANT** and the **DEPARTMENT** and/or local, state, or federal agencies. The **RECOVERY AND MITIGATION OFFICE**, or its authorized representative, will be responsible to review the reports and invoices, to certify that the work under this **CONTRACT** was completed satisfactorily before submitting the invoices for the payment.
14. The **DEPARTMENT** certifies that the funds for the payments related to the services rendered under this **CONTRACT** come from federal budgetary allocations. All disbursements for such payments shall be made from the **DEPARTMENT**'s accounts destined for this purpose.
15. The **DEPARTMENT** will only authorize the payments for those services properly rendered and previously authorized in writing by the **RECOVERY AND MITIGATION OFFICE** or its authorized representative.

### III. PROJECT COORDINATION AND SCOPE

1. The **ACTING SECRETARY** shall appoint the **DIRECTOR** of the **RECOVERY AND MITIGATION OFFICE** or its representative as the authorized representative responsible for the coordination of works and services between the **CONSULTANT** and the **DEPARTMENT** or Federal, State, or local agencies. The **DIRECTOR** of **THE RECOVERY AND MITIGATION OFFICE** of the **DEPARTMENT** or its authorized representative shall be responsible for the certification of invoices submitted by the **CONSULTANT** to be paid by the **DEPARTMENT**.
2. The **CONSULTANT**, by means of the **RECOVERY AND MITIGATION OFFICE**, or its authorized representative will coordinate the access to files, notes, data, and procedures, documents, pertinent methods, to all the activities and/or tasks included or related to this **CONTRACT**. The **CONSULTANT** agrees to evaluate the documentation that belongs to the project file in coordination with the Project Manager assigned to the **CONTRACT**. The **CONSULTANT** agrees

to not remove any files from the **RECOVERY AND MITIGATION OFFICE**.

3. The **RECOVERY AND MITIGATION OFFICE** could request meetings with the **CONSULTANT** as necessary with the objective of evaluating the progress of the tasks subject of this **CONTRACT**.
4. The **DEPARTMENT**, by means of the **RECOVERY AND MITIGATION OFFICE**, may contact the **CONSULTANT** inside or outside working hours to his/her phone number as well as through any other written or electronic communication.
5. The **CONSULTANT** agrees that its services are subject to the guidelines and control of the **RECOVERY AND MITIGATION OFFICE** of the **DEPARTMENT**, whose decisions are final in all matters relating to this **CONTRACT**. The **DEPARTMENT** agrees that no article, section heading, subsection or paragraph of this **CONTRACT** shall be amended, revoked or denied by unilateral action on its part.
6. The **CONSULTANT** agrees to carry out the services covered by this **CONTRACT** in accordance with the applicable state and/or federal regulations. The **CONSULTANT** will provide services according to the best practices of his/her profession, will provide a competent and diligent service and perform the work in accordance with the codes of professional ethics that govern the exercise of his/her profession and subject to legislation and legal regulations in force.
7. **REPORTING REQUIREMENTS** - As required by HUD, the **CONSULTANT** shall complete and submit all reports, in such form and according to such schedule, as may be required by the **DEPARTMENT**, the Government of Puerto Rico or the Federal Agencies. The **CONSULTANT** shall cooperate with all State efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. §§ 200.300-302; 200.327-328; and 570.507. When applicable, the **CONSULTANT**, without additional compensation, will review and correct any and all reports prepared under this **CONTRACT** until such documents are approved by the **RECOVERY AND MITIGATION OFFICE**, provided that all revisions required are within the scope of services set out in this **CONTRACT**.
8. **FLOOD PROTECTION ACT 1973** - The **CONSULTANT** will ensure that procedures and mechanisms are in place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 CFR § 570.605. The **CONSULTANT** agrees to provide the services product of this **CONTRACT** implementing all the improvement procedures necessary to comply with this clause.
9. The **CONSULTANT** may, at any time, recommend in writing to the **DEPARTMENT** any measure that she understands can streamline, improve, and maximize the actions agreed upon this **CONTRACT**. The **DEPARTMENT** may do the same with the **CONSULTANT**.
10. The Scope of Services has been attached hereto as **SCOPE OF SERVICE** and made a part of this **CONTRACT**. All the services and works must be a final draft of a deliverable that allows the **DEPARTMENT** to supervise the works and services to its satisfaction.

#### IV. APPLICABLE FEDERAL AND LOCAL LAWS

1. By accepting this **CONTRACT**, the **CONSULTANT** renounces the Copyrights on any document produced in accordance with the provisions of this **CONTRACT**, including all the reports, estimates of costs and any other document prepared by the **CONSULTANT** concerning the work to be performed under this **CONTRACT** in which case, those documents will become the property of the **DEPARTMENT** and the Government of Puerto Rico.
2. **INTERAGENCY SERVICES CLAUSE** - Both **PARTIES** acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the **DEPARTMENT** subscribes an interagency agreement or by direct disposition of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be provided under the same terms, conditions, and scope of services regarding work hours and/or compensation as set forth in this **CONTRACT**. For purposes of this section, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as its instrumentalities, public corporations, and the Governor's Office.
3. **PROFESSIONAL ETHICS RULES** - The **CONSULTANT** acknowledges and accepts that, to the extent applicable, it is knowledgeable of the rules of ethics of its profession and assumes responsibility for its own actions. The **CONSULTANT** also acknowledges that in executing its professional services pursuant to this **CONTRACT**, it has the obligation to exhibit complete

loyalty towards the **DEPARTMENT**, including having no adverse interests to this government entity. Adverse interests includes representing clients who have interest's contrary to the **DEPARTMENT**. This duty includes the continued obligation to disclose to the **DEPARTMENT**, when permitted under the applicable rules of professional conduct, all circumstances of its relationships with clients and third persons adverse to the **DEPARTMENT**, and any interest which could influence the **DEPARTMENT** when executing the **CONTRACT** or while it is in effect. The **CONSULTANT** represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present, or potential client. Also, it represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition. The **CONSULTANT** shall avoid even the appearance of the existence of conflicting interests.

4. The **CONSULTANT** expresses knowledge of the provisions of the Federal law known as "Drug-Free Workplace Act of 1988" and undertakes to comply with its provisions and make it compliant.
5. **ANTI-CORRUPTION PROVISIONS** - The **CONSULTANT** agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"), and with the Puerto Rico Governmental Ethics Law of 2011, Act No. 1-2012, as amended ("Act No. 1-2012")
  - a. The **CONSULTANT** shall furnish a sworn statement to the effect that neither the Consultant nor any person performing equivalent functions for the **CONSULTANT** has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act No. 8-2017"), or any of the crimes included in Act No. 2-2018.
  - b. The **CONSULTANT** hereby certifies that it has not been convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, for any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017.
  - c. The **DEPARTMENT** shall have the right to terminate this **CONTRACT** in the event the **CONSULTANT** is convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017.
  - d. It is expressly acknowledged that this certification is an essential condition of this **CONTRACT**. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the **DEPARTMENT** to terminate this **CONTRACT** immediately, without prior notice, and the **CONSULTANT** will have to reimburse the **DEPARTMENT** any amount of money received under this **CONTRACT**.
  - e. If the status of the **CONSULTANT** regarding the charges previously mentioned should change at any time during the term of the **CONTRACT**, the **CONSULTANT** shall notify in writing to the **DEPARTMENT** immediately. The failure to comply with this responsibility constitutes a violation of this clause and shall result in the remedies mentioned previously.
6. **IMPROVEMENT OF FAMILY ASSISTANCE AND SUPPORT FOR THE ELDERLY** - The **CONSULTANT** also certifies and warrants that it is in compliance with Act No. 168-2000, as amended, known as the "Act for the Improvement of Family Assistance and for the Support of the Elderly." In the event the **CONSULTANT** is under a court or administrative order directing it to provide financial support or to fulfill any obligation under the mentioned Act, the **CONSULTANT** further certifies and warrants that it is in compliance with said obligations. It is expressly acknowledged that this certification is an essential condition of this **CONTRACT**. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the **DEPARTMENT** to terminate the **CONTRACT** immediately, without prior notice to the **CONSULTANT**.

*[Handwritten signature]*  
*[Handwritten initials]*

7. **CONFLICTS OF INTERESTS** - Both **PARTIES** hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present **CONTRACT**. The **CONSULTANT** 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 **CONTRACT** or to influence in any way its execution. In addition, the **CONSULTANT** 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 **CONTRACT**, except for any subcontracts authorized by the **DEPARTMENT** in accordance with the provisions established herein.

- a. The **CONSULTANT** certifies that neither the **CONSULTANT**, its agents and/or subcontractors receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.
- b. The **CONSULTANT** certifies that, at the time of the execution of this **CONTRACT**, it does not have nor, to its knowledge, does it represent anyone who has interests that conflict with the **DEPARTMENT**. If such conflicting interests arise after the execution of this **CONTRACT**, the **CONSULTANT** shall notify the **DEPARTMENT** during a period of five (5) business day from the day the **CONSULTANT** learned of such conflict of interest, to determine the actions needed to resolve such potential conflict.
- c. No public officer or employee authorized to contract on behalf of the **DEPARTMENT** for which they work may execute a contract, with CDBG-DR Program allocation and any entity or business in which they or any member of their family unit has or has had direct or indirect economic interest during the two (2) years prior to their holding office. *Note 1: Act 237-2004, as amended, establishes this term to be four (4) years. However, the CDBG-DR Program adopted the term of two (2) years, as established on Act. No. 1-2012, as amended, known as "Puerto Rico Governmental Ethics Act" (Act 1-2012), 3 L.P.R.A. § 1854, Note 2: unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.*
- d. The **CONSULTANT** shall notify the **DEPARTMENT** as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. §200.112; 200.318(c); and 200.319(a)(5) (2015), if applicable). The **CONSULTANT** shall explain the actual or potential conflict in writing in sufficient detail so that the **DEPARTMENT** is able to assess such actual or potential conflict. The **CONSULTANT** shall provide the **DEPARTMENT** any additional information necessary for the **DEPARTMENT** to fully assess and address such actual or potential conflict of interest. The **CONSULTANT** shall accept any reasonable conflict mitigation strategy employed by the **DEPARTMENT**, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.
- e. The **CONSULTANT** certifies that at the time of execution of this **CONTRACT** it has no other contracts with any agencies, public corporations, municipalities, or instrumentalities of the Government of Puerto Rico.
- f. Gifts - The **DEPARTMENT**, OFFICES or/and STATE GOVERNMENT employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTORS** or parties to subcontracts. 2 C.F.R. § 200.318(c)(1).
- g. Violations - These standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers or employees. 2 C.F.R. § 200.318(c)(1).

8. **REQUIRED CERTIFICATIONS** - At the execution of this **CONTRACT**, the **CONSULTANT** has provided the certification and warrants to be registered in the Single Registry of Professional Services Providers, of the General Services Administration, under the corresponding category and has the Certification issued by the Administrator of said Governmental agency, in compliance with Act. No.73-2019, as amended, known as the *General Services Administration for the Centralization of Puerto Rico Government Purchases Act of 2019*. The **CONSULTANT** also certifies that it has filed income tax returns in Puerto Rico (if required by applicable law)

Handwritten initials: "AB" and a signature.

during the last five (5) years. The **CONSULTANT** also states that it has no pending debts with the Government of Puerto Rico for income taxes, real or personal property taxes, unemployment insurance premiums, workers' compensation payments or Social Security for drivers in Puerto Rico and the Administration for Child Support (known by its acronym in Spanish as "ASUME").

- AB
- a. For purposes of this **CONTRACT**, tax debt shall mean any debt that the **CONSULTANT**, or other parties which the **DEPARTMENT** authorizes the **CONSULTANT** to subcontract, may have with the Government of Puerto Rico for income 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 accounting firms, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs and ASUME.
  - b. It is expressly acknowledged that the certifications provided by the **CONSULTANT**, pursuant to this **CONTRACT**, are essential conditions and, if these certifications are incorrect, the **DEPARTMENT** shall have sufficient cause to terminate this **CONTRACT** immediately, without prior notice to the **CONSULTANT**.
  - c. The **CONSULTANT** shall also be responsible for providing the **DEPARTMENT** with the certifications required under this clause from any professional or technical consultant subcontracted by the **CONSULTANT** and authorized by the **DEPARTMENT** that provide services related to the **CONTRACT**. Such subcontractors shall be considered subcontractors for the purposes of this clause.
  - d. Federal Executives Orders 12549 and 12689 provide protection from fraud, waste, and abuse by debarring or suspending those persons that deal in an irresponsible manner with the Federal Government. The **DEPARTMENT** must verify that **CONSULTANT** and **SUBCONSULTANTS** are not excluded from receiving federal support by searching on the excluded parties list database at [www.sam.gov](http://www.sam.gov). It is recommended that the Recipient print and retain a copy of the search result in their grant file to document compliance with this requirement.
9. **REGISTRATION AT THE OFFICE OF THE COMPTROLLER** - The **CONSULTANT** will not receive any payment for the services rendered under the terms of this **CONTRACT** until the **CONTRACT** has been registered at the Office of the Comptroller of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended. The **DEPARTMENT** undertakes to have **CONTRACT** filed in the Office of the Comptroller, within fifteen (15) days of signing the **CONTRACT** by the **PARTIES**. No provision or consideration of services object of this contract may be demanded until the same has been filed for registration with the Office of the Comptroller, pursuant to the provisions of Act No. 18 of October 30, 1975, 2 L.P.R.A. §§ 97 and 98, as amended.
10. **DHS SEAL, LOGO, AND FLAGS** - The **CONSULTANT** shall not use the **DEPARTMENT**, Government of Puerto Rico, HUD or DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific **DEPARTMENT**, Governor Office, HUD, or FEMA pre-approval.
11. Copy of every executed contract can be found within **five (5) business days** of its execution, and a brief description in English and Spanish, on the Puerto Rico Department of Housing (PRDOH) **APPENDIX A - PROPOSAL BRIEF DESCRIPTION PRDOH**
12. The **DEPARTMENT** must be required reasonable opportunities for cost reduction, contemplating resilience, and guaranteeing its essential function, according to 2 CFR §200.318(g).
13. **DISPENSATION** - The **CONSULTANT** certifies it is not required to obtain a dispensation or waiver in compliance with the applicable laws and regulations of the Federal and Puerto Rico Government, prior to or in connection with the execution of this **CONTRACT**. The **PARTIES** agree that the proven illegality of any of the provisions of this **CONTRACT** shall not invalidate it.
14. **CHANGES** - The **DEPARTMENT** may, at any time, by written order, make changes in the services or work to be performed within the general scope of this **CONTRACT**. If such changes cause an increase or decrease in **CONSULTANT**'s cost of, or time required for, performance of any services under this **CONTRACT**, an equitable adjustment shall be made, and this

**CONTRACT** shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the services that would render the costs incurred in the performance of this **CONTRACT** unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from the Federal Emergency Management Agency ("FEMA"), the U.S. Department of House and Urban Development ("HUD") or any other U.S. Federal agency.

