



PLIEGO DE SUBASTA FORMAL NÚM. 23J-13840

FECHA DE PUBLICACIÓN: 7 DE JULIO DE 2023

**PARA LA REPARACIÓN GENERAL DE INFRAESTRUCTURA DE LOS EDIFICIOS E Y H DEL
CENTRO MÉDICO, ADSCRITOS AL DEPARTAMENTO DE SALUD DEL
GOBIERNO DE PUERTO RICO**

FECHA DE REUNIÓN PRE-SUBASTA OBLIGATORIA:

Martes, 11 de julio de 2023, a las 12:30 pm

FECHA DE INSPECCIÓN OCULAR OBLIGATORIA:

Viernes, 14 de julio de 2023, a las 2:30 pm

FECHA LÍMITE PARA SOMETER PREGUNTAS:

Martes, 18 de julio de 2023, a las 4:00 pm

FECHA DE ENTREGA DE LA OFERTA:

Jueves, 3 de agosto de 2023, a las 10:00 am

FECHA DE APERTURA:

Jueves, 3 de agosto de 2023, a las 11:30 am



I. INSTRUCCIONES GENERALES

1. FORMULARIO

El Licitador presentará su oferta en el formulario provisto para ello. Si fuera necesario aclarar o describir más detalladamente su oferta, el Licitador podrá añadir páginas, pero no podrá alterar los formularios o tablas provistas. Las páginas adicionales podrán ser completadas a manuscrito con letra legible o utilizando cualquier medio tecnológico y en papel timbrado del Licitador.

2. TÉRMINOS

El término “días” significará días calendario, a menos que otra cosa así se exprese. Las palabras y frases utilizadas en este pliego se interpretarán según el contexto aceptado por el uso común y corriente; las usadas en el presente incluyen el futuro; el número singular incluye a su vez el plural; y las usadas en el género masculino incluyen también el femenino y el neutro, salvo en los casos que tal interpretación resultare absurda.

3. LICITADORES REGISTRADOS

A todo Licitador que: 1) esté registrado en el RUL; 2) que haya presentado oferta para una subasta; y 3) que luego del acto de apertura no se encuentre elegible, se le concederá un término improrrogable de **cinco (5) días laborables**, contados a partir del acto de apertura, para que someta la información o los documentos correspondientes en el RUL. Durante dicho período no se realizará adjudicación alguna. La secretaria de la Junta de Subastas será responsable de notificar al licitador mediante llamada telefónica y correo electrónico, sobre el término provisto para que actualice sus constancias en el RUL. En caso de que el licitador no actualice sus constancias en el RUL durante el término provisto, **será descalificado**.

El Licitador deberá someter todos los documentos y certificaciones solicitadas. También deberá cumplir con todos los requisitos, términos y condiciones establecidos en el pliego de la subasta al momento de entregar su oferta. No se aceptará ningún documento por parte del Licitador con posterioridad al acto de apertura, a excepción del certificado de elegibilidad del RUL, que estará sujeto a que se presente dentro del término antes dispuesto.

El Licitador inelegible no estará visible en el RUL para ser contratado por las entidades gubernamentales. La inelegibilidad se mantendrá hasta tanto el Licitador cumpla con el requerimiento de información o la presentación de los documentos solicitados. **El Licitador tendrá que contar con el estatus de elegible en el RUL previo a la adjudicación de la subasta.**

4. LICITADORES NO REGISTRADOS

Cuando un Licitador que no esté registrado en el RUL comparezca a un proceso de subasta y presente una oferta, la Junta de Subastas no deberá rechazar la misma por el hecho de que dicho Licitador no esté en el RUL y le concederá un término de **cinco (5) días laborables**, contados a partir del acto de apertura para que someta todos los documentos requeridos ante el RUL. En caso de que el Licitador no entregue los documentos requeridos, **será descalificado**.



5. IMPUGNACIÓN A LA INVITACIÓN DE LA SUBASTA

Cualquier licitador interesado en participar en una subasta formal podrá impugnar la **Invitación a Subasta**, mediante escrito, únicamente cuando no se haya seguido cualesquiera de los procedimientos establecidos en el Reglamento Núm. 9230, *según enmendado*, conocido como “Reglamento Uniforme de Compras y Subastas de la Administración de Servicios Generales del Gobierno de Puerto Rico” o cuando se considere que el término fijado para efectuar el estudio y preparación de la oferta y la fecha para radicar la oferta no es suficiente. El escrito deberá contener el fundamento por el cual se impugna la invitación, y estar firmado por el licitador.

El escrito de impugnación deberá ser radicado **personalmente** ante la Administración Auxiliar de Adquisiciones, dentro de los **tres (3) días laborables** siguientes a la fecha de envío por la Junta de Subastas de la Invitación mediante correo electrónico a los licitadores o desde la fecha de publicación de la Invitación en el Registro Único de Subastas (RUS). Si la fecha de envío de la Invitación es distinta a la fecha de publicación de la Invitación en el RUS, se contará a partir de la fecha de envío de ésta última. **Todo escrito de impugnación radicado fuera del término aquí establecido será rechazado de plano.** Deberá notificarse copia del recurso presentado a los licitadores invitados a la subasta formal y a la Junta de Subastas. El escrito de impugnación deberá cumplir con lo establecido en la **Sección 7.3.6** del Reglamento Núm. 9230, *supra*.

6. IMPUGNACIÓN AL PLIEGO DE LA SUBASTA

Si un Licitador interesado en participar en una subasta formal no estuviere de acuerdo con los términos finales, instrucciones, especificaciones o condiciones establecidas **en el pliego** de la subasta, podrá radicar el escrito de impugnación correspondiente **personalmente** ante la Administración Auxiliar del Área de Adquisiciones, dentro de los **tres (3) días laborables** siguientes a la fecha en que la Junta de Subastas hace disponible los pliegos de la subasta, entendiéndose, a partir de la publicación del pliego en el RUS. Todo escrito de impugnación del pliego de la subasta radicado fuera del término aquí establecido **será rechazado de plano.** El licitador que presente la impugnación deberá notificarle a la Junta de Subastas. El escrito de impugnación deberá cumplir con lo establecido en la **Sección 7.3.6** del Reglamento Núm. 9230, *supra*.

7. REUNIÓN PRE-SUBASTA: **OBLIGATORIA**

Todo licitador o persona interesada en presentar una oferta para la subasta formal de referencia, tendrá que acceder **OBLIGATORIAMENTE** a la reunión pre-subasta. **Todo licitador que presente una oferta y que no haya participado de la reunión pre-subasta será descalificado.**

La reunión pre-subasta será realizada de **modo virtual**, y podrá acceder a esta a través de la página “web” de la ASG mediante la siguiente dirección electrónica: www.asg.pr.gov, en el área de “Adquisiciones” en la sección de “Subastas/Licitaciones”. Además, deberá acceder al enlace de la subasta de referencia, el cual le proveerá la opción de conectividad a “Reunión Virtual Pre-subasta”. Al conectarse a la Reunión Virtual Pre-Subasta, el licitador deberá registrarse previo al inicio de los procesos. Cualquier licitador que acceda luego de que el miembro asociado de la Junta de Subastas que presida los trabajos, o su representante autorizado, haya finalizado el registro de asistencia en alta voz, será descalificado.



La reunión pre-subasta se llevará a cabo el **martes, 11 de julio de 2023, a las 12:30 pm** con el propósito de aclarar a los licitadores las dudas que surjan en torno al pliego de subasta.

Los participantes a esta reunión tendrán que observar normas y conductas que garanticen el respeto y el decoro. Cualquier manifestación de conducta inapropiada por parte de cualquier licitador o persona interesada en participar en el proceso de subasta formal **constituirá fundamento suficiente para su descalificación.**

Un miembro asociado de la Junta de Subastas o su representante autorizado presidirá la reunión pre-subasta.

La Junta de Subastas se reserva el derecho a convocar a una o más reuniones pre-subastas.

8. INSPECCIÓN OCULAR: (OBLIGATORIA)

La inspección ocular se llevará a cabo en las facilidades del Edificio E del Centro Médico de Río Piedras, el **viernes, 14 de julio de 2023, a las 2:30 pm.** Todo licitador o persona interesada en presentar una oferta para la subasta formal de referencia, **tendrá que asistir de manera OBLIGATORIA** a la inspección ocular. **La incomparecencia a la inspección ocular será causa suficiente para su descalificación.**

Todo licitador o persona interesada que llegue a la inspección ocular luego de finalizado el registro de asistencia no podrá participar de la misma y se entenderá que no compareció.

9. FECHA, HORA Y MODO DE ENTREGAR LA OFERTA

Las ofertas tienen que ser presentadas en o antes del **jueves, 3 de agosto de 2023, a las 10:00 am,** de las siguientes **dos (2) formas:**

1. **Físicamente**, en la Oficina de la Junta de Subastas, localizada en el Centro Gubernamental Minillas, Torre Norte, Piso 12, San Juan, Puerto Rico; y,
2. **Electrónicamente**, a la siguiente dirección: ofertas@asg.pr.gov.

El Licitador que no presente su oferta en las dos (2) formas aquí requeridas será descalificado. No se aceptarán ofertas después de la fecha y hora límite establecida para la entrega de ofertas.

Tanto el sobre que contenga la oferta que se presentará físicamente, así como el correo electrónico en el cual se incluya la oferta a ser sometida de forma electrónica, deberán identificarse de la siguiente forma: **“Atención: Oferta de Subasta Formal Núm. 23J-13840”**. Además, tanto el sobre como el correo electrónico, deberán incluir la siguiente información: nombre del licitador, nombre de la compañía que representa, dirección postal y número de teléfono de contacto.

Toda oferta recibida sin identificar según lo aquí establecido será tramitada como correspondencia regular. Bajo esta circunstancia, la Junta de Subastas no será responsable si el remitente pierde su oportunidad de presentar la oferta a tiempo, como tampoco podrá requerir que se tome conocimiento de su oferta o imputar que la oferta haya sido divulgada o abierta antes de tiempo.



Se considerará como **oferta oficial el documento presentado físicamente** en la Oficina de la Junta de Subastas. Al recibirse el sobre que contiene la oferta en la Oficina de la Junta de Subastas, se marcará indicando la fecha y hora exacta en que fue recibido, lo que constituirá la fecha y hora oficial de entrega de la oferta.

El correo electrónico **debe incluir una copia fiel y exacta de los documentos de oferta entregados físicamente**. La fecha y hora de recibo de la oferta presentada por correo electrónico, será la impresa en el documento. Como excepción, la Junta de Subastas podrá autorizar la entrega física de anejos complementarios que, por el tamaño de su contenido, sobrepasen el espacio disponible para enviarse mediante correo electrónico.

En el caso de que por alguna razón se haya recibido la oferta de un licitador de forma física, pero no se haya recibido la oferta electrónica a la fecha y hora límite indicadas anteriormente, se le notificará durante el Acto de Apertura al licitador y este tendrá hasta antes de que finalice dicho Acto para enviar la misma.

De ocurrir algún evento natural o circunstancia especial que ocasione el cierre de la Junta e impida el recibo de ofertas en la fecha y hora antes indicada, las ofertas se entregarán en el día en que la Junta reanude sus funciones, a la hora dispuesta originalmente, o a cualquier otra que oportunamente se notifique.

Las ofertas que se reciban físicamente fuera de la fecha y hora límite aquí dispuesta se devolverán al licitador informándole su incumplimiento con las condiciones establecidas y su descalificación. Se retendrá el sobre original de envío de la oferta el cual se hará formar parte del expediente de la subasta.

10. CONTENIDO DE LA OFERTA

Todo licitador o persona interesada presentará **físicamente** su oferta en un sobre sellado en la Oficina de la Junta de Subastas.

El sobre que contenga la oferta que se presentará físicamente y el correo electrónico en el cual se incluya la oferta a ser sometida de forma electrónica, deberán incluir **los siguientes documentos**:

- a. Fianza de Licitación en **original y firmada** (“*Bid Bond*”). La fianza **ORIGINAL** deberá ser sometida junto con la oferta entregada físicamente.
- b. Anejo I de la Oferta del Licitador. Véase inciso 13.
- c. Anejo II y III, según aplique. Véase inciso 13.
- d. Tabla de Ofertar **provista por la Junta de Subastas**. No podrá ser alterada ni modificada.
- e. Literatura de cada producto ofertado, **identificado con el número de renglón o partida**, según aplique.
- f. Carta del manufacturero, según aplique.
- g. Carta de presentación. Véase inciso 21.
- h. Resolución o documento acreditativo vigente del por ciento correspondiente, según establecido en leyes preferenciales y la normativa adoptada a su amparo, y emitido por la Junta de Inversión para la Industria Puertorriqueña, si aplica. Si el licitador no presenta dicho documento **junto con su oferta**, no se aplicará a la oferta presentada el por ciento relacionado.



- i. Cualquier otro documento requerido en este pliego o en las especificaciones adjuntas.

En cumplimiento con la ley federal del “Paperwork Reduction Act of 1995” los licitadores no tendrán que someter con sus propuestas la invitación y el pliego de esta Subasta, salvo los anejos y los documentos indicados en este Pliego o sus anejos. El Licitador podrá ser descalificado de no adjuntar a su oferta los documentos arriba mencionados.

11. CORRECCIONES A LA OFERTA (“Typos”)

Toda oferta deberá presentarse en forma legible, clara, completa y precisa. Ofertas múltiples, variadas o ambiguas no serán consideradas. Las correcciones a las ofertas, las cuales surgen como consecuencia de errores, deberán estar refrendadas por el licitador **con su firma o sus iniciales**, de lo contrario, quedará invalidada la oferta para la partida o las partidas correspondientes. No se aceptarán ofertas que incluyan correcciones realizadas con tinta correctiva, tinta blanca, cinta correctiva o “liquid paper”.

12. DIRECCIONES EN LA OFERTA

La oferta deberá contener la dirección física y postal de la oficina principal del negocio del licitador en Puerto Rico, así como también, el nombre y la dirección del agente residente de la corporación, cuando aplique.

13. FIRMAS EN LA OFERTA

Las ofertas deberán estar refrendadas (bajo la firma) por el licitador que aparece registrado en el RUL, en el espacio provisto para ello en el formulario identificado como **ANEJO I** de este pliego de subasta formal, **“Oferta del Licitador”**. En caso de que el licitador no esté registrado en el RUL, la oferta deberá estar refrendada por la persona que someterá todos los documentos requeridos ante el RUL. Se autoriza la firma electrónica del Licitador en la oferta presentada, en virtud de lo establecido en la Carta Circular ASG Núm. 2020-014 del 19 de mayo de 2020. Los Licitadores no registrados en el RUL, deberán cumplimentar y acompañar su Oferta con el Formulario **ASG 673 (ANEJO 2)** ó **ASG 674 (ANEJO 3)**, según corresponda, los cuales se hacen formar parte de este pliego.

No cumplir con estos requisitos constituirá el rechazo de la oferta.

14. MODIFICACIONES A LAS OFERTAS

Cualquier modificación **que varíe los términos de la oferta previamente sometida** se hará mediante comunicación escrita la cual deberá ser presentada ante la Junta de Subastas y deberá enviarse en un sobre cerrado, debidamente identificado con la información siguiente:

- a) Número de la subasta
- b) Fecha
- c) Hora señalada para la entrega de la oferta
- d) Nombre y dirección del suplidor
- e) Información en que se indique las razones para la modificación de la oferta



No se admitirán modificaciones presentadas luego de la fecha límite establecida para la presentación de las ofertas.

Toda modificación de oferta será abierta en la fecha y hora señalada para el acto de apertura de la subasta, juntamente con la licitación original.

Cuando la oferta sea modificada, si esto conllevará un aumento en precio de la oferta original, será obligación del licitador, ajustar la fianza de acuerdo con la nueva cuantía. De no hacerlo así, se rechazarán ambas ofertas.

15. RETIRO DE LA OFERTA

- a) El retiro de una oferta podrá efectuarse mediante solicitud escrita dirigida a la Junta de Subastas, presentada en cualquier momento previo al acto de apertura.
- b) El licitador no podrá presentar una oferta sustituta, una vez retirada su oferta para una compra determinada.
- c) **Ningún licitador podrá retirar su oferta con posterioridad al acto de apertura de una subasta.**

16. FECHA Y HORA DEL ACTO DE APERTURA

Las ofertas se abrirán el **jueves, 3 de agosto de 2023, a las 11:30 am.** Todo licitador o persona interesada en comparecer al acto de apertura, el cual **se realizará de modo virtual**, podrá acceder al mismo a través de la página “web” de la ASG, en el área de “Adquisiciones”, en la sección de “Subastas/Licitaciones”. Además, deberá acceder al enlace de la subasta formal de referencia, el cual le proveerá la opción de conectividad al **“Acto de Apertura Virtual”**.

Toda oferta presentada dentro del término dispuesto para la entrega estará bajo la custodia de la Junta de Subastas y **bajo ninguna circunstancia** se abrirá hasta la fecha y hora fijada para el acto de apertura.

Si antes de la fecha del acto de apertura y por razones fuera del control de la Junta de Subastas o de la ASG el sobre resultare abierto, violentado, o deteriorado, la Junta de Subastas se comunicará con el licitador concernido para que éste verifique personalmente el sobre y los documentos que contiene y los vuelva colocar en otro sobre sellado, debidamente identificado, y entregue formalmente la licitación. La fecha de entrega será la fecha de recibo original. El secretario de la Junta de Subastas preparará un acta de las incidencias a la cual unirá el sobre abierto, deteriorado o violentado y el licitador firmará al calce del acta indicando la fecha y la hora de la inspección del sobre.

El acto de apertura público tiene como propósito el que las partes interesadas puedan comprobar qué ofertas se recibieron y conocer la cuantía de cada oferta. El acto de apertura será dirigido por un miembro asociado de la Junta de Subastas o su representante autorizado.



Toda persona que comparezca virtualmente al acto de apertura deberá observar las normas de conducta que establezca durante dicho acto la Junta de Subastas.

17. MARCA, MODELO Y LITERATURA

En aquellas subastas donde aplique, el Licitador indicará en su oferta la **marca y modelo de los bienes incluidos en su oferta**. También **incluirá con su oferta literatura técnica del manufacturero** que permita validar que los bienes incluidos en su oferta cumplen con las especificaciones requeridas en el pliego de subasta formal. Dicha literatura hará referencia a la partida particular de la subasta que aplique.

18. REPRESENTANTE EXCLUSIVO

Si el licitador que ofrece una marca específica es el **representante exclusivo de dicha marca**, tendrá la obligación de mencionarlo en la oferta y remitir la certificación del manufacturero.

19. INFORMACIÓN CONFIDENCIAL

Las ofertas presentadas por los licitadores serán parte del expediente de la subasta en la cual éstos participaron y pasarán a ser propiedad de la Administración, independientemente de que se cancele o adjudique la subasta formal. No obstante, la información confidencial constitutiva de secretos de negocio o cualquier otra información protegida por derechos de autor, entre otras disposiciones legales, no podrá ser divulgada por la Administración, por la Junta de Subastas u otra entidad gubernamental.

Toda información que constituya información confidencial y protegida deberá ser anejada a la oferta por el licitador en una hoja individual que deberá titularse “Información Confidencial y Protegida”.

20. DOCUMENTOS

Todos los anejos y documentos que acompañan la oferta deben estar iniciados.

Todos los documentos deben ser presentados en papel tamaño carta, entiéndase, tamaño 8 ½ pulgadas por 11 pulgadas.

21. CARTA DE PRESENTACIÓN

La carta de presentación debe ser clara, concisa, e incluir suficientes detalles para la realización de una evaluación efectiva. El licitador debe asumir que el Gobierno no tiene conocimiento previo sobre su experiencia y tampoco sobre sus prácticas de negocio. Además, la carta de presentación deberá incluir, una breve descripción de lo siguiente:

- a) Desempeño pasado: De haber suplido bienes, de haber realizado obras o de haber prestado servicios no profesionales iguales, similares o relacionados a los requeridos en este pliego de subasta formal, deberá proveer el listado de los clientes del sector público y privado a quienes en los pasados dos (2)



años suplió los bienes, realizó las obras o prestó los servicios. Deberá proveer además la información de contacto de dichos clientes.

- b) Capacidad técnica: Deberá detallar la capacidad, enfoque y conocimientos necesarios (entre otros aspectos técnicos y/o de logística) que posee su empresa, industria o negocio para cumplir con la provisión de los bienes, realización de obras y/o prestación de servicios no profesionales ofertados.
- c) Cualquier otra información que el licitador entienda pertinente que la Junta de Subastas deba conocer, para la evaluación correspondiente.

La carta de presentación deberá estar firmada por la persona autorizada en el RUL a esos efectos o por la persona que presentará sus documentos en el RUL (en caso de que no esté registrado). El desempeño pasado y la capacidad técnica serán tomadas en consideración por la Junta de Subastas como parte de los criterios para determinar el *mejor valor*.

La Junta de Subastas y la ASG se reservan el derecho de solicitar a los licitadores, sus clientes o a terceros (incluidos o no por el licitador como referencia) información adicional para corroborar la información suscrita por el licitador en su carta de presentación.

22. ADVERTENCIAS

- a. Proveer cualquier tipo de información o documentación falsa o fraudulenta como parte de la oferta presentada para esta subasta formal, será causa suficiente para descalificar o rechazar la oferta de cualquier licitador, así como para cancelar o resolver cualquier orden de compra o contrato otorgado en virtud de esta.
- b. La ASG y la Junta de Subastas podrán ordenar la cancelación parcial o total de la subasta formal cuando ello sirva los mejores intereses del Gobierno de Puerto Rico, independientemente de la fase en que se encuentre, siempre que sea previo a la formalización del contrato o de haberse emitido una orden de compra.
- c. La ASG podrá enmendar cualquier invitación o pliego de la subasta formal cuando ello sirva los mejores intereses del Gobierno de Puerto Rico.

La ASG podrá enmendar el pliego de la subasta formal hasta dos (2) días laborables antes del acto de apertura de las ofertas cuando la enmienda implique cambios o solicitudes adicionales que se deben incluir en la oferta o licitación o, un (1) día laborable antes del acto de apertura de la subasta cuando la enmienda no afecte la presentación de las ofertas.

En casos de **proyectos de obras de construcción** la ASG podrá enmendar el pliego de la subasta formal hasta cinco (5) días laborables antes del acto de apertura de las ofertas cuando la enmienda implique cambios o solicitudes adicionales que se deben incluir en la oferta o licitación o tres (3) días laborables antes del acto de apertura de la subasta cuando la enmienda no afecte la presentación de las ofertas.



- d. Ni la Junta de Subastas ni la ASG aceptarán una fianza por una cantidad menor a la aquí establecida. De ser presentada mediante compañía de seguros, la fianza será emitida a favor de la Administración de Servicios Generales y de ser presentada en cheque certificado o giro postal, será emitida a favor del Secretario de Hacienda. El incumplimiento con este requisito conllevará el rechazo de la oferta. Cualquier oferta que no incluya entre los documentos presentados la correspondiente Fianza de Licitación en **ORIGINAL Y DEBIDAMENTE FIRMADA**, será rechazada.

La Junta de Subastas y la ASG darán fiel cumplimiento a la política pública de compras preferenciales dispuesta en ley.

- e. El Licitador a quien se adjudique la *buena pro* de esta subasta formal, quedará sujeto a lo establecido en la ***Política de Revisión de Contratos*** suscrita por la Junta de Administración y Supervisión Fiscal.
- f. La adjudicación de la presente subasta formal no obliga de ningún modo a la ASG a emitir una Orden de Compra o suscribir un Contrato.
- g. En caso de que los bienes, obras y/o servicios no profesionales a ser adquiridos en esta subasta formal sean parcial o totalmente financiados con fondos federales, el licitador deberá estar registrado y elegible en el ***System for Award Management (SAM)*** al momento de suscribir el contrato y/o emitirse la orden de compra. De no estar registrado y ser elegible, será descalificado.
- h. La adjudicación de la presente subasta formal no constituirá el acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente o que la Administración emita una orden de compra suscrita por una persona autorizada.
- i. Todo licitador que ofrezca equipo, maquinaria o vehículo que consuma energía eléctrica o combustible para su operación, al hacer su oferta, deberá hacer constar que su equipo, maquinaria o vehículo cumple con los requisitos establecidos por la ***Ley Federal de Conservación de Energía***. Al adjudicarse estas subastas, la Junta de Subastas se atenderá a las normas federales de consumo, conservación y utilidad del bien que se trate y **no será causa de impugnación** el adjudicar la subasta a un licitador que ofrezca un bien más caro si los ofrecidos por los demás licitadores no cumplen con las normas establecidas por dicha Ley.

II. OFERTAS ADMISIBLES E INADMISIBLES

1. UNIDAD DE PRECIO OFERTADO

La oferta deberá hacerse en dólares y centavos. No serán consideradas ofertas que se expresen en términos de por ciento, en referencia a posibles precios indeterminados, o cantidad de dinero o por cientos “menores” o “en exceso” de la oferta más baja, salvo que así sea dispuesto y requerido en el pliego de la subasta.



2. OFERTAS NO RESPONSIVAS O INACEPTABLES

Al hacer su oferta, el licitador se limitará a ofrecer u ofertar lo que se le solicita dentro de las especificaciones y las condiciones establecidas en el pliego de subasta. Las especificaciones establecen requisitos mínimos. **Cualquier oferta que sobrepase las especificaciones solicitadas podrá ser aceptada, siempre y cuando no altere sustancialmente las características de los bienes, obras o servicios no profesionales solicitados en el pliego de subasta formal, de forma tal que pueda interpretarse como *competencia desleal*.**

La Junta de Subastas no considerará las ofertas que añadan o eliminen especificaciones o condiciones requeridas en el pliego de subasta, o que las alteren, modifiquen o varíen. Tampoco se considerarán las ofertas que contengan frases, párrafos o comentarios ambiguos, incompletos, indefinidos o que resten certeza a la oferta.

3. DESVIACIONES PERMISIBLES

La Junta de Subastas podrá aceptar desviaciones mínimas en las especificaciones, términos y condiciones de las ofertas recibidas, cuando:

- a. ningún licitador ofrezca el bien o servicio no profesional con las especificaciones requeridas;
- b. no se afecte el propósito original a que está destinada la subasta; y,
- c. el precio cotizado sea competitivo y comparable con el prevaleciente en el mercado.

La Junta de Subastas se reserva el derecho de obviar cualquier informalidad o diferencia de menor importancia en los términos y condiciones si cumple con el propósito para el que se solicitan y resulta beneficioso para el Gobierno de Puerto Rico. Las desviaciones no podrán afectar sustancialmente la calidad, capacidad o características esenciales de los artículos o servicios solicitados.

4. OFERTAS INCOMPLETAS

Ofertas en las que no se completen todos los encasillados incluidos en la “Tabla de Ofertar” podrán ser **rechazadas**. En caso de que el Licitador no desee ofertar para una partida particular, deberá anotar en el encasillado “N/B” – (NO BID).

