

COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR)

AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAMO. VIVIEND
CONSTRUCTION MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
CUSTOM HOMES, INC

THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 12 of December, 2019, by and between the PUERTO RICO DEPARTMENT OF HOUSING (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and CUSTOM HOMES, INC (hereinafter, the "CONTRACTOR"), with principal offices in Caparra Office Center, 22 Ave. Gonzalez Giusti, Suite 220, Guaynabo, Puerto Rico, herein represented by Ramón J. De León Iturriaga, in his capacity as President, of legal age, married, and resident of Guaynabo, PR duly authorized by Resolution by the CONTRACTOR.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds

accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, on September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, the PRDOH is interested in contracting Home Repair, Reconstruction, or Relocation Program Construction Managers to assist PRDOH with the implementation of the Home Repair, Reconstruction, or Relocation Program (hereinafter, R3 Program) as described in the Puerto Rico Disaster Recovery Action Plan, as amended and approved by HUD, to address housing needs in Puerto Rico, ensuring compliance with all CDBG-DR, HUD, and applicable federal and local requirements, rules, and regulations, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, the Construction Managers will be used under the R3 Program for their expertise, experience, and knowledge in the areas of design, construction, and contract administration. Construction Managers will coordinate design, permitting, demolition, abatement, repair, and construction of new single-family housing stock. The Construction Managers will aid the R3 Program in its goals of (a) returning displaced households, (b) reconstructing housing to higher resilience standards, (c) revitalizing weak and aging housing stock, and (d) moving households out of unsafe conditions. Construction Managers will be entities that have the capacity to invest considerable amounts of resources to design, repair, or build single-family dwelling units within short periods of time.

WHEREAS, on November 16, 2018, the PRDOH issued Request for Proposals CDBG-DR-RFP-2018-09 (RFP) for Home Repair, Reconstruction, or Relocation Program Construction Managers with CDBG-DR funds. On January 22, 2019, the PRDOH Procurement Office received thirty (30) Proposals for the RFP from parties interested in providing the services. The RFP allowed Proposers to submit Proposal for two [2) different levels of Construction Managers. Level 1 Construction Managers are those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 2 Construction Managers are those with moderate financial capabilities which are able to perform moderate quantities of work at any given time and within adjacent groups of municipalities. (Attachment A).

WHEREAS, the PRDOH desires to enter into an agreement with CUSTOM HOMES, INC to secure its services and accepts the CONTRACTOR'S Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (Attachment A).

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

I. TYPE OF CONTRACT

Contract Type: This is a lump sum fixed fee and unit price contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment D**) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A No

Notice of Award

Attachment B PRDOH Request for Proposals CDBG-DR-RFP-2018-09

Attachment C Scope of Work

Attachment D Compensation Schedule

Attachment E Performance Requirements

Attachment F Insurance Requirements (DV-OSPA-78-5)

Attachment G HUD General Provisions

Attachment H Project Labor Agreement

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- **B. Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty five days (365) days**, up to **twenty-four (24) months**, or expressed in days, **seven hundred and thirty days (730) days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension. Likewise, the term of this Agreement cannot exceed the lifetime of the initial Grant Agreement, unless the term of the initial Grant Agreement is extended by HUD.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment C** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR'S sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed FIFTEEN MILLION DOLLARS (\$15,000,000.00); <u>Account Number: R01H07RRR-DOH-LM 6090-01-000</u>
- **C.** Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C**.



- **D.** The Contractor shall furnish a payment and performance bond in the amount of \$6,000,000.00. Such bond must be furnished prior to contract award. The Contractor shall only render services (Task Orders) up to the amount of the bond. Services rendered in excess of the bond shall be considered not allowable.
- **E.** Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- F. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). Payments will be issued to CONTRACTOR within a 45-day period from the date the PRDOH Finance Department receives an approve invoice. PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- **H.** While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

K. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.

L. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

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V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- **B.** Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORKEEPING

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Records to be Maintained: The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

B. Access to Records: The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.



- C. Record Retention and Transmission of Records to the PRDOH: Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information: CONTRACTOR shall take appropriate measures to maintain confidential any data received demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- **B.** The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, at their sole cost and expense.

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
 - keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents: Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly,

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the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Agrreement shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Agreement, PRDOH may require CONTRACTOR, at its sole expense, to:
 - 1. repair or replace Deliverables that do not meet specifications;
 - 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - 3. pay liquidated damages for any past due Deliverable; and
 - 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Agreement.

XII. TERMINATION

- A. Termination for Cause or Default: The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a

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termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- C. Termination by Unilateral Abandonment: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- **E. Suspension**: The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination: In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition: Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period

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and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

- 1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment E** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).
- 2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

CONTRACTOR will be subject to liquidated damages as related to their timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the CONTRACTOR for each home where work is to be performed. The CONTRACTOR shall pay to PRDOH, as liquidated damages, one hundred dollars (\$100) for each calendar day that any task deliverable required is late until deemed in compliance, in accordance with Attachment E. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

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If the CONTRACTOR requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed" result, the CONTRACTOR shall pay to the PRDOH, as penalty, the amount of five hundred dollars (\$500) for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the CONTRACTOR's work compliance with Program quality and performance requirements.

XIV. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XV. INSURANCE AND BONDINGS

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment F.**

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment F** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.



The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements





- 1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
- 2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.

3. The insurer shall be required to give PRDOH written notice at least **thirty (30)** days in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PROOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

D. Payment and Performance Bonds

The Contractor will obtain, and at all times during the course of construction until the work is completed under the contract, or subcontract as the case may be, cause to maintain a payment and performance bond in such amounts required by the PRDOH and/or as established in the contract. The work shall be considered completed when the warranty period expires or after one year has elapsed from the final inspection and PRDOH acceptance, and the Contractor has delivered a final, unconditional lien waiver with respect thereto.



In the instance the amount of the payment and performance bond, as required by the PRDOH, is less than the full amount of the award (contract), the Contractor shall only provide services (Task Orders) up to the bond amount. If the bonding capacity of the Contractor increases during the existence of the contract, the Contractor shall provide such evidence (bond) to the PRDOH, and the PRDOH will increase the work capacity (Task Orders) accordingly but never exceeding the bond amount.

The PRDOH shall provide the Contractors with new Task Orders, when the previous ones are considered completed. If by any reason the Contractor has Task Orders in excess of the Payment and Performance Bond, the Contractor shall notify the PRDOH in **less than ten (10) calendar days** or prior to the commencement of any work. Failure to notify the PRDOH may result in the payment of damages and liabilities arising under such Task Orders, and the Contractor will be at risk of not receiving payments for the works done in excess of the Payment and Performance Bond.

In any case the Contractor works in excess of the Payment and Performance Bond, the Contractors agrees to hold the Government of Puerto Rico, the PRDOH, and/or HUD, harmless from any and all claims, loss, liabilities and costs, including attorney's fees, as a result of the work done in excess of the Payment and Performance Bond, including any events incidental to said work. If the Government of Puerto Rico, the PRDOH, and/or HUD incur any of these types of expenses, the Contractor agrees to reimburse the Government of Puerto Rico, the PRDOH, and/or HUD."

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.

XVIII. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

a) Award of the Agreement may result in an unfair competitive advantage; or



b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next seventy-two (72) hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll

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taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XX. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

Hon. Fernando Gil-Enseñat 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918

To: CONTRACTOR

Ramón J. De León Iturriaga Custom Homes, Inc PO Box 361497 San Juan, PR 00936-1497

XXI. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XXII. SUBCONTRACTS

- A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. part 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.
- B. Specific Requirements: All subcontracts shall contain provisions specifying:
 - i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

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- **C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- **D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- **E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment G** (HUD General Provisions) and the following provisions:

A. Compliance with Executive Order No. OE-2018-033: The CONTRACTOR agrees to faithfully comply with the provisions of the Executive Order No. OE-2018-033 of July 30, 2018 (OE-2018-033), the Labor Project Agreement signed by the PRDOH and the Contractor (Attachment H), as well as the provisions of the Circular Letter No. CC-2018-01 issued by the Department of Labor and Human Resources of Puerto Rico (known in Spanish as Departamento del Trabajo y Recursos Humanos (DTRH, for its Spanish acronym)) on August 22, 2018 (CC-2018-01).

The CONTRACTOR will provide a minimum salary of fifteen dollars (\$15.00) per hour to all construction worker, for the work performed within the "Construction Project", as defined in the OE-2018-033 and the CC- 2018-01.

The CONTRACTOR commits to acquire and use cement produced in Puerto Rico in compliance with Act No. 109 of July 12, 1985 for the completion of the "Construction Project". The CONTRACTOR acknowledges that this is an essential condition of this Agreement whose breach by itself, or by any subcontractor, will release PRDOH from disburse funds for any part or section of the "Construction Project" completed in non-compliance with OE-2018-033. In addition, the CONTRACTOR recognizes that non-compliance with this clause could lead to cancellation, without more, of this Agreement.

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The CONTRACTOR shall include in any awarded contract to perform the work on behalf of the PRDOH, a clause in which obligate the subcontractor to comply with all provisions of OE-2018-033 (including the provisions concerning the acquisition of cement produced in Puerto Rico and the minimum compensation for workers who work within the "Construction Project"), the Labor Project Agreement signed between the PRDOH and the Contractor, as well as any other document issued pursuant to OE-2018-033.

Similarly, the clause to be included by the CONTRACTOR must provide for any subcontractor to include a similar compliance clause in any subcontract that provides for the release of its obligation before the CONTRACTOR.

B. Compliance with Act No. 173. The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended,

known as the "Board of Examiners of Engineers, Architects, Surveyors and Landscape Architects of Puerto Rico Act", 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.

- C. Compliance with Executive Order No. 24: Pursuant to Executive Order No. 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- D. Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- E. Social Security and Income Tax Retentions: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- F. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- G. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda del Gobierno de Puerto Rico). The PRDOH will adjust such withholdings provided the

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CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

- H. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note: It is established that all contracts and agreements, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- I. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".
- J. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- K. Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, ef seq.: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- L. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- M. Clause of Governmental Ethics Certification of Absence of Conflict of Interests The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this Agreement, purchase or commercial transaction. (2) No public servant of this executive agency has requested nor have I accepted, directly or indirectly, for him/her, for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans, or anything else of monetary value. (3) No public servant(s) has requested nor have I accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him/her, for any member of his/her family unit, or for any other person, business, or entity, some of economic value, including gifts, loans, promises, favors, or services in exchange for the performance of said public servant in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- N. Ethics. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico

Agencies known in Spanish as "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico".

- O. Non-Conviction. The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
 - 1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
 - 2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
 - 3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of publics funds.
 - 4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.
- P. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his/her profession and assumes responsibility for his/her actions.
- **Q. Consequences of Non-Compliance**: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the



registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as ultra vires.

- XXV. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)
- A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretario de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- **B.** Termination Clause: The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment G**.

XXVII. SECTION 3 CLAUSE

- A.- The 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- **B.-**The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'



- representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.- The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 135
- **F. -** The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- **G.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

XXVIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- A.- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- **B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- **C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and

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that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXIX. EQUAL OPPORTUNITY

- A.-The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- **B.-** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- **D.-**The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- **E.** The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- **F.** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

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- authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXX. CLEAN AIR ACT

- **A.-**The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- **B.** The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- **C.** The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXI. WATER POLLUTION CONTROL ACT

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- **A.-** The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- **B.** The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- **C.** The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXII. SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:



- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.
- 2) 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.

XXXIII. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXIV. SUSPENSION AND DEBARMENT

- A.- This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 CFR Part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- **B.-** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- **D.-** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXXVI. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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





XXXVII. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXVIII. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

XXXIX. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

XL. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XLI. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONTRACTOR, corporation, or other entity without the prior, express, and written consent of the other party.

XLII. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLIII. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XLIV. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS



In the event that participating entities are consolidated or merged with another entity or agency, CONTRACTOR will notify PRDOH of such action within a **fifteen (15) day** period of being notified of it. PRDOH will have fifteen (15) days to state its position. With PRDOH's written approval, CONTRACTOR must ensure that the resulting entity becomes responsible for CONTRACTOR's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONTRACTOR under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONTRACTOR's duties under this Agreement and make the survival or transfer of those in **Attachments C, D, and E.** CONTRACTOR is to tasks a condition to any merger, consolidation, or dissolution involving CONTRACTOR during the time span of this Agreement.

XLV. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

XLVI. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

XLVII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Contractor must refund such recaptured payments within thirty (30) days after the PRDOH issues notice of recapture to Contractor.

XLVIII. OVERPAYMENT

Contractor shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

XLIX. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement between the PRDOH and the CONTRACTOR arising from the performance by the CONTRACTOR or PRDOH of any provision in this Agreement and/or any Task Order, the PRDOH and the CONTRACTOR shall use their best efforts to settle the dispute, claim, question, or disagreement within thirty (30) days. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If the parties hereto are unable to reach an amicable



solution to the dispute, claim, question, or disagreement, then the parties hereto submit themselves to the jurisdiction of the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

However, during the aforementioned **thirty (30)** day period, CONTRACTOR shall not discontinue the tasks assigned and will remain performing its tasks and duties as established in this Agreement.

L. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

LI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within thirty (30) days of execution by the other party, this Agreement shall be null and void.

LII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING

.

/mm/h/

CUSTOM HOMES, INC.

Fernando A. Gil-Enseñat, Esq.

Secretary

Ramón J. De León Iturriaga President

DUNS No. 829755292



NOTICE OF AWARD

Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

September 10, 2019

By email: rjdeleon@customerservicegroup.com

Ramón J. De León-Ituriaga President/Executive Director Custom Homes, Inc. PO Box 361497 San Juan, PR 00936

Re: 1

Notice of Award

Request for Proposals No. CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant for Disaster Recovery

Dear Mr. De León-Ituriaga:

/ File

On November 16, 2018 the Puerto Rico Department of Housing (PRDOH) issued Request for Proposals No. CDBG-DR-RFP-2018-09 for Homeowner Repair, Reconstruction, or Relocation Program Construction Managers (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). The RFP sought to select qualified firms with expertise, experience and knowledge in the areas of design, construction, and contract administration. Construction Managers will coordinate design, permitting, demolition, abatement, repair, and construction works under the Home Repair, Reconstruction, or Relocation Program (R3 Program).

In response to the RFP, Custom Homes, Inc. submitted a Proposal to the PRDOH on January 22, 2019. The Bid Board, with quorum duly constituted, pursuant to Article II, Section 1 (e) of Regulation No. 9075 of February 26, 2019, Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the Procurement Office regarding the RFP, including the Evaluation Committee Report dated June 20, 2019, decided to issue awards under the RFP as follows:

- To SLSCO LTD, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To Lemoine Disaster Recovery, LLC, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To Thompson Construction Group Inc., a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;

606 Barbosa Avenue, Building Juan C. Cordero Dávila Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365 T. (787) 274-2527 | www.vivienda.pr.gov



Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 2 / 6

- To DSW Homes LLC, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To FR-BLDM LLC, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To Rebuilders PR, LLC, a Level 1 Construction Manager, for the initial contract not-toexceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To ANG Construction, Inc., a Level 2 Construction Manager, for the initial contract not-toexceed amount of \$15,000,000 and a 3-year term for both repair and replacement home construction work to perform work at the Municipalities of Caguas, Gurabo, Juncos, Las Piedras, and San Lorenzo;
- To Yates-Bird LLC, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To Caribe Tecno, CRL, a Level 1 Construction Manager, for the initial contract not-toexceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To Custom Homes, Inc., a Level 2 Construction Manager, for the initial contract not-to-exceed amount of \$15,000,000 and a 3-year term for both repair and replacement home construction work at the Municipalities of Caguas, Canóvanas, Gurabo, Río Grande, and Vega Alta;

All contracts will be invoiced up to the amounts awarded based on the Cost Proposals submitted and terms and conditions of the Construction Manager Services. All awarded Proposers are responsive and responsible Proposers whose Proposals were advantageous to the PRDOH in terms of price and other evaluation factors included in the RFP. The Bid Board Resolution is attached hereto and made an integral part herein as **Exhibit I**.

in response to the RFP the PRDOH received a total of thirty (30) Proposals. On May 13, 2019, the PRDOH received a letter from Pitirre Construction Company, Inc. (Proposer No. 20) requesting the immediate withdrawal of the proposal submitted in response to the RFP. Therefore, the PRDOH was left with twenty-nine (29) Proposals for the RFP. A summary of the results of the technical evaluation of each Proposal, as evaluated by the Evaluation Committee, is shown in **Table 1**.

Table 1: Proposals Technical Evaluation Summary Conceptual Design Plan for Submissions Total Mandatory Qualifi-Work Section 3 "Qualified No. Proposer Name Single-Two-Story Technical Proposer* Rea. cations Approach Complian Story 3-Score ce **Bedroom** Bedroom

84.00

Pass

96.33

34.67

35.00

5.00

255.00

Yes

Phil



1 Excel Contractors, LLC

Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 3 / 6

	·	· · · · · · · · · · · · · · · · · · ·				ual Design dssions	Plan for	Total	
No.	Proposer Name	Mandatory Req.	Qualifi- cations	Work Approach	Single- Story 3- Bedroom	Two-Story 3- Bedroom	Section 3 Complian ce	Technical Score	"Qualified Proposer"
2	SLSCO LTD	Pass	88.66	73.67	33,67	34.67	3.00	233.67	Yes
3	Lemoine Disaster Recovery, LLC	Pass	77.34	85.01	34.33	33.00	4.33	234.01	Yes
4	Thompson Construction Group Inc.	Pass	66.34	89.34	36.00	38.00	5.00	234.68	Yes
5	DSW Homes LLC	Pass	72.67	90.98	38.00	36.33	5.00	242.98	Yes
6	FR-BLDM LLC	Pass	83.18	89.67	38.33	38.00	5.00	252.68	Yes
7	OSSAM Construction, Inc.	Pass	88.66	87.67	33.67	34.00	0.00	244.00	Yes
8	Enviro-Tab, Inc.	Pass	67.00	72.67	36.00	36.67	3.00	215.34	No
9	Piloto Construction LLC	Pass	72.66	65.34	37.00	37.00	2.67	214,67	No
10	APTIM PR LLC	Pass	73.67	95.99	37,33	38.00	5.00	249.99	Yes
11	Desarrollos 3V, Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12	Rebuilders PR LLC	Pass	81.00	81.34	36.67	37,33	5.00	241.34	Yes
13	Design Build LLC	Pass	81,34	69.66	33.33	32,67	2.67	219.67	No
14	Aireko Construction Management Services LLC	Pass	80.33	95.00	33.33	32.67	5.00	246.33	Yes
15	ANG Construction, Inc.	Pass	72.84	83.24	37.33	36.00	5.00	234,41	Yes
16	Yates-Bird LLC	Pass	74.35	91.34	36.00	36.67	5.00	243,36	Yes
17	North Canstruction Group inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18	CIC Construction Group \$E	Pass	79.00	60.34	38.00	37.00	2.00	216.34	No
19	Three O Construction SE	Pass	80.67	68.67	38.00	38.67	4.00	230,01	Yes
21	Venegas Construction, Corp.	Pass	84.66	94.67	40.33	40.00	5.00	264.66	Yes
22	4 Contractors JV	Pass	78.00	88.34	40,33	40.33	5.00	252,00	Yes
23	RV Engineering Group, Corp.	Fail	n/a	n/a	n/a	n/a	n/o	n/a	n/a
24	Caribe Tecno, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25	Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26	WG Pitts Caribbeon, LLC	Fall	n/a	n/a	n/a	n/a	n/a	n/a	n/a
27	Custom Homes, Inc.	Pass	75.33	93.66	34.00	34.00	5,00	241.99	Yes
28	Maglez Engineering & Contractors, Corp.	Pass	66.67	58.99	26.33	28,33	3.00	183,32	No
29	Burke Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30	Moderno Construction Corp.	Pass	60.66	77.99	33.67	35.67	4.33	212.32	No



A total of twenty-four (24) Proposers passed the Mandatory Requirements of the RFP and five (5) Proposers failed them. Of the twenty-four (24) that passed the Mandatory Requirements a total of seventeen (17) obtained a technical score equal to or greater than 230 and were considered "Qualified" for the services, while seven (7) Proposers obtained scores below the 230 threshold and were considered "Not Qualified".



For the seventeen (17) Proposers that were considered "Qualified" the Evaluation Committee evaluated Cost Proposals submitted and combined the technical and price aspects to obtain the Proposals Weighted Scores as established in Section 8.4 of the RFP. A summary of the results is shown in **Table 2**.

Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 4 / 6

Table 2: Weighted Scores of "Qualified" Proposers (for Original Proposals)

No.	Proposer Name	Technical Weighted Score ¹	Cost Proposal Weighted Score ^{2,3}	Total Weighted Score
	Excel Contractors, LLC	64.29%	24.28%	88.57%
2	SLSCO LTD	58.25%	27.00%	85,25%
3	Lemoine Disaster Recovery, LLC	59.24%	25.57%	84.82%
4	Thompson Construction Group Inc.	60.80%	30.00%	90.80%
5	DSW Homes LLC	62.51%	25.24%	87.75%
6	FR-BLDM LLC	64.71%	0.00%	64.71%
7	OSSAM Construction, Inc.	57.82%	0.00%	57.82%
10	APTIM PR LLC	64.04%	22.17%	86.21%
12	Rebuilders PR LLC	62.13%	0.00%	62.13%
14	Aireko Construction Management Services LLC	62,07%	10.52%	72.58%
15	ANG Construction, Inc.	60.66%	0.00%	60.66%
16	Yates-Bird LLC	62.36%	0.00%	62,36%
19	Three O Construction SE	59.42%	0.00%	59.42%
21	Venegas Construction, Corp.	67.64%	13.67%	81,32%
22	4 Contractors JV	65.15%	0.00%	65.15%
24	Caribe Tecno, CRL	60.00%	0.00%	60.00%
27	Custom Homes, Inc.,	61.46%	0.00%	61.46%

Based on the results of the Proposals evaluation and the provisions of Section 8.5 of the RFP the Evaluation Committee recommended negotiations with all "Qualified" Proposers in order for them to improve their Proposals for PRDOH to obtain the best possible offers.

The Procurement Office, based on the recommendation of the Evaluation Committee, opened negotiations with "Qualified" Proposers. After completing negotiations, **Table 3** presents overall final Proposals Scoring and cost reasonableness of the revised Proposals.

Table 3: Weighted Scores of "Qualified" Proposers After Negotiations

No.	Proposer Name	Technical Weighted Score	Cost Proposal Welghted Score	Weighted	Qualifies for Award (Score>75%)	Cost Reasona- bleness Analysis
1	Excel Contractors, LLC	64.29%	25.69%	89.98%	Yes	Too High
2	SUSCO LTD	58.25%	29.78%	88.03%	Yes	Reasonable
3	Lemoine Disaster Recovery, LLC	59.24%	28.57%	87.81%	Yes	Reasonable
4	Thompson Construction Group Inc.	60.80%	28.87%	89.67%	Yes	Reasonable
5	DSW Homes LLC	62.51%	27.87%	90.38%	Yes	Reasonable

I Technical Weighted Score includes the resulting percentages from the Qualifications, Work Approach, Conceptual Design Submissions, and Section 3 Plan evaluation by the Evaluation Committee. Refer to Section 8.4 of the RFP for the formula used to translate technical points into their corresponding percentages.

² Cost Proposal Weighed Score includes the sum of the resulting percentages from the evaluation of single- and two-story 2-bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Refer to Section 8.4 of the RFP for the formula used to tronslate Replacement Home Cost Proposals into their corresponding percentages.

3 As per Note 1 of Table 4 (Proposal Scaring) of the RFP a submission of Cost Proposals with hard / construction costs over the RFP-established caps were given a score of zero (0).





Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 5 / 6

No.	Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score>75%)	Cost Reasona- bleness Analysis
6	FR-BLDM LLC	64.71%	28.79%	93.50%	Yes	Reasonable
7	OSSAM Construction, Inc.	57.82%	24,49%	82.31%	Yes	Too High
10	APTIM PRILLC	64.04%	24.93%	88.98%	Yes	Too High
12	Rebuilders PR LLC	62.13%	28.84%	90.97%	Yes	Reasonable
14	Aireko Construction Management Services LLC	62.07%	19.57%	81,64%	Yes	Too High
15	ANG Construction, Inc.	60.66%	27.37%	88.03%	Yes	Reasonable
16	Yates-Bird LLC	62.36%	29.93%	92.29%	Yes	Reasonable
19	Three O Construction SE	59.42%	5.00%	64.42%	No	Too High
21	Venegas Construction, Corp.	67.64%	24.45%	92.09%	Yes	Too High
22	4 Contractors JV	65.15%	26.01%	91.17%	Yes	Too High
24	Caribe Tecno, CRL	60.00%	29.61%	89.61%	Yes	Reasonable
27	Custom Homes, Inc.	61.46%	28.07%	89.54%	Yes	Reasonable

Pursuant to Section 8.6 of the RFP "To be selected for award Proposers need to acquire a weighted score in their Proposals of seventy-five (75) or more". Of the seventeen (17) "Qualified Proposers", sixteen (16) qualify for an award under provisions of Section 8.6 of the RFP. Of these sixteen (16) Proposers, ten (10) submitted Replacement Home Cost Proposals which are considered of reasonable cost for the services. All Proposers that submitted Replacement Home Cost Proposals at reasonable costs to PRDOH also accepted the terms and conditions of the Program Unit Price List without exceptions. The PRDOH determined to issue awards to Proposers that (i) are considered "Qualified" for the services, (ii) obtained Weighted Scares greater than or equal to 75%, (iii) submitted all Replacement Home Cost Proposals at reasonable cost to the PRDOH, and (iv) accepted the terms and conditions of the Program Unit Price List without exceptions. Proposers that comply with all criteria and their Construction Manager Level are:

SLSCO LTD (Proposer No. 2) Level 1
Lemoine Disaster Recovery, LLC (Proposer No. 3) Level 1
Thompson Construction Group, Inc. (Proposer No. 4) Level 1
DSW Homes LLC (Proposer No. 5) Level 1
FR-BLDM LLC (Proposer No. 6) Level 1
Rebuilders PR, LLC (Proposer No. 12) Level 1
ANG Construction, Inc. (Proposer No. 15) Level 2
Yates-Bird LLC (Proposer No. 16) Level 1
Caribe Tecno, CRL (Proposer No. 24) Level 1
Custom Homes, Inc. (Proposer No. 27) Level 2

Your firm is one of the selected Proposers for the Construction Manager Services of the R3 Program.

The list of Proposers, which is attached hereto and made an integral part herein as **Exhibit II**, details the names, addresses, and contact information of all Proposers that submitted a Proposal in response to the RFP.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within

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Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 6 / 6

20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days.

If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Proposer that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerel

William G. Ríos Maldonado, Esq.

Director

CDBG-DR Procurement Office

CC.

Luz M. Acevedo-Pellot, PE, President of the Bid Board Ms. Niurka E. Rivera-Rivera, Member of the Bid Board Omar Figueroa-Vázquez, Esq., Member of the Bid Board Joel Ayala-Martínez, Esq., Member of the Bid Board Mr. César Candelario-Candelario, Member of the Bid Board Mrs. Luz S. Colón-Ortiz, Secretary of the Bid Board

I hereby certify that this Notice of Award was delivered to all Proposers listed in Exhibit II.

Receipt Number: +004 2510 0007 0098 6063



Puerto Rico Department of Housing Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09

Bid Board Resolution

Date: September 9, 2019

Time: 1:37pm

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Homeowner Repair, Reconstruction, or Relocation Program Construction Managers under Request for Proposal No. CDBG-DR-RFP-2018-09 (the RFP-2018-09), including the Evaluation Committee Report dated June 20, 2019, has decided to award the RFP-2018-09 to (1) \$LSCO LTD, (2) Lemoine Disaster Recovery, LLC, (3) Thompson Construction Group Inc., (4) DSW Homes LLC, (5) FR-BLDM LLC, (6) Rebuilders PR, LLC, (7) ANG Construction, Inc., (8) Yates-Bird LLC, (9) Caribe Tecno, CRL, and (10) Custom Homes, Inc., ten (10) responsive and responsible Proposers whose Proposals are the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications, work approach, and designs seth forth in the RFP-2018-09. This award results in the execution of the following agreements for the Homeowner Repair, Reconstruction, or Relocation Program Construction Managers under the Community Development Block Grant for Disaster Recovery (CDBG-DR) program:

- SLSCO LTD for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- Lemoine Disaster Recovery, LLC for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- Thompson Construction Group Inc. for the amount of \$50,000,000 and a 3-year term as Level
 1 Construction Manager
- DSW Homes LLC for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- FR-BLDM LLC for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- Rebuilders PR, LLC for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- ANG Construction, Inc. for the amount of \$15,000,000 and a 3-year term as Level 2 Construction Manager
- Yates-Bird LLC for the amount of \$50,000,000 and a 3-year term as Level 1 Construction.
 Manager
- Caribe Tecno, CRL for the amount of \$50,000,000 and a 3-year term as Level 1 Construction Manager
- Custom Homes, Inc. for the amount of \$15,000,000 and a 3-year term as Level 2 Construction Manager

The Puerto Rico Department of Housing (PRDOH) issued the RFP-2018-09 for Homeowner Repair, Reconstruction, or Relocation Program Construction Managers under CDBG-DR. According to the RFP, services include design, construction, and contract administration, to support the PRDOH in the implementation of the Home Repair, Reconstruction, or Relocation Program (R3 Program). The Construction Managers will aid the R3 Program in its goals of (a) returning displaced households, (b)

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 I P.O. Box 21365 San Juan, PR 00928-1365 Tel: (787)274-2527 I www.vivienda.pr.gov







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reconstructing housing to higher resilience standards, (c) revitalizing weak and aging housing stock, and (d) moving households out of unsafe conditions. Construction Managers will be entities that have the capacity to invest considerable amounts of resources to design, repair, or build singletamily dwelling units within short periods of time.

The Notice for the RFP-2018-09 was published on November 16, 2018, thorugh the Registro Unico de Subastas del Goblerno (RUS) and the CDBG-DR website. The RFP allowed Proposers to submit Proposal for two (2) different levels of Construction Managers. Level 1 Construction Managers are those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 2 Construction Managers are those with moderate financial capabilities which are able to perform moderate quantities of work at any given time and within adjacent groups of municipalities. On January 22, 2019 the PRDOH Procurement Office received thirty (30) proposals from the following entities:

Proposer No.	Proposer Name	Level
1	Excel Contractors, LLC	Level 1
2	SLSCO LTD	Level 1
3	Lemoine Disaster Recovery, LLC	Level 1
4	Thompson Construction Group Inc.	Level 1
5	DSW Homes LLC	Level 1
6	FR-BLDM LLC	Level 1
7	OSSAM Construction, Inc.	Level 2
8	Enviro-Tab, Inc.	Level 2
9	Piloto Construction LLC	Level 2
10	APTIM PR LLC	Level 1
11	Desarrollos 3V, Inc.	Level 2
12	Rebulfders PR LLC	Level 1
13	Design Build LLC	Level 2
14	Alreko Construction Management Services LLC	Level ?
15	ANG Construction, Inc.	Level 2
16	Yates-Bird LLC	Level 1
17	North Construction Group Inc.	Level 2
18	CIC Construction Group SE	Level 2
19	Three O Construction SE	Level 2
20	Pilire Construction Company, Inc.(1)	Level 2
21	Venegos Construction, Corp.	Level 1
22	4 Contractors JV	Level 1
23	RV Engineering Group, Corp.	Level 2
24	Caribe Tecno, CRL	Level 1
25	Seasons-CL LLC	Level 2
26	WG Pitts Caribbean, LLC	Level 2
27	Custom Homes, Inc.	Level 2
28	Magiez Engineering & Contractors, Corp.	Level 2
29	Burke Construction Group Inc.	Level 1
30	Modemo Construction Corp.	Level 1

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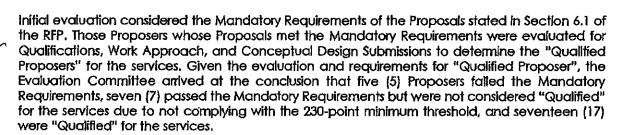
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On May 13, 2019, the Procurement Office received a letter from Pitirre Construction Company, Inc. (Proposer No. 20) requesting the immediate withdrawal of the proposal submitted in response to the RFP. Given the withdrawal, the PRDOH was left with twenty-nine (29) Proposals for the services.

The proposals were evaluated by an Evaluation Committee appointed by virtue of Administative Order No. 19-08 dated February 13, 2019, which superseded Administrative Order No. 18-56 dated November 16, 2018. The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

Table 1: Proposals Maximum Scoring as Established in Section 8.4 of the RFP					
Criteria	Maximum Points	Max. Welghted Score			
Mandatory Requirements (Section 6.1)	Pass/Fall	n/a			
Technical Requirements (Qualifications and Work Approach Proposals)					
Qualifications (Section 6.2)	100 Points	20%			
Work Approach (Section 6.3)	100 Points	20%			
Conceptual Design/Submissions (Section 6:4)					
3-Bedroom Single-Story Model Home	45 Points	15%			
3-Bedroom Two-Story Model Home	45 Points	15%			
Maximum Technical Points	290 Points	70%			
(COS) Proposals					
Single-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Single-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Single-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Two-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Two-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Two-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%			
Maximum Cost Proposal Points	n/a	30%			
Total Scoring		100%			
Bonus Points for Section 3 Compliance Pian Submission (Section 3.8)	5 Points	5%			





Proposers that failed the Mandatory Requirements were the following:

Desarrollos 3V, Inc. (Proposer No. 11): This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Pursuant to the PRDOH Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CD8G-DR-RFP-2018-09 Page 4

financial consultant Kreston PR, LLC's report dated May 14, 2019 the Proposer obtained a score of 66.61% in its Financial Capacity Evaluation.

- North Construction Group, Inc. (Proposer No. 17): This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager, Proposer obtained a score of 59.44% on its Financial Capacity Evaluation.
- RV Engineering Group, Corp. (Proposer No. 23): According to the Evaluation Committee Report this Proposer falled to comply with the Bid Bond requirements of the RFP. Also, the Proposer falled to submit a Cost Proposal for the single-level 3-bedroom model home and Conceptual Design Submission for the two-level 3-bedroom model home.
- WG Pitts Caribbean, LLC (Proposer No. 26): This Proposer falled to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 61.85% on its Financial Capacity Evaluation. Also, the Proposer failed to comply with the Bid Bond requirements of the RFP.
- Burke Construction Group, Inc. (Proposer No. 29): This Proposer failed to comply with the Financial Requirements of the RFP for a Level 1 Construction Manager. Proposer obtained a score of 67.17% on its Financial Capacity Evaluation.

The following seven (7) Proposers passed the Mandatory Requirements but failed to obtain 230 points in their technical evaluation and therefore are not considered "Qualified" for the services:

Enviro-Tab, Inc. (Level 2) (215.34 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Poss/Fall	Pass
technical:requirements (Qualifications and Work Approach Proposals).		
Qualifications (Section 6.2)	100 Points	67,00 Points
Work Approach (Section 6.3)	100 Points	72.67 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	72.67 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	3 Points
Total Technical Points	290 Points	215,34 Points

Piloto Construction, LLC (Level 2) (214.67 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
::echnical:regutements:(Qualifications:and:Wort:Approach:Propo	sgls)	THE WAR
Qualifications (Section 6.2)	100 Points	72.66 Polnts
Work Approach (Section 6.3)	100 Points	65.34 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	74.00 Points





Criteria	Maximum Points	Score
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	2.67 Points
Total Technical Points	290 Points	214.67 Points

Design Bulld, LLC (Level 2) (219.67 Points):

Criteria	Maximum Points	Score	
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass	
Technical Regulrements:(Qualifications and Work/Approach Proposals)			
Qualifications (Section 6.2)	100 Points	81.34 Points	
Work Approach (Section 6.3)	100 Points	69.66 Points	
Conceptual Design Submissions			
Conceptual Design Submissions (Section 6.4)	90 Points	66.00 Points	
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	2.67 Points	
Total Technical Points	290 Points	219.67 Points	

CIC Construction Group, SE (Level 2) (216.34 Points):

Criteria	Maximum Points	\$core
Mandatory Regulrements (Section 6.1)	Pass/Fall	Pass
Nechnical Regultements (Gualifications and Work Approach Proposals)		
Qualifications (Section 6,2)	100 Points	79.00 Points
Work Approach (Section 6.3)	100 Points	60.34 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	75.00 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	2.00 Points
Total Technical Points	290 Points	216.34 Points

Seasons-CL, LLC (Level 2) (204.33 Points):

Criteria	Maximum Points	\$core
Mandatory Regulrements (Section 6.1)	Pass/Fail	Pass
leannical Regultements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	76.00 Points
Work Approach (Section 6.3)	100 Points	53.33 Points
Gonceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	75.00 Points
Bonus Points for Section 3 Compliance Flan Submission (Section 3.8)	5 Points	0.00 Points
Total Technical Points	290 Polnis	204.33 Points

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Maglez Engineering & Contractors, Corp. (Level 2) (183.32 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Lechnical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	66.67 Points
Work Approach (Section 6.3)	100 Points	58.99 Points
Gonceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	54.66 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3,8)	. 5 Points	3.00 Points
Total Technical Points	290 Points	183.32 Points

Moderno Construction Corp. (Level 1) (212.32 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	60.66 Points
Work Approach (Section 6.3)	100 Points	77,99 Points
"Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	69.34 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	4.33 Points
Total Technical Points	290 Points	212.32 Points

A summary of the results of the mandatory and technical evaluation of each Proposal is shown in Table 2 below:

 Table 2: Proposals	Evaluation	Summary
	11	

No.	Proposer	Mandatory Reguirements	Technical Points	Qualified
1	Excel Contractors, LLC	Pass	255.00	YES
2	SLSCO LTD	Pass	233,67	YES
3	Lemoine Disaster Recovery, LLC	Pass	234.01	YES
4	Thompson Construction Group Inc.	Pass	234.68	YES
5	DSW Homes LLC	Pass	242,98	YES
6	FR-BLDM LLC	Pass	252,68	YES
7	OSSAM Construction, Inc.	Pass	244.00	YES
8	Enviro-Tab, Inc.	Pass	215.34	NO
9	Piloto Construction LLC	Pass	214.67	NO
10	APTIM PRILC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A





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No.	Proposer	Mandatory Requirements	Technical Points	Qualified
12	Rebuilders PR LLC	Pass	241,34	YES
13	Design Build LLC	Pass	219,67	NO
14	Aireko Construction Management Services LLC	Pass	246,33	YES
15	ANG Construction, Inc.	Pass	234.41	YES
16	Yates-Bird LLC	Pass	243.36	YES
17	North Construction Group Inc.	Fail	N/A	N/A
18	CIC Construction Group SE	Pass	216.34	NO
19	Three O Construction SE	Pass	230.01	YES
21	Venegas Construction, Corp.	Pass	264.66	YES
22	4 Contractors JV	Pass	252.00	YES
23	RV Engineering Group, Corp.	Fail	N/A	N/A
24	Caribe Tecno, CRL	Pass	247.33	YES
25	Seasons-CL LLC	Pass	204.33	NO
26	WG Pitts Caribbean, LLC	Fall	N/A	N/A
27	Custom Homes, Inc.	Pass	241.99	YES
28	Maglez Engineering & Contractors, Corp.	Pass	183,32	NO
29	Burke Construction Group Inc.	Fail	N/A	N/A
30	Modemo Construction Corp.	Pass	212.32	NO

Proposers that were deemed "Qualified" for the services and their respective levels of Construction Manager applied for were the tollowing:

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•	Excel Contractors, LLC (Proposer No. 1)Level 1
	SLSCO LTD (Proposer No. 2)Level 1
ĸ	Lemoine Disaster Recovery, LLC (Proposer No. 3)Level 1
	Thompson Construction Group Inc. (Proposer No. 4)Level 1
Ħ	DSW Homes LLC (Proposer No. 5)Level 1
	FR-BLDM LLC (Proposer No. 6)Level 1
¥	OSSAM Construction, Inc. (Proposer No. 7)Level 2
•	APTIM PR LLC (Proposer No. 10)Level 1
¥	Rebuilders PR LLC (Proposer No. 12)Level 1
¥	Aireko Construction Management Services LLC (Proposer No. 14)Level 1
×	ANG Construction, Inc (Proposer No. 15)Level 2
Ħ	Yates-Bird LLC (Proposer No. 16)Level 1
ĸ	Three O Construction SE (Proposer No. 19)Level 2
=	Venegas Construction, Corp. (Proposer No. 21)Level 1
	4 Contractors JV (Proposer No. 22)Level 1
•	Caribe Tecno, CRL (Proposer No. 24)Level 1
=	Custom Homes, Inc. (Proposer No. 27)Level 2

Subsequently, the Cost Proposals from the "Qualified Proposers" were evaluated. The submission consisted of two (2) types of Cost Proposals. The first was a line item pricing proposal for repair,

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demolition, and abatement work to be performed at participating dwellings of the R3 Program. The second was composed of lump sum pricing for design, permitting, and construction works for the construction of new single-family dwellings to replace those deemed substantially damaged by the R3 Program. For this component of the Cost Proposal, Proposers had to submit six (6) Cost Forms to cover single- and two-story 2-bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Also, the RFP established construction / hard cost caps for the Model Homes. The caps established were \$108,000 for single- and two-story 2-bedroom Replacement Homes, \$120,000 for single- and twostory 3-bedroom Replacement Homes, and \$132,000 for single- and two-story 4-bedroom Replacement Homes.