#### 15. DEBARMENT, SUSPENSION, AND INELIGIBILITY

- a. The **CONSULTANT** represents and warrants that he/she, its principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The **CONSULTANT** represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this **CONTRACT**, the **CONSULTANT** will periodically review SAM.gov and local notices to verify the continued accuracy of this representation.
- b. This certification is a material representation of fact relied upon by the **DEPARTMENT**. If it is later determined that the **CONSULTANT** did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the **DEPARTMENT**, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. Applicability. This requirement applies to all FEMA, CDBG-DR, CDBG-MIT, ARP-A other federal grants and cooperative agreement programs.

#### 16. ACCESS TO RECORDS

- (a) The **CONSULTANT** agrees to provide the **DEPARTMENT**, the Government of Puerto Rico, the Federal Program Administrators, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the **CONSULTANT** which are directly pertinent to this **CONTRACT** for the purposes of making audits, examinations, excerpts, and transcriptions. All records related with this **CONTRACT** will be maintained in the **RECOVERY AND MITIGATION OFFICE** for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this **CONTRACT**.
- (b) The **CONSULTANT** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The **CONSULTANT** agrees to provide the **DEPARTMENT**, the Government of Puerto Rico, Federal Program Administrators, the Comptroller General of the United States, or their authorized representatives access to work sites pertaining to the work being completed under the **CONTRACT**.

17. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS** - The **CONSULTANT** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the **CONSULTANT**'s actions pertaining to this **CONTRACT**.

18. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**. - The **CONSULTANT** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The **CONSULTANT** agrees to report each violation to the **DEPARTMENT** and understands and agrees that the **DEPARTMENT** will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.

19. **ENERGY EFFICIENCY** - The **CONSULTANT** agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with this Act.

20. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)** - The **CONSULTANT** who applied or bid for an award of \$100,000 or more shall file the required certification attached as **Appendix D - BYRD ANTI-LOBBYING** to this **CONTRACT**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds 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 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the **DEPARTMENT** and the Government of Puerto Rico.

21. **COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS** - The **CONSULTANT** acknowledges that FEMA, HUD, ARP-A, Bipartisan Act. or other federal financial disaster funds will be used to fund this **CONTRACT**. The **CONSULTANT** shall comply with all applicable Federal and Government of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, including but not limited to all **FEDERAL COST PRINCIPLES** set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I, and applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
22. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED** - Each and every provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this **CONTRACT** shall be deemed to be inserted herein and the **CONTRACT** shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the **CONTRACT** shall be amended to make such insertion or correction.
23. **NO OBLIGATION BY THE FEDERAL GOVERNMENT** - The Federal Government is not a party to this **CONTRACT** and is not subject to any obligations or liabilities to the non-Federal entity, **CONSULTANTS**, or any other party pertaining to any matter resulting from the **CONTRACT**.
24. **MODIFICATIONS AND AMENDMENT** - No amendment to or modification or other alteration of the **CONTRACT** shall be valid or binding upon the **PARTIES** unless made in writing, signed by the **PARTIES** and, if applicable, approved by the **DEPARTMENT**.
25. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** - The **CONSULTANT** shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
26. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974** - The **CONSULTANT** shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.
27. **DEBARMENT, SUSPENSION, AND INELIGIBILITY** - The **CONSULTANT** represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.
28. **SECTION 503 & 504 OF THE REHABILITATION ACT OF 1973** - The **CONSULTANT** shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The **CONSULTANT** agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.
29. **AGE DISCRIMINATION ACT OF 1975** - The **CONSULTANT** shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
30. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**



- all  
AD
- a) The work to be performed under this **CONTRACT** is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) The **PARTIES** to this **CONTRACT** agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the **PARTIES** to this **CONTRACT** certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c) The **CONSULTANT** agrees to send to each labor organization or representative of workers with which the **CONSULTANT** has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the **CONSULTANT's** commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d) The **CONSULTANT** agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The **CONSULTANT** will not subcontract with any subcontractor where the **CONSULTANT** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
  - e) The **CONSULTANT** will certify that any vacant employment positions, including training positions, that are filled: (1) after the **CONSULTANT** is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Provider's obligations under 24 C.F.R. part 135. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this **CONTRACT** for default, and debarment or suspension from future HUD assisted contracts.
  - f) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this **CONTRACT**. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. **PARTIES** to this **CONTRACT** that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
  - g) For contracts exceeding \$100,000.00, the **CONSULTANT** shall submit Form HUD 60002 (Section 3 Summary Report) to the **DEPARTMENT** on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.
31. **FAIR HOUSING ACT** - The **CONSULTANT** shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person based on race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals based on race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
32. **EQUAL EMPLOYMENT OPPORTUNITY ACT** - During the performance of this **CONTRACT**, the **CONSULTANT** agrees as follows:
- a) The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **CONSULTANT** will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The **CONSULTANT** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with The **CONSULTANT**'s legal duty to furnish information.
  4. The **CONSULTANT** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **CONSULTANTS** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- b) The **CONSULTANT** will comply with all provisions of Federal Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- c) The **CONSULTANT** will furnish all information and reports required by Federal 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 its 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.
1. In the event of the **CONSULTANT'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 **CONSULTANT** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Federal Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  2. The **CONSULTANT** must include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 Federal Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each **CONSULTANT** or vendor. The **CONSULTANT** will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
    - a) Provided, however, that in the event a **CONSULTANT** becomes involved in, or is threatened with, litigation with a **CONSULTANT** or vendor as a result of such

direction by the administering agency, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

- b) The **CONSULTANT** further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if **CONSULTANT** so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such Government which does not participate in work on or under the **CONTRACT**.
- c) The **CONSULTANT** agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **CONSULTANTS** and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d) The **CONSULTANT** further agrees that it will refrain from entering into any contract or contract modification subject to Federal Executive Order 11246 of September 24, 1965, with a **CONSULTANT** debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Federal Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **CONSULTANTS** and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Federal Executive Order. In addition, the **CONSULTANT** agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

33. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141- 3148)** - When required by Federal program legislation, all prime construction contracts more than \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, **CONSULTANT** must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, **CONSULTANTS** must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The **CONSULTANT** must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "**CONSULTANTS** and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each **CONSULTANT** or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report suspected or reported violations to the Federal awarding agency.

34. **PROCUREMENT OF RECOVERED MATERIALS** - To the extent applicable, in the performance of this **CONTRACT**, the **CONSULTANT** comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962), including but not limited to: (1) making maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired - (i) competitively within a timeframe providing for compliance with the **CONTRACT** performance schedule; (ii) meeting **CONTRACT** performance requirements; or (iii) at a reasonable price, and (2) procuring solid waste management services in a manner that maximizes energy and resource recovery.

35. **PATRIOT ACT** - The **CONSULTANT** hereby notifies the **DEPARTMENT** that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109- 177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the **DEPARTMENT** in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.
36. **STATUTORY AND REGULATORY COMPLIANCE** - The **CONSULTANT** shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
37. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
38. **UNDERSTANDING CLAUSE** - The **DEPARTMENT** adds this clause with the intention to confirm that the **CONSULTANT** has read all the details in this **CONTRACT**.
39. **RELIGIOUS ACTIVITY** - The **DEPARTMENT** and the **CONSULTANT** agree to refrain from using the funds related to this **CONTRACT** for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.
40. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS** - The **CONSULTANT** will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:
- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
    1. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources,
    2. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises,
    3. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and,
    4. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
41. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)
- a) The **CONSULTANT** shall comply with Sections 103 and 107 of the **CONTRACT** Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (2 C.F.R. part 5).
  - b) All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

#### V. INFORMATION; CONFIDENTIALITY

1. **INFORMATION PROVIDED BY THE CONSULTANT** - No information or advice provided or materials prepared by the **CONSULTANT** as a result of its activities hereunder may be

disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to a third party outside of the Executive Branch (other than, on a confidential, non-reliance, need to know basis, to the **DEPARTMENT's** employees, advisors, counsel and other representatives) without the **CONSULTANT** prior written consent, unless compelled by law or court order. In addition, the **DEPARTMENT** agrees that any reference to the **CONSULTANT** in any press release or communication is subject to the **CONSULTANT's** prior written approval, which may be given or withheld in its reasonable discretion, for each such reference. Notwithstanding the foregoing, the **CONSULTANT** agrees that the restrictions set forth by this Section V.1 shall be effective solely during the Term of this **CONTRACT**, and once the Term has ended, either due to successful completion, expiration or termination or cancellation by the **DEPARTMENT**, such information or materials may be disclosed at the **DEPARTMENT's** discretion.

2. **CONFIDENTIAL INFORMATION** - The **CONSULTANT** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the **DEPARTMENT**, as well as to the Government of Puerto Rico, its agencies, corporations, or municipalities, now or hereafter provided to the **CONSULTANT** (the "Confidential Information"). The **CONSULTANT**, in accordance with the terms of this **CONTRACT**, shall not make public or disclose any of said Confidential Information without the previous written consent of the **DEPARTMENT**, except as otherwise set forth herein. The term Confidential Information shall not include information which (i) is previously known to the **CONSULTANT**, (ii) is available to the public prior to the time of disclosure hereunder, (iii) subsequent to the time of disclosure hereunder, becomes available to the public other than as a result of a breach of this **CONTRACT** by the **CONSULTANT**, (iv) subsequent to the time of disclosure hereunder becomes available to the **CONSULTANT** or its Representatives by a third party who, to the knowledge of the **CONSULTANT**, is under no obligation to keep the information confidential, (v) is independently developed by the **CONSULTANT** without reference to the Confidential Information or (iv) is approved for disclosure or release by the **DEPARTMENT**. The **CONSULTANT** will promptly, upon the written request of the **DEPARTMENT**, deliver to the **DEPARTMENT**, or at the **DEPARTMENT** election, destroy all Confidential Information; provided, however, that the **CONSULTANT** may retain copies of Confidential Information, subject to the confidentiality terms of this **CONTRACT**, in accordance with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of the **CONSULTANT** under this **CONTRACT**. This provision shall survive the termination or expiration of this **CONTRACT** for a period of two (2) years.

## VI. GENERAL CONDITIONS

1. The **CONSULTANT** shall be liable for any damage related to the services it will provide, and maintains, holds harmless and releases the **DEPARTMENT** from liability, if damages occur to persons, employees, or their representatives, resulting from the execution of its services under this **CONTRACT**.
2. This **CONTRACT** cannot nullify any other **CONTRACT** made and entered into, signed, express or implicit, existing between the **PARTIES** for other projects that have a federal funding source assigned with different account numbers and awarded through due process.
3. No agent, employee, or other representative of any of the parties is entitled to alter, modify, amend, or rescind this **CONTRACT**, unless that is done by written **CONTRACT** of the **PARTIES**. Any changes or substantial modifications agreed by the **PARTIES** regarding the terms and conditions of this **CONTRACT**, will be incorporated into it by formal amendment, in accordance with the rules governing the hiring of professional services by agencies of the Government of Puerto Rico.
4. The **CONSULTANT** agrees to carry out the services covered by this **CONTRACT** in accordance with the applicable state / federal regulations. The **CONSULTANT** will provide services according to the best practices of his/her profession, will provide a competent and diligent services and perform the work in accordance with the codes of professional ethics that govern the exercises of his/her profession and subject to legislation and legal regulations in force, including the *Anticorruption Code for the New Puerto Rico*, Act No. 2-2018 attached hereto as **APPENDIX E - ANTICORRUPTION CODE**.
5. The **PARTIES** certify that no official or public employee of the **DEPARTMENT** has direct or indirect pecuniary interest in the contract, or any other interest that adversely affects it. They also certify that no official or employee of the Executive Branch has interest in the profits or benefits product of this **CONTRACT**.

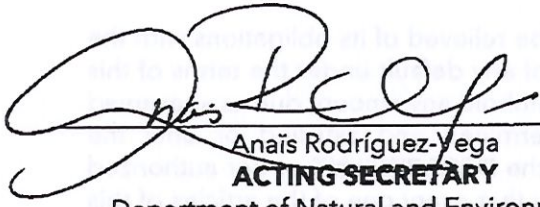
6. The **CONSULTANT** certifies that no family member is a public official that participates or have access to the decision-making process to determine the need for the services covered by the contract or to participate in the process of negotiating and granting of the **CONTRACT**.
7. The **CONSULTANT** certifies that it has no interests in a case or matter of any kind that might create a conflict of interest or conflict of public policy during the provision of the services agreed under the **CONTRACT** and that it will not accept any contract that may cause a conflict of interest or conflict of public policy with the **DEPARTMENT**.
8. All expenses related to the services of this **CONTRACT** shall be borne by the **CONSULTANT**. The **DEPARTMENT** will not pay, nor authorize additional reimbursement to the **CONSULTANT** for daily allowance, phones, per diem rates, other charges relating to communication, such as fax, applications ("apps"), pagers ("beepers"), mobile phones; for transportation within the jurisdiction of Puerto Rico, nor for any other additional fees here agreed. The **CONSULTANT** will not be covered by the Compensations System for Work-Related Accidents Act.
9. The **CONSULTANT** will not invoice above the maximum amount agreed upon, for the professional and consultive services it is committed to provide to the **DEPARTMENT**.
10. The **CONSULTANT** shall not prepare, disclose, publish, or address any material related to this **CONTRACT** without the prior consent of the **DEPARTMENT**. The **DEPARTMENT** will not compensate in any way the **CONSULTANT**, if it does not comply with what has been agreed in this section. During the term of this **CONTRACT**, the **CONSULTANT** shall respect the confidentiality of the information and documents provided by the **DEPARTMENT**. At the written request of the **DEPARTMENT** or at the expiration, cancellation or termination of this **CONTRACT**, the **CONSULTANT** shall deliver to the **DEPARTMENT** any document, information or material owned by the **DEPARTMENT** related to this **CONTRACT**.
11. This **CONTRACT** will be governed by the laws of Puerto Rico and will be interpreted according to them. The **PARTIES** agree to submit to the jurisdiction of the Court of First Instance in San Juan, for any claim arising out of any breach of any provision of this **CONTRACT** or for its interpretation thereof. The laws and regulations of this jurisdiction are incorporated by reference in this **CONTRACT** to the extent that those laws, rules and regulations are required, and they shall prevail over any provision in conflict with this **CONTRACT**. If required by applicable law, the contracting **PARTIES** may amend this **CONTRACT** for the sole purpose of complying with the provisions of law.
12. The articles and sections of this **CONTRACT** are independent from each other. If a court determines that any provision or condition of this **CONTRACT** is null and void, invalid or illegal by being contrary to any regulation, law or public policy, all other articles and conditions will continue to have validity in full force and effect, unless otherwise decided by the Court.

## VII. CANCELLATION AND/OR TERMINATION OF THE CONTRACT

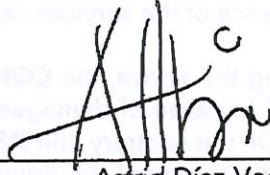
1. The **CONSULTANT** has been warned that this **CONTRACT** may be resolved by the **DEPARTMENT** without prior notice to the contracted party, in the event of the **CONSULTANT** be convicted of State or Federal crime that affects the nature of the services provided. If the **CONTRACT** is canceled for that reason, the **CONSULTANT** shall be entitled to receive the compensation for work or services rendered up to the date on which the cancellation is exercised.
2. **THE BREACH, NEGLIGENCE OR NEGLECTING OF THE DUTIES OBJECT OF THIS CONTRACT** by the **CONSULTANT** as well as the **IMPROPER CONDUCT** of the **CONSULTANT**, as defined by the laws of Puerto Rico, shall constitute sufficient cause for the **DEPARTMENT** to terminate this **CONTRACT** immediately, without prior notice and releasing the **DEPARTMENT** from all liability under this **CONTRACT**.
3. The **CONSULTANT** agrees to release the **DEPARTMENT**, other agencies, offices and public corporations, their directors, officers, employees, agents, representatives, assignee and the Government of Puerto Rico, Federal Agencies and Federal Government from any liability and for all losses, cause of damages, claims, property, personal injury and expense liabilities (including attorneys' fees) arising out of or related to the negligent actions or fault of the **CONSULTANT**, subcontractor(s) or contractor(s) thereof in the performance of its obligations under this **CONTRACT**.