5. VARIAS OFERTAS POR UN MISMO LICITADOR

No podrá un licitador o empresa comercial someter varias ofertas para una subasta, ya sea a nombre propio o bajo seudónimos, de alguna de sus subsidiarias o sucursales, de algunos o varios de sus socios, agentes, oficiales y entidades a que éstos pertenezcan, porque **se declararán nulas todas y cada una de las ofertas**.

6. RECHAZO GLOBAL

Se podrá rechazar cualquiera o todas las ofertas para una subasta formal en las situaciones siguientes:



- a. Cuando los licitadores no cumplan con alguno de los requisitos, especificaciones o condiciones estipuladas.
- b. Cuando los precios obtenidos sean irrazonables o los términos resulten onerosos para el Gobierno de Puerto Rico.
- c. Cuando las ofertas demuestren que los licitadores controlan el mercado del producto solicitado y se entienda que se han puesto de acuerdo entre sí para ofertar precios excesivos. En tal caso, se realizará el referido correspondiente al Departamento de Justicia.
- d. Si los intereses económicos del Gobierno de Puerto Rico pudiesen verse afectados o no existe el presupuesto necesario para cumplir con la obligación.

7. OFERTA LIMITADA

El licitador que entienda que **solamente puede sostener sus precios por un período de tiempo determinado, así lo hará constar en su oferta**, especificando el término (fecha exacta; día, mes y año) durante el cual sostiene o garantiza la misma. En cualquier caso, que el Licitador no especifique el término durante el cual garantiza su oferta, se entenderá que sostiene su oferta (precio ofertado) hasta la firma del contrato o la emisión de la orden de compra.

Se podrá **ejecutar la Fianza de Licitación** si expirado el término de diez (10) días laborables a partir de la notificación de la adjudicación, el licitador agraciado no presenta la Fianza de Ejecución. Además, se podrá ejecutar si el licitador agraciado se niega a firmar el contrato dentro de los diez (10) días laborables siguientes de habersele citado para ello.

8. COMPETENCIA ADECUADA

Todo licitador o persona interesada en participar de la presente subasta formal, **ACEPTA Y RECONOCE** que la ASG emite este pliego **para la reparación general de infraestructura de los Edificios E y H del Centro Médico, adscritos al Departamento de Salud del Gobierno de Puerto Rico.**

El licitador a quien se adjudique la “buena pro” de esta subasta formal no podrá ofrecer a ninguna entidad del Gobierno de Puerto Rico un precio menor al ofertado en este proceso de licitación para el mismo bien, obra o servicio no profesional.

III. CONDICIONES GENERALES

1. TRANSPORTACIÓN, ACARREO Y ENTREGA

Los precios ofertados **incluyen los gastos de transportación y acarreo** hasta la entrega final de los bienes o servicios en el lugar que designe la agencia peticionaria, **libre de cargo adicional para el Gobierno.**

No se autorizará ningún aumento al precio ofertado relacionado a transportación, acarreo y entrega de los bienes, obras o servicios después del término establecido para presentar ofertas. Ello implica que la Administración no considerará solicitudes de enmiendas a contratos u órdenes de compra, presentadas por los



licitadores, para aumentar el precio ofertado por dicho concepto (aumento en el mercado en los gastos asociados a transportación, acarreo y entrega) durante el término de la obligación, salvo lo dispuesto en el inciso 3 de la sección III de este pliego.

2. PRECIOS OFERTADOS

Toda persona ofertará basándose en **precios justos y razonables** de conformidad con el tipo de bien, obra o servicio no profesional que se licita.

Los precios ofrecidos por el Licitador **se mantendrán fijos durante la vigencia del contrato** que se otorgue y/o **durante la vigencia de la orden de compra que se emita**, y no estarán sujetos a cambios por aumento en el mercado o de cualquier otra índole, ya sean previsibles o no, salvo lo dispuesto en el inciso 3 de la sección III de este pliego.

3. AJUSTE DE PRECIO (ESCALATION CLAUSE)

Los precios ofrecidos podrán estar sujetos a cambios por fluctuaciones legales (arbitrios o impuestos), cargos de acarreo en el mercado, o aumento en el precio de la materia prima, siempre y cuando el licitador someta evidencia documentada acreditativa del aumento. El aumento en el precio establecido estará sujeto a la aprobación escrita de la Administración de Servicios Generales. Para disminuir precios bastará con la mera notificación escrita.

4. TÉRMINO DE ENTREGA

El Licitador deberá informar en su oferta el término en que se entregarán los bienes, en que se completarán las obras o se prestarán los servicios incluidos en su oferta indicando los días, semanas o meses. El licitador no podrá incluir ningún costo adicional al precio ofertado por concepto de gastos relativos a la entrega del bien adquirido, no obstante, deberá desglosar el detalle del precio ofertado.

Cuando un licitador indique que su término de entrega es “inmediato” se entenderá que es en las veinticuatro (24) próximas a la emisión de la orden de compra o de la orden de comienzo.

Las entidades requirentes podrán establecer el término de entrega de los bienes, obras y/o servicios licitados, de acuerdo con su necesidad.

La entrega de los bienes, obras o servicios no profesionales se efectuará dentro del término que haya ofertado el Licitador, **a partir del recibo de la orden de compra o de la emisión de la orden de comienzo para las obras de construcción.**

5. ALMACENAJE

En caso de que el licitador que venda al Gobierno de Puerto Rico tuviera que almacenar los suministros a entregar, el Gobierno no será responsable del precio que pague el licitador por concepto de almacenaje ni por las ganancias que deje de obtener.



6. ARBITRIOS

En proyectos de obras de construcción a ser realizadas en un lugar predeterminado (según establecido en el pliego), el licitador deberá considerar **dentro del precio ofertado**, los costos relacionados al pago de arbitrios, patentes o cualquier otro permiso necesario para la realización de la obra.

7. MUESTRAS

En caso de que la Junta de Subastas requiera muestras de los bienes ofertados, el Licitador tendrá tres (3) días laborables contados a partir de la solicitud para entregar físicamente en la Oficina de la Junta de Subastas, muestras representativas de los bienes ofertados.

Las muestras solicitadas se proveerán:

- a. Libre de costo para el Gobierno;
- b. Con las características en las especificaciones requeridas;
- c. Provistas del marbete original que identifica la marca del producto y en el envase y/o empaque comercial original;
- d. Acompañadas de la literatura del manufacturero.

En el caso que la muestra requerida no sea entregada por el Licitador dentro del término establecido, **será descalificado**.

Si dentro del proceso del examen de las muestras éstas se destruyen o se gastan, el Gobierno no responderá por el costo de éstas.

Si luego del examen, las muestras no se destruyen o no se gastan en su totalidad, el licitador viene obligado a recogerlas dentro de los diez (10) días de haber sido notificado por cualquier medio (teléfono y/o correo electrónico) para ello. Si transcurrido dicho término, el licitador no pasa a recoger las muestras, éstas pasarán a ser propiedad del Gobierno.

En caso del licitador agraciado, sus muestras podrán retenerse para la adecuada administración del contrato. En el caso que se le devuelvan éstas, el licitador agraciado tendrá que tenerlas disponible para inspección en cualquier momento durante la vigencia del contrato.

Las muestras sometidas a evaluación serán representativas del producto que se ofrece y estarán identificadas por renglón, partida, tipo, calidad, estilo y tamaño, así como el número de la subasta y el nombre del licitador.

8. GARANTÍA

Todo licitador deberá incluir con su oferta, copia fiel y exacta de la garantía, emitida por el manufacturero del producto y servicio, la cual detalle de forma clara y precisa el período específico o los términos aplicables a cada garantía, su vigencia, términos, sus limitaciones y condiciones, los trámites requeridos para reclamar la



garantía, el nombre de la entidad que proveerá el servicio de reemplazo, subsanación, corrección o reparación del producto o el servicio y los términos de entrega e instalación del producto o servicio.

La garantía del producto o servicio deberá detallar claramente qué incluye. El licitador se obligará a honrar la garantía suscrita con la oferta o propuesta, así como la garantía dispuesta por el manufacturero.

El licitador deberá asumir los costos relacionados a la garantía, incluidos los gastos de transporte o envío.

Se considerará de manera preferente la garantía prestada por un manufacturero de Puerto Rico a la garantía prestada por un manufacturero del exterior.

Todo licitador vendrá obligado a honrar al Gobierno de Puerto Rico la garantía del manufacturero, si alguna, independientemente de si se compra o no a través de un distribuidor.

En las “Especificaciones” y “Condiciones Especiales” de este pliego de subasta formal se podrá establecer la garantía mínima (periodo mínimo de garantía) que requiere la ASG para el bien, obra y/o servicio.

En la columna identificada como “Garantía” incluida en la Tabla de Ofertar, el licitador hará constar la garantía ofrecida para el bien, obra o servicio ofertado (qué incluye y el periodo de garantía): el licitador podrá ofrecer mayor garantía a la requerida por la ASG, pero no podrá ofrecer una garantía menor.

El ofrecimiento por parte del licitador de una garantía menor a la requerida por la ASG para el bien, obra y/o servicio, podrá conllevar el rechazo de la oferta.

En cualquier caso, que, en las “Especificaciones” y “Condiciones Especiales” de este pliego de subasta formal la ASG no establezca garantía mínima para el bien, obra y/o servicio, SERÁ OBLIGACIÓN DEL LICITADOR detallar en la Tabla de Ofertar la garantía incluida para el bien, obra y/o servicio ofertado.

En cualquier caso, que, en las “Especificaciones” y “Condiciones Especiales” de este pliego de subasta formal la ASG se establezca garantía mínima para el bien, obra y/o servicio, y el licitador no indique un término distinto en la Tabla de Ofertar, se entenderá que con la firma de la Oferta acoge dicha garantía mínima como suya.

SERÁ OBLIGACIÓN DEL LICITADOR detallar en la Tabla de Ofertar la garantía incluida para el bien, obra o servicio ofertado en término de días, meses, semanas o años.

9. EVALUACIÓN Y ADJUDICACIÓN

A. EVALUACIÓN

Al evaluar las ofertas el Especialista de Compras y Subastas y/o el Comité Evaluador de Subastas podrán tomar en consideración los siguientes criterios:



- a. La exactitud con la cual el licitador ha cumplido con las especificaciones, los términos y las condiciones del pliego de la subasta formal.
- b. La calidad de los bienes, obras y servicios no profesionales ofrecidos y cómo éstos cumplen con las especificaciones y satisfacen las necesidades establecidas. En las situaciones en que se efectuaron pruebas con muestras suministradas por el licitador, se incluirá la evaluación de la muestra del bien entre los aspectos de este criterio de calidad.
- c. Si el precio es competitivo y comparable con el prevaleciente en el mercado. Además, aplicará el porcentaje (%) de preferencia establecido si la persona o la entidad ha presentado una Resolución de la Junta para la Inversión en la Industria Puertorriqueña o cualquier documento acreditativo de preferencia, según dispuesto en leyes preferenciales.
- d. La experiencia del licitador para llevar a cabo trabajos de la naturaleza bajo consideración en obras y servicios no profesionales.
- e. El término de entrega más próximo.
- f. La capacidad económica y financiera, así como la trayectoria y experiencia previa del licitador para proveer estos servicios o bienes y cumplir con los términos de entrega y garantías del producto o servicio.
- g. El período específico o los términos aplicables a cada garantía, sus limitaciones y condiciones, los pasos requeridos para reclamar la garantía, qué entidad proveerá el servicio de reemplazo, subsanación, corrección o reparación del bien o el servicio.
- h. Si el licitador es empresa minoritaria o de mujeres, u otra para la cual se deba considerar bajo cualquier ley aplicable.
- i. Cualquier otro criterio pertinente que represente el mejor valor para el Gobierno de Puerto Rico.

La Junta de Subastas examinará y evaluará todas las ofertas presentadas antes de adjudicar la subasta. En cualquier momento durante el periodo de evaluación, la Junta por medio de la Secretaría de la Junta podrá comunicarse con los licitadores o citar a reuniones públicas para obtener aclaraciones sobre las ofertas. Esto se hará constar en el expediente. El propósito de estas aclaraciones no es obtener información adicional que no se presentó originalmente en la oferta, sino obtener una mejor comprensión del contenido proporcionado.

La evaluación o recomendación del Especialista en Compras y Subastas y/o del Comité Evaluador formará parte del expediente de la subasta.

La Junta de Subastas no estará obligada a acoger la evaluación y recomendación del Especialista en Compras y Subastas o del Comité Evaluador, si a su entender esta no representa el mejor valor para el Gobierno de Puerto Rico, y así lo hará constar en su Resolución de Adjudicación.



La Junta de Subastas adjudicará la *buena pro* al licitador responsivo que haya ofertado el mejor valor. **El mejor valor no necesariamente será la oferta o propuesta que presente el más bajo costo o precio.**

B. ADJUDICACIÓN

Una vez adjudicado un asunto ante la consideración de la Junta de Subastas, se notificará la determinación final mediante Resolución o Aviso de Adjudicación. La Resolución de Adjudicación será notificada adecuadamente, mediante correo federal certificado con acuse de recibo o correo electrónico, a todas las partes que tengan derecho a impugnar tal determinación, entiéndase, a todos los licitadores presentaron oferta. Cuando se notifique por correo electrónico, se utilizará el correo electrónico dispuesto por el licitador en el Anejo I. Cuando no se haya establecido correo electrónico en el Anejo I, se notificará al correo electrónico utilizado por el licitador para someter la oferta.

La notificación de la adjudicación de la subasta **no constituirá un acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente o se emita una orden de compra.**

10. COMPROMISO POR ADJUDICACIÓN

Ningún Licitador estará autorizado a entregar bienes, realizar obras u ofrecer servicios sin haberse otorgado un contrato o sin que se haya emitido una orden de compra o ambos, según determinado por la ASG.

No se considerará al Gobierno de Puerto Rico comprometido ni de ningún modo obligado por adjudicación alguna, hasta tanto se haya formalizado el correspondiente contrato o se haya emitido la orden de compra, o ambos, según determinado por la ASG.

11. REVISIÓN ADMINISTRATIVA

La parte adversamente afectada por una decisión de la Junta de Subastas podrá, dentro del término de veinte (20) días a partir del depósito en el correo federal o correo electrónico notificando la adjudicación de la subasta, presentar una solicitud de revisión ante la Junta Revisora de Subastas de la Administración de Servicios Generales.

Si la fecha de archivo en autos de la copia de la notificación de la determinación final de la adjudicación es distinta a la del depósito en el correo federal o correo electrónico, el término se calculará a partir de la fecha del depósito en el correo federal o del correo electrónico.

a) Notificación de la Presentación de Revisión Administrativa

La parte recurrente notificará copia de la solicitud de revisión administrativa a la Administración de la ASG y a la Junta de Subastas. Simultáneamente, notificará también al proveedor que obtuvo la buena pro en la subasta. Este requisito es de carácter jurisdiccional. En el propio escrito de revisión, la parte recurrente certificará a la Junta Revisora su cumplimiento con este requisito. La notificación



deberá hacerse por correo certificado con acuse de recibo y correo electrónico. La parte recurrente deberá notificar, además, a todos los licitadores que participaron de la subasta.

12. CANTIDADES A SER COMPRADAS

La orden de compra emitida indicará las cantidades específicas de los bienes, obras o servicios a ser adquiridos.

13. MODO DE FACTURAR

Toda factura para el cobro de bienes, obras o servicios que se presente ante las agencias deberá contener la siguiente certificación:

Bajo pena de nulidad absoluta certifico que ningún servidor público (del Gobierno de Puerto Rico o indicar nombre de la agencia que emite le orden de compra) 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 de la (agencia que emite la orden de compras). 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.

14. PAGOS

Las agencias procesarán el pago conforme a lo dispuesto en la Carta Circular 1300-02-10 del Departamento de Hacienda, la cual establece que “será responsabilidad de las agencias exigirle al proveedor que entregue las facturas en o antes de diez (10) días después de la finalización, período o fecha de entrega del bien o servicio”.

15. LEY DE PREFERENCIA

En todo proceso de compra la ASG y la Junta de cumplirán cabalmente con las políticas de preferencia, consagradas en las siguientes disposiciones legales:

- Ley 14-2004, según enmendada, conocida como “Ley para la Inversión de la Industria Puertorriqueña”;
- Ley 129-2005, según enmendada, conocida como “Ley de Reservas en las Compras del Gobierno del Estado Libre Asociado de Puerto Rico”;
- Ley 253-2006, conocida como “Ley de Contratos de Selección Múltiple en los Procesos de Compras”;
- Ley 42-2018, según enmendada, conocida como “Ley de Preferencia para Contratistas y Proveedores Locales de Construcción”.

a. USO DEL POR CIENTO DE PREFERENCIA: El Licitador que interese se le reconozca el por ciento (%) de preferencia asignado, presentará la resolución vigente otorgada por la Junta de Inversión en



la Industria Puertorriqueña, por la Compañía de Comercio y Exportación de Puerto Rico o cualquier otro organismo rector juntamente con su oferta, en aras de validar su preferencia. La resolución deberá disponer el renglón o renglones a los cuales se les ha concedido la preferencia.

b. CESIÓN DEL POR CIENTO DE PREFERENCIA: La empresa que haya obtenido el por ciento de preferencia por concepto de manufactura para alguno de sus productos, podrá cederlo a sus agentes establecidos en Puerto Rico mediante carta notariada en la que indique expresamente que le está cediendo a cada agente el por ciento de preferencia otorgado para dicho producto por la Junta de Inversión en la Industria Puertorriqueña o cualquier otro organismo rector. Dicha carta tendrá que estar aprobada y sellada con el sello oficial de la entidad gubernamental que la emite.

c. APLICACIÓN DEL POR CIENTO DE PREFERENCIA: Se aplicará el por ciento (%) de preferencia a los precios ofertados por el licitador para los bienes, obras o servicios.

d. RESOLUCIÓN EMITIDA ACTUALIZADA: En toda compra que se realice bajo un contrato u orden de compra producto de este pliego de subasta, el Licitador que haya obtenido un por ciento (%) preferencial para sus productos, deberá presentar al momento de cada compra, la resolución vigente emitida por la Junta de Inversión en la Industria Puertorriqueña, por la Compañía de Comercio y Exportación de Puerto Rico, o cualquier otro organismo rector. De no presentar la resolución vigente, no podrá disfrutar de los beneficios de dichas leyes.

16. FIANZAS Y/O GARANTÍAS

a. FIANZA DE LICITACIÓN ("*Bid Bond*")

La fianza de licitación será un respaldo provisional que prestará el Licitador con el propósito de asegurarle al Gobierno de Puerto Rico que habrá de sostener su oferta durante todo el procedimiento de la subasta.

Para esta subasta formal se requiere una **fianza de licitación de un cinco por ciento (5%) del precio total de la oferta presentada por el licitador**. Ni la Junta de Subastas ni la ASG aceptarán una fianza por un monto menor al aquí establecido o a nombre de otra entidad distinta a la Administración de Servicios Generales o Secretario de Hacienda, según sea el caso. Si la fianza de licitación se presenta a través de una compañía de seguros, la fianza se emitirá a favor de la Administración de Servicios Generales; si la fianza de licitación se presenta mediante cheque certificado o giro postal, se emitirá a favor del Secretario de Hacienda.

La fianza de licitación se presentará simultáneamente con la oferta sometida por el licitador físicamente; **en cualquier caso, que el licitador no presente el documento y/o instrumento acreditativo de la fianza de licitación en ORIGINAL y FIRMADO será descalificado.**

El incumplimiento de este requisito dará lugar al rechazo de la oferta y la descalificación del licitador.



Cuando se suscriba el contrato o se emita la orden de compra, según aplique, la Junta de Subastas, devolverá todas las fianzas de licitación presentadas, incluida la del licitador agraciado a quien se le haya adjudicado la “buena pro”.

La ASG podrá ejecutar la Fianza de Licitación si expirado el término de diez (10) días laborables a partir de la notificación de la adjudicación, el licitador agraciado no presenta la Fianza de Ejecución. Además, se podrá ejecutar si el licitador agraciado se niega a firmar el contrato dentro de los diez (10) días laborables siguientes de habersele citado para ello.

b. FIANZA DE EJECUCIÓN ("*Performance Bond*")

El Licitador a quien se adjudique la “buena pro” de la subasta formal, deberá presentar una fianza de ejecución en **ORIGINAL** ante la Junta de Subastas, **no más tarde de los diez (10) días laborables siguientes a la notificación de la adjudicación.**

Dicha fianza garantizará la ejecución del contrato u orden de compra, según aplique.

Para esta subasta se requiere una **Fianza de Ejecución del cien (100) por ciento de la oferta adjudicada.** Ni la Junta de Subastas ni la ASG no aceptará una fianza por un monto menor al aquí establecido o a nombre de otra entidad distinta a la Administración de Servicios Generales o Secretario de Hacienda, según sea el caso. Si la fianza de ejecución se presenta a través de una compañía de seguros, la fianza se emitirá a favor de la Administración de Servicios Generales; si la fianza de ejecución se presenta mediante cheque certificado o giro postal, se emitirá a favor del Secretario de Hacienda.

Se podrá ejecutar la Fianza de Ejecución si transcurrido el término dispuesto en la oferta, el licitador agraciado no entrega los bienes, no honra las garantías o no cumple las obligaciones según contratadas, por causas imputables a éste. En adición, el licitador tendrá que responder económicamente por la diferencia en precio se adjudique en segunda instancia o del precio que se obtenga mediante compra excepcional. Si la fianza no cubre dicho exceso, se reclamará el balance al licitador concernido.

17. PENALIDAD POR ENTREGA TARDÍA DE BIENES O EN LA RENDICIÓN DE SERVICIOS NO PROFESIONALES

El licitador con quien la Administración o cualquier entidad gubernamental perfeccione un contrato o al licitador a quien se emita una orden de compra, vendrá obligado a suministrar el bien mueble o servicio ordenado de conformidad con los términos de entrega, especificaciones y otras condiciones estipuladas. Habido incumplimiento del contrato de parte del licitador por retraso en la entrega del bien mueble o servicio no profesional contratado, la Oficina de Finanzas, al momento de tramitar el pago, podrá hacer un descuento del medio por ciento del valor del contrato incumplido por cada día laborable de retraso; entendiéndose que en ningún momento el importe total a ser descontado por daños y perjuicios excederá el diez por ciento (10%) del importe del contrato para la partida correspondiente. Igualmente, la fianza que garantiza la ejecución del contrato responderá del pago de daños y perjuicios.



La penalidad por entrega tardía de un proyecto de obra de construcción se fijará según dispone el Reglamento Núm. 9230, *supra*.

18. PENALIDADES AL LICITADOR POR INCUMPLIMIENTO DE CONTRATO

El Administrador de la ASG, ante el incumplimiento de contratos y determinación de falta de responsabilidad económica o de otra índole por parte de los contratistas, podrá imponer las penalidades o medidas que estime adecuadas para la protección del interés público, incluyendo, pero sin limitarse a: la confiscación de la fianza o fianzas depositadas en garantía, y; la eliminación del Registro Único de Licitadores (RUL) por el tiempo que estimare pertinente, el nombre de cualquier persona natural o jurídica que incumpliere un contrato o que en otra forma incurra en violación a los términos de la orden.

Además, la ASG se reserva el derecho de aplicar cualesquiera otras sanciones, según provistas en el Reglamento antes mencionado, en la Ley 73-2019, según enmendada, así como también, las pactadas en el contrato otorgado u orden de compra emitida.

Las medidas tomadas en caso de incumplimiento serán impuestas solamente por la ASG, previa investigación de los hechos, mediando notificación adecuada y en observancia del debido proceso de ley.

19. CANCELACIÓN DE ORDEN DE COMPRA POR NEGATIVA A ENTREGAR LOS BIENES, NEGATIVA A REALIZAR LA OBRA O NEGATIVA A PRESTAR LOS SERVICIOS CONTRATADOS

Si el licitador se niega a entregar los bienes ordenados, se niega a realizar la obra contratada o se niega a prestar los servicios contratados, la Administración podrá cancelar la orden de compra o contrato relacionado. También podrá emitir una nueva orden de compra u otorgar un contrato que considere los mismos bienes, obras o servicios a favor de otro licitador, sin perjuicio de la aplicación de cualesquiera otras medidas dispuestas en otras disposiciones legales relacionadas a incumplimiento contractual.

20. CERTIFICACIONES

El licitador deberá incluir con su oferta, **según sea requerido en este pliego de subasta formal**, aquellas certificaciones o licencias necesarias requeridas para suplir los bienes, realizar las obras y/o realizar las prestaciones de servicios considerados en las especificaciones.

Todo licitador deberá cumplir con lo siguiente:

A. CÓDIGO DE ÉTICA PARA CONTRATISTAS:

Todo Licitador deberá cumplir con lo establecido en la Ley Núm. 2-2018, según enmendada, conocida como **“Código Anticorrupción para el Nuevo Puerto Rico”**. Será requisito indispensable para contratar con el Gobierno que toda persona se comprometa a regirse por las disposiciones del Código de Ética establecido en la ley de referencia.



Además, la persona natural o jurídica que desee participar de la adjudicación de una subasta o en el otorgamiento de algún contrato, con cualquier agencia o instrumentalidad gubernamental, corporación pública, municipio, o con la Rama Legislativa o Rama Judicial, para la realización de servicios o la venta o entrega de bienes, **someterá una declaración jurada**, ante notario público, en la que informará si la persona natural o jurídica o cualquier presidente, vicepresidente, director, director ejecutivo, o miembro de una junta de oficiales o junta de directores, o personas que desempeñen funciones equivalentes para la persona jurídica, ha sido convicta o se ha declarado culpable de cualquiera de los delitos enumerados en la Sección 6.8 de la Ley 8-2017, según enmendada, conocida como “Ley Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico”, o por cualquiera de los delitos contenidos en dicho Código. **La declaración jurada se deberá someter solo en aquellos casos donde el licitador no este registrado en el RUL o no tenga el RUL vigente.**

Cualquier persona, sea natural o jurídica, que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “*Ley Orgánica de la Oficina de Ética Gubernamental*”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “*Código Penal de Puerto Rico*”, por cualquiera de los delitos tipificados en el Código o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo sin limitarse los delitos mencionados en la Sección 6.8 de la Ley 8-2017, estará inhabilitada de contratar o licitar con cualquier agencia ejecutiva del Gobierno de Puerto Rico por el término aplicable bajo el Artículo 6.8 de la Ley 8-2017. Cuando no se disponga un término, la persona quedará inhabilitada por diez (10) años contados a partir de la fecha en que termine de cumplir la sentencia.