After evaluating the Cost Proposals of the "Qualified Proposers", the Evaluation Committee combined the technical and cost aspects to attain the weighted score of the Proposals as per Section 8.4 of the RFP. Table 3 presents the conclusions of the Evaluation Committee after completing their evaluation of the Proposals.

Table 3: Total Weighed Scares of "Qualified Proposers"

No. Proposer Name	Technical Weighted Score ¹	Cost Proposal Welghted Score ^{2,3}	Welghled	Qualifies for Award (Score>75%)
1 Excel Contractors, LLC	64.29%	24.28%	88.57%	Yes
2 SLSCO LTD	58.25%	27.00%	85,25%	Yes
3 Lemoine Disaster Recovery, LLC	59.24%	25.57%	84.82%	Yes
4 Thompson Construction Group Inc.	60.80%	30.00%	90.80%	Yes
5 DSW Homes LLC	62.51%	25.24%	87.75%	Yes
6 FR-BLDM LLC	64.71%	0.00%	64.71%	No
7 OSSAM Construction, Inc.	57.82%	0.00%	57.82%	No
10 APTIM PRILC	64.04%	22,17%	86.21%	Yes
12 Rebuilders PR LLC	62.13%	0.00%	62.13%	No
14 Aireko Construction Management Services LLC	62.07%	10.52%	72.58%	No
15 ANG Construction, Inc.	60.66%	0.00%	60.66%	No
16 Yates-Bird LLC	62.36%	0.00%	62.36%	No
19 Three O Construction SE	59.42%	0.00%	59.42%	No
21 Venegas Construction, Corp.	67.64%	13.67%	81.32%	Yes
22 4 Confractors JV	65.15%	0.00%	65.15%	No
24 Caribe Tecno, CRL	60.00%	0.00%	60.00%	No
27 Custom Homes, Inc.,	61,46%	0.00%	61.46%	No

According to the Evaluation Committee, seven (7) Proposers qualified for an award under Section 8.6 of the RFP (i.e. those with a weighted score of 75% or more) and ten (10) Proposers submitted Replacement Homes with construction / hard costs over the RFP-established caps and did not qualify. Given this fact and based on the provisions of Section 8.5 of the RFP, the Evaluation Committee recommended opening negotiations with all "Qualitied Proposers" to improve their





¹ Technical Weighted Score includes the resulting percentages from the Qualifications, Work Approach, Canceptual Design Submissions, and Section 3 Plan evaluation by the Evaluation Committee. Refer to Section 8.4 of the RFP for the formula used to translate technical points into their corresponding percentages.

² Cost Proposal Welghed Score includes the sum of the resulting percentages from the evaluation of single- and two-story 2bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Refer to Section 8.4 of the RFP for the formula used to translate Replacement Home Cost Proposals Into their corresponding percentages.

According to Note 1 of Table 4 of the RFP, Cost Proposals that were over the RFP-established caps for construction / hard costs were given a score of zero percent (0%) when scoring,

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Proposals in order for PRDOH to obtain the best possible offers. The Evaluation Committee also recommended the standardization of line item pricing for the Program through the negotiation process, as not having standardized line item pricing would create burden on the PRDOH's administration of the R3 Program and may also result in unfair and unbalanced treatment to applicants.

On June 17, 2019, the Procurement Office notified the Contracting Office, Fernando A. Gil-Enseñat, Esq., about the recommendation to negotiate with "Qualified Proposers". On June 18, 2019, the Contracting Officer authorized the Procurement Office to conduct and coordinate the negotiations in accordance with the provisions included in Regulation No. 9075.

Afterwards, on June 21, 2019, the Procurement Office sent a letter to all "Qualified Proposers" in order to request Proposers to revise their Cost Proposals. These revised Cost Proposals would be considered the Proposers' best and final offer (BAFO), however, the PRDOH reserved the right to conduct other rounds of negotiations.

With these letters the Procurement Office also Informed Proposers of the following changes to the RFP's requirements:

- Elimination of Buy American Act Requirements;
- Standardization of Unit Price List;
- Standardization of overhead and protit percentages;
- Addition of Minimum Architectural and Design Standards; and
- Addition of Temporary Relocation Payments to Program Applicants.

Clarification meetings were held on June 28, 2019 and afterwards, on July 2, 2019, the Procurement Office sent a communication modifying requirements of the RFP as part of the negotiation process. These additional modifications were to be considered by "Qualified Proposers" for the submission of their BAFOs. Among the changes informed to the Proposers were the following:

- The period of performance for the design and permitting work was eliminated from the RFP In response to concerns from Proposers regarding delays in the permitting process by governmental agencies. The Scope of Work, as amended, defined the design and permitting period of performance as beginning on the day of the pre-construction conference and ending upon acquisition of the demolition or construction permit, or upon thirty (30) calendar days from the pre-construction conference had elapsed, whichever is
- The period of performance for repair works was extended from forty-tive (45) to sixly (60) days, and the period of performance for replacement home construction from one hundred and twenty (120) days to one hundred and eighty (180) days. These performance periods were also defined as beginning upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") and ending upon acquisition of the Occupancy Permit ("Permiso de Uso"). This was done in response to concerns from the majority of Proposers regarding the periods of performance.
- Liquidated damages for services were reduced to one hundred dollars (\$100) per day of delay in the timeframes of performance for all types of work. This was done in response to concerns from the majority of Proposers regarding the onerous liquidated damages when considering multiple assignments while under contract with PRDOH.
- Minimum Architectural and Design Standards were modified based on input from Proposers during the clarification meetings the questions and requests for clarifications received.



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Replacement Home specific requirements were modified to (i) eliminate the water cistem, (ii) eliminate the carport roof requirements, and (iii) eliminate the requirement for roof waterproofing (unless required to comply with a Green Building Standard).

Soft Cost and Hard Costs definitions were modified to (i) include insurance costs as soft costs of the replacement homes, (ii) exclude from the hard costs the payment of Municipal Patents and Construction Taxes, and (iii) define "normal" utility connection conditions,

Program Unit Price List was modified to (i) Increase the overhead percentage offered to Proposers from 15% to 20%, (ii) Include additional line items for Asbestos and Lead Remediation Permitting, (iii) include an additional line item for Asbestos and Lead Remediation Mobilization, and (iv) modify line item pricing to consider the provisions of Executive Order No. 2018-033 regarding the increase in minimum wage for construction workers in Puerto Rico1.

Clarification on applicability of the provisions of the Davis-Bacon Act to the Programs.

On July 9, 2019, the Procurement Office received the BAFOs from all "Qualified Proposers". From the evaluation of the responses to the BAFOs, it was concluded that ten (10) Proposers accepted the terms and conditions of the Program Unit Price List while seven (7) conditioned the acceptance. In addition, Proposers submitted Soft Costs for Replacement Homes that were considered foo high and only five (5) Proposers submitted Hard Costs for all six (6) Replacement Homes within the RFP-established caps.

In Memorandum dated August 1, 2019, Home, LLP recommended an increase for hard / construction costs as shown in the following Table 4:

Table 4: Revised Construction / Hard Cost Caps for the RFP

Unit Size	Single-Story	Two-Story
2-Bedroom	\$145,000	\$160,000
3-Bedroom	\$170,000	\$185,000
4-Bedroom	\$185,000	\$205,000

The Independent Cost Estimate was revised on August 8, 2019 to consider the increase in construction / hard cost caps as well as new definitions of Soft and Hard Costs.

On August 8, 2019, the Procurement Office sent a letter to all "Qualified Proposers" in order to request a second BAFO and informed Proposers of certain changes to the RFP's requirements, such as, the Hard Cost and Soft Costs, the Program Unit Price List, the Minimum Architectural and Design Standards, the Scope of Work related to the Lead-Based Paint abatement works, and an additional penalty was added for failed milestone inspections.



⁴ To consider the provisions of Executive Order No. 2018-033 the labor component of line item pricing quoted with <u>Building Construction Costs with RS Means Data, Ed. 77 (2019)</u> was multiplied by a factor of 1,8, This is the resulting factor when considering an increase in minimum wage from \$8.25 to \$15.00. Refer to Construction Works Section of Exhibit O-1 (<u>Program Unit Price List</u>) as amended on July 2, 2019.



⁵ Generally, Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction which consists of projects involving the construction, alteration, or repair of eight or more separate, configuous single-family houses operated by a single entity as a single project or eight or more units in a single structure. In the case of the R3 Program, Davis-Bacon requirements may not be triggered, since the Program is limited to single-family rehabilitation/reconstruction.

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On August 14, 2019, the Procurement Office received the second BAFO from all "Qualified Proposers". From the seventeen (17) "Qualified Proposers", two (2) Proposers (OSSAM Construction, Inc. and APTIM PR, LLC) conditioned the acceptance of the Program Unit Price List.

The Procurement Office and its Technical Assistants analyzed the Replacement Home Cost Proposals and established reasonable cost. For this analysis the average deviation between the Cost Proposals and the PRDOH's ICE was considered. This amount was then added to the total development cost of the Replacement Home (i.e. soft cost + hard cost) in the PRDOH's ICE to obtain the maximum amount that can be considered reasonable for the Cost Proposals submitted (the Maximum Reasonable Cost). Table 5 shows the results of the calculation for all Replacement Homes,

Table 5: Summary of Calculation of Maximum Reasonable Costs for Replacement Homes

Replacement Home	Soft Costs ICE	Hard Costs ICE	Soft + Hard Cost ICE [C = A+B]	Avg Dlf. In Cost	Maximum Reasonable Cost [E ≈ C+D]
Single-Story 2-Bedroom	\$32,198	\$145,000	\$177,198	\$21,185	\$198,383
Two-Story 2-Bedroom	\$34,968	\$160,000	\$194,968	\$20,644	\$215,612
Single-Story 3-Bedroom	\$36,488	\$170,000	\$206,488	\$18,765	\$225,253
Two-Story 3-Bedroom	\$38,683	\$185,000	\$223,683	\$21,196	\$244,879
Single-Story 4-Bedroom	\$38,683	\$185,000	\$223,683	\$22,197	\$245,880
Two-Story 4-Bedroom	\$42,020	\$205,000	\$247,020	\$19,637	\$264,657

Finally, the Cost Proposals submitted were compared with the calculated Maximum Reasonable Cost. Replacement Homes with total development costs (i.e. soft cost + hard cost) under the Maximum Reasonable Cost are considered reasonable for the services; those that are over are considered too high.

With this Maximum Reasonable Cost established the Procurement Office and Its Technical Assistants Concluded that all six (6) Replacement Home Cost Proposals from the following Proposers are Treasonable for the services:

- SLSCO LTD (Proposer No. 2)
- Lemoine Disaster Recovery, LLC (Proposer No. 3)
- Thompson Construction Graup, Inc. (Proposer No. 4)
- DSW Homes LLC (Proposer No. 5)
- FR-BLDM LLC (Proposer No. 6)
- Rebuilders PR, LLC (Proposer No. 12)
- ANG Construction, Inc. (Proposer No. 15)
- Yates-Bird LLC (Proposer No. 16)
- Caribe Tecno, CRL (Proposer No. 24)
- Custom Homes, Inc. (Proposer No. 27)

The Procurement Office and its Technical Assistants also concluded that all six (6) Replacement Home Cost Proposals from the following Proposers are too high for the services:

- Excel Contractors, LLC (Proposer No. 1)
- OSSAM Construction, Inc. (Proposer No. 7)
- APTIM PR LLC (Proposer No. 10)
- Aireko Construction Management Services, LLC (Proposer No. 14)
- Venegas Construction, Corp. (Proposer No. 21)



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Finally, the Procurement Office and its Technical Assistants concluded:

- That 4 Contractors JV (**Proposer No. 22**) submitted three (3) of the Replacement Home Cost Proposal at high cost when considered with the maximum reasonable cost established.
- That Three O. Construction SE (Proposer No. 19) submitted two (2) of the Replacement Home Cost Proposal at high cost when considered with the maximum reasonable cost established. Also, five (5) Replacement Home Costs Proposals were submitted over the construction / hard cost caps.

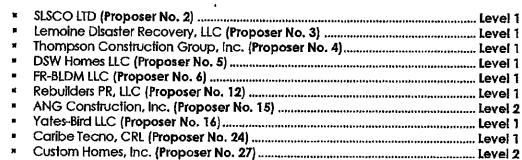
Table 6 presents the final weighted score of the "Qualified Proposers" as per Section 8.4 of the RFP and the conclusion regarding cost reasonableness:

Table 6: Final Weighted Scores of "Qualified Proposers"

No.	Proposer Name •	Technical Welghied Score	Cost Proposal Welghted Score	Total Welghted Score	Qualifies for Award (Score>75%)	Cost Reasona- bleness Analysis
1_	Excel Contractors, LLC	64.29%	25.69%	89.98%	Yes	Too High
2_	SLSCO LTD	58.25%	29,78%	88.03%	Yes	Reasonable
3	Lemoine Disaster Recovery, LLC	59.24%	28.57%	87.81%	Yes	Reasonable
4	Thompson Construction Group inc.	60.80%	28,87%	89.67%	Yes	Reasonable
5	DSW Homes LLC	62.51%	27,87%	90.38%	Yes	Reasonable
6	FR-BLDM LLC	64.71%	28.79%	93,50%	Yes	Reasonable
7	OSSAM Construction, Inc.	57,82%	24,49%	82.31%	Yes	Too High
10	APTIM PR LLC	64.04%	24.93%	88.98%	Yes	Too High
12	Rebuilders PR LLC	62.13%	28.84%	90,97%	Yes	Reasonable
14	Alreko Construction Management Services LC	62.07%	19.57%	81.64%	Yes	Too High
15	ANG Construction, Inc.	60.66%	27.37%	88.03%	Yes	Reasonable
16	Yales-Bird LLC	62.36%	29.93%	92.29%	Yes	Reasonable
19	Three O Construction SE	59,42%	5.00%	64,42%	No	Too High
21	Venegas Construction, Corp.	67.64%	24,45%	92,09%	Yes	Too High
22	4 Confractors JV	65,15%	26.01%	91.17%	Yes	Too High
24	Carlbe Tecno, CRL	80,00%	29.61%	89.61%	Yes	Reasonable
27	Custom Homes, Inc.	61.46%	28,07%	89.54%	Yes	Reasonable

/ SUE

The Procurement Office recommended issuance of awards to Proposers that (1) are considered "Qualified" for the services, (11) obtained Weighted Scores greater than or equal to 75%, (111) submitted all Replacement Home Cost Proposals at reasonable cost to the PRDOH, and (1v) accepted the terms and conditions of the Program Unit Price List without exceptions. Proposers that complied with all criteria and their Construction Manager Level are:





Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 13

The Procurement Office recommended initial contract awards in the amounts of \$50,000,000 to Level 1 Construction Managers and \$15,000,000 to Level 2 Construction Managers.

Given the above, the awards would result in the following contracts:

- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to \$L\$CO LTD for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to Lemolne Disaster Recovery, LLC for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico,
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to Thompson Construction Group Inc. for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to DSW Homes LLC for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to FR-BLDM LLC for both repair and replacement home construction work, a Level I Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to Rebuilders PR, LLC for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$15,000,000 and a 3-year term for Construction Manager Services to ANG Construction, Inc. for both repair and replacement home construction work, a Level 2 Construction Manager qualified to perform work in the Municipalities of Caguas, Gurabo, Juncos, Las Piedras, and San Lorenzo.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager
 Services to Yates-Bird LLC for both repair and replacement home construction work, a Level
 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to Caribe Tecno, CRL for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$15,000,000 and a 3-year term for Construction Manager Services to Custom Homes, Inc. for both repair and replacement home construction work, a Level 2 Construction Manager qualified to perform work in the Municipalities of Caguas, Canóvanas, Gurabo, Río Grande, and Vega Alta.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-09. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsider00ation, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 14

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, supra.

Signed by:

Luz M. Acevedo Pellot, P.E. Chairman

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario

CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 10 of September, 2019.

José T

Duz S. Colón Ortiz Alternate Secretary, Bid Board



EXHIBIT II LIST OF PROPOSERS

Request for Proposals Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09

	No.	Proposer Name	Address	Telephone
	1	Excel Contractors, LLC	Brad Roberts	225.715.4344
			Vice President	
			Excel Contractors, LLC	
			8641 United Plaza Blvd	
			Baton Rouge, LA 70809	_
			broberts@excelusa.com	
	2	SLSCO LTD	William Sullivan	(713) 880-8411
			Principal	(,
			SLSCO LTD	
			PO Box 131486	
	•		Houston, TX 77219	
			wsullivan@slsco.com	
	3	Lemoine Disaster Recover, LLC	William T. Rachal	· · · · · · · · · · · · · · · · · · ·
	-	The state of the s	Vice President	337-896-7720
			Lemoine Disaster Recovery, LLC	337-070-7720
			214 Jefferson Street	
			Suite 200	
			Lafayette, LA 70501	
			wil.rachal@lemoinecompany.com	
A		Thompson Construction Group	Christopher C, Hutto	000 770 0005
18 6 3	~ ~	Inc.	CFO	803-773-8005
	g H	IIIC.		
JEJON C	У		Thompson Construction Group Inc.	
			100 Nort Main Street	
			Sumter, SC 29150	
		DSW Homes LLC	chutto@thompsonind.com	
	9	D2M Howes ITC	James Shumer	770-519-2357
_			CEO	
			DSW Homes LLC	
. /			502 20th Street	
V			Galverston, TX 77550	
$\wedge \wedge$			jim.schumer@dswhomes.com	
X	6	FR-BLDM LLC	Angel A. Fullana-Olivencia	787-753-7010
1			President	
			FR-BLDM LLC	
		•	PO Box 9932	
			San Juan, PR 00908-9932	
			info@frcg.net	
	7	OSSAM Construction, Inc.	Francisco J. Massó	787-272-6404
			Vice President	
			OSSAM Construction, Inc.	
			502 Roosevelt St.	
			Urb, La Cumbre	
			San Juan, PR 00926	
			info@ossam.net	

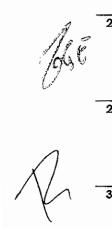
HOUSING

	8	Enviro-Tab, Inc.	José D. Rivera Fuentes President	787-869-7868
			Enviro-Tab, Inc.	
			HC-72 BOX 3766	
			PMB 316	
			Naranjito, PR 00719-9788	
		Part Construction II C	info@envirotabpr.com	787-412-0900
	9	Piloto Construction LLC	José J. Rincón San Miguel	707-412-0900
			President	
			Piloto Construction, LLC	
			1357 Ashford Ave.	
			PMB 179	
			San Juan, PR 00907	
			jrincon@comerstoneindustrialpr.com	
	10	APTIM PR LLC	Domingo Camarano	949-413-8830
			President	
			APTIM PR LLC	
			27 Calle González Giusti	
			Suite 302	
			Guaynabo, PR 00968	
			domingo.camarano@aptim.com	
	11	Desarrollos 3V, Inc.	Juan H. Vázquez	787-258-1758
_	• • •	Besarrones et, inc.	President	707 200 1700
•			Desarrollos Tres V, Inc.	
			PO Box 6689	
			Caguas, PR 00726	
		Dala del a COLLO	desarrollos3v@hotmail.com	707 /07 7051
	12	Rebuilders PR LLC	Carlos Aldarondo	787-407-7051
Ñ	_		Project Manager	
188	6		Rebuilders PR, LLC	
CU	U		PO Box 193484	
17 "			San Juan, PR 00919	
J. Jack			carlos@rebuilderspr.com	
	13	Design Build LLC	José L. Ortiz Serrano	787-795-2840
			Managing Member	
			Design Build LLC	
1			PO Box 2500	
//			PMB 471	
$/\lambda$			Toa Baja, PR 00951-2500	
2 $^{\prime}$			jortiz@dbllc.net	
\	14	Aireko Construction	Luīs Uzcafegui	787-653-6300
	• •	Management Services LLC	Partner & Member	
		management correct to	Aireko Construction Management	
			Services LLC	
			PO Box 2128	
			San Juan, PR 00922	
	7.5	ANC Construction Inc.	luzcategui@oireko.com	17071 715 1010
	15	ANG Construction, Inc.	Bienyenido Negron	(787) 745 - 4848
			President	
			ANG Construction Inc.	
			HC 02 Box 14212	
			Gurabo, PR 00778	
			b.negron@bns-eng.com	
		Yates-Bird LLC	Eduardo Pardo	787-479-2005

		<u> </u>	
		Manager	
		Yates-Bird LLC	
		PO Box 367249	
		San Juan, PR 00936-7249	
	· · · · · · · · · · · · · · · · · · ·	epardo@birdaroupllc.com	
17	North Construction Group Inc.	Jaime R. Rodríguez	787-708-0152
		President	•
		North Constructors Group, Inc.	
		PM8 135	
		405 Esmeralda Avenue Ste 2	
		Guaynabo, PR 00969-4457	
		irodriguez@ncapr.com	
18	CIC Construction Group SE	Gustavo A. Hermida	787-287-3540
	CIC CCIDIOCION CICOP 02	President	/0/-20/-3540
		CIC Construction Group, S.E.	
		Carr. PR-1 Km 23.0	
		Barrio Rio	
		Guaynabo, PR 00971	
		<u>ahermida@cic-pr.com</u>	
19	Three O Construction SE	Manual A. Orfiz-Nieves	787-869-2710
		Mnaging Partner	
		Three O. Construction SE	
		HC 75 Box 1040	
		Naranjito, PR 00719-9701	
		info@threeo.com	
20	Pitime Construction Company,	Dennis González Sánchez	787-749-2500
	Inc.	President	
		Pitirre Construction Company, Inc.	
		606 Ave. Escorial	
		Urb. Caparra Haights	
		San Juan, PR 00920	
		gonzalez dennis@gmail.com	
21	Venegas Construction, Corp.	Emilio R. Venegas	707.040.4040
•	renegas construction, corp.	Vice President	787-848-4848
		Venegas Construction, Corp.	
		472 Ave. Tito Castro	
		Suite 201	
	•	Ponce, PR 00716	
	72	erv@vccpr.com	
22	4 Contractors JV	Humberto Reynolds	787-794-0927
		Principal Princi	
		4 Contractors JV	
		PO Box 2319	
		Toa Baja, PR 00949	
		hreynolds@4cjv.com	
3 F	RV Engineering Group, Corp.	Luis R. Ramos	787-286-1432
	3	President	707-200-1402
		RV Engineering Group, Corp.	
		Calle Goyco #61	
		Caguas, PR 00725	
4 (Caribe Tecno, CPI	luis@rveng.com	
· (Caribe Tecno, CRL	José D. Pérez	787-504- 7 364
		President	
		Caribe Tecno, CRL	



		PO Box 360099	
		San Juan, PR 00936-0099	
	•	jdp@caribetecno.com	
25	Seasons-CL LLC	Jorge Guerrero Miranda	787-283-6969
		President	
		Seasons-CL, LLC	
		Industrial Victor Fernández	
		40 Street 3, Suite 1	
		San Juan, PR 00926	
		jauerrero@creativedevelop.com	
26	WG Pitts Caribbean, LLC	William G. Pitts	806-676-1605
		President	
		WG Pitts Caribbean, LLC	
		Playa Serena Apt. 1501	
		Ave. Boca de Cangrejo	•
		Carolina, PR 00979	
		tbrìght@wapitts.com	
27	Custom Homes, Inc.	Ramón J. De León-lturiaga	787-793-1742
		President/Executive Director	
		Custom Homes, Inc.	
		PO Box 361497	
		San Juan, PR 00936	
		rideleon@customerservicegroup.com	
28	Maglez Engineering &	Miguel González Rivera	787-846 - 5651
	Contractors, Corp.	President	
		Maglez Engineerings & Contractors, Corp.	
		PO Box 1174	
	•	Florida, PR 00650	
		customerseryice@maglez.net	
29	Burke Construction Group Inc.	Anthony J. Burke	305-468-6604
		President	
		Burke Construction	
		10145 NW 19th St.	
		Mîami, FL 33172	
		tburke@bcgconstruction.net	
30	Modemo Construction Corp.	Bijoy V. George	202-360-9879
		President	
		Moderno Construction Corp.	
	•	110 Calle Tapia	
		San Juan, PR 00911	
		george.bijoy@gmail.com	



Attachment B



EXHIBIT A-2

REQUEST FOR PROPOSALS

FOR

HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

UNDER THE

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

CDBG-DR-RFP-2018-09

PUERTO RICO DEPARTMENT OF HOUSING

November 16, 2018

January 22, 2019 at 3:00 p.m.

RFP Issued

Proposal Due Date

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GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

Propos	er Entity Na	me: CUSTOM HOMES, INC.
		ing a Proposal and wishes to be qualified as: ction Manager
Tab	Initials	Document Description
	Z,	Company Cover Page
R	A	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
, C	R	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1 .	Fr.	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	4	Exhibit C: Statement of Qualifications
3	R	Profile: Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Proposer responding to this RFP is composed of various entities (e.g. a Joint Venture), profiles for all entities shall be submitted. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
4	R	Organizational Chart: The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.
5	不	Key Staff Résumé and Professional Information Senior Project Manager Design Lead Permitting Lead Procurement Lead Construction Lead Occupational Safety Lead Quality Control Lead

Tab	Initials	Document Description
6	Zi	Work Approach
7	Ri	Conceptual Design Submission (Single-Story 3-Bedroom Model Home) Drawings Renderings Design Narrative
8	R	Conceptual Design Submission (Two-Story 3-Bedroom Model Home) Drawings: Renderings Design Narrative
10	R	Plan for Compliance with Section 3 Requirements (Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)

Proposer's Authorized Representative's Signature

12/17/2018

Date

RAMON J. DE LEON ITURRIAGA

Proposer's Authorized Representative Printed Name





GOVERNMENT OF PUERTO RICO Department of Housing

Proposer's Initials:

EXHIBIT C STATEMENT OF QUALIFICATIONS

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-09

	Proposer's Identification:			
•	CUSTOM HOMES, INC.		1984	
	(Legal Name)		(Year of Establishment)	(Tax ID)
				829755292
				(D-U-N-S Number)
	The following named person the Contract:	is hereby authoriz	ed to bind the Entity in	matters related to
	RAMON J. DE LEON ITURRIAC	≩A	PRESIDENT / EXI	ECUTIVE DIRECTOR
	(Name)		(Position)	
	Physical Address:	CAPARRA OF	FICE CENTER	
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(Address Line 1)		
		22 AVE. GON	IZALEZ GIUSTI, SUITE 220	
		(Address Line 2)	LI ILLE GIOGII, GOILE LEG	
		GUAYNABO	PR	00968
		(City)	(State)	(Zip Code)
	Mailing Address:	PO BOX 3614	97	
	J	(Address Line 1)		
	,	(Address Line 2)		00936-
		SAN JUAN	PR	1497
		(City)	(State)	(Zip Code)
	Contact Information:			
				CUSTOMGROUPPR
	(787) 793-1742 (Telephone Number)	(787) 273-7213 (Facsimile Number)		-1
		(rocsimile Number)	įEmaii Adares	5)
	The Entity is a(n):			
	☐ Individual	Partnership	Other (S	pecify)
		☐ Joint Venture		
	If a corporation, indicate all t	that apply:		
	Publicly Held	Privately Held	Subsidia	ırv

	Name	Telephone	Email	Officer	Director	Member	Dordroev
	RAMON J. DE LEON ITURRIAGA	(787) 793-1742	RJDELEON@CUSTOMGR OUPPR.COM		×		С
	RAMON C. DE LEON LIMA	(787) 793-1742	RCDELEON@CUSTOMG ROUPPR.COM	×			
	FERNANDO J. DE LEON ITURRIAGA	(787) 793-1742 RJDELEON@CIOUPPR.COM RCDELEON@CUROUPPR.COM ROUPPR.COM FDELEON@CUROUPPR.COM OUPPR.COM OUPPR.COM ROUPPR.COM OUPPR.COM OUPPR.COM OUPPR.COM Attach to this Statement of Qualification of its Team Members company professor, expertise, and qualifications of the distribution services. Attach to this Statement of Qualification services.	FDELEON@CUSTOMGR OUPPR.COM	×			
- - - - -							
	·						
				<u></u>			ַ
		<u>.</u>					ַ
				<u></u>			
- - -			·	<u> </u>	<u> </u>	<u></u>	_[
2. Ex	perience, Past Performance,	and Record of Inte	egrity:				
2.1.	the Proposers or any of it	rs Team Members e, expertise, and q	company profile ualifications of the		Se	ee To	ab <u>3</u>
2.2.	Organizational Chart: Attact the Organizational Chart fo		nt of Qualifications		Se	e e To	ab <u>4</u>
2.3.	Has the Proposer or any o						

Jaë A

Date?

⋈ No

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due

Yes (See Attachment ____)



3. C	Construction Manager Leve	el Applied For:		' ·
	Level 1 Construction	Manager	🛚 Level 2 (Construction Manager
3.1.	If Level 2 Construction	Manager, indica	ate if repair work	s are to be provided:
	✓ Yes		No	
3.2.	If Level 2 Construction Apperformed (select up to			nunicipalities where work is to be
	Adjuntas	☐ Fajaro	ob	■ Naguabo
	■ Aguada	☐ Floride	a	☐ Naranjito
	Aguadilla Aguadilla	🔲 Guán	ica	□ Orocovis
	Aguas Buenas	☐ Guay	ama	Patillas
	■ Aibonito	☐ Guay	anilla	Peñuelas
	□ Añasco	☐ Guay	nabo	Ponce
	☐ Arecibo	🔀 Gural	00	Quebradillas
	☐ Arroyo	☐ Hatillo	•	■ Rincón
	Barceloneta	☐ Hormi	gueros	🔀 Río Grande
7	■ Barranquitas	☐ Huma	cao	Sabana Grande
	■ Bayamón	☐ Isabel	a	■ Salinas
	Cabo Rojo	□ Jayuy	a	San Germán
	🔀 Caguas	U Juana	ı Díaz	San Juan
	□ Camuy	☐ Junco	S	San Lorenzo
1	Canóvanas	🔲 Lajas		San Sebastián
	□ Carolina	□ Lares		Santa Isabel
	□ Cataño	☐ Las M	arías	□ Toa Alta
1	Cayey	Las Pie	edras	□ Тоа Ваја
	□ Ceiba	Loíza		Trujillo Alto
	☐ Ciales	Luquill	0	■ Utuado
	☐ Cidra	☐ Mana	tí	🛛 Vega Alta
	Coamo	☐ Maric	ao	☐ Vega Baja
	☐ Comerío	☐ Maun	abo	☐ Vieques
	□ Corozal	☐ Maya	güez	□ Villalba
	Culebra	□ Моса		Yabucoa
	Dorado	□ Morov	rie	— Vauce

/LE





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Proposer's IniMals:

Exhibit C - Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repait, Reconstruction, or Relocation Program Construction Managers Page 4 of 9

4. Ongoing Contracts/Projects: (include additional sheets of this table if necessary)

D Client Name	Project Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1 PRADOS DEL RIO II, LLC	54 SINGLE-FAMILY RESIDENCE - NEW CONSTRUCTION IN GUAYNABO, PR	\$6,300,000	36	IN PROGRESS	JANUARY 2020	54 SINGLE-FAMILY RESIDENCES	FRANCISCO SANCHEZ	(787) 436-27149
2 CUSTOM INVESTMENTS	84 MULTI-FAMILY - NEW / REHABILITATION PROJECT IN VEGA ALTA, PR	\$3,600,000	24	SUBSTANTIALLY COMPLETED	JANUARY 2019	84 MULTI-FAMILY RESIDENCES	SERGIO MOSCOSO	(787) 642-7272
3 CARIBBEAN REFRESCOS	PROJECT MANAGEMENT SERVICES & CONSTRUCTION SERVICES - FACILITIES MANAGEMENT	\$278,614.00	6	IN PROGRESS	MARCH 2019	MANUFACTURING FACILITIES RE- CONSTRUCTION & MAINTENANCE	JOSE O. SANTIAGO	(787) 205-1228
4 WALMART	PROJECT MANAGEMENT & INSPECTION SERVICES	\$97,650.00	6	IN PROGRESS	JUNE 2019	STORE REMODELING - CAROLINA, CANOVANAS, PONCE	GIL SOLER	(787) 653-7777
5 FFIPR, LLC	CONSTRUCTION SERVICES - DESIGN-BUILD DISPENSARY / RETAIL FACILITIES	\$157,500.00	2	SUBSTANTIALLY COMLETED	FEBRUARY 2019	COMMERCIAL FACILITIES - CLINICA VERDE, CONDADO	CHRISTOPHER FOSTER	(914) 584-1439
6 HDR PROPERTY GROUP	CONSTRUCTION SERVICES - DESIGN-BUILD - CALL CENTER COMMERCIAL OFFICES	\$410,000,00	4	IN PROGRESS	MAY 2019	COMERCIAL FACILITIES	HECTOR DEL RIO	(787) 922-2996
7 ACEROS DE AMERICA	CONSTRUCTION SERVICES - WAREHOUSE RECONSTRUCTION	\$558,906.81	1	IN PROGRESS	FEBRUARY 2019	INDUSTRIAL FACILITIES	JUAN C. APONTE	(787) 502-3068
8 UNITED SURETY AND INDEMNITY	PROJECT MANAGEMENT SERVICES - MULTI- FAMILY RESIDENTIAL	\$168,000.00	12	IN PROGRESS	FEBRUARY 2020	32 LOW-INCOME MULTI-FAMILY RESIDENCES	RAFAEL BLANES	(787) 273-1818
9 MCCORMACK BARON SALAZAR	INSPECTION SERVICES - JOSE GAUTIER BENITEZ MULTI-FAMILY & ELDERLY RESIDENCES	\$1,543,477,70	24	IN PROGRESS	FEBRUARY 2021	238 MULTI-FAMILY RESIDENCES / 200 ELDERLY HOUSING	Y DANIEL ACOSTA	(314) 335-2968
0 THE MORGAN REED GROUP	CONSTRUCTION SERVICES - MULTI-FAMILY BUILDING REHABILITATION	\$714,411.63	10	STARTS FEBRUARY 2019	DECEMBER 2019	MULTI-FAMILY REHABILITATION - MIRAMAR PLAZA	BRIAN TENENBAUM	(305) 318-9769

Exhibit C – Statement of Qualifications CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 5 of 9





5. Management:

5.1. Key Staff for the Engagement: Provide the following information for all Key Staff for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications	
Senior Project Manager	RAMON J. DETEON	BACHELOR OF SCIENCE IN ENGINEERING	17	(See résumé in Tab <u>5)</u>	
Design Lead	ENRIQUE BLANES	BACHELOR OF SCIENCE IN ENGINEERING	47	(See résumé in Tab <u>5)</u>	
Permitting Lead	ROXANNA LONGORIA	BACHELOR OF SCIENCE IN ENGINEERING	28	(See résumé in Tab <u>5</u>)	
Procurement Lead	LUIS S. ROMERO	BACHELOR OF SCIENCE IN ENGINEERING	11	(See résumé in Tab <u>5</u>)	
Construction Lead	RICARDO GUZMAN	BACHELOR OF SCIENCE IN ENGINEERING	16	(See résumé in Tab. <u>5)</u>	
Occupational Safety Lead	GARY PIZARRO	BS IN HEALTH AND INDUSTRIAL SAFETY	13	(See résumé in Tab <u>5</u>)	
Quality Control Lead	FERNANDO J. DE LEON	BACHELOR OF SCIENCE IN ENGINEERING	10	(See résumé in Tab <u>5)</u>	



6. References:

6.1. Design References: Provide at least two (2) separate references and contact information of past or current clients.

Name	Email	Phone Number	Relation
ANTONIO GARATE	AGARATE@ALDIVI.CO M	(787) 754-1381	TEAM MEMBER'S CLIENT - EBP DESIGN
JORGE GUERRERO	JGUERRERO@CREATIV EDEVELOP.COM	(787) 283 -6 969	TEAM MEMBER'S CLIENT - EBP DESIGN

6.2. Construction References: Provide at least three (3) separate references and contact information of past or current clients.

Name	Email	Phone Number	Relation
SERGIO MOSCOSO	SERGIOM7272@YAHO O.COM	(787) 642-7272	CLIENT - CUSTOM HOMES, INC.
RAMFIS PEREZ	LUCHACONTRAELSIDA @GMAIL.COM	(787) 640-5563	TEAM MEMBER'S CLIENT - PRIMECO
EUGENIO ALEMAÑY	EALEMANY.TEKNICA@ GMAIL.COM	(787) 486-2030	TEAM MEMBER'S CLIENT - PRIMECO
HECTOR DEL RIO	HECTOR@HDRPROPER TY.COM	(787) 922-2996	CLIENT - CUSTOM HOMES, INC,
FERNANDO FERNANDEZ	FERNANDO@DPDPR.C OM	(787) 636-9514	TEAM MEMBER'S CLIENT - PRIMECO







7. Acknowledgement of Addenda:

1.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued
1	11/30/2018	5	12/11/2018
2	12/3/2018	6	12/14/2018
3	12/6/2018	7	12/21/2018
.4	12/10/2018	8/9	1/4/2019 / 1/11/2019

8. Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 21 day of JANUARY, 2019.