4. **INDEMNIFICATION** - The **CONSULTANT** shall indemnify, defend, and hold harmless the State and its agents and employees from and against all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the **CONSULTANT** in the performance of the services called for in this **CONTRACT**.
5. Notwithstanding the above, the **CONSULTANT** will not be relieved of its obligations with the **DEPARTMENT** because of damages suffered by virtue of any default under the terms of this **CONTRACT**. On the contrary, the **DEPARTMENT** may withhold any amount due as a reserved guarantee, until the total of liquid damages is determined and satisfied or until the **CONSULTANT** is properly relieved by the Secretary of the **DEPARTMENT** or her authorized representative (the Under Secretary) of the responsibility that every one of the articles of this **CONTRACT** requires, until the day and time that it is cancelled in writing.
6. This **CONTRACT** may be terminated or rescinded by any of the contracting **PARTIES** by giving notice in writing to the other party with five (5) days prior to the date of proposed termination, without a right to any additional compensation, except the accrued hereunder up to that date.
7. **TERMINATION FOR CONVENIENCE** (Applicable to contracts exceeding \$10,000) -The **DEPARTMENT** may terminate this **CONTRACT** at any time by giving at least ten (10) days' notice in writing to the **CONSULTANT**. If the **CONTRACT** is terminated by the **DEPARTMENT** as provided herein, the **CONSULTANT** will be paid for the time provided and expenses incurred up to the termination date.
8. If the **CONSULTANT** wishes to terminate the **CONTRACT**, the **CONSULTANT** shall provide and complete any report or task that is pending, before the termination. Default of either party with the obligations in the way and/or under the terms herein established, shall constitute a breach of this **CONTRACT**. The contracting party who do not exercises its legal rights based on the breach of the other contracting party with one (1) or more clauses of this **CONTRACT**, surrenders its inherent rights under the **CONTRACT**.
9. The **DEPARTMENT** will make an inventory or will inspect the work performed and will keep all finished work or pending completion such as: office documents, models, photographs, design, office computations, specifications, cost estimates, reports prepared by the **CONSULTANT**, correspondence and everything related to the work and services hereby contracted.
10. The **PARTIES** acknowledge that if the funds provided for this **CONTRACT** are in any way limited or cancelled, this **CONTRACT** will be rescinded and will terminate the day that such funds are adjusted or cancelled. In this case, all services provided by the **CONSULTANT** up to and including the day of limitation or cancellation of funds shall be compensated according to the terms set forth in this **CONTRACT**. If funds are reduced, the **PARTIES** shall have the option of negotiating a new contract in writing, subject to the guidelines imposed by the relevant authorities and the funds available.
11. The validity, effectiveness and enforceability of this **CONTRACT** shall be subject to the approval of the Office of the Governor, or any other unit of the Government of Puerto Rico designated for those purposes. If for some reason this **CONTRACT** does not receive endorsement or authorization by the mentioned instrumentality of the Government of Puerto Rico, any service provided as a result of this **CONTRACT** prior to receipt of the above-mentioned authorization will immediately lose effectiveness and will not be compensated by the **DEPARTMENT**. Also, any payment made to the **CONSULTANT** because of this **CONTRACT**, prior to receiving the authorization mentioned before, shall be returned entirely to the **DEPARTMENT**. The **CONSULTANT** freely and voluntarily assumes any risks related to the authorization referred to above, at the time of executing this **CONTRACT**.
12. The Governor Chief of Staff Office shall have the power to terminate this **CONTRACT** at any time.
13. Expenses incurred by the **CONSULTANT** prior to the date of effectiveness of the **CONTRACT** for related affairs consulting services, are not refundable by the **DEPARTMENT**.
14. The **PARTIES** acknowledge that the **CONSULTANT** has submitted the certification entitled "Contract Certification Requirement", as required in accordance with the Contract Review Policy of the Financial Oversight & Management Board for Puerto Rico, effective November 6, 2017 and as amended on October 30, 2020; signed by the Executive Director of the **CONSULTANT** (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contract Certification Requirement" is included as an annex to this **CONTRACT**.

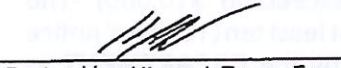
In witness of which THE **DEPARTMENT** and the **CONSULTANT** have signed this **CONTRACT**, in San Juan, Puerto Rico, this 09 day of September, 2022.



Anaís Rodríguez-Yega  
**ACTING SECRETARY**  
Department of Natural and Environmental  
Resources  
**DEPARTMENT**  
**EIN 660-43-3481**



Astrid Díaz-Vega  
**PRESIDENT**  
ADV ARCHITECTS PCS  
**CONSULTANT**  
**EIN 660-78-2764**



Revised by: Hiram J. Zayas, Esq.  
Legal Affairs Office (DNER)



Appendix A



Departamento de Recursos Naturales y Ambientales

**PROPUESTA**  
**SERVICIOS DE DISEÑO E INGENIERÍA PARA RECONSTRUCCION**  
**DE INSTALACIONES EN EL ZOOLOGICO DR. JUAN A. RIVERO EN**  
**MAYAGÜEZ, PUERTO RICO**



8 de octubre de 2021

Astrid Díaz, AIA  
Partner, ADV Architects

8 de octubre de 2021



Lcdo. Rafael Machargo Maldonado  
Secretario  
Departamento de Recursos Naturales y Ambientales  
DRNA  
San Juan, Puerto Rico

Estimado señor Secretario:

Es con mucha satisfacción y entusiasmo que ponemos a su disposición nuestra experiencia profesional en el área de evaluación, recuperación y mitigación de daños en nuestro patrimonio edificado y natural, para el proyecto "RECONSTRUCCIÓN DE INSTALACIONES EN EL ZOOLOGICO DR. JUAN A. RIVERO EN MAYAGÜEZ".

Nuestro equipo multidisciplinario ha trabajado anteriormente proyectos relacionados al Zoológico en Mayagüez y a todas las áreas que inciden en este proyecto.

Evaluaremos los daños a la instalación e infraestructura, causados por el huracán María. Recomendaremos acciones y estrategias para reparar, actualizar y mitigar. Prepararemos planos y documentos de construcción, asesorando continuamente al DRNA.

Estos servicios de consultoría se realizarán de acuerdo con todas las leyes, regulaciones y órdenes ejecutivas locales, estatales y federales aplicables.

Además estamos completamente accesibles para servirles inmediatamente y a necesidad del DRNA en el transcurso del proyecto.




Atentamente,

Arq. Astrid Díaz, AIA  
Presidenta ADV Architects



## Inclusion of Small, Minority and Woman-Owned Businesses

ADV Architects is certified as a 100% Woman Owned Firm by the SBA federal Agency.

 SBA Certify... Dec 3, 2020  ...  
to me 

## Women-Owned Small Business (WOSB)

**Application Package**     WOSB Initial Application

**Type**                     WOSB

**Program Participation Status**     Submitted

**Submission Date**        10/10/2020

**Decision**                 Approve

**Expiration Date**        12/3/2021

Astrid Diaz

ADV ARCHITECTS, PSC

CARR. PR #2 KM 59 INT. BO FLORIDA  
AFUERA

BARCELONETA, PR 00617

Dear Astrid:

Congratulations! Your firm has been certified as a Women Owned Small Business WOSB by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).



Inclusion of Small, Minority and Woman-Owned Businesses

ADV Architect is certified as a 100% Woman Owned Firm by the SBA Federal Agency



Woman-Owned Small Business (WOSB)

## Propuesta y Composición Profesional

Application Package	Type	Program	Participation	Status	Submission Date	Decision Date
WOSB_Initial_Application	WOSB	Submitted			10/10/2020	12/04/2021
ADV ARCHITECTS, PSC						
CARR, P.O. BOX 89 INT. BO. FLORIDA						
ATLANTA						
BARCELONETA, PR 00917						
<p>Dear Sirs:</p> <p>Congratulations your firm has been certified as a Woman Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Woman-Owned Small Business Federal Contract Program (WOSB Program) as set forth in Title 13, Part 125 of the Code of Federal Regulations (CFR).</p>						



**ADV Architects, PSC**  
**Woman Owned SBA Firm**  
**Specialist Mitigation Experts**

ADV Architects es una firma de servicios profesionales en arquitectura, ingeniería y mitigación, altamente especializada para realizar los trabajos de reporte de evaluación técnico y análisis para reparar o reemplazar la infraestructura afectada del Zoológico en Mayagüez, incluyendo la preparación de planos de diseños y documentos de construcción y subasta para las reparaciones, así como la asistencia al DRNA en reuniones interagenciales que sean necesarias.

**Equipo Profesional**

**Arq. Astrid Díaz, Principal**

Maestría en Arquitectura

Estudios en Diseño Ambiental incluyendo Acuarios y Zoológicos

“Specialist Mitigation Expert, Natural Hazards”

“Mitigation Assessment Team, Washington”

“Post Disaster Manager, American Institute of Architects”

Gerencia de Proyectos Multidisciplinarios

**Arq. Ángel Pérez**

Profesional de Siembra y Forestación (PSF)

Arborismo, Manejo de Árboles, Diseño y Construcción de Paisajes

**Ing. Iván Peña Alvarado, Estructura, Civil y Códigos de Construcción**

**Ing. Daniel Rossell Suárez**

Eléctrico, Especialidad en Infraestructura Eléctrica Costo Eficiente y Sistemas Fotovoltaicos

**Ing. Jaime Baigés**

Ingeniería Geotécnica

**Ing. José Luis Sicardó**

Sistemas Mecánicos y Códigos

**Estudios Técnicos, Joaquín Villamil**

Especialistas en Planificación Ambiental de Recursos Naturales

Planes de Viabilidad Económica

“Hazard Mitigation/Disaster Recovery Planning”

**Ing. Miguel Menar**

Hidrología

**Ing. Fernando L. Rodríguez**

Ambiental, Especialidad en Permisos Ambientales

**Antonio Meléndez, Agrimensor**

Mensura, Topografía y Batimetría del Lago



ADV Architects, PSC  
1000 Howard Street  
San Francisco, CA 94102

ADV Architects is a firm of professional architects, interior designers, landscape architects, and engineers. We provide a full range of architectural services, including conceptual design, schematic design, design development, construction documents, construction administration, and post-occupancy evaluation. Our services are provided to a wide range of clients, including government agencies, educational institutions, and private corporations. We are currently seeking qualified candidates for the position of Architectural Designer. The successful candidate will be responsible for assisting the architect in the design and development of architectural projects. The candidate should have a degree in architecture or a related field and have several years of professional experience in architectural design. The candidate should also have strong communication and organizational skills. For more information, please contact us at (415) 774-1000.

Job Title: Architectural Designer

Job Location: San Francisco, CA

Job Type: Full-time

Education: Bachelor's degree in Architecture or related field

Experience: 3-5 years of professional architectural design experience

Skills: Strong communication and organizational skills

Salary: \$60,000 - \$70,000 per year

Benefits: Health, dental, and vision insurance

Job ID: ADV-2023-001

Application Deadline: 10/26/2023

How to Apply: Please send your resume and cover letter to [careers@adv-architects.com](mailto:careers@adv-architects.com)

## Experiencia y Destrezas ADV Architects, PSC

Job Title: Architectural Designer

Job Location: San Francisco, CA

Job Type: Full-time

Education: Bachelor's degree in Architecture or related field

Experience: 3-5 years of professional architectural design experience

Skills: Strong communication and organizational skills

Salary: \$60,000 - \$70,000 per year

Benefits: Health, dental, and vision insurance

Job ID: ADV-2023-001

Application Deadline: 10/26/2023

How to Apply: Please send your resume and cover letter to [careers@adv-architects.com](mailto:careers@adv-architects.com)

Job Title: Architectural Designer

Job Location: San Francisco, CA

Job Type: Full-time

Education: Bachelor's degree in Architecture or related field

ADV Architects PSC y sus consultores profesionales poseen las destrezas y la experiencia para llevar a cabo el proyecto de la rehabilitación del Zoológico en Mayagüez con un alto estándar de diseño y profesionalismo para hacer del mismo uno exitoso.

#### **Diseñadores en el Zoológico**

Nuestra firma desarrolló el estudio técnico y planos de diseño para el proyecto “**Centro de Investigación Marina y Acuario de Mayagüez CIMAC**” para el Zoológico, en alianza con el Recinto Universitario de Mayagüez. Durante los 10 años de desarrollo del proyecto, nos brindó un amplio conocimiento de todas las áreas del Zoológico y sus hábitats, y nos permitió trabajar, investigar, planificar y diseñar en el zoológico este tipo de instalación complementaria.

#### **Estudio y Visitas a Zoológicos EU**

Para estos efectos se hicieron visitas de estudio y reuniones a instituciones de zoológicos y acuarios en Estados Unidos, y conversaciones de integración con AZA la asociación que agrupa a los acuarios y zoológicos de la nación.

#### **Resiliencia tras Huracán María**

Debido a la complejidad de situaciones experimentadas en las facilidades del Jardín Zoológico luego del embate del Huracán María en 2017, según documentadas por FEMA “**Damage Description and Dimensions**” (DDD), es necesario enfocarnos en la identificación correcta de los problemas y en generar soluciones a corto y largo plazo que provean al Zoológico de la resiliencia necesaria para sobrevivir eventos naturales futuros.

#### **Categoría de Daños**

Los daños observados en el Zoológico luego del huracán se pueden clasificar en las siguientes categorías:

1. Infraestructura
2. Planta física
3. Civil
4. Hábitats de animales
5. Áreas verdes y vegetación
6. Ambiental

Para atender cada una de estas áreas tenemos a los profesionales capacitados que proveerán evaluaciones correctas a los daños y situaciones que se evalúen, diseñando soluciones y reparaciones con un enfoque en el futuro y la resiliencia del parque.

#### **Infraestructura**

En la categoría de infraestructura contamos con el Ingeniero Daniel Rosell Suárez, para la evaluación y diseño de sistemas eléctricos. Rosell es un exitoso ingeniero experimentado y con diversidad de conocimientos eléctricos para sistemas costo-eficientes y sistemas fotovoltaicos.

#### **Sistemas Mecánicos**

Para sistemas mecánicos contamos con el ingeniero José Luis Marrero Sicardó con vasta experiencia en proyectos a gran escala, industriales y comerciales. Debido a la gran cantidad de situaciones mecánicas descritas por FEMA en su DDD, la experiencia del Ing. Marrero Sicardó nos proveerá la capacidad de definir los problemas rápidamente, evaluar sus soluciones y diseñar reparaciones dentro del ámbito de costo y futuro requerido.