Todo contrato deberá incluir una cláusula de resolución en caso de que la persona que contrate con las agencias ejecutivas resultare convicta, en la jurisdicción estatal o federal, por alguno de los delitos que le inhabilitan para contratar bajo el inciso anterior. En los contratos se certificará que la persona no ha sido convicta, en la jurisdicción estatal o federal, por ninguno de los delitos antes dispuestos. **El deber de informar será de naturaleza continua durante todas las etapas de contratación y ejecución del contrato.**

Todo Licitador queda sujeto a las **sanciones y penalidades establecidas en el Artículo 3.7. — Sanciones y penalidades de la Ley 2-2018**, según enmendada. (3 L.P.R.A. § 1883f) o cualquier otra ley que la sustituya.

B. CÁNONES DE ÉTICA DE SU PROFESIÓN:

Toda persona deberá observar las máximas y los principios de excelencia y honestidad que cobijan su profesión, además de las normas o cánones éticos de la asociación o colegio al cual pertenece y que reglamenta su oficio o profesión, tanto en la relación con sus competidores como con el Gobierno de Puerto Rico.

En el caso de personas que no pertenezcan a un colegio o asociación, o en el caso de asociaciones y colegios que no posean un Código de Ética para sus miembros, deberán observar los principios generales de conducta ética que se consideran razonables en su profesión u oficio.



21. COLABORACIÓN INVESTIGATIVA

Toda persona, licitador o contratista colaborará con cualquier investigación que inicie el Gobierno estatal o federal sobre transacciones de negocios u otorgación de contratos o concesión de incentivos gubernamentales, del cual fue parte o se benefició directa o indirectamente.

22. CLÁUSULA ANTIDISCRIMEN

Ni la Junta de Subastas ni la ASG discriminan por razón de raza, color, género, origen o condición social, ideas políticas o religiosas, edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acecho, condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial.

23. COMUNICACIONES Y ANUNCIOS

Se advierte a todos los licitadores y personas naturales o jurídicas interesadas en participar en este proceso de subasta formal que **está prohibido tener contacto con relación a esta subasta con los funcionarios o empleados de la Junta de Subastas y de la ASG, así como de la Administración Auxiliar de Adquisiciones y de la Oficina de Compras**, luego de concluida la reunión pre-subasta y hasta que esta subasta sea adjudicada por la Junta. El incumplir con lo anterior resultará en el rechazo de la oferta.

Comunicaciones con otros representantes del Gobierno respecto a cualquier asunto relacionado a esta subasta formal está prohibido durante todo el proceso de licitación. Cualquiera que incumpla con lo antes indicado, será descalificado y podrá conllevar cualquier otra penalidad impuesta por leyes o reglamentos aplicables.

Toda comunicación se efectuará por medio del siguiente correo electrónico: juntadesubastas@asg.pr.gov.

El licitador deberá enviar toda duda o pregunta relacionada a esta subasta al siguiente correo electrónico: preguntas@asg.pr.gov.

Cualquier información o anuncio relacionado con esta subasta formal será publicado por la Junta de Subastas a través de la página cibernética de la ASG y notificado mediante correo electrónico a los licitadores hábiles para participar del proceso. Toda información, anuncio público o enmienda relacionada a esta subasta se hará por escrito con las debidas autorizaciones de la ASG y la Junta de Subastas y emitidos por la Junta.

IV. FORMALIZACIÓN DE CONTRATO CON LA ADMINISTRACIÓN DE SERVICIOS GENERALES

1. FORMALIZACIÓN DEL CONTRATO

En relación a la subasta formal de referencia, la ASG formalizará un contrato. La oferta del licitador agraciado y lo dispuesto en el pliego de la subasta formal constituirá la base del contrato entre el licitador agraciado y la ASG. El contrato se formalizará tan pronto la ASG reciba las garantías y/o fianzas requeridas del licitador.



2. RENEGOCIACIÓN DE LOS PRECIOS, TÉRMINOS Y CONDICIONES DEL CONTRATO (NO LIMITADA A EXTENSIONES DE VIGENCIA DE CONTRATO)

Los precios ofrecidos por el licitador **se mantendrán fijos** durante la vigencia del contrato que se otorgue y no estarán sujetos a cambios por aumento en el mercado o de cualquier otra índole, ya sean previsibles o no, **salvo lo dispuesto en el inciso 3 de la sección III de este pliego de subasta formal.**

Ningún comprador de entidad alguna (incluida la ASG), está autorizado a renegociar los precios, términos y condiciones establecidos en el contrato.

Como excepción, la Administradora de la ASG, *motu proprio* o a petición de licitador interesado, podrá autorizar enmiendas a los precios, términos y condiciones establecidos en cualquier contrato, de existir **justa causa** para ello, durante la vigencia del contrato. La ASG realizará el análisis correspondiente para determinar si procede la enmienda propuesta. Los fundamentos que amparan las correspondientes enmiendas deberán constar en escrito relacionado.

3. NEGATIVA A FORMALIZAR EL CONTRATO

La ASG podrá ejecutar la Fianza de Licitación si el licitador agraciado **se niega a firmar el contrato, una vez convocado para ello por parte de la Oficina de Contratos de la ASG.**

4. VIGENCIA DEL CONTRATO

La Administración podrá celebrar cualquier procedimiento de subasta formal con el objetivo de otorgar un contrato, bajo cuyos términos y condiciones, se podrán levantar órdenes de compra relacionadas.

El contrato que se formalice bajo esta subasta tendrá una vigencia de **NO APLICA**, contados a partir de su otorgamiento.

La Administración podrá autorizar enmendar el contrato a los fines de extender su vigencia cumpliendo con lo dispuesto en la Sección 7.3.25 del Reglamento Núm. 9230, *supra*. El suplidor será informado por escrito y con anticipación a la fecha de vencimiento del contrato de la intención de extender éste por parte de la ASG. Las enmiendas se harán mediante escrito de “Enmienda” y deberá contar con las firmas de las partes.

5. ALCANCE DEL CONTRATO

El contrato que se otorgará bajo esta subasta formal cubrirá las necesidades de la agencia requirente, entidades gubernamentales y entidades exentas del Gobierno de Puerto Rico, según definidas en la Ley 73, *supra*. También cubrirá las necesidades de los municipios. El suplidor no podrá negarse a ofrecer los servicios a ninguna entidad gubernamental, exenta y municipios.



6. INSTRUCCIONES DE USO DEL CONTRATO

Al adjudicarse la subasta por la Junta de Subastas, la Administración Auxiliar de Adquisiciones (Unidad de Contratos) formalizará un contrato entre las partes. La Administración Auxiliar de Adquisiciones orientará a los compradores sobre el uso del contrato mediante las “Instrucciones de Uso de Contrato”. Las referidas instrucciones incluirán los mismos términos y condiciones que surgen del pliego de la subasta formal y la tabla de ofertar. Las instrucciones constituirán una guía de uso exclusivamente para los compradores.

V. RESCISIÓN DEL CONTRATO

Ningún jefe de agencia gubernamental o instrumentalidad del Gobierno, corporación pública, municipio, o de la Rama Legislativa o Rama Judicial, adjudicará subasta u otorgará contrato alguno para la realización de servicios o la venta o entrega de bienes, a persona natural o jurídica que haya sido convicta o se haya declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos dispuestos en la Ley 2, *supra*, según enmendada. Esta prohibición de adjudicar subastas u otorgar contratos, se extiende a aquellas personas jurídicas cuyos presidentes, vicepresidentes, directores, directores ejecutivos, o miembros de su Junta de Oficiales o Junta de Directores, o persona que desempeñe funciones equivalentes, haya sido convicto o se haya declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos, según enumerados en la referida Ley.

La prohibición para la contratación, subcontratación o adjudicación de una subasta contenida en la Ley 2, *supra*, tendrá una duración de veinte (20) años, a partir de la convicción correspondiente en casos por delito grave, y una duración de ocho (8) años en casos por delito menos grave.

La convicción o culpabilidad por cualquiera de los delitos enumerados en la Ley 2, *supra*, conllevará, además de cualesquiera otras penalidades, la rescisión automática de todos los contratos vigentes a esa fecha entre la persona convicta o declarada culpable y cualesquiera agencias o instrumentalidades del Gobierno estatal, corporaciones públicas, municipios, la Rama Legislativa o la Rama Judicial. Además de la rescisión del contrato, el Gobierno tendrá derecho a exigir la devolución de las prestaciones que hubiese efectuado con relación al contrato o contratos afectados directamente por la comisión del delito.

VI. ESPECIFICACIONES

Las especificaciones incluidas en este pliego de subasta formal son el conjunto de características físicas, funcionales, estéticas y de calidad de cada uno de los bienes, obras y/o servicios que se solicitan, los cuales sirven de guía para describir detalladamente lo que se solicita. Los licitadores vienen obligados a cumplir cabalmente con cada uno de los detalles incluidos en las especificaciones.

El Licitador deberá cumplir con las Especificaciones incluidas en los documentos de esta subasta.



VII. CONDICIONES E INSTRUCCIONES ESPECIALES

1. **Todos los licitadores tienen que cumplir con las especificaciones, el alcance de trabajo (Anejo V) y regulaciones dispuestas en este Pliego.**
2. El Contratista deberá tener vigente la póliza de Corporación del Fondo del Seguro del Estado (CFSE).
3. El Contratista deberá tener la póliza de Responsabilidad Pública vigente y que respalde este proyecto (endosos).
4. El Contratista tendrá que entregar al Departamento de Salud los submittals que le sean requerido para su aprobación previo al inicio de los trabajos.
5. **El licitador tendrá que establecer con su oferta el término para completar los trabajos, el cual comienza a contar a partir de la orden de comienzo. El término de entrega podrá ser un factor determinante al momento de adjudicar.**
6. El Contratista tendrá que cumplir con las leyes y regulaciones ambientales, según aplique.
7. Los Licitadores son responsables de los árbitros, impuestos municipales y estatales.
8. El Contratista será responsable de conseguir el permiso de construcción por parte de la Oficina de Gerencia de Permiso (OGPe), según aplique.
9. El Contratista es responsable del estricto cumplimiento con las provisiones legales y reglamentarias que forman parte de este Pliego y cualquier otra reglamentación, regulación o certificación requerida o impuesta por el Gobierno federal para proyectos sufragado con fondos federales.
10. **Los licitadores deberán entregar junto con su oferta evidencia de su registro en <http://sam.gov/SAM/>.**
11. El Gobierno no es responsable por pérdidas en casos de emergencias por fuerzas mayores.
12. Los licitadores deberán tomar las correspondientes medidas de los trabajos a realizarse durante la inspección ocular. Las medidas provistas son aproximadas.
13. Cualquier rotura por parte del Contratista a facilidades públicas o privadas existentes serán reparadas sin costo al dueño o a la Agencia Requirente.
14. Empleados en el área de proyecto, deben cumplir con las regulaciones de OSHA. EPP (capacete, gafas, guantes, zapatos de seguridad, etc.) son requeridos en todo momento dentro de la obra. Referencia: OSHA 1926.96/ OSHA 1926.100/ OSHA 1926.102(a)(2) / 42 CFR Parte 84/ OSHA 1926.502/ OSHA 1926.52.
15. Supervisor o persona a cargo de la obra debe tener como mínimo un adiestramiento de OSHA de 30hrs.
16. Empleados en área de proyecto deben uniformados e identificada con el nombre de la compañía a la cual representan.
17. Proyectos con 10 empleados o más, deberán tener un inspector de seguridad ocupacional en el área a tiempo completo.
18. Renta de equipos necesarios para realizar las tareas deben ser considerados en esta propuesta. (Aerial Lift, Boom Lift, Boom Trucks, Andamios etc.).
19. El Contratista mantendrá las áreas de trabajo limpias en todo momento. No se permitirá la disposición de desperdicios en los contenedores de basura de las facilidades. Se deberá considerar la renta de un “dumpster” para basura generada en el proyecto. Los desperdicios deberán ser removidos periódicamente fuera de las facilidades. Se requerirá manifiesto por cada disposición.
20. Se deberá considerar la preparación de rotulo 4 x 8 con descripción de la obra. El rótulo tendrá que incluir el logo de la Agencia Requirente, de la ASG y del Gobierno de Puerto Rico, así como cualquier otro requerido por la Agencia Requirente.
21. El transporte, almacenamiento y resguardo de todos los materiales será responsabilidad del contratista.



22. El trabajo debe cumplir con los Códigos de Construcción aplicable. Los trabajos que no cumplan con los Códigos se considerarán inaceptables.
23. La Agencia Requirente se reserva el derecho a detener los trabajos para la protección de los empleados.
24. Todos los servicios de licitación y/o adquisiciones deberán realizarse de conformidad con lo establecido en 2 C.F.R. 200,318-200,326.
- 25. Este proyecto esta sufragado en todo o en parte por fondos federales, por lo que el contratista tendrá que cumplir con todas las leyes y regulaciones aplicables, incluyen el pago de salario mínimo para las obras de reconstrucción.**
26. El Contratista Agraciado tendrá que someter a la Agencia Requirente la documentación certificada del pago de nómina de sus empleados.
27. El Contratista Agraciado tendrá que realizar la obra en cumplimiento con las condiciones establecidas por "FEMA's Record of Enviromental Considerations" y con las leyes y ordenes ejecutivas para la preservación ambiental y de estructuras históricas.
- 28. Los licitadores tendrán que indicar en su oferta el término de garantía en expresión de días, semanas, meses o años. El término de garantía incluirá la mano de obra y los materiales. El contratista agraciado prestará directamente la garantía. El contratista agraciado tendrá un término de siete (7) días laborables contados a partir de que la Agencia Requirente le someta la reclamación por escrito para evaluarla y proceder con los arreglos correspondientes.**
29. El Contratista deberá entregar un "schedule" detallado del proyecto junto con la estrategia de implementación a la Agencia Requirente previo a la orden de comienzo para su aprobación. El "schedule" tiene que cumplir con el término de entrega dispuesto por el Contratista en su oferta.
- 30. Los materiales a utilizarse deben cumplir con el "Buy American Act".**



Administración de Servicios Generales
Gobierno de Puerto Rico

Anejo I

OFERTA DEL LICITADOR

Fecha: _____

Nombre Compañía / No. Licitador

[] Negocio privado , [] Corporación, o [] Asociación, por la presente somete su oferta.

Seguro Social Patronal: _____

Hacemos constar que hemos leído todas las instrucciones, términos, condiciones, enmiendas, notificaciones, minutas y cláusulas del pliego de subastas; que entendemos y aceptamos cumplir con todas las cláusulas contenidas en éstos y en el contrato. Asimismo, certificó que sostendré mi oferta durante todo el proceso de licitación y hasta que cumpla con la entrega de los bienes, la finalización de la obra o se presten los servicios adjudicados.

La dirección sometida con esta oferta es la dirección donde recibimos nuestra correspondencia.

Yo, _____, CERTIFICO que estoy autorizado a firmar esta oferta y mi nombre y firma constan registradas en el Registro de Licitadores.

Nombre en letra de molde

Firma

Puesto o cargo que ocupa

Dirección Postal:

Dirección Física:

Número de Teléfono y Fax:

Correo Electrónico:

Corporación Foránea

Nombre del Agente Residente

Dirección

Número de Teléfono y Fax



ANEJO II

Administración de Servicios Generales
Gobierno de Puerto Rico

Yo, _____, en mi carácter personal, mayor de edad,
(nombre y apellidos)
_____, y vecino de _____,
(estado civil) (profesión) (ciudad) (país o estado)

CERTIFICO LO SIGUIENTE:

1. Que mi nombre y demás circunstancias personales son las anteriormente expresadas.
2. Que comparezco como dueño de negocio de tipo individual.
3. Que el nombre comercial de mi negocio (D/B/A, *si aplica*), es el siguiente,
_____.

4. Que el propósito del negocio individual que represento es proveer los siguientes bienes, obras y/o servicios profesionales o no profesionales: (*escriba a que se dedica*)

5. Que las siguientes personas, **cuyas firmas aparecen en el presente documento más adelante**, están autorizadas a nombre y en representación del negocio, a firmar las ofertas que se sometan como parte de los procesos de compra de bienes y servicios profesionales y no profesionales que se lleven a cabo por las distintas agencias, corporaciones públicas y municipios del Gobierno de Puerto Rico.
6. Que **las firmas de las personas que constan en el presente documento** obligan al negocio que represento en todos los procesos de compra de bienes y servicios profesionales o no profesionales realizados por las agencias de la Rama Ejecutiva del Gobierno de Puerto Rico, corporaciones públicas y municipios. De igual forma, dichas personas están autorizadas a firmar ofertas y suscribir todo tipo de documento requerido como parte de dicha comparecencia.



Nombre y Apellidos	Posición	Firma

7. Que suscribo la presente Certificación con el propósito de cumplir con uno de los requisitos para ingresar al Registro Único de Licitadores (RUL) o al Registro Único de Proveedores de Servicios Profesionales (RUP) y para cualquier otro propósito administrativo o legal pertinente.

Y PARA QUE ASÍ CONSTE, firmo la presente certificación en _____,
(ciudad)
_____, hoy _____ de _____ de 20_____.
(país o estado)

FIRMA

Afidávit Número: _____

JURADA Y SUSCRITA ante mí por _____, de las circunstancias personales antes mencionadas, en su carácter de _____ de la _____ (tipo de negocio) y a quien identifiqué mediante _____.

En _____, _____, hoy _____ de _____ de 20____.

Nombre del (de la) Notario(a)

Firma del (de la) Notario(a)

**RESOLUCIÓN CORPORATIVA**(no se aceptará Declaración Jurada que tenga
borrones, tachaduras o corrector)**ANEJO III**

Yo _____, mayor de edad, (estado civil) _____, (profesión) _____, y vecino de _____, en calidad de _____ de la (tipo de negocio) _____, certifico, que en reunión celebrada el día _____ de _____ de 20____, a la cual asistió el quórum reglamentario, se resolvió autorizar a las personas nombradas a continuación, para que cualquiera de ellas, a nombre y en representación de esta Corporación, puedan comparecer a los procesos de compra de bienes y servicios no profesionales realizados por las agencias de la Rama Ejecutiva del Gobierno de Puerto Rico, corporaciones públicas y municipios, así como firmar ofertas y suscribir contratos y todo tipo de documento requerido como parte de dicha comparecencia, por lo que sus firmas, las cuales se hacen constar en este documento, obligan a esta (tipo de negocio) _____.

Nombre y Apellido	Posición	Firma

En mi carácter de _____ de la (tipo de negocio) _____, certifico, además, que la Resolución arriba transcrita no ha sido revocada, anulada o enmendada en forma alguna y que se mantiene vigente con toda su fuerza y vigor.

PARA QUE ASÍ CONSTE, firmo la presente y estampo el sello de la _____ (tipo de negocio).

En _____, hoy ____ de _____ de 20____.

Firma del (de la) Declarante

Sello Negocio

AFIDÁVIT

Afidávit Número: _____

JURADA Y SUSCRITA ante mí por _____, de las circunstancias personales antes mencionadas, en su carácter de _____ de la _____ (tipo de negocio) y a quien identifico mediante _____.

En _____, hoy ____ de _____ de 20____.

Nombre del (de la) Notario(a)

Firma del (de la) Notario(a)

Sello Notarial

**ATTACHMENT IV****PROVISIONS REQUIRED IN ANY FEDERALLY SUBSIDIZED CONTRACT (2 CFR § 200.326 AND 2 CFR PART 200, APPENDIX II), AND GRANTS AWARDED BY THE UNITED STATES (HUD) HOUSING AND URBAN DEVELOPMENT DISTRICT, AS APPLICABLE:****PROVISIONS REQUIRED IN ANY FEDERALLY SUBSIDIZED CONTRACT (2 CFR § 200.326 AND 2 CFR PART 200, APPENDIX II), AND GRANTS AWARDED BY THE UNITED STATES (HUD) HOUSING AND URBAN DEVELOPMENT DISTRICT, AS APPLICABLE:****I. Remedies**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civil Agency Procurement Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in cases where successful Bidders violate or violate the terms of the contract, and provide for such sanctions and sanctions as appropriate.

II. Equal Employment Opportunities

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided in 41 CFR 60-1.4(b), pursuant to Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amendment of Executive Order 11246 Concerning Equal Employment Opportunity," and implementing regulations in 41 CFR part 60, "Office of Federal Contract Enforcement Programs, Equal Employment Opportunity Department of Labor."

To that end, and pursuant to Section 41 CFR 60-1.4(b), during the performance of this Agreement, the SUCCESSFUL BIDDER agrees to the following:

- A. The SUCCESSFUL BIDDER will not discriminate against any employee or job applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Bidder 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. That action shall include, inter alia, the following:
 - 1. Employment, improvement, degradation or transfer; recruitment or recruitment advertising; dismissal or termination; payment rates or other forms of compensation; and selection for training, including apprenticeship. The SUCCESSFUL BIDDER undertakes to publish in visible places, available to employees and job applicants, notices that will be provided establishing the provisions of this non-discrimination clause.



B. The SUCCESSFUL BIDDER, in all applications or advertisements for employees placed by or on behalf of the SUCCESSFUL BIDDER, shall declare that all qualified applicants shall be considered for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The SUCCESSFUL BIDDER shall not discharge or otherwise discriminate against any employee or job applicant because such employee or applicant has inquired, discussed or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to cases where an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to persons who do not have access to such information, unless such disclosure is in response to a grievance or formal charge, in compliance with an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or in accordance with the legal duty of the Successful Bidder to provide information.

D. The SUCCESSFUL BIDDER send to each trade union or workers' representative with whom it has a collective agreement or other contract or understanding, a notice to be provided advising that trade union or the workers' representatives of commitments of the Successful Bidder under this section and publish copies of the notification in visible places available to employees and job applicants.

E. The SUCCESSFUL BIDDER shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the relevant rules, regulations, and orders of the Secretary of Labor.

F. The SUCCESSFUL BIDDER shall provide all information and reports required by or pursuant to Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and shall allow access to its books, records, and accounts by the administering agency and the Secretary of Labor for investigative purposes to determine compliance with such standards, regulations and orders.

G. In the event of non-compliance by the SUCCESSFUL BIDDER with the non- discrimination clauses of this contract or any of the aforementioned rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Successful Bidder may be declared ineligible for new government contracts or construction contracts with federal assistance in accordance with the procedures authorized in the Order. Executive 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies may be invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by law.

H. The SUCCESSFUL BIDDER shall include the provisions of the first paragraph of this Article III and sections A through G above in each subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that those provisions shall be binding on each subcontractor or supplier.



I. The SUCCESSFUL BIDDER shall take such measures with respect to any subcontract or purchase order that the administering body may direct as a means of enforcing such provisions, including penalties for non-compliance: Provided that, in the event that a Successful Bidder becomes involved in, or threatened with, litigation with a sub- contractor or supplier as a result of such direction by the administering body, the SUCCESSFUL BIDDER may request the United States to enter such litigation to protect the interests of the United States.

J. The SUCCESSFUL BIDDER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work: As long as the applicant participating is a state or local government, the above equal opportunity clause does not apply to any agency, instrumentality or subdivision of such government that does not participate in the work in or under the contract.

K. The SUCCESSFUL BIDDER agrees that it will actively assist and cooperate with the administering agency and the Secretary of Labor to obtain compliance of the sub- contractors with the equal opportunity clause and the rules, regulations and orders of the Secretary of Labor, which shall provide the administering body and the Secretary of Labor with such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering body in fulfilling the agency's primary responsibility to ensure compliance.

L. The SUCCESSFUL BIDDER further agrees that it will refrain from entering into any modification of contract or contract subject to Executive Order 11246 of September 24, 1965, with a Successful Bidder excluded from, or who has not demonstrated eligibility for, government contracts and government-assisted construction contracts pursuant to the Executive Order and will carry out the sanctions and penalties for violation of the match clause. d of opportunities that may be imposed on successful Bidders and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUCCESSFUL BIDDER agrees that if it defaults or refuses to comply with these companies, the administering body may take any or all of the following actions: Cancel, terminate or suspend all or part of the grant (contract, loan, insurance, guarantee); refrain from extending any additional assistance to the DEPARTMENT within the framework of the program in respect of which the failure or reimbursement occurred until a guarantee has been received. satisfactory future compliance of such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Davis-Bacon Act Clause

A. All transactions related to this agreement will be conducted pursuant to the Davis Bacon Act (40 U.S.C. 276a-276a-7, 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as applicable. The SUCCESSFUL BIDDER must comply with the sections indicated above, as appropriate.

B. The Successful Bidder is obliged to pay wages to workers and mechanics at a rate not lower than the prevailing wages specified in a wage determination made by the Secretary of Labor.



- C. In addition, contractors are required to pay wages no less than once a week.
- D. On a successful basis, the SUCCESSFUL BIDDER must submit Form HUD 4710 (Semi- Annual Labor Compliance Report) to the Department of Agriculture.

IV. Copeland Anti-Kickback Act Compliance Clause

A. The salaries of personnel performing work under this Agreement shall be paid unconditionally and not less than once a month without deduction from payroll or reimbursement on any account, except only payroll deductions that are required by law or permitted by applicable regulations issued by the Secretary of Labor. in accordance with Copeland's "Anti-Bribery Act" of 13 June 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 USC § 276c). The SUCCESSFUL BIDDER will comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 and all applicable "Anti-Bribery" regulations and will insert appropriate provisions into all subcontracts covering work under this Agreement to ensure compliance by sub-contractors with such regulations.

B. Subcontracts. The SUCCESSFUL BIDDER or subcontractor shall insert in any subcontract the foregoing clause and other clauses that FEMA and HUD may require by appropriate instructions, and also a clause requiring subcontractors to include these clauses in any lower-level subcontract. The Principal Bidder shall be responsible for compliance by any lower-level subcontractor with all such contractual clauses.

C. Noncompliance. Failure to comply with the above contractual clauses may be grounds for termination of the contract, and disqualification as a Successful Bidder and subcontractors, as provided in 29 C.F.R., section 5.12.

V. Contract Hours Clause and Safety Standards Act Clause (40 U.S.C. § 3701 and Subsequent)

A. Overtime requirements. No Successful Bidder or subcontractor who hires, for any part of the contractual work, which may require or involve the employment of workers or mechanics, shall demand or allow such worker or mechanic, in any working week in which he is employed in such work, to work in excess of forty hours in that working week unless such worker or mechanic receives compensation at a rate not less than one and a half times the basic wage rate for all hours worked above forty hours in that working week.

B. Rape; liability for unpaid wages; damages settled. In case of violation of the clause set forth in section VI (A) of this section, the Successful Bidder and any subcontractor responsible for it shall be liable for unpaid wages. In addition, such Successful Bidder and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be calculated with respect to each individual worker or mechanic, including guards and guards, employed in violation of the clause set forth in section VI (A) of this section, in the amount of \$27 for each calendar day on which individual was required or permitted to work above the standard



forty-hour workweek without payment of the overtime wages required by the clause. set out in section VI (A) of this section.