/If/Entity is an individual:

(Signature of In	dividuol)	
(Printed Name	of Individual)	
(Address Line 1	i	
(Address Line 2)	
(City)	(State)	(Zip Code)



If Entity is a sole partnership or operates under a trade name:

	(Printed Name of Firm)
Ву:	
	(Authorized Representative's Signature)
	(Déabadh)
	(Printed Name of Authorized Representative)
	(Address Line 1)
	(Address Line 2)
	(City) (State) (Zip Code)
	•
	·
	(Printed Name of Partnership or Joint Venture)
By:	(Signature of General Partner)
	(signature of General Panner)
-	(Printed Name of General Partner)
•	(Address Line 1)
-	(Address Line 2)
	· · · · · · · · · · · · · · · · · · ·
	(City) (State) (Zip Code)

Proposer's Initials:

If Entity is a corporation:

CUSTOM HOMES, INC. (Printed Name of Corporation)

CAPARRA OFFICE CENTER

(Corporate Address Line 1)

22 AVE. GONZALEZ GIUSTI, SUITE 220

(Corporate Address Line 2)

GUAYNABO

ADM HOV

00968

(Zip Code)

(Signature of Officer)

RAMON J. DE LEON ITURRIAGA

(Printed Name of Officer)

PRESIDENT

(Title of Officer)

Affest:

FERNANDO SI

[CORPORA]

PUERTO RIGIO

(Jurisdiction of Incorporation)



Caparra Office Center Ave. González Giusti C-22, Suite 220 Guaynabo, PR 00966 Tel. (787) 793-1742 Fax. (787) 273-7213

R3 PROGRAM - CDBG-DR-RFP-2018-09 **TEAM MEMBERS GENERAL INFORMATION**

Dronger	· · · · · · · · · · · · · · · · · · ·
Proposer Name: Contact: Telephone: E-mail: Address:	Ramón J. de León (787) 793-1742 <u>rideleon@customgrouppr.com</u>
Team Member Design Name: Contact: Telephone: E-mail: Address:	Enrique Blanes (787) 268-0550 ebpdesign@prtc.net
Team Member Construction Name: Contact: Telephone: E-mail: Address:	Primeco Builders, Inc. Armando Chirino (787) 644-5810 chiri6@aol.com MSC 213 Ave. Winston Churchhill #138 San Juan, PR 00926
Team Member Mitigation Name: Contact: Telephone: E-mail: Address:	(787) 690-9052



An Stit



Oustom G R O U P

DEVELOPERS | GENERAL CONTRACTORS | PROJECT MANAGERS

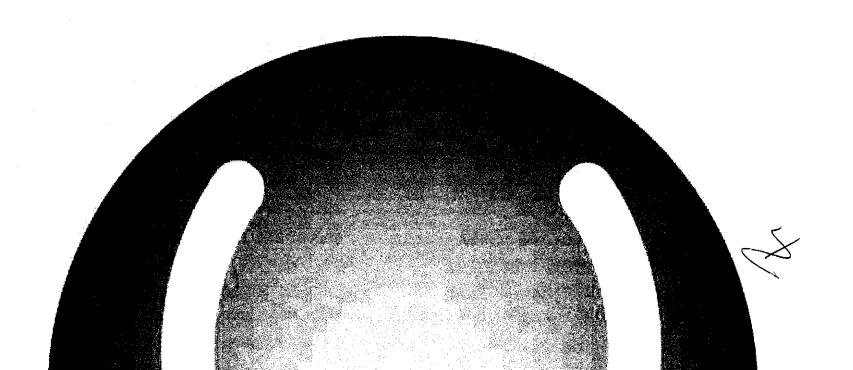
DC

DIC ENGINEERS SERVICES, PSC

Inspection & Construction Management Services

ENGINEERED DELIVERY SOLUTIONS

PUERTO RICO I USA





General Overview

Custom is a full-service project management and general contracting firm that serves both the residential and commercial industry sectors. Our comprehensive value-added services create an environment that minimizes risk and maximizes returns for our customers, allowing projects to be delivered on time and on budget.

Founded in 1984, Custom has built a solid reputation for market excellence, drawing on a rich history of quality, stability and innovative leadership in the construction industry over the years. It is this heritage that allows us to possess the strong financial credentials and stability to build long-term partnerships with our customers while offering a full range of diversified construction services.

Our management team of engineers boasts ample experience in the construction industry and has a reputation for providing only the highest quality services to consumers, developers, and banks. These services are:

Project Management & Inspection Services

General Contractors

Work-Out Projects & Special Loan Services

Feasibility Studies & Progress Evaluation Services

Bank Inspection Services

Real Estate Sales

Our Values

We are an organization whose mission is to provide efficient solutions to our customers' challenges, always being driven by our core values:

Strength. We are a solid partner for our customers based on the integrity and competency of our people, our decades of experience, and our track record for delivering results.

Quality. We expect nothing less than constant success in maintaining all our ventures within budget, schedule and high quality standards for the life of the project.

Performance. We demand excellence, deliver on our promises and continuously search for new and better ways to provide the best solutions for our customers.

Passion. We care about and we are personally committed to everything we do, especially our people, our customers and their success.

Innovation. We thrive to provide economical and efficient solution to our clients' challenges.

Commitment. We take ownership of the issues and understand our responsibility and commitment to our clients, always promoting transparency, accountability and discipline in our daily operations.







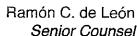
Organizational Structure and Key Personnel

"Our internal organizational structure allows accurate review of the project's progress and projections based not only from the construction standpoint, but also from the project management, inspection, budgeting, permitting and sales perspectives. Rigorous quality control measures have been implemented on all of our ventures, since all are constantly analyzed by our specialized personnel according to their multiple areas of expertise."

Ramón J. de León Executive Director Ramón J. de León acquired his Bachelor of Science in Engineering form the University of Pennsylvania in 2001. His engineering degree with a concentration in finance and economics provides technical support through a highly structured analysis that directly translates into operational efficiencies during the development, management and construction processes. Currently, Ramón J. de León as Executive Director manages corporate direction and strategy at Custom, facilitating company activities in consulting, sales, marketing, alliances and channels, and support. Since joining Custom, Ramon J. de Leon has worked to share Custom's resources, vision and tools with customers, partners, shareholders and investors. Ramon J. currently maintains his professional engineer certification in civil engineering by the College of Engineers and Surveyors of Puerto Rico (*CIAPR) and the Florida Board of Professional Engineers (FBPE), and his Project Management Professional (PMP) certification by the Project Management Institute.

John E

Fernando J. de León Director Fernando J. de León acquired his Bachelor in Engineering at Villanova University. As a certified professional civil engineer with extensive field experience, Fernando provides Custom a strong advantage with innovative construction techniques. His areas of expertise include highway construction, site and field operations management and inspection services. Fernando currently holds his certifications as an engineer by the College of Engineers and Surveyors of Puerto Rico (CIAPR) and the American Concrete Institute (ACI).



Ramón C. Leon acquired his Bachelor of Engineering at the Georgia Institute of Technology (Georgia Tech) and has since more than forty years in the construction industry. Even in the highly competitive market conditions in the construction industry in Puerto Rico, Mr. de Leon is the manager of several of the most successful projects in the island, including one with an award for Best Resort Type Resort of the year by the National Home Builders Association. His areas of expertise include planning, budgeting and execution of the multiple stages of the construction process. Ramón C. currently holds his certification as an engineer by the College of Engineers and Surveyors of Puerto Rico (CIAPR).





Ricardo Guzmán Senior Project Manager Ricardo graduated with honors from the University of Puerto Rico at Mayaguez in 2003, gaining a Bachelor of Science in Engineering with a Masters degree in structural engineering. His engineering degree combined with extensive experience in the construction industry offers our Group the necessary tools to manage and successfully complete construction projects. Ricardo is the principal project engineer for commercial and residential construction projects, and maintains his professional engineer certification in civil engineering by the College of Engineers and Surveyors of Puerto Rico (CIAPR).

Francisco Sánchez
Chief of Construction

Francisco provides our group with his vast experience in site work, and residential and commercial construction with additional specialized training in prefabricated concrete and metal structural elements. Currently Francisco is the Chief of Construction for Custom Homes, Inc. in charge of all the field operations within the Company, including personnel management and relationship with suppliers. Mr. Sánchez holds an engineering degree from the "Instituto Technológico de Santo Domingo" in the Dominican Republic and a masters degree in construction administration; he is also a member of the "Colegio de Ingenieros, Arquitectos y Agrimensores" from Dominican Republic (CODIA).

Reinaldo Cruz-Taura

Quality Assurance

Cruz Taura acquired a Bachelor of Science in Engineering from the University of Florida, and since 1989 has been the Director in charge of providing real estate inspection services to financial institutions at our group. His expertise as a professional engineer (PE) provides added-value to our certified inspection reports. Cruz Taura has been certified as a Licensed Professional Engineer by the San Juan Engineering and Surveying State Board.

Certifications & Memberships





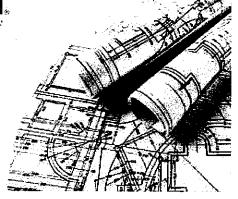
- · Minority Business Enterprise Certified NMSDC
- · Goldman Sachs 10,000 Small Businesses Initiative Certified
- Florida Board of Professional Engineers (FBPE)
- Puerto Rico College of Engineers & Surveyors (CIAPR)
- · Project Management Institute Member













I. Project Management and Inspection Services

Custom Group is a leader in providing value-added construction services to our customers by creating successful partnerships with them throughout the construction process. Our commitment is to provide cost-efficient services that complements our Clients' operations by providing the necessary tools, resources and knowledge that will guarantee an on-time/on-budget/on-quality delivery of their projects so that they can concentrate on their core business and accelerate the return on their investments.



Our Process

Custom's process is based on the PMBOK® Guide, a subset of the Project Management Body of Knowledge that is generally recognized as good practice. The process accounts for ten Knowledge Areas with defined processes that guarantees a successful project delivery, all delivered by our certified Project Management Professionals (PMPs).

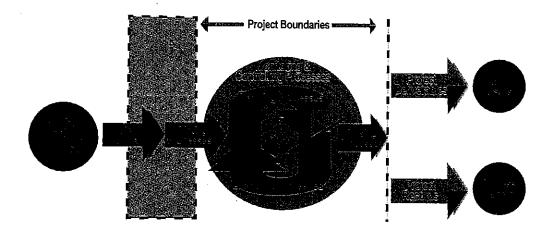
- Integration Management
- Scope Management
- Time Management
- Cost Management
- Quality Management



- Human Resources Management
- Communications Management
- Risk Management
- Procurement Management
- Stakeholder Management









Custom offers its clients a *centralized organizational structure capable of coordinating,* monitoring and contracting all areas of your construction project based on our clients' needs. Our structure allows us to effectively function as a Project Manager (PM) that shall serve as the Owner's principal agent in providing a serious of specialized services throughout a the (3) phase system defined as follows:



Phase I: Pre Construction / Site Selection / Design Phase

Site Selection & Acquisition

RFP Preparation

Bid Opening and Recommendations Construction Management Plan Project and Construction Budget Preliminary Budget Analysis

Progress Meetings

Review of Design Documents

Cost Control

Value Engineering Studies
Design Phase Change Report

Coordination of Approvals by Regulatory Agencies

Financing Packages Preparation

Reporting

Phase II: Contractor Bidding and Awarding

Bidders Interest Campaign Notices and Advertisements Delivery of Bid Documents Pre-Bid Conference Information to Bidders Addenda Bid Opening and

Recommendations

Bid Analysis

Construction Contracts







Phase III: Construction and Close-Out

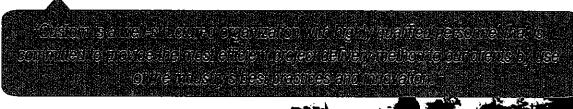
Custom provides an experienced qualified personnel to coordinate and monitor the daily construction activities, procurement procedures, quality controls, scheduling and personnel performance. Our comprehensive reporting structure renders the Owner daily reports, inspection documents and certifications related to the contracted construction project, while providing our clients with a centralized office for all administrative procedures.

The tasks performed by our Construction Managers (CM) ensure the due progress and proper execution of the project in terms of the Contract Documents, Design Specifications and Owner's Requirements

Custom's ongoing Monitoring & Controlling Processes allows us to efficiently identify any potential deviation from the Project Management Plan, including changes in scope, time, quality and/or costs, and report our recommendations to our Customer for immediate implementation

Technology – Custom's provide access to our online Collaboration Tools that allows an active and visual participation of multiple Stakeholders during project execution

What Drives Us



- · Industry Leaders
- Added Value Services that Solves Problems
- · Well Organized and Solid Corporate Structure
 - Highly Qualified and Trained Personnel
- Process Driven and Systematic Service Delivery
 - Up to Date Technology
 - Transparency
 - · Focused on Innovation
 - · Do-ers Attitude







Our Most Valuable Asset: The People

People are our most valuable asset as Custom is a service company that strives to deliver its clients' projects according to the industry's best practices to ensure the success of all their projects. Establishing processes helps guarantee efficiencies and quality on key aspects of our organization from managing human resources to finance and operations.

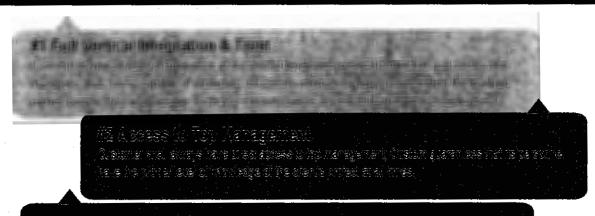
Custom offers a team of experienced engineers with multiple disciplines such as civil, electrical, structural amongst others that provide our Customers a solid knowledge base that guarantees a successful delivery of their projects.

Our Market Segments

- · Private Equity Investors
- · Financial Institutions
- Manufacturing
- Hospitality

- Residential
- Big Box Retailers
- · Infrastructure
- Commercial

How We Provide Value to Our Customers



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#5 Quality of Service

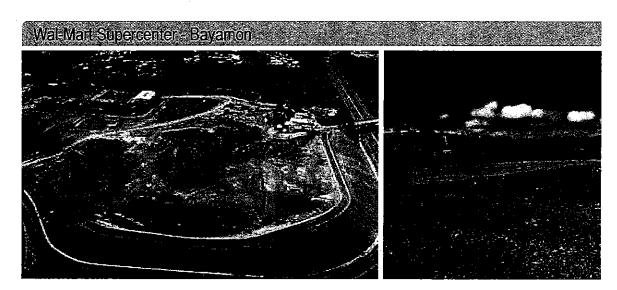
Custom strives to provide the best quality of service by utilizing our streamlined process that fully adapts to our Customer's needs, always considering the best accepted practices as recognized by the Project Management Institute





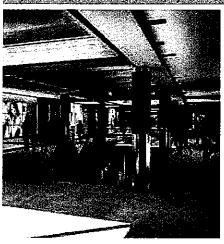


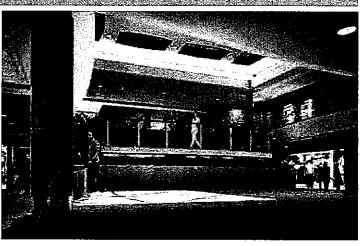
Experience: Construction Management and Inspections



Location: Bayamón, PR Status: In Process New Wal-Mart facilities consisting of approximately 139,000 sf of construction on a 30 CDS lot located at the new Rexville commercial development in Bayamón. Custom is currently assisting Wal-Mart by providing inspection services for the site improvements and building construction.

San Patricio Plaza - Guaynabo



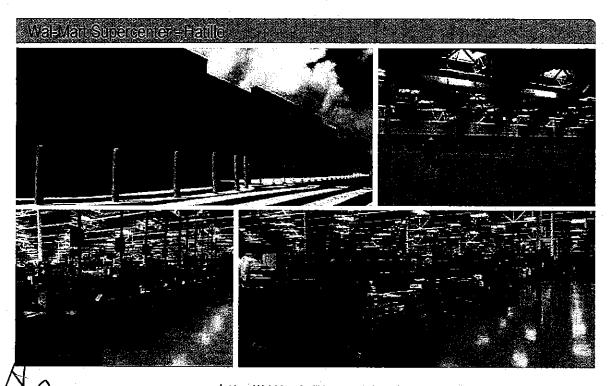


Location: Guaynabo, PR Status: In Process Construction management and inspection services for the renovation of the ground and lower level common areas of San Patricio Plaza located in Guaynabo, PR to provide the property with a fresh-new look, while improving its functionality. Custom assists the Client by managing the daily construction operations to guarantee an on-time & on-budget delivery in compliance with our high-quality standards.

Di José



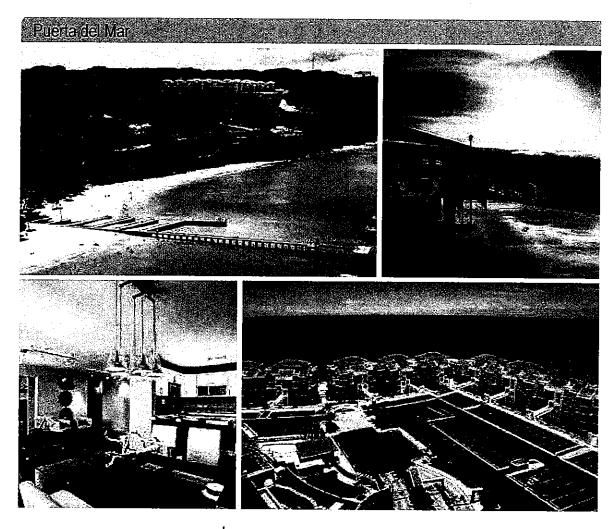
Location: Caguas, PR Status: Completed November 2016 Remodeling of Walmart's existing facilities of approximately 190,000 sf located in Caguas, PR. Custom functions as the designated Resident Inspector for the site improvements and building construction to be performed "live" during the store's normal operating hours.



Eccation: Hatillo, PR Status: Completed September 2015

New Wal-Mart facilities consisting of approximately 154,000 sf of construction on a 39 CDS lot located at the new Plaza del Mar commercial development in Hatillo. Custom is currently assisting Wal-Mart by providing inspection services for the site improvements and building construction.





Location: Aguadilla, PR Status: Active CM for the construction of 160 residential apartments distributed throughout sixteen (16) mid-rise buildings in the Crash Boat area. Contracted services include all three phases of our construction management structure from the pre-construction and design phase to the construction and close-out phase. Project was awarded "Best Resort Type Residential Project" by the NHBA due to its design, construction quality, sales, interim loan compliance and effective management.

José E





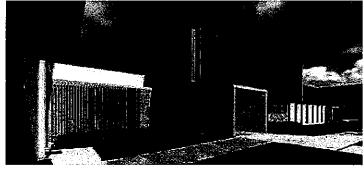
Group M/Puerto/Rico





Location: Guaynabo, PR Status: Completed April 2016 Construction management and inspection services for the new corporate offices of Group M featuring a modern workplace inspired by the local environment. Services include design review, bidding and awarding, construction and close-out activities for the interior finishes construction of an existing area of approximately 7,000 sf.

South American Restaurants Main Office





Location: Guaynabo, PR Status: Completed January 2015 Complete remodeling of the old Pfizer offices for the construction of the new SARCO 25,000+ sf main offices. Custom provided its construction management and inspections services from the design until construction and close-out phases. Recognized at the XXIV PREMIOS OBRAS CEMEX 2015.

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El Legado Golf Resort



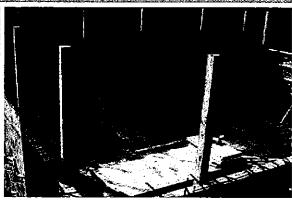


Location: Guayama, PR Status: Completed June 2012

CM for the re-habilitation activities necessary for the sales and delivery of the unsold units at El Legado Golf Resort. The project is part of a master planned residential community consisting of 184 multi-family villas on the current Phase I. As managers, Custom supervised and coordinated all the construction related activities through our experienced team to ensure the highest quality for our Client. Custom assisted the Owner in the coordination of all the development stages from contruction until final unit delivery.

La Trinidad Elderly





Location: Ponce, PR Status: Completed December 2011 CM for the rehabilitation of 130 multi-family residential units distributed throughout a 15 stories high-rise tower overlooking the town center of Ponce. Funds for the construction activities were awarded by the Puerto Rico Housing Finance Authority (PRHFA) for which Development Concepts provided the necessary controls, documentation, coordination and supervision for the achieved on-time delivery.

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A.E.



Mansiones de Juncos





Location: Juncos, PR Status: Completed July 2009 CM for the construction of 89 single-family residential units in Juncos. Contracted services include all three phases of our construction management structure from the pre-construction and design phase to the construction and close-out phase.

The Alexander Condominium







Location: Condado, PR Status: Completed September 2006 CM for the construction of 26 residential apartments on a high-rise building located in Condado, Puerto Rico. Contracted services include all three phases of our construction management structure from the pre-construction and design phase to the construction and close-out phase. Project earned the highest recognition by the financial institution that provided the interim loan due its timely completion, and compliance with all financial and contracted construction documents.

Winer Projects

• IL Villaggio • Cond. Portofino • L 'Hermitage • Park Royal













II. General Contractors

Custom has a long history of providing private and public market developers of residential, commercial and industrial sectors with general construction services.

At Custom we believe success ultimately depends on the ability to effectively execute and deliver our projects fully aligned with client's expectations, needs and requirements. We approach every project from the client's perspective in order to deliver services that are inspired, systematic and reliable. Custom's expertise as developers, general contractors and project managers allows us to effectively detect any red flags ahead of time and immediately mitigate these risks by responding to issues that may affect time, cost, quality and scope.

Capabilities:

Our capabilities include all aspects of General Contractors and Construction Management. In performance of contracts, Custom provides qualified, licensed and skilled professionals in each area of construction that will be required for success of all our Customers' construction endeavors.

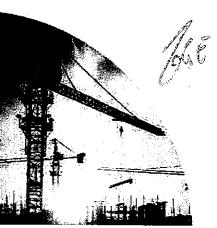
- · Prime Contractor
- Self-performance Capabilities
- Over 33 years of Experience
- Construction/project Management
- Program Management
- · Internal Certified OSHA Personnel
- Workout Construction and Renovation Experience
- Design Build Capabilities

Solution Services:

Our solutions have been engineered to deliver specialized services thru our experienced qualified personnel, tools and resources by engaging the following value added activities:

- Coordinate and Monitor the Daily Construction Activities
- Procurement Procedures
- · Quality Controls & Assurance
- Scheduling
- · Personnel Performance
- · Owner Daily Reports
- Inspection Documents and Certifications
- Centralized Office for all Administrative Procedures,







Industry Sectors













RESIDENTIAL

MANUFACTURING

COMMERCIAL

PHARMACEUTICAL

& DISTRIBUTION

HOSPITALITY

Safety First

Custom provides a safe environment for all employees, subcontractors and the general public in full compliance with OSHA standards in addition to implementing a full safety plan tailored to our customer's EH&S requirements.

People

Our strongest competitive advantage is our team of professionals. They provide technical expertise and knowledge to achieve all of our client's ventures regardless of their complexity and intricacy. Custom's specialized teams of project managers, field superintendents and technical professional in engineering, estimating and procurement deliver a wide range of project types while mitigating the associated risks.

Financial Information

When project owners select to partner with Custom, they can be assured that they are working with a well-financed organization that possesses strong financial credentials and healthy bonding capacities to facilitate their specific needs.

We are always looking for better ways of doing business, achieving leadership in our markets through meeting or exceeding the expectations of our employees, customers and communities.

Affiliations

We are members of General Contractors Association PR Chapter, where our employees have the opportunity to contribute to the issues facing our industry and development of professional standards.

All our engineering professionals are properly certified by the Puerto Rico Engineering and Surveyors Board (CIAPR).



ASOCIACIÓN DE CONSTRUCTORES DE PUERTO RICO



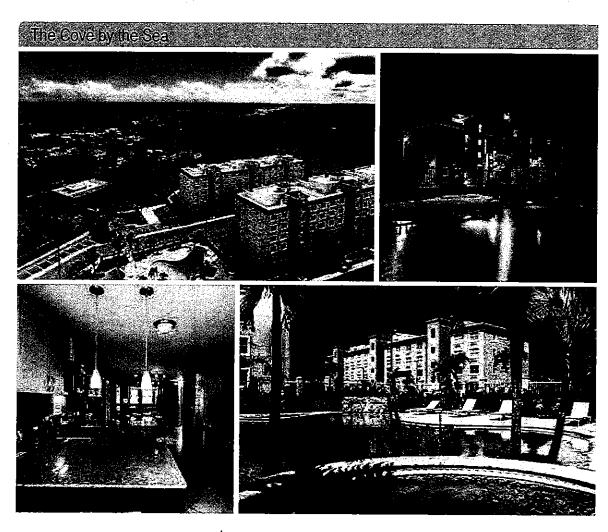








Most Recent Projects



Location: Vega Alta, PR Status: In Process Cove by the Sea is a multi-family community located in the Dorado area. This contemporary Mediterranean style project consists of 84 units, each with over 1,300 sq. ft. of living space that includes a spacious modern kitchen, living and family rooms, a dining area, 3 bedrooms and 2 baths, plus a gracious balcony to spend relaxing afternoons and watch fantastic sunsets.



POLE



Paderas de Guavitabo





Location: Guaynabo, PR Status: In Process Praderas en Guaynabo is a single-family Community composed of 54 intimate "TownHome" residences in the heart of Guaynabo. The Residences feature over 1,900 sf of construction area that includes 3 bedrooms, 2.5 bathrooms, a spacious modern kitchen, living room, family room, dining room and a double carport. Community offers its residents controlled access, swimming pool, basketball area plus a beautiful club house with covered terrace for their enjoyment.

Magdalena Mali



Location: San Juan, PR Status: Completed July 2016 The project involves the construction of 4,247 square feet of retail space along with an attached two-level parking structure for 33 vehicles. This highend luxury strip mall has a strategic location in the heart of the Condado tourist-hotel area.

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Cond. Paseo Esmeralda





Location: Fajardo, PR Status: Completed May 2013 General contractor for the rehabilitation, repairs and finishes of forty-two (42) remaining multi-family residences along with several general improvements to the Community. At Paseo Esmeralda Custom provides its comprehensive construction services that guarantee our Client as well as the potential Buyers a completed new residence up to highest standards.

Smallwood Brothers Building





Location: Arecibo, PR Status: Completed June 2013

General contractor for the interior construction of the new 20,000 sf offices facilities for the Puerto Rico Treasury Department Regional Offices in Arecibo. Construction was completed right on schedule per the original CPM schedule requested by the Client with partial deliveries tailored to the tenant's needs.

De Diego Building





Location: San Juan, PR Status: Completed April 2012 General contractor for the interior construction of the new 50,000 sf offices facilities for the Housing Department of the Municipality of San Juan. Completion was successfully achieved in 120 days as per the original CPM schedule requested by the Client with partial floor deliveries tailored to the user's needs.

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Workout Projects

The Views at Palmas del Mar



Location: Humacao, PR Status: Completed April 2015

Rehabilitation and construction of single-family luxury residences at different stages of construction within the Palmas del Mar master planned community. Custom performed the necessary pending construction activities after the original contractor to successfully deliver a finished and properly certified unit to the prospective buyers.

Olympic Court



Location: Las Piedras, PR Status: Completed May 2013

The project consists of the repair of thirteen (13) remaining single-family residences that reflected time-deterioration and vandalism due to the current market condition on the island. Custom provides our Client with a full rehabilitation program that guarantees a trouble free environment to the prospective buyers according to the new housing standards.

Ellegado GolfiReson



Location: Guayama, PR Status: Completed June 2012

The project consisted of the repair of seventy-six (76) remaining multi-family villas that reflected time-deterioration and vandalism due to the current market condition on the island. As part of our commitment with our Client, Custom actively participated with the existing HOA to restore the Community to true Resort standards it was designed for. Custom also provided its full rehabilitation program that guaranteed a trouble free environment to the new buyers.

୬ ବର୍ଷ Belia



Location: Humacao, PR

Status: Completed October 2009

General Contractor for the construction of 40 residential houses at different stages of construction with average sale price of \$250,000.

Porto Bello



Location: Toa Alta, PR

Status: Completed November 2005

General Contractor for the construction of 36 residential houses with average sale price of \$225,000. Scope of work also included sanitary & storm sewer, water distribution, water pump station, and electrical distribution systems; concrete curb and gutters; sidewalks; and asphalt pavement.



Health Department - UPR - Río Piedras, Puerto Rico (2008)

Subcontractor for the civil engineering site work (earthwork, street asphalt, sidewalks, concrete curbs, prefabricated concrete wall installations, etc.)

Public School Remodeling - Rio Grande & Luquillo, Puerto Rico (2010)

Comfort Systems USA Puerto Rico subcontract for the remodeling of Public Schools to perform site works, structural steel installations, construction of basketball court, building painting and final grading.

Park View Residential Project - Guaynabo, Puerto Rico (2001)

General Contractor for the construction of a multi-family mid-rise consisting of the related site work and ten (10) residential apartments with an average sale price of \$350,000 per unit. Site scope includes soil reinforcement with concrete pile driving, earthwork and all related activities.

III. Feasibility Studies & Progress Evaluation Services

Scope

Our project evaluation services are designed to effectively identify all the necessary elements to properly asses the project's performance from a real estate developer's standpoint. Thus, a successful project evaluation must consider the economic impact or value of specialized areas such as permit compliance, contract management, construction management, construction direct and indirect cost assessments, building administration, and sales & marketing.

Structured Analysis

Our data collection and evaluation procedures are highly structured in order to provide only the most thorough assessment of the project's performance. Data collection is executed on several stages, the first being mostly of the project's documents from the financial institution and client. These documents include permits, engineering studies, financial data, contractual agreements, construction drawings, breakdown for payments and loan status indicators. The second stage validates the compiled data through a field visit, which allows our team to perform a detailed inventory report of all the construction activities performed. Data analysis follows by organizing the collected data on our specialized templates to properly gauge the economic health of the construction process. Prior to the final reporting stage, all the information must be compared to our benchmark data in order to flag any deviation from the industry's economic costs and progress schedule.

Added Value

Even during these current harsh economic cycles, our group has managed and developed several successful projects, including a recent award by the National Home Builders' Association (NHBA) for Best Resort Type Residential Project (160 apartment units / \$27,000,000). We are able to provide your institution with a thorough evaluation beyond a typical engineering report due to our development expertise. The project management skills we have developed will grasp all the details necessary to execute a successful construction project. A regular scheduled analysis not only will allow your group to successfully mitigate any construction risk, but to receive constant and detailed knowledge of the project by an objective professional. Please refer to our attached references and curriculum vitae.





IV. Institutional Services

The Institutional Inspection service line provides the highest quality services to residential/commercial/industrial development projects strategically designed to complement your institutional investments and banking operations. Our specialized personnel go beyond the approval of the Owners and Contractors' Certificate for Payment, by performing recurring evaluations that require personal site visits, interviews with Contractors and/or Owner's Representatives, technical project documentation reviews, construction regulations compliance validations and ongoing progress evaluations. All inspection evaluations are properly documented with a site visit and progress report, which includes the necessary quality control measures, monitoring efforts, benchmarks and compliance verification.

Initial Evaluation Report / Plan & Cost Review

The initial project evaluation consists on performing a comprehensive analysis and validation of all the documentation required to commence a construction project. Our comprehensive reports provide experienced evaluations of permits, studies, budget structures, construction documents, contracts and insurance requirements in order to ensure compliance with government and bank regulations, while providing your team with the necessary tools to achieve an efficient decision-making process. Our background as real estate developers, project managers and general contractors allows us to properly identify, asses, minimize and control many of the industry related risk factors associated with any residential/commercial/industrial developments prior to commencement.

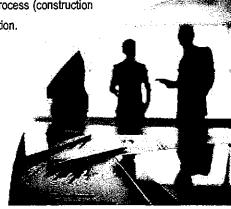
Site Visits & Progress Reports

Project visits are scheduled on an ongoing basis based on our clients' needs in order to provide a visual examination of the requests for disbursement submitted for the specified period. Owner will send an approved original certification to the Bank, which will provide a digital copy to our offices to accelerate the process.

Site visits must be scheduled with an authorized owner representative/resident inspector, who must be currently active with the project's daily operations. This representative must be present at the time of inspection in order to discuss the project's current status and assist during the required site visit.

Our personnel will inquire about all the information necessary to reduce the client's exposure to the risks of the industry. The technical project documentation review includes: permit status, endorsement letters, project safety, contractual agreements, delivery schedules, budget deviations, concrete logs, compaction logs, review as-built plan, meetings minutes, daily inspection reports, CPM schedule, contractor and sub-contractor's payrolls, payroll certification, RFI logs, submittals logs, monthly inspection reports, AEE reports, Plan CES report, change orders and process (construction sequences) analysis. Our report will trigger an alert from any anomaly not beneficial to your institution.







Comprehensive reports have been carefully designed to allow your and/or executives to easily grasp in a short time period the overall status and key indicators of the referenced construction project. Thus, our report structure is presented by using the following six (6) main categories: Summary, Status & Progress Report, Current Request for Payment, Budget Analysis & Projections, Regulatory Compliance, and Recommendations & Conclusions These categories are further sub-divided, but not limited, to include completion timeframe's, current contractors' activities, permit status, sales and delivery information, and several key financial indicators related to the construction industry.

Quality Control and Quality Assurance (QC/QA)

Our Quality Management process is concerned with all the activities of your organization that determine quality policies, objectives, and responsibilities so that the project will satisfy the needs for which it was undertaken. Custom strives to provide our Clients with the best management practices, resources and tools to ensure success of all their ventures from the planning to the control stages.

Fund Management

At Custom we believe in the importance that our Client's achieve full compliance with Federal and Local regulations for them to increase their capacity, gain access and manage the available funds to advance their goals, and foster our Community's economic and social development through our following services:

- · Grant Oversight and Program Management
- Action Plans & Implementation
- · Data Management & Reporting Services

Innovation & Technology

Custom offers our Clients the option of cloud-based innovative collaboration tools that enables your team to readily access inspection related data available through their mobile or desktop devices. Just log-in to experience full access to the inspection reports, supporting documents, and photographical library amongst many others features





State and Federal - Regulatory Compliance & Validation Services

Custom's evaluation process is designed to efficiently monitor the Lender's requirements with regards to the corresponding regulations for projects that receive State and Federal funding, such as special financing, grants and/or tax credits.

These regulations may include the following:

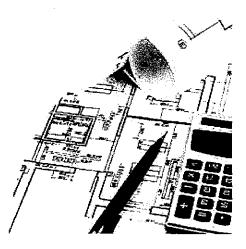
- NEPA & Related Laws
- Davis Bacon Act/Labor Laws Compliance
- · Section 504 of Rehabilitation Act of 1973
- Uniform Federal Accessibility Standards (UFAS)
 - Section 3 of the Housing and Urban Development Act of 1968

- Lead-Based Paint Hazard Control
- Title VI of the Civil Rights Act of 1964
 - Age Discrimination Act of 1975
- · Affirmatively Furthering Fair Housing
- HOME Program Property Standards
- Construction and Rehabilitation Standards, including:
- International Building Code 2009
- National Building Code (N.B.C.)
- Standard Building Code (S.B.C.)
- Uniform Plumbing Code (U.P.C.)
- National Electrical Code (N.E.C)
- · Uniform Mechanical Code (U.M.C.)
- Live Safety Codes (L.S.C.)
- · Código de Construcción de la Junta de Planificación (#7)
- Reglamento Conjunto de Permisos para Obras de Construcción y Usos de Terrenos, 29-oct-10, Cap. 18, Págs. 376 - 387, Proyectos Residenciales de Interés Social
- · Housing and Equal Opportunity and Design Manual
- Equal Opportunity Employment
- Housing Quality Standards
- Contract Work Hours and Safety Standards Act as amended (40 USC 327-333)

- · Copeland (Anti-Kickback) Act (40 USC 276c)
- Fair Labor Standards Act of 1938 as amended (29 USC 201 et. Seq.)
- · Lead Based Paint (Rehabilitation Pre 1978)
- Title II of American with Disabilities Act (ADA)
- Energy Conservation Code (Issued International Code Council) (Only New Construction)
- Executive Order 11246 Equal Employment Opportunity
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Drug Free Workplace Act of 1988
- Executive Orders 11063 and 12259 Equal Opportunity in Housing and Implementing Regulations at 24 CFR Part 107
- Uniform Relocation Assistance and Real Property
 Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and the Implementing Regulations at 49 CFR Part 24









Institutional Clients













Fair Housing Act / Federal Accessibility Standards / Federal Compliance Projects

Aires del Manantial (E) Balseiro Elderly (E) Ciudad lumen (E) Galería Urbana Hacienda El Jibarito (E)

Lucero del Alba Palacio Dorado Paseo Samaritano Paza Águila Plaza Apartments (E)

(E) denotes Elderly Housing facilities

Valentina 1 y II Viewpoint at Domenech Viewpoint at Roosevelt Vista del Boulevard

Recent Bank Inspections

Custom has successfully rendered its construction services to the leading financial institutions in Puerto Rico over the past 15 years. Our institutional client list includes: Scotiabank of Puerto Rico, Puerto Rico Housing Finance Authority (AFV), Banesco USA, Banco Popular and Banco Santander de PR.







V. Work-Out Projects & Special Loan Services

Due to confidentiality agreements and other proprietary information, details regarding our many previous work-out or special loans related engagements may be provided on a case by case basis in order to protect our clients. Additional common services are the following:

Assistance to Developer and Bank during the loan re-structuring negotiation process

Cost evaluations, budget projections, deviation analyses and inspection services

Project management support to Developer

Establishment of stringent monitoring controls and procedures during the construction process to successfully reduce the Bank's risk exposure

Weekly site visits and meetings with the Developer, Contractors and Consultants

Comprehensive reports detailing all monitoring efforts, financial benchmarks and progress

Successful Bank representation in cases where the Payment & Performance Bond has been executed due to Contract non-compliance.

VI. Real Estate Sales

Custom Real Estate Brokers, Inc. is a licensed subsidiary of Custom Homes, Inc dedicated to the sales & marketing of real estate properties in Puerto Rico.

VII. Notable Clients

Custom enjoys of strong financial relationships with several industry leaders in Puerto Rico, not only providing them with General Contractor services, but also project management and consulting services. Several recent clients are as follows:

Banco Popular de Puerto Rico

BP El Legado SPV, LLC

Caparra Center Associates

Caribbean Refrescos, Inc. (Coca-Cola)

Comfort Systems USA

Custom Investments, LLC

Fernando Redondo & Asociados

GC Lion - Fajardo, LLC

GroupM WPP

Inmobiliaria Mariana

Magdalena 1104, Inc.

MORP Development, Corp.

Trilito, Inc.

Park Royal Development, Corp.