#### **Planta Física/ Rehabilitación de Hábitats**

Para la planta física y restauración de los hábitats de animales, nuestro equipo de arquitectos tiene la capacidad para hacer el trabajo necesario para el diseño de las reparaciones adecuadas, dentro del presupuesto establecido y con un fin resiliente.

### **Restauración/Permisología**

Nuestro equipo cuenta con la experiencia en proyectos de restauración y remodelación de edificios, permisología local y federal, así como con experiencia en sistemas modernos de tecnología para este tipo de trabajo.

### **Gerencia de Proyectos**

Contamos con años de experiencia en servicios de evaluaciones de condiciones, manejo de proyectos y administración de proyectos, lo que facilitará la organización del trabajo a realizarse, su mejor entendimiento y la visión de futuro que tanto necesita el Zoológico.

### **Estructura**

En lo estructural, el ingeniero Iván Peña Alvarado es un experimentado ingeniero en Puerto Rico y Estados Unidos, capaz de diseñar sistemas estructurales para las necesidades del Zoológico, verificar el cumplimiento de códigos de construcción y de hacer evaluaciones estructurales precisas y correctas.

### **Suplidores Hábitats**

Con relación a la restauración de los hábitats de animales hemos hecho contacto con varias firmas norteamericanas especializadas en equipos para Hábitats de Zoológicos que están disponibles para proveer sus conocimientos, recomendaciones y experiencia en el desarrollo de hábitats adecuados, resilientes y modernos para las diversas especies del zoológico.

### **Civil/Geotecnia**

En lo civil, el Zoológico enfrenta varias condiciones que requieren una inmediata atención de ingeniería civil. El lago tiene problemas de sedimentación, el parque tiene situaciones pluviales importantes y la erosión del terreno en los hábitats de animales es serio. En el ámbito civil, y para atender todos los asuntos planteados por FEMA, hemos incorporado un notable grupo de profesionales como el agrimensor Antonio Meléndez. Como ingeniero geotécnico colabora el Ing. James A. Baiges con 40 años en el campo de la ingeniería de suelos. El ingeniero Baiges es reconocido en Puerto Rico y Estados Unidos, estando a cargo de proyectos de gran importancia en la isla como la reparación de la represa Guajataca luego del huracán María y el proyecto del Canalización Río Puerto Nuevo en Hato Rey, entre otros.

### **Hidrología**

En asuntos hidráulicos, colabora con nuestro equipo el Ing. Miguel Menar, reconocido hidrólogo en Puerto Rico con vasta experiencia.

### **Paisajismo**

Para el manejo de áreas verdes del zoológico contamos con la colaboración del profesional de siembra y forestación (PSF), Arqto. Angel Pérez, con vasta experiencia en arborismo, manejo de árboles, diseño y construcción de paisajes con su firma Ambientaliz.

### **Asuntos Ambientales**

Finalmente, los asuntos ambientales del proyecto serán manejados por el ingeniero ambiental, Fernando L. Rodríguez con experiencia en permisos ambientales, fue además consultor del zoológico de Mayagüez en asuntos ambientales.

### **Planificación Ambiental y Viabilidad Económica**

De ser necesarias estrategias de planificación ambiental, recursos naturales y viabilidad económica contamos con Estudios Técnicos y el economista Joaquín Villamil.



El presente proyecto de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

El presente trabajo de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

## Metodología Organizativa y Estrategias para el Proyecto

El presente trabajo de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

### 1. PLANES DE DISEÑO Y CONSTRUCCIÓN

El presente trabajo de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

El presente trabajo de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

El presente trabajo de tesis, desarrollado en el ámbito de la Ingeniería Industrial, tiene como objetivo principal el estudio de la metodología organizativa y las estrategias para el proyecto de construcción de una planta de procesamiento de leche en la zona de la ciudad de Bogotá, D.C.

Nuestra propuesta de servicios profesionales en arquitectura e ingeniería integrarán estrategias para evaluaciones, diseño y construcción. Se basan en tres aspectos e incluye la evaluación cuantitativa de la condición de cada área incluida en el proyecto según "Damage Description and Dimensions" de FEMA (DDD).

**1. INFORME TÉCNICO CUANTITATIVO DE REPARACIÓN Y REEMPLAZO** para los siguientes edificios, sistemas, hábitats de 60 "sites" identificados en el DDD de Fema y en la visita compulsoria llevada a cabo el 17 de septiembre de 2021 por DRNA:

- a. Edificio de Oficinas Administrativas.
- b. Edificios de "Ticket Booths".
- c. Hábitat de Baboon
- d. Hábitat de Rinoceronte- Savannah
- e. Hábitat de Chimpancé
- f. Hábitat del Jaguar
- g. Hábitat del Camello y Venado.
- h. Summit
- i. Hábitat de Monos
- j. Hábitat de Antílope
- k. Hábitat de Tigres
- l. Hábitat de Caimán
- m. Hábitat de Puercoespín
- n. Hábitat de Llamas
- o. Mariposario
- p. Antropodario
- q. Edificio "Gift Shop"
- r. Hábitat del Elefante
- s. Sistema de Aires Acondicionado
- t. Área de Composta
- u. Planta de Tratamiento
- v. Mejoras generales al sitio, verjas, paseos, concesiones, colindancias, Edificios de Almacenaje Gazebo de entrada, Oficina de Seguridad
- w. Edificio de Cuarentena
- x. Acuario y Clínica Veterinaria y otros hábitats de leones, culebras
- y. Estacionamiento
- z. Aviario
- aa. Lago
- bb. Area de Viveros

**2. VISITAS DE CAMPO** continuas al sitio con el propósito de definir y diseñar el alcance de las reparaciones necesarias para que vuelva a su estado operativo.

### **3. PLANOS DE DISEÑO Y CONSTRUCCIÓN**

El diseño de áreas y planos preparados serán certificados por los arquitecto e ingenieros de nuestra firma, licenciados y autorizados a ejercer la practica en Puerto Rico.

Los planos estarán firmados y sellados e incluirán la estampilla cancelada del Colegio de Ingenieros y Agrimensores de Puerto Rico.

El diseño presentado considerará elementos de mitigación y de auto- sustentabilidad. Análisis de las estructuras y del sistema pluvial de la instalación. Análisis de las charcas de sedimentación que incluya entre otros: ubicación, tamaño, capacidad de retención y mantenimiento.

### **Planos Esquemáticos**

El Estudio Técnico Cuantitativo sentará la pauta para el diseño de los Planos Esquemáticos de todos los edificios, hábitats e instalaciones a reparar arriba descritos.

El diseño esquemático incluirá:

- i. Plantas de pisos y elevaciones
- ii. Diseño del proyecto / áreas de preparación
- iii. Notas especiales
- iv. Detalles de diseño, tales como modificaciones a los sistemas de aire acondicionado y ventilación mecánica según lo requiera el código;
- vi. Dibujos de demolición, si es necesario.
- vii. Diseño esquemático eléctrico para las reparaciones necesarias en la distribución de energía e iluminación de la sucursal basado en el NEC 2017.

### **Planos Preliminares**

Se integrarán todas las disciplinas de nuestros consultores especializados identificadas en el Estudio Técnico Cuantitativo y Planos Esquemáticos

### **Planos Finales y Documentos de Construcción y Subasta**

Se establecerán estrategias para agrupar áreas de trabajo a ser construidas y especificaciones constructivas.

Consistirán de todos los detalles constructivos y especificaciones técnicas de cada área a ser renovada y reparada según se estableció en el Informe Técnico y en los Planos Esquemáticos/Preliminares. Estos planos y documentos de construcción se prepararán para la realización de subasta de contratistas de construcción.

En esta etapa se brindará asesoría en el proceso de licitación de contratistas y supervisión de las obras.

### **Plan de Trabajo**

Visitas continuas de campo con nuestros especialistas para el Informe Técnico Cuantitativo y para los Planos de Diseño y Construcción.

El Informe Técnico Cuantitativo de Daños definirá el alcance del trabajo para los Planos de Diseño Esquemático, Planos Preliminares y Finales y Documentos de Construcción y Subasta. El informe incluirá la ubicación de la instalación, la fecha del informe, bocetos o fotos de las instalaciones.

Se determinará un costo de construcción preliminar de los componentes de la instalación afectada de acuerdo con los componentes dañados en la etapa de Planos de Diseño

La evaluación incluirá características arquitectónicas y componentes eléctricos y mecánicos (MEP).

Se entregarán Planos de Diseño de cada etapa producto de las visitas, reuniones con DRNA, y estrategias de mitigación, autosustentabilidad, y presupuesto. El diseño se regirá por los códigos y estándares de construcción de Puerto Rico, incluidas las disposiciones resistentes a los peligros incluida la Ley de Discapacitados de América.

Se diseñará de acuerdo al International Building Code-2018 (IBC), National Fire Protection Association (NFPA), Sociedad Estadounidense de Ingenieros de Calefacción, Refrigeración y Aire Acondicionado (ASHRAE) y todas las reglamentaciones que apliquen, incluyendo aquellas relacionadas con los hábitats de las especies del Zoológico.

Los sistemas de construcción se diseñarán utilizando métodos de eficiencia energética y ecológica. Además, todos los equipos se especificarán con la última versión en el mercado. Los dibujos se prepararán mediante medios digitales, utilizando Auto CAD.

El diseño se vinculará con la infraestructura existente y la evaluación de funciones alternativas.

#### **Subasta**

ADV Architects asesorará al DRNA en toda la etapa de subasta hasta la adjudicación del proyecto de construcción, coordinará visitas con licitadores, estará disponible para preguntas de constructores y culminará el proceso de subasta.

#### **Permisología**

ADV Architects solicitará todos los permisos aplicables para el desarrollo del Proyecto y todos los estudios ambientales necesarios para la construcción de las mejoras recomendadas.

#### **Estimado y Control de Costos**

En cada etapa de planos se analizará un estimado de costos por área, según la mejor alternativa para el proyecto para el control de costos.

#### **Supervisión**

Nuestra firma inspeccionará semanal o bisemanalmente las obras y brindará asistencia en el proceso de solicitud de propuestas para la ejecución de las mejoras y servicios de un inspector fijo durante el proceso de construcción.

ESTRATEGIA DE ABASTECIMIENTO DE MATERIALES Y EQUIPOS

El presente presupuesto se elabora en base a los precios de mercado vigentes en el momento de la elaboración del mismo, los cuales están sujetos a cambios de precios durante el desarrollo del proyecto.

Este presupuesto es el resultado de un estudio de precios de mercado con el IRI.

Los precios de los materiales y equipos se basan en el Manual de Precios de Materiales y Equipos del Comité de Abastecimiento y Equipos del IRI y de conformidad con el tipo de cambio vigente.

Abastecimiento de Materiales - \$1.100.00 por hora

Abastecimiento de Equipos - \$2.100.00 por hora

Transporte - \$200.00 por hora

El presente presupuesto se elabora en base a los precios de mercado vigentes en el momento de la elaboración del mismo, los cuales están sujetos a cambios de precios durante el desarrollo del proyecto.

**Presupuesto e Itinerario**

Abastecimiento de Materiales - 115 horas a \$ 1.100.00	\$126.500.00
Abastecimiento de Equipos - 115 horas a \$ 2.100.00	\$241.500.00
Transporte - 115 horas a \$ 200.00	\$23.000.00
Abastecimiento de Materiales - 20 horas a \$ 1.100.00	\$22.000.00
Abastecimiento de Equipos - 20 horas a \$ 2.100.00	\$42.000.00
Transporte - 20 horas a \$ 200.00	\$4.000.00
<b>Total</b>	<b>\$239.000.00</b>

Este presupuesto se elabora en base a los precios de mercado vigentes en el momento de la elaboración del mismo, los cuales están sujetos a cambios de precios durante el desarrollo del proyecto.

**NOTA IMPORTANTE**

**ESTRATEGIA DE ADV ARCHITECTS EN TIEMPO Y EJECUCIÓN**

Nuestro informe técnico de evaluación cuantitativa es uno sumamente preciso y detallado con estrategias de diseño para la construcción y tiempo de ejecución, lo que nos permite ir paralelo en varias etapas, adelantando mucho más del 30% en las primeras etapas o incluso llegar al 65% o 90% en otras.

Esto se discutirá en el proceso directamente con DRNA.

Las tarifas de servicios profesionales están basadas en el Manual de Práctica Profesional del Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico, y de conformidad con el recurso que presta el servicio:

Arquitecto Senior / Ingeniero - \$175.00 por hora

Arquitecto Junior / Ingeniero - \$110.00 por hora

Diseñador - \$70.00 por hora

**"Informe Técnico de Evaluación Cuantitativa de Reparación y Reemplazo"  
(4 semanas)**

Arquitecto Junior- 115 horas a \$ 110 / hora.....	\$12,650.00
Ingeniero Mecánico Senior- 85 horas a \$ 175 / hora.....	\$14,875.00
Ingeniero Eléctrico 85 horas a \$175 / hora.....	\$14,875.00
Ingeniero Estructural 26 horas a \$ 175 / hora.....	\$4,550.00
Arquitecto principal 120 horas a \$ 175 / hora.....	\$21,000.00
Diseñador 100 horas a \$ 70 / hora.....	<u>\$7,000.00</u>
Subtotal.....	\$74,950.00
Honorarios administrativos 8%.....	<u>\$5,996.00</u>

Total "Informe Técnico de Evaluación Cuantitativa".....\$80,946.00

\*Estudios especializados determinados en la evaluación cuantitativa y proceso de diseño serán realizados y cotizados como servicios profesionales adicionales.