C. Withholding of unpaid wages and liquidated damages. The DEPARTMENT shall by its own action or at the written request of an authorized representative of the Department of Labor withhold or cause to be withheld, of any money payable because of the work performed by the Licensed Bidder or subcontractor under any contract or any other federal contract with the same Principal Bidder, or any other federally assisted contract subject to the Contract Working Hours and Safety Standards, which is in the hands of the same Principal Successful Bidder, the sums determined to be necessary to satisfy any liability of such Successful Bidder or subcontractor for wages and damages settled in accordance with the provisions of section VI (B) of this section.

D. HEALTH AND SAFETY STANDARDS: The SUCCESSFUL BIDDER agrees to comply with Sections 107 and 103 of the Contract Work and Safety Standards Act. Section 107 of the Act applies to construction work and provides that no worker or mechanic shall be required to work in environments or in working conditions that are unhealthy, hazardous, or hazardous to his or her health and safety as determined in the construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or items normally available on the open market, nor to contracts of carriage.

E. Subcontracts. The SUCCESSFUL TENDERER shall insert in any subcontracting the clauses set out in paragraphs VI (A)(B)(C)(D) of this section and also a clause requiring subcontractors to include these clauses in any lower-level subcontract. The SUCCESSFUL BIDDER shall be responsible for compliance by any lower-level subcontractor or subcontractors with the clauses set forth in sections VI (A)(B)(C)(D)(E) of this section.

VI. Clean Air Act Clause (42 U.S.C. - 7401 and following)

A. The SUCCESSFUL BIDDER agrees to comply with all applicable rules, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. - 7401 and following.

B. The SUCCESSFUL BIDDER agrees to report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT, in turn, will report each violation as necessary to ensure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The SUCCESSFUL BIDDER agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or in part with federal assistance provided by FEMA.

D. The Department and the Successful Bidder shall certify that any facility to be used in the performance of this Agreement or subcontract is not listed in the Excluded Parties Listing System pursuant to 40 CFR 32 or in the List of Infringing Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.



E. The Department and the Successful Bidder agree that, as a condition of awarding the Contract, it will promptly notify of any notice received from the Director of the Office of Federal Activities, EPA, indicating that a facility used, or to be used for the Contract, is under consideration for listing in the Excluded Parties Listing System or EPA's List of Infringing Facilities.

VII. Federal Water Pollution Control Act Clause (33 U.S.C. 1251 et seq)

A. The SUCCESSFUL BIDDER agrees to comply with all applicable rules, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The SUCCESSFUL BIDDER agrees to report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT, in turn, will report each violation as necessary for the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The SUCCESSFUL BIDDER agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or in part with federal assistance provided by FEMA.

D. THE PARTIES certify that any facility to be used in the performance of this Agreement or subcontract is not listed in the Listing System of Excluded Parties pursuant to 40 CFR 32 or in the List of Infringing Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

E. THE PARTIES agree that, as a condition of awarding the Contract, notice will be promptly notified of any notice received from the Director of the Office of Federal Activities, EPA, indicating that a facility used, or to be used for the Contract, is under consideration for listing in the List of Excluded Parties Or the EPA List of Infringing Facilities.

VIII. Solid Waste Disposal Act

Purchase Clause for Recovered Materials:

A. In the performance of this contract, the SUCCESSFUL BIDDER will make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be purchased.

1. Competitively within a deadline that witness the fulfillment of the contract fulfillment schedule;
2. Comply with the performance requirements of the contractor,
3. Reasonably priced.

B. Information about this requirement, along with the list of designated Epa-items, is available on the EPA Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-Cpg-programa>.

C. The SUCCESSFUL BIDDER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



The Uniform Rules authorize FEMA to require additional contractual provisions for contracts from non-federal entities. FEMA, in accordance with that authority, requires and recommends the following additional clauses:

IX. Suspension and Ineligibility Clause

A. The SUCCESSFUL BIDDER represents and warrants that he and his contractors are not excluded or suspended or excluded or ineligible to participate in federal assistance programs subject to 2 CFR Part 2424.

B. Debarment and Suspension. A contract award must not be made to parties listed on the governmentwide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.

C. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the SUCCESSFUL BIDDER is obliged to verify that none of the principal bidders of the Successful Bidder (defined in 2 C.F.R. 180.995) or their affiliates (defined in 2 C.F.R. 180.905) are excluded (defined in 2 C.F.R. 180.940) or disqualified (defined in 2 C.F.R. 180.935).

D. The SUCCESSFUL BIDDER shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-level covered transaction it makes.

E. This certification is a material representation of the facts invoked by the SUCCESSFUL BIDDER. If it is later determined that the SUCCESSFUL BIDDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the resources available to the DEPARTMENT, the Federal Government may remedy, including, but not limited to suspension and/or disqualification.

F. The SUCCESSFUL BIDDER undertakes to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its offer is valid and for the entire period of any Contract that may arise from this offer. The SUCCESSFUL BIDDER further undertakes to include a provision requiring such compliance in its covered lower-level transactions.

X. Anti-Lobbying Byrd Amendment (31 U.S.C. 1352)

A. The Department and the Successful Bidder who apply for or obtain a prize greater than \$100,000 will submit the required certification. Each level shall certify to the above level that it will not use or have used appropriate federal funds to pay any person or organization for including or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, concession or any other award covered by 31 U.S.C. 1352. Each level will also disclose any lobbying with non-federal funds that takes place in connection with



obtaining any federal awards. Such disclosures are forwarded from one level to one level up to the non-federal award.

B. If funds other than federal funds allocated to any person for influencing or attempting to influence an official or employee of any agency, a member of Congress, an official or employee of Congress, or an employee of a Member of Congress have been or will be paid in connection with this federal contract, grant, loan, or cooperation agreement, the SUCCESSFUL BIDDER shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The language of this certification will be included in all award documents and all grants at all levels (including subcontracts, grants and contracts under grants, loans and cooperation agreements), and which the SUCCESSFUL BIDDER will certify and disclose.

D. This certification is a material representation of a fact that was trusted when this transaction was made or entered into. Submission of this certification is a prerequisite for making or participating in this transaction imposed by Section 1352, Title 31, U.S. Code. Anyone who fails to submit the required certification will be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each breach.

XI. Access to Records Clause

The following access to registration requirements applies to this agreement:

A. The SUCCESSFUL BIDDER undertakes to provide the DEPARTMENT, FEMA, the Office of the Comptroller General of the United States, HUD, the Department of Housing of Puerto Rico or any agency that has subsidized the works contracted herein, access to any book, document, document and record of the SUCCESSFUL BIDDER that is directly relevant to this contract in order to conduct audits, exams, extracts and transcripts.

B. The SUCCESSFUL BIDDER undertakes to allow any of the foregoing parts to be reproduced by any means or to copy extracts and transcripts as reasonably necessary.

C. The SUCCESSFUL BIDDER agrees to provide the DEPARTMENT, FEMA, the Office of the Comptroller General of the United States, FEMA to HUD, the Puerto Rico Department of Housing with any agency that has subsidized the works contracted herein, access to construction or other work sites related to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the (write on behalf of the non- federal entity) and the SUCCESSFUL BIDDER acknowledge and agree that no language in this agreement is intended to prohibit internal audits or reviews by the FEMA Administrator or U.S. Comptroller General.

XII. DHS Seal Clause, Logo and Flags



The SUCCESSFUL BIDDER will not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without the specific prior approval of FEMA.

XIII. Federal Law Enforcement, Regulation, and Executive Orders Clause

This is an acknowledgement that FEMA's financial assistance will be used to fund all or part of the contract. The SUCCESSFUL BIDDER will comply with all applicable FEMA federal laws, regulations, executive orders, policies, procedures, and directives.

XIV. No Obligation of the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligation or liability to the non-federal entity, Bidder Or any other party related to any matter resulting from the contract.

XV. Program Fraud Clause and False or Fraudulent Statements or Related Acts

The SUCCESSFUL BIDDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the successful Bidder's actions related to this contract.

When a sub-recipient also requests CDBG-DR to fund non-federal cost-sharing, the following provisions are also required to fulfill the contract.

XVI. Executive Order of the Governor of Puerto Rico

Any construction project financed in whole or in part with federal funds granted for the reconstruction or recovery of Puerto Rico and contracted by the Government of Puerto Rico shall have as a condition that the Successful Bidders and subcontractors pay the construction employees the minimum wage established by Executive Order No. 2022-014, which corresponds to \$11.00 per hour for non-skilled workers and \$15.00 per hour for skilled workers. For official definitions of skilled vs. unskilled workers, refer to Construction Consultation 2019-01 dated February 5, 2019 by the Puerto Rico Dept. of Labor and Human Resources.

XVII. Drug Free

The SUCCESSFUL BIDDER shall establish procedures and policies that promote a drug-free work environment. The SUCCESSFUL BIDDER must notify its employees of these policies as well as the penalties that may be imposed if any type of violation occurs. The SUCCESSFUL BIDDER must notify the DEPARTMENT if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

XVIII. Right to Inventions



A. Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling and Training Grant Program, Disaster Management Grant Program, or the Federal Individual and Household Assistance Program – Other Needs Assistance Grants, since FEMA awards under these programs do not meet the definition of "financing agreement."

B. If FEMA's award meets the definition of "financing agreement" under 37 CFR. 401.2(a) and the non-federal entity wishes to enter into a contract with a small business or non-profit organization with respect to the replacement of parts, assignment, or execution of experimental, development, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 CFR Part 401 (Rights and Inventions Made by Non-Profit Organizations and Small Businesses under Government Grants, Contracts, and Cooperation Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II.

C. Regulation of 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperation agreement entered into between any federal agency, in addition to the Tennessee Valley Authority, and any Successful Bidder for the performance of experimental, development, or research work funded in whole or in part by the federal government. This term also includes any assignment, replacement of the parties or subcontract of any kind entered into for the performance of experimental, development or research work under a financing agreement as defined in the first phase of this paragraph.

D. This contract is one of works and construction, however, if it requires the realization of experimental, development or research work. The Department and the Successful Bidder shall stipulate the rights of the Federal Government and the recipient over any resulting invention pursuant to 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 any agency that has subsidized the works contracted herein.

XIX. Small and Minority Enterprises, Women's Commercial Enterprises and Labor Surplus Area Enterprises

The SUCCESSFUL BIDDER shall take the necessary affirmative action to ensure that minority enterprises, women's business enterprises and enterprises in the area of surplus labor are used in subcontracting where possible. Steps include, but are not therefore not:

- A. Include qualified small and minority enterprises and women's business enterprises on application lists,
- B. Ensure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources,



- C. Divide total needs, where economically feasible, into smaller tasks or quantities to allow for maximum participation by small and minority enterprises and women's business enterprises.
- D. Establish delivery schedules, where permitted by the requirement, that encourage the participation of small and minority businesses and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.
- F. For contracts of \$10,000 or more, the SUCCESSFUL BIDDER must file Form HUD 2516 (Contract and Subcontract Activity) with the Puerto Rico Department of Housing, quarterly.

The Department and the Successful Bidder agree to comply with mandatory rules and policies related to the Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to the political activities of certain state and local employees. State and local employees involved in or interfering with the works and provisions set forth in this agreement and/or the grants made hereunder may engage in any of the following activities: being a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaigning in partisan elections; and holding positions in political parties. State and local employees involved in or interfering with the works and provisions set forth in this contract and/or the grants made hereunder may not perform the following activities: being a candidate in partisan elections; using official influence to interfere in elections; coercing the political contributions of subordinates in support of political parties or candidates to the office of the special counsel. operates a website that provides guidance on incubation law issues.

XX. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

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

Quality of Opportunity for Workers with Disabilities:

A. The SUCCESSFUL BIDDER shall not discriminate against any employee or job applicant due to a physical or mental disability with respect to any position for which the employee or job applicant is qualified. The SUCCESSFUL BIDDER agrees to take affirmative action to employ, advance employment, and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, publicity and job application procedures.
2. Hiring, updating, promotion, allocation of tenure, demotion, transfer, dismissal, termination, right to return from dismissal and rehiring.
3. Payment rates or any other form of compensation and changes in compensation.
4. Job assignments, job classifications, national organizational structures, job descriptions, progression lines, and seniority lists.
5. Leave, sick leave or any other leave.



6. Supplementary benefits available under employment, whether or not administered by the SUCCESSFUL BIDDER.
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, and selection of permits to continue training.
8. Activities sponsored by the SUCCESSFUL BIDDER, including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The SUCCESSFUL BIDDER undertakes to comply with the relevant rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.

C. In case of non-compliance by the SUCCESSFUL BIDDER with the requirements of this clause, actions may be taken for non-compliance in accordance with the relevant rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.

D. The SUCCESSFUL BIDDER undertakes to post in visible locations, available to employees and job applicants, notices on a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided through the contracting officer. Such notices will indicate the rights of applicants and employees, as well as the obligation of the SUCCESSFUL BIDDER under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUCCESSFUL BIDDER must ensure that applicants and employees with disabilities are informed of the content of the notice (for example, the GRACEFUL BIDDER may have the notice read to a visually impaired person, or may reduce the posted notice so that it can be read by a person in a wheelchair).

E. The SUCCESSFUL BIDDER shall notify each labor organization or workers' representative with which it has a collective bargaining agreement or other contractual agreement, that the SUCCESSFUL BIDDER is subject to the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to taking affirmative action to employ and advance in employment persons with physical or mental disabilities.

F. The SUCCESSFUL BIDDER shall include the provisions of this clause in any subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, as amended, so that such provisions shall be binding on each subcontractor or supplier. The SUCCESSFUL BIDDER shall take action with respect to any subcontract or purchase order that the Deputy Assistant Secretary for Federal Contract Compliance Programs may order to enforce such provisions, including the action for non-compliance.

XXI. Certification of Non-Segregated Facilities (Applicable to construction contracts exceeding \$10,000)

The SUCCESSFUL BIDDER certifies that it does not maintain or provide for its establishments, and that it does not allow employees to perform their services anywhere, under its control, where segregated facilities are maintained. It further certifies that it will not maintain or provide employees with segregated facilities in any of



its establishments and will not allow employees to perform their services anywhere under its control where segregated facilities are maintained. The SUCCESSFUL BIDDER agrees that failure to comply with this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washes, restaurants and other dining areas, time clocks, walk-in closets and other storage or walk-in closet areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and lodging facilities provided for employees who are segregated by explicit directive or who, in fact, they are segregated on the basis of race, color, religion, or national origin due to local habits, customs, or any other reason.

The SUCCESSFUL BIDDER further agrees that (except where it has obtained it for specific periods of time) it will obtain an identical certification from the proposed subcontractors prior to the award of subcontracts exceeding \$10,000 that are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications on file; and that it will send the above notice to the proposed subcontractors. s (except where proposed subcontractors have submitted identical certifications for specific time periods).

XXII. Flood Protection Act 1973

The SUCCESSFUL BIDDER 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.

XXIII. Non-Assignability

The SUCCESSFUL BIDDER shall not assign any interest in the contract resulting from this procurement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

XXIV. Religious Activity

The Department and the Successful Bidder agree to refrain from using the funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570,200(j), such as worship, religious instruction, or proselytizing.

XXV. THE PARTIES shall notify the Puerto Rico Department of Housing as soon as possible if this Agreement or any aspect related to early work under this Agreement creates an actual or potential conflict of interest (as defined 2 CFR § 200.318(c), if applicable). The Department and the Successful Bidder shall explain the actual or potential conflict in writing in sufficient detail for Housing to assess such actual or potential conflict. The Department and the Successful Bidder shall provide the Puerto Rico Department of Housing with any additional information necessary to fully evaluate and address such actual or potential conflict of interest. The Department and the Successful Bidder will accept any reasonable conflict mitigation strategy employed by the Puerto Rico Department of Housing.



XXVI. The SUCCESSFUL BIDDER shall indemnify, defend and hold harmless the Government of Puerto Rico and the Department of Housing of Puerto Rico, its agents and employees, from and against any and all claims, actions, demands, charges and judgments arising out of or related to the negligence or intentionality, misconduct of the SUCCESSFUL BIDDER in the performance of the services required in this Agreement and that affect the funds that are subsidized by the Puerto Rico Department of Housing and HUD.

XXVII. Information Requirements

THE PARTIES undertake to complete and submit all reports, in the form and according to the schedule required by the Department of Housing of Puerto Rico. THE PARTIES will cooperate with all efforts of the Puerto Rico Department of Housing and/or the Government of Puerto Rico to comply with HUD's reporting requirements and regulations, including, but not least, 2 CFR § 200.328 and 24 CFR § 570.507, where applicable.

XXVIII. Energy Policy and Conservation Act

THE SUCCESSFUL BIDDER must comply with the mandatory standards and policies related to energy efficiency contained in the energy conservation plan of the Government of Puerto Rico, issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).

XXIX. Wage Withholding

If, as part of this Agreement, the SUCCESSFUL BIDDER or any subcontractor, the DEPARTMENT or any federal or state agency that subsidizes the works contracted herein may withhold from the payment due to the SUCCESSFUL BIDDER an amount sufficient to pay the difference between the wages to be paid and the wages actually paid to such employees. by the total number of hours worked. The amounts withheld may be disbursed by these agencies on behalf of the SUCCESSFUL BIDDER the respective employees to whom they are owed.

XXX. Claims and Controversies Concerning Wage Rates

Claims and disputes relating to salary rates or classifications of professional personnel or technicians performing work under this Agreement shall be immediately reported in writing to the DEPARTMENT for determination.

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

The SUCCESSFUL BIDDER shall comply with the regulations on systematic and organized approach to analyze the functions of systems, equipment, facilities, services and materials to ensure that they achieve their essential functions at the lowest cost consistent with the life cycle in execution, reliability, quality and safety, in accordance with 2 CFR § 200.318. (G).



XXXII. Section 3 of the Housing and Urban Development Act 1968 (as required by applicable thresholds)

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

B. THE PARTIES agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. THE PARTIES certify that they are not under any contractual or other impediments that prevent them from complying with the regulations of Part 135.

C. The SUCCESSFUL BIDDER agrees to send to each labor organization or workers' representative with which the SUCCESSFUL BIDDER has a collective agreement or other understanding, if any, a notice to the labor organization or workers' representative of its commitment under this clause of Section 3, and will publish copies of the notice in visible locations in the workplace where both employees and training applicants and jobs can see it. The notice shall describe the preference set forth in Section 3, establish the minimum number and job titles subject to recruitment, the availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) who are filling out the applications for each of the positions; and the expected date for the start of the work.

D. The SUCCESSFUL BIDDER agrees to include this clause of Section 3 in each subcontract subject to compliance with the regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in these clauses, if the subcontractor is determined to be in violation of the regulations in 24 CFR Part 135. The SUCCESSFUL BIDDER will not subcontract to any subcontractor when it has evidence or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 135.

E. The SUCCESSFUL BIDDER shall certify that vacant jobs, including training positions, are filled: (1) after the selection of the SUCCESSFUL BIDDER but before the contract is executed, and (2) when filled with persons other than those to whom the regulations of 24 CFR Part 135 are intended to provide employment opportunities, it was not done by circumventing the obligations of the SUCCESSFUL BIDDER under 24 CFR Part 135.

F. Failure to comply with HUD's regulations in 24 CFR Part 135 may result in penalties, termination of this Agreement for breach, and exclusion or suspension of future HUD- assisted contracts.

G. With respect to work to be performed under this Agreement, Section 3, Section 7(b) of the Indian Self-Determination and Educational Assistance Act (25 U.S.C. § 450e) also applies. Section 7(b) requires that, to the greatest extent possible: (i) preference and training and employment opportunities shall be given to Indians, and



(ii) preference shall be given in the award of contracts and subcontracts to Indian organizations and Indian-owned enterprises. THE PARTIES subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the fullest extent possible, but without obviating compliance with Section 7(b).

H. For contracts exceeding \$100,000, the SUCCESSFUL BIDDER shall submit Form HUD 60002 (Section 3 Summary Report) to the Puerto Rico Department of Housing, quarterly, without prejudice to the annual reporting requirement set forth in the instructions on that form.

XXXIII. Fair Housing Act

The SUCCESSFUL BIDDER shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, nationality, disability or family status. The Equal Housing Opportunity Act prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, lease, or other disposition of residential property, or in the use or occupation of federally funded assisted living.

XXXIV. Section 109 of the Housing and Community Development Act of 1974

THE PARTIES shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States may be excluded from participation in, on the basis of race, color, national origin, or sex, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act 1975 or in respect of a qualified disabled person under Section 504 of the Rehabilitation Act 1973, as amended, is prohibited.

XXXV. Record Retention

The SUCCESSFUL BIDDER agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with the contract resulting from this procurement for a period of not less than six (6) years after the date of final payment and close-out of all pending matters related this Contract or the federally declared disasters. If any litigation, claim, or audit is reasonably anticipated to arise or started before the expiration of the six (6) year period, the records must be retained until all litigation claims or audit findings involving the records have been resolved and final action taken.

XXXVI. Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by 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 agreement shall be read and enforced as though it were included herein through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon



the application of the inserted application of either party the Contract shall be amended to make such insertion or correction.

XXXVII. Subcontracting

The SUCCESSFUL BIDDER shall only subcontract with the purpose to fulfill the essential services object of this Contract. Under no circumstance shall the PRDOH's consent to authorize such subcontracts be interpreted as them incurring in additional obligations as to the total compensation in dollars proposed by BIDDER herein, or that the SUCCESSFUL BIDDER will be relieved of its responsibility for any damages that the subcontracted party would cause.

Every subcontract shall be subject to all special conditions established in the contract resulting from this procurement and to any additional condition the PRDOH deems necessary for its approval, and to all law and regulations (state and federal) applicable to the contract originated and subscribed by THE PARTIES.

Procedural provisions for subcontracting. When subcontracting, the SUCCESSFUL BIDDER 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:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated Companies;
4. Noncompetitive awards to consultants that are on retainer contracts
5. Organizational conflicts of interest;
6. 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
7. Any arbitrary action in the procurement process.

The SUCCESSFUL BIDDER confirms that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract. The SUCCESSFUL BIDDER will include all HUD General Provisions and 2 CFR Appendix II provisions in every subcontract issued by it under this Contract, 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.

XXXVIII. Discrimination Due to Certain Labor Matters

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

XXXIX. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the SUCCESSFUL BIDDER, to the greatest extent practicable under a Federal award, will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other



manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

XL. Federal Labor Standards Act

The SUCCESSFUL BIDDER shall comply with the Federal Labor Standards Provisions set forth in FORM HUD 4010, available at <https://www.hud.gov/sites/documents/4010.PDF>

XLI. Interest of Certain Federal Officers

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

XLII. Interest of Members of Local Public Agency and Others

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

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

XLIII. Interest of Bidder

The Bidder certifies that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The **SECOND PARTY** further agrees that no person having any such interest shall be employed in the performance of the contract resulting from this procurement.

XLIV. Personnel

The SUCCESSFUL BIDDER represents that it has, or will secure at its own expense, all personnel required in performing the services under this procurement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUCCESSFUL BIDDER or under its supervision, and all personnel engaged in the work shall be fully qualified



and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under the contract resulting from this procurement.

XLV. Procurement of Recovered Materials

In the performance of the contract resulting from this procurement, the SUCCESSFUL BIDDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Contract Performance Schedule;
2. Meeting Contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The SUCCESSFUL BIDDER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XLVI. Prohibition of Certain Services and Equipment

The SUCCESSFUL BIDDER is prohibited from procuring, obtaining, entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by the above companies, or their subsidiaries or affiliates, is equally prohibited. Finally, the procurement, or obtaining through any manner, of telecommunications or video surveillance equipment or services provided or produced by such entities as the above, or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is also prohibited.

XLVII. Title VI of the Civil Rights Act of 1964

The SUCCESSFUL BIDDER 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.



Subasta Formal Núm. 23J-13840



ANEJO V

ALCANCE DE LOS TRABAJOS: PARA LA REPARACIÓN GENERAL DE INFRAESTRUCTURA DE LOS EDIFICIOS E Y H DEL CENTRO MÉDICO, ADSCRITOS AL DEPARTAMENTO DE SALUD DEL GOBIERNO DE PUERTO RICO

General Facility Information:

Facility Type: Building

Building Type: Rehabilitation Center

Facility: PR Department of Health – Building E

Facility Description: This is a two-story reinforced concrete building that has a flat roof and approximately a 26,800 square feet footprint. The building surrounding ground is not leveled with the 1st floor in all areas. The west side has only ground access to the 2nd floor while the east side has only access to the first floor. The west wall is partially underground making the building 1st floor look like a basement. The two main functions of the building are: 1) PR Department of Health Office of Information Technology (OIAT) Data Center and Servers, and 2) various administrative offices.

Approx. Year Built: 1940

Location Description: Psychiatric hospital, Building E, Maga Street Interior, San Juan, P.R. 00921. GPS Latitude/Longitude – 18.38980, -66.07720.

Number of Stories: 2

Work to be completed:

The applicant will utilize contracts for repairs to Building to restore facilities back to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

1st Floor – Lobby – Pharmacy Area

- Remove and replace in kind, 584 SF of acoustic ceiling tiles, 2 FT wide by 4 FT height.

1st Floor – Pharmacy Area – Materials Storage

- Prepare and paint in kind, 308 SF of concrete ceiling paint.

1st Floor – Hallway behind Pharmacy Area (south area)

- Remove and replace in kind, 840 SF of acoustic tiles, 2 FT wide by 4 FT height.

1st floor, Hallway, continuation from Lobby (east area):

- Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

1st floor, Hallway, OCASET:

- Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

**2nd floor, VIH Monitoring Office:**

- Remove and replace in kind, 314.5 SF of acoustic tiles, 2 FT wide by 4 FT height.

2nd floor, UPS Room:

- Repair in kind, 272 SF of concrete ceiling plaster.
- Prepare and paint in kind, 697 SF of concrete ceiling paint.

Roof, east side parapet wall:

- Repair in kind, 288.54 SF of concrete wall plaster.

Roof:

- Remove and replace in kind, 2 each of Daikin RXS 50 KVM A/C Units (mini splits).

Exterior:

- Prepare and paint in kind, 18,131 SF of concrete wall paint.

Hazard Mitigation Proposal (HMP) Scope of Work**Damage #151635; Edificio E**

In order to prevent or reduce future damages from similar events, the applicant proposed the following mitigation measures.

Roof

- Add 6 hurricane straps to two (2) HVAC condensing unit to reduce the unit from shifting on its foundation.

Exterior

- Replace exterior paint for 18,131 SF of waterproof coating for exterior walls to prevent future damages from long term exposure to moisture and mold growth.

Project Notes:

For asbestos containing material and lead base paint the Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR-DNER guidelines at a permitted site or landfill or provide evidence of the close out permit from PR-DNER for activities of remediation, abatement, or removal of those materials.