Puerto Rico Financing Authority

San Patricio Plaza

Sea Star Line

Scotiabank of Puerto Rico

Smallwood Brothers

University of Puerto Rico

Wal-Mart





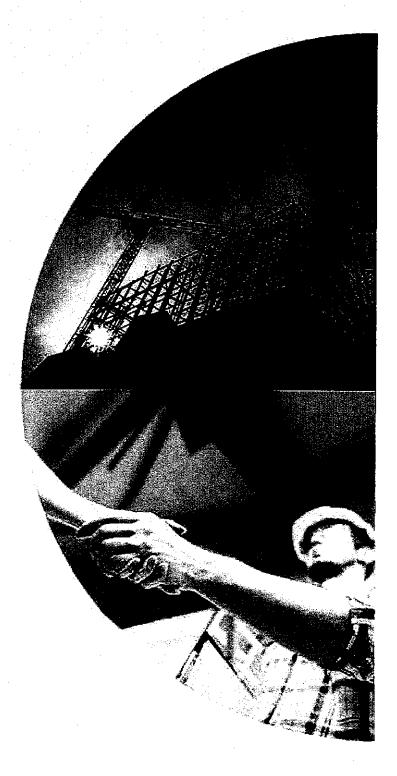


Tel (787) 793-1742 Email info@customgrouppr.com

Locations Main Office:

Caparra Office Center 22 Ave. González Giusti Ste. 220 Guaynabo, PR 00968

Miami, FL





Construction Management Scope of Services

Custom Homes, Inc. offers its clients a centralized organizational structure capable of coordinating, monitoring and contracting all areas of your construction project based on our clients' needs. Our structure allows us to effectively function as a Project Managers (PM) that shall serve as the Owner's principal agent in providing a serious of specialized services throughout a the (3) phase system defined as follows:

- Phase I Pre Construction/Site Selection/Design Phase
- · Phase II Contractor(s) Bidding and Awarding Phase
- Phase III Construction and Close-out Phase

Phase I: Pre Construction / Site Selection / Design Phase

- Site Selection & Acquisition. Assist Owner in developing and implementing the site selection process. Provide counsel and oversee all acquisition procedures for land purchases, including procurement and revision of Option Contracts and Sales & Purchase Agreements.
- RFP Preparation. Prepare for Owner's review an RFP for design work, and prepare and distribute bid documents.
- Bid Opening and Recommendations. The CM assists the Owner in the bid opening and evaluating them for quality and price. Our CM also makes recommendations to the Owner concerning the acceptance or rejection of bids.
- Construction Management Plan. Custom Homes, Inc. will prepare a Construction Management Plan for the Project,
 making the necessary recommendations to the plan throughout the duration of the Project, as may be appropriate.
 Our Construction Management Plan considers the Owner's schedule, budget and general design requirements for the
 Project. As CM's we will develop various alternatives for the scheduling and management of the Project, thus making
 recommendations to the Owner.
- Project and Construction Budget. Based on our Construction Management Plan, the CM prepares a Project Construction Budget based on the individual activities of the work required for the Project, which includes allowances for contingencies related to design and construction.
- Preliminary Budget Analysis. Our group analyses and reports to the Owner and Designer the estimated cost of various design and construction alternatives along with a variance analysis between the preliminary budget and recommendations for any adjustments to the budget. Support documents include development of operational budgets, cash flow analyses and presentation packages for the project's financing.
- **Progress Meetings.** Periodic progress meetings are attended by the CM, Owner, Designer and others consultants. These meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress; all are properly documented by minutes prepared by the CM or Resident Inspector.
- Review of Design Documents. This section includes a thorough review of the design documents in order to make recommendations to the Owner and Designer as to constructability, scheduling, and time of construction.
- Cost Control. Custom Homes, Inc. prepares an estimate of the construction cost for each submittal of design drawings
 and specifications from the Designer. This estimate includes a contingency acceptable to the Owner, CM and the
 Designer for construction costs appropriate for the type and location of the Project and the extent to
 which the design has progressed.



- Value Engineering Studies. Our CM's provide value engineering recommendations to the Owner and Designer on major construction components, including cost evaluations of alternative materials and systems.
- Design Phase Change Report. The CM prepares and distributes a Design Phase change reports that shall list all
 Owner-approved changes as of the date of the report, stating the effect of the changes on the Project and Construction
 Budget and the Master Schedule.
- Permitting / Approvals by Regulatory Agencies. Asses the needed authorizations in order to move forward throughout the different phases of a project, and manage the process for obtaining all permit approvals and studies.
- **Financing.** Provide contract negotiation assistance with financial institutions for the land loan, interim loan, as well as for the hiring of professional services.
- Reporting. Coordinate meetings with shareholders and/or owner to properly support the administrative decision making processes throughout all stages, from conception to deployment.

Phase II: Contractor Bidding and Awarding

- Bidders Interest Campaign. The CM conducts telephone and correspondence campaigns to attempt to increase interest among qualified bidders.
- Notices and Advertisements. The CM assists the Owner in preparing and placing notices and advertisements to solicit bids for the Project.
- Delivery of Bid Documents. The CM expedites the delivery of Bid Documents to the bidders and obtains the documents from the Designer to arrange printing, binding, wrapping and delivery to the bidders. Our office maintains an official record of all bidders receiving Bid Documents.
- Pre-Bid Conference. In conjunction with the Owner and Designer, the CM conducts pre-bid conferences.
- Information to Bidders. Our CM's develop and coordinate procedures to provide answers to bidder's questions. All answers are presented in the form of addenda.
- Addenda. Custom Homes, Inc. reviews all addenda documents submitted by the Designer for constructability, effect on the Project and Construction Budget, scheduling and time of construction, and consistency with the related provisions as documented in the Bid Documents. Our office then proceeds to distribute the copy of all addenda to each bidder receiving Bid Documents.
- Bid Opening and Recommendations. Our group assists the Owner in the bid opening, and evaluates the bids for responsiveness and price.
- **Bid Analysis.** Upon receipt of the bids, the CM evaluates the bids, including alternate bid prices and unit prices, and makes a recommendation to the Owner regarding the award of the Construction Contract.
- Construction Contracts. As part of our expertise, we will assist the Owner throughout the assembly, delivery and execution of the Contract Documents.

Phase III: Construction and Close-Out

Custom Homes, Inc. provides an experienced qualified personnel to coordinate and monitor the daily construction activities, procurement procedures, quality controls, scheduling and personnel performance. Our comprehensive reporting structure renders the Owner daily reports, inspection documents and certifications related to the contracted construction project, while providing our clients with a centralized office for all administrative procedures.

The following tasks are performed by our Construction Managers (CM) to ensure the due progress and proper execution of the project in terms of the Contract Documents, Design Specifications and Owner's requirements.



Construction

- Schedule and chair a kick-off meeting with the Owner to discuss the proposed work plan and special concerns to be
 presented at the pre-construction meeting.
- Provide a pre-construction agenda to the Owner for concurrence, schedule a pre-construction meeting and notify attendees.
- Provide coordination of project activities, and prepare reports and documents, as necessary, for Owner's review and action.
- Maintain at the project site the following documents: I) contracts II) drawings & specifications III) addenda IV) change
 orders and other modifications, in good order and marked to record all changes made during construction V) shop
 drawings, product data and samples submittals VI) purchases VII) materials VIII) equipments, applicable handbooks,
 maintenance, and operating manuals and instructions IX) permits X) other related documents and revisions relevant to
 the contract work.
- Provide weekly status reports to the Owner.
- Review laboratory, shop test reports of materials and equipment, and coordinate as required with the Project Design Team.
- · Prepare and send a Statement of Working Days to the Contractor.
- Administer the construction contract in conformance with the requirements set forth in the Plans and Specifications.
- Conduct weekly construction progress meetings with the Owner, Design Team, Contractor(s), affected outside Agencies, general public and other consultants to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.
- · Monitor all inspection activities.
- Review and process all shop drawings, project data, samples, and other submittals. Establish and implement procedures for expediting their processing and approval.
- · Coordinate submittal review with Design Team.
- Document all claims and maintain for account records.
- Coordinate testing requirements and scheduling of material testing.
- Review and analyze the Contractor's schedule (monthly), including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead time. Work with Contractor(s) to maintain the project schedule to show current conditions and suggest revisions as required.
- Recommend necessary or desirable changes in the Construction Contractor(s) scope of work. Review and evaluate Contractor(s) request for changes. Negotiate with Contractor and submit recommendations to the Owner supported by field data related to any additional work. If change orders are accepted, prepare change orders for signature and authorization by the Owner.
- Maintain a log of change requests.
- Create and maintain an as-built project schedule.
- Review pay requests and provide recommendation for contractor payments.
- Provide construction management files to the Owner.
- Review contract documents, plans and permits.
- Aftend field walks and kick-off meetings.
- Monitor and enforce construction noticing requirements.
- Maintain field diaries (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs and other documentation.



- Ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the Contract's work in accordance with the approved construction contract documents.
- Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard Owner against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to Owner regarding special inspection or testing or work not in accordance with the provisions of the contract document whether or not such work is fabricated, installed or completed.
- Provide and maintain a digital photographic history of the project. Photos will also be taken of the following:
 - · Showing existing conditions prior to construction
 - · Disputed work items
 - · Work that has to be replaced or removed
 - · Completed work
- Record the progress of the project. Provide daily inspection reports. Submit written monthly progress reports to Owner, including information on contractor(s) and the entire project, showing percentages of completion. Keep daily logs containing a record of weather, contractor's work on site, number of workers, work accomplished, problems encountered, and other relevant data.
- · Maintain copies of all permits needed to construct the project and enforce special requirements of each.

Close-out

- Assist the Owner in administering and coordinating final inspections.
- Assist the Owner in determining when the project or a designated portion thereof is substantially complete. Prepare
 for the Owner a summary of the status of the work of the Contractor(s), listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which Contractor(s) shall complete
 uncompleted items on their certificate of substantial completion of the work.
- Calculate the amount of final payment due Prime Contractor(s).
- Obtain evidence of certification of all lien releases.
- Assist Owner with filing the project "Notice of Completion."
- Secure and transmit to Owner, required guarantees.
- Issue the notice of substantial completion and process the Notice of Completion.
- Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials requi by specifications.
- Coordinate any startup requirements.
- Collect "as-built" data from contractors or design consultants.
- Make recommendation for the release of retention payments.









10,000 SMALL BUSINESSES CERTIFICATE OF ENTREPRENEURSHIP

This certificate is presented to:

Ramon de Leon

Custom Group

In recognition of successful completion of Babson College's 10,000 Small Businesses Program

April 28, 2017

Tyler Geertsen, MBA Executive Director 10,000 Smell Businesses Shakenna K. Williams, Ph.D. Deputy Academic Director 10,000 Small Businesses





COMPANY PROFILE



ebp design group

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E-mail: ebpdesign@prtc.net





EBP DESIGN GROUP CONSULTCNG ENGINEERS, PSC
IS AN ENGINEERING DESIGN FIRM WITH OVER 27 YEARS OF EXPERIENCE IN THE
CONSTRUCTION AND DEVELOPMENT INDUSTRY.

INITS CONCEPTION, IT CONCENTRATED ITS EFFORTS IN OFFERING THE BEST CIVIL ENGINEERING DESIGN AND CONSULTING SERVICES. AS A RESULT OF THE PROFESSIONALISM, CLIENT-TARGETED SERVICE AND UN DISPUTABLE EXCELLENCE IN THEIR DESIGNS, EBP DESIGN GROUP EXPANDED ITS SERVICES INTO BECOMING ONE OF THE PRIME PLANNING AND ALL-INCLUSIVE ENGINEERING FIRMS IN PUERTORICO. CURRENTLY, EBP'S CAPACITY RANGES FROM WORKING AS THE PRIME PROFESSIONAL'S IN CHARGE FOR MAJOR DEVELOPMENTS, SUBCONTRACTING OTHER ENGINEERING SPECIALTIES TO HIGH-STANDARD PROFESSIONALS, TO PERFORMING AS PLANNERS AND CIVIL DESIGNERS UNDER OTHER TEAMS.

THERE IS NO LIMIT TO WHAT WE CAN ACCOMPLISH.

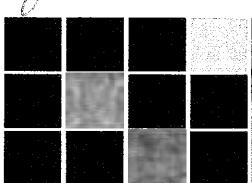
ANEVOLVING MARKET DEMANDS EMERGING PROFESSIONALS; AS EBP'S PRESIDENT,

ENRIQUE BLANES-PALMER, P.E.

BELIEVES, AND REASON WHY HE HAS LEAD HIS COMPANY TO THE ACCOMPLISHMENTS IT BEHOLDS.

EBP'S COMMITMENT AND DESIRE IS TOPRO VIDE THE HIGHEST QUALITY ENGINEERING PROFESSIONAL SERVICES WITHIN A FRAMEWORK OF HONEST, DEDICATED AND PRODUCTIVE COLLABORATION. THE EXCELLENCE OF OUR WORK, OUR DEVOTION TO QUALITY, OUR PROFESSIONAL SERVICES AND LOCAL KNOWLEDGE HAS DISTINGUISHED US ALONG THE YEARS AND HELPS ASSURE THAT THE PROJECTS ARE ALWAYS COMPLETED WITH THE EXCELLENCE WE AIM. MOSTOF OUR CLIENTS HAVE RETURNED WITH NEW PROJECTS AND WE ARE MOST PROUD OF OUR CONTINUED AND PERSONALIZED RELATIONSHIP WITH OUR FORMER ONES.

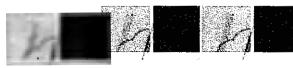
WE BELIEVE THE KEY TO A SUCCESSFUL PROJECT ISIN THE PLANNING PROCESS. CREATING A PROJECT PLAN IS THE MAIN AREA ONE SHOULD FOCUS WHEN UNDERTAKING ANY KIND OF PROJECT. THEREFORE, COORDINATION BETWEEN ALL PROJECT STAGES IS CRUCIAL. HAVING ALL THE SERVICES REQUIRED FOR A SUCCESSFUL PROJECT "IN-HOUSE", IS AN ADDITIONAL ASSET THAT OUR COMPANY POSSESSES. THE COMMUNICATION AND INFORMATION FLOW AMONG OUR MAIN DEPARTMENTS HAS BEEN STRUCTURED SO IT REDUCES SCHEDULE TIME, PROJECT COST AND DIMINISHES THE ROOM FOR ERRORS.







ebp DESIGN GROUP IS NOT ONLY SPECIALIZED IN ENGINEERING DESIGN, BUT IN AN EXTENSIVE RANGE OF SERVICES THAT ENABLES THE CLIENT TO TAKE EACH PROJECT FROM ITS INTIAL STAGES TO IT'S FINAL CREATION. FROM PLANNING TO THE CONSTRUCTION PHASE, OUR COMPANY OFFERS THE FOLLOWING SERVICES ...



ENGINEERING DESIGN

With engineering design as our specialty, our design department has placed us as one of the best known local engineering firms in Puerto Rico. We execute a complete development analysis and efficient design, creating a more economically viable outcome for the client. Some of the extensive arrays of design services we offer are the following:

- -Land development
- Infrastructure master planning and consulting
- -Design of layouts for all types of projects (commercial, residential, institutional, tourism, etc.)
- Highway, roadway and roundabout design
- -Design of sanitary and storm sewer systems
- Grading plans
- Geometrical works
- Water distribution systems
- Water treatment plants, potable water and fire cisterns
- Design of pump stations
- Maintenance and Protection of Traffic (MOT)
- Traffic Signs and Pavement Markings Plans
- Erosion and Sediment Control Measures Plan (CES Plan)
- Construction costs estimates
- Design and contract document preparation
- LEED® Sustainable Design
- Site Feasibility Studies
- Preparation and coordination of Specialized Studies (See Permitting Services)

Site Planning and Layout

- Feasibility studies / due diligence reports
- Preliminary site layouts
- -Site optimization
- Development cost estimates
- Value Engineering
- Access/ parking/ traffic
- Environmental permit strategy
- Stormwater management
- Zoning/ consultation (see Permitting Services)









PERMITTING SERVICES

Permitting and Endorsement Services with the following governmental agencies (in Spanish, as commonly known):

- -"Junta de Planificación (JP)"
- -"Oficina de Gerencia de Permisos (OGPe)"
- -"Junta de Calidad Ambiental (JCA)"
- -"Departamento de Recursos Naturales Ambientales (DRNA)"
- -"Instituto de Cultura Puertorriqueña (ICP)"
- -"Oficina Estatal de Conservación Histórica" ("OECH" o SHPO)
- -"Servicio de Pescay Vida Silvestre"
- -"Autoridad de Carreteras y Transportación (ACT)"
- -"Departamento de Transportación y Obras Públicas (DTOP)"
- -"Autoridad de Acueductos y Alcantarillados (AAA)"
- -"Autoridad de Energía Eléctrica (AEE)"
- -Endorsement of the municipality where the project is taking place
- -"Autoridad de Desperdicios Sólidos (ADS)"
- -"Cuerpo de Bomberos"
- -"Departamento de Salud"
- -"Cuerpo de Ingenieros del Ejercito de los Estados Unidos" (USACE)

Preparation and coordination of the following Specialized Studies:

- -Environmental Forms
- Categorical Exclusions
- Environmental Assessments
- Environmental Impact Statements
- -Chapter #47("Permiso de Corte, Poda y Siembra de Árboles")
- -Chapter #48 ("Certificación de Categorización de Hábitat")
- Storm Water Pollution Prevention Plan (SWPPP)
- Transit Studies
- Noise Studies
- Access Studies

Filing for permits

- -"Consultas de Ubicación"
- "Cambios de Zonificación"
- "Segregación para Financiamiento"
- "Permisos de Inscripción"
- "Lotificación Simple"
- "Segregación y Agrupación de Solares"
- "Conformidad de Colindancias"
- "Consultas de Construcción (Anteproyectos)"
- "Permisos de Úrbanización"
- "Permisos de Construcción" - "Permisos de Demolición"
- "Permisos de Uso"
- "Permiso General Consolidado o Permiso General para Otras Obras ante la Junta de Calidad Ambiental" (including CES Plan, PFE and DS-3)
- "Permiso para Sistemas de Inyección Subterránea"
- "Permiso Plantas de Tratamiento"
- "Permiso de Extracción Incidental para una Obra Autorizada (POA)"
- Power Generators Permits
- United States Environmental Protection Agency (EPA)'s Construction General Permit (CGP)

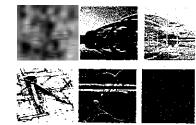
The pursuit of excellence in every job and our commitment to quality, along with the expertise gained over the years. have distinguished us as one of the top local Civil Engineering Firms during the past 27 + years.











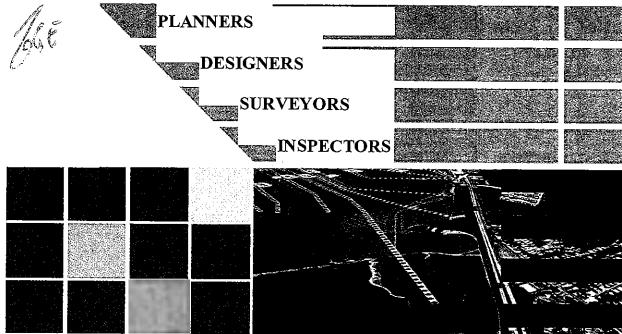
EBP LAND SURVEYING SERVICES, PSC

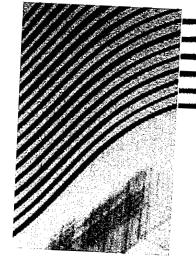
We use the latest technological advancements to ensure the highest accuracy available in the marketplace, and have the professional and technical expertise, field equipment and hardware and software systems to deliver cost- and time-efficient surveying.

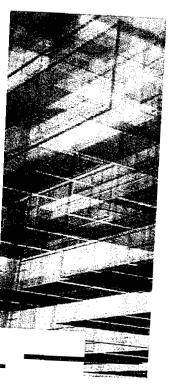
EBP offers a full spectrum of land surveying capabilities for land development, environmental, transportation and utility infrastructure projects:

- Boundary and Land Title (ALTA/ ASCM) Surveys
- Topographic and Location Surveys
- _ "As-Builts"
- Right-of-Way/Route Surveys
- Plot Plans
- Land Development Surveys, Subdivision and Easement Platting
- Construction Staking

OD design group CONSULTING ENGINEERS, PS.C.





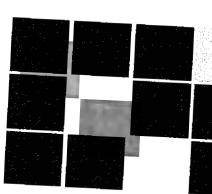


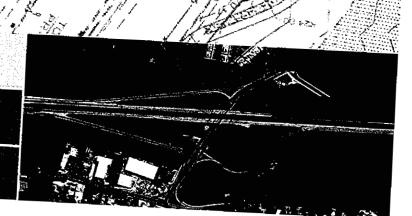


As part of our continuous efforts of offering services and satisfying our clients' needs, we expanded our firm by incorporating inspection and project management services, which offers the following:

- Design & constructability review services
- Cost estimating & project scheduling
- Bid assistance
- -Preconstruction conditions documentation
- Resident engineering
- Construction control documentation
- -Quantity surveys & calculations
- Material testing coordination
- Daily field inspections & documentation
- Shop drawing reviews & coordination
- Pay estimate reviews & coordination
- Change order coordination
- Claims analysis & recommendations
- Project audits
- -Final project punch list inspection
- -As-built coordination
- Project records documentation
- & assembly
- Warranty inspections
- EPA's CGP (NPDES/SWPPP) inspection services
- CES Plan inspections

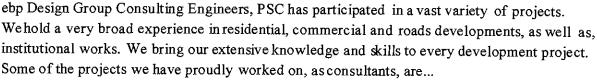












- Las Gladio las Revitalization San Juan
- Puerta de Tierra Revitalization San Juan
- José Gautier Benítez Revitalization -Caguas
- Las Casonas (Residential Development)
- Guaynabo
- Sunset Harbor Development at Guaynabo City Waterfront
- The Marbella Club at Palmas del Mar
- Murano Luxury Apartments
- Ocean Hills Estates
- Brisas de Mar Chiquita Manatí
- Portal del Este Carolina
- Valle Dorado Utuado
- Condominio Paseo Caribe San Juan
- Peñamar Residential Development Fajardo
- Pabellones Residential Development Toa Baja
- Puerto Paseos (Condominium) San Juan
- Puerto Rico Trade and Convention Center - San Juan
- Puerto Rico Music Conservatory Complex - San Juan
- Over 50 Walgreens stores
- Wal-Mart Stores Multiple (4+)
- Correctional Medical Center (CMC), Bayamón
- UPR-Historical Quadrangle Infrastructure Project
- Juvenile Detention Center, Bayamón
- Paradisus Coco Beach Hotel
- Ponce Hilton & Casino
- Improvements to the accesses of various Tren Urbano stations
- Sala Sinfónica de Puerto Rico
- Bellas Artes Humacao
- Improvements to La Concha Hotel and Vanderbilt Hotel
- Schering-Plough del Caribe, Toa Baja
- Student Center Building, Medical Science Campus, University of Puerto Rico

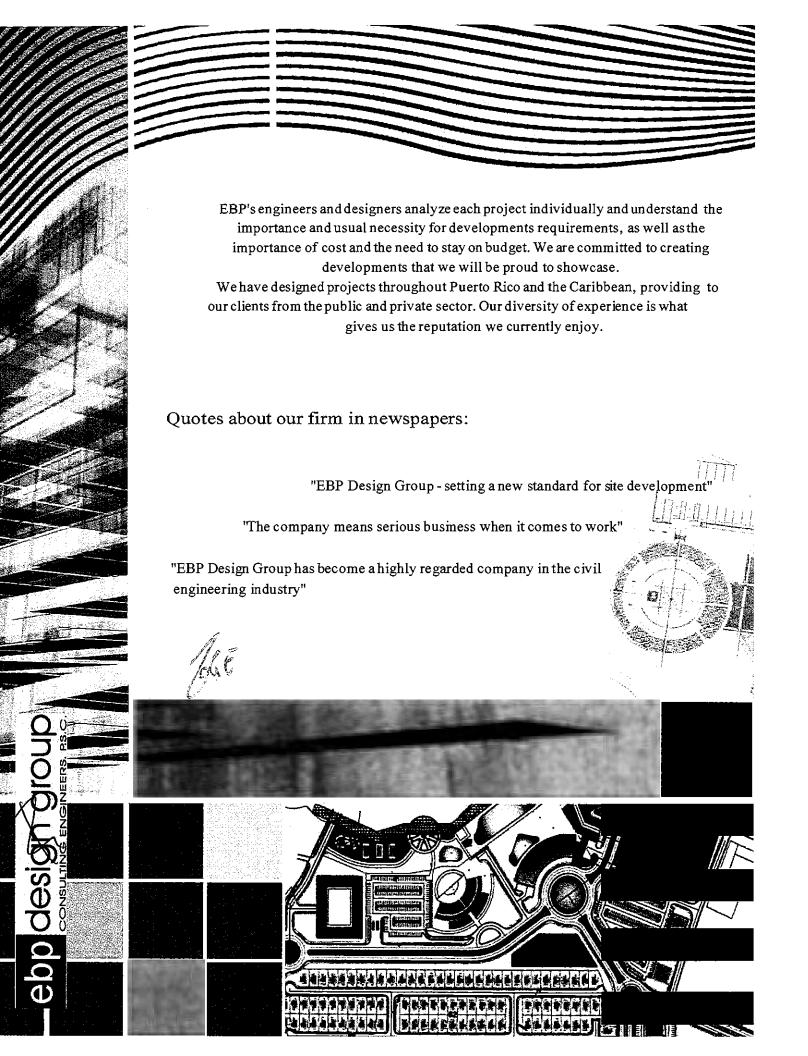
- New School of Architecture of University of Puerto Rico
- Office Center of the Municipality of Santa Isabel
- La Hacienda Town Center
- Mahi-Mahi Shopping Village, Dorado
- Me Salve Distribution Center
- New BMW Facilities, Guaynabo
- New Exhibition Hall Expo Center and Sports Facilities
- Caribe Hilton Hotel San Juan
- Office Furniture Warehouse
- Paseo Caribe Tourism & Residential Complex
- Paseo del Prado Shopping Center Carolina
- Las Nubes and Las Brisas Commercial Buildings San Juan
- Peñamar Residential Development Fajardo
- Pepsi Cola Bottling P.R Co. Toa Baja
- Pfizer Pharmacies Plant Arecibo
- Plaza del Caribe South Terminal Ponce
- Plaza Isabela ShoppingCenter
- Plaza Las Américas South Entrance
- Ponce Hilton and Casino Remodeling
- Portal del El Yunque Recreation Center Rio Grande
- Revitalization of the Urban Center of the Municipality of Isabela
- Rio Piedras South Parking Terminal, Municipality of San Juan
- Sabana Hoyos Penal Camp Arecibo
- SanJuan Sports Complex
- Santuario Nacional Nuestra Señora Madre de la Divina Providencia San Juan
- DOVA's Puerto Rico National Cemetery Morovis
- ESJ Verde Tower San Juan
- Dreams Puerto Rico Resort & Spa Guánica
- Las Casonas (Residential Development) Guaynabo
- GSA Visitor Screening Facility Link Extension at Federico Degetau Federal Office Building in Hato Rey San Juan
- Earle 1149 Ashford (Residential Tower) San Juan
- GSA-Puerto Rico Hurricane Recovery Project (Phase Phase Inc. San Juan
- VA Caribbean Healthcare System (VACHS) Replace Community Living Center (CLC) Room Terrace – San Juan

4.2

- PRHTA-Hurricane Maria Efforts for Signing and Guardrails
- PRHTA-Landslide and Road Damage Evaluation and Repair Recommendations
- Many others...



SIGN GROUD
TING ENGINEERS, PS.C.





GENERAL CONTRACTORS

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COMMONWEALTH OF PUERTO RICO DEPARTMENT OF STATE SAN JUAN, PUERTO RICO

I, GRICEL FALGAS RODRIGUEZ, Assistant Director, Corporate Registry of the Department of State of the Commonwealth of Buerto Rico,

CERTIFY: That on January 27, 2004 at 10:14 a.m., was filed a Certificate of Incorporation of 'PRIMECO BUILDERS, INC." file 141,111 a profit corporation organized under the laws of Puerto Rico.



IN WITNESS WHEREOF, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan today, January 27th of the year two thousand four.

GFR/Jar 2004012409-\$110.00 Gricel Falgás Rodríguez Assistant Director

Corporate Registry



Estado Libre Asociado de Puerto Rico DEPARTAMENTO DE ESTADO

San Juan, Puerto Rico

Yo, **KENNETH McCLINTOCK HERNÁNDEZ**, Secretario de Estado del Estado Libre Asociado de Puerto Rico,

CERTIFICO: Que, a tenor con las disposiciones del Artículo 15.01 de la Ley General de Corporaciones de 1995, "PRIMECO BUILDERS, INC.", registro 141111 una corporación con fines de lucro organizada bajo las leyes del Estado Libre Asociado de Puerto Rico ha cumplido con la radicación de Informes Anuales.

EN TESTIMONIO DE LO CUAL, firmo la presente y hago estampar en ella el Gran Sello del Estado Libre Asociado de Puerto Rico, en la ciudad de San Juan, hoy 13 de enero de

/ K

Certificación del Oficial de Informes Anuales

KENNETH McCLINTOCK HERNÁNDEZ

Secretario de Estado

Certifico que he leído y revisado el expediente de esta corporación y que éste cumple con el Capítulo XV, Artículo 15.01, de la Ley General de Corporaciones.

Fecha

Oficial de Informes Anuales

KMH /rs 058847 - \$10.00

INCORPORATION WORKSHEET prepared on <u>01/2004</u>

INCORPORATOR:

Name:

Armando Chirino

Street Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

CORPORATION NAME:

Legal Name:Primeco Builders, Inc.

Trade Name:

PRINCIPAL PLACE OF BUSINESS:

The address where the corporation's principal place of business will be located is:

Street Address:

Monte Atenas Office Building Ave. Las Cumbres KM 4.0 Suite 204

City, State, Zip:

San Juan, PR 00926

County:

Puerto Rico

Telephone:

(787) 760-7420

Mailing Address: MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

BUSINESS ACTIVITIES: This corporation will begin on mayo, 2004, with an initial number of employees of approximately 30, and anticipated first year gross revenues of approximately \$1,000,000.

The primary activities of the corporation can be described as follows: GENERAL CONTRACTORS.

GEOGRAPHICAL AREA OF BUSINESS OPERATIONS:

The business will conduct its operations in the following geographical area: AREA METROPOLITANA E ISLA DE PR..

STOCK:

The corporation will authorize the following number of shares: 1,000 ·

The shares will be: par value of \$1,000.0000 per share

The shareholders will be required to first offer their shares to the corporation before





selling to other parties.

FISCAL YEAR:

The fiscal year of the corporation will end each year on May.

DIRECTORS:

The following persons will be the initial directors of the corporation:

Name:

Armando Chirino

Street Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

Name:

Gloria Chirino

Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

Each director will serve for a term of HIMITED year(s).

The directors will not be personally liable to the corporation or its shareholders for obligations arising out of the performance of the directors' duties.

OFFICERS:

The following persons will be elected to fill the respective offices:

President:

Armando Chirino

Street Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

Secretary/ Treasurer: Gloria Chirino

Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

The corporation will defend the directors and officers against lawsuits.

Business transactions between the corporation and its officers and directors will be allowed.

Instruments which relate to an interest in real estate must be signed by the following:

President or Vice-President and Secretary or Treasurer

The officers are authorized to do the following:

Open a corporate bank account

KEY EMPLOYEES:

The following persons are key employees who will provide important skills and services, but will not be shareholders or directors:

Name:

Gloria Chirino Gonzalez

Title:

MSC 213 Ave. Winston Churchill #138

City, State, Zip: San Juan, PR 00926

Telephone:

787-760-7420

SHAREHOLDERS:

Name:

Armando Chirino

Street Address:

MSC-213 Ave. Winston Churchill #138...

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

Percentage ownership of corporation: 0.00%

Amount to contribute: \$0.00

Secretary/ Treasurer: Gloria Chirino

Address:

MSC 213 Ave. Winston Churchill #138

City, State, Zip:

San Juan, PR 00926

Telephone:

787-760-7420

Percentage ownership of corporation: 0.00%

Amount to contribute: \$0.00

VOTING:

All matters that require a vote of shareholders shall be approved by a simple majority vote.

Action may be taken without a meeting if all of the shareholders consent to the action in writing.

An amendment to the bylaws shall be approved by a simple majority vote.





MEETINGS:

Shareholder meetings will be held at the principal place of business unless otherwise specified in a notice to the shareholders.

ORGANIZATIONAL EVENTS:

Date of first annual shareholders meeting: 01/28/04.

Time: 3:00 PM

Location: CORPORATE LOCATION

FRINGE BENEFITS:

The owners are interested in establishing the following:

Health care plan for employees
CAR ALLOWANCE, EXPENSE REIMBURSEMENT AND HEALTH PLAN

SEAL:

The corporation will have a corporate seal.

STOCK CERTIFICATES:

The corporation will not, unless requested, issue stock certificates.

REGISTERED AGENT:

The name and address of the registered agent of the corporation is:

Name: Gloria Chirino Gonzalez Company Name: Primeco Builders, Inc.

Address: MSC 213 Ave. Winston Churchill #138

City, State, Zip: San Juan, PR 00926

Telephone: <u>787-760-7420</u>

J.E



PRIMECO BUILDERS, INC. 1802 CARR 8838 SUITE 204, SAN JUAN, P.R. 00926 TEL 787-753-0006 FAX 787-753-0058

DIRECTORS & OFFICERS

PRESIDENT-CONTRUCTION MANAGER

VICE-PRESIDENT

SECRETARY-COMPTROLLER

TREASURER

ENG. JOSE BADILLO ALDARONDO

ENG. ARMANDO CHIRINO GONZALEZ

SRA. GLORIA CHIRINO

SRA. GLORIA BADILLO

PROJECT MANAGER

CONSULTANT

ENG. OMAR GUZMAN COLON

ENG. ARMANDO CHIRINO FALERO

RESUME

ARMANDO CHIRINO, P.E.

RESIDENCE: 10145 Chorlton Circle Orlando Florida 32832

787-753-0006, FAX 787-753-0058, CEL. 407-797-3050 787-644-5810 E-MAIL chiri6@aol.com chiri6@primecobuilderspr.com

PERSONAL & EDUCATION

Personal Status: Married 1972/Two Children: Glorimar 39, Armando 41

Born: Habana, Cuba March 16, 1951. Moved to P.R. in 1961

Education: Professional Engineer Graduated in 1973 from Colegio de Agricultura & Artes Mecanicas de

Mayaguez (C.A.A.M) University Of Puerto Rico, Mayaguez Campus. "CUM LAUDE"

Member Of: Colegio de Ingenieros y Agrimensores de P.R. Lic. 06751

Florida Board of Professional Engineers Lic. 80280

State of Florida Certified General Contractor Lic. CGC1522088

National Society of Florida Engineers

National Society of Civil Engineers

Construction Project Management

X

PROFILE

Results oriented hands-on construction and development professional with 40 years of expertise in all facets of the industry. Verifiable track record for the successful completion of multi-million dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors and clients while maintaining costs. Versed in contract negotiations, project estimating, impending design problems, document preparation, building codes and federal regulations, material purchasing through certification of occupancy.

Areas of Expertise lie in:

- Team bonding and leadership
- Permitting and Building Code
- Construction Planning & Scheduling
- Critical Path Project Management
- Budget Analysis

- Quality Control Management
- Safety and Compliance Management
- Organization and Time Management
- Vendor and Material Management
- Estimating & Job Costing

PROFESSIONAL HISTORY

PRIMECO LLC

2015-Present

PROJECT MANAGER

Plan, organize and manage a new construction company in Central Florida that will be conducting business in Florida and Puerto Rico.

PRIMECO BUILDERS, INC.

2004-2015

GENERAL CONTRACTOR

PRESIDENT

Plan, organize and manage the overall construction of several institutional, commercial and residential developments, from low income housing to high-end type of developments.



Low Income Housing

■ Dos Pinos Plaza - Rio Piedras PR	40 Units	HUD/PRHFA	\$3.2MM	2000
■ Villa Universitaria - Rio Piedras PR	48 Units	HUD/PRHFA	\$3.8MM	2001
■ Hogar Manuel Mediavilla I – Humacao	64 Unis	Tax Credits/PRHF	4\$6MM	2007
■ El Remanso Elderly – Carolina PR	50 Units	Tax Credits/PRHFA	\$5.5MM	2008
■ Hogar Manuel Mediavilla II – Humacao	36 Units	Tax Credits/PRHFA	\$3.2MM	2008
■ Edad Dorada Cecilia Orta – Carolina PR	51 Units	Tax Credits/PRHFA	\$5.9MM	2010
■ Gurabo Elderly – Gurabo PR	86 Units	Tax Credits/PRHFA	\$9.4MM	2014
■ Lucero Del Alba House for the Homeless	50 Units	Tax Credits/PRHFA	\$5.8MM	2015

Residential Housing

- Dolphin Tower Luquillo 2006 60 Units
- Altapaz Gurabo 2007 62 Units
- Confort-Inn Hotel- Toa Baja 2007-60 Un
- Flamboyanes 186 Rio Piedras-2008-16U
- Polaris Carolina 2012 80 Units

- Cond. La Fuente Rio Piedras- 2006 24Units
- Marbella Palmas del Mar- 2007 24 Units
- Paradise Chalets Rio Grande-2007-70 Units
- Hacienda Las Ceibas Rio Piedras-2007-39 Unts
- Aquabella-Paimas del Mar- 2005- 111 Units

Institutional/Educational

- Costa Bonita I Hotel Culebra, PR 2004 124 Units
- Costa Bonita II Hotel Culebra, PR 2006 140 Units
- Felipe Gutierrez Elementary School San Juan, PR- 2012 450 Students
- Isidro A,. Sanchez High School Luquillo, PR 2011 1000 Students
- Pedro Falu Orellano High School Rio Grande 2011 1100 Students



POLARIS DEVELOPMENT CORP.

2007-2013

DEVELOPER

PRESIDENT

Plan, organize, coordinate permitting, drawings, agencies endorsements, contract negotiation and financing coordination for a 160 units apartment complex being developed in Carolina.

FLAMBOYANES 186, INC.

2006-2009

DEVELOPER

PRESIDENT

Plan, organize, coordinate permitting, drawings, agencies endorsements, contract negotiation and financing coordination for a 16 units apartment complex located in Hyde Park, Rio Piedras.

PRIME CONTRACTORS CORPORATION

1996 - 2009

GENERAL CONTRACTOR

PRESIDENT

Plan, organize and manage the overall construction of several residential and light industrial developments.

- Monte Atenas Rio Piedras
- Sachs Chemical Warehouse I ~ Caguas Chalets del Parque ~ Rio Piedras
- Chalets de Rio Hondo Bayamón
- Sachs Chemical II Caguas
- Canals Plaza Santurce
- Ocean Drive Luquillo
- Montemar Trujillo Alto
- Ocean Walk Chalets- Luguillo
- Costa Bonita Phase II Culebra

- Chalets Las Cumbres San Juan
- Plomelectric Warehouse Juncos
- Canals Park Santurce
- Park Tower Rio Piedras
- Condominio Royal Hato Rey
- Costa Bonita Resort Culebra
- Vistas de San Juan Rio Piedras
- San Juan Tower Rio Piedras

■ Plaza 844 - Rio Piedras

■ Venetian Tower - Condado

GLOMAR DEVELOPMENT CORP.

1988-1996

PRESIDENT

PALM BREEZE APARTMENTS (TAMPA, FLORIDA)

Owner and General Manager of a 64 units moderate income apartment units in the town of Brandon, Tampa, Florida. In charge of supervising lease contracts administration, general maintenance, eviction processes, maintenance subcontracts, equipment and appliances purchases, administration of voucher program from Tampa Housing H.O.M.E. program.

GROUP SYSTEM CORPORATION (TAMPA, FLORIDA)

1888-1994

VICE- PRESIDENT

Inspections & Engineering Services for State & National Banks in the State of Florida.