**PLANOS DE DISEÑOS PARA RECONSTRUCCION DE INSTALACIONES EN EL ZOOLOGICO DR. JUAN A. RIVERO EN MAYAGÜEZ, PUERTO RICO**

**I. Diseño Esquemático - (30% de Desarrollo - 2 semanas)**

Arquitecto Junior 100 horas a \$ 110 / hora.....	\$11,000.00
Ingeniero Mecánico 65 horas a \$175 / hora.....	\$11,375.00
Ingeniero Eléctrico 65 horas a \$175 / hora.....	\$11,375.00
Ingeniero Estructural 25 horas a \$175 / hora.....	\$4,375.00
Diseñador 80 horas a \$70 / hora.....	\$5,600.00
Arquitecto principal 100 horas a \$175 / hora.....	<u>\$17,500.00</u>
Subtotal.....	\$61,225.00
Honorarios administrativos 8%.....	<u>\$4,898.00</u>
Total Diseño esquemático.....	\$66,123.00

**II. Diseño Preliminar - (65% de Desarrollo - 2 semanas)**

Arquitecto Junior 175 horas a \$110 / hora.....	\$19,250.00
Ingeniero Mecánico 115 horas a \$175 / hora.....	\$20,125.00
Ingeniero Eléctrico 115 horas a \$175 / hora.....	\$20,125.00
Ingeniero Estructural 42 horas a \$175 / hora.....	\$7,350.00
Diseñador 140 horas a \$70 / hora.....	\$9,800.00
Arquitecto principal 175 horas a \$175 / hora.....	<u>\$30,625.00</u>
Subtotal.....	\$107,275.00
Honorarios administrativos 8%.....	<u>\$8,582.00</u>
Total Diseño Preliminar.....	\$115,857.00

**III. Planos Finales y Documentos de Construcción y Subasta  
(90% y 100% de Desarrollo - 8 semanas)**

Arquitecto Junior 460 horas a \$110 / hora.....	\$50,600.00
Ingeniero Mecánico 280 horas a \$175 / hora.....	\$49,000.00
Ingeniero Eléctrico 280 horas a \$175 / hora.....	\$49,000.00

Ingeniero Estructural 90 horas a \$175 / hora.....	\$15,750.00
Diseñador 225 horas a \$70 / hora.....	\$15,750.00
Arquitecto principal 485 horas a \$175 / hora.....	<u>\$84,875.00</u>
Subtotal.....	\$264,975.00
Honorarios administrativos 8%.....	<u>\$21,198.00</u>

Total Planos Finales y Documentos de Construcción y Subasta...\$286,173.00

(El 90% de estos planos son \$257,555.70 y el restante 10% final son \$28,617.30)

**Total de Planos de Diseño.....\$468,153.00**

**IV. Supervision**

Supervisión

Nuestra firma asesorará al DRNA durante el proceso de construcción brindando los trabajos de Supervisión:

Visitas a la obra

Revisión de Submittals

Revisión de Cambios de Orden

Reuniones

Coordinaciones con el Contratista o Sub Contratistas

Administración

Servicios Profesionales de Supervisión - \$8,000/mes





Project Name	Environmental Assessment for the Proposed Development
Client	ABC Corporation
Location	123 Main Street, Toronto, Ontario
Start Date	2017-01-01
End Date	2017-03-31

Project Manager	John Doe
Project Number	12345

### Submit Application - FEMA Form 80-81

Note: The Effective Cost Share for this application is 80%

### Attachment B – Scope of Work

Item No.	Project No.	Phase	Category
1	12345	Phase 1: Site Assessment	Site Assessment
2	12345	Phase 2: Environmental Impact Study	Environmental Impact Study
3	12345	Phase 3: Mitigation Measures	Mitigation Measures
4	12345	Phase 4: Final Report	Final Report

The following table provides a detailed description of the scope of work for each item. The work is to be completed by the end of the project period.

Item 1: Site Assessment. This includes a site visit, soil sampling, and a detailed site plan. The work is to be completed by the end of the project period.

Item 2: Environmental Impact Study. This includes a detailed assessment of the potential impacts of the proposed development on the environment. The work is to be completed by the end of the project period.

Item 3: Mitigation Measures. This includes the development of a mitigation plan to address the potential impacts of the proposed development. The work is to be completed by the end of the project period.

Item 4: Final Report. This includes the preparation of a final report summarizing the findings of the assessment and the proposed mitigation measures. The work is to be completed by the end of the project period.

<b>PA-02-PR-4339-PW-07175(0) P</b>	
Applicant Name:	Application Title:
DEPARTMENT OF NATURAL & ENVIRONMENTAL RESOURCES	85288 - Zoologico de Puerto Rico Parkwide Damages
Period of Performance Start:	Period of Performance End:
09-20-2017	09-20-2022

Bundle Reference # (Amendment #)	Date Awarded
PA-02-PR-4339-PW-07175(6967)	12-11-2020

### Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4339	- DR -PR	85288	000-UW1XD-00	10-15-2020	G
APPLICANT: DEPARTMENT OF NATURAL & ENVIRONMENTAL RESOURCES			WORK COMPLETE AS OF: 10-15-2020 : 0 %			
Site 1 of 2						
DAMAGED FACILITY:			COUNTY: Mayaguez			
Damage #236895; Zoologico de Puerto Rico Part 1 of 2						
LOCATION:			LATITUDE:	LONGITUDE:		
PA-02-PR-4339-PW-07175(0): Carretera 108 Barrio Miradero, Mayaguez, Puerto Rico			18.21629	-67.13314		
Current Version:						
DAMAGE DESCRIPTION AND DIMENSIONS:						
PA-02-PR-4339-PW-07175(0): Part 1 of 2						
The Disaster #4339DR, which occurred between 9/17/2017 and 11/15/2017, caused:						
Damage #236895; Zoologico de Puerto Rico						
During the incident period that started on September 17, 2017, heavy rain and strong winds from Hurricane Maria caused damage throughout the island of Puerto Rico. As a result of these conditions "Zoologico de Puerto Rico", Department of National Environmental Resources located at Barrio Miradero, Mayaguez, PR, GPS (18.21629, -67.13314) was severely affected by this event. The damages are addressed in detail below. The applicant has legal responsibility for the maintenance of the property and is responsible for necessary repairs caused by the storm. Project Specialist formulated this PW based on applicant's detail damaged inventory list.						
General Facility Information:						
Facility Type: Parks, Cemeteries, and Recreational Facilities						
Facility: Zoologico de Puerto Rico						
Facility Description: 45-acre zoo composed of animal exhibits from all continents, gift shop, administrative building, ticket center						
Approx. Year Built: 1954						

Location Description: Carratera 108 Barrio Miradero, Mayaguez, Puerto Rico

GPS Latitude/Longitude: 18.21629, -67.13314

General Damage Information:

Date Damaged: 9/20/2017

Cause of Damage: Wind-driven Rain, High Winds, Wind-Blown Debris

Facility Damage:

Site 01:

Administrative Office:

Park Buildings, 28 each of Sliding Window/Aluminum Frame with Glass & Locks, 21 IN wide x 50 IN high, Non-operational, damaged by heavy winds, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model No. 4AC13L48P Lennox, 4 Ton Capacity, Non-operation, damaged by high winds and power surge, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model TTR042C100A3, Capacity 5 tons, damaged by high winds and power surge, 0% work completed.

Park Buildings, 1 each of Exterior Paint, 4600 SF, Scoured by wind-driven rain and debris, 100% work completed.

Park Buildings, 22 each of Recessed Interior Troffers, 4 FT long x 2 FT wide, nonoperational due to power surges and water infiltration, 0% work completed.

Park Buildings, 400 SF of Plaster Damage on Wall adjacent to Admin Building, cracked due to wind-driven debris, rain, and water intrusion, 0% work completed.

Park Buildings, 1 each of Acoustic Ceiling Tiles (Dimension of each ceiling tile: 2 FT long x 4 FT wide) covering an damaged area of 31 FT x 24 FT, 31 FT long x 24 FT wide, damaged by wind-driven rain and water intrusion, 0% work completed.

Fencing, 6,280 SF of Exterior Paint on Concrete Wall at Front Entrance, scoured by wind-driven rain, debris, and water infiltration, 0% work completed.

Site 02:

Ticket Booth #1:

Park Buildings, Window Glass Tint, 3 FT long x 2 FT wide x 0.1875 IN thick, Broken by high winds, 0% work completed.

Park Buildings, Glass Window Tint, 51 IN long x 32 IN wide x 0.1875 IN thick, Broken by high winds, 0% work completed.

Park Buildings, 520 SF of Exterior Paint, 12 FT long x 13 FT wide x 10 FT high, scoured by wind-driven rain and debris, 0% work completed.

Signage, 2 each of Welcome Sign, Vinyl, 12 FT long x 3 FT high, damaged by high winds and high velocity floodwater, 0% work completed.

Site 03:

Ticket Booth #3:

Park Buildings, 6,1875 SF of Broken Glass, 2.75 FT long x 2.25 FT high, Broken due to high winds, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model Airmax, Capacity 13,500 BTU, damaged by high winds and power surge, 0% work completed.

Site 04:

Baboon Area:

Covered Shelters, 9,120 SF of Outdoor Mesh Roof Cover, covering an area of 66 FT (L) x 48 FT (W) x 40 FT (H) held by 40 FT (H) poles, damaged by Wind-blown Debris caused a 3 FT x 2 FT hole, several small holes along the wire mesh and sagging in the net, 0% work completed.

Site 05:

Lakes:

Lake Island of Spider Monkey, 1,300 CY of of backfill material (Appears to be silty clay soil) to be dredged, lake's perimeter is 1046.46' and area is 62,229 SF, sediment settled in the lake due to 39" rain killing animals in the process, 0% work completed.

Lakes (Spider Monkey Area):

Animal Feeder, 1 each of Open Wooden Hut Feeder on stilts with 8 FT x 8 FT roof and two rectangular troughs of 6 FT x 1 FT x 1 FT crossed above ground 3 FT high suspended on center pole 11 FT long with 8 FT above ground., 6 FT x 1 FT x 1 FT Trough missing due to wind-blown Debris, 0% work completed.

Site 06:

African Savannah (Rhinos):

Fencing, 1 each of Chain Link Fence, galvanized, with tube 2.5 IN vertical x 2 IN horizontal located at top and middle of fence with 3 lines of barb wire 1540 LF held by 154 barbwire holders, 1,540 FT long x 8 FT high, damaged by high winds, wind-driven rain, and high velocity water flooding, 0% work completed.

Pools, Concrete Pool cracked and leaking, inoperable (L Shape Pool of total area of 732-SF x 4-FT Depth) (Dimensions, Area #1: 33FT Length x 12FT Wide, Area #2: 16FT Length x 21FT Wide (Crack dimensions: 11.5 FT (Length) x 2.5 IN (Wide)), 11.5 FT long x 2.5 FT wide, (Crack dimensions: 11.5 FT (Length) x 2.5 IN (Wide)), 0% work completed.

Covered Shelters, 720 SF of Metal Roof Awning, Corrugated Galvanized Steel Panel, 36 FT long x 20 FT wide, damaged by Wind Blown Debris, 0% work completed.

Hay Bales, 30 each of Hay Bales for Rhino Food, damaged by Wind-driven rain infiltrating slides of building wetting the hay rendering it useless for feed., 0% work completed.

Electrical Post, 4 each of 25 FT (H) x 8 IN diameter Electrical Post, black, 25 FT long x 8 IN in diameter, damaged by High Winds, 0% work completed.

Tubular Metal Gate with Wheels, 1 each of Tubular Metal Gate with Wheels, 1 each of Metal Gate (Dimensions: 11ft (Length) x 4 ft (Height) x 6in (Diameter of metal tube) with Double Wheels 8in (Diameter) & Track in concrete encased 18 FT (Length) x 6 IN (Wide) x 4 IN (Height) , damaged by Blown tree which broke the gate, track, and wheels. , 0% work completed.

Site 07:

Chimpanzee Area:

Fencing, 1 each of Electric Shock Fence, 297 FT long, damaged by High winds and wind-blown debris, 0% work completed.  
Covered Shelters, 2,640 SF of Outdoor Steel Mesh Roof Cover of 66 FT (L) x 33 FT (W) x 16 FT (H), damaged by High winds and wind-blown debris caused the mesh roof to sag and make holes. Chimpanzees are currently quarantined inside., 0% work completed.  
Security Camera/Pole, 1 each of metal pole for security camera, 15 FT high, damaged by high winds and wind-blown debris, 0% work completed.

Security Camera, 1 each of video surveillance camera, damaged by high winds and wind-blown debris, 0% work completed.

Site 08:

Deer and Camel Area:

Fencing, 1 each of chain link fence, 370 FT long x 10 FT high, damaged by Wind-Blown Debris, 0% work completed.  
Covered Shelters, 1 each of metal gazebo roof gutter, 6 FT long, damaged by Wind blown debris, 0% work completed.  
Covered Shelters, 1 each of Metal Gazebo Downspout Gutter, 3 FT long, damaged by Wind Blown Debris, 0% work completed.  
Covered Shelters, 6 SF of Concrete plaster damage, 3 FT long x 2 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, and water intrusion, 0% work completed.  
Covered Shelters, 1 each of Gutter Damage, 224 FT long x 12 IN wide x 8 IN high, damaged by wind-blown debris, 0% work completed.  
Field, 16,800 CF of Soil , 140 FT long x 40 FT wide x 3 FT deep, damaged by Wind-driven rain, 0% work completed.  
Field, 70,560 CF of Soil, 294 FT long x 40 FT wide x 6 FT deep, damaged by Wind-driven rain, 0% work completed.  
Feeder, Nelson 730-24 Aluminum Stainless 13 IN x 25 IN Waterer, 13 FT wide x 25 IN high, damaged by Wind-Driven Rain, 0% work completed.

Water Feeder, 1 each of Nelson 730-10W Aluminum Stainless Water Feeder, 13 FT wide x 11 FT high, damaged by Wind-driven rain, 0% work completed.

Site 09:

Jaguar Area:

Pools, 1 each of Concrete Pool inoperable, 20 FT long x 12 FT wide x 3 FT deep, damaged by Wind-blown debris, 0% work completed.  
Covered Shelters, 5,120 SF of Outdoor Steel Mesh for Roof Cover of 64 FT (L) x 64 FT (W) x 20 FT (H), damaged by High winds and wind-blown debris, 0% work completed.

Site 10:

Summit:

Park Buildings, 1 each of cylindrical cistern (white), 7 FT long x 10 FT in diameter, damaged by wind-driven rain, high winds and wind blown debris, 0% work completed.

Site 11:

Tigers Area:

Fencing, 1 each of Electric Shock Fence, 189 FT long, damaged by High Winds and Wind Driven Rain, 100% work completed.  
Pools, 560 CF of Concrete Pool, 28 FT long x 5 FT wide x 4 FT deep, damaged by wind-driven vegetative debris causing cracks, leaks and inoperability, 0% work completed.  
Security Camera, 1 each of video surveillance camera and 3' (H) pole, damaged by High winds causing fiber optic system to go down causing camera to go down, reference photo 0181 COR3 to provide make & model, 0% work completed.

Site 12:

Area of Monkeys "Velvet":

Covered Shelters, 11,825 SF of Outdoor Steel Mesh1 Roof Cover of 55 FT (L) x 55 FT (W) x 40 FT (W), damaged by Wind blown debris, 0% work completed.  
Covered Shelters, 276 SF of Outdoor Steel Mesh, 23 FT long x 12 FT wide, damaged by Wind-blown debris, 0% work completed.  
Covered Shelters, 72 SF of Outdoor Steel Mesh, 8 FT long x 9 FT wide, damaged by wind-blown debris, 0% work completed.

Site 13:

Bongo Antelope Area:

Fencing, 900 SF of Chain Link Fence, 150 FT long x 6 FT high, damaged by Wind-Blown Debris, 0% work completed.  
Lighting, 1 each of Outdoor Light Fixture, 25 FT high, Damaged by Cause1, 0% work completed.  
Lighting, 1 each of Outdoor Light Fixture, 25 FT high, Damaged by Cause 2, 0% work completed.  
Lighting, 1 each of Outdoor Light Fixture, 25 FT high, Damaged by Cause3, 0% work completed.  
Covered Shelters, 1 each of Windows, Wood, 51 FT long x 21 FT wide, damaged by High winds, 0% work completed.  
Covered Shelters, 2 each of Downspout, 12 FT long, damaged by High winds, 0% work completed.  
Covered Shelters, 1 each of Gutter, 36 FT long, damaged by High winds, 0% work completed.  
Soil, 15,166 CF of 7,583 SF (Surface Area) x 2 FT (D), damaged by Wind-driven rain, 0% work completed.  
Water Feeder, 1 each of Nelson / 730-10 Aluminum Stainless Watered 13 IN (W) x 11 IN (H), damaged by High Winds, 50% work completed.