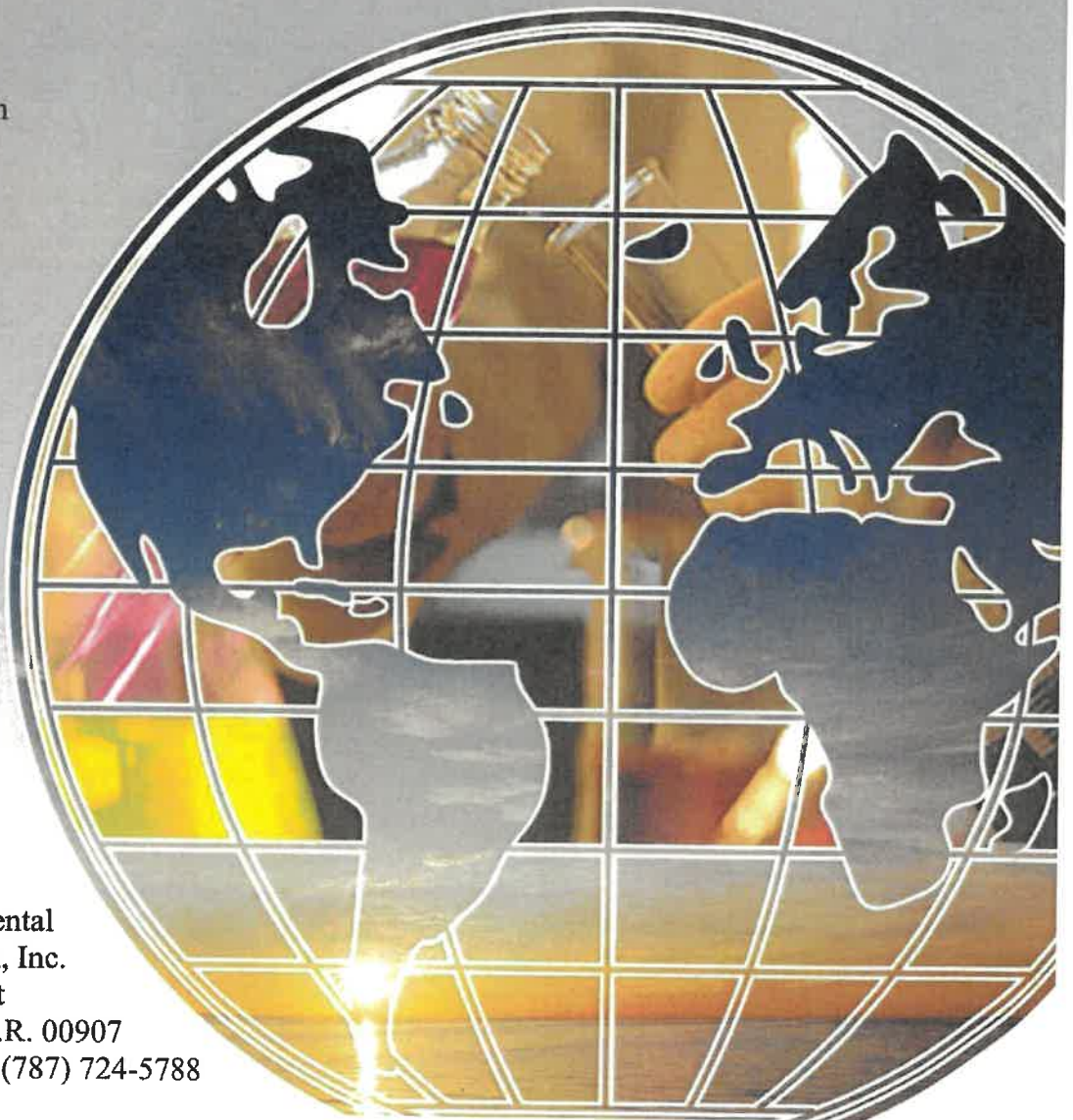
**LIMITED ENVIRONMENTAL SURVEY
FOR
LEAD BASED PAINT (LBP)
AND
ASBESTOS CONTAINING MATERIALS (ACM)
FOR
BUILDING E
SAN JUAN, PUERTO RICO**

Prepared For:
Department of Health

October 2022

Prepared By:

Analytical Environmental
Services International, Inc.
611 Monserrate Street
2nd Floor, Santurce, P.R. 00907
(787) 722-0220 / Fax (787) 724-5788





LEAD



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I. SUMMARY

A limited survey for Lead Based Painted (LBP) Components was conducted by AES International for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico, 00921 (Project #:95394, DI#151635). The investigation is part of FEMA DISASTER 4339DR-PR and 4473DR-PR contract.

The LBP limited investigation was conducted on 10/18/2022 by Elme Rivera, an DRNA certified lead risk assessor. The survey, performed with an XRF instrument manufactured by Heuresis, Model Pb200i, was conducted using HUD protocol of 2012.

The scope of the survey included sampling of LBP suspected components listed on FEMA Lead Checklist. LBP components were confirmed to be present and are listed below:

1st Floor

OCASET Main Hallway

Column Wall A	Concrete	White	48 sq.ft
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2nd Floor

Office 4 (Background Check)

Wall A	Concrete	White	432 sq.ft
Wall B	Concrete	White	408 sq.ft
Wall C	Concrete	White	432 sq.ft
Wall D	Concrete	White	408 sq.ft
Column	Concrete	White	
Column	Concrete	White	

Office 5 (Conference Room)

Wall A	Concrete	White	288 sq.ft
Wall B	Concrete	White	108 sq.ft
Corner Column	Concrete	White	48 sq.ft

Office 6 (Epidemiology)

Center Column	Concrete	Green	72 sq.ft
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Corridor South

Wall B	Concrete	Light Green	420 sq.ft
Wall D	Concrete	Green	240 sq.ft

Technical Room

Wall B	Concrete	Light Green	480 sq.ft
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CIAT Data Room

Wall B	Concrete	Peach	648 sq.ft
Wall C	Concrete	Peach	216 sq.ft
Wall D	Concrete	Peach	648 sq.ft
Column	Concrete	Peach	72 sq.ft

VIH Corridor

Wall A	Concrete	Peach	108 sq.ft
Wall B	Concrete	Peach	480 sq.ft

If remodeling activities will be conducted in the nearest future, it is required to remove all LBP materials prior to performance of said activities.

1.0 INTRODUCTION

A limited survey for Lead Based Painted (LBP) Components was conducted by AES International for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico, 00921 (Project #:95394, DI#151635). The investigation is part of FEMA DISASTER 4339DR-PR and 4473DR-PR contract.

The LBP limited investigation was conducted on 10/24/2022 by Elme Rivera, an DRNA certified lead risk assessor. The survey, performed with an XRF instrument manufactured by Heuresis, Model Pb200i, was conducted using HUD protocol of 1997, revised in 2012. The results are presented herein.

2.0 TESTING PROCEDURES

The testing was performed with an XRF instrument manufactured by Heuresis, Model Pb200i. The selected mode allows reference to the abatement level set at 1.0 mg/cm². The results are reported at 95% confidence levels.

3.0 LEAD BASED PAINT TESTING METHODOLOGY

The hazard level of lead in paint has been determined by the department of Housing & Urban development as 1.0 mg/cm², as measured by XRF, or AAS (Atomic Absorption Spectroscopy), or 0.5% by weight (or 5000 ppm) as measured by AAS, or Inductive Coupled Plasma (ICP). The same level was adopted by EPA regulations published in 1992, under Title X.

The only lead-based paint testing protocol officially available at this time was published by HUD initially in 1990, revised in 1991 and finalized in 1995 (see above HUD reference). A revised chapter 7 was published in 1997 and finalized in 2012. In accordance to the new protocol, almost all surfaces present in the units have to be tested. The above guidelines were used to perform lead based-paint testing for this project.

The main steps involved in a single-family inspection are:

1. Perform inventory of all testing combinations
2. Select painted area to be tested
3. Perform XRF testing (including calibration checks)
4. Collect and analyze paint chip samples, for inconclusive results.
5. Classify XRF and paint chips results
6. Review and evaluate the data
7. Report findings

AES International personnel classify each XRF lead reading as positive, negative, or inconclusive. This classification is based on manufacturer XRF performance characteristic sheet (PCS), for each substrate. Samples and/or additional readings are taken from inconclusive areas.

Calibration verification of the instrument was performed prior to beginning of daily task, when the instrument was turned on, and at the end of the day. The verification was conducted on a NIST

standard of 1.0 mg/cm². Acceptance criteria used was ± 0.3 mg/cm². The data for calibration verification is attached in Appendix II.

Initially, a visual inspection was performed using FEMA lead based paint checklist and DDD document to identify materials listed to be sampled. Subsequently, readings were taken from suspected materials identified in FEMA's lead checklist (see Appendix II).

The identification of tested walls is based on HUD guidelines as follow:

Wall A-entrance wall

Walls B, C, and D-sequential walls, clockwise from A.

At the completion of the testing, ten (10) surfaces were retested as to assess precision of the testing. Statistical calculations performed on test-retest results suggest that the results are within the tolerance limits and therefore acceptable.

4.0 RESULTS

4.1 Results of XRF inspection

The results of the tested components are shown in Appendix II (see also summary for positive LBP results). Two hundred and thirty-six (236) XRF readings were taken.

5.0 CONCLUSIONS

An LBP limited survey was conducted for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico. LBP components were confirmed to be present in other components which are not included in the FEMA's scope of work listed above, as well as in other areas not part of the scope. Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust, or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding.

This report shall be kept by the owner and all future owners for the life of the buildings. A copy of the relevant report shall be given to each tenant, buyer or lessor, as to comply with federal requirements for disclosure under lead disclosure rule of 1996 (see also section 1018 of Title X).

The LBP survey conducted did not address all suspected LBP present in the building but only materials listed by FEMA under the "FEMA Lead and Asbestos Checklist" and (when available) the Damage Description and Dimension (DDD) document. Consequently negative, or positive findings refer only to the areas and materials tested from selected locations.



Elme Rivera, DRNA Lead Risk Assessor
Lic#: LBPRA-21722-207

**Table 1. Summary of LBP Positive Components at Building E,
San Juan, Puerto Rico.**

Structure	Room	Components	Substrate	Color	Quantity
<u>Building E</u>					
	1st Floor				
		OCASET Main Hallway			
		Column Wall A	Concrete	White	48 sq.ft
	2nd Floor				
		Office 4 (Background Check)			
		Wall A	Concrete	White	432 sq.ft
		Wall B	Concrete	White	408 sq.ft
		Wall C	Concrete	White	432 sq.ft
		Wall D	Concrete	White	408 sq.ft
		Column	Concrete	White	
		Column	Concrete	White	
		Office 5 (Conference Room)			
		Wall A	Concrete	White	288 sq.ft
		Wall B	Concrete	White	108 sq.ft
		Corner Column	Concrete	White	48 sq.ft
		Office 6 (Epidemiology)			
		Center Column	Concrete	Green	72 sq.ft
		Corridor			
		Wall B	Concrete	Light Green	420 sq.ft
		Wall D	Concrete	Green	240 sq.ft
		Technical Room			
		Wall B	Concrete	Light Green	480 sq.ft
		CIAT Data Room			
		Wall B	Concrete	Peach	648 sq.ft
		Wall C	Concrete	Peach	216 sq.ft
		Wall D	Concrete	Peach	648 sq.ft
		Column	Concrete	Peach	72 sq.ft
		VIH Corridor			
		Wall A	Concrete	Peach	108 sq.ft
		Wall B	Concrete	Peach	480 sq.ft



Appendix I





AIHA Laboratory Accreditation Programs, LLC
acknowledges that
Analytical Environmental Services International, Inc.
611 Monserrate St. Suite 2 Santurce, PR 00907
Laboratory ID: LAF-102702

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard. General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☒ INDUSTRIAL HYGIENE	Accreditation Expires: February 01, 2023
☒ ENVIRONMENTAL LEAD	Accreditation Expires: February 01, 2023
☐ ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires:
☐ FOOD	Accreditation Expires:
☐ UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Cheryl O. Morton

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision19: 09/01/2020

Date Issued: 02/28/2021



GOBIERNO DE PUERTO RICO

Departamento de Recursos Naturales y Ambientales

Este certificado es otorgado a:

AES International, Inc.

Por haber cumplido con los requisitos establecidos en el Capítulo VI, Regla 127 del Reglamento para el Manejo/Adecuado de Actividades de Pintura con Base de Plomo. Se le otorga esta certificación como Firma para llevar a cabo actividades relacionadas a Mitigación de Pintura con base de plomo en la jurisdicción de Puerto Rico.

Número de Certificado

LBPF-06922-014

Fecha de emisión: Abril 6, 2022

Fecha de Expiración: Abril 5, 2023



José Roque Julia
Jefe

División Desperdicios Tóxicos

Lead Risk Assessor Credentials



Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2015

MANUFACTURER AND MODEL:

Make: *Heuresis*
Models: *Model Pb200I*
Source: *⁵⁷Co, 5 mCi (nominal – new source)*

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Action Level mode

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm² (inclusive)

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

ACTION LEVEL MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm². The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level		
Reading (mg/cm ²)	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 – 1.2	15.25	0.66
1.3 – 1.4	6.08	2.50
≥ 1.5	3.32	0.05

CLASSIFICATION OF RESULTS:

XRF results are classified as **positive** if they are **greater than or equal** to the stated threshold for the instrument (1.0 mg/cm²), and *negative* if they are *less than* the threshold.

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.



Appendix II



Revised Oct 2020: Lead and Asbestos Checklist (428 Projects)

Project #: **95394** DI #: **151635**

(1) Does the facility meet one of the following criteria? Complete the Permit Checklist first.

Asbestos		Lead	
☒	Building constructed before 1990 and a Construction Permit is triggered based on the below permit checklist	☒	Building constructed before 1978 and a Construction Permit is triggered based on the below permit checklist
☐	Building constructed before 1990 and project requires a demolition permit	☐	Building constructed before 1978 and a Demolition permit is required
☐	Applicant has documentation confirming the presence of asbestos* Name of attachment:	☐	Applicant has documentation confirming presence of lead paint* Name of attachment:
☐	None This DI does not qualify for asbestos abatement estimating for 428 project	☐	None This DI does not qualify for lead abatement estimating for 428 project

*Applicant must provide the result of a test or survey for the facility which confirms the presence of lead and/or asbestos and must also provide dimensions of the lead and/or asbestos

(2) Review DDD to identify suspect materials

Lead		
Suspect Material	Location in the Building (specify the room)	Quantity in the DDD
<i>Interior and Exterior Finishes</i>		
Exterior/interior paint	Exterior and Interior	19591.5 SF
Ceramic Tile (Wall, Floor)		
Ceramic equipment (Bathtubs, Sinks)		
Metal components (Doors, Windows)		
Fire retardant paint		
Other fire protection materials		
<i>Roads and Bridges</i>		
Road sign paints (Roads, Bridge Parapets)		
Traffic paint (Yellow, white, blue, etc.)		
<i>Other</i>		
Explain:		

Asbestos		
Suspect Material	Location in the Building (specify the room)	Quantity in the DDD
Roofing Materials		
Roof and nonroof coatings		
Roofing felt		
Roofing stucco		
Roof panels		
Asphaltic, Bituminous, SBS, Mastic Sealant, polyolefins		23786.5 SF
Interior and Exterior Finishes		
Vinyl floor tiles		
Vinyl floor tile glue/ adhesives		
Ceiling tiles	Building E Interior	4060 SF
Millboard		
Insulation		
Plasters	Interior UPS room, Ext east parapet wall	560.54 SF
Mastic		
Textured paints (simulated stucco)		
Block filler paints (masonry coating)		
Cement products		
Drywall		
Electrical/HVAC Components		
Duct and return pipeline wrapping		
Boilers		
Sealants		
Extruded sealant tapes		
High-grade electrical paper		
Insulation for friction parts		
Insulation for furnaces and refrigerators		
Glues, Adhesives, Mastic, HVAC Asbestos Sealants		
Other		
Explain:		

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	95394	P/W #	9492	Project Type	Standard
Project Category	E - Buildings and Equipment			Applicant	PR Department of Health (000-U4OVB-00)
Project Title	MHOD409 - Building E and Building H				
Project Size	Large			Event	4339DR-PR (4339DR)
Activity Completion Date	9/20/2022			Declaration Date	9/20/2017
Process Step	Obligated			Incident Start Date	9/17/2017
				Incident End Date	11/15/2017

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between **09/17/2017** and **11/15/2017**, caused:

Damage #151635; Edificio E

General Facility Information:

- **Facility Type:** Building
- **Building Type:** Rehabilitation Center
- **Facility:** PR Department of Health - Building E
- **Facility Description:** This is a two story reinforced concrete building that has a flat roof and approximately a 26,800 square feet footprint. The building surrounding ground is not leveled with the 1st floor in all areas. The west side has only ground access to the 2nd floor while the east side has only access to the first floor. The west wall is partially underground making the building 1st floor look like a basement. The two main functions of the building are: 1) PR Department of Health Office of Information Technology (OIT) Data Center and Servers, and 2) various administrative offices.
- **Approx. Year Built:** 1940
- **Location Description:** Psychiatric Hospital, Bldg. E, Muga Street Interior, San Juan, P.R. 00921
- **GPS Latitude/Longitude:** 18.38980, -66.07720
- **Number of Stories:** 2

General Damage Information:

- **Date Damaged:** 9/20/2017
- **Cause of Damage:** The island of Puerto was impacted by Hurricane Maria causing extensive damage, island wide. The facility was subject to straight-line winds, power surges, and water intrusion/infiltration. Damages include, but not limited to roof waterproofing, metal roofing (parapet wall cap), paint separation, and electrical components.

Building Damage:

00.01 1st floor, Lobby / Pharmacy Area:

- Building interior, 1,302 SF of acoustic tiles, 2 FT wide by 4 FT height, 62 FT long x 21 FT wide, stained due to humidity / power failure, 0% work completed.

00.02 1st floor, Lobby / Pharmacy Area Hallway towards surveillance area:

- Building interior, 584 SF of acoustic tiles, 2 FT wide by 4 FT height, 73 FT long x 8 FT wide, stained due to humidity / power failure, 0% work completed.

00.03 1st floor, Pharmacy Area / Materials Storage:

- Building Interior, 308 SF of concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor, 0% work completed.

00.04 1st floor, Pharmacy Area / Prescriptions Storage:

- Building Interior, 40 each of fluorescent lamp tubes (4 FT long) for a 62.5 FT long x 35.5 FT wide area, damaged by power fluctuations, 100% work completed.

00.05 1st floor, Hallway behind Pharmacy Area (south area):

- Building Interior, 840 SF of acoustic tiles, 2 FT wide by 4 FT height, 96 FT long x 8.75 FT wide, warped and stained due to humidity / power failure, 0% work completed.

00.06 1st floor, Hallway, continuation from Lobby (east area):

- Building Interior, 510 SF of acoustic tiles, 2 FT wide by 4 FT height, 85 FT long x 6 FT wide, stained due to humidity / power failure, 0% work completed.

00.07 1st floor, Hallway, OCASET:

- Building Interior, 510 SF of acoustic tiles, 2 FT wide by 4 FT height, 85 FT long x 6 FT wide, stained due to humidity / power failure, 0% work completed.

00.08 1st floor, OCASET File Room:

- Building Interior, 147.5 SF of concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion, 100% work completed.

00.09 2nd floor, VIH Monitoring Office:

- Building Interior, 314.5 SF of acoustic tiles, 2 FT wide by 4 FT height, 18.5 FT long x 17 FT wide, stained due to water intrusion from roof, 0% work completed.

00.10 2nd floor, UPS Room:

- Building Interior, 272 SF of concrete ceiling plaster, 34 FT long x 8 FT wide, cracked and separated due to water intrusion from roof, 0% work completed.

00.11 UPS Room:

- Building Interior, 697 SF of concrete ceiling paint, 34 FT long x 20.5 FT wide, bubbled and peeled due to water intrusion from roof, 0% work completed.

00.12 Roof, east side parapet wall:

- Building Exterior, 288.54 SF of concrete wall plaster, 63 FT long x 4.58 FT high, plaster detached due to high winds, 0% work completed.

00.13 Roof:

- Building Exterior, 23,786.5 SF of bitumen rolls roof water proofing system (refer to MOR for description of required work), (45.5 FT long x 123 FT wide + 63 FT long x 30 FT wide + 170 FT long x 90 FT wide + 40 FT long x 25 FT wide, scrapped, separated, and bubbled due to wind driven rain and high winds, 0% work completed.

00.14 Roof:

- Building Exterior, 1 each of aluminum roof's parapet wall cap (10 FT long x 0.75 FT wide), bent and broken due to high winds, 0% work completed.

00.15 Roof:

- Building Exterior, 2 each of Daikin RXS 50 KVM A/C Units (mini splits), knocked down and disconnected due to high winds (these were temporarily re-connected), 0% work completed.

00.16 Roof:

- Building Exterior, 6 each of roof drains (6" diameters and 4" in height), broken due to high winds, 0% work completed.

00.17 Roof:

- Building Exterior, 6 each of Danosa roof drain's water proof seals (3 FT long x 3 FT wide, scrapped and separated due to high winds, 0% work completed.

00.18 Exterior:

- Building Exterior, 18,131 SF of concrete wall paint, Sides: North 45.5 FT long x 26 FT height, South (90 FT + 45 FT) long x 20 FT height + East (123 FT + 45 FT + 170 FT) long x 26 FT height + West (123 FT + 170 FT) x 20 FT height, stained and peeled due to high

winds, 0% work completed.

00.19 Exterior, Site, east side, 18.38976, -66.07697:

- Building Exterior, 1 each of wooden electrical utility pole (refer to MOR for description of required work), pole was tilted due to high winds, 0% work completed.

Damage #209918; Edificio H

General Facility Information:

- **Facility Type:** Building
- **Building Type:** Rehabilitation Center
- **Facility:** Puerto Rico Department of Health - Building H
- **Facility Description:** This is an approximately 10,800 GSF, 3 story structure. Its reinforced concrete, slab-on-grade construction, glass windows, flat roof asphalt rolled bitumen waterproofing system.
- **Approx. Year Built:** 1990
- **Location Description:** Maga Street, Bo. Monacillos, San Juan, PR 00926
- **GPS Latitude/Longitude:** 18.38916, -66.07695
- **Number of Stories:** 3

General Damage Information:

- **Date Damaged:** 9/20/2017
- **Cause of Damage:** The island of Puerto was impacted by Hurricane Maria causing extensive damage, island wide. The facility was subject to straight-line winds, power surges, and water intrusion/infiltration. Damages include, but not limited to roof waterproofing, metal roofing, paint separation, and electrical.

Building Damage:

Ground Level:

- Building Exterior, 1 each of York - Model# ZF240C00Y4A1AAA1A1, 25 ton A/C unit, was broken by fallen tree limb due to high winds, 100% work completed.

Final Scope

151635 Edificio E

Work completed

The applicant utilized contracts for repairs to **Edificio E** to restore facilities back to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

00.04 1st floor, Pharmacy Area / Prescriptions Storage:

- A. Removed and replaced, 40 each of fluorescent lamp tubes (4 FT long).

00.08 1st floor, OCASET File Room:

- A. Prepared and painted, 147.5 SF of concrete wall paint.



Work to be completed

The applicant will utilize contracts and (or) force accounts for repairs to **Edificio E** to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

00.01 1st floor, Lobby / Pharmacy Area:

- A. Remove and replace in kind, 1,302 SF of acoustic tiles, 2 FT wide by 4 FT height.
- B. Remove and replace in kind, 584 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.03 1st floor, Pharmacy Area / Materials Storage:

- A. Prepare and paint in kind, 308 SF of concrete ceiling paint.

00.05 1st floor, Hallway behind Pharmacy Area (south area):

- A. Remove and replace in kind, 840 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.06 1st floor, Hallway, continuation from Lobby (east area):

- A. Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.07 1st floor, Hallway, OCASET:

- A. Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.09 2nd floor, VIH Monitoring Office:

- A. Remove and replace in kind, 314.5 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.10 2nd floor, UPS Room:

- A. Repair in kind, 272 SF of concrete ceiling plaster.

00.11 UPS Room:

- A. Prepare and paint in kind, 697 SF of concrete ceiling paint.

00.12 Roof, east side parapet wall:

- A. Repair in kind, 288.54 SF of concrete wall plaster.

00.13 Roof:

- A. Remove and replace in kind, 23,786.5 SF of bitumen rolls roof water proofing system.

00.14 Roof:

- A. Remove and replace in kind, 1 each of aluminum roof's parapet wall cap (10 FT long x 0.75 FT wide).

00.15 Roof:

- A. Remove and replace in kind, 2 each of Daikin RXS 50 KVM A/C Units (mini splits).

00.16 Roof:

- A. Remove and replace in kind, 6 each of roof drains (6" diameters and 4" in height).

00.17 Roof:

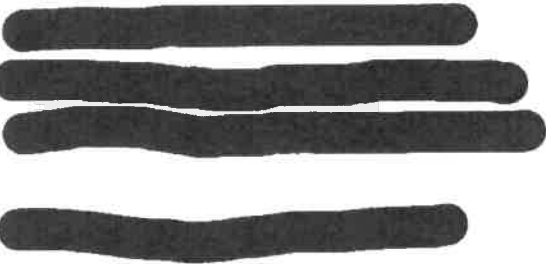
- A. Remove and replace in kind, 6 each of Danosa roof drain's waterproof seals (3 FT long x 3 FT wide).

00.18 Exterior:

- A. Prepare and paint in kind, 18,131 SF of concrete wall paint.

00.19 Exterior, Site, east side, 18,38976, -66.07697:

- A. Remove and replace in kind, 1 each of wooden electrical utility pole.

**Project Notes:**

1. All site estimates for work to be completed were generated using RS means. See attachment labeled *ST95394-DR4339PR-CEF.xml*.
2. Applicant responded via email requesting FEMA to estimate work completed components without invoices. See attachment labeled: *95394-DR4339PR-Applicant Email Reply to Quote for AC Repair.pdf*.
3. GPS coordinates have been checked for accuracy.
4. Applicant will comply with local, commonwealth, federal procurement laws, regulations, and procedures.
5. The contractor/owner will be responsible for the proper disposition of construction debris in authorized landfills. Contractor will provide the name, location, coordinates and permits of the facility to the corresponding authorities.
6. Cost share for this version is 90%. All work and costs in this project fall between September 20, 2017 and September 20, 2022.
7. All Procurement documents attached have been reviewed. See attachment labeled: *PRDOH Procurement Policy Spanish 2006-10-02.pdf*
8. 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.

406 HMP Scope

Project #95394; MHOD409 - Building E and Building H

Damage #151635; Edificio E

Sub-Applicant/Applicant; PR DEPARTMENT OF HEALTH (000-U4QVB-00)

Site Address; Psychiatric Hospital, Bldg. E, Maga Street Interior, San Juan, P.R. 00921

Hazard Mitigation Proposal (HMP) Scope of Work

In order to prevent or reduce future damages from similar events, the applicant proposed the following mitigation measures:

00.13 Roof

Add an additional membrane on 23,786.5 SF of roof to help absorb energy from flying debris and protect roof membranes below, helping to mitigate damage to the roof and building interior from water infiltration.