A.CH. CORP.

1979-1987

PRESIDENT

GENERAL CONTRACTOR

In charge of Construction company specialized in concrete structures subcontracting.

C.M.CH DEVELOPMENT CORPORATION

1981-1986

VICE-PRESIDENT

DEVELOPERS

- PARQUE DE BUCARE
- JARDINES DE CALDAS

C.H.P.R. INC.

1979-1981

VICE-PRESIDENT

CONCRETE CONTRACTORS

- ALBORADA-CAGUAS
- CONDOMINIO SAN MIGUEL

A.E

ISLAND WIDE CONSTRUCTION CORPORATION

1976-1979

VICE-PRESIDENT

GENERAL CONTRACTOR

- EI NARANJAL- TOA BAJA
- RESIDENCIAL GUARICO- VEGA BAJA
- EL PLANTIO- TOA BAJA
- VILLA EL ENCANTO- JUANA DIAZ
- BARRIO PALMAS PUBLIC HIGH SCHOOL

J.A.S. CONSTRUCTION CORP.

1975-1976

GENERAL CONTRACTOR

PROJECT MANAGER

Directly in charge of the construction of a 700 units Public Housing apartment complex located in Guaynabo. ALAMEDA TOWERS.

ATLANTIC QUALITY CONSTRUCTION CORP.

1974-1975

GENERAL CONTRACTOR

PROJECT ENGINEER

In charge of construction of a 144 residential units high-rise (28 floors), located in Guaynabo, P.R. CONDOMINIO SANTA ANA.

DANIEL CONSTRUCTION INTERNATIONAL

1973-1974

GENERAL CONTRACTOR

PROJECT ENGINEER

In charge of construction of manufacturing plant (Matsuschita Electric) located in Caguas, P.R. Hired by company before graduating from engineering school.



José R. Badillo Aldarondo

Calle 13 S 10 Urb. Sierra del Rio San Juan, PR 00926

Phone: (787) 755-4318 Email: jbad416601@aol.com

Objective:

A job opportunity in the construction field, where I can apply my knowledge and skills as a civil engineer.

Education:

Certified General Contractor (Florida CGC1522060)

Civil Engineer Licence Num. 20130 (Puerto Rico)

Polytechnic University, San Juan, P.R.

Summer 2002

Bachelor of Science in Civil Engineering

University of Central Florida, Orlando F.L.

Summer 1998

Bachelor of Science in Biology

Work Experience:

August 1998 - Present

Primeco Builders Inc., San Juan, Puerto Rico

Full-Time Job Project Engineer

My duties as an engineer for this company include, but are not limited to, the following:

- Cost Estimate for new projects
- Monthly Certifications
- · General supervision of project and project engineers
- · Inspection of daily activities by employees and subcontractors
- Developing and updating project schedule
- Site development including sanitary and water systems
- Quality control and employee safety

Projects:

- Project Manager, Gurabo Elderly, Gurabo
- Project Manager, Lucero del Alba, Caguas
- Project Engineer, Felipe Gutierrez School, San Juan (School Refurbishing)
- Project Engineer, Isidro A Sanchez School, Luquillo (School Refurbishing)
- Project Engineer, Pedro Falu Orellano School, Rio Grande (School Refurbishing)
- Project Engineer, Valley View Park, Caguas
- Project Engineer, Cecilia Orta Housing, Carolina
- Project Engineer, El Remanso Elderly, Carolina
- Project Engineer, Manuel Mediavilla Elderly, Humacao
- Project Engineer, Aquabella Town Houses, Palmas del Mar, Humacao
- Project Engineer, Dolphin Tower, Luquillo
- Project Engineer, Parque Forestal, San Juan
- Project Engineer, Villa Universitaria, San Juan
- Project Engineer, Park Gardens Court, San Juan
- · Project Engineer, Dos Pinos, San Juan
- Project Supervisor, San Rafael, Trujillo Alto

Skills:

- · Leader and People Oriented
- Fast Learner
- Team Player
- Fully Bilingual (Spanish English)



• Computer literate in Auto CAD 2000 and 2002, MS Projects, MS Office

References: Available Upon Request

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Daniel Caraballo Rivera

PO Box 3989, Bayamón, PR 00958 Telephone: (787) 690-9052 e-mail: danielcaraballo@yahoo.com

Education

Bayamon Central University, BS in Industrial Safety and Health (2001).

Certifications

- Construction Documentation
- •Excavation, Trenching and Soil Mechanics
- Trainer Course in Occupational Safety and Health for Construction Industry
- •CPR and First Aid with Defibrillation System
- DOT/Haz-Mat Awareness Training
- Crane and Rigging Safety Training
- •Lead Based Paint Project Designer
- •Lead Based Paint Contractor Supervisor
- Asbestos Project Designer
- •EPA Asbestos Inspector
- •EPA Asbestos Abatement Project Contractor/Supervisor
- •Lead Based Paint Inspector
- •NIOSH 582 equivalent course
- •Indoor Air Quality
- Niton XRF Spectrum Analyzer
- •XRF Radiation Safety

Work Experience

DEK / Owner (September 2013 to present)

Demolition, Construction, Lead and Asbestos Abatement Contractor. Responsible for Experience in various type of projects, residential and commercial. During the past five years I have the opportunity to develop my own business where I can put my experience gained during the past 25 years. Also I have the studies in environmental and industrial safety, studies that I use to develop a safety work place.

Duties include: Identifying hazardous conditions and practices in the workplace, leading a small cross-functional team to establish standards and ensure that potential hazards are identified, understood and controlled, reviewing and overseeing safety procedures, Carrying out site safety inspections, making changes to working practices, identifying probable risks, giving advice on safety matter to senior managers, ensuring that all safety activities are appropriately documented,

Polit

promoting and developing a positive and proactive safety culture, responding quickly to any emergencies, etc.

Central Industrial Services, Inc. (January 2009 – September 2013) Project Manager / Environmental Division

Duties include: coordinate, design and administrate projects of asbestos abatement, lead based paint abatement, scaffolds, asbestos in boiler repairs, sandblasting and painting of bunker C, diesel tanks. Responsible to plan and design the safety measures for highly dangerous works (confined spaces, highly elevated works, etc.). Analyze specification documents and estimate project costs for bids. Projects include: Asbestos Abatement and Soil Remediation in a Demolition of Puma Energy Caribe (old Gulf Refinery), Asbestos Abatement on Costa Sur Boiler #5 repair, Sandblasting and Painting of Levittown water tank (200 feet height works), Asbestos and Lead Abatement on Las Gladiolas Implosion Project, etc.

Construction & Environmental Management, Inc. (June 2004 – January 2009) Environmental, Health and Safety Manager.

Audit and preparation of the environmental and safety reports for the construction projects, Perform safety inspection and give support to our projects engineers, responsible to coordinate and offer all the safety trainings to our personnel and certified them as competent person in the safety area.

Central Industrial Services, Inc. (January 2002 – June 2004)

Safety Supervisor for various heavy industrial projects (reparations of boilers, bunker c tanks, etc.) as well for the construction in the pharmaceutical industry, coordination of safety trainings to all the field employees and the office personnel. Responsible for conduct safety audit for our company to avoid citations and penalties from the regulatory agencies.

Continental Health and Environmental Consulting (CHEC) Bayamón, PR Environmental Consultant (June 1995 – December 2001)

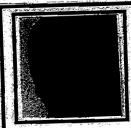
Duties include: Lead Based Paint and Asbestos abatement supervision, inspections, Indoor Air Quality sampling, sampling and assessments. Responsible for OSHA, EQB and EPA regulations compliance at abatement projects. ACGHI and OSHA air and dust wipe clearance sampling. TCLP sampling, waste characterization, environmental site assessments, records review, chains of custody preparation, auditing and preparation of proposals. Projects include: Supervision and Manage of the asbestos and lead based paint abatement at Las Gladiolas, Villa Panamericana Implosion and Las Orquideas project. Worked hands on in over 30 public housing projects as well as many in the private sector including Condado Beach Trio, Mayaguez Medical Center, Tren Urbano, Route 66, PREPA and the US Marshals office.

Special Skills

I have more than twenty (20) years experience in environmental and safety consulting with knowledge in OSHA, Lead and Asbestos regulations and the applicable EPA and EQB compliances. Maintenance of XRF analyzers and sampling equipment. Inspector of private projects and government projects, Work under pressure and good interpersonal relations. Proficient in MS Word, MS Excel and Internet.

Police

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ASB-0218-0108-AS

Número de Registro

21-dic-2018

Fecha de vencimiento

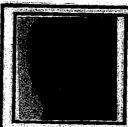
TARJETA DE REGISTRO PARA LA REMOCION DE ASBESTO

Esta tarjeta autoriza a

Caraballo Rivera Daniel

asbesto en s un empleado, P.R. Esta persona N te de la Junta :

Firma Autorizada Junta de Calidad Ambiental



ASB-0218-0107-SI

Número de Registro

26-ene-2019

Fecha de vencimiento

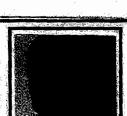
TARJETA DE REGISTRO PARA LA REMOCION DE ASBESTO

Esta tarjeta autoriza a:

Daniel Carabalio Rivera

A trabajas asbesto en P.R. Esta un empleado, de la Junta

> Firma Autorizada Junta de Calidad Ambiental



TARJETA DE REGISTRO PARA LA REMOCION DE ASBESTO

Esta tarjeta autoriza a:

Daniel Caraballo Rivera

Discuador

A trabajar en la remoción de asbesto en
P.R. Esta persona NO es un empleado,
ni un representante de la Junta.

ASB-1018-0713-PD

Número de Registro

18-oct-2019

Fecha de vencimiento

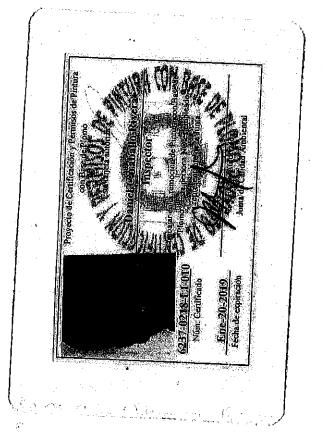
Firma Antorizada

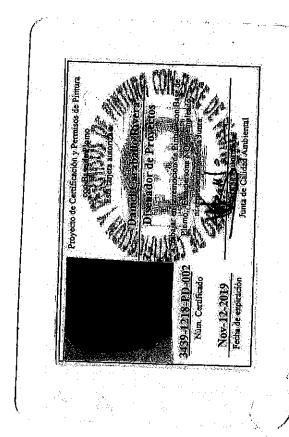
Junta de Calidad Ambiental

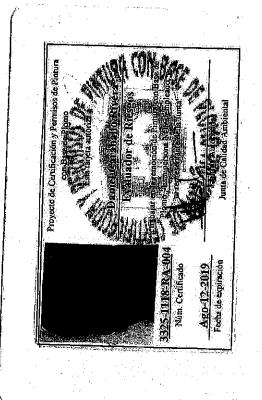




















GOBIERNO DE PUERTO RICO JUNTA DE CALIDAD AMBIENTAL

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Este certificado es otorgado a:

Demolition & Environmental Kontractor, Corp.

(# s.social: 66-0854760)

Por haber cumplido con los requisitos establecidos en el Capítulo V, Regla 1541, sección B(2) del Reglamento para el Control de Actividades de Mitigación de Pintura con Base de Plomo. Se le otorga una certificación en la disciplina de

Empresa

Para llevar a cabo actividades de mitigación de píntura con base de plomo en la Jurisdicción de Puerto Rico

Número de Certificado 1516 - 0418 - LF - 002

Este certificado está sujeto a ser revocado, suspendido, modificado o enmendado debido a causas que incluyan evidencia de no cumplimiento, información falsa provista en la solicitud o por cualquier alteración que afecte la habilidad de lievar a cabo las tareas efectivamente.

Fecha de emisión: 26 de abril de 2018 Fecha de expiración: 25 de abril de 2019

See all

Tania Vázquez Rivera Directora Ejecutiva

@custom omes **CM WORKFLOW & ORGANIZATIONAL CHART** Corporate Principal Support Services Occupational Senior Safety Lead **PRDOH Project** Manager Human Resources Lead Quality Permitting Control Lead Lead Construction Warranty Design Lead Lead Lead Procurement Lead

Ramón J. de León, PE, PMP

Caparra Office Center Ave. González Giusti C-22, Ste. 220 Guaynabo, Puerto Rico 00968 (787) 793-1742

rjdeleon@customgrouppr.com

EDUCATION

University of Pennsylvania, School of Engineering and Applied Science

Bachelor of Science in Engineering degree May 2001

Major: Financial and Economic Systems Minor: Economics

COURSEWORK & TRAINING:

Calculus I-IV Optimization of Systems Adv. Engineering Economics

Project Management Computer Integration of Systems Risk Analysis and Environmental Management

International Economics Introduction to Marketing and Finance Principles of Accounting
Corporate Finance Adv. Corporate Finance Multi-criteria Decision Making
OSHA 30hrs Certification Professional Project Manager (PMP)—35hrs GS 10ksm Entrepreneurship Program

PROJECTS

Residential Developments: Participated in all stages as Project Manager of the following residential developments: Praderas en Guaynabo, Cove by the Sea, Paseo Esmeralda, Puerta del Mar, Cond. The Alexander, Mansiones de Juncos, Viabella Club. Azul Elderly & The Icon.

Pharmacy Benefit Manager (PBM): Identified five potential cost saving opportunities within the pharmacy network of the PR Health Reform. The process included restructuring, negotiating, contracting, and transitioning from the current multiple entity system to a single PBM. The project ranged from the design until the implementation phase where a saving of over \$50M was achieved.

South Beach Hotel Development: Analyzed the current operations, developed market strategy, valuated and forecasted future investment potential under the System's methodology. Procedures ranged from the design until implementation phase.

EMPLOYMENT

Custom Homes, Inc., Guaynabo, PR (September 2003 - Present)

Executive Director

Responsible for the general administration and development of Custom's Development, Project Management & Inspections, and General Contractor's service lines throughout Puerto Rico and Florida by successfully defining its organizational structure, standardizing processes & protocols, efficiently allocating and training of resources, and monitoring the overall corporate performance to achieve and implement Custom's established goals per its Growth Plan. Supervised and managed residential, commercial and industrial projects at all development stages, ensuring that all projects' components meet ontime, on-budget and on-quality KPIs.

DC Engineers, PSC / Development Concepts, Inc., Guaynabo, PR (October 2006 - Present)

Partner

Assisted in structuring the evaluation processes designed to efficiently monitor and validate the requirements with regards to the corresponding regulations for residential projects that receive State and Federal funding, such as special financing, grants, construction code compliance and/or tax credits. Programs include, but are not limited to HOME, LIHTC, Davis Bacon Act and Section 3.

Prados del Rio II, LLC Guaynabo, PR (November 2016 - Present)

President, Partner

Partner responsible for generating the feasibility studies, financing structure, and overseeing the development and project management processes for 54 townhouse residences in the Guaynabo area.

Custom Investments, LLC Guaynabo, PR (December 2014 - Present)

President, Partner

Partner responsible for the acquisition of non-performing residential projects such as a 132 unit mid-rise in Vega Alta, while overseeing the construction and development process from its rehabilitation and new construction stages to the close-out stages.

GC Lion-Paseo, LLC Guaynabo, PR (January 2012 - Present)

Partner

Partner responsible for the acquisition of non-performing residential projects such as a 72 unit affordable-housing low-rise in Fajardo, while overseeing the construction and development processes from its rehabilitation to the close-out stages. Participated in creating the corporate vehicle to allow investment opportunities from potential investors in the real estate market.

Zajara Developers, Inc., San Juan, PR (July 2007 - Present)

President, Partner

Partner responsible for generating the feasibility studies, parcels acquisition, financing, permitting and coordination of the design processes for a 110-unit high-rise in the Guaynabo area dedicated to providing housing requirements to the elderly community through Federal funding programs such as LIHTC.

Icono Development, Corp., San Juan, PR (April 2006 – Present)

President, Partner

Partner responsible for generating the feasibility study and the parcels acquisition process for a 60 unit luxury high-rise in the Guaynabo area. In charge of coordinating the design and permitting processes with the respective agencies and consultants. Participating in the design and construction process of the Ave. Las Cumbres sanitary force line.

Inmobiliaria Mariana, San Juan, PR (May 2005 - Present)

Vice-President

Assisted through the process of creating and organizing the company, which provides project management services to private real-estate developers and institutional entities for the completion of their non-performing real estate assets through all stages of the development.

Ernst & Young, LLP, San Juan, PR (July 2002 - September 2003)

Consultant, Finance Service Line, Health Sciences Advisory Services

Member of the business-consulting group providing financial and management solutions to clients in diverse areas. Developed Business Plan for leading companies with strategic approaches to penetrate new markets, SWOT and competitors analysis. Prepared a complete financial analysis of the leading hospital institutions in Puerto Rico and Bermuda, and identified areas of improvement within their operations. Conducted a comprehensive financial and operational assessment of the Pension Plan and Healthcare systems reforms to be implemented in the Dominican Republic, as proposed by its government.

Arthur Andersen, LLP, San Juan, PR (November 2001 – July 2002)

Business Consultant

Identified and analyzed opportunities for cost savings, and quality and process improvements for the healthcare system in Puerto Rico. Projects included the transition to a single PBM, implementation of various saving plans within the pharmacy network, and a feasibility study for a high cost drug program implementation and "carve-out" possibilities.

COMPUTER & COMMUNICATION SKILLS, CERTIFICATIONS

C++, AutoCAD, Arena Simulation Software, MS Office, MS Project, Primavera, Extend, Simulink, GAMS, Crystal Ball. Speak, read and write Spanish, English fluently; working knowledge of French. Certified real estate agent in Puerto Rico, Lic. 12022. CIAPR, Professional Engineering Certificate Number 23640; FBPE, Professional Engineering License Number 77473. PMI, Project Management Professional (PMP) Certificate Number 2110419. OSHA 30 hours certified. Completed Godman Sachs 10,000 Small Business entrepreneurship certification program at Babson.

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RENOVACIÓN APROBADA: 15 de febrero, 2017

RENEWAL APPROVED ON: February 15, 2017





DEPARTAMENTO DE ESTADO

Department of State

Secretaría Auxiliar de Juntas Examinadoras Office of the Assistant Secretary of State for Examining Boards

La Junta Examinadora de Ingenieros y Agrimensores The Examining Board of Engineers and Land Surveyors

por la presente certifica que hereby certifies that

Ramón José De León Iturriaga

habiendo cumplido todos los requisitos de Ley, se ha inscrito en el Registro de esta Junta como having met all the requirements of law, has been registered as:

Ingeniero Licenciado Licensed Engineer

En testimonio de lo cual, se expide esta licencia para el ejercicio de dicha profesión, bajo el sello de la Junta Examinadora. In testimony whereof, this license is issued to practice this profession, under the seal of the Board of Examiners.

> En San Juan, Puerto Rico, efectivo 15 de febrero de 2017 In San Juan, Puerto Rico, effective February 15, 2017.

Número de Licencia: 23640

License Number

Vencimiento: 14 de febrero de 2022

Expires: February 14, 2022





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RAMON J DE LEON

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Mark Dickson • Chair, Board of Directors

Mark A. Langley · President and Chief Executive Officer

Marl a . Long

PMP® Number 2110419

PMP® Original Grant Date 01 December 2017

PMP® Expiration Date 30 November 2020



ENRIQUE BLANES PALMER, PE

President and Founder – EBP Design Group Consulting Engineers, PSC & EBP Land Surveying Services, PSC

Summary

Mr. Blanes is a Professional Engineer and Land Surveyor registered in Puerto Rico, New York State and US Virgin Islands, with over 45 years of experience in the Civil Engineering field.

Mr. Blanes is a graduate of the University of Puerto Rico, Mayagüez Campus, where he obtained a Bachelors Degree in Civil Engineering with a Major in Sanitary and Structural Engineering.

Mr. Blanes is the founder, sole owner and President of EBP Design Group Consulting Engineers, PSC and EBP Land Surveying Services, PSC. He is currently in charge of the management, marketing and technical decisions of the firm.

With over 27 years of being the President of "EBP Design Group" the firm has become one of the prime planning and all-inclusive engineering firms in Puerto Rico. Currently EBP's capacity ranges from working as the prime professionals in charge of major developments, subcontracting other engineering specialties to high-standard professionals and performing as planners and civil designers under other teams.

Mr. Blanes' hours of experience are almost impossible to count. He is the type of President/boss that is hands-on. He is fully involved with all the clients and in all the project designs. Prior Employment

1985 to Present Founder and President EBP Design Group Consulting Engineers, PSC

1983 - 1985 Independent Consultant

1980 – 1983 Senior Engineer Lebron Associates

1971 – 1980 Civil Engineer Basora & Rodríguez

Affiliations & Certifications

Puerto Rico Engineer & Land Surveyor License Number 6416

New York Engineer License Number 092714-1

US Virgin Islands Engineer & Land Surveyor License Number 0-15120-2B

CIAPR (Colegio de Ingenieros y Agrimensores de Puerto Rico)

NSPE (National Society of Professional Engineers)

ASCE (American Society of Civil Engineers)

Education

BSCE – University of Puerto Rico Mayagüez Campus Majors – Sanitary & Structural Engineering

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ROXANNA LONGORIA FERRER, PE, REM,AP

QUINTAS DE PARKVILLE B-5 GUAYNABO, PR 00969 Cellular 787-510-3616 roxannalongoria@aol.com

QUALIFICATIONS: Skilled professional engineer with over 30 years of experience in the in the private and public sectors.

EDUCATION:

University of Puerto Rico, Mayagüez Campus

BS Chemical Engineering (1980)

CERTIFICATIONS: Professional Engineer License #8736

Registered Environmental Manager REM #8472 Authorized Professional & Inspector OGPe #00030

EXPERIENCE:

Project Engineer Director, MAKRO Importers & Distributors Inc, San Juan, P.R (5/2004 -7/2010)

- Project manager responsible of supervise personnel in the construction, installation of architectural interiors, providing the necessary infrastructure and utilities for various projects, including preparing and maintaining budged and resulting on savings. Following all codes and standards and bringing the construction to completion on schedule.
- Develop a green products library for Leadership in Energy & Environmental Design (LEED) Green Building Council Rating System for buildings seeking LEED certification.
- Ensured full compliance with company requirements, as well as local and federal regulations such as; RCRA, Clean Air Act, Clean Water Act, Sara Title 3 Reporting among other.

Permits and Environmental Consultant, Envirocomp Advisory Group, Guaynabo, P. R. (5/2001-5/2004) (8-2010 toPresent)

- Provides services in all fields which included technical support and regulatory expertise to ensure full compliance with all applicable federal (EPA) and local environmental regulations (EQB).
- Performs internal environmental assessments which included revision of all operations including all related files, as preventive maintenance programs providing actions plans, new procedures (SOP), implementation and trainings.
- Provided support on obtaining ISO 14001 Certifications.
- Performs Environmental Real Estate Assessments for property acquisitions.
- Preparation and revisions of technical reports and other relate documents for obtaining all types of government Permits and Licenses. (Now also as AP & Inspector)
- Provides all services related to Emergency Procedures Plans.

Executive Director, Solid Waste Management Authority, San Juan, Puerto Rico (5/97 – 12/2000)

- Responsible for the administration, development, formulation, implementation of Puerto Rico Government public policy for solid waste management.
- Supervision of Puerto Rico island wide infrastructure plan, including 72 projects of different technologies of over \$ 92 MM construction and operation budged.
- Direct supervision of the Puerto Rico island-wide solid waste characterization studies and the landfill life-span studies. Provided environmental presentations

throughout Puerto Rico and the United States. Papers were presented on the implementation of the solid waste management technologies in Puerto Rico. Papers were presented to the Southern States Energy Board, "Asociación Interamericana de Ingeniería Sanitaria" (AIDIS), National Recycling Coalition, and public and private sectors, among others.

 Provide Island wide recycling education programs with special emphasis on the Puerto Rico solid waste capacity for the next 30 years.

Environmental Manager, Johnson & Johnson Shared Service Caguas, P.R (9/91 - 5/97)

- Provided technical support in the environmental fields to all 14 Johnson & Johnson pharmaceutical facilities in Puerto Rico, Trinidad & Tobago, Dominican Republic, and Jamaica.
- Ensured full compliance with company requirements, as well as local and federal regulations such as; RCRA, Clean Air Act, Clean Water Act, Sara Title III Reporting. Negotiated environmental services contracts for hazardous, nonhazardous, and solid waste disposal, and environmental laboratory sampling and analysis for all U.S. and Puerto Rico operations.
- Coordinated training sessions on environmental, safety and Department of Transportation (DOT) regulations for all Johnson & Johnson Puerto Rico operations.

ADDITIONAL EXPERIENCE:

- Project Manager and Utilities Engineer, Johnson & Johnson Dental Care Company, Inc., Gurabo, P.R. (3/88-9/91)
- Environmental Engineer, Millipore, Cidra, P.R. (4/86-3/88)
- Chief, Industrial Permit Water Program, Environmental Quality Board, S.J., P.R. (12/-4/86)
- Chemical Engineer, Industrial Permit Water Program, Environmental Quality Board, S.J., P.R. (6/80-12/83)

RECOGNITIONS AND AWARDS:

- Recognition by the Puerto Rico Senate to the Members of the Board of Directors of the "Industria y Comercio Pro Reciclaje" (ICPRO) 1996.
- Environmental Quality Board Award for outstanding services as Chief of the Permit and Engineering Division of the Water Program EQB (1986)
- Recognition by the Environmental Protection Agency (EPA) for being part of the Puerto Rico Sewer Authority (PRSA) evaluation team that prepared "Operations and Recommendations of the Special Management Review Team on the Administration Operation, Construction, and Pre-Treatment Management Practices of Puerto Rico Aqueduct and Sewer Authority" (1985)
- Recognition from PR 2000 Organization to the Solid Waste Management Authority (SWMA) in 1999 – The only government institution that has received this award; basically only industries were considered. (Organizational & Leadership Awards)

ORGANIZATIONS:

- Colegio de Ingenieros y Agrimensores-Member
- Industria y Comercio Pro Reciclaje (ICPRO) Board of Directors Ex-Member
- Puerto Rico Manufacturers Association (PRMA) Environmental.

 Committee Ex- Member
- Cámara de Comercio de P.R.- Ex -Member
- AIDIS (Asociación Interamericana de Ingeniería Sanitaria)-Member

REFERENCES:

Available upon request.



LUIS SAMUEL ROMERO PONS

Urb. Colinas del Prado, Rey Carlos street #296, Juana Diaz P.R. 00795 Cell Phone:787-314-7151 E-mail: lromero@customgrouppr.com

OBJECTIVES

To obtain a challenging Engineering Position that will allow me to use and increase my skills and knowledge to grow in the personal and professional field. Offer the best of my capabilities in a progressive enterprise where the opportunity of professional growth, human enhancement and an attractive working environment motivate me every day to work toward the goals of the institution, making it through my performance.

SKILLS

Proficient in computer knowledge including Plan Swift, Windows, Microsoft Office, AutoCad, MathCad, SkethUp 5, Bilingual: Spanish and English. OSHA 10 HRS.

EXPERIENCE

Chief Estimator & Procurement Manager

Custom Homes, Inc., Guaynabo Puerto Rico, 787-793-1742

August 2018 - Present

Responsible for supervising and performing cost estimates and procurement activities for construction projects at Custom to guarantee their compliance with their requirements, specifications and feasibility during the planning and execution stages. Provide assistance to the construction managers throughout the projects' ongoing value engineering and procurement activities by participating in cost control, construction methods evaluations and contract compliance initiatives. Tasks include coordination and assistance to the Project Manager with procurement activities such as status reporting, evaluations, recommendations, submittal preparation, advising and procurements, while ensuring compliance with Buy American Act and other Federal regulations.

- Praderas en Guaynabo, Guaynabo, PR
- Cove by the Sea, Vega Alta, PR
- MetroMedical, Bayamon, PR
- Clinica Verde, San Juan, PR
- Miramar Plaza, San Juan, PR
- Coca-Cola Manufacturing Facilities, Cidra, PR

Facilites Engineer

GMT, Caguas, Puerto Rico

March 2018 - August 2018

Pesponsible for daily work assignment and supervision of the facilities employees. Prepare weekly work plans and adapt them as necessary. Reports to the General Manager.

Kstimator & Supervisor

December 2014 - March 2018

SM Electrical S.E., Mechanical Div., Ponce, Puerto Rico, 787-842-8822

Construction Manager to the plans and specifications of the assigned projects with supervising responsibilities of all the related activities in the projects and office. Worked directly in the administration of the projects budgets, construction materials procurements, supervision of labor personnel, and scheduling. Assisted the Project Manager with procurement issues (status, evaluations, reports, recommendations, advising and procurements) to ensure compliance with Federal regulations such as the Buy American Act. Performed construction take offs & estimates using Plan Swift Software. Key Projects:

- New HVAC System for Table Tennis Court Utuado, PR
- New Emergency Room Medcentro in Ponce, PR



Project Engineer & Estimator

CSCG Inc., Aguada, Puerto Rico, 787-868-4030

Construction Manager to the plans and specifications of the assigned projects with supervising responsibilities of all the related activities in the projects and office. Worked directly in the administration of the projects budgets, construction materials procurements, supervision of labor personnel, and scheduling. Assisted the Project Manager with procurement issues (status, evaluations, reports, recommendations, advising and procurements) to ensure compliance with Federal regulations such as the Buy American Act. Performed construction take offs & estimates using Plan Swift Software. Key Projects:

- Buiding 1 & 3 Expansion at General Electric in San German, PR
- Improvements to Generator & Diesel Tank Area at San Cristobal Hospital in Ponce, PR
- Riggins at C-Axis, GE San German, GE Humacao, Abbots Añasco
- Improvements to Infothech Facilities in Isabela, PR

Project Engineer & Estimator

ALF General Contractors Inc., Ponce, Puerto Rico, 787-848-7123

2011 - 2013

Construction Manager to the plans and specifications of the assigned projects with supervising responsibilities of all the related activities in the projects and office. Worked directly in the administration of the projects budgets, construction materials procurements, supervision of labor personnel, and scheduling. Assisted the Project Manager with procurement issues (status, evaluations, reports, recommendations, advising and procurements) to ensure compliance with Federal regulations such as the Buy American Act. Performed construction take offs & estimates using Plan Swift Software. Key Projects:

- Construction of New Entrance at San Cristobal Hospital in Ponce, P.R..
- Improvements to San Critobal Hospital in Juana Diaz & Villalba, P.R.
- Construction of New Hyperbaric Chamber Room at San Cristobal Hospital, P.R.
- Construction of New Baseball Park in La Joya Guanica, PR
- Construction of 4 New Residences In Rural part of Ponce
- Improvements to Julio E Monagas Skate Park in Ponce, PR
- Improvements to Las Marias Bascketball Court in Juana Diaz, PR
- Improvements to Kennedy Community Bascketball Court in Ponce, PR
- Improvements to Punto Oro Baseball Park in Ponce, PR

Project Engineer & Estimator

Tropitech Inc., San Juan, Puerto Rico, 787-765-7451

2009 - 2011

Construction Manager to the plans and specifications of the assigned projects with supervising responsibilities of all the related activities in the projects and office. Worked directly in the administration of the projects budgets, construction materials procurements, supervision of labor personnel, and scheduling. Assisted the Project Manager with procurement issues (status, evaluations, reports, recommendations, advising and procurements) to ensure compliance with Federal regulations such as the Buy American Act. Performed construction take offs & estimates using Plan Swift Software.

- Key Projects:
 - Construction of Municipal Cemetary Bo. Carruzo in Carolina, P.R..
 - Improvements to Various Schools in Carolina, P.R.
 - Improvements to Bo. Cacao Baseball Park in Carolina, P.R.
 - Roof Sealing Project in Various Buildongs at Fort Buchanan
 - Construction of Recreational Area & Soccer Park at 4th Extension Country Club in Carolina

Resident Inspector & Assistant Engineer

San Ro Engineering Services, C.S.P., Toa Alta, Puerto Rico, 787-870-4859

2007-January 2009



Inspected construction projects according to the approved plans and specification by performing on-site visits and executing administrative responsibilities. Worked directly in the administration of the projects budgets, supervision of labor personnel, etc. Served as contact point between Contractors, Owners and Managers. Performed and coordinated projects meetings, changes orders, break down for payments, and other construction management related tasks and deliverables.

Key Projects:

- Repavement of Various Roads in Narajito, P.R..
- Construction of 10 (ten) Residences at Special Comunnity Rullan in Adjuntas, P.R.
- Construction of Municipal Police Station Bo. Sabana Abajo in Carolina, P.R.

Project Engineer & Estimator

2002 - 2007

A.L.S.G. Design & Construction Inc., Villalba, Puerto Rico, 787-847-0517

Construction Manager to the plans and specifications of the assigned projects. Supevised all related construction activities in the projects and administration office Worked directly in the management of the projects budgets, construction materials acquisition, supervision of labor personnel, scheduling, while assisting the Project Manager with procurement issues(status, evaluations, reports, recommendations, advising and procurements). Key Projects:

- Construction of Retaining Wall at Bo. Guayabal in Juana Diaz, P.R..
- Construction of Pump Sub-station for AAA in Bo. Collores in Juana Diaz, P.R.
- Construction of Pump Sub-station for AAA in Bo. Pita Haya in Arrollo, P.R.

Project Manager Asistant & Estimator

2001-2002

H.G. Construction Inc., Villalba, Puerto Rico, 787-847-0320

Construction Manager and Inspector according to the plans and specifications of the assigned projects. Worked directly in the administration of the projects budgets, construction materials acquisition, and supervion of labor personnel.

EDUCATION

Polythenic University of Puerto Rico, Hato Rey, Puerto Rico Bachelor Science of Civil Engineer, Grad. 2007



RICARDO GUZMAN VIDAL, P.E.

SUMMARY OF QUALIFICATIONS

- Civil Engineer with strong experience in construction management, planning, scheduling, design-build construction projects, cost analysis, calculating quantity takeoffs for construction cost estimates, structural design, among a full spectrum of processes and phases
- Superb blueprint reading skills
- Proficient in Microsoft Office programs (Word, Excel, PowerPoint) and SAP 2000, ETABS, AutoCAD,
 MATLAB, Maple, Mathcad, Microsoft Project and Primavera SureTrack
- Excellent written and oral communication skills in both English and Spanish
- Active membership with the Puerto Rico College of Engineers and Land Surveyors and registration with the Puerto Rico State Department (CIAPR License Number 22482, PE)

EDUCATION

University of Puerto Rico - Mayagüez, PR

2011

M.E. in Structural Engineering

- 3.81 GPA
- Specialization in reinforced concrete retaining walls

University of Puerto Rico - Mayagüez, PR

2003

B.S. in Civil Engineering

Graduated magna cum laude

- 3.42 GPA General
- 3.81 GPA Civil Engineering

EXPERIENCE

Custom Homes, Inc. - Guaynabo, PR

2011 - Present

Director of Project Management & Inspection Services / Senior Project Manager

In charge of the daily Project and Construction Management operations at Custom Homes, Inc. for residential, commercial and industrial projects, including the Initiating, Planning, Executing, Monitoring and Controlling, and Closing stages of its projects. Responsibilities include the implementation of the best methodologies for financial control, record keeping, procurement processes, contract administration, and team management and supervision, further defined as follows:

- Coordinate and supervise field work and subcontractor work
- Prepare and maintain construction project schedule
- Acquire construction materials and supplies in adherence to project schedule
- Coordinate and allocate human resources for the required tasks in adherence to the project requirements
- Resolve and manage construction issues and methods as subject matter expert to guarantee on-time, on-quality and on-budge project delivery.
- Prepare and/or revise general contractor monthly applications for payment
- Prepare and negotiate change order requests
- Participate and lead weekly project meetings
- Prepare submittals and requests for information
- Maintain daily log of activities
- Prepare quantity takeoffs for construction cost estimates
- Prepare damage evaluation and assessment reports
- Participated at the following key construction projects:
 - Aceros de America Roof Reconstruction at San Juan, PR (ongoing)
 - Praderas en Guaynabo Residential Development at Guaynabo, PR (ongoing)

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CAMINOS DEL BOSQUE K301 SAN JUAN, PR 00926 MOBILE 787-459-7901. E-MAIL rguzman@customgrouppr.com

RICARDO GUZMAN VIDAL, P.E.

- Metro Medical Offices at Bayamon, PR (design-build project)
- Clinica Verde at San Juan, PR (design-build project)
- Caribbean Refrescos, Inc. Rehabilitation Project at Cidra, PR (design-build project)
- · Paseo Esmeralda Residential Development at Fajardo, PR
- Cove by the Sea Residential Development at Vega Alta, PR
- The Views Residential Development at Humacao, PR
- Municipality of San Juan Housing Department Offices at San Juan, PR
- El Legado Golf Resort Residential Development at Guayama, PR
- PR Treasury Department Regional Offices at Arecibo, PR
- Olympic Court, Residential Rehabilitations at Las Piedras, PR
- Participated at the following projects as construction manager and/or inspector:
 - San Patricio Plaza Remodel 2017 at Guaynabo, PR
 - Wal-Mart Supercenter at Humacao, PR (After hurricane reconstruction)
 - · Wal-Mart Supercenter at Hatillo, PR
 - Wal-Mart Supercenter at Bayamon, PR (ongoing)
 - South American Restaurants (SARCO) Main Offices at Guavnabo, PR
 - La Trinidad Elderly Rehabilitation at Ponce, PR

EMCG Construction Corp. - San Juan, PR

2010 - 2011

- Project Manager
- Coordinated and supervised field work and subcontractor works
- Prepared quality assurance reports and maintained a daily log of performed works
- Prepared quantity takeoffs for construction cost estimates
- Participated at the following construction projects:
 - Columbus Networks PR Office Expansion at Guaynabo, PR
 - Nuvasive PR Office at Guaynabo, PR

Venegas Construction Corp. – Ponce, PR

2007 - 2010

- Project Manager
- Coordinated and supervised field work and subcontractor works
- Conducted project management duties such as the preparation of monthly certifications, updating of project schedule, arranging subcontractor contract documents, preparing change orders, submittals, and requests for information and participating in weekly project meetings.
- Acquired construction materials and supplies in adherence to project schedule
- Prepared quality assurance reports and maintain a daily log of performed works
- Prepared quantity takeoffs for construction cost estimates
- Participated at the following construction projects:
 - Remedios Radiotherapy Treatment Clinic at Humacao, PR from January 2010 to October 2010
 - Ponce Convention Center at Ponce, PR from July 2009 to December 2009
 - Bahía Beach Golf Clubhouse at Rio Grande, PR from September 2007 to March 2009. Nominated for Premios Obras Cemex.

Edgar Guzman & Assoc., CSP - San Juan, PR Civil Engineer

2005-2007

- Prepared quantity takeoffs for construction cost estimates
- Realized civil site design, including the design of the sanitary sewer system, storm water system, potable water system, control of erosion and sedimentation plan (CES Plan), and grading for various residential projects

Hit

CAMINOS DEL BOSQUE K301 SAN JUAN, PR 00926 MOBILE 787-459-7901. E-MAIL rguzman@customgrouppr.com

RICARDO GUZMAN VIDAL, P.E.