Site 14:

Caiman, Snapping Turtle:

Fencing, 160 SF of Chain Link Fence, 40 FT long x 4 FT high, damaged by high winds, 0% work completed.  
Fencing, 2 each of Concrete Guardrail with stone like finish, 20 FT long x 4 FT wide x 4 FT high, damaged by high winds, 0% work completed.  
Pools, 600 CF of concrete pool, 25 FT long x 12 FT wide x 2 FT deep, damaged by high winds causing cracks and leaks and making inoperable, 0% work completed.  
Rock Wall, 9 SF of Decorative rock wall plaster near fence, 3 FT long x 3 FT wide, damaged by Wind blown tree falling on rock wall causing a hole, 0% work completed.

Site 15:

Porcupine Area:

Covered Shelters, 1 each of Animal Igloo Shelter, damaged by Wind-blown debris, 0% work completed.

Land, 3,728 CF of Soil, 932 SF x 4 FT (D), damaged by Wind driven rain, 0% work completed.

Site 16:

Moulfons and Llamas Area:

Fencing, 1,000 SF of Chain Link Fence, 125 FT long x 8 FT high, damaged by high winds. The problem is the fence is not flush with the ground due to erosion., 0% work completed.

Land, 19,533 CF of Scoured Soil, 6511 SF x 3 FT (D), damaged by Wind-driven rain and high velocity water, 0% work completed.

Water Feeder, 1 each of Nelson 730-10W Aluminum Stainless Water Feeder, 13 IN wide x 11 IN high, damaged by High Winds, 0% work completed.

Site 17:

Butterfly:

Park Buildings, 420 SF of roofing damage on roof and along skylight (6' x 6') edges, 20 FT long x 21 FT wide, damaged by Wind-driven rain that infiltrated from roof. Height is 15 FT high., 0% work completed.

Park Buildings, 1,279 SF of Walls, plycem & plycem fascia , 20 FT long x 21 FT wide x 15.6 FT high, damaged by Wind-driven rain, 0% work completed.

Park Buildings, 1 each of Exterior Paint, 1412 SF, Scoured due to wind-driven rain and wind-driven debris, 0% work completed.

Park Buildings, 1 each of Interior Paint, 1,188 SF, damaged due to water intrusion through skylight, 0% work completed.

Covered Shelters, 3,732 SF of Outdoor Mesh Top Cover, 15 FT long x 31.33 FT in diameter, damaged by wind-blown debris, 0% work completed.

Water Pump, 1 each of Hayward SP2610X15M 1.5 HP Water Pump, non-operational due to power surge, 0% work completed.

Walkway, 700 SF of cobblestone walkway, 140 LF long x 5 LF wide, walkway edges slanted and not level due to flooding, wind-driven rain, and soil erosion; edges need resetting, 0% work completed.

Site 18:

Arthropod:

Park Buildings, 552 SF of Flooring consisting of tiles 1 FT (L) x 1.5 FT (W) each one. (Damaged Surface; Area #1: 18ft Length x 14 Wide, Area #2: 20ft Length x 15ft Wide)., Damaged by Surface Water Flooding of 3 IN causing infiltration by water and wind., 0% work completed.

Park Buildings, 3,828 SF of Glued-down rug (Carpet), 116 FT long x 33 FT wide, damaged by standing water and wind-driven rain, 0% work completed.

Park Buildings, 10,664 SF of gypsum board ceiling- reception area, 172 FT long x 62 FT wide, damaged by Wind-driven rain, 0% work completed.

Park Buildings, 8,160 SF of Walls, plycem, 142 FT long x 62 FT wide x 20 FT high, damaged by Wind-driven rain, 0% work completed.

Park Buildings, 7,984 SF of 3-Ply bituminous roofing, damaged by Wind-driven rain, 0% work completed.

Park Buildings, 48 SF of Concrete Plaster Damage, 8 FT long x 6 FT wide, damaged by wind-driven rain, wind-driven debris, and water infiltration, 0% work completed.

Park Buildings, 1 each of Mold Remediation of Interior Area, 8,000 SF, Building mold-infested due to water intrusion from wind-driven rain and standing water, 5% work completed.

Park Buildings, 36 SF of Plaster, concrete, 6 FT long x 6 FT wide, came off or cracked due to wind-driven rain, wind-driven debris, and water infiltration, 0% work completed.

Park Buildings, 1 each of Commercial Window Gasket Sealant , 120 FT long, caulking failed due to water intrusion, 0% work completed.

Park Buildings, 4 each of Sony Interactive 46" Plasma TV's, damaged due to water Intrusion and power surge, 0% work completed.

Fencing, 1 each of Metal hand rail pipe (outdoors) composed of 2in Diameter Stainless Steel Tube , 14 FT long x 42 IN wide, Damaged by wind-driven debris and fallen tree, 0% work completed.

Lighting, 1 each of Exterior Lighting Bollard Fixture, 3 FT long x 0.5 FT wide, damaged by high winds and high velocity flood water, 0% work completed.

Site 19:

Gift Shop Area:

Park Buildings, 1 each of Aluminum and Glass double door, 6 FT long x 7 FT wide, damaged by Wind-blown debris, 0% work completed.

Park Buildings, 1 each of eave's wood cover (both fascia and soffit), 285 FT long x 4 FT wide x 3 FT high, Eaves torn up via high winds, 0% work completed.

Park Buildings, 2,440 SF of Metal Deck Roofing, 61 FT long x 40 FT wide, damaged by wind-driven rain, 0% work completed.

Park Buildings, 3,360 SF of Interior Paint, 80 FT long x 40 FT wide x 14 FT high, damaged by wind-driven rain and water intrusion, 0% work completed.

Park Buildings, 4,080 SF of Exterior Paint, 80 FT long x 40 FT wide x 17 FT high, scoured by wind-driven rain and debris, 0% work completed.

Park Buildings, 40 each of Acoustic Tile, 2 FT long x 4 FT wide, damaged by wind-driven rain and water intrusion, 0% work completed.

Park Buildings, 1 each of Drinking Water Fountain, aluminum and plastic, damaged by high winds and power surge, 0% work completed.

Park Buildings, 1 each of Gutter, 50 FT long x 12 IN wide x 8 IN high, damaged by wind-driven rain, 0% work completed.

Park Buildings, 1 each of Mold (per APTIM Report 00084 5/22/18 page 30), 120 FT long x 45 FT wide, damaged by wind-driven rain, 0% work completed.

Park Buildings, 1 each of Sheetrock, Interior Wall (per APTIM Report 00084 5/22/18 page 30), 450 FT long, damaged by wind-driven rain and water intrusion, 0% work completed.

Lighting, 5 each of Recessed Troffer, 2 FT long x 2 FT wide, nonoperational due to power surge and water infiltration, 0% work completed.

Lighting, 20 each of Recessed Troffer, 2 FT long x 4 FT wide, nonoperational due to power surge and water infiltration, 0% work completed.

Lighting, 1 each of Wallpack Luminaire, damaged by high winds and high velocity floodwater, 0% work completed.

Signage, 2 each of rule sign, aluminum, 3 FT long x 4 FT wide, high winds and high velocity floodwater, 0% work completed.

Site 20:

Air Conditioner Area:

Air Conditioner, 1 each of 2-ton Air conditioner, TRANE XE 1000, Model TTR036C100A3, SN N212L07CF, 200/229 V, 60 Hz, 25A, damaged by high winds, wind blown debris and wind driven rain, 0% work completed.  
 Air Conditioner, 1 each of 4-ton Allied Air Conditioner, Intertek Model 4AC13L48P-7A, SN 1914J32039, 208/230V, 60 Hz, 31.9 A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 3-ton Air Conditioner, Trane Model 2TTB0036A1000BA, SN 6032KBN5F, 200/230V, 60 Hz, 20A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 3.5 ton Air Conditioner, Trane XE1000, Model TTR042C100A3, SN N121WHEBF, 200/230V, 60 Hz, 30A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 2-ton Air Conditioner, International Comfort Products, Model R4A336AKC100, SN X133576023, 208-230V, 60 Hz, 19A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 2-ton ICP Air Conditioner, International Comfort Products, Model R4A336AKC100, SN X133576141, 208-230V, 60 Hz, 19A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 3-ton Air Conditioner, Trane XB10, Model 2TTB0036A1000BA, SN 4081PAN5F, 200/230 V, 60 Hz, 20 A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 2-ton Air Conditioner, Trane XF1000, Model TTR036C100A3, 200/220 V, 60Hz, 25 A, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Air Conditioner, 1 each of 60-ton Carrier Chiller, Carrier Model 30GTN060, 208/230V, 60 Hz, damaged by high winds, wind driven rain and wind blown debris, 0% work completed.

## Site 21:

## Elephant Area:

Fencing, 1 each of Chain Link Fence Military Grade, galvanized, with tube 2.5" vertical x 2" horizontal located at top and middle of fence, 100 FT long x 8 FT high, damaged by high winds and high velocity floodwater, 0% work completed.  
 Fencing, 1 each of Gate, Durafence, Steel and Polymer Coating, 25 FT long x 5 FT high, damaged by high winds and high velocity floodwater, 0% work completed.  
 Covered Shelters, 1 each of concrete shelter with stone like finish plaster, 40 FT (L) x 40 FT (W) x 20 FT (H), damaged by high winds, wind driven rain and wind blown debris, 0% work completed.  
 Land, 70,304 CF of eroded material, 4 FT depth and surface area of 17,576 SF, damaged by Wind-driven rain, 0% work completed.  
 Culvert, 1 each of plastic culvert with end details, 10 FT long x 4 IN in diameter, damaged by surface water flooding, 0% work completed.  
 Culvert, 1 each of concrete culvert with wing walled end details, 20 FT long x 12 IN in diameter, damaged by Surface-water flooding, 0% work completed.  
 Concrete Ramp for Excrement Recollection, 1 each of Concrete ramp slab with walls for excrement recollection, (Ramp dimensions: 12ft Length x 8ft Wide x 1ft Depth Slab Approx., Walls dimensions: 3ft Height x 8 ft length x 1ft Thickness), 12 FT long x 8 FT wide, Damaged by soil erosion and flooding., 0% work completed.

## Site 22:

## Nurseries:

Greenhouse Mesh and Plastic Cover, 2 each of Plastic and Fiberglass, 30 FT long x 90 FT wide, damaged by Wind-blown debris, 0% work completed.

## Site 23:

## Compost Area:

Covered Shelters, 529 SF of Roof of zinc metal sheet, 23 FT long x 23 FT wide x 12 FT high, damaged by high winds, 0% work completed.

## Site 24:

## Wastewater Treatment Plant (Solid Waste Storage):

Park Equipment, 1 each of Model Sigma 980 Flow Meter Control Panel (per APTIM No. 00084 May 22, 2018 page 12) (RS Means line item 230953100914), damaged by wind-blown tree, 0% work completed.  
 Park Equipment, 1 each of Electrical Panel 560-VAC/ 3PH (per APTIM Report No. 00084 5/22/18 page 12) (RS Means line item 262416301350), Detached by wind-blown tree, high winds, 0% work completed.  
 Park Equipment, 1 each of Make: Sumitomo Motor (per APTIM Report 00084 5/22/18 page 12) 3 phase induction motor 3HP, 230/460V, 60Hz, 1800 RPM., 1 hp, damaged by high winds and power surge, 0% work completed.  
 Park Equipment, 1 each of Metal Rail, 2 IN diameter, 8 FT (per APTIM Report 00084 5/22/18 page 12), damaged by wind-blown tree, 0% work completed.  
 Park Equipment, 1 each of Electric Standpipe Connection 3" x 3" x6" (per APTIM Report 00084 5/22/18 page 12), damaged by wind-blown tree, 0% work completed.  
 Park Equipment, 1 each of Gate Valve, 3 IN (per APTIM Report 00084 5/22/18 page 12), Damaged by wind-blown tree, 0% work completed.  
 Park Buildings, 5 each of Purlins (Steel beams supporting the metal roof/galvalume), Sectional Area 8 IN x 12 IN), damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.  
 Lighting, 4 each of High pressure Sodium Light, 250 watts, damaged by high winds, wind-driven rain, and wind-driven debris, 0% work completed.  
 Covered Shelters, 540 SF of Metal roof of ribbed roof panel galvalume (Ribs 3/4), 30 FT long x 18 FT wide, damaged by high winds, Wind-driven rain, wind-driven debris, 0% work completed.  
 Electric Pole, 1 each of Electric Utility Pole, Aluminum, 45 FT high, damaged by high winds, wind-driven debris, and high velocity floodwater., 0% work completed.  
 Electrical Main Switchgear Unit, 1 each of Main Switchgear Electrical Unit (13.2 KV / To S.U. 1A) to feed the treatment plant equipment., Damaged by high winds, wind-driven rain, wind-blown debris., 0% work completed.

## Site 27:

## Perimeter Fence:

Fencing, 8' high Chain Link Fence Military Grade galvanized with tube 2.5 IN vertical x 2 IN horizontal located at top and middle of fence with 3 lines, 1,540 LF long x 8 FT high, Damaged by wind-driven rain, wind-blown debris and high winds, 0% work completed.

## Site 28:

**Storage Equipment Building:**

Covered Shelters, Storage Equipment Building's roof made up of 1" plywood decking and asphalt roofing, hexagonal shape; 110" per side; 14' x 18' envelope, diameter 138", 14 FT long x 18 FT wide x 98 IN high, damaged by High Winds, wind-driven rain, and wind-blown debris, 0% work completed.

**Site 29:****Electrical:**

Electrical System, 1 each of 1 mile of electrical lines, through 3 power poles with transformers, 3 phase overhead (per APTIM Report No. 00084 May 22, 2018), Wires down due to high winds, 0% work completed.

**Site 30:****Walking Path:**

Covered Shelters, 1 each of Covered walkway roof 80 FT x 20 FT standing seam (per APTIM Report 00084 May 22, 2018, photo page 15), damaged by high winds, wind-blown debris, wind-driven rain, 0% work completed.

**Site 31:****Concession Stand:**

Park Buildings, 1 each of 120' x 45' / 2 = 2,700 SF of elastomeric roofing (per APTIM Report 00084 May 22, 2018 page 29 to 32), damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.

Park Buildings, 1 each of 6' x 8' double glass and aluminum entrance door (per APTIM Report 00084 May 22, 2018 page 29 to 32), damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.

Park Buildings, 1 each of replace acoustic ceiling, 120' x 45' = 5,400 SF (per APTIM Report 00084 5/22/18 page 29 to 32), damaged by wind-driven rain and water intrusion, 0% work completed.

Park Buildings, 1 each of wall sheetrock surfacing, 450 SF (per APTIM Report 00084 5/22/18 page 29 to 32), damaged by wind-driven rain and water infiltration, 0% work completed.

**Site 32:****Entry Gazebo 02:**

Covered Shelters, 1 each of Roof of 1" plywood deck, with felt asphalt shingles (per APTIM Report 00084 May 22, 2018 page 39-40), 20 FT long x 80 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.

**Site 33:****Bollards:**

Lighting, 6 each of Pedestrian/decorative lighting bollard, metal, 3 FT high, 1 bulb per light (per APTIM Report 00084 May 22, 2018 page 40), 3 FT high, damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.

**Site 34:****Security Office:**

Park Buildings, 672 SF of Interior Paint, 24 FT long x 18 FT wide x 8 FT high, damaged by wind-driven rain and water intrusion, 0% work completed.