00.15 Roof

Add 6 hurricane straps to two (2) HVAC condensing unit to reduce the unit from shifting on its foundation.

00.18 Exterior

Replace exterior paint for 18,131 SF of waterproof coating for exterior walls to prevent future damages from long term exposure to moisture and mold growth.

00.19 Exterior, East Side

Replace wooden electrical utility pole for a galvanized electrical utility pole.

Install concrete base for high pole, up to 40 FT high.

Hazard Mitigation Proposal (HMP) Cost

[REDACTED]

Cost Effectiveness Calculation

[REDACTED]

In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C cost effectiveness is achieved when the mitigation measure is specifically listed in Appendix J: Cost-Effective Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies.

See Mitigation Profile Documents Tab for complete version of this HMP and supporting documents (PROJECT95394_DR4339PR_HMP and PROJECT95394-DR4339PR-HM COST ESTIMATE).

209918 Edificio H

Work to be completed

The applicant will utilize contracts for repairs **Edificio H** to restore facilities back to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

Ground Level:

- A. Repair in kind, 1 each of York - Model# ZF240C00Y4A1AAA1A1, 25-ton A/C unit. [See Scope note # 1 & 2]

Scope Note:

1. This damage was not 100% completed. According to an email communication of August 18, 2021, the A/C package unit was temporarily repaired but is does not work "In optimal conditions". Please see attachment labeled: *95394-DR4339PR-Email Request for Quote for AC Repair.pdf*
2. Applicant provide quote for the 20 Tons A/C unit repair. See attachment labeled: *95394-DR4339PR-Repair Quote for 20 Ton AC RFLPRJ-56387.*

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	[REDACTED]	Completed
9001 (Contract)	1.00	Lump Sum	[REDACTED]	Completed
9000 (CEF Cost Estimate)	1.00	Lump Sum	[REDACTED]	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	[REDACTED]	Completed
9001 (Contract)	1.00	Lump Sum	[REDACTED]	Uncompleted

CRC Gross Cost

Total 406 HMP Cost

Total Insurance Reductions

CRC Net Cost

Federal Share (90.00%)

Non-Federal Share (10.00%)

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW-09492(10183)				

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Additional subawards can be included in this consolidation during the 12 months following the date of declaration. Subrecipient agrees to fund any overrun associated with completion of the work.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

9/20/2021

GENERAL INFORMATION

Event: 4339DR-PR

Project: ST 95394

Category of Work: Cat B - Buildings & Equipment

Applicant: PR Department of Health

Event Type: Hurricane / Maria

Cause of Loss: Wind / Wind Driven Rain

COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Yes

Policyholder per Policy Documents: "Departamento de Salud"

Policy Issued by: Triple- S Propiedad

Policy Number: 30-CF-85034558-0

Policy Period: From: 4/7/2017 To: 4/7/2018

Policy Valuation: Blanket Policy

RCV or ACV: Replacement Cost Value

Deductible Type: % of Limits : 2%

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00.

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00.

NUMBER OF DAMAGED INVENTORIES INCLUDED IN THIS PROJECT: (2)

Damaged Inventory (DI) #151635:

Edificio E

Number of damaged locations included in this DI: (1)

Location Description: Psychiatric Hospital, Bldg. E, Maga Street Interior, San Juan, P.R. 00921

GPS Coordinates: 18.38980, -66.07720

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled to on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:

1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
 - a. The amount of any deductible or self-insured retention the applicant assumed ("retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

(1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.

(c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.

(e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- a. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- b. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Charlotte De Jesus Negron, PA Insurance Specialist

CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Building	An Obtain & Maintain Requirement is being required for Building, for the peril of Wind (all wind associated losses including "wind driven rain" for "Edificio E" in the amount of	

406 Mitigation

There is no additional mitigation information on MHOD-09 Building E and Building H.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA): 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. 2. For asbestos containing material and lead base paint the Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR-DNER guidelines at a permitted site or landfill or provide evidence of the close out permit from PR-DNER for activities of remediation, abatement or removal of those materials.

EHP Additional Info

There is no additional environmental historical preservation on MHOD409 - Building E and Building H

Final Reviews

Final Review

Reviewed By Moreno Rivera, Jose A.

Reviewed On 10/09/2021 8:26 AM AST

Review Comments

Project reviewed by HSS in Final FEMA Review upon completion of PDMG review. FPF & CEF Part E edited per new adjustments. No BBA opportunities were identified for this project. L&A checklist uploaded and considered in estimate. No insurance reduction is being made to this facility. Applicant shall comply with EHP and Subaward Conditions. Ready for and advanced to Recipient Final Review.

Recipient Review

Reviewed By Laboy, Rozana

Reviewed On 10/22/2021 8:41 AM AST

Review Comments

Project reviewed and advanced to applicant (next step). The applicant is responsible to review the project including DDD; SOW and FCE necessary to repair into pre disaster condition or repair event related damages or replace contents damaged during the event. Using applicable codes and standards, necessary to complete the scope of work including HM 406. Maintain records of back up documents; permits, Insurance reductions or anticipated insurance reduction evidence. Obtain and maintain insurance policy according to requirements and compliance with EHP notes and conditions. If the applicant decides to make any changes to the SOW approved after project obligation, they must request it before starting construction.

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4QV8-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 1 – Building Overview



Photo 2 – Building Overview



Photo 3 – Building Overview



Photo 4 – Building Overview

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4OVB-00)
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E		GPS COORDINATES: 18.389800, -66.077200



Photo 5 – Building Overview



Photo 6 – Building Overview



Photo 7 – Building Overview



Photo 8 – Building Overview

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 9 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 10 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 11 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 12 – Lobby / Pharmacy Area Hallway towards surveillance area, damaged acoustic tiles (2 FT wide by 4 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 13 – Pharmacy Area / Materials Storage, concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor



Photo 14 – Pharmacy Area / Materials Storage, concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor



Photo 15 – Pharmacy Area / Prescriptions Storage Overview

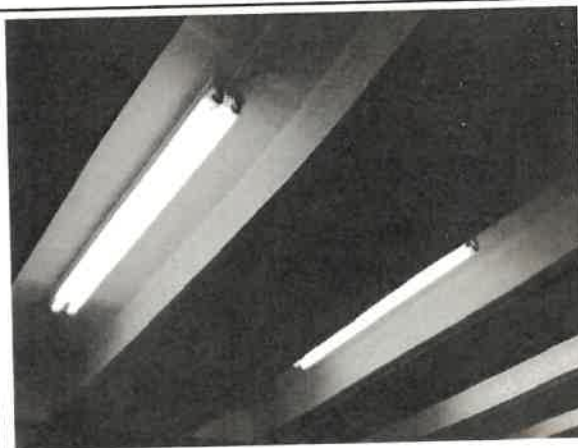


Photo 16 – Pharmacy Area / Prescriptions Storage, 40 damaged fluorescent lamp tubes (4 FT long) were replaced

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4OVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200

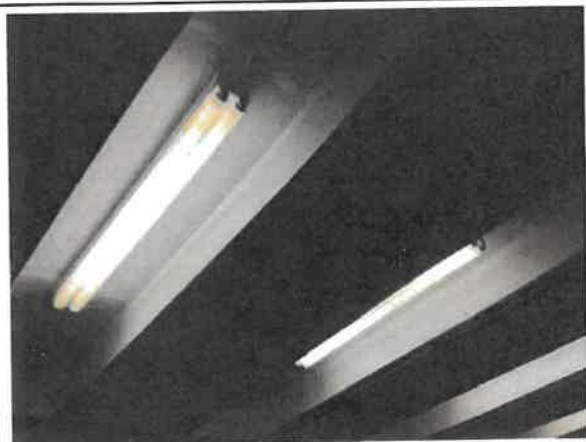


Photo 17 – Pharmacy Area / Prescriptions Storage, 40 damaged fluorescent lamp tubes (4 FT long) were replaced



Photo 18 – Hallway behind Pharmacy Area (south side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 19 – Hallway behind Pharmacy Area (south side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 20 – Hallway continuation from Lobby (east side), damaged acoustic tiles (2 FT wide by 4 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4OVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 21 – Hallway continuation from Lobby (east side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 22 – Hallway, Oficina Central de Asuntos de SIDA y Enfermedades Transmisibles (OCASET), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 23 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 24 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62170	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 25 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 26 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion



Photo 27 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion



Photo 28 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 29 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 30 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)

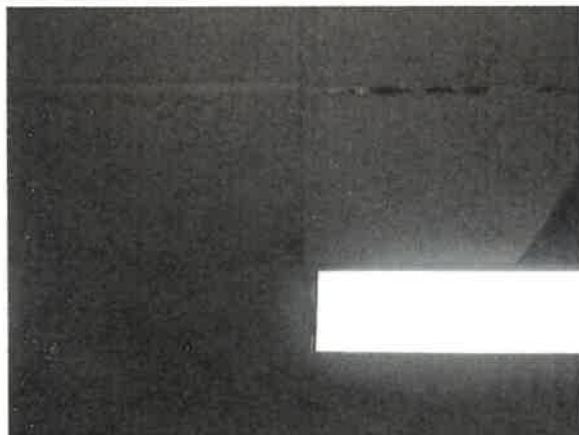


Photo 31 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 32 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4QVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 33 – UPS Room, damaged concrete ceiling plaster (cracked and detached)



Photo 34 – UPS Room, damaged concrete ceiling plaster (cracked and detached)



Photo 35 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)



Photo 36 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 37 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)



Photo 38 – Building exterior, parapet concrete plaster detachment



Photo 39 – Building exterior, parapet concrete plaster detachment



Photo 40 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 41 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 42 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 43 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 44 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 45 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 46 – Damaged 10 FT roof parapet wall section, bended and broken



Photo 47 – Damaged 10 FT roof parapet wall section, bended and broken



Photo 48 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 49 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)



Photo 50 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)

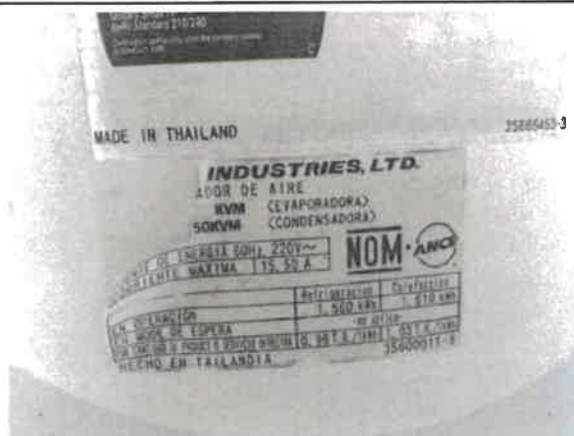


Photo 51 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)



Photo 52 – Damaged roof drain with strainer

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior. San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 53 – Damaged roof drain with strainer



Photo 54 – Damaged roof drain with strainer



Photo 55 – Damaged roof drain's danosa waterproof base



Photo 56 – Building exterior concrete wall paint damage

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Mga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 57 – Building exterior concrete wall paint damage



Photo 58 – Building exterior concrete wall paint damage



Photo 59 – Damaged electrical utility pole (40 FT height)



Photo 60 – Damaged electrical utility pole (40 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4OVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62379	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 61 – Damaged electrical utility pole (40 FT height)

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Appendix III



ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

Client Name: Departamento de Salud de Puerto Rico Project Name: Building E Address: San Juan, Puerto Rico Date: 10/24/22 Inspector: Elme Rivera XRF Serial No.: 3115							
Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
1					Calibration	1.0	
2					Calibration	1.0	
3					Calibration	1.0	
4	2nd Floor - Bldg. E, OIAT	Office 1	Wood	Brown	Door Frame	0.1	
5	2nd Floor - Bldg. E, OIAT	Office 1	Wood	Brown	Door	0.2	
6	2nd Floor - Bldg. E, OIAT	Office 1	Concrete	Lt. Green	Wall A	0.3	
7	2nd Floor - Bldg. E, OIAT	Office 1	Concrete	Gray	Wall B	0.1	
8	2nd Floor - Bldg. E, OIAT	Office 1	Gypsum	Lt. Green	Wall C	0.2	
9	2nd Floor - Bldg. E, OIAT	Office 1	Concrete	Lt. Green	Wall D	0.1	
10	2nd Floor - Bldg. E, OIAT	Office 1	Concrete	Green	Column	0.1	
11	2nd Floor - Bldg. E, OIAT	Office 1	Concrete	Green	Column Center	0.3	
12	2nd Floor - Bldg. E, OIAT	Office 2	Wood	Brown	Door Frame	0.1	
13	2nd Floor - Bldg. E, OIAT	Office 2	Wood	Brown	Door	0.2	
14	2nd Floor - Bldg. E, OIAT	Office 2	Gypsum	Gray	Wall A	0.1	
15	2nd Floor - Bldg. E, OIAT	Office 2	Gypsum	Gray	Wall B	0.2	
16	2nd Floor - Bldg. E, OIAT	Office 2	Concrete	Peach	Wall C	0.1	

Approved By: **Ady Padan Ph.D.**

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
17	2nd Floor - Bldg. E, OIAT	Office 2	Concrete	Green	Wall D	0.3	
18	2nd Floor - Bldg. E, OIAT	Office 3	Wood	Peach	Door Frame	0.1	
19	2nd Floor - Bldg. E, OIAT	Office 3	Wood	Cream	Door	0.2	
20	2nd Floor - Bldg. E, OIAT	Office 3	Concrete	Cream	Wall A	0.1	
21	2nd Floor - Bldg. E, OIAT	Office 3	Concrete	Cream	Wall B	0.2	
22	2nd Floor - Bldg. E, OIAT	Office 3	Concrete	Cream	Wall C	0.1	
23	2nd Floor - Bldg. E, OIAT	Office 3	Gypsum	Cream	Wall D	0.1	
24	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Cream	Wall A	1.6	
25	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Cream	Wall B	2.2	
26	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Brown	Wall C	2.7	
27	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Brown	Wall D	2.5	
28	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Cream	Column	2.4	
29	2nd Floor - Bldg. E, OIAT	Office 4	Concrete	Cream	Column	1.9	
30	2nd Floor - Bldg. E, OIAT	Office 5	Wood	Cream	Door Frame	0.1	
31	2nd Floor - Bldg. E, OIAT	Office 5	Wood	Brown	Door	0.1	
32	2nd Floor - Bldg. E, OIAT	Office 5	Concrete	White	Wall A	2.1	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

Client Name: Departamento de Salud de Puerto Rico Project Name: Building E Address: San Juan, Puerto Rico Date: 10/24/22 Inspector: Elme Rivera XRF Serial No.: 3115						
Reading #	Structure	Room	Substrate	Color	Component & Location	Laboratory Result (% or mg/cm ²)
33	2nd Floor - Bldg. E, OIAT	Office 5	Concrete	White	Wall B	3.1
34	2nd Floor - Bldg. E, OIAT	Office 5	Gypsum	White	Wall C	0.1
35	2nd Floor - Bldg. E, OIAT	Office 5	Concrete	White	Wall D	0.1
36	2nd Floor - Bldg. E, OIAT	Office 5	Concrete	White	Column Corner	1.6
37	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Lt. Green	Wall A	0.1
38	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Lt. Gray	Wall B	0.2
39	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Lt. Green	Wall C	0.1
40	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Lt. Green	Wall D	0.2
41	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Green	Column Corner	2.5
42	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Lt. Green	Wall C	0.1
43	2nd Floor - Bldg. E, OIAT	Office 6 (Epidemiology)	Concrete	Green	Column Corner	0.3
44	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall B	2.1
45	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall C	0.2
46	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall D	0.1
47	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Green	Wall B	0.5
48	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Green	Wall D	3.1

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico
Project Name: Building E
Address: San Juan, Puerto Rico

Date: 10/24/22
Inspector: Elme Rivera
XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
49	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall B	0.1	
50	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall C	0.2	
51	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Green	Wall D	0.1	
52	2nd Floor - Bldg. E, OIAT	Corridor	Ceramic	Cream	Floor Tile	0.2	
53	2nd Floor - Bldg. E, OIAT	Storage 2	Metal	Brown	Door Frame	0.1	
54	2nd Floor - Bldg. E, OIAT	Storage 2	Metal	Brown	Door	0.2	
55	2nd Floor - Bldg. E, OIAT	Storage 2	Concrete	Lt. Green	Wall A	0.1	
56	2nd Floor - Bldg. E, OIAT	Storage 2	Concrete	Lt. Green	Wall B	0.2	
57	2nd Floor - Bldg. E, OIAT	Storage 2	Concrete	Lt. Green	Wall C	0.1	
58	2nd Floor - Bldg. E, OIAT	Storage 2	Concrete	Lt. Green	Wall D	0.2	
59	2nd Floor - Bldg. E, OIAT	Storage 2	Ceramic	Brown	Floor Tile	0.3	
60	2nd Floor - Bldg. E, OIAT	Storage 2	Concrete	White	Ceiling	0.3	
61	2nd Floor - Bldg. E, OIAT	Storage 1	Metal	Brown	Door Frame	0.1	
62	2nd Floor - Bldg. E, OIAT	Storage 1	Metal	Brown	Door	0.2	
63	2nd Floor - Bldg. E, OIAT	Storage 1	Concrete	Cream	Wall A	0.1	
64	2nd Floor - Bldg. E, OIAT	Storage 1	Concrete	Cream	Wall B	0.2	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
65	2nd Floor - Bldg. E, OIAT	Storage 1	Concrete	Cream	Wall C	0.1	
66	2nd Floor - Bldg. E, OIAT	Storage 1	Concrete	Cream	Wall D	0.2	
67	2nd Floor - Bldg. E, OIAT	Storage 1	Concrete	Cream	Column	0.1	
68	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Metal	Brown	Door Frame	0.1	
69	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Metal	Brown	Door	0.2	
70	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Concrete	Cream	Wall A	0.1	
71	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Concrete	Cream	Wall B	0.2	
72	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Concrete	Cream	Wall C	0.1	
73	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Concrete	Cream	Wall D	0.2	
74	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Ceramic	Brown	Floor Tile	0.1	
75	2nd Floor - Bldg. E, OIAT	Mechanic HVAC Room	Concrete	Cream	Baseboard	0.1	
76	2nd Floor - Bldg. E, OIAT	UPS	Metal	Peach	Door Frame	0.1	
77	2nd Floor - Bldg. E, OIAT	UPS	Metal	Peach	Door	0.2	
78	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Green	Wall A	0.1	
79	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Green	Wall B	0.2	
80	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Green	Wall C	0.1	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

Client Name: Departamento de Salud de Puerto Rico Project Name: Building E Address: San Juan, Puerto Rico Date: 10/24/22 Inspector: Elme Rivera XRF Serial No.: 3115							
Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
81	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Green	Wall D	0.2	
82	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Green	Joist	0.1	
83	2nd Floor - Bldg. E, OIAT	UPS	Concrete	White	Ceiling	0.2	
84	2nd Floor - Bldg. E, OIAT	UPS	Concrete	Lt. Brown	Column	0.1	
85	2nd Floor - Bldg. E, OIAT	Technical Room 1	Metal	Brown	Door Frame	0.1	
86	2nd Floor - Bldg. E, OIAT	Technical Room 1	Metal	Brown	Door	0.2	
87	2nd Floor - Bldg. E, OIAT	Technical Room 1	Concrete	Lt. Green	Wall A	0.1	
88	2nd Floor - Bldg. E, OIAT	Technical Room 1	Concrete	Lt. Green	Wall B	2.7	
89	2nd Floor - Bldg. E, OIAT	Technical Room 1	Concrete	Lt. Green	Wall C	0.1	
90	2nd Floor - Bldg. E, OIAT	Technical Room 1	Concrete	Lt. Green	Wall D	0.2	
91	2nd Floor - Bldg. E, OIAT	Technical Room 2	Wood	Lt. Green	Door Frame	0.1	
92	2nd Floor - Bldg. E, OIAT	Technical Room 2	Wood	Lt. Green	Door	0.2	
93	2nd Floor - Bldg. E, OIAT	Technical Room 2	Wood	White	Wall A	0.1	
94	2nd Floor - Bldg. E, OIAT	Technical Room 2	Wood	White	Wall B	0.2	
95	2nd Floor - Bldg. E, OIAT	Technical Room 2	Concrete	White	Wall C	0.1	
96	2nd Floor - Bldg. E, OIAT	Technical Room 2	Concrete	White	Wall D	0.2	

Approved By: **Ady Padan Ph.D.**

Date: **10/24/2022**

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
97	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Metal	Cream	Door Frame	0.1	
98	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Metal	Cream	Door	0.2	
99	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Concrete	Peach	Wall A	0.1	
100	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Concrete	Peach	Wall B	1.7	
101	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Concrete	Peach	Wall C	1.7	
102	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Concrete	Peach	Wall D	2.0	
103	2nd Floor - Bldg. E, OIAT	OIAT Data Room	Concrete	Peach	Column	2.1	
104	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Gray	Wall A	1.9	
105	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Gray	Wall B	2.0	
106	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Gray	Wall C	0.1	
107	2nd Floor - Bldg. E, OIAT	Corridor	Concrete	Lt. Gray	Wall D	0.2	
108	2nd Floor - Bldg. E, OIAT	Corridor	Terrazo	Cream	Floor Tile	0.1	
109	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Wood	Brown	Door Frame	0.1	
110	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Wood	Brown	Door	0.2	
111	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Concrete	Cream	Wall A	0.1	
112	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Concrete	Green	Wall B	0.2	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

Client Name: Departamento de Salud de Puerto Rico Date: 10/24/22 Project Name: Building E Inspector: Elme Rivera Address: San Juan, Puerto Rico XRF Serial No.: 3115							Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
113	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Concrete	Cream	Wall C	0.1								
114	2nd Floor - Bldg. E, OIAT	Monitoring Office 1	Concrete	Cream	Wall D	0.1								
115	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Wood	Brown	Door Frame	0.1								
116	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Wood	Brown	Door	0.1								
117	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Concrete	Cream	Wall A	0.1								
118	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Concrete	Cream	Wall B	0.2								
119	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Concrete	Cream	Wall C	0.1								
120	2nd Floor - Bldg. E, OIAT	Monitoring Office 2	Gypsum	Cream	Wall D	0.2								
121	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Wood	Brown	Door Frame	0.1								
122	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Wood	Brown	Door	0.2								
123	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Concrete	Cream	Wall A	0.1								
124	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Gypsum	Cream	Wall B	0.2								
125	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Concrete	Cream	Wall C	0.1								
126	2nd Floor - Bldg. E, OIAT	Monitoring Office 3	Concrete	Cream	Wall D	0.4								
127	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Wall A	0.1								
128	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Wall B	0.2								

Approved By: **Ady Padan Ph.D.**

Date: **10/24/2022**

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
129	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Wall C	0.1	
130	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Wall D	0.2	
131	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Column Wall A	1.9	
132	1st Floor - Bldg. E, OCASET	Main Hallway	Concrete	White	Column Wall B	0.1	
133	1st Floor - Bldg. E, OCASET	File Room 1	Metal	White	Door Frame	0.1	
134	1st Floor - Bldg. E, OCASET	File Room 1	Metal	White	Door	0.2	
135	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Wall A	0.1	
136	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Wall B	0.1	
137	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Wall C	0.2	
138	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Wall D	0.1	
139	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Ceiling	0.2	
140	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	White	Joist	0.1	
141	1st Floor - Bldg. E, OCASET	File Room 1	Concrete	Yellow	Column	0.2	
142	1st Floor - Bldg. E, OCASET	File Room 1	Metal	Yellow	Water Pipe 4"	0.1	
143	1st Floor - Bldg. E, OCASET	File Room 1	Metal	Gray	Water Pipe 2"	0.1	
144	1st Floor - Bldg. E, OCASET	File Room 2	Metal	Gray	Door Frame	0.1	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET							
Client Name: Departamento de Salud de Puerto Rico			Date: 10/24/22				
Project Name: Building E			Inspector: Elme Rivera				
Address: San Juan, Puerto Rico			XRF Serial No.: 3115				
Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
145	1st Floor - Bldg. E, OCASET	File Room 2	Metal	Cream	Door	0.2	
146	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	Cream	Wall A	0.1	
147	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	Cream	Wall B	0.2	
148	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	Cream	Wall C	0.1	
149	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	Cream	Wall D	0.2	
150	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	Cream	Column	0.1	
151	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	White	Ceiling	0.3	
152	1st Floor - Bldg. E, OCASET	File Room 2	Concrete	White	Joist	0.1	
153	1st Floor - Bldg. E, OCASET	File Room 3	Wood	Brown	Door Frame	0.2	
154	1st Floor - Bldg. E, OCASET	File Room 3	Wood	Brown	Door	0.1	
155	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	Cream	Wall A	0.2	
156	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	Cream	Wall B	0.1	
157	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	Cream	Wall C	0.2	
158	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	Cream	Wall D	0.1	
159	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	Cream	Column	0.2	
160	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	White	Joist	0.1	

Approved By: Ady Padian Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico
Project Name: Building E
Address: San Juan, Puerto Rico

Date: 10/24/22
Inspector: Elme Rivera
XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
161	1st Floor - Bldg. E, OCASET	File Room 3	Concrete	White	Ceiling	0.2	
162	1st Floor - Bldg. E, OCASET	File Room 3	Terrazo	White	Floor Tile	0.1	
163	1st Floor - Bldg. E, OCASET	File Room 4	Wood	Brown	Door Frame	0.2	
164	1st Floor - Bldg. E, OCASET	File Room 4	Wood	Brown	Door	0.1	
165	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	Cream	Wall A	0.2	
166	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	Cream	Wall B	0.1	
167	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	Cream	Wall C	0.2	
168	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	Cream	Wall D	0.1	
169	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	Cream	Column	0.2	
170	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	White	Ceiling	0.1	
171	1st Floor - Bldg. E, OCASET	File Room 4	Concrete	White	Joist	0.2	
172	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Metal	Brown	Door Frame	0.1	
173	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Metal	Brown	Door	0.2	
174	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Concrete	Cream	Wall A	0.1	
175	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Concrete	Cream	Wall B	0.2	
176	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Concrete	Cream	Wall C	0.1	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
177	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 1	Gypsum	Cream	Wall D	0.2	
178	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Wood	Brown	Door Frame	0.1	
179	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Wood	Brown	Door	0.2	
180	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Gypsum	Cream	Wall A	0.1	
181	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Concrete	White	Wall B	0.1	
182	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Gypsum	White	Wall C	0.2	
183	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 2	Concrete	White	Wall D	0.1	
184	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Wood	Brown	Door Frame	0.2	
185	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Wood	Brown	Door	0.1	
186	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Gypsum	White	Wall A	0.2	
187	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Concrete	White	Wall B	0.1	
188	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Concrete	White	Wall C	0.2	
189	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 3	Gypsum	White	Wall D	0.1	
190	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Wood	Brown	Door Frame	0.1	
191	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Wood	Brown	Door	0.1	
192	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Gypsum	White	Wall A	0.2	

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monseñate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET						
Client Name: <u>Departamento de Salud de Puerto Rico</u>		Date: <u>10/24/22</u>				
Project Name: <u>Building E</u>		Inspector: <u>Elme Rivera</u>				
Address: <u>San Juan, Puerto Rico</u>		XRF Serial No.: <u>3115</u>				
Reading #	Structure	Room	Substrate	Color	Component & Location	Laboratory Result (% or mg/cm ²)
193	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Concrete	White	Wall B	0.1
194	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Concrete	White	Wall C	0.2
195	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Gypsum	White	Wall D	0.1
196	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Terrazo	White	Floor Tile	0.1
197	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Concrete	Cream	Ceiling	0.1
198	1st Floor - Bldg. E, Pharmacy	Pharmacy Prescription 4	Concrete	Cream	Joist	0.2
199	1st Floor - Bldg. E, Pharmacy	Storage 1	Metal	Brown	Door Frame	0.1
200	1st Floor - Bldg. E, Pharmacy	Storage 1	Metal	Brown	Door	0.2
201	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	Cream	Wall A	0.1
202	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	Cream	Wall B	0.2
203	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	Cream	Wall C	0.1
204	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	Cream	Wall D	0.2
205	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	Cream	Column	0.1
206	1st Floor - Bldg. E, Pharmacy	Storage 1	Terrazo	White	Floor Tile	0.2
207	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	White	Ceiling	0.1
208	1st Floor - Bldg. E, Pharmacy	Storage 1	Concrete	White	Joist	0.1

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET						
Client Name: Departamento de Salud de Puerto Rico			Date: 10/24/22			
Project Name: Building E			Inspector: Elme Rivera			
Address: San Juan, Puerto Rico			XRF Serial No.: 3115			
Reading #	Structure	Room	Substrate	Color	Component & Location	Laboratory Result (% or mg/cm ²)
209	1st Floor - Bldg. E, Pharmacy	Storage 2	Metal	Brown	Door Frame	0.1
210	1st Floor - Bldg. E, Pharmacy	Storage 2	Metal	Brown	Door	0.1
211	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	Cream	Wall A	0.1
212	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	Cream	Wall B	0.2
213	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	Cream	Wall C	0.1
214	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	Cream	Wall D	0.2
215	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	White	Ceiling	0.3
216	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	White	Joist	0.1
217	1st Floor - Bldg. E, Pharmacy	Storage 2	Concrete	Cream	Column	0.2
218	1st Floor - Bldg. E, Pharmacy	Storage 2	Metal	Yellow	Electrical Pipe	0.1
219	1st Floor - Bldg. E, Pharmacy	Storage 3	Metal	Brown	Door Frame	0.2
220	1st Floor - Bldg. E, Pharmacy	Storage 3	Metal	Brown	Door	0.1
221	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	Cream	Wall A	0.2
222	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	Cream	Wall B	0.1
223	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	Cream	Wall C	0.2
224	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	Cream	Wall D	0.3

Approved By: Ady Padan Ph.D.