- Prepared and submitted construction permits at various state and federal government agencies, including the Permit and Regulation Administration ("ARPE"), Environmental Quality Board ("JCA"), Department of Natural and Environmental Resources ("DRNA"), Environmental Protection Agency (EPA), Aqueduct and Sewer Authority ("AAA"), and the Road and Transportation Authority ("ACT")
- Performed general construction inspection for multistory building
- Performed structural analysis and design

Edgar Guzman & Assoc., CSP - San Juan, PR

Summer 2004

Civil Engineer

- Prepared quantity takeoffs for construction cost estimates
- Performed blueprint verifications and corrections

Edgar Guzman & Assoc., CSP - San Juan, PR

Summer 2003

Civil Engineer

- Prepared quantity takeoffs for construction cost estimate
- Performed blueprint verifications and corrections

Edison Electric - San Juan, PR

Summer 2002

Laborer

Performed general construction work at the construction of an airport ramp

Edgar Guzman & Assoc., CSP - San Juan, PR

Summer 2001

- Apprentice
- Prepared quantity takeoffs for construction cost estimates
- Performed blueprint verifications and corrections

Edison Electric - San Juan, PR

Summer 2000

Laborer

Performed general construction work at the construction of steel structures

SEMINARS & TRAININGS

Work Order Permits for Dangerous Works June, 2018 30-Hour Occupational Safety and Health: Construction Safety & October, 2012 Health" OSHA December, 2010 Seismic Design of Buildings Under the IBC September, 2010 Universal Stamp of Sustainability LEED Technical Aspects during a Search and Rescue Mission After a March, 2008 Natural Disaster - Haití Experience 10-Hour Occupational Safety and Health: Construction Safety & May, 2009 Health" OSHA May, 2008

Applicable Techniques for Roof Waterproofing

Specification, design y calculations for CMU (Concrete Masonry Units) structures

February, 2006

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EMAIL: gary4633@hotmail.com

(939)639-6882

Objective

To obtain a challenging position that will allow for growth and opportunity to use and apply my education, relevant skills, knowledge and experience under the EHS department to support and ensure that the objectives of the company are achieve.

Selected Experience

HSEQ Coordinator (Jan 2018 – Present) Total Petroleum

Guaynabo Bulk Terminal, Guaynabo, PR

- Conducting Safety and Environmental Inspections, audits & reports
- Contribute with the quality tests verification of the mechanical systems
- Participate of the project coordination to ensure that everyone will be a safe work
- Verification that every task is according with the job hazard analysis, and the safety permits
- Identify the critical activities to give support and established the necessary controls to prevent incident/accident using the events root causes and risk assessment
- · Establish and modify safety requirements according with the condition and behavior
- Responsible to ensure that safety documentation and regulatory posters are in accordance to OSHA requirements
- Ensure that every contractor fulfill project requirements to ensure safety compliance and establish time lines.
- Evaluate and approve safety documentation from contractors: JHA's, rigging plan, training record keeping, certifications and permits
- Keep the Staff aware of all relevant situations, to attend according to priorities. Maintain project manager informed of every important issue and giving the corresponding recommendations according with safety
- Contribute with the development of the safety and health culture in the assigned project
- In collaboration with contractors participate in meetings, determine prevention plans. communicate requirements, and commitment required with HSEO
- Complete purchase requisitions; track inventory levels and determine all personal and safety equipment required.

Environmental Safety and Health Technician (Aug 1995 – Jan 2018) CIC Construction Group, LLC

Guaynabo, PR

- Experience includes: the construction of pharmaceuticals, biotechnology, commercial and industrial projects.
- Create and develop the execution plans for every project including verification of every contractor plan for approval in a multi-employer site. Verification to qualify contractor

Done

- Responds if any incident/accident occurs notifying and investigate to find the route cause to prevent the recurrence. Then prepare the incident/accident report to submit to the management.
- Development and enforce safety requirements related to occupational safety & Health issues, implementing the Safety Program and compliance.
- Experience includes administration of safety programs and the evaluation of different safety standards.
- Site preparation with the different posters law, regulations, and safety rules accomplishing the federal and state regulations, to keep the area in a safety, health and preventing any contamination at our natural resources.
- Coordination of critical activities with client: Confined Spaces, Riggings, height work, Excavations, Lock out and tag out for the dangerous energy sources.
- Approved permits and giving the authorization for the work activities.
- Conducting Safety and Environmental Inspections. Emergency Respond Participation.
- Report and manage situations: accidents, incidents, property damage, altercates between employees, etc. until we determine the final resolution and plan to avoid future cases
- Responsible of the weekly Tool Box meetings
- Offer: EHS trainings and Safety orientation to personnel before starting in the project.
- Evaluation and approvals of JHA's and Rigging Plans submitted by subcontractors
- Calculate the man hour's summary of the company including the subcontractors.
- Preparation of the OSHA 300-A form with the project man hours, personnel and incidents.
- Provide safety instructions to supervisors and manage critical activities to ensure the safety & health of workers
- Submitted recommendations to improve the resource use to obtain the best results in each activity

Academic Background

BS in Health and Industrial Safety

Universidad Central de Bayamón – Bayamón PR

AD Technology in Chemical Engineering

Technological Institute of Puerto Rico, San Juan, PR

Selected Trainings, Certifications & Recognition

- Safety Commitment Certificate Stop Card 's Category
- Crane Safety Awareness
- Confined Space with Rescue Training
- Recognition for the low incidence
- OSHA 500 Trainer Course in Occupational Safety & Health Standards for Construction Industry: Risk management, rigging plan etc.
- OSHA 510 Occupational Safety and Health 30 Hours.
- Safety Leadership Training.





- Train the Trainer in Power Industrial Trucks
- Safety & Occupational Health I & II, University of Puerto Rico
- OSHA 300 and Emergency Response Requirements
- The Supervisor Role on a Safety Program
- Electrical Safety
- · Reading and interpretation of construction plans

Reference upon request





Fernando J. de León Iturriaga, PE

fdeleon@customgrouppr.com

Current Address 40 Calle 10, Apt. 7E Condominio Torrimar Plaza Guaynabo, PR 00969 (787) 379-6958

Permanent Address Roma D-25 Ext. Villa Caparra Guaynabo, PR 00966 (787) 792-4769

DESCRIPTION: Experienced Construction Engineering Specialist who brings expertise in Jobsite Supervision, Quality Control / Quality Assurance and Project Management to any project

EDUCATION:

VILLANOVA UNIVERSITY, College of Engineering Bachelor of Science in CIVIL Engineering, May 2008

Villanova, PA

Minor: Business (SBI 2006) Senior Capstone: Structural Design

ACTIVE CERTIFICATIONS & TRAININGS:

Professional Engineer-License# 24516- Commonwealth of Puerto Rico

OSHA- Construction Site and Safety

OSHA 10 Hour Construction Safety and Health

ACI Concrete Field Testing Technician - Grade I

Q/C Resource Nuclear Gauge Safety

OSHA- Confined Space Awareness Traning

NICET- Level II

Project Management Professional (PMP) Coursework - 35hrs

EXPIRED CERTIFICATIONS:

NETTCP- Concrete Inspector Technician

NETTCP- Soils & Aggregate Inspector

NETTCP- Hot Mix Asphalt Paving Inspector

AREAS OF EXPERTISE:

Jobsite Inspection

Project Estimation and Bidding

Quality Control / Quality Assurance Blueprints Analysis

Construction Supervision

Project Management

Analysis and Reporting

Construction Documentation

Diverse Construction Operations

Computer Software Bookkeeping

Interpersonal Communications

Fully Bilingual (English / Spanish)

PROFFESIONAL EXPERIENCE:

IAN '13 TO PRESENT

DC ENGINEERING SERVICES, PSC

Guaynabo, PR

(Consultant Engineers) MANAGING PARTNER

- Partner responsible for daily operations of inspection services to ensure the compliance of construction laws, codes, and Federal and State funding with regards to the development of lowincome housing projects for the Puerto Housing Finance Authority (PRHFA). Validation experience includes, but is not limited to HOME, LIHTC, Davis Bacon Act and Section 3.
- · Specialized in construction project evaluations (plans, cost & permit), field supervision, project management, project administration, construction code compliance and construction documentation.
- Evaluate feasibility for the development and construction of low-income housing projects.
- Supervise, inspect and evaluate applications for payments during project construction on behalf of the Puerto Rico Housing Finance Authority (PRHFA).

Key Project Experience: Aires de Manantial (120 units), Balseiro Elderly (74 units), Ciudad Jardin Juncos (240 units), Ciudad Lumen (140 units), Galeria Urbana (107 units), Hacienda El Jibarito (138 units), Lucero del Alba (50 units), Ocean Blue (73 units), Parque 228 (156 units), Palacio Dorado (103 units), Paseo Samaritano (121 units), Plaza Apartments (60 units), Valentina I & II (185 units) & Vistas del Boulevard (115 units)



PROFESIONAL EXPERIENCE (CONTINUED):

Jan '13 to Present

CUSTOM HOMES INC.

Guaynabo, PR

(Developers, General Contractor, Project Managers & Inspectors)

CHIEF OPERATIONS OFFICER / DIRECTOR OF RESIDENTIAL DEVELOPMENTS / QUALITY CONTROL MANAGER

- Responsible for the planning and execution of the residential development projects at Custom Homes, Inc. through the application of the good project management principles during all the initiating, planning, execution and close-out stages.
- Manage the necessary resources to allow proper execution of all the related development activities such as design coordination, budget management, permitting, construction and sales per the project's financial and design requirements to guarantee on time, on quality and on budget project delivery.
- Development and execution of quality control and quality assurance programs through the implementation of standardized processes, testing, certifications, reporting and record keeping on all the construction, development and management projects.
- · Ensure that inspections of site activities were carried out according to approved drawings, specifications, procedures, codes and standards. Monitor and maintain traceability of nonconformances with corrective action plans.
- Promote Total Quality Management (TQM) principals through the continuous engagement of the management, administrative and labor personnel throughout all of Custom's service lines.

May '09 to Dec. '12

DEWBERRY ENGINEERS, INC. (Consultant Engineers)

New Haven, CT

RESIDENT INSPECTOR (MARCH'12 TO DEC.'12) - Safe Routes to School, New Haven CT (Construction Cost-\$600k), Fountain St Bus Stop Improvements, New Haven CT (Construction Cost-\$450k) & Brookside Ave. Sewer Modifications (Construction Cost-\$300k)

- · Served as a construction engineering consultant for the New Haven Public Works Department and the Greater New Haven Water Pollution Control Authority (GNHWPCA).
- · Ensured Construction Quality Control thru daily inspection of contractor work and assured compliance to Plans and Specifications;
- Job Tasks included- Inspection Reports, Material Testing, Progress Meetings Documentation, Monthly Estimate Approval, Project Bookkeeping and Change Orders Review and Approval.

SENIOR INSPECTOR (MAY'11 TO DEC. '11- Forbes St. Roadway Improvement, East Hartford -

Project# 11-13 (Cost-\$5,500,000)

 Senior Inspector for a local roadway-resurfacing project in the town of East Hartford, CT. Inspected paving operations on a daily basis. Other work inspected includes: Concrete-driveways & sidewalk. Drainage- Pipes & Basins, Bit. Lip Curb placement, Soil-placement & grading & HMA-Placement.

ADMINISTRATIVE ASSISTANT/ CONSTRUCTION INSPECTOR (MAY' 09 TO MAY '11) - CTDOT 95-212/234, New Milford, CT (Construction Cost-\$13.5 M)

- Observed mayor field operations for a roadway realignment and culvert installation in New Milford CT. Project served as a major improvement to the transit and aesthetics of the town. Inspection covered include: Concrete- curb, retaining walls, parapets & sidewalks, Culvert (8' x 24') placement, Soil- placement, testing & grading, Asphalt-Roads & Driveways, Drainage, Sheeting & Landscaping;
- Supervised, reviewed and processed additional amended work using DOT Cost Plus evaluation procedure. Contractor for this job was Dayton Construction Inc;
- Proficient with DOT server Site Manager for Daily Work Reports, Diaries, Change Orders, by-monthly Estimates, Material Testing & Item finals. Familiar with CT DOT procedures regarding 816 Construction practices & DOT record bookkeeping and correspondence.

IAN '09 TO MAY '09

CUSTOM HOMES INC. (Construction Consultants & Managers)

Guaynabo, PR

- HOUSING INSPECTOR
- Construction inspector and project management assistant in the renovation of a luxurious house renovation in Guaynabo, PR;
- Position required detail inspection of concrete pours, marble & maple wood floor installation, plumbing appliances, Infinity pool, Intelli-Home system, among others;
- Assisted in the representation of the Owner in order to assure a timely completion and minimize budget overrun.

August '08 to Jan. '09

J. C. BUILDERS (General Contractor) ESTIMATING ENGINEER

San Juan, PR

- · Performed plan quantity takeoffs and prepared the necessary bid documents;
- Cost estimated project bids for mid-level offices, apartment renovations & Restaurants. During my time here we were awarded 2 of the 4 projects we bid for.

MAY'07 TO AUGUST'07

F & R CONSTRUCTION, INC. (General Contractor)

San Juan, PR

ASSISTANT FIELD ENGINEER- CAMINO SERRENO, LAS PIEDRAS, PR

- Project Engineer assigned to manage construction operations for the multi-million dollar subcontracted housing development consisting of 101 single-family units;
- · Obtained experience in managing subcontractors by operating as site supervisor of land survey and construction work.

QUILITY CONTROL INSPECTOR- VEGA SERENA, VEGA BAJA, PR.

- · Quality control inspections for jobsite and individual homes;
- · Performed daily water pressure test on cooper pipe lines in order to correct pressure problems found on various houses of stage II;
- Addressed customer issues/concerns as they arise.

SUMMER 2004 & 2005

CUSTOM HOMES INC. (Construction Consultants & Managers)

Guaynabo, PR

ASSISTANT ENGINEER- CAGUAS REAL, CAGUAS, PR

- · Assistant to Administrative Engineer for golf resort homes;
- · Assisted Engineer in monthly bank inspections of invoices submitted by Contractor, which requires Completion of monthly reports to the Bank certifying invoices, evaluation of project progress and inspection of quality of work.

ASSISTANT ENGINEER- THE ALEXANDER, CONDADO, PR

- Assistant to Administrative Engineer for an 18 floor residential apartment building;
- As part of the Home Owner's team, I was required to take record of the weekly project meetings.
- Assisted in the acquisition of the necessary construction permits issued by governmental agencies.

TECHNICAL SKILLS:

Experienced with software programs: ConnDOT-Site Manager, MATLAB, AutoCAD, Solid Works, Microsoft Office Applications, Microsoft Project, Suretrak, and STAAD.

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6.1 WORK APPROACH

6.1.1 Understanding the Goals and Requirements of R3 Program (5 points)

The Homeowner Repair, Reconstruction, or Relocation Program ("R3 Program") strives to aid the long-term recovery and restoration of its unmet housing needs in the most impacted and distressed areas in Puerto Rico caused by the damages of Hurricanes Irma and María. An increase in housing activity will generate layers of economic stimulus, creating jobs across multiple sectors. Strategic revitalization of affordable housing will lead cost-burdened LMI households to a fruitful long-term recovery. The R3 Program will provide relief to those who were impacted by Hurricanes Irma and María while addressing recognized impediments to affirmatively further fair housing as required under the Fair Housing Act. Assistance through this Program will be provided under three primary venues: repair, reconstruction, and relocation. Within the reconstruction or relocation venues, demolition of existing dwellings is an eligible activity.

Custom Homes, Inc. ("Custom") shall provide qualified Construction Managers ("CM"s) to coordinate, design, and construct new single-family housing, as well as remove existing not-to-standards homes; and to repair non-substantially damaged single-family dwellings. As CMs Custom's experienced personnel will assist the PRDOH with the R3 Program goals of (a) returning displaced households; (b) reconstructing housing to higher resilience standards; (c) revitalizing weak and aging housing stock; and (d) moving households out of unsafe conditions by investing our resources to the design, repair, or build single-family dwelling units within short periods of time.

Our CMs will manage the design-build component of projects under the R3 Program, to ensure (a) reducing risks and legal burden to PRDOH and the R3 Program; (b) controlling costs and reducing budget overruns; (c) standardizing design and construction solutions to reduce times from applicant awards to completion; (d) ensuring that work being is performed in compliance with the utmost quality standards; (e) expediting close-out of projects; and (f) implementing green and resilient standards as part of R3 Program.

As CMs, Custom will work closely with other contractors/consultants retained by the PRDOH for the R3 Program and other programs. These contractors include, but are not limited to, the Call Center Operator, the Program Managers, the Environmental Consultants, and the Cost Estimators, among others.

The PRDOH, as the agency responsible before HUD for the CDBG-DR grant management, will promote the implementation and compliance in coordination with the Governor's Office, Central Office of Recovery, Reconstruction and Resilience (COR3), the Puerto Rico Public Housing Administration (PRPHA), federal partners, local government agencies, civic organizations and the public, while abiding to the approved Action Plan dated July 29, 2018.

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Scope of Services

Custom pursues the qualification to provide Level 2 Construction Management Services to manage the design, demolition, abatement, repair, and construction components of projects under the R3 Program. Services are described as follows:

- <u>Design</u>: Custom shall be responsible for all aspects relating to the design of repairs to non-substantially damaged single-family homes, as well as the design of new single-family homes to replace those deemed substantially damaged under the R3 Program guidelines, including the design of demolition work for substantially damaged homes.
 Design activities include: i) adequate design planning and standard design per the user's requirements, ii) effective design development coordination and compliance with schedules, technical requirements, relevant codes, and standards, and iii) guaranteeing completion of the design on-schedule and on-budget.
- <u>Site Preparation and Environmental</u>: Custom shall be responsible for incorporating the findings of environmental reviews into their designs for demolition, repair, or new construction works, including permitting and certifications approvals.
- <u>Permits</u>: Custom shall be responsible for obtaining all relevant permits and approvals for the projects. Such permits include but are not limited to: i) demolition permits, ii) leadbased paint removal permits, iii) asbestos removal permits, iv) construction permits, and v) use permits, as they may be applicable to projects.
- Construction: Custom shall be responsible for the implementation of all demolition, repair, or new construction works as designed and approved under demolition, environmental, and construction permits, as applicable. All risks associated to construction completion, related to both time and budget for completion, as well as defects of construction shall be borne by Custom. Construction responsibilities include: i) effective coordination of activities among designers, contractors, owners, and any other stakeholders, ii) providing adequate construction safety measures, iii) clarity in design documents, iv) proper procurement and planning of available resources, v) completion of construction works per contract requirements, vi) achievement of high standards, codes, or prescribed levels, and vii) proper allocation of human resources, sub-contractors and suppliers.

Requirements

- Mandatory Requirements. Custom shall pursue a Level 2 Construction Managers
 qualification based on its financial capacities and past experience in projects. With over
 34 years of experience in the construction industry, Custom has the necessary resources,
 both human and financial, and expertise to properly execute the Contract per the terms
 and conditions specified on this RFP. Key requirements are as follows:
 - CDBG-DR Grant Requirements. Because the Contract shall be being funded with CDBG-DR federal funds, the Contract shall be governed by federal terms and conditions.

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- Insurance Requirements. Upon award of this RFP, Custom shall provide the minimum required insurance policies and coverages per details presented on Attachment 5 (OSPA).
- Local Participation; Minority Business Enterprise; and Section 3. All of Custom's engaged Team Members and Key Individuals are local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as promoted by the PRDOH. Custom is a certified Minority Business Enterprise by the National Minority Supplier Development Council (NMSDC). Pursuant to compliance with Section 3 initiatives, Custom has presented its Plan within this RFP that establishes the employment and training goals, the participation certification procedures, and preference given in the award of subcontracts to Section 3 Business concerns.

Comparable Projects

- Custom has selected EBP Design Group as a Team Member in compliance with the requirement of at least five (5) projects within the last ten (10) years for the architectural and engineering (A/E) design services, with an estimated construction cost greater than or equal to \$1,000,000 per project.
- Custom has selected Primeco Builders as a Team Member in compliance with the requirement of at least five (5) projects within the last ten (10) years to manage the repair and construction components of the R3 Program, with an estimated construction cost greater than or equal to \$2,000,000 per project.
- Custom has selected DEK as a Team Member in compliance with the requirement of at least two (2) projects within the last ten (10) years to provide abatement services and manage the demolition and abatement components of the R3 Program.

o Financial Requirements

- Custom has obtained a certificate by a surety agency qualified to do business under the laws of Puerto Rico, indicating that its organization is fiscally stable and capable of obtaining sufficient bonding to cover a minimum of \$5,000,000.
- Custom has secured a third-party confirmation, dated within the thirty (30) days previous to the Proposal submission, of an unencumbered line of credit of a minimum of \$2,000,000 with a financial institution.

<u>Technical Requirements</u>

- Experience, Past Performance, and Record of Integrity. Custom has established its experience, past performance, and record of integrity for the provision of designbuild services under the CDBG-DR grant or Federal grants per the presented documents on Exhibits A-1 and A-2, which includes Exhibit B-2 for the Comparable Projects.
- Management. Custom's experienced personnel is capable of handling the CM Services for the R3 Program. A list of Key Staff will be maintained by the Custom throughout the engagement per PRDOH's requirements as included in







Attachment 2 (Scope of Work), along with the requirements and roles of each. Custom has provided the qualified personnel's information for the Key Staff identified below:

- Senior Project Manager
- Design Lead
- Permitting Lead
- Procurement Lead
- Construction Lead
- Occupational Safety Lead
- Quality Control Lead
- o References. Custom has provided references for both design and construction services performed for past or current clients on the Statement of Qualifications included on Exhibit A-2. References provided are as follows:
 - Design References: Two (2) separate references and their cantact information for PRDOH to contact during the evaluation of the RFP.
 - Construction References: Five (5) separate references and their contact information for PRDOH to contact during the evaluation of the RFP.
- <u>Cost Requirements.</u> Cost requirements have been presented for each of the six (6) proposed Model Homes plus the ADA variance, including soft and hard costs per the RFP requirements on Exhibit O-2 of this proposal. Proposed maximum budget shall be for the following:
 - Single-Story 2-Bedroom Model Home
 - o Single-Story 3-Bedroom Model Home
 - o Single-Story 4-Bedroom Model Home
 - o Two-Story 2-Bedroom Model Home
 - o Two-Story 3-Bedroom Model Home
 - Two-Story 4-Bedroom Model Home

6.1.2 Approach to General Administration and Coordination of CM Services (10 points)

Custom is a full-service residential real estate development, project management and general contracting firm that has been providing services to residential market over 34 years in Puerto Rico. Our comprehensive value-added services create an environment that minimizes risk and maximizes returns for all our ventures, allowing our projects to be delivered on time and on budget.

Founded in 1984, Custom has built a solid reputation for market excellence, drawing on a rich history of quality, stability and innovative leadership in the construction industry over the years. It is this heritage that allows us to possess the strong financial credentials and stability to achieve the success of our projects.

Facilities / Offices. Custom shall provide a <u>dedicated facility</u> to the administrative personnel, Key Staff and Team Members during the engagement of the R3 Program. This facility allows a centralized organizational structure capable of coordinating, monitoring and contracting all

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areas of the projects based on the Program's needs. In addition, Custom shall have its warehouse accessible to stakeholders to facilitate procurement activities, material inventory / availability and the necessary equipment to perform the required services.

Organizational Structure. Our structure goes well beyond providing the Team Members & Key Staff required by the RFP. To operate a successful organization, administrative and field staff shall be provided to guarantee proper execution in all stages. Custom's administrative personnel provides support in other key areas such as accounting, financing, legal, human resources and information technology allowing the selected Key Staff to achieve its goals by concentrating its efforts on the defined responsibilities and roles directly related to the R3 Program.

- Key Staff
 - Definition of Responsibilities clear roles and responsibilities for all required seven (7) Key Staff has been defined through the use of approved employment contracts developed by Custom's legal counsel per the Local and Federal labor laws and regulations. Responsibilities and experience for each Key Staff has been selected and vetted per the guidelines presented on Section 3.2 of Attachment 2 of the RFP Documents.
 - Presence Key Staff shall have full-time presence on Custom's facilities dedicated to serve the R3 Program.

Additional Support Staff

- o Administrative additional administrative staff is considered to handle daily corporate activities, including (but not limited) to accounting, legal, information technology, human resources and financial planning.
- o Project Coordinators & Supervisors best management practices for construction projects include ongoing on-site inspections for the projects by providing the necessary field support and supervision to all our subcontractors. Field supervisors and project coordinators shall vary according to the assigned volume of projects with a proposed ratio of one coordinator from the CM per every five (5) projects.

Guidelines & Manuals. To properly execute the proposed CM Services, Custom shall develop a Project Management Plan that provide clear guidelines and processes to all stakeholders. Included within this Plan, the following must be abided by all participants within the proposed organizational structure:

- Operations Manual our operations manual is the documentation by which Custom
 provides guidance for its members and employees to perform their functions correctly
 and reasonably efficiently. It documents the approved standard procedures for
 performing operations safely to provide the services as required for the R3 Program.
- Employee Manual our comprehensive employee manual has been prepared to familiarize our employees with the standards, practices, regulations, and benefits in effect at Custom. All staff and administrative members shall abide by these standards, while promoting an environment ethical behavior on the workplace.

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Personnel Training. Although our Key Staff and administrative personnel have over ten (10) years of experience in the industry, Custom strongly believes in promoting their professional development. Proper training not only improves the qualify and productivity of their daily activities but ensures that risks are mitigated and standardized procedures for maximum efficiency. Employee trainings include (but are not limited to):

- o Areas of Responsibility
- Labor Regulations
- o Team Building
- o Skills Development
- o Occupational Safety

Processes. As an established engineering firm, Custom has managed to streamline and standardize its key processes as it relates to its construction and administrative operations. Processes shall be clearly defined with process flow charts, reporting requirements and milestone definitions.

Technology and Information Systems. Custom offers our staff innovative information tools that enables our team to readily access all related project information using collaboration tools and specialized software for the construction industry. Software shall be as follows:

- Project Management Software Procore
- Design software AutoCAD
- Administration Software MS Office 365
- Accounting Quick Books
- R3 Program Software to be provided by the PRDOH
- Data Protection & Backup I.T. Protect & CrashPlan PRO
- Collaboration Tools MS SharePoint

Sub-contractors. Subcontractors are key stakeholders during Custom's participation in the R3 Program. It is Custom's goals to provide the best quality of service, while ensuring on-time and on-budget completion on all its projects.

- o Payment Terms Custom shall strive to pay its subcontractors within seven (7) calendar days upon the approval of their invoices, regardless of payment receipt from the PRDOH. The proposed payment terms guarantee a steady production rate and work volume to meet the established goals and contractual agreement with the PRDOH.
- Contract all contracts shall be based on standard AIA documents with clear compliance with the following requirements:
 - amounts (i.e. margins, labor laws, etc.)
 - contract types
 - change management process
 - occupational safety plan review
 - quality control plan acknowledgment
 - compliance with State, Local, Federal and R3 Program requirements

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- Materials to guarantee on-time completion, Custom shall provide its subcontractors with key materials as defined on the projects' design documents.
 These materials shall be acquired in bulk per approved Submittals and stored for immediate delivery to subcontractors in Custom's warehouse.
- Contract Requirements (i.e. federal, state and R3 Program) contracts shall be validated in compliance with all Local and Federal regulations by Custom's legal counsel.
- Performance Evaluations evaluations are key in defining the subcontractor's capabilities, workmanship and quality. They shall be performed per the established Quality Control & Quality Assurance protocols presented on Section 6.1.6 of this document.

6.1.3 General Experience and Knowledge of Local Standards of Design and Construction Requirements in Puerto Rico (25 points)

Custom comprehensive service lines, which include Development, General Contracting and Project Management, provide the necessary experience and knowledge to execute residential projects from the initial stages of the Design to the Construction and Close-out stages. These service lines are key to validate Custom's experience as each develops specific knowledge and experience that can only be achieved by this horizontal integration and its synergies.

Development, Design and Construction Experience / Overall Knowledge of Requirements in PR. As residential developers and general contractors, Custom and its Team Members are responsible for the construction of over 5,000 residences in Puerto Rico since 1984. Developers are engaged in all their projects during all the project stages such as Planning, Pre-design, Design, Contract Award and Bidding, Construction and Close-out; each with a specific set of requirements to ensure compliance with regulations and customer's needs.

- Planning and Pre-design The initial phase of every project starts with understanding the Key Stakeholders' needs, which includes in this case the regulatory agencies, prospective Residents and R3 Program Managers. However, these needs define the project requirements that are aligned with the Local and Federal regulations for compliance. Several elements are essential during this initial stage, most of them defined by the regulatory environment were the project is located; some are as follows:
 - Zoning & Permitting Requirements
 - Planning Board Parameters
 - Design Criteria
 - Restrictions
 - OGPe and/or Autonomous Municipalities Processes
 - Site Location / Selection
 - FEMA Maps
 - Geological Surveys
 - Design limitations (i.e. density, construction area, patios)





- Accessibility (i.e. municipal roads, state roads, private roads, limitations)
- Existing Conditions
 - Geotechnical (i.e. soil bearing capacities)
 - Surveys (i.e. slopes, access, easements, property lines, "as-built")
 - Legal (i.e. property title, legal restrictions, covenants)
- <u>Design & Permitting</u> Key to any successful project is incorporating the
 aforementioned requirements to comply with the Local, State and Federal
 regulations. This stage considers compliance of the following items by certified
 professionals:
 - Building Codes Compliance
 - Construction Documents (i.e. drawings, specifications, submittals)
 - Consultants (i.e. mechanical, electrical, structural)- all selected consultants shall have active CIAPR registration and licenses per trade to fulfill the specialized certifications needed for Permit approval.
 - Permitting all relevant permits and approvals for the projects shall be obtained by Custom; such permits include (but are not limited to), as they may be applicable:
 - Demolition
 - Lead-based Paint Removal
 - Asbestos Removal
 - Model Home Model Home permit shall be submitted to the permit entity upon approval by the R3 Program team
 - Construction the construction permit process starts with acquiring the
 necessary endorsements particular to each project from the related
 government agencies as may be required by the permit office based
 on its location (OGPe vs. Autonomous Municipality). Such
 endorsements include but are not limited to the following: i) PREPA, ii)
 PRASA, iii) Municipality, iv) DTOP, v) DRNA, vi) EQB, vii) Fire and Safety,
 and viii) USCOE.
 - Use Permit final documents for the Use Permit shall be prepared by Custom with the exception of the Designated Inspection Certification and Reports to be prepared by the R3 Program; such documents include, but are not limited to: i) General Contractor's certification, and ii) Plumbing and Electrical certifications.
- Construction and Close-out Custom provides experienced qualified personnel to coordinate and monitor the daily construction activities, procurement procedures, quality controls, scheduling and personnel performance. Our comprehensive reporting structure renders the Owner daily reports, inspection documents and certifications related to the contracted construction project, while providing our projects with a centralized office for all administrative procedures. The tasks performed by our Construction Managers (CM) ensure the due progress and proper execution of the project in terms of the Contract Documents, Design Specifications and Project's Requirements. Custom's ongoing Monitoring & Controlling Processes

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allows us to efficiently identify any potential deviation from the Project Management Plan, including changes in scope, time, quality and/or costs, and report our recommendations to our Key Staff for immediate implementation.

Key Personnel Qualifications. Selected personnel and Team Members for Custom's team has sufficient experience and prior responsibilities related to the development, design and construction of residential units in Puerto Rico, all in compliance with the requirements presented on Section 3.2 of Attachment 2 of the RFP documents.

Integration of the design and construction components of the Construction Management Services is key to success of all projects. Custom shall use specialized PM Software such as Procore to guarantee efficient documentation, tracking and interaction between the Design and Construction personnel. The PM Software allows proper tracking and roles assignments as required to complete key documents prior and during the construction process. These key documents include, but are not limited to RFIs, cost tracking, permits and submittal approvals.

- o <u>Interaction of the Construction Lead with Design Lead during the RFP process</u> In addition, other support staff shall interact directly with the Design and Construction leads to expedite the process during the initial processes by assisting in Value Engineering initiatives and Code Compliance, such as:
 - Cost Estimator
 - Custom Director of Construction
 - Sub-contractors
 - Suppliers
 - Key Staff & Team Members
- Interaction of the Construction Lead with Design Lead during the Contract process –
 providing key information is crucial to the success of the Projects. Design Lead shall
 assist the Construction Lead in providing the necessary documentation to properly
 engage all personnel and/or sub-contractors.
 - Engage Consultants (as-builts, surveys, geotechnical evaluations, etc.)
 - Pre-construction meeting (user's needs)
 - Damage Assessment Report Evaluation
 - Environmental Report Evaluation
 - Site visit and assessment
 - Reporting
 - Design Variations particular to each project site

6.1.4 Approach to Ensure All Local, State, and Federal Permit Requirements for R3 Program (15 points)

Because the Contract shall be being funded with CDBG-DR federal funds, the Contract shall be governed by Federal terms and conditions; thus, our approach to ensure compliance shall be as follows:

Processes

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- Review Task Oder and Damage assessment reports to develop a compliance checklist for local, state, and federal permit requirements per each project's specific needs
- Identify all applicable local, state and federal regulations
- Develop procedures and tools to reduce the aggregate time required to conduct t reviews and make permitting decisions, while improving accountability and transparency
- Channel permit submission through Lead Permit Manager for approval prior presentation to related agencies
- o Define roles, responsibilities and tasks to team's personnel per areas of expertise
- o Perform risk assessments of regulatory, permitting and environmental issues
- o Identify resources as subject matter experts to assist Permit Lead
- o Establish inter-team communication protocols
- o Identify key contacts within each regulatory agency
- o Develop a process map as guideline for permit approval
- Implement quality control and quality assurance plan

Accountability

Promote accountability of certified permit documents to qualified personnel

Knowledge & Training

- Promote in-depth knowledge and understanding of the regulations that pertain to each specific project to address any concerns at the forefront of the permitting process.
- Compile all applicable local, state and federal regulations on binder accessible to team members

Tools

- Develop an online Permit Dashboard for team collaboration and reporting, including status, process maps and requirements.
- Make use of electronic information tools, such as email distribution lists to dissemin ate information about the project to designated team members

Reporting

- o Generate daily logs
- Create a compliance chart per design task and deliverables at different stages of development to allow proper monitoring
- Update Permit Dashboard
- o Standardized sign-off forms to be approved by Permit Lead

Implement Best Practices such as follows:

 Identify Stakeholders (i.e. permit lead, design lead, construction lead, government agencies, PRDOH)







- effective consultation and early coordination among project sponsors, ag encies with potential permitting responsibilities, and project stakeholders
- o Ensure timely decisions
- o Improve coordination between local, state and federal regulatory agencies
- o Increase transparency
 - Transparency of permitting and review processes, timelines, and delays all ows team members, officials, and other stakeholders to make informed decisions regarding the ir resources
- Training

6.1.5 Approach and Plan to Ensure Safety during the R3 Program (10 points)

Custom provides a safe environment for all employees, subcontractors and the general public in full compliance with OSHA standards in addition to implementing a full safety plan tailored to the R3 Program requirements.

CM's Plan

- Develop, implement and maintain the overall safety plan for the projects –
 Custom's safety plan is a comprehensive manual prepared and validated by experienced safety officers.
- o Develop, implement and maintain safety protocol enforcement procedures
- o Develop, implement and maintain safety protocols related to:
 - Prevention
 - Communication Protocols
 - Site Inspections
 - Correction of Safety Issues
- Prepare and conduct safety meetings and training with the group leaders
- Assign tasks and manage the safety compliance team's personnel
- Promote responsible safety and health practices during the abatement, demolition, construction, closeout and warranty phases of the projects
- o Promote ethical behaviors and work ethic within the safety compliance team

Sub-Contractors' Checklist

- o Perform pre-construction meetings
- o Review of sub-contractors' occupational safety plan
- o Perform trainings and presentations for the safety compliance activities
- Project specific safety maintenance plan
- o Identify sub-contractors' safety personnel (point of contact)
- o OSHA and Department of Labor Regulatory compliance
 - Posters
 - OSHA 300 & OSHA 300A forms
- Standardized forms Custom forms shall be readily available to all subcontractors; they include, but are not limited to:







- incident report
- safety data sheets' binder
- hazard communication
- warning labels
- Rules & regulation acknowledge forms by sub-contractors and Custom's personnel

Safety Trainings

- o Identify and develop key topics (i.e. submittals evaluations, rigging plans, protocols, high risk events, OSHA, PROSHA, personal protection equipment, and safety inspections) to ensure proper execution of the proposed scope of work. Topics will be selected based on the needs of each particular project as recommended by OSHA.
- Frequency trainings and safety meeting to all related personnel shall be performed prior to commencement of any construction project. On-going training to sub-contractors and Custom's personnel shall be performed with a frequency not less than once a month.
- Location initial safety meeting shall be performed by Custom's safety personnel at the project site prior commencement of any project. General safety meetings with all stakeholders shall be performed on Custom's facilities on an on-going basis.

Reporting & Analysis

- Incident analysis
- o incident metrics tracking
- o prevent future events prevention protocols preparation
- o status reports

6.1.6 Approach and Plan to Ensure Quality of Design, Demolition, Abatement and Construction for the R3 Program (10 points)

Custom and its sub-contractors are responsible for constructing the work in accordance with the plans and specifications of all the assigned projects. The contractor's QC / QA is the systematic implementation of a program of inspections, tests, and production controls to attain the required standards of quality and to preclude problems resulting from non-compliance during all the stages of the project.

Design Activities - The Design Consultant is responsible for the overall quality of the final
design product and is required to incorporate the review of all sub-consultant's work into
the project specific Designer Quality Control plan. Our Design Quality Control Plan helps
to ensure that designs are economical, constructible, maintainable and appropriate for
their locations and surroundings during the initial Model Home design as well as during
the initial design adjustments required prior to construction start.

