# APPENDIX "E" – GENERAL PROVISIONS AND REQUIRED CLAUSES UNDER FEDERAL AND PUERTO RICO LAWS

This Project is funded in whole or in part by FEMA through the Public Assistance Program. The following provisions are required by 2 CFR 200.327 and Appendix II to 2 CFR Part 200, and by the FEMA Contract Provisions Guide, and shall be included in the Contract and in all subcontracts at every tier. In case of conflict, the more stringent requirement shall govern.

## 1. Remedies, Termination for Cause and for Convenience

UCC may pursue all administrative, contractual and legal remedies for breach, including suspension of payment, withholding, correction at the Contractor's expense, and termination for cause. UCC may terminate the Contract for convenience, in whole or in part, upon written notice, in which case the Contractor shall be paid for work satisfactorily performed up to the termination date plus reasonable, documented demobilization costs.

## 2. Equal Employment Opportunity and Non-Discrimination

The Contractor shall comply with all applicable federal and Commonwealth laws and regulations on equal employment opportunity and non-discrimination in employment, and shall include this clause in all subcontracts.

## 3. Davis-Bacon Act and Copeland "Anti-Kickback" Act

These provisions apply only where required by program legislation or by another funding source for the Project. If applicable, the Contractor shall comply with 40 U.S.C. 3141–3148, 29 CFR Part 5 and 29 CFR Part 3, including prevailing wage payment and weekly certified payrolls.

## 4. Contract Work Hours and Safety Standards Act

Where the Contract exceeds $100,000 and involves the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3701–3708 and 29 CFR Part 5, including overtime compensation at one and one-half times the basic rate of pay for hours worked over 40 in a workweek, and the prohibition of unsanitary, hazardous or dangerous working conditions.

## 5. Clean Air Act and Federal Water Pollution Control Act

For contracts exceeding $150,000, the Contractor shall comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and report any violation to UCC, FEMA and the appropriate Regional Office of the Environmental Protection Agency.

## 6. Debarment and Suspension

This Contract is a covered transaction under 2 CFR Parts 180 and 3000. The Contractor certifies that neither it nor its principals are suspended, debarred, proposed for debarment or otherwise excluded, and shall not contract with excluded parties. The Contractor shall maintain an active registration in the System for Award Management (SAM).

## 7. Byrd Anti-Lobbying Amendment

For contracts exceeding $100,000, the Contractor shall file the certification in Appendix D and, if applicable, Standard Form LLL, and shall require the same of its subcontractors at every tier (31 U.S.C. 1352; 44 CFR Part 18).

## 8. Procurement of Recovered Materials

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and 2 CFR 200.323, procuring items designated in guidelines of the Environmental Protection Agency that contain the highest percentage of recovered materials practicable, consistent with maintaining satisfactory competition and the Project specifications.

## 9. Access to Records and Retention

The Contractor shall allow UCC, COR3, FEMA, the Office of Inspector General, the Comptroller General of the United States and their authorized representatives access to all books, documents, papers and records related

to the Contract, and to interview employees (2 CFR 200.337). Records shall be retained for at least three (3) years from the date the Recipient submits its final financial report for the disaster, or longer if required by law or if litigation or audit is pending. At the completion of the Work, the Contractor shall deliver all Project files and records to UCC for the closeout of the grant.

### 10. DHS Seal, Logo and Flags

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

### 11. Compliance with Federal Law, Regulations and Executive Orders

The Contractor shall comply with all applicable federal, Commonwealth and municipal laws, regulations and executive orders, including those governing safety (OSHA), environmental protection, asbestos (NESHAP) and lead-based paint, and FEMA's environmental and historic preservation conditions attached to the Project Worksheet. Upon discovery of unanticipated archaeological, historic or hazardous materials, the Contractor shall stop work in the affected area and notify UCC and the PM immediately.

### 12. No Obligation by Federal Government; Program Fraud and False Statements

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the Contractor. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) and 18 U.S.C. 1001 apply to its actions related to this Contract.