Date: 10/24/2022

ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.
611 Monserrate Street, 2nd. Floor, Santurce, P. R. 00907

LEAD BASED PAINT TESTING DATA SHEET

Client Name: Departamento de Salud de Puerto Rico

Project Name: Building E

Address: San Juan, Puerto Rico

Date: 10/24/22

Inspector: Elme Rivera

XRF Serial No.: 3115

Reading #	Structure	Room	Substrate	Color	Component & Location	XRF Reading	Laboratory Result (% or mg/cm ²)
225	1st Floor - Bldg. E, Pharmacy	Storage 3	Terrazo	White	Floor Tile	0.1	
226	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	White	Ceiling	0.1	
227	1st Floor - Bldg. E, Pharmacy	Storage 3	Concrete	White	Joist	0.2	
228	Building E	Exterior	Concrete	Lt. Gray	Wall A	0.3	
229	Building E	Exterior	Concrete	Lt. Gray	Wall B	0.1	
230	Building E	Exterior	Concrete	Lt. Gray	Wall C	0.2	
231	Building E	Exterior	Concrete	Lt. Gray	Wall D	0.1	
232	Building E	Exterior	Concrete	Gray	Trim	0.2	
233	Building E	Exterior	Concrete	Gray	Column	0.3	
234	Building E	Exterior	Concrete	Gray	Roof Trim	0.1	
235	Building E	Exterior	Concrete	Lt. Gray	Window Sill	0.3	
236	Building E	Exterior	Metal	White	Window	0.4	
237	Building E	Exterior	Metal	White	Door Frame	0.2	
238	Building E	Exterior	Metal	White	Door	0.1	
239	Building E	Exterior	Metal	White	Railing	0.1	

Approved By: Ady Padian Ph.D.

Date: 10/24/2022

Appendix IV



Selective Photos



**General View of Building E
Psychiatric Hospital
San Juan, PR**



**General View of Building E
Psychiatric Hospital
San Juan, PR**



**White Concrete Walls
Painted with LBP
Office 4 (Background Check)**

Selective Photos



**White Concrete Walls and
Corner Column
Painted with LBP
Office 5 (Conference Room)**



**Green Concrete Center Column
Painted with LBP
Office 6 (Epidemiology)**

Selective Photos



**Light Green Concrete Wall B
Painted with LBP
Corridor South**



**Green Concrete Wall B
Painted with LBP
Technical Room**



**Peach Concrete Wall
Painted with LBP
CIAT Data Room**

Selective Photos



**Peach Concrete Column
Painted with LBP
CIAT Data Room**



**Peach Concrete Wall
Painted with LBP
VIH Corridor**



ASBESTOS



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APPENDIX II - Documents provided by DOH including DDD,
FEMA Lead and Asbestos checklist and Photos

APPENDIX III- Hazard Assessment

APPENDIX IV- Bulk Samples Results

I. SUMMARY

A limited survey for Asbestos Containing Materials (ACM) was conducted by Analytical Environmental Services International (AES International), Inc. for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico, 00921 (Project #:95394, DI#151635). The investigation is part of FEMA DISASTER 4339DR-PR and 4473DR-PR contract.

The ACM limited inspection was conducted on 10/24/2022 by Elme Rivera, a DRNA/AHERA certified asbestos building inspector. The scope of the survey included sampling and physical assessments of ACM suspected materials listed on FEMA Asbestos Checklist.

Nine (9) samples were collected from suspected materials specified in FEMA's list. Asbestos fibers were not detected in the samples collected.

Additional suspected materials were observed to be present in the buildings, outside of the FEMA's scope of work. These materials include HVAC with mastic, TSI Pipes, VFT with mastic, drywalls, joint compound, baseboard and window caulking.

Consequently, ACM were not found in the specific areas investigated, as listed in the FEMA asbestos checklist.

1.0 INTRODUCTION

A limited survey for Asbestos Containing Materials (ACM) was conducted by Analytical Environmental Services International (AES International), Inc. for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico, 00921 (Project #:95394, DI#151635). The investigation is part of FEMA DISASTER 4339DR-PR and 4473DR-PR contract.

The ACM limited inspection was conducted on 10/24/2022 by Elme Rivera, a DRNA/AHERA certified asbestos building inspector (see Appendix I for credentials). The scope of the survey included sampling and physical assessments of ACM suspected materials listed on FEMA Lead and Asbestos Checklist. The inspection was performed based on a modified AHERA protocol, according to the following scenario:

- The structure was divided in functional spaces.
- Visual inspection was performed using FEMA Asbestos checklist and DDD document to identify materials listed to be sampled.
- Samples were collected from suspected materials identified in FEMA's checklist.

Samples collected during the limited survey were sent to AES International Inc., a NVLAP accredited laboratory located in Santurce, Puerto Rico. Samples were analyzed by Polarized Light Microscopy method (PLM), in accordance to EPA recommended procedures. The samples are defined as asbestos containing materials (ACM) if they contain more than 1% asbestos.

2.0 GENERAL BACKGROUND

Asbestos was used in the construction industry from 1900 to 1989. It is still being used today in various products. The health effects of asbestos have been studied since the 1930's. More health studies have been conducted in asbestos than any other natural substance. The mere presence of asbestos containing materials does not necessarily constitute a health hazard. However, when these materials become disturbed from building renovation, maintenance, or other every day activities that allow fibers to be released into the environment, a potential hazard does exist.

The relationship between exposure level and health risk is very complex. Although this relationship is not completely understood, asbestos exposure has been associated with various types of lung diseases including a debilitating lung disease called ASBESTOSIS; a rare cancer of chest called MESOTHELIOMA; and cancers of the esophagus, stomach, colon and other organs. Asbestosis is not fatal; it is however incurable. One who has it cannot breathe easily and physical activity becomes limited. MESOTHELIOMA is 100% fatal, as there is no cure. These diseases can be directly linked to asbestos because of the mineral particles that can be found in the lining of the lungs and stomach, since the body cannot absorb these minerals. Tests have determined that asbestos can cause

cancer, but scientists disagree on the amount of asbestos fibers that must be inhaled to cause cancer. The nose filters out all visible particles. Therefore, only the microscopic fibers are the one who cause the problems.

Studies indicate different health effect resulting from exposure to chrysotile asbestos versus exposure to the amphibole form of asbestos. The latter, which include tremolite, amosite, actinolite, anthophyllite and crocidolite have more significant health impact than chrysotile.

Some scientists cite studies concluding that is the size of the fibers deposited in the lungs that result in cancer. Long, thin fibers, greater than 8 microns in length and less than 0.25 microns in diameter show the highest potential of cancer development.

2.1 National Emission Standards for Hazardous Air Pollutants (NESHAP)

The EPA's rules concerning the application, removal, and disposal of ACM, as well as manufacturing, spraying and fabricating of ACM were issued under the asbestos NESHAP regulation (U.S. EPA National Emission Standards for Hazardous Air Pollutants, 40 CFR 61 Subpart M, October 30, 1987). The asbestos NESHAP regulation governs asbestos demolition and renovation projects in all facilities. The NESHAP rule usually requires owners or operators to have all friable ACM removed before the building is demolished and may require its removal before renovation. If friable ACM shall be disturbed, the NESHAP rule may require appropriate work practices, or procedures for emission control. The rule states that any ACM, which may become friable, poses a potential hazard that should be addressed.

A revised NESHAP ruling was released on November 20, 1990, effective February 20, 1991 which includes as the responsibility of the owner, or operator, to "prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II non-friable ACM." (40 CFR, Part 61, National Emission Standards for hazardous Air Pollutants, Asbestos NESHAP Revision, Final Rule, November 20, 1990).

3.0 PROJECT IDENTIFICATION/DESCRIPTION

The area investigated consists of building materials shown in FEMA's Asbestos Check list and DDD list (when available). The lists are attached in Appendix II.

4.0 METHODS OF BUILDING INSPECTION

Each material was classified according to the condition of Asbestos Containing Materials (ACM) in that location and the potential for material disturbance. The materials listed in the FEMA's Asbestos Checklist were visually inspected and identified based DDD List (see Appendix II).

5.0 SAMPLING METHODS

Nine (9) samples were collected from suspected materials such as plaster and ceiling tiles. Asbestos fibers were not detected in the samples collected.

Additional suspected materials were observed to be present in the buildings, outside of the FEMA's scope of work. These materials include HVAC with mastic, TSI Pipes, VFT with mastic, drywalls, joint compound, baseboard and window caulking.

6.0 INSPECTION RESULTS

Suspected materials were observed during visual inspection. Nine (9) samples were collected and analyzed. Results are presented in Appendix IV. Asbestos fibers were not detected in the samples collected and analyzed.

7.0 CONCLUSIONS

A survey for ACM was conducted for Building E located in Psychiatric Hospital, Maga Street Interior, San Juan, Puerto Rico. No ACM were detected.

The ACM survey results do not include materials which are non-accessible, non-visible and may be present inside the walls, or covered by other materials. These materials must be assessed at the time of the disturbance and assumed as positive for the time being.

The ACM survey conducted did not address all suspected ACM present in the building but only materials listed by FEMA under the "FEMA Lead and Asbestos Checklist" and (when available) the Damage Description and Dimension (DDD) document. Consequently negative, or positive findings refer only to the areas and materials tested from selected locations.



Elme Rivera, DRNA Asbestos Inspector
Lic#: ASB-1221-0694-SI



Appendix I



United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200051-0

AES International
Santurce, PR

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2022-01-01 through 2022-12-31
Effective Dates



A handwritten signature in blue ink, which appears to read "Peter S. Lander".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

AES International

611 Monserrate

Santurce, PR 00907

Mr. Ady Padan

Phone: 787-722-0220 Fax: 787-724-5788

Email: yotal@bellsouth.net

<http://www.aesipr.org>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200051-0

Bulk Asbestos Analysis

Code

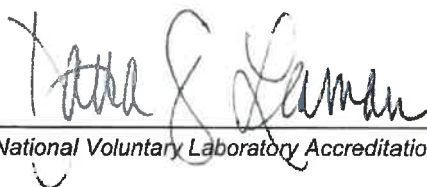
Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

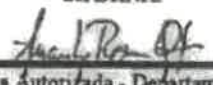
18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program

Asbestos Inspector Credentials

	TARJETA DE REGISTRO PARA LA REMOCION DE ASBESTO
	Esta tarjeta autoriza a:
	<u>Elme Rivera Pérez</u>
	Inspector
ASB-1221-0694-SI	A trabajar en la remoción de asbesto en P.R. Esta persona NO es un empleado del DRNA.
Número de Registro	
19-Nov-2022	Firma Autorizada - Departamento Recursos Naturales y Ambientales
Fecha de vencimiento	



Appendix II



Revised Oct 2020: Lead and Asbestos Checklist (428 Projects)

Project #: **95394** DI #: **151635**

(1) Does the facility meet one of the following criteria? Complete the Permit Checklist first.

Asbestos		Lead	
☒ Building constructed before 1990 and a Construction Permit is triggered based on the below permit checklist		☒ Building constructed before 1978 and a Construction Permit is triggered based on the below permit checklist	
☐ Building constructed before 1990 and project requires a demolition permit		☐ Building constructed before 1978 and a Demolition permit is required	
☐ Applicant has documentation confirming the presence of asbestos* Name of attachment:		☐ Applicant has documentation confirming presence of lead paint* Name of attachment:	
☐ None This DI does not qualify for asbestos abatement estimating for 428 project		☐ None This DI does not qualify for lead abatement estimating for 428 project	

*Applicant must provide the result of a test or survey for the facility which confirms the presence of lead and/or asbestos and must also provide dimensions of the lead and/or asbestos

(2) Review DDD to identify suspect materials

Lead		
Suspect Material	Location in the Building (specify the room)	Quantity in the DDD
Interior and Exterior Finishes		
Exterior/interior paint	Exterior and Interior	19591.5 SF
Ceramic Tile (Wall, Floor)		
Ceramic equipment (Bathtubs, Sinks)		
Metal components (Doors, Windows)		
Fire retardant paint		
Other fire protection materials		
Roads and Bridges		
Road sign paints (Roads, Bridge Parapets)		
Traffic paint (Yellow, white, blue, etc.)		
Other		
Explain:		

Asbestos		
Suspect Material	Location in the Building (specify the room)	Quantity in the DDD
<i>Roofing Materials</i>		
Roof and nonroof coatings		
Roofing felt		
Roofing stucco		
Roof panels		
Asphaltic, Bituminous, SBS, Mastic Sealant, polyolefins		23786.5 SF
<i>Interior and Exterior Finishes</i>		
Vinyl floor tiles		
Vinyl floor tile glue/ adhesives		
Ceiling tiles		
Millboard	Building E Interior	4060 SF
Insulation		
Plasters		
Mastic	Interior UPS room, Ext east parapet wall	560.54 SF
Textured paints (simulated stucco)		
Block filler paints (masonry coating)		
Cement products		
Drywall		
<i>Electrical/HVAC Components</i>		
Duct and return pipeline wrapping		
Boilers		
Sealants		
Extruded sealant tapes		
High-grade electrical paper		
Insulation for friction parts		
Insulation for furnaces and refrigerators		
Glues, Adhesives, Mastic, HVAC Asbestos Sealants		
<i>Other</i>		
Explain:		

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	95394 P/W # 9492	Project Type	Standard
Project Category	E - Buildings and Equipment	Applicant	PR Department of Health (000-U4OVB-00)
Project Title	MHOD409 - Building E and Building H	Event	4339DR-PR (4339DR)
Project Size	Large	Declaration Date	9/20/2017
Activity	9/20/2022	Incident Start Date	9/17/2017
Completion Date		Incident End Date	11/15/2017
Process Step	Obligated		

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #151635; Edificio E

General Facility Information:

- **Facility Type:** Building
- **Building Type:** Rehabilitation Center
- **Facility:** PR Department of Health - Building E
- **Facility Description:** This is a two story reinforced concrete building that has a flat roof and approximately a 26,800 square feet footprint. The building surrounding ground is not leveled with the 1st floor in all areas. The west side has only ground access to the 2nd floor while the east side has only access to the first floor. The west wall is partially underground making the building 1st floor look like a basement. The two main functions of the building are: 1) PR Department of Health Office of Information Technology (OIAT) Data Center and Servers, and 2) various administrative offices.
- **Approx. Year Built:** 1940
- **Location Description:** Psychiatric Hospital, Bldg. E, Maga Street Interior, San Juan, P.R. 00921
- **GPS Latitude/Longitude:** 18.38980, -66.07720
- **Number of Stories:** 2

General Damage Information:

- **Date Damaged:** 9/20/2017
- **Cause of Damage:** The island of Puerto was impacted by Hurricane Maria causing extensive damage, island wide. The facility was subject to straight-line winds, power surges, and water intrusion/infiltration. Damages include, but not limited to roof waterproofing, metal roofing (parapet wall cap), paint separation, and electrical components.

Building Damage:

00.01 1st floor, Lobby / Pharmacy Area:

- Building Interior, 1,302 SF of acoustic tiles, 2 FT wide by 4 FT height, 62 FT long x 21 FT wide, stained due to humidity / power failure, 0% work completed.

00.02 1st floor, Lobby / Pharmacy Area Hallway towards surveillance area:

- Building Interior, 584 SF of acoustic tiles, 2 FT wide by 4 FT height, 73 FT long x 8 FT wide, stained due to humidity / power failure, 0% work completed.

00.03 1st floor, Pharmacy Area / Materials Storage:

- Building Interior, 308 SF of concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor, 0% work completed.

00.04 1st floor, Pharmacy Area / Prescriptions Storage:

- Building Interior, 40 each of fluorescent lamp tubes (4 FT long) for a 62.5 FT long x 35.5 FT wide area, damaged by power fluctuations, 100% work completed.

00.05 1st floor, Hallway behind Pharmacy Area (south area):

- Building Interior, 840 SF of acoustic tiles, 2 FT wide by 4 FT height, 96 FT long x 8.75 FT wide, warped and stained due to humidity / power failure, 0% work completed.

00.06 1st floor, Hallway, continuation from Lobby (east area):

- Building Interior, 510 SF of acoustic tiles, 2 FT wide by 4 FT height, 85 FT long x 6 FT wide, stained due to humidity / power failure, 0% work completed.

00.07 1st floor, Hallway, OCASET:

- Building Interior, 840 SF of acoustic tiles, 2 FT wide by 4 FT height, 85 FT long x 6 FT wide, stained due to humidity / power failure, 0% work completed.

00.08 1st floor, OCASET File Room:

- Building Interior, 147.5 SF of concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion, 100% work completed.

00.09 2nd floor, VIH Monitoring Office:

- Building Interior, 314.5 SF of acoustic tiles, 2 FT wide by 4 FT height, 18.5 FT long x 17 FT wide, stained due to water intrusion from roof, 0% work completed.

00.10 2nd floor, UPS Room:

- Building Interior, 272 SF of concrete ceiling plaster, 34 FT long x 8 FT wide, cracked and separated due to water intrusion from roof, 0% work completed.

00.11 UPS Room:

- Building Interior, 697 SF of concrete ceiling paint, 34 FT long x 20.5 FT wide, bubbled and peeled due to water intrusion from roof, 0% work completed.

00.12 Roof, east side parapet wall:

- Building Exterior, 288.54 SF of concrete wall plaster, 63 FT long x 4.58 FT high, plaster detached due to high winds, 0% work completed.

00.13 Roof:

- Building Exterior, 23,786.5 SF of bitumen rolls roof water proofing system (refer to MOR for description of required work), (45.5 FT long x 123 FT wide + 63 FT long x 30 FT wide + 170 FT long x 90 FT wide + 40 FT long x 25 FT wide, scrapped, separated, and bubbled due to wind driven rain and high winds, 0% work completed.

00.14 Roof:

- Building Exterior, 1 each of aluminum roof's parapet wall cap (10 FT long x 0.75 FT wide), bent and broken due to high winds, 0% work completed.

00.15 Roof:

- Building Exterior, 2 each of Daikin RXS 50 KVM A/C Units (mini splits), knocked down and disconnected due to high winds (these were temporarily re-connected), 0% work completed.

00.16 Roof:

- Building Exterior, 6 each of roof drains (6" diameters and 4" in height), broken due to high winds, 0% work completed.

00.17 Roof:

- Building Exterior, 6 each of Danosa roof drain's water proof seals (3 FT long x 3 FT wide, scrapped and separated due to high winds, 0% work completed.

00.18 Exterior:

- Building Exterior, 18,131 SF of concrete wall paint, Sides: North 45.5 FT long x 26 FT height, South (90 FT + 45 FT) long x 20 FT height + East (123 FT + 45 FT + 170 FT) long x 26 FT height + West (123 FT + 170 FT) x 20 FT height, stained and peeled due to high

winds, 0% work completed.

00.19 Exterior, Site, east side, 18.38976, -66.07697:

- Building Exterior, 1 each of wooden electrical utility pole (refer to MOR for description of required work), pole was tilted due to high winds, 0% work completed.

Damage #209918; Edificio H

General Facility Information:

- **Facility Type:** Building
- **Building Type:** Rehabilitation Center
- **Facility:** Puerto Rico Department of Health - Building H
- **Facility Description:** This is an approximately 10,800 GSF, 3 story structure. Its reinforced concrete, slab-on-grade construction, glass windows, flat roof asphalt rolled bitumen waterproofing system.
- **Approx. Year Built:** 1990
- **Location Description:** Maga Street, Bo. Monacillos, San Juan, PR 00926
- **GPS Latitude/Longitude:** 18.38916, -66.07695
- **Number of Stories:** 3

General Damage Information:

- **Date Damaged:** 9/20/2017
- **Cause of Damage:** The island of Puerto was impacted by Hurricane Maria causing extensive damage, island wide. The facility was subject to straight-line winds, power surges, and water intrusion/infiltration. Damages include, but not limited to roof waterproofing, metal roofing, paint separation, and electrical.

Building Damage:

Ground Level:

- Building Exterior, 1 each of York - Model# ZF240C00Y4A1AAA1A1, 25 ton A/C unit, was broken by fallen tree limb due to high winds, 100% work completed.

Final Scope

151635 Edificio E

Work completed

The applicant utilized contracts for repairs to **Edificio E** to restore facilities back to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

00.04 1st floor, Pharmacy Area / Prescriptions Storage:

- A. Removed and replaced, 40 each of fluorescent lamp tubes (4 FT long).

00.08 1st floor, OCASET File Room:

- A. Prepared and painted, 147.5 SF of concrete wall paint.

Work Completed Totals:



Work to be completed

The applicant will utilize contracts and (or) force accounts for repairs to **Edificio E** to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

00.01 1st floor, Lobby / Pharmacy Area:

- A. Remove and replace in kind, 1,302 SF of acoustic tiles, 2 FT wide by 4 FT height.
- B. Remove and replace in kind, 584 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.03 1st floor, Pharmacy Area / Materials Storage:

- A. Prepare and paint in kind, 308 SF of concrete ceiling paint.

00.05 1st floor, Hallway behind Pharmacy Area (south area):

- A. Remove and replace in kind, 840 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.06 1st floor, Hallway, continuation from Lobby (east area):

- A. Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.07 1st floor, Hallway, OCASET:

- A. Remove and replace in kind, 510 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.09 2nd floor, VIH Monitoring Office:

- A. Remove and replace in kind, 314.5 SF of acoustic tiles, 2 FT wide by 4 FT height.

00.10 2nd floor, UPS Room:

- A. Repair in kind, 272 SF of concrete ceiling plaster.

00.11 UPS Room:

- A. Prepare and paint in kind, 697 SF of concrete ceiling paint.

00.12 Roof, east side parapet wall:

- A. Repair in kind, 288.54 SF of concrete wall plaster.

00.13 Roof:

- A. Remove and replace in kind, 23,786.5 SF of bitumen rolls roof water proofing system.

00.14 Roof:

- A. Remove and replace in kind, 1 each of aluminum roof's parapet wall cap (10 FT long x 0.75 FT wide).

00.15 Roof:

- A. Remove and replace in kind, 2 each of Daikin RXS 50 KVM A/C Units (mini splits).

00.16 Roof:

- A. Remove and replace in kind, 6 each of roof drains (6" diameters and 4" in height).

00.17 Roof:

- A. Remove and replace in kind, 6 each of Danosa roof drain's waterproof seals (3 FT long x 3 FT wide).
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Project Notes:

1. All site estimates for work to be completed were generated using RS means. See attachment labeled *ST95394-DR4339PR-CEF.xml*.
2. Applicant responded via email requesting FEMA to estimate work completed components without invoices. See attachment labeled: *95394-DR4339PR-Applicant Email Reply to Quote for AC Repair.pdf*.
3. GPS coordinates have been checked for accuracy.
4. Applicant will comply with local, commonwealth, federal procurement laws, regulations, and procedures.
5. The contractor/owner will be responsible for the proper disposition of construction debris in authorized landfills. Contractor will provide the name, location, coordinates and permits of the facility to the corresponding authorities.
6. Cost share for this version is 90%. All work and costs in this project fall between September 20, 2017 and September 20, 2022.
7. All Procurement documents attached have been reviewed. See attachment labeled: *PRDOH Procurement Policy Spanish 2006-10-02.pdf*
8. 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.

406 HMP Scope

Project #95394; MHOD409 - Building E and Building H

Damage #151635; Edificio E

Sub-Applicant/Applicant; PR DEPARTMENT OF HEALTH (000-U4OVB-00)

Site Address; Psychiatric Hospital, Bldg. E, Maga Street Interior, San Juan, P.R. 00921

Hazard Mitigation Proposal (HMP) Scope of Work

In order to prevent or reduce future damages from similar events, the applicant proposed the following mitigation measures:

00.13 Roof

Add an additional membrane on 23,786.5 SF of roof to help absorb energy from flying debris and protect roof membranes below, helping to mitigate damage to the roof and building interior from water infiltration.

00.15 Roof

Add 6 hurricane straps to two (2) HVAC condensing unit to reduce the unit from shifting on its foundation.