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Work Approach CDBG-DR-RFP-2018-09



- o Prepare, approve and implement CM Quality Control Plan, which includes:
 - Verification that the design and project documents are produced with due diligence using acceptable industry standards, appropriate techniques, available resources and reasonable decisions by competent design professionals
 - Validation that all materials in proposed design are in accordance with the requirements for the completeness, accuracy and constructability with applicable building codes and program specifications.
 - Validation that the project meets the applicable codes with all relevant engineering and architectural disciplines been effectively integrated
 - Verification that concepts, features, methods, analyses, details and project costs are appropriate, valid, fully coordinated, and correct.
 - Verification that level of detail of the data used in the design drawings and specifications are appropriate for the complexity of the project.
 - Validation that the project documentation is appropriate and adequate for the design milestone.
 - Documentation of any deviation from guidance and standards shall be identified and properly approved.
 - Validation of design submittals
 - Validation of design team's roles and responsibilities
 - Adherence to design schedule and completion dates, including time required for design, review, value engineering and preparation of final construction documents.
 - Performance of weekly QC team meetings
 - Maintenance and review documentation of inspection of work executed by design team
 - Record Keeping and Filing / Document Control Procedures All design documents, once reviewed and approved, will be captured by electronically scanning them and saving them in a read only format in the project record file folder on a designated server.
- Standardized Forms
 - Quality Control Plan Acknowledgement includes lead designer and engaged consultants
 - Design Quality Control Checklist, which includes:
 - Format review
 - Functional design review
 - Consistency review
 - Constructability review
 - Calculations review
 - Building Codes & Standards certification
 - Easement Quality Control Checklist, which includes:
 - Property owner information
 - Easement components
 - Survey components







- Sign-off Form for Design Submittals
- Demolition, Abatement and Construction Activities
 - o Prepare, approve and implement CM Quality Control Plan, which includes:
 - Verification of materials as per project plans and specifications (submittals)
 - Development of means and methods to store and protect materials
 - Documentation of inspection status of materials
 - Documentation for material and administrative approvals
 - Validation that all materials and construction are in accordance with the requirements for the completeness, accuracy and constructability in accordance with applicable building codes
 - Perform weekly QC team meetings
 - Maintain and review documentation of inspection of work executed by subcontractors
 - Inspection Processes
 - Preparatory Meetings Preparatory Meetings are performed prior to the beginning of any construction work. Preparatory Meetings are conducted by the Quality Control Manager and/or designee after a complete review of all applicable plans, specifications, shop drawings and related submittals. At the preparatory meeting, the superintendent and foreman must coordinate with the CM's Quality Assurance, Quality Control and Safety personnel and introduce their plan for accomplishing the work. The following items shall be discussed during the meeting:
 - Review of applicable specifications
 - Review of applicable plans and shop drawings
 - Review of related submittals and a check that all related submittals, shop drawings and materials have been tested (if applicable), submitted and approved
 - Review of the detailed sequence of the execution of the work
 - Discuss required testing and frequency
 - Review provisions to ensure controlled inspection and testing
 - Examination of the work area to ensure that all required preliminary work has been completed and is in compliance with the plans and/or specifications
 - Examination of the related material, review of the Receiving Material Inspection Reports and verification that the items received are in compliance with the contract and are properly stored
 - Review of the Site Safety Plan to ensure that all safety precautions are met and the required safety equipment has been purchased and is available.
 - Review the document and the workmanship expected for the Site Verification Checklist

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- Meeting Minutes are recorded and sent to Custom's Document Control within 48 hours of the conclusion of the meeting.
- Initial Inspection Initial Inspections are performed at the beginning the construction work or if the required standard of work is not being met. An Initial Phase Checklist is completed for each item on the Site Verification Checklist and distributed at the initial inspection. The same personnel who attended the Preparatory Meeting also attend the Initial Inspection. These include the Superintendent and Foreman, Safety Personnel and the Quality Control Staff. The following tasks shall be performed during these meetings:
 - Review the minutes of the Preparatory Meeting and verify that the work complies with the design documents (ie, submittals, specifications and/or shop drawings)
 - Resolve all differences
 - Verify adequacy of inspection and testing
 - Establish a level of workmanship and verify that it meets the requirements
 - Provide documentation of the previous inspection of the work area
 - Re-examine the work area for compliance
 - Meeting Minutes are recorded and sent to Custom's Document Control within 48 hours of the conclusion of the meeting
- Follow-up Inspections Follow-Up Inspections are performed periodically to ensure that the controls established during Preparatory Meeting and Initial Inspection continues to provide a product that conforms to the contractual requirements. The following tasks shall be performed during these meetings:
 - Construction activities are inspected by Quality Control personnel in accordance with the Quality Control Procedures and the Quality Control Reports
 - Installation and testing activities which do not comply with the requirements are documented on a Non-Conformance Report
 - Modifications, repairs and/or replacement of materials and/or parts performed subsequent to Final Inspection require replacement of materials and/or parts installed. Re-inspection and re-testing are required to verify acceptability. Inspection and testing documents are submitted to Custom's Document Control and are filed and maintained in accordance with Quality Control Testing and Verifications Report.
- Quality Control Testing and Verifications this procedure establishes the methods to be used when performing the tests listed in the specifications per the Quality Control Testing and Verifications Report (indicates specification paragraph, test frequency, responsibility, and testing laboratory). Test reports are submitted to Custom's Document Control

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and are filed and logged with other project documentation. Procedures are as follows:

- The Quality Control Lead reviews the testing requirements to ensure that the planned tests are in accordance with the design documents: ie, plans, specifications, shop drawings and/or other documents.
- Technicians performing tests provide copies of calibration certificates and their field notes and reports to the Quality Control Manager.
- Custom's verification of the tests does not relieve the Subcontractors of their obligation to comply with the requirements of the Contract Documents.
- Test reports, when completed, are attached to the Contractor's Quality Control Report and submitted to Custom.
- Submittal Review all submittals shall be reviewed, certified and managed by the Quality Control Manager to ensure compliance with the project's specifications. Guidelines for review shall be as follows:
 - Review all of the information attached to the submittal.
 - Ensure that all the pages associated with the enclosures are attached to the submittal.
 - Review the applicable design documents.
 - Ensure the supporting documents are legible.
 - Submit a detailed written report pertaining to the review of the submittal in a timely manner to the Senior Project Manager.
 - Ensure that the sample received and/or material received complies with the submittal.
 - Notify the Construction Manager if material is installed without a submittal; then request a submittal.
 - Maintain and file submittals so they are readily retrievable.
- Punchlists & Final Inspection the QC Report reports Punch List items (deficiencies) to the Construction Manager's team for corrective actions; corrections must be accomplished within the time stated in the Contract. Upon notification of the corrections of all the items listed in the punchlist, QC team will proceed to the final inspection, issue the acceptance letter and proceed to the close-out procedures.
- Standardized Forms
 - Quality Control Plan Acknowledgement includes sub-contractors acknowledgment form quality control manager, project manager, superintendents, foreman and safety manager.
 - Preparatory Meeting Checklist
 - Initial Phase Checklist
 - Quality Control Testing and Verifications Report
 - Stop work authorization letter
 - Site Verification Checklist

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- Quality Control Reports
- Non-Conformance Reports
- Submittal Review Reports
- Construction Punchlist
- Contract independent testing laboratories
 - Soil testing
 - Concrete testing

6.1.7 Approach to Ensure Services are Provided within Program Cost Caps and Schedule (15 points)

- Program Cost Caps Assurance
 - Sub-contractors Contract
 - Repair activities shall be presented itemized at a fixed price similar to the approved price list by DOH on Exhibit O-1
 - Reconstruction & Relocation activities shall be presented itemized at a fixed price similar to the approved price list by DOH on Exhibit O-2
 - Contracts shall have a detailed change management process to avoid any discrepancies with the project requirements.
 - Cost Management Plan the plan shall be performed during the initial planning stages analyzing the project requirements through analytical techniques, and meeting with suppliers, designers and consultants.
 - Cost Control Custom's Control Costs Process is concerned with influencing the factors that create changes to the <u>Cost Baseline</u>, ensuring requested changes are agreed upon, managing the actual changes as they occur, and assuring that potential cost overruns do not exceed the authorized funding periodically and in total for the project.
 - Tools & Techniques
 - Earned Value Management (EVMS)
 - Forecasting Earned Value (EV) calculations are generated to create forecasts of both cost and schedule completion.
 - To-Complete Performance Index (TCPI) TCPI is the calculated projection of cost performance that must be achieved on the remaining work to meet a specified goal. The TCPI is an Earned Value calculation.
 - Performance Reviews Performance reviews compare the cost and schedule performance over time. It usually includes variance analysis, trend analysis and earned value performance.
 - Variance Analysis
 - Project Management Software
 - Deliverables







- Work Performance Measurements The primary work performance measurements are all Earned Value (EV) measures such as Cost Variance, Schedule Variance, Cost Performance Index, and Schedule Performance Index.
- Budget Forecasts
- Change Requests if analysis of project performance causes request changes in one or more aspect, it shall be recorded and presented to the Senior Project Manager for appropriate action.
- Reports
- Program Schedule Assurance
 - Schedule Management Plan the Plan shall the guidelines to effectively control the project schedule by defining the following:
 - Scheduling methodology and tools such as MS Project software to be used
 - Determine schedule baselines
 - Determine key performance indicators (KPIs) and metrics to be used on the project to identify variances
 - Establish variance thresholds requiring action and rules on how variances shall be managed
 - Define schedule change control process with the required procedures
 - Schedule Control our Control Schedule Process is able to determine the current status of the project in terms of the schedule.
 - Tools & Techniques
 - Performance Reviews measurements and analysis of schedule information
 - Project Management Software Custom uses MS Project to analyze more accurately and timely the schedule data
 - Resource Optimization Techniques techniques to effectively control the schedule to ensure the most efficient use of our resources.
 - Modeling Techniques ongoing evaluation of alternative methods other than the process selected may be necessary to complete the project per the established goals.
 - Leads and Lags adjusting the leads and lags defined in the project schedule may be used to find ways to bring the project to completion on time.
 - Schedule Compression schedule compression techniques (crashing and fast tracking) shall be considered as a method to get project activities that are behind back on track.
 - Deliverables
 - Work Performance Information work performance measurements represent the calculated SPI and SV values for the deliverables on the project.

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- Schedule Forecasts forecasts shall the expected completion date as an ongoing effort to achieve on-time project completion.
- Change Requests if analysis of project performance causes request changes in one or more aspect, it shall be recorded and presented to the Senior Project Manager for appropriate action.
- Reports

6.1.8 Approach to Applicant's Complaints and Warranty Issues (10 points)

- A Lead Warranty Manager shall be designated to overview and manage the complaints and warranty issues with the Residents, subcontractors and DOH Program Managers.
- Client's Warranty Request Process
 - Resident shall submit detailed written complaints and/or warranty issues via electronic or regular mail to predetermined address
 - Resident received acknowledgment of claim receipt
 - Warranty Ticket (WT) shall be generated by Warranty team in Custom's standardized format and assigned a unique tracking number
 - Warranty Master Control (WMC) shall be updated to include tracking number,
 Resident's information, submitted claim date, delivery date and resolution status
 - WT is evaluated per contract requirements, final approved punchlist by Resident during closeout procedures and delivery date. Based on the aforementioned criteria WT shall be updated to include approval/denial of claim and reason.
 - Resident in coordination with related contractors will be notified of approved/denied WT items, and appointment scheduled and recorded on the WTC
 - o Resident shall sign as approved the WT upon completion
 - WMC status shall be updated
- CM's Operational Processes & Guidelines
 - Development, tracking, and certification of the projects' specific closeout checklist and binder for the projects;
 - Preparation and certification of the closeout procedures and documentation, related to the closeout process, including but limited to: checklist, record documents, permits, taxes, certification, insurances, and warranties claim procedures;
 - Perform closeout and warranty meeting with the warranty team and stakeholders;
 - Assign tasks and management of the warranty team personnel upon evaluation of WT
 - o Identify and allocate resources to the warranty activities;
 - Perform status reports, trainings and presentations for the closeout and warranty activities to CM's team and sub-contractors.
 - Document and resolve outstanding closeout and warranty issues such as final inspections, non-conformance work, and outstanding debts;
- Standardized Forms & Reporting

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- Acknowledgment of Receipt
 - Warranty Master Control
 - Warranty Ticket

Timeframe

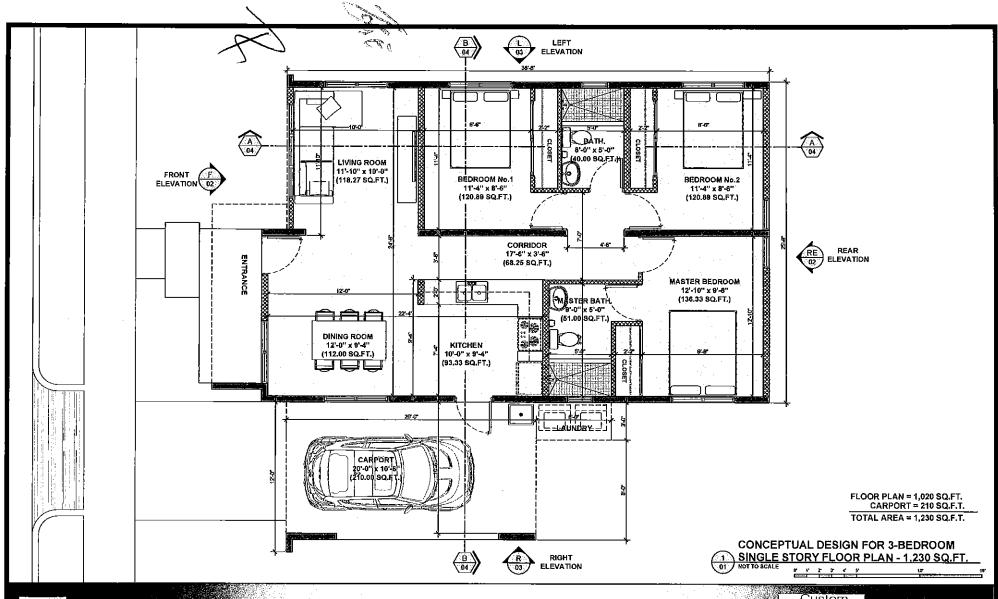
All claims shall be processed and resolved within ten (10) labor days of receipt.
 Priority and expedited timing shall be given to claims with urgent nature within forty-eight (48) hours' notice.

Conflict Resolution

- Warranty Team shall be responsible for the daily revisions and approvals of the submitted claims by Residents.
- o In the event that WT evaluation is not accepted by Resident, Warranty Manager shall provide a full report to the Senior Project Manager with all supporting documents for revision. Senior Project Manager may contact DOH designated Program Manager for dispute resolution when necessary.

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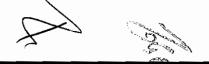


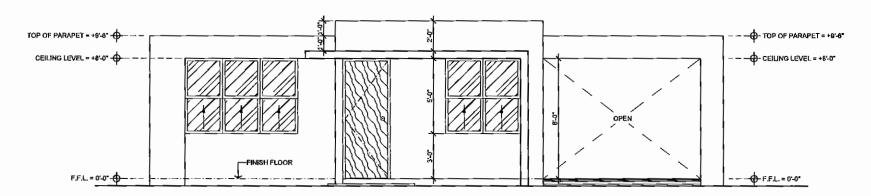
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HOMEOWNER REPAIR, RECONSTRUCTION, OR **RELOCATION PROGRAM CONSTRUCTION MANAGERS** CDBG-DR-RFP-2018-09

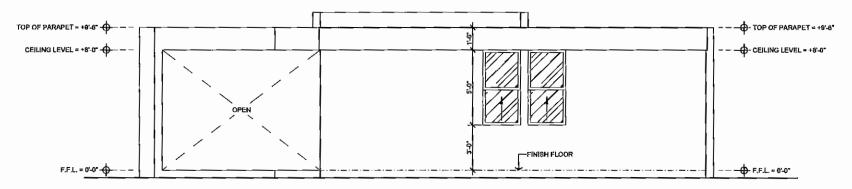








F CONCEPTUAL FRONT ELEVATION MK'D 8CALE: 1/4" = 1'-0"



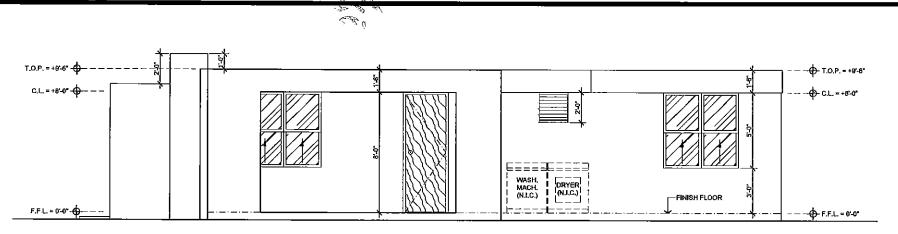
RE CONCEPTUAL REAR ELEVATION MK'D

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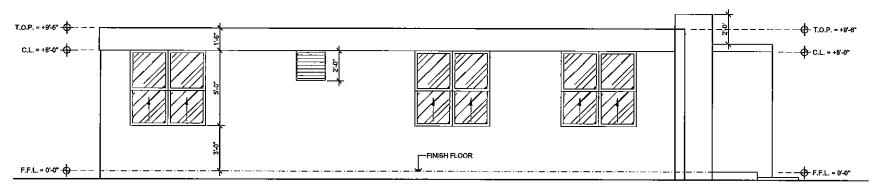
HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09







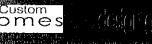
R CONCEPTUAL RIGHT ELEVATION MK'D SCALE: 1/4" + 1'-0"



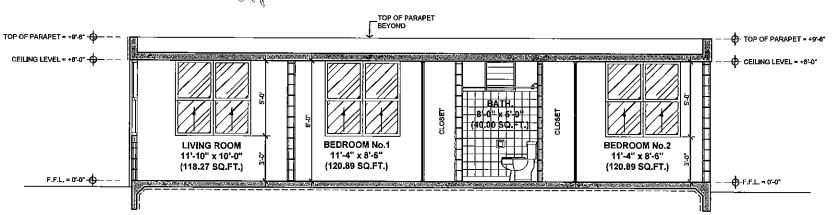
CONCEPTUAL LEFT ELEVATION MK'D



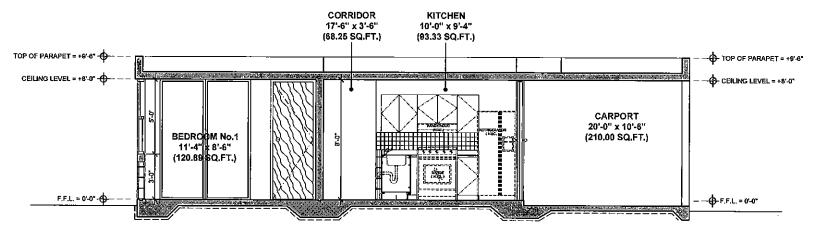








A CONCEPTUAL SECTION "A-A" MK'D



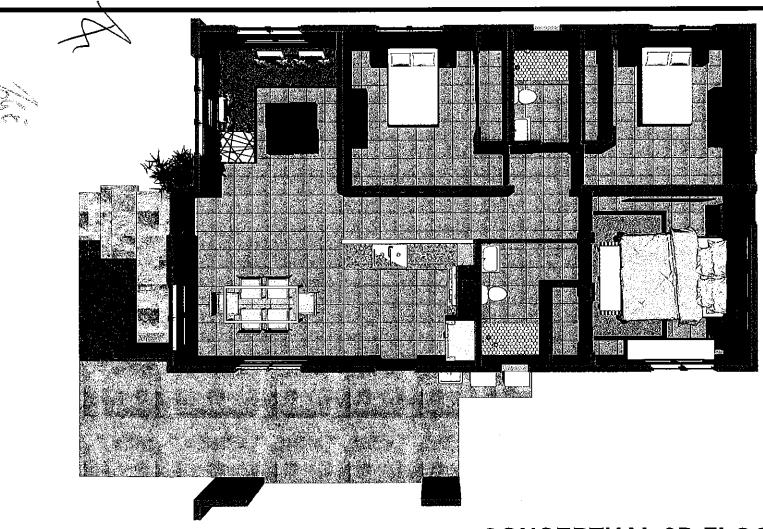
B CONCEPTUAL SECTION "B-B" MK'D

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HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09







NOTE: ILLUSTRATIONS AND FINISHES ARE CONSIDERED ARTISTIC CONCEPTS, AND SUBJECT TO CHANGE UPON PRESENTATION OF FINAL CONSTRUCTION DOCUMENTS.

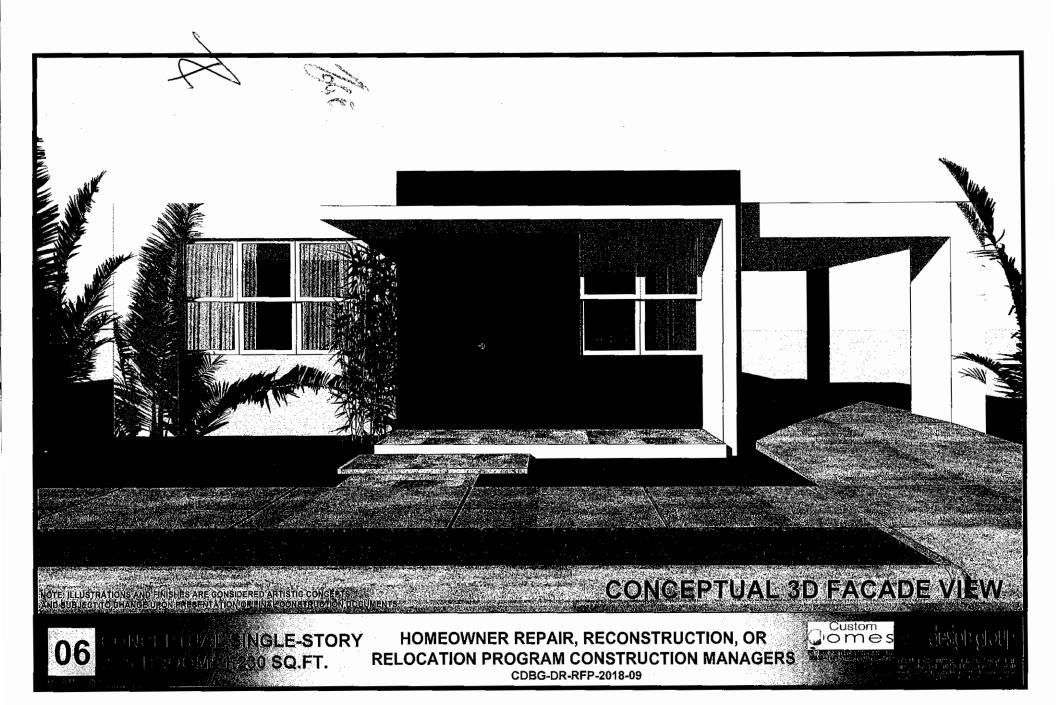
CONCEPTUAL 3D FLOOR PLAN VIEW

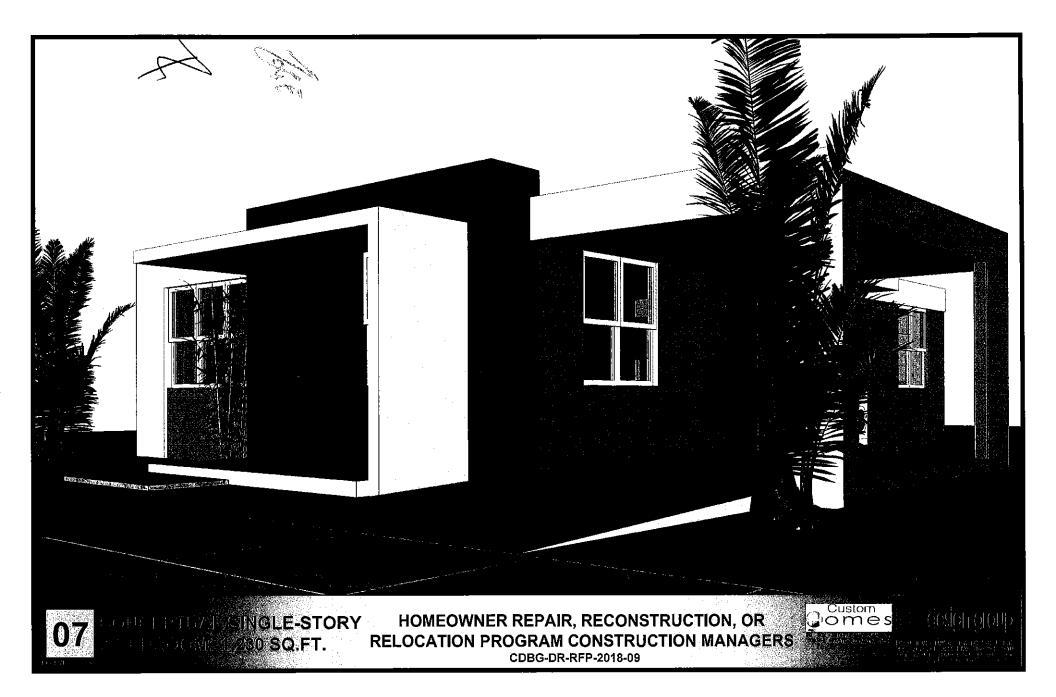
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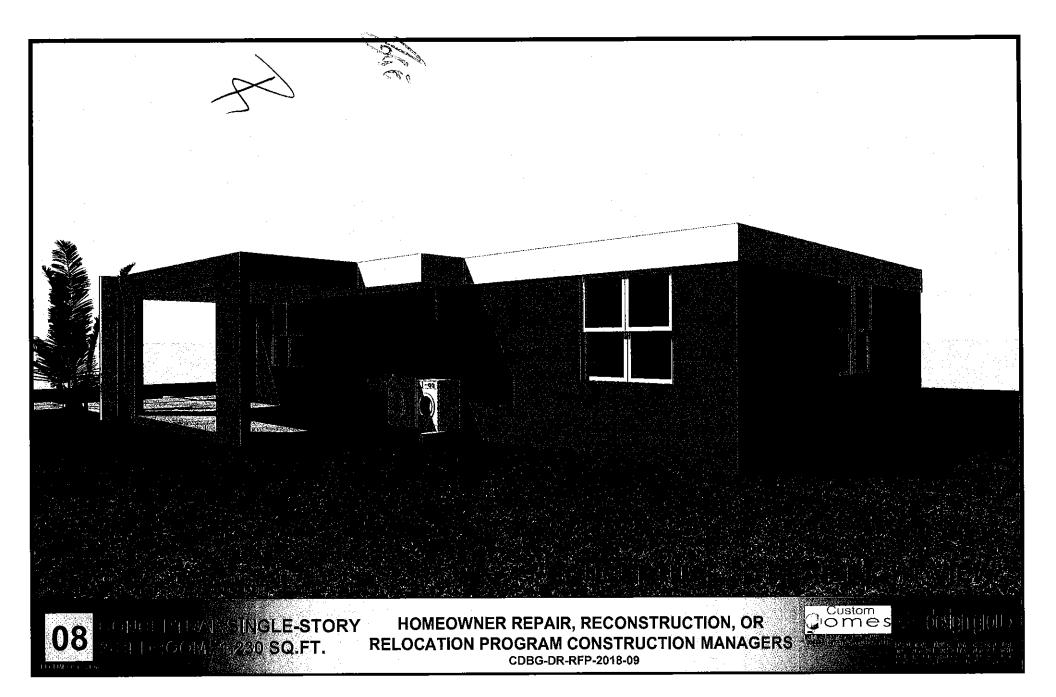
HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09

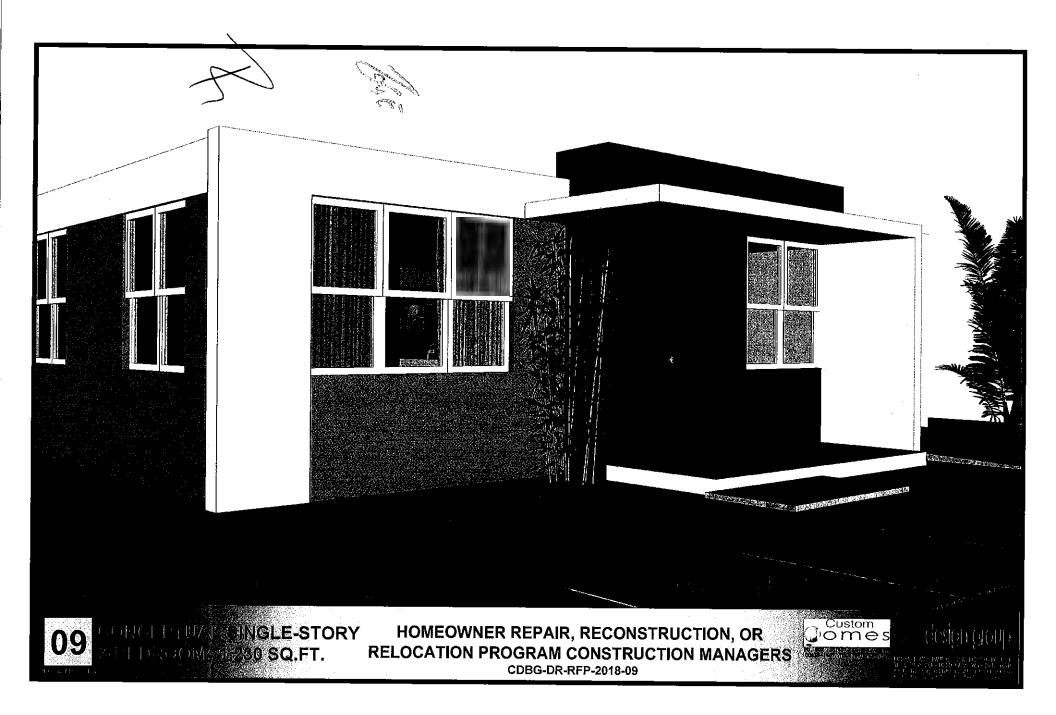


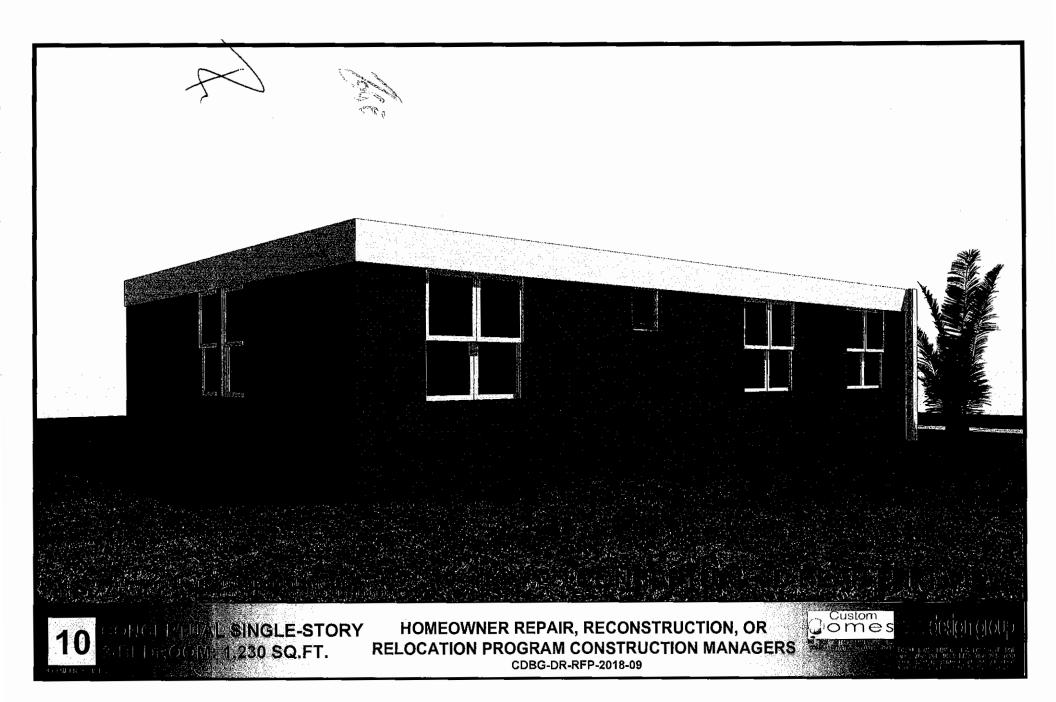


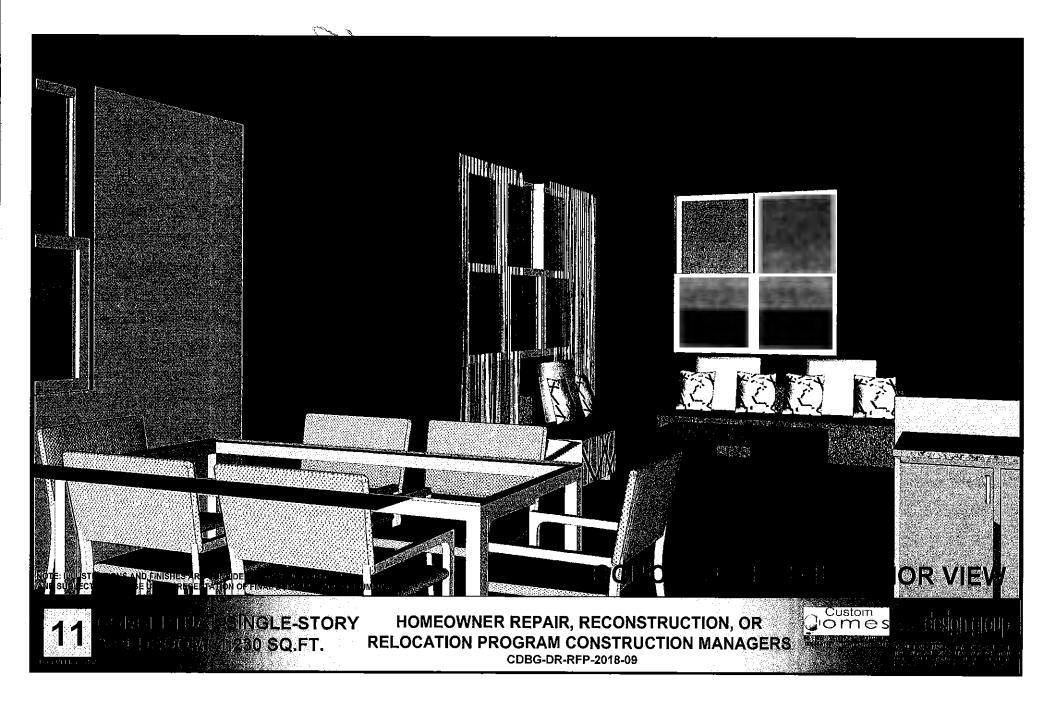


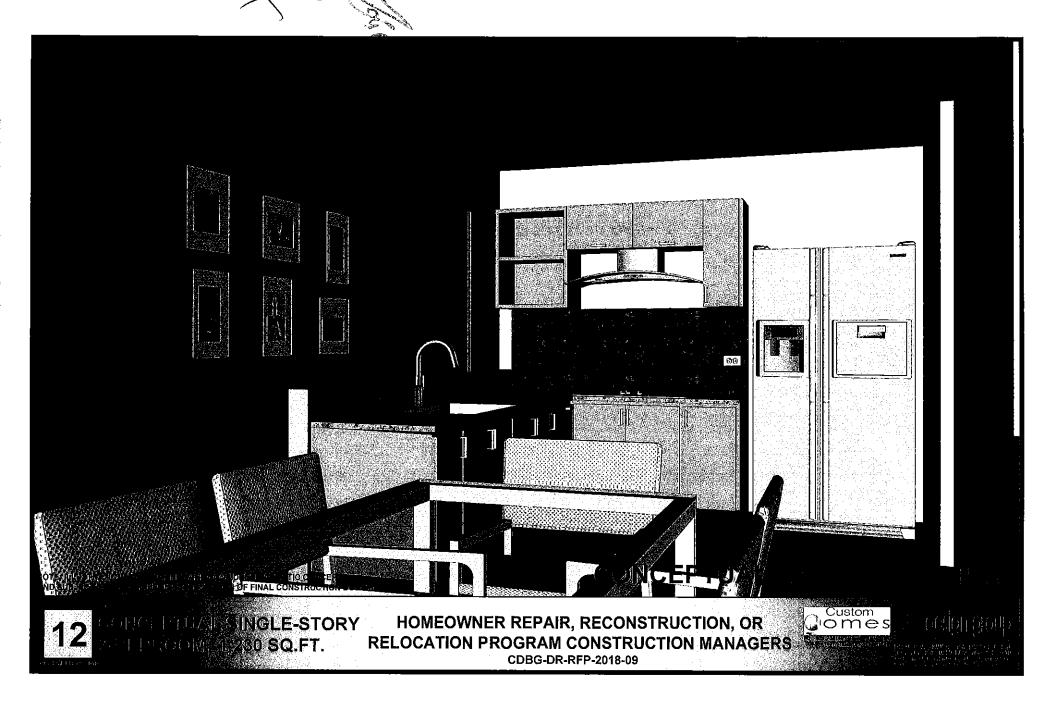




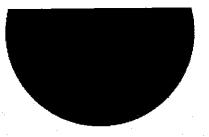












3 BEDROOM SINGLE-STORY

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Design Narrative

A home must fit its owners' current and future needs and provide safer conditions for the homeowners, preserving the safety and health of the community. An innovative, resilient and sustainable design has been prepared, easily modified to comply with the American with Disabilities Act (ADA) variance per the RFP requirements.

1. Codes and Versions Used for Model Home Design:

Through the R3 Program, Custom seeks to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with the most current applicable Puerto Rico and Federal construction codes and standards. Construction of the proposed replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code, while incorporating Green Building features. All work performed by Custom complies with the most current Puerto Rico and Federal design codes and standards including, but not necessarily limited to:

- Planning and Capacity Building (Section 105(a) (12) of the HCDA);
- Energy Development Goals (Section 105 (a) (16) of the HCDA);
- Puerto Rico Building Code, most current approved version;
- International Building Code (IBC) and its applicable volumes, most current approved version;
- International Fire Code (IFC), most current approved version;
- Americans with Disabilities Act (where required);
- NFPA 101 Life Safety Code, most current approved version;
- Puerto Rico Firefighters Code; most current approved version;

- Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use
- Building Energy Code, most current approved version;
- American National Standard Institute (ANSI);
 most current approved versions;
- Applicable Environmental Regulations
- American Concrete Institute (ACI)
- Applicable HUD terms and conditions
- National Electrical Code (NEC), NFPA 70; most current approved version
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

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Cont. Design Narrative

2. Spaces Provided and Layout Functionality

Custom proposes through its design a sustainable and resilient model home that considers the highest possible standards within the State and Federal Building Codes. Our 3 bedrooms / 2 bathrooms one-story model offers its residents an open space layout that improves the overall functionality of a truly residential home. This single-family dwelling consists of 1,307 sf of construction area generating a living area of 1,019 sf plus a covered single carport, porch & laundry areas. Areas have been distributed to achieve and exceed compliance and maximum efficiency per the guidelines presented on the RFP documents. Summary is as follows:

Space	RFP Requirements	Custom Proposed	Compliance
Front Porch	60 sq. ft.	60 sq. ft.	Yes
Kitchen	90 sq. ft.	93 sq. ft.	Exceeds
Living / Dining Area	240 sq. ft.	272 sq. ft.	Exceeds
Bedrooms (w/closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	136 sq. ft. (at least one) 121.00 sq. ft. (others)	Exceeds
Bathrooms	-	91 sq. ft.	-
Corridors & Common Areas	-	185 sq. ff.	-
Carport & Laundry	-	228 sq. ft.	-
Total Area	1,000 sq. ft.	1,307 sq. ff.	Exceeds

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This model has been thoughtfully designed to incorporate the use of simple spaces, ensuring a reduction in the expected time of construction and innovative methodologies, while maximizing the gross living areas. An open kitchen concept to the dining/living area allows excellent ventilation, circulation, natural lighting and resilience to the entire space.

3. Proposed Construction Materials & Quality

Even though Puerto Rico's geography represents a challenge in producing construction materials, local resilient materials will be used. Cement, sand, wood (doors) and windows amongst others will be acquired through local suppliers and manufacturers abiding by Local and Federal regulations, including, but not limited to the Buy American Act, Executive Order No. OE-2018-033 and Act 109 of 1985. The primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the RFP requirements. Special considerations will be pursued, including, but not limited to the following materials:



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- Windows single-hung windows with impact resistance glazing in compliance with energy efficient factors such as .40 SHGC and 1.2 U values, and structural certifications of +/-70 PSF.
- Thermal & Moisture Protection proposed roof waterproofing system complies with the Building Energy Code with installation capable of resisting uplift forces per the most recent Building Code.
- Sanitary Equipment compliance with regulations for water conservation initiatives and standards.
- Water Cistern 600-gallon PVC cistern (UV resistant), anchored to withstand hurricane force winds according to applicable code, in case of rupture;
- Solar Water Heater anchored to withstand hurricane force winds according to applicable codes;
- Warranties (i) for Roof Waterproofing works 10 years; (ii) for Solar Water Heaters 5 years; (iii) for Equipment and Appliances 1 year or as provided by manufacturer (whichever is greater); and (iv) for general construction items 1 year.