Park Buildings, 1,008 SF of Exterior Paint, 24 FT long x 18 FT wide x 12 FT high, scour by wind-blown debris, high winds, and wind-driven rain, 0% work completed.

Park Buildings, 432 SF of Vinyl Flooring Tile, 12 IN x 12 IN, 24 FT long x 18 FT wide, damaged by wind-driven rain, water intrusion, 0% work completed.

Park Buildings, 1 each of 4 IN Vinyl Flooring Baseboard, 84 FT long x 4 IN high, damaged by wind-driven rain and water intrusion, 0% work completed.

Lighting, 3 each of Recessed Troffer, 2 FT long x 2 FT wide, nonoperational due to power surge and water infiltration, 0% work completed.

Lighting, 3 each of Recessed Troffer, 2 FT long x 4 FT wide, nonoperational due to power surge and water infiltration, 0% work completed.

Lighting, 2 each of 1500 W floodlight luminaire, metal halide, damaged by high winds and wind-blown debris, 0% work completed.

Lighting, 2 each of 1500 W Floodlight Luminaire, Metal Halide, damaged by high winds and wind-driven debris, 0% work completed.

**Site 35:****Food Storage Building:**

Park Buildings, 1,360 SF of Interior Paint of Walls, 47 FT long x 38 FT wide x 8 FT high, damaged by wind-driven rain and water intrusion, 0% work completed.

Park Buildings, 1,360 SF of Exterior Paint, 47 FT long x 38 FT wide x 8 FT high, scoured by high winds, wind-driven rain, and wind-blown debris, 0% work completed.

Park Buildings, 1,786 SF of Roof, Elastomeric Sealer, 47 FT long x 38 FT wide, damaged by high winds and wind-driven rain and wind-blown debris, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model CIAC, Capacity 60,000 BTU, damaged by high winds and power surge, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model CIAC, Capacity 60,000 BTU, damaged by high winds and power surge, 0% work completed.

Park Buildings, 1 each of Refrigerator, Model: Bohn, 11 FT long x 7 FT wide x 7 FT high, damaged by high winds and power surge, 0% work completed.

Park Buildings, 32 SF of concrete plaster damage, 4 FT wide x 8 FT high, damaged by wind-driven rain and wind-blown debris and water intrusion, 0% work completed.

Park Buildings, 1,786 SF of Interior Paint of Ceiling, 47 FT long x 38 FT wide, damaged by wind-driven rain and water intrusion, 0% work completed.

Refrigerator/Walk-In Cooler, 1 each of Chandler Refrigerator/Walk-In Cooler, 12 FT (L) x 10 FT (W) x 7 FT, 12 FT long x 10 FT wide, damaged by high winds and power surge, 0% work completed.

**Site 36:****Parking Concrete Fence:**

Fencing, 2,145 SF of Exterior Paint on wall, 429 FT long x 5 FT wide, damaged by high winds and high velocity floodwater, 0% work completed.

Fencing, 20 SF of Concrete Plaster Damage, 4 FT long x 5 FT wide, damaged by high winds, high velocity flood water, and water

Intrusion, 0% work completed.  
Fencing, 40 SF of Concrete Plaster Damage on Side 2, 8 FT long x 5 FT wide, damaged by high winds, high velocity floodwater, and water intrusion, 0% work completed.

Site 37:

Sidewalk Ramp near Administration:

Park Buildings, 5,280 SF of Exterior Paint, 264 FT long x 20 FT high, scoured by high winds, wind-driven rain, and wind-blown debris, 0% work completed.

Current Version:

**SCOPE OF WORK:**

PA-02-PR-4339-PW-07175(0):

Part 1 of 2

236895 Zoologico de Puerto Rico

Work completed

The applicant utilized force account / contracts for repairs to Zoologico de Puerto Rico to restore facilities back to pre-disaster design, capacity and function within the existing footprint. Also, will follow (or followed if WC) all applicable Procurement processes as stated in Procurement Policy provided, to acquire in kind replacements for damaged contents/equipment or similar items when in-kind is (was) not available with the same pre-disaster function and capacity.

Site 01

Administrative Office

A. Park Buildings, 1 each of Exterior Paint, 4600 SF.

Site 11:

Tigers Area:

A. Fencing, 1 each of Electric Shock Fence, 189 FT long.

Work Completed Totals: \$3,416.61

Work to be Completed

The applicant will utilize contracts for repairs to Zoologico de Puerto Rico to restore facilities back to pre-disaster design, capacity and function within the existing footprint with in-kind materials. Also, will follow all applicable Procurement processes as stated in Procurement Policy provided, to acquire in kind replacements for damaged contents/equipment or similar items when in-kind is (was) not available with the same pre-disaster function and capacity.

Facility Damage:

Site 01:

Administrative Office:

- a) Remove and replace 28 each of Sliding Window/Aluminum Frame with Glass & Locks.
- b) Remove and replace, 1 each of Air Conditioner, Model No. 4AC13L48P Lennox, 4 Tons Capacity.
- c) Remove and replace, 1 each of Air Conditioner, Model TTR042C100A3, Capacity 5 tons.
- d) Remove and replace, 22 each of Recessed interior Troffers.
- e) Remove and replace, 400 SF of Plaster Damage on Wall adjacent to Admin Building.
- f) Remove and replace, 744 SF of Acoustic Ceiling.

Site 02:

Ticket Booth #1:

- a) Remove and replace, 6 SF Window Glass Tint.
- b) Remove and replace, 11.35 SF Glass Window Tint.
- c) Remove and replace, 520 SF of Exterior Paint.
- d) Remove and replace, 2 each of Welcome Sign, Vinyl.

Site 03:

Ticket Booth #3:

- a) Remove and replace, 6.1875 SF of Broken Glass.
- b) Remove and replace, 1 each of Air Conditioner, Capacity 13,500 BTU.

Site 04:

Baboon Area:

- a) Remove and replace 9,120 SF of Outdoor Mesh Roof Cover.

Site 05:

Lakes:

- a) Remove and replace 1,300 CY of backfill material.

Lakes (Spider Monkey Area):

- a) Remove and replace 1 each of Open Wooden Hut Feeder on stilts.

Site 06:

African Savannah (Rhinoceros):

- a) Remove and replace 1540 Chain Link Fence, galvanized, with tube.



- b) Remove and replace, 108.44 CY Concrete Pool.
- c) Remove and replace 720 SF of Metal Roof Awning.
- d) Remove and replace 30 each of Hay Bales for Rhino Food.
- e) Remove and replace 4 each of electrical post (25 FT. high)
- f) Remove and replace 11 LF of Tubular Metal Gate with Wheels.

## Site 07:

## Chimpanzee Area:

- a) Remove and replace 1 each of Electric Shock Fence, 297 FT long.
- b) Remove and replace 2,640 SF of Outdoor Steel Mesh Roof Cover.
- c) Remove and replace 1 each of metal pole for security camera, 15 FT high.
- d) Remove and replace 1 each of video surveillance camera.

## Site 08:

## Deer and Camel Area:

- a) Remove and replace 370 LF of chain link fence.
- b) Remove and replace 6 LF of roof gutter.
- c) Remove and replace 3 LF of downspout.
- d) Remove and replace 6 SF of Concrete plaster damage.
- e) Remove and replace 224 LF of Gutter.
- f) Remove and replace 16,800 CF of Soil.
- g) Remove and replace 70,560 CF of Soil.
- h) Remove and replace 1 each Waterer.
- i) Remove and replace 1 each Water Feeder.

## Site 09:

## Jaguar Area:

- a) Remove and replace 720 CF of Concrete Pool.
- b) Remove and replace 5,120 SF of Outdoor Steel Mesh for Roof Cover.

## Site 10:

## Summit:

- a) Remove and replace, 1 each of cylindrical cistern (white).

## Site 11:

## Tigers Area:

- a) Remove and replace 560 CF of Concrete Pool.
- b) Remove and replace 1 each of video surveillance camera and 3' (H) pole.

## Site 12:

## Area of Monkeys "Velvet":

- a) Remove and replace 11,825 SF of Outdoor Steel Mesh.
- b) Remove and replace 276 SF of Outdoor Steel Mesh.
- c) Remove and replace 72 SF of Outdoor Steel Mesh.

## Site 13:

## Bongo Antelope Area:

- a) Remove and replace 900 SF of Chain Link Fence.
- b) Remove and replace 1 each of Outdoor Light Fixture.
- c) Remove and replace 1 each of Outdoor Light Fixture.
- d) Remove and replace 1 each of Outdoor Light Fixture.
- e) Remove and replace 1 each of Windows, Wood
- f) Remove and replace 24 LF Downspout.
- g) Remove and replace 36 LF Gutter.
- h) Remove and replace 15,166 CF soil.
- i) Remove and replace 1 each Watered.

## Site 14:

## Caiman, Snapping Turtle:

- a) Remove and replace 160 SF of Chain Link Fence.
- b) Remove and replace 320 CF each of Concrete Guardrail.
- c) Remove and replace 600 CF of concrete pool.
- d) Remove and replace 9 SF of Decorative rock wall plaster.

## Site 15:

## Porcupine Area:

- a) Remove and replace 1 each of Animal Igloo Shelter.
- b) Remove and replace 3,728 CF of Soil.

## Site 16:

## Mouflons and Llamas Area:

- a) Remove and replace 1,000 SF of Chain Link Fence.
- b) Remove and replace 19,533 CF of Scoured Soil.
- c) Remove and replace 1 each Water Feeder.

## Site 17:

## Butterfly:

- a) Remove and replace, 420 SF of roofing damage.
- b) Remove and replace, 1,279 SF of Walls.
- c) Remove and replace, 1412 SF of Exterior Paint.
- d) Remove and replace, 1,188 of Interior Paint.
- e) Remove and replace 3,732 SF of Outdoor Mesh Top Cover.

- f) Remove and replace 1 each Water Pump 1.5 HP Water Pump.
- g) Remove and replace 700 SF of cobblestone walkway.

## Site 18:

## Arthropod:

- a) Remove and replace, 552 SF of Flooring consisting of tiles.
- b) Remove and replace, 3,828 SF of Glued-down rugs.
- c) Remove and replace, 10,664 SF of gypsum board ceiling- reception area.
- d) Remove and replace, 8,160 SF of Walls, plycem.
- e) Remove and replace, 7,984 SF of 3-Ply bituminous roofing.
- f) Remove and replace, 48 SF of Concrete Plaster Damage.
- g) Remove and replace, 8,000 SF of Mold Remediation of Interior Area.
- h) Remove and replace, 36 SF of Plaster, concrete.
- i) Remove and replace, 120 LT Commercial Window Gasket Sealant.
- j) Remove and replace, 4 each of Sony Interactive 46" Plasma TV's.
- k) Remove and replace 14 LF of Metal handrail pipe (outdoors).
- l) Remove and replace 1 each of Exterior Lighting Bollard Fixture.

## Site 19:

## Gift Shop Area:

- a) Remove and replace, 1 each of Aluminum and Glass double door.
- b) Remove and replace, 285 LF of eave's wood cover (both fascia and soffit).
- c) Remove and replace, 2,440 SF of Metal Deck Roofing.
- d) Remove and replace, 3,360 SF of Interior Paint.
- e) Remove and replace, 4,080 SF of Exterior Paint.
- f) Remove and replace, 40 each of Acoustic Tile.
- g) Remove and replace, 1 each of Drinking Water Fountain.
- h) Remove and replace, 50 of Gutter.
- i) Remove and replace, 1 each of Mold Interior Wall
- j) Remove and replace 5 each of Recessed Troffer.
- k) Remove and replace 20 each of Recessed Troffer.
- l) Remove and replace 1 each of Wallpack Luminaire.
- m) Remove and replace 2 each of rule sign, aluminum.

## Site 20:

## Air Conditioner Area:

- a) Remove and replace 1 each of 2-ton Air conditioner.
- b) Remove and replace 1 each of 4-ton Air Conditioner.
- c) Remove and replace 1 each of 3-ton Air Conditioner.
- d) Remove and replace 1 each of 3.5-ton Air Conditioner.
- e) Remove and replace 1 each of 2-ton Air Conditioner.
- f) Remove and replace 1 each of 2-ton Air Conditioner.
- g) Remove and replace 1 each of 3-ton Air Conditioner.
- h) Remove and replace 1 each of 2-ton Air Conditioner.
- i) Remove and replace 1 each of 60-ton Carrier Chiller.

## Site 21:

## Elephant Area:

- a) Remove and replace 100 LF each of Chain Link Fence.
- b) Remove and replace 25 LF Durafence, Steel and Polymer Coating.
- c) Remove and replace 32,000 CF of concrete shelter with stone like finish plaster.
- d) Remove and replace 70,304 CF of eroded material.
- e) Remove and replace 10 LF each of plastic culvert.
- f) Remove and replace 20 LF each of concrete culvert.
- g) Remove and replace 96 SF each of Concrete ramp slab with walls.

## Site 22:

## Nurseries:

- a) Remove and replace 2700 SF each of Plastic and Fiberglass.

## Site 23:

## Compost Area:

- a) Remove and replace 529 SF of Roof of zinc metal sheet.

## Site 24:

## Wastewater Treatment Plant (Solid Waste Storage):

- a) Remove and replace 1 each of Flow Meter Control Panel.
- b) Remove and replace 1 each of Electrical Panel 560-VAC/ 3PH.
- c) Remove and replace 1 each of 3 phase induction motor 3HP, 230/460V, 60Hz, 1800 RPM., 1 hp.
- d) Remove and replace 1 each of Metal Rail, 2 IN diameter.
- e) Remove and replace 1 each of Electric Standpipe Connection 3" x 3" x6.
- f) Remove and replace 1 each of Gate Valve, 3 IN.
- g) Remove and replace, 5 each of Purlins.
- h) Remove and replace 4 each of High-pressure Sodium Light, 250 watts.
- i) Remove and replace 540 SF of Metal roof of ribbed roof panel galvalume.
- j) Remove and replace 1 each of Electric Utility Pole, Aluminum, 45 FT high.
- k) Remove and replace 1 each of Main Switchgear Electrical Unit.

## Site 27:

**Perimeter Fence:**

- a) Remove and replace 1,540 LF, Chain Link Fence.

**Site 28:****Storage Equipment Building:**

- a) Remove and replace 1,600 SF plywood decking and asphalt roofing.

**Site 29:****Electrical:**

- a) Remove and replace 1 each of 1 mile of electrical lines, through 3 power poles with transformers, 3 phase overhead.

**Site 30:****Walking Path:**

- a) Remove and replace 1,600 each of covered walkway roof.

**Site 31:****Concession Stand:**

- a) Remove and replace 2,700 SF of elastomeric roofing.  
b) Remove and replace 1 each of 6' x 8' double glass and aluminum entrance door.  
c) Remove and replace 5,400 SF acoustic ceiling.  
d) Remove and replace 450 of wall sheetrock surfacing.

**Site 32:****Entry Gazebo 02:**

- a) Remove and replace 1,600 of 1" plywood deck, with felt asphalt shingles.

**Site 33:****Bollards:**

- a) Remove and replace 6 each of Pedestrian/decorative lighting bollard.