00.18 Exterior

Replace exterior paint for 18,131 SF of waterproof coating for exterior walls to prevent future damages from long term exposure to moisture and mold growth.

00.19 Exterior, East Side

Replace wooden electrical utility pole for a galvanized electrical utility pole.

Install concrete base for high pole, up to 40 FT high.

Hazard Mitigation Proposal (HMP) Cost

Cost Effectiveness Calculation

In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C cost effectiveness is achieved when the mitigation measure is specifically listed in Appendix J: Cost-Effective Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies.

See Mitigation Profile Documents Tab for complete version of this HMP and supporting documents (PROJECT95394_DR4339PR_HMP and PROJECT95394-DR4339PR-HM COST ESTIMATE).

209918 Edificio H

Work to be completed

The applicant will utilize contracts for repairs Edificio H to restore facilities back to pre-disaster design, function, and capacity (in-kind) within the existing footprint.

Ground Level:

- A. Repair in kind, 1 each of York - Model# ZF240C00Y4A1AAA1A1, 25-ton A/C unit. [See Scope note # 1 & 2]
- 

Scope Note:

1. This damage was not 100% completed. According to an email communication of August 18, 2021, the A/C package unit was temporarily repaired but is does not work "in optimal conditions". Please see attachment labeled: 95394-DR4339PR-*Email Request for Quote for AC Repair.pdf*
2. Applicant provide quote for the 20 Tons A/C unit repair. See attachment labeled: 95394-DR4339PR-*Repair Quote for 20 Ton AC RFI-PRJ-56387.*

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum		Completed
9001 (Contract)	1.00	Lump Sum		Completed
9000 (CEF Cost Estimate)	1.00	Lump Sum		Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum		Completed
9001 (Contract)	1.00	Lump Sum		Uncompleted

CRC Gross Cost

Total 406 HMP Cost

Total Insurance Reductions

CRC Net Cost

Federal Share (90.00%)

Non-Federal Share (10.00%)

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW-09492(10183)				11/5/2021

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Additional subawards can be included in this consolidation during the 12 months following the date of declaration. Subrecipient agrees to fund any overrun associated with completion of the work.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

9/20/2021

GENERAL INFORMATION

Event: 4339DR-PR

Project: ST 95394

Category of Work: Cat B - Buildings & Equipment

Applicant: PR Department of Health

Event Type: Hurricane / Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Yes

Policyholder per Policy Documents: "Departamento de Salud"

Policy Issued by: Triple- S Propiedad

Policy Number: 30-CF-85034558-0

Policy Period: From: 4/7/2017 To: 4/7/2018

Policy Valuation: Blanket Policy

RCV or ACV: Replacement Cost Value

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

NUMBER OF DAMAGED INVENTORIES INCLUDED IN THIS PROJECT: (2)

Damaged Inventory (DI) #151635:

Edificio E

Number of damaged locations included in this DI: (1)

Location Description: Psychiatric Hospital, Bldg. E, Maga Street Interior, San Juan, P.R. 00921

GPS Coordinates: 18.38980, -66.07720

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: Location #22 "Edif. A, E, J y H"

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No Reduction is being made to this facility. FEMA's costing estimate is less than the building insured limit for this facility. However, the building insured limit in the amount [REDACTED] applied in project #49329 for the same insured facility.

Obtain and Maintain Requirement:

[REDACTED]
DR4339PR-CEP - Insurance.xlsx & PRODEC193394-DR4339PR-HM COST ESTIMATE - Insurance.xlsx

Damaged Inventory (DI) #209918:

Edificio H

Number of damaged locations included in this DI: (1)

Location Description: Maga Street, Bo. Monacillos, San Juan, PR 00926

GPS Coordinates: 18.38916, -66.07695

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: Location #22 "Edif. A, E, J y H"

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No Reduction is being made to this facility. FEMA's costing estimate is less than the building insured limit for this facility. However, the building insured limit in the amount [REDACTED] applied in project #49329 for the same insured facility.

Obtain and Maintain Requirement:

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled to on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:

1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
 - a. The amount of any deductible or self-insured retention the applicant assumed ("retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

(1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.

(c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.

(e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- a. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- b. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Charlotte De Jesus Negron, PA Insurance Specialist

CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Building	An Obtain & Maintain Requirement is being required for Building, for the peril of Wind (all wind associated losses including "wind driven rain" for "Edificio E" in the amount of [REDACTED])	[REDACTED]

406 Mitigation

There is no additional mitigation information on M-HOD-09 Building B and Building H.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA): 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. 2. For asbestos containing material and lead base paint the Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR-DNER guidelines at a permitted site or landfill or provide evidence of the close out permit from PR-DNER for activities of remediation, abatement or removal of those materials.

EHP Additional Info

There is no additional environmental historical preservation on MH00409 - Building E and Building H.

Final Reviews

Final Review

Reviewed By Moreno Rivera, Jose A.

Reviewed On 10/09/2021 8:26 AM AST

Review Comments

Project reviewed by HSS in Final FEMA Review upon completion of PDMG review. FPF & CEF Part E edited per new adjustments. No BBA opportunities were identified for this project. L&A checklist uploaded and considered in estimate. No insurance reduction is being made to this facility. Applicant shall comply with EHP and Subaward Conditions. Ready for and advanced to Recipient Final Review.

Recipient Review

Reviewed By Laboy, Rozana

Reviewed On 10/22/2021 8:41 AM AST

Review Comments

Project reviewed and advanced to applicant (next step). The applicant is responsible to review the project including DDD; SOW and FCE necessary to repair into pre disaster condition or repair event related damages or replace contents damaged during the event. Using applicable codes and standards, necessary to complete the scope of work including HM 406. Maintain records of back up documents; permits, insurance reductions or anticipated insurance reduction evidence. Obtain and maintain insurance policy according to requirements and compliance with EHP notes and conditions. If the applicant decides to make any changes to the SOW approved after project obligation, they must request it before starting construction.

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4QVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 1 – Building Overview



Photo 2 – Building Overview



Photo 3 – Building Overview



Photo 4 – Building Overview

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
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Photo 5 – Building Overview



Photo 6 – Building Overview



Photo 7 – Building Overview



Photo 8 – Building Overview

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Photo 9 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 10 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 11 – Lobby / Pharmacy area, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 12 – Lobby / Pharmacy Area Hallway towards surveillance area, damaged acoustic tiles (2 FT wide by 4 FT height)

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Photo 13 – Pharmacy Area / Materials Storage, concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor



Photo 14 – Pharmacy Area / Materials Storage, concrete ceiling paint, 28 FT long x 11 FT wide, peeled paint due to water intrusion from 2nd floor



Photo 15 – Pharmacy Area / Prescriptions Storage Overview



Photo 16 – Pharmacy Area / Prescriptions Storage, 40 damaged fluorescent lamp tubes (4 FT long) were replaced

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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200

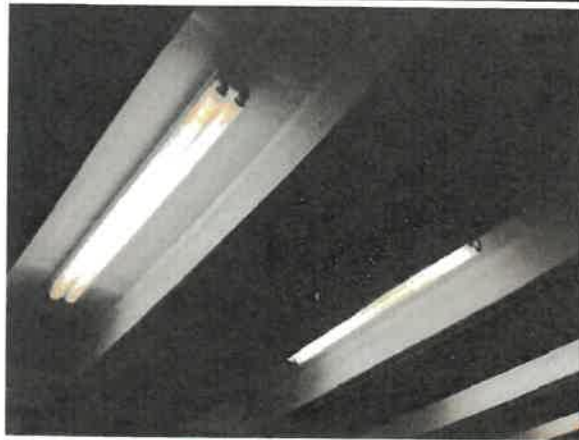


Photo 17 – Pharmacy Area / Prescriptions Storage, 40 damaged fluorescent lamp tubes (4 FT long) were replaced



Photo 18 – Hallway behind Pharmacy Area (south side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 19 – Hallway behind Pharmacy Area (south side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 20 – Hallway continuation from Lobby (east side), damaged acoustic tiles (2 FT wide by 4 FT height)

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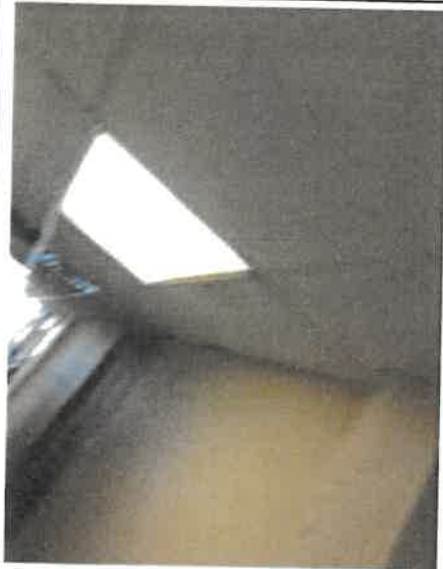


Photo 21 – Hallway continuation from Lobby (east side), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 23 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 22 – Hallway, Oficina Central de Asuntos de SIDA y Enfermedades Transmisibles (OCASET), damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 24 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)

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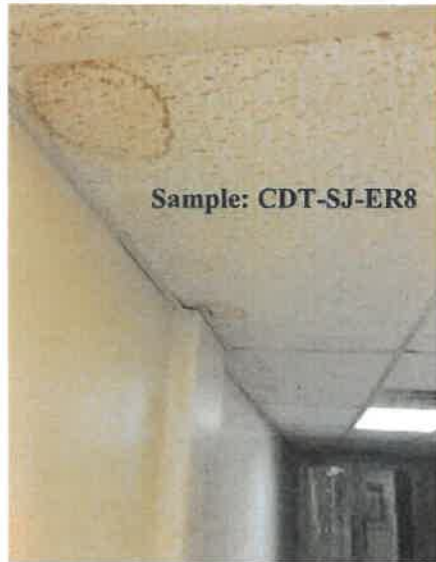


Photo 25 – Hallway, OCASET, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 26 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion

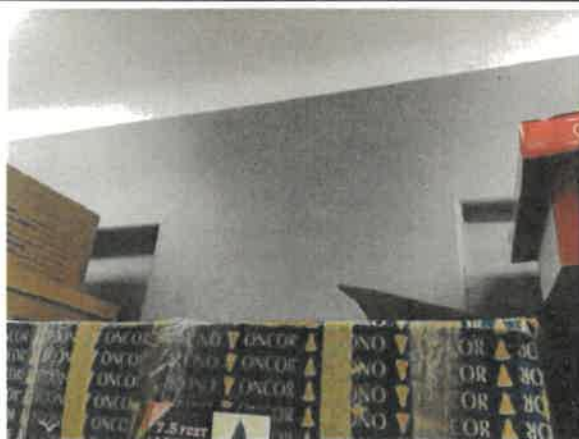


Photo 27 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion



Photo 28 – OCASET File Room, damaged concrete wall paint, 14.75 FT long x 10 FT wide, bubbled paint due to water intrusion

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Photo 29 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)

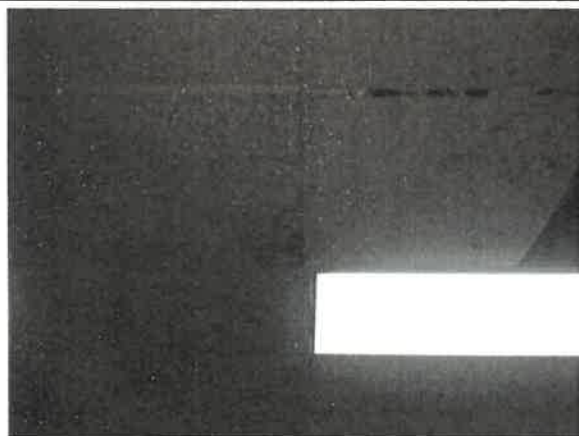


Photo 31 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 30 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)



Photo 32 – VIH Monitoring Office, damaged acoustic tiles (2 FT wide by 4 FT height)

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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 33 – UPS Room, damaged concrete ceiling plaster (cracked and detached)



Photo 34 – UPS Room, damaged concrete ceiling plaster (cracked and detached)



Photo 35 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)



Photo 36 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)

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Photo 37 – UPS Room, damaged concrete ceiling paint (bubbled and peeled)



Photo 38 – Building exterior, parapet concrete plaster detachment



Photo 39 – Building exterior, parapet concrete plaster detachment



Photo 40 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled

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Photo 41 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 42 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 43 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 44 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled

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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E		GPS COORDINATES: 18.389800, -66.077200



Photo 45 – Damaged roof waterproof system (bitumen rolls), scrapped, detached, and bubbled



Photo 46 – Damaged 10 FT roof parapet wall section, bended and broken



Photo 47 – Damaged 10 FT roof parapet wall section, bended and broken



Photo 48 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U40VB-00)	
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SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 49 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)



Photo 50 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)

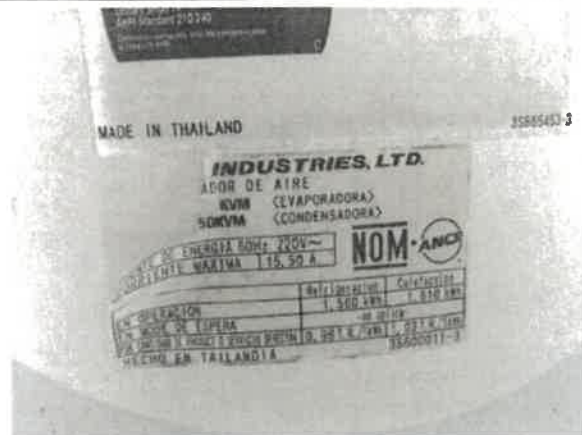


Photo 51 – Minisplit A/C unit was knocked down and disconnected (was re-connected as an immediate, temporary measure)



Photo 52 – Damaged roof drain with strainer

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4OVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 53 – Damaged roof drain with strainer



Photo 54 – Damaged roof drain with strainer



Photo 55 – Damaged roof drain's danosa waterproof base



Photo 56 – Building exterior concrete wall paint damage

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4QVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 57 – Building exterior concrete wall paint damage



Photo 58 – Building exterior concrete wall paint damage



Photo 59 – Damaged electrical utility pole (40 FT height)



Photo 60 – Damaged electrical utility pole (40 FT height)

SITE INSPECTION PHOTO PAGE		DISASTER: DR4939PR		APPLICANT (FIPS#): PR Department of Health (000-U4QVB-00)	
INSPECTION DATE: 12/21/20	WORK ORDER #: 62370	CATEGORY: E	COUNTY: San Juan	APPLICANT ADDRESS: Maga Street Interior, San Juan, P.R. 00921	
SITE INSPECTOR(S): Jose Trigo		DAMAGE # / DAMAGE NAME: 151635 / Psychiatric Hospital, Edificio E			GPS COORDINATES: 18.389800, -66.077200



Photo 61 – Damaged electrical utility pole (40 FT height)

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Appendix III



ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.

ASBESTOS SAMPLE INSPECTION FORM FOR PHYSICAL & HAZARD ASSESSMENT

Client Name Departamento de Salud de Puerto Rico Building: E

Project Name: Building E Page: 1 of 2

Inspection Date: 10/24/2022

Homogeneous Material Description		Material Category	Asbestos Content	Friability	Location of Materials	Asbestos Contents	Total Square Feet of ACM	AHERA Assessment Category (1-7, X, None)	Hazard Ranking (1-7)
LD. Number	Material Description								
CDT-SJ-ER1	Plaster from Ceiling, UPS Room, 2nd Floor, Left	Misc.	No	NF	UPS Room- 2nd Floor	ND		X	
CDT-SJ-ER2	Plaster from Ceiling, UPS Room, 2nd Floor, Center	Misc.	No	NF	UPS Room- 2nd Floor	ND		X	
CDT-SJ-ER3	Plaster from Ceiling, UPS Room, 2nd Floor, Right	Misc.	No	NF	UPS Room- 2nd Floor	ND		X	
CDT-SJ-ER4	Ceiling Tile 2'x 4' from Main Corridor CIAT, 2nd Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	
CDT-SJ-ER5	Ceiling Tile 2'x 4' from Background Check Office, CIAT, 2nd Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	
CDT-SJ-ER6	Ceiling Tile 2'x 4' from Data Room, 2nd Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	

Inspected by: Elme Rivera

Date: 10/24/2022

Friability: F = friable, NF = nonfriable, X = not applicable (material is non-ACBM)

AHERA Assessment Category: 1 = Damaged or significantly damaged friable surfacing ACM; 2 = Damaged friable surfacing ACM; 3 = Significantly damaged friable surfacing ACM; 4 = Damaged or significantly damaged friable miscellaneous ACM; 5 = ACM with potential for damage; 6 = ACM with potential for significant damage; 7 = Any remaining friable ACM or friable suspected ACM; X = Not applicable (material is non-ACBM or non-friable surfacing or miscellaneous materials); None = No assessment category provided in original inspection.

Hazard Ranking Category: 1 = Significantly damaged; 2 = Damaged and potential of significant damage; 3 = Damaged and potential for damage; 4 = Damaged; 5 = Potential for significant damage; 6 = Potential for damage; 7 = All remaining ACM

* - Unless Specified, the Asbestos Type is Chrysotile; ND - None Detected

ASBESTOS SAMPLE INSPECTION FORM FOR PHYSICAL & HAZARD ASSESSMENT

Client Name Departamento de Salud de Puerto RicoBuilding: EProject Name: Building EInspection Date: 10/24/2022Page: 2 of 2

Homogeneous Material Description		Material Category	Asbestos Content	Friability	Location of Materials	Asbestos Contents	Total Square Feet of ACM	AHERA Assessment Category (1-7, X, None)	Hazard Ranking (1-7)
I.D. Number	Material Description								
CDT-SJ-ER7	Ceiling Tile 2'x 4' from Lobby 1, Pharmacy Area, 1st Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	
CDT-SJ-ER8	Ceiling Tile 2'x 4' from OCASET Main Hallway, 1st Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	
CDT-SJ-ER9	Ceiling Tile 2'x 4' from VIH Monitoring Office, 2nd Floor	Misc.	No	NF	1st and 2nd Floor	ND		X	

Inspected by: Elme RiveraDate: 10/24/2022

Friability: F = friable, NF = nonfriable, X = not applicable (material is non-ACBM)

AHERA Assessment Category: 1 = Damaged or significantly damaged friable TSI ACM; 2 = Damaged friable surfacing ACM; 3 = Significantly damaged friable surfacing ACM; 4 = Damaged or significantly damaged friable miscellaneous ACM; 5 = ACM with potential for damage; 6 = ACM with potential for significant damage; 7 = Any remaining friable ACM or friable suspected ACM; X = Not applicable (material is non-ACBM or non-friable surfacing or miscellaneous materials); None = No assessment category provided in original inspection.

Hazard Ranking Category:

1 = Significantly damaged; 2 = Damaged and potential of significant damage; 3 = Damaged and potential for damage; 4 = Damaged;

5 = Potential for significant damage; 6 = Potential for damage; 7 = All remaining ACM

* - Unless Specified, the Asbestos Type is Chrysotile; ND - None Detected



Appendix IV





ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.

611 Monserrate Street, 2nd. Floor, Santurce, P.R. 00907

PH. (787) 722-0220 Fax (787) 724-5788

Job ID: B22100031



REPORT NUMBER

RP22110101

POLARIZED LIGHT MICROSCOPY (PLM) BULK SAMPLE ANALYSIS REPORT

Client Name:	Departamento de Salud de Puerto Rico	Date Collected:	10/24/2022
Project Name:	Building E, San Juan	Date Received:	10/25/2022
Project ID:			

RESULT OF ANALYSIS (BY % AREA VISUAL ESTIMATE)

Lab Sample ID	Sample Description	Asbestos Detected	Asbestos Fibers	Other Fibers	Non - Fibrous Material
B22100031.01	Hard, Compact with Aggregates, Fibers	No		Cellulose 2	Sand/Aggregates 45
B22100031.01.A	Other - and Paint				Binders/Paint 53
CDT-SJ-ER1	Cream				
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Plaster from Ceiling, UPS Room, 2nd Floor, Left					
Comments:					
Paint Included as Binders					
B22100031.02	Hard, Compact with Aggregates, Fibers	No		Cellulose 2	Sand/Aggregates 45
B22100031.02.A	Other - and Paint			Synthetic 1	Binders/Paint 52
CDT-SJ-ER2	Cream				
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Plaster from Ceiling, UPS Room, 2nd Floor, Center					
Comments:					
Paint Included as Binders					
B22100031.03	Hard, Compact with Aggregates, Fibers	No		Cellulose 2	Sand/Aggregates 45
B22100031.03.A	Other - and Paint				Binders/Paint 53
CDT-SJ-ER3	Cream				
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Plaster from Ceiling, UPS Room, 2nd Floor, Right					
Comments:					
Paint Included as Binders					

MICROANALYST:

[Jessica García]

QUALITY CONTROL:

[Elme Rivera]

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to get the conclusive asbestos content. This report relates only to the items tested as received. This report shall not be reproduced except in full and not without written approval of the laboratory. This report shall not be used to claim endorsement by NVLAP or any agency of the US Government. Methods used for determination of asbestos in bulk samples are found in both methods App. E to Sub. E of 40 CFR Part 763 and EPA/600/R-93/116.



ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, INC.

611 Monserrate Street, 2nd. Floor, Santurce, P.R. 00907

PH. (787) 722-0220 Fax (787) 724-5788

Job ID: B22100031



REPORT NUMBER

RP22110101

POLARIZED LIGHT MICROSCOPY (PLM) BULK SAMPLE ANALYSIS REPORT

Client Name:	Departamento de Salud de Puerto Rico	Date Collected:	10/24/2022
Project Name:	Building E, San Juan	Date Received:	10/25/2022
Project ID:			

RESULT OF ANALYSIS (BY % AREA VISUAL ESTIMATE)

Lab Sample ID	Sample Description	Asbestos Detected	Asbestos Fibers	Other Fibers	Non - Fibrous Material
Client Sample ID					
B22100031.04	Soft, Fibrous With Paint	No		Glass Fibers 85	Sand/Aggregates 15
B22100031.04.A	Yellow				
CDT-SJ-ER4					
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Ceiling Tile 2'x 4' from Main Corridor CIAT, 2nd Floor					
Comments:					
Paint Included as Binders					
B22100031.05	Soft, Fibrous With Paint	No		Glass Fibers 90	Sand/Aggregates 10
B22100031.05.A	Yellow				
CDT-SJ-ER5					
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Ceiling Tile 2'x 4' from Background Check Office, CIAT, 2nd Floor					
Comments:					
Paint Included as Binders					
B22100031.06	Soft, Fibrous With Paint	No		Glass Fibers 90	Sand/Aggregates 10
B22100031.06.A	Yellow				
CDT-SJ-ER6					
Layer % of Total :100%					
Date Analyzed: 10/25/2022					
Sample Location: Ceiling Tile 2'x 4' from Data Room, 2nd Floor					
Comments:					
Paint Included as Binders					

MICROANALYST:

[Jessica Garcia]

QUALITY CONTROL:

[Elme Rivera]

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REPORT NUMBER

RP22110101

POLARIZED LIGHT MICROSCOPY (PLM) BULK SAMPLE ANALYSIS REPORT

Client Name:	Departamento de Salud de Puerto Rico	Date Collected:	10/24/2022
Project Name:	Building E, San Juan	Date Received:	10/25/2022
Project ID:			

RESULT OF ANALYSIS (BY % AREA VISUAL ESTIMATE)

Lab Sample ID	Sample Description	Asbestos Detected	Asbestos Fibers	Other Fibers	Non - Fibrous Material
B22100031.07	Semi-Hard, Silty to Fibrous to Perlitic with	No		Cellulose 20	Perlite 35
B22100031.07.A	Other - Expanded Glass, Fibers and Paint			Glass Fibers 5	Expanded Glass 15
CDT-SJ-ER7	Lt. Gray			Mineral Wool 5	Binders/Paint 20
Layer % of Total :100%					

Date Analyzed: 10/25/2022

Sample Location: Ceiling Tile 2'x 4' from Lobby I, Pharmacy Area, 1st Floor

Comments:

Paint Included as Binders

B22100031.08	Semi-Hard, Silty to Fibrous to Perlitic with	No		Cellulose 20	Perlite 35
B22100031.08.A	Other - Expanded Glass, Fibers and Paint			Glass Fibers 5	Expanded Glass 10
CDT-SJ-ER8	Lt. Gray			Mineral Wool 5	Binders/Paint 25
Layer % of Total :100%					

Date Analyzed: 10/25/2022

Sample Location: Ceiling Tile 2'x 4' from OCASET Main Hallway, 1st Floor

Comments:

Paint Included as Binders

B22100031.09	Semi-Hard, Silty to Fibrous to Perlitic with	No		Cellulose 20	Perlite 35
B22100031.09.A	Other - Expanded Glass, Fibers and Paint			Glass Fibers 5	Expanded Glass 10
CDT-SJ-ER9	Lt. Gray			Mineral Wool 5	Binders/Paint 25
Layer % of Total :100%					

Date Analyzed: 10/25/2022

Sample Location: Ceiling Tile 2'x 4' from VIH Monitoring Office, 2nd Floor

Comments:

Paint Included as Binders

Comments:

For all heterogeneous and layered samples easily separated into sublayers, each component is analyzed and reported separately.

MICROANALYST:

[Jessica Garcia]

QUALITY CONTROL:

[Elme Rivera]

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ANALYTICAL ENVIRONMENTAL SERVICES INTERNATIONAL, IN

611 Monserrate, 2nd. Floor, Santurce, P.R. 00907

Ph: (787) 722-0220 Fax: (787) 724-5788



Transmittal Sheet for Bulk Sample Analysis

Client Name: Departamento de Salud de Puerto Rico

Address:

Contact:

Phone/Fax:

Project Name: Building E & H

Site Location: San Juan, Puerto Rico

Samplers Name: Elme Rivera

Company: AESI

Chain of Custody Record

Sample I. D.	Sample Description (i.e. Location, Name, etc.)	Collected		Analysis Required		Comments	Laboratory I.D.
		Date	Time	PLM	Other		
CDT-SS-001	See Hand Attachment	10/24/12	9:56	✓			B22100031 .01
CDT-SS-002			10:04	✓			.02
CDT-SS-003			10:15	✓			.03
CDT-SS-004			10:23	✓			.04
CDT-SS-005			10:30	✓			.05
CDT-SS-006			10:37	✓			.06
CDT-SS-007			10:43	✓			.07
CDT-SS-008			10:50	✓			.08
CDT-SS-009	See Hand Attachment	10/24/12	11:10	✓			.09

Turnaround Time:

Normal: ☒Rush: ☐

Relinquished By:	Delivered Directly to Lab: ☐ Shipped: ☐
Date/ Time: 10/25/12 / 6:35	Method of Shipment: _____
Received By:	Lab. Recipient: _____
Date/ Time: 10/25/12 8:30	Date: _____
Relinquished By: _____	
Date/ Time: _____	
Received By: _____	
Date/ Time: _____	

*Job ID: B22100031



Departamento de Salud de Puerto Rico