4. Proposed Construction Methods and Innovations to be Used

Ast.

Custom's Construction methodology refers to the planned method of construction, taking into account all contractual and legal requirements, construction constraints, risks, and opportunities for each project specific site. Our methodology includes the temporary and permanent works and the services required to complete the construction works. Construction Procedures shall be as follows:

- Engineering, Surveying and Design Specifications
- X
- i. Field Survey and Geotechnical Investigation Before construction can commence, a site survey and topographic studies will be performed to stake out the exact location of the proposed residence, site characteristics, utilities connections and accesses. Once the surveys are complete, a detailed geotechnical investigation will be performed to identify subsurface conditions which will dictate the parameters (bearing capacity) of the design work of the foundations based on subsurface soil types and strength properties by sampling and lab testing.

Cont. Design Narrative

- ii. Design and Construction Specifications The design and construction specifications arecustom tailored for site-specific conditions by Custom's technical staff and engineers based on the data that has been gathered, including geotechnical information, environmental and site characteristics. The Project engineering team will also ensure that all aspects of the specifications as well as the actual on-site construction comply with all the applicable federal, state and local codes and good industry practice.
- iii. Permitting and Agency Requirements
- **b.** Abatement, Demolition and Site Preparation
 - Abatement if abatement measures are needed, Custom shall implement such measures and obtaining environmental clearance, including permits, testing and certifications in accordance with any federal, state, and local requirements for such works prior demolition.
 - ii. Demolition Custom's demolition activities ensures that house structure has been removed and the resulting materials disposed as required by the demolition design, permits, and regulations; methods includes: i) removal of all debris, trash or unsuitable materials, ii) preparation of grading for the structure and site per the demolition design and flood analysis, and iii) debris disposal per Local and Federal regulations.
 - iii. Earthwork Construction activities will begin with site preparation, including the construction of Project site access and erosion control procedures dictated by the EQB. Cut-to-fill and cut-to-waste operations considers the geotechnical recommendations to ensure proper compaction methods for the dwelling's foundation by removing 12" of the existing soil material directly related to the lot pad and introducing to the site suitable material (borrow fill if necessary) per the Geotechnical Report.

c. Innovations in Dwelling Construction

i. Foundation & Structure Construction - Primary material of construction for the structure will be cast-in place re-enforced concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. Custom's design team considers the use of Structural Insulated Components (SICPs) and pre-fabricated concrete on certain elements of the structure and interior masonry supplied by local manufacturers. This innovative solution will allow our proposed design to improve energy efficiency, mitigate potential challenges related to the site access, increase cost efficiency and reduce construction time, while achieving compliance with the most rigorous

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Building Codes.

- ii. Plumbing & Electrical Construction
 - Plumbing as Custom strives to provide the best quality of materials, plumbing rough-in considers "state of the art" polymer conduits with mechanical pressure fitting products that guarantees proper connections and durability; thus, preventing future claims related to potential leaks.
 - Electrical electrical components shall be implemented according to the latest Building Energy Codes, National Electrical Code (NEC), NFPA 70 and Green Building compliance.
- iii. Finishes and Standards all finishes and standards shall encompass all the traditional building methods in line with Puerto Rico's housing expectation, including compliance with sustainable and resilience standards.
- d. Project Construction Delivery & Close-out Procedures
 - i. Preparation of Closeout Checklist and Binder (Homeowner)
 - ii. Preparation of Closeout Checklist and Binder (PRDOH)

5. Energy Efficiency and Water Conservation Considerations

Energy consumption is one of the major contributors to climate change. An efficient and resilient home has been designed, in order to use minimal energy to light and run appliances through the use of energy star rated appliances and equipment. LED Lighting has been considered, since it significantly reduces energy cost and bulb replacement frequency. Water conserving fixtures, such as faucets and shower heads shall have reduced or low-flow water usage. This type of fixtures was considered during the design process (e.g. bathrooms have showers, not bathtubs). Similarly, solar water heaters reduce the energy expense and consumption; this equipment will be secured to withstand hurricane force winds according to applicable codes.

Rough-in for photovoltaic cell panels and electricity generator installation is provided, as well as a 600-gallon PVC cistern (UV resistant), anchored to withstand hurricane force winds according to applicable code, in case of rupture.

Design considers the capacity of insulating materials to resist heat flow by using efficient windows & glazing, structural elements, and thermal and moisture protection barriers, amongst others. The higher the R-value, the greater the insulating power.

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Cont. Design Narrative

6. Sustainable and Resiliency Design Considerations

Our design incorporates resilient materials and characteristics into the proposed replacement home model. Custom shall include resilient materials like concrete, as well as resilient characteristics like seismic restraints for equipment and windstorm resistant for exterior windows.

Windows and doors represent weak points in any structure. Efficient windows and doors will be selected and installed, certified as impact resistance and in compliance with energetic applicable codes. Sustainable materials will be used that avoid Volatile Organic Compounds (VOCs) as low VOC paint or glues during the construction process.

Exposure to natural light is another beneficial aspect for both physical and psychological health; therefore, all rooms shall have access to increased natural light and ventilation.

A sustainable house needs to be built to last. Durability is essential for sustainable construction. This house should be built suitable to our climate and environmental circumstances. This design was created considering the longevity and timeless spaces, since different life stages may change the use of space with ease.

7. Expected Time for Construction

All required design, permitting, lead and asbestos abatement, and replacement home construction work shall be completed within one hundred and twenty (120) days from the end of the design and permitting period.

8. Strategies for Maintaining Designated Budget

Custom's Cost Management Plan encompasses all the necessary elements that guarantees on-budget completion of all our projects as time of completion and quality assurance play a pivotal role for maintaining the designated budget. Several key elements include in the Plan are as follows:and permitting period.

- Cost Controls Custom's Control Costs Process is concerned with influencing the factors
 that create changes to the Cost Baseline, ensuring requested changes are agreed upon,
 managing the actual changes as they occur, and assuring that potential cost overruns
 do not exceed the authorized funding periodically and in total for the project. Tools &
 Techniques include: i) Earned Value Management (EVMS), ii) Forecasting, iii) To-Complete
 Performance Index (TCPI), iv) Performance Reviews, v) Variance Analysis, and vi) Project
 Management Software.
- Value Engineering ongoing value engineering processes related to the construction methodology, material selection and innovations shall be performed during all design and construction stages.

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- Design Submittal prior to the Model Home approval by the regulatory agencies, Custom's engineering and design teams will approve all the required materials in compliance with the project's specifications, ensuring material availability and cost control.
- Supplier Negotiations Custom has engaged during the design and pre-construction stages the local suppliers and manufacturers to guarantee material availability and pricing of the selected material throughout the contract duration.
- Inventory Requirements as materials in Puerto Rico are limited, Custom will secure the
 appropriate required inventory to guarantee proposed production rates by pre-paying
 key materials, storing them in Custom's local warehouse and facilitating them to the
 different trade contractors.
- Supervision & Administration Custom has assembled an experience staff team per the
 requirements of the RFP, including a management team with the necessary resources in
 line with the work burden assigned by the PRDOH Program Managers.
- Quality Control / Quality Assurance Protocols Custom and its sub-contractors are
 responsible for constructing the work in accordance with the plans and specifications
 of all the assigned projects. Our QC / QA provides a systematic implementation of
 programed inspections, tests, and production controls to attain the required standards
 of quality and to preclude problems resulting from non-compliance during all the stages
 of the project, to ensure budget compliance.

9. Green Standards Compliance

All reconstruction or new construction will meet an industry-recognized standard that has achieved certification under the "Permiso Verde" from the "Oficina de Gerencia de Permisos (OGPe)", which goals include: i) maximize energy efficiency, ii) reduction of gas emissions, iii) decreased potable water consumption, iv) increased collection and reuse of rain and gray water, and v) improved internal environmental quality of residences.

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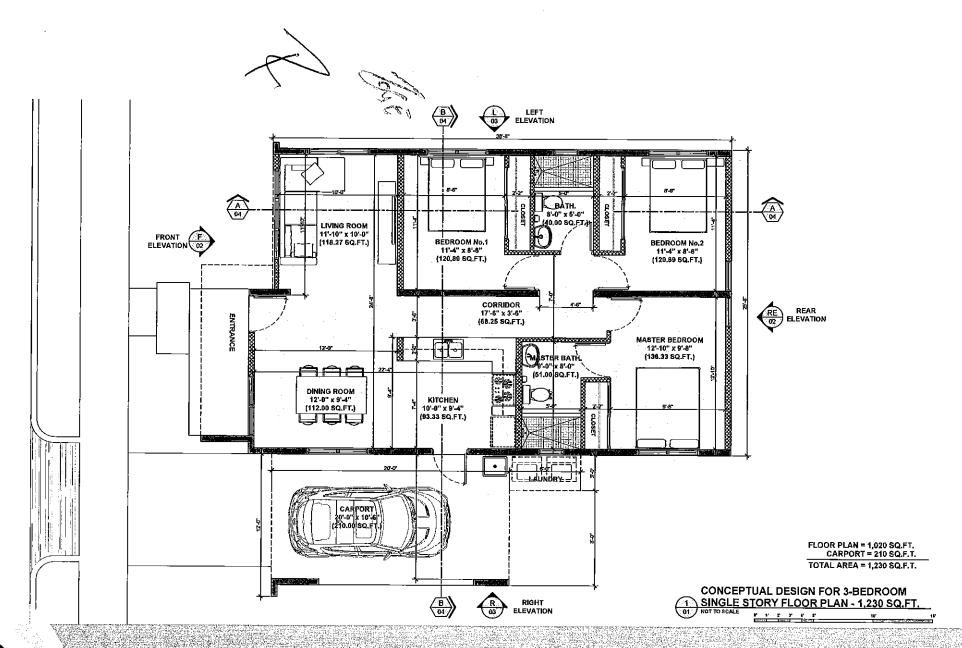


HOMEOWNER REPAIR,
OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS

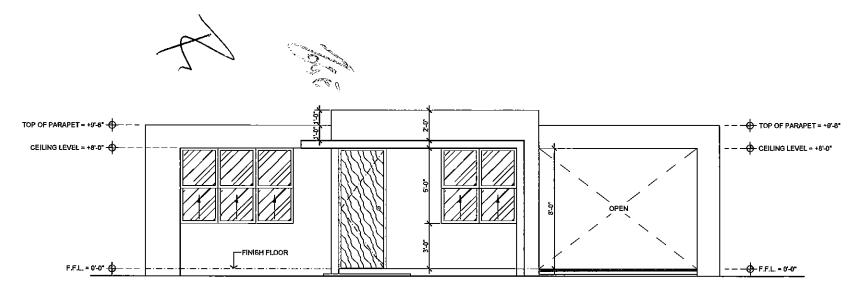
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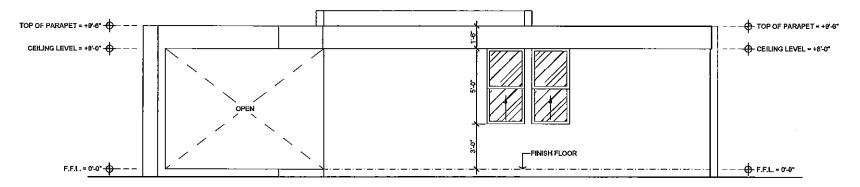








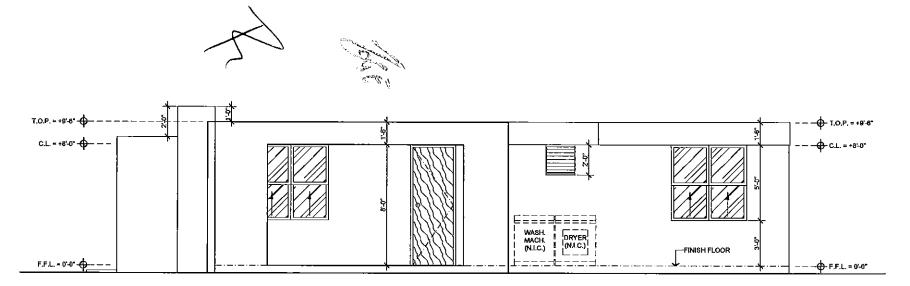
F CONCEPTUAL FRONT ELEVATION MK'D O2 SCALE: 1/4" = 1'-0"



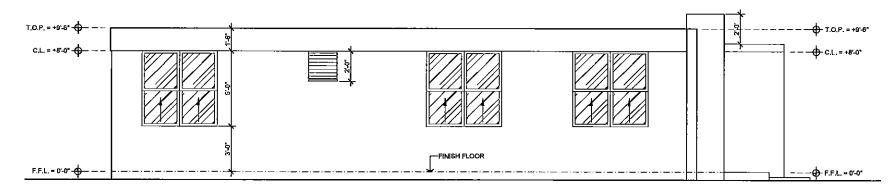
RE CONCEPTUAL REAR ELEVATION MK'D
02 8CALE: 1/4" = 1"-0"







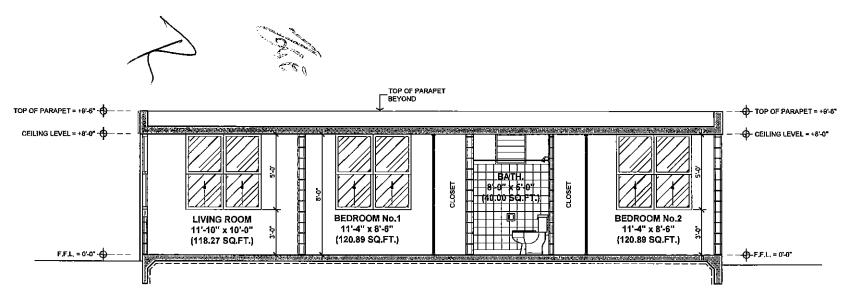
R CONCEPTUAL RIGHT ELEVATION MK'D 103 SCALE: 1/4" = 1'-0"



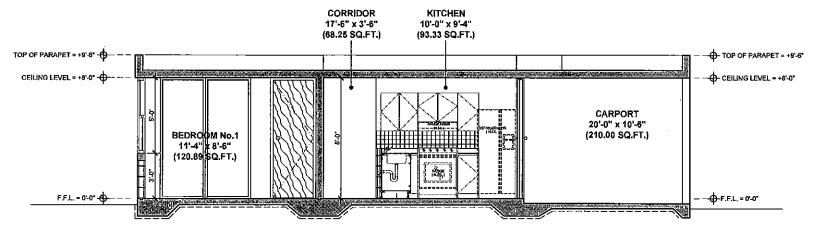
R CONCEPTUAL LEFT ELEVATION MK'D

03 SCALE: 1/4" = 1'-9"





CONCEPTUAL SECTION "A-A" MK'D SCALE: 1/4" = 1'-0"

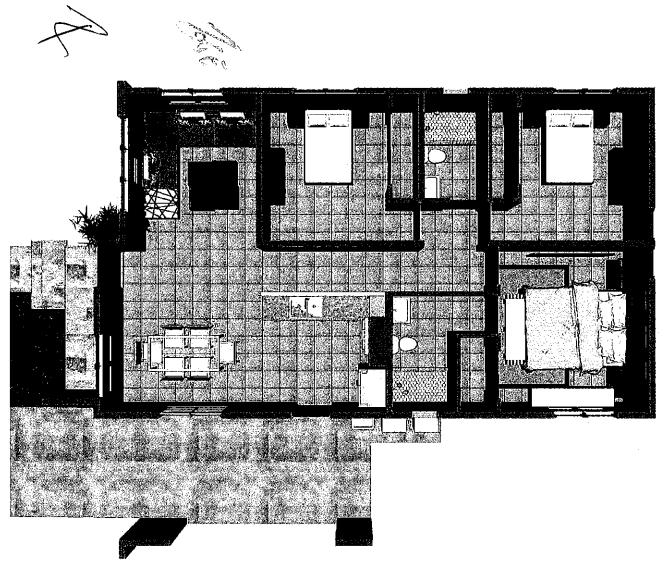


CONCEPTUAL SECTION "B-B" MK'D

04 / SCALE: 1/4" = 1'-0"







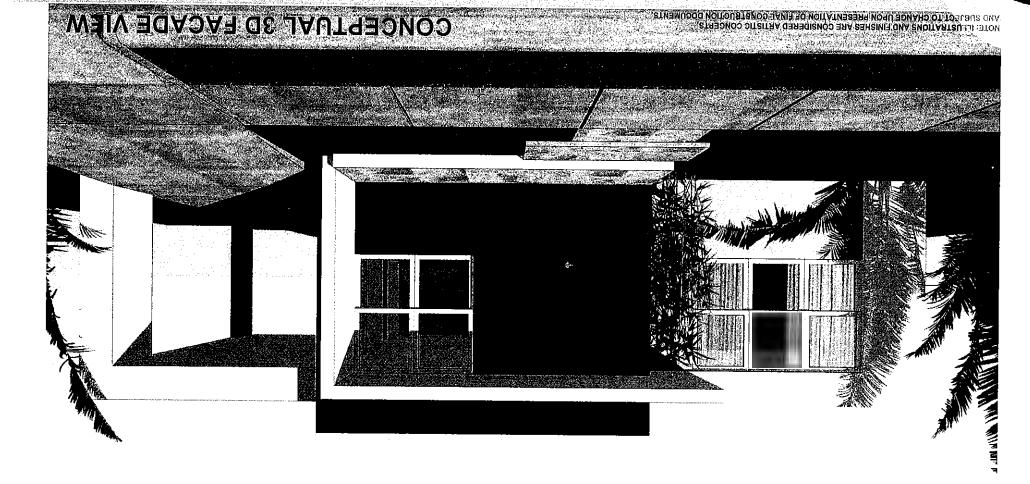
NOTE: ILLUSTRATIONS AND FINISHES ARE CONSIDERED ARTISTIC CONCEPTS, AND SUBJECT TO CHANGE UPON PRESENTATION OF FINAL CONSTRUCTION DOCUMENTS.

CONCEPTUAL 3D FLOOR PLAN VIEW











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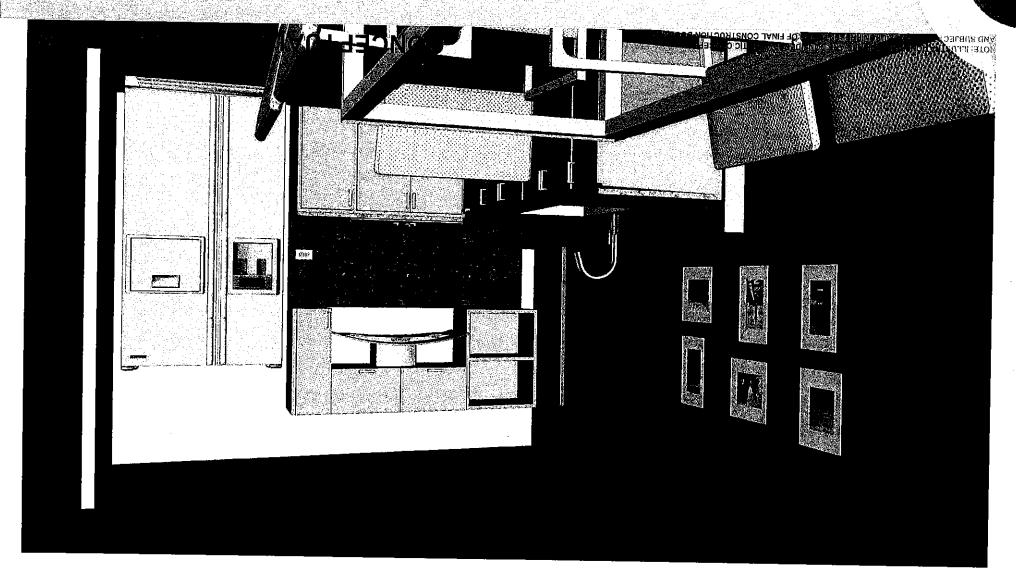














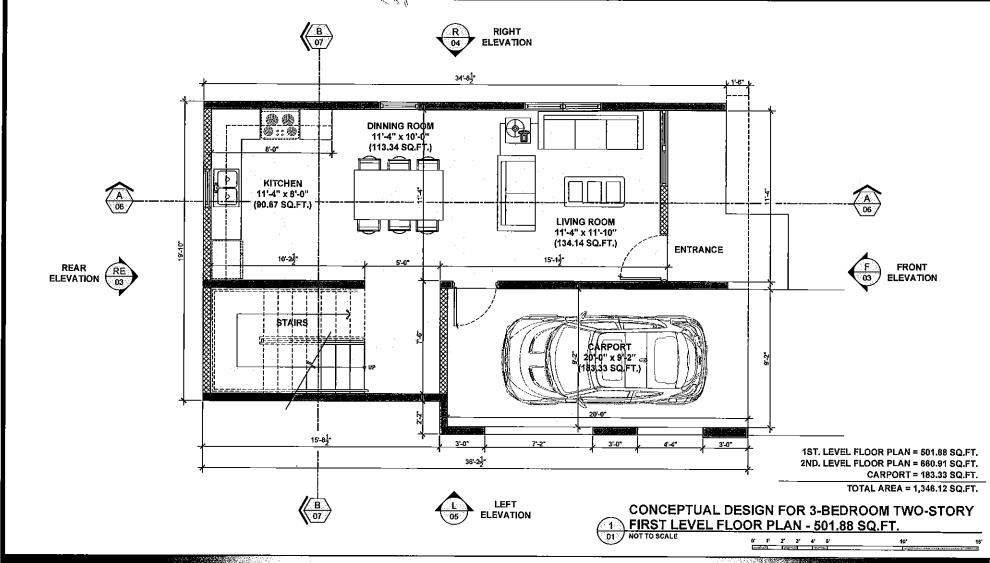
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3 BEDROOM







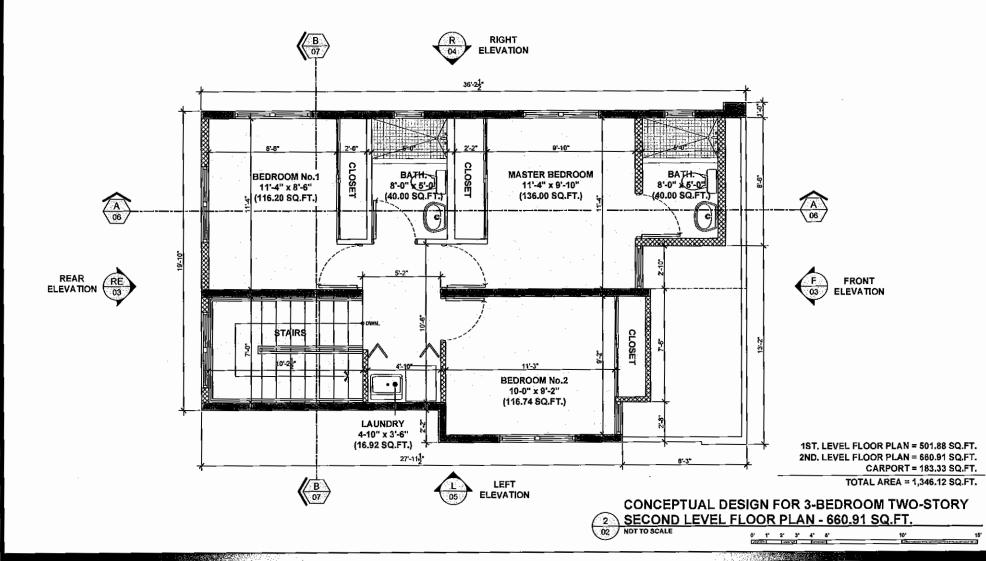
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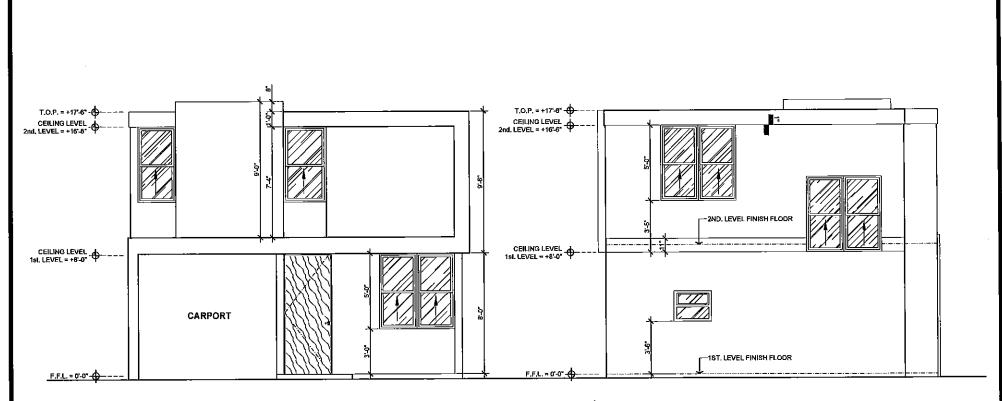
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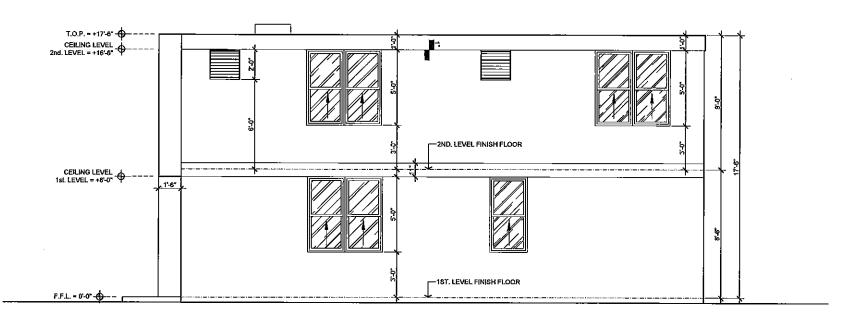


HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

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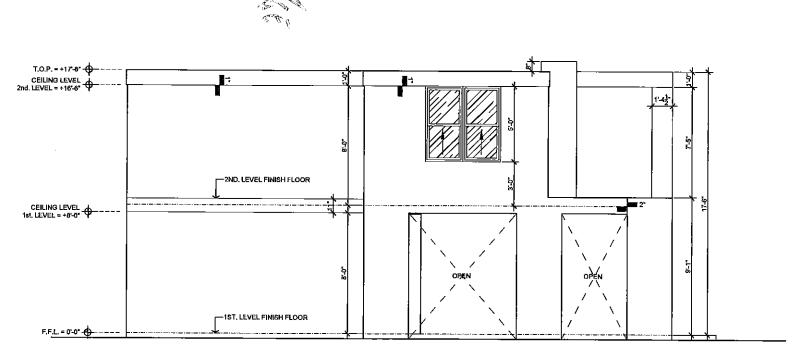
CONCEPTUAL RIGHT ELEVATION MK'D

HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS CDBG-DR-RFP-2018-09



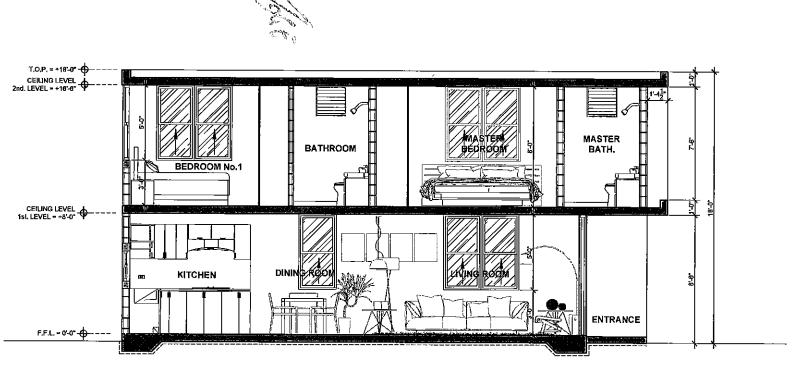












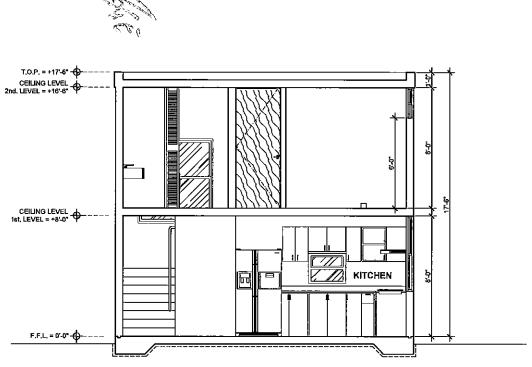
CONCEPTUAL SECTION "A-A" MK'D

HOMEOWNER REPAIR, RECONSTRUCTION, OR **RELOCATION PROGRAM CONSTRUCTION MANAGERS**

Custom Jomes









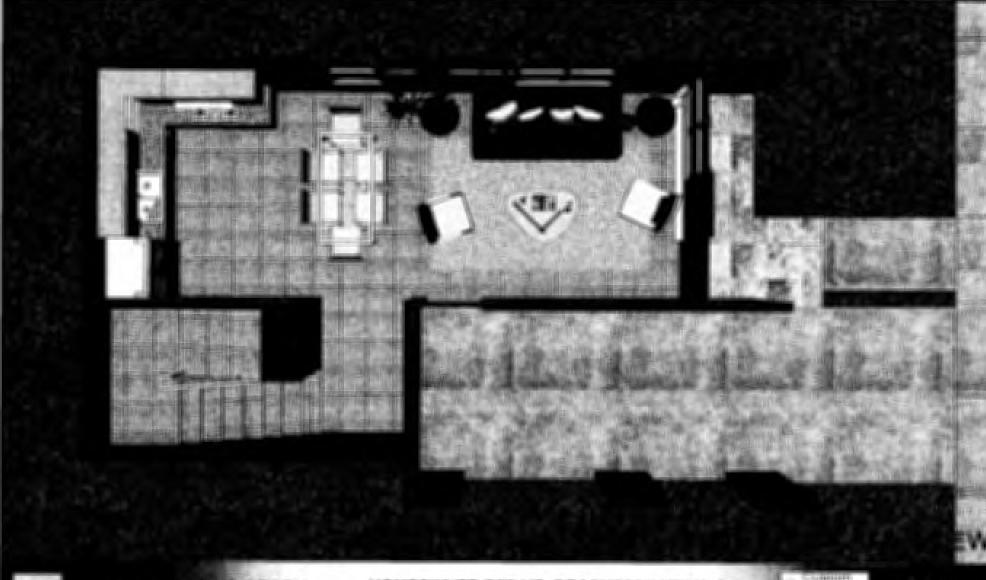
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HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
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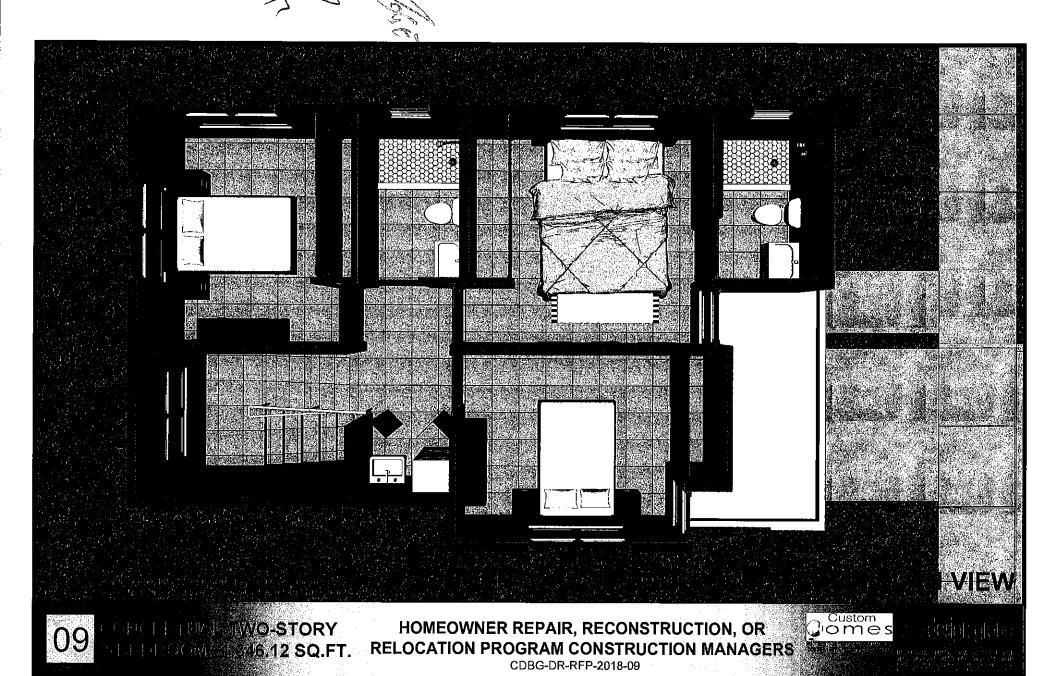


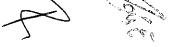


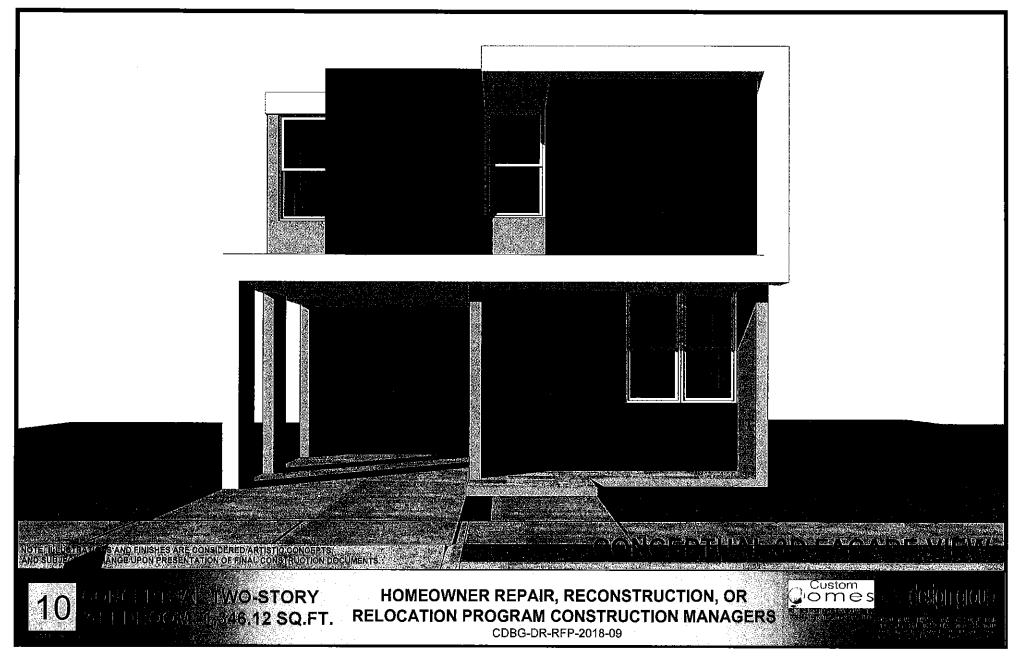
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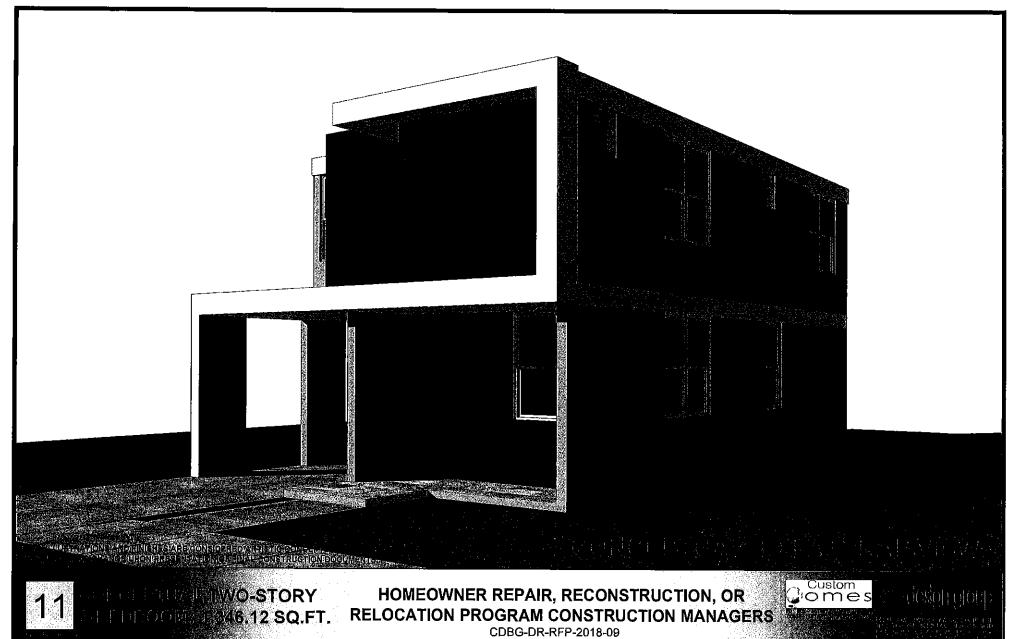
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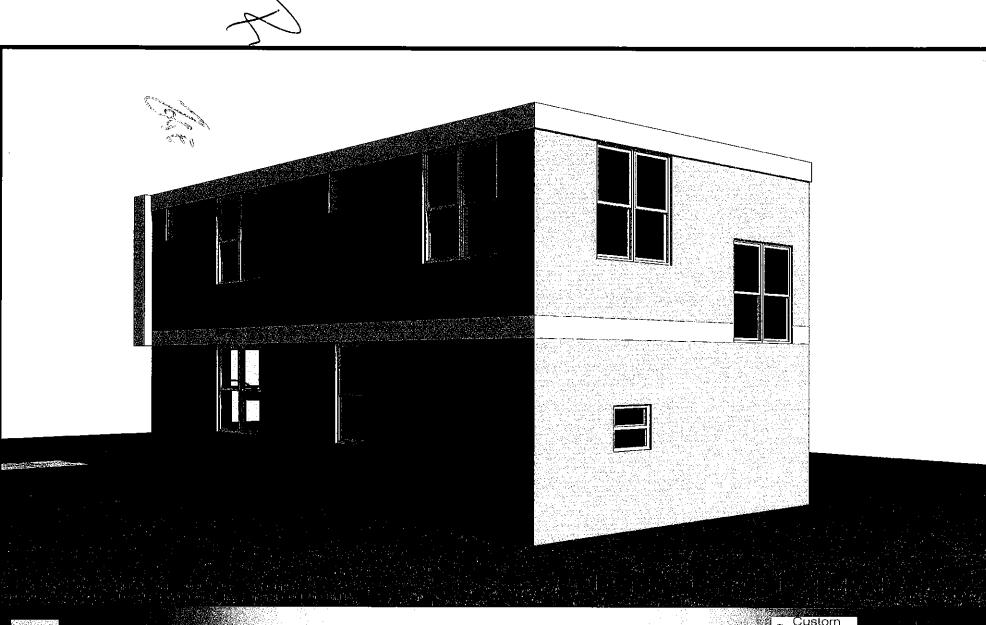






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