**Site 34:****Security Office:**

- a) Clean and paint 672 SF of Interior Paint.  
b) Clean and paint 1,008 SF of Exterior Paint.  
c) Remove and replace, 432 SF of Vinyl Flooring Tile.  
d) Remove and replace, 84 LF 4 IN Vinyl Flooring Baseboard.  
e) Remove and replace 3 each of Recessed Troffer.  
f) Remove and replace 3 each of Recessed Troffer.  
g) Remove and replace 2 each of 1500 W floodlight luminaire.  
h) Remove and replace 2 each of 1500 W Floodlight Luminaire.

**Site 35:****Food Storage Building:**

- a) Clean and paint 1,360 SF of Interior Paint of Walls.  
b) Clean and paint 1,360 SF of Exterior Paint.  
c) Remove and replace, 1,786 SF of Roof Elastomeric Sealer.  
d) Remove and replace, 1 each of Air Conditioner 60,000 BTU.  
e) Remove and replace, 1 each of Air Conditioner 60,000 BTU.  
f) Remove and replace, 1 each of Refrigerator.  
g) Remove and replace, 32 SF of concrete plaster.  
h) Clean and paint 1,786 SF of Interior Paint of Ceiling.  
i) Remove and replace 1 each of Refrigerator/Walk-In Cooler.

**Site 36:****Parking Concrete Fence:**

- a) Clean and paint 2,145 SF of Exterior Paint on wall.  
b) Remove and replace 20 SF of Concrete Plaster Damage.  
c) Remove and replace 40 SF of Concrete Plaster Damage on Side 2, 8 FT long x 5 FT wide.

**Site 37:****Sidewalk Ramp near Administration:**

- a) Clean and paint 5,280 SF of Exterior Paint.

**Site 38:****Quarantine Building:**

- a) Clean and paint 1,152 SF of Exterior Paint.  
b) Remove and replace, 1 each of Air Conditioner Capacity 5 Tons.  
c) Remove and replace 40 LF each of Chain Link Fence galvanized.  
d) Remove and replace 5 SF of Concrete Plaster Damage, 5 FT long x 1 FT wide.  
e) Remove and replace 1 each of Fogel Refrigerator/Walk-in Cooler.

**Site 39:****Front Sidewalk:**

- a) Clean and paint 2,650 SF of Concrete Paint.

**Site 40:****Old Entrance Gazebo:**

- a) Remove and replace 768 SF of 1" plywood and asphalt roofing.

**Site 41:****Bear & Capuchin Monkey:**

- a) Remove and replace 260 SF each of Corrugated Galvanized Steel Panel, 10 FT long x 13 FT wide.

**Site 42:****Aquarium:**

- a) Remove and replace, 48 SF of Acoustic Tile.

- b) Remove and replace Lighting, 1 each of Recessed Troffer.
- c) Remove and replace Lighting, 3 each of Recessed Troffer.
- d) Remove and replace 15 each of Aqua Clear Filter Insert Activated Carbon 70.
- e) Replace 62 each of A Variety of Fish as Follows: 1. Ciclido Zebra (5) 2. Pacu (5) 3. Leporino de Banda (6) 4. Pez Angel (6) 5. Tetra Limon (4) 6. Arcoiris de Boeseman (5) 7. Ciclido Zebra (5) 8. Ciclido Amarilla Electrica (5) 9. Ciclido Purpura (5) 10. Torpedo de Linea Roja (6) 11. Botia Payaso (5) 12. Pez Gato Rafaelo (5).

## Site 43:

## Parking:

- a) Remove and replace 2 each of Handicap Sign, Aluminum.
- b) Remove and replace Signage, 2 each of Handicap signpost.
- c) Remove and replace Signage, 1 each of Exit Sign, Aluminum.
- d) Remove and replace Signage, 4 each of No Enter Sign, Aluminum.
- e) Remove and replace Signage, 1 each of Welcome Sign, Aluminum.
- f) Remove and replace Signage, 1 each of Welcome Sign Aluminum.

## Site 44:

## Parking:

- a) Remove and replace Lighting, 7 each of Exterior Light Cover and Bulb (250 watts)
- b) Remove and replace 2 each of base support galv. steel tube.
- c) Remove and replace 1 each of Concrete Base, 8 IN long x 1 FT wide.
- d) Remove and replace 3 each of plastic trash cans, 55-gallon capacity.

## Sign Poles:

- a) Remove and replace 1 each of Sign Poles, Galvanized.

## Site 45:

## Dry Food Storage Area:

- a) Remove and replace, 1 each of 3-ton air conditioner.
- b) Remove and replace 1 each Walk-In cooler.

## Sidewalk Parking:

- a) Remove and replace 5 each of aluminum sidewalk lighting pole, 37 FT high.
- b) Remove and replace 5 each of pole mounted 400 watts metal halide.

## Site 46:

## South Area Parking:

- a) Remove and replace 232 LF of Chain Link Fence.

## Site 47:

## West Area Parking:

- a) Remove and replace 240 LF of Chain Link Fence, galvanized.

## Site 48:

## East Area Parking:

- a) Remove and replace 24 LF of Durafence, Steel and Polymer Coating.

## Site 50:

## Water Entrance Area:

- a) Remove and replace 1 each of 3-Phase Induction Motor, 1/2 HP.
- b) Remove and replace 1 each of Breaker Control Panel, 3 phase 3 wire, 240 V, 225 lamps.

## Site 51:

## Aviary &amp; Vet Clinic:

- a) Remove and replace, 1,440 SF of Roof elastomeric waterproofing.
- b) Remove and replace, 5 each of Artificial Trees, Interior artificial plants, Ficus Benjamina, 14' high.
- c) Remove and replace, 2,160 SF of Acoustic Ceiling Tiles.
- d) Remove and replace 16 each of Recessed Troffers.
- e) Remove and replace 14 each of Recessed Troffer.
- f) Remove and replace 1 each of 25' high metal pole & 250 watts metal halide light fixture.
- g) Remove and replace 60 SF of Gazebo Roof - 1" plywood with asphaltic shingles.
- h) Clean and paint 7,704 SF of Exterior Paint & Interior Painting.
- i) Clean 2,160 SF of Acoustic Square Ceiling Tiles.
- j) Remove and replace 32 SF of Bird Cage - 1" Plywood.
- k) Remove and replace 200 SF of Bridge corrugated galvanized steel panels.
- l) Remove and replace 1 each of A. O. Smith - FP4122-IL 3/4 HP Water pump.
- m) Remove and replace 1 each of A. O. Smith - C48C53A06 1.5 HP Water Pump.

## Site 53:

## Snake Area:

- a) Remove and replace 30 LF each of Chain Link Fence.
- b) Remove and replace 55 LF each of Gutter.
- c) Remove and replace 25 LF each of Gutter.
- d) Remove and replace 1 each of White, cylindrical cistern.

## Site 54:

## Lion Area:

- a) Remove and replace 120 LF of Chain Link Fence.
- b) Remove and replace 1 each of 2 HP water pump from 100-gal pressurized tank system.
- c) Remove and replace 1 each of Fiber Glass Construction Water Tank 800 gallons.

## Snake Area:

- a) Remove and replace 30 LF of Chain Link Fence.

## Site 55:

Digger:

a) Park Equipment, 1 each of New Holland Digger Glass Damage.

Site 56:

Stop Pole:

a) Signage, 1 each of Nice Signo Automatic Stop Pole w/Mechanic Arm, 12 FT x 5 IN.

Site 58:

Main Office:

- a) Remove and replace, 1 each of Main Breaker Box.
- b) Remove and replace, 1 each of 150 FT 3-phase cable.
- c) Remove and replace, 2 each of 20-ton HVAC Package Units.
- d) Remove and replace, 8 each of HVAC Unit, 5 tons.

Site 59:

Asphalt Driveways & Parking Lots:

a) Remove and replace 50,844 SF depth surface.

Site 60:

Safety Handrail:

- a) Remove and replace 235 LF of Galvanized Metal Handrail.
- b) Remove and replace 2,080 LF of Wooden Handrails Top Plate Section, 2,080 LF.

Work to be Completed total: \$2,538,517.93

Total CEF: \$5,166,824.89

Total Damage Inventory: \$5,170,241.30

Project Notes:

1. All site estimates for work to be completed were generated using RS means. See attachment labeled ST-82588-DR4339PR-CEF.xls
2. GPS coordinates have been checked for accuracy.
3. Fences coordinates (Site 06, Site 07, Site 08, Site 27, Site 47, Site 49) provided by PDMG. See email attached in documents.
4. Site 42, item E, Applicant provided Historical Cost document. See attached in documents.
5. Applicant will comply with local, commonwealth, federal procurement laws, regulations and procedures.
6. For work to be completed, when disposing of debris including, but not limited to (fencing, retention walls, concrete, asphalt, AC units, light poles, demolition [case by case], new construction [case by case], among other activities) the following should be included in the project documents: a. Staging area (coordinates); b. Type of material; c. Quantity by type; d. Final Disposal site (coordinates); e. the permit for the Final Disposal site.
7. To qualify as In-kind repair/replacement, work must be done to match all physical and visual aspects of the original elements, including design, color, texture, hardware, profile, and workmanship. Should the Applicant decide not to repair/replace in-kind, then a revised scope of work must be submitted for additional EHP review.

Current Version:

Site 2 of 2

DAMAGED FACILITY:

Damage #236895; Zoologico de Puerto Rico Part 2 of 2

COUNTY: Mayaguez

LOCATION:

PA-02-PR-4339-PW-07175(0):  
Carratera 108 Barrio Miradero, Mayaguez, Puerto Rico

LATITUDE:  
18.21629

LONGITUDE:  
-67.13314

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-PR-4339-PW-07175(0):  
Part 2 of 2

Site 38:

Quarantine Building:

Park Buildings, 1,152 SF of Exterior Paint, 25 FT long x 23 FT wide x 13 FT high, scoured by high winds, wind-driven rain, and wind-blown debris, 0% work completed.

Park Buildings, 1 each of Air Conditioner, Model Unknown, Capacity 5 Tons, damaged by high winds and power surge, 0% work completed.

Fencing, 1 each of Chain Link Fence, galvanized, with tube 2.5 in vertical x 2 IN horizontal located in top and middle of fence., 40 FT long x 8 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Pools, 5 SF of Concrete Plaster Damage, 5 FT long x 1 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, and water intrusion, 0% work completed.

Refrigerator/Walk-in Cooler, 1 each of Fogel Refrigerator/Walk-in Cooler, 5 FT long x 7 FT wide, damaged by high winds and power surge, 0% work completed.

Site 39:

**Front Sidewalk:**

Park Buildings, 2,650 SF of Concrete Wall Animal Art , 175 FT long x 15 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, high velocity floodwater, 0% work completed.

**Site 40:****Old Entrance Gazebo:**

Covered Shelters, 768 SF of 1" plywood and asphalt roofing, 32 FT long x 24 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, 0% work completed.

**Site 41:****Bear & Capuchin Monkey:**

Park Buildings, 2 each of Corrugated Galvanized Steel Panel, 10 FT long x 13 FT wide, damaged by high winds, wind-blown debris, wind-driven rain, 0% work completed.

**Site 42:****Aquarium:**

Park Buildings, 6 each of Acoustic Tile, 2 FT long x 4 FT wide, damaged by wind-driven rain and water intrusion, 0% work completed.

Lighting, 1 each of Recessed Troffer, 2 FT long x 2 FT wide, damaged by power surge and water infiltration, 0% work completed.

Lighting, 3 each of Recessed Troffer, 2 FT long x 4 FT wide, damaged by power surge and water infiltration, 0% work completed.

Aquarium Filter, 15 each of Aqua Clear Filter Insert Activated Carbon 70, damaged by high winds and power surge, 0% work completed.

Fish, 62 each of A Variety of Fish as Follows: 1. Ciclido Zebra (5) 2. Pacu (5) 3. Leporino de Banda (6) 4. Pez Angel (6) 5. Tetra Limon

(4) 6. Arcoiris de Boeseman (5) 7. Ciclido Zebra (5) 8. Ciclido Amarilla Electrica (5) 9. Ciclido Purpura (5) 10. Torpedo de Linea Roja (6)

11. Botia Payaso (5) 12. Pez Gato Rafaelo (5), died due to damaged aqua filter which was damaged by high winds and power surge, 0% work completed.

**Site 43:****Parking:**

Signage, 2 each of Handicap Sign, Aluminum, 1 FT long x 1.5 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Signage, 2 each of Handicap sign post, galvanized, 2 IN long x 2 IN wide x 8 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Signage, 1 each of Exit Sign, Aluminum, 3 FT long x 4 FT wide, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Signage, 4 each of No Enter Sign, Aluminum, 30 IN long x 30 IN wide, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Signage, 1 each of Welcome Sign, Aluminum, 26 FT long x 4 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

Signage, 1 each of Welcome Sign, 26 FT (L) x 4 FT (H), Aluminum, 26 FT long x 4 FT high, damaged by high winds, wind-driven rain, wind-blown debris, high velocity floodwater, 0% work completed.

**Site 44:****Parking:**

Lighting, 7 each of Exterior Light Cover and Bulb (250 watts) , plastic & glass, damaged by high winds, wind-driven debris, wind-blown debris, 0% work completed.

Trash Cans, 2 each of base support galv. steel tube 2.5" diam. x 4' high using 3/8" thick plate & 4 bolts 6" x 1/2" diam. with washer, damaged by high winds and high velocity floodwater, 0% work completed.

Trash Cans, 1 each of Concrete Base, 8 IN long x 1 FT wide, damaged by high winds and high velocity floodwater, 0% work completed.

Trash Cans, 3 each of plastic trash cans, 55 gallon capacity, damaged by high winds and high velocity floodwater, 0% work completed.

**Sign Poles:**

Signage, 1 each of Sign Poles, Galvanized, 3 IN long x 3 IN wide x 14 FT high, damaged by high winds and high velocity floodwater, 0% work completed.

**Site 45:****Dry Food Storage Area:**

Park Buildings, 1 each of 3-ton air conditioner, model Westinghouse WCHPD2-36K4C, damaged by high winds and power surge, 0% work completed.

Refrigerator/Walk-In Cooler, 1 each of Bohn Refrigerator/Walk-In cooler, 11 FT (L) x 7 FT (W) x 7 FT (H), damaged by high winds and power surge, 0% work completed.

**Sidewalk Parking:**

Lighting, 5 each of aluminum sidewalk lighting pole, 37 FT high, damaged by high winds and power surge, 0% work completed.

Lighting, 5 each of pole mounted 400 watts metal halide lighting fixture, damaged by high winds and power surge, 0% work completed.

**Site 46:****South Area Parking:**

Fencing, 1 each of Chain Link Fence, galvanized, with Tube 2.5 IN Vertical x 2 IN Horizontal located in top and middle of fence., 232 FT long x 5 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

**Site 47:****West Area Parking:**

Fencing, 1 each of Chain Link Fence, galvanized, with Tube 2.5 IN vertical x 2 IN horizontal located at top and middle with barbwire 3 lines 400 LF each and 40 barbwire holders, 240 FT long x 8 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

**Site 48:****East Area Parking:**

Fencing, 1 each of Durafence, Steel and Polymer Coating, 24 FT long x 8 FT high, damaged by high winds, wind-driven rain, wind-blown debris, and high velocity floodwater, 0% work completed.

**Site 49:****Boundary:**

Fencing, 1 each of 8' high with barbed wire military grade chain link fence, Total length of the Boundary Fencing is 1.84 Miles Length