### 13. Prohibition on Certain Telecommunications and Video Surveillance Equipment

The Contractor shall not procure or use covered telecommunications equipment, services or systems as prohibited by Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 and 2 CFR 200.216.

### 14. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (2 CFR 200.322), including iron, aluminum, steel, cement and other manufactured products.

### 15. Affirmative Steps for Small, Minority and Women-Owned Businesses

In accordance with 2 CFR 200.321, the Contractor shall take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises and labor surplus area firms are used when possible, including in subcontracting. UCC encourages the use of local subcontractors and gives additional consideration to women-owned and minority-owned firms certified by the U.S. Small Business Administration (SBA). The Section 3 Plan and the MWBE Plan (Appendix D) are required before the Contract is signed.

### 16. Bonding and Insurance

The Contractor shall furnish the bid guarantee, performance bond and payment bond, and the insurance coverage, required in this RFP (2 CFR 200.326), and shall keep them in force for the entire Contract period.

### 17. Changes, Cost and Price

Contract changes require a written change order approved by UCC. Pricing for changes shall be based on the unit prices and fixed overhead and profit percentage proposed; cost-plus-a-percentage-of-cost methods are prohibited. Only reasonable, allocable and documented costs will be recognized (2 CFR 200.324 and Subpart E).

### 18. Conflict of Interest, Gratuities and Puerto Rico Law

The Contractor shall disclose any actual or potential conflict of interest and shall not offer or accept gratuities. The Contractor shall comply with Puerto Rico Law No. 2 of January 4, 2018 (Anti-Corruption Code for the New Puerto Rico), as amended, maintain Corporación del Fondo del Seguro del Estado coverage, and submit the municipal, Hacienda and CRIM certifications requested by UCC.

### 19. Subcontracts

The Contractor shall include all provisions of this Appendix in each subcontract (except clauses 20 to 27, which apply only between UCC and the Contractor) and shall remain responsible for the performance of its subcontractors. Subcontractors must be disclosed and approved by UCC before starting work.

Clauses 20 to 27 are contract terms established by UCC under the RFP; they are not federal clauses and apply only between UCC and the Contractor.

### 20. Contract Type and Contract Documents

The Contract is a Firm Fixed Price contract, with a not-to-exceed price, executed on an AIA contract form. The RFP, the addenda, the questions and answers, and the Contractor's proposal form part of the Contract. Subject to the more stringent requirement rule stated in the introduction of this Appendix, in case of conflict the Contract prevails.

### 21. Liquidated Damages

If Substantial Completion is not achieved within the Contract time, the Contractor shall pay UCC liquidated damages of $2,000 for each calendar day of delay in achieving Substantial Completion.

### 22. Retainage and Stored Materials

UCC will retain ten percent (10%) of each payment until the final acceptance of the Project. Payment may be requested for materials stored at the Project site, provided that the Contractor furnishes evidence of payment to the supplier and the value of the stored materials included in the payment request is at least $1,000. Stored materials become the property of UCC.

### 23. Warranty

The warranty period stated in the Contractor's proposal for the Work forms part of the Contract.

### 24. Force Majeure

UCC shall not be liable for losses caused by force majeure.

### 25. Plans, Specifications and Materials

In case of discrepancy between the Contract Documents, the order of precedence confirmed by the Architect of Record under the RFP (Project Administration, item 17) applies, and inadvertent omissions in the Drawings or Specifications do not relieve the Contractor of its obligations. The Work shall comply with the applicable ASTM and federal standards. The source of the materials shall be approved by the Architect of Record; samples and tests shall be paid by the Contractor; defective material shall be removed from the Project; and the Contractor shall furnish the equipment certificate.

### 26. Administrative Trailer

The Contractor shall provide a 20 ft x 8 ft trailer for administrative purposes, to be located in the area designated by UCC. The cost of the trailer shall be included in the Contractor's price.

### 27. Schedule Phases

The schedule shall be implemented in the following phases: Phase I – Roof Repairs/Replacement and A/C Units replacements; Phase II – Second Floor; Phase III – First Floor & Basement; Phase IV – Annex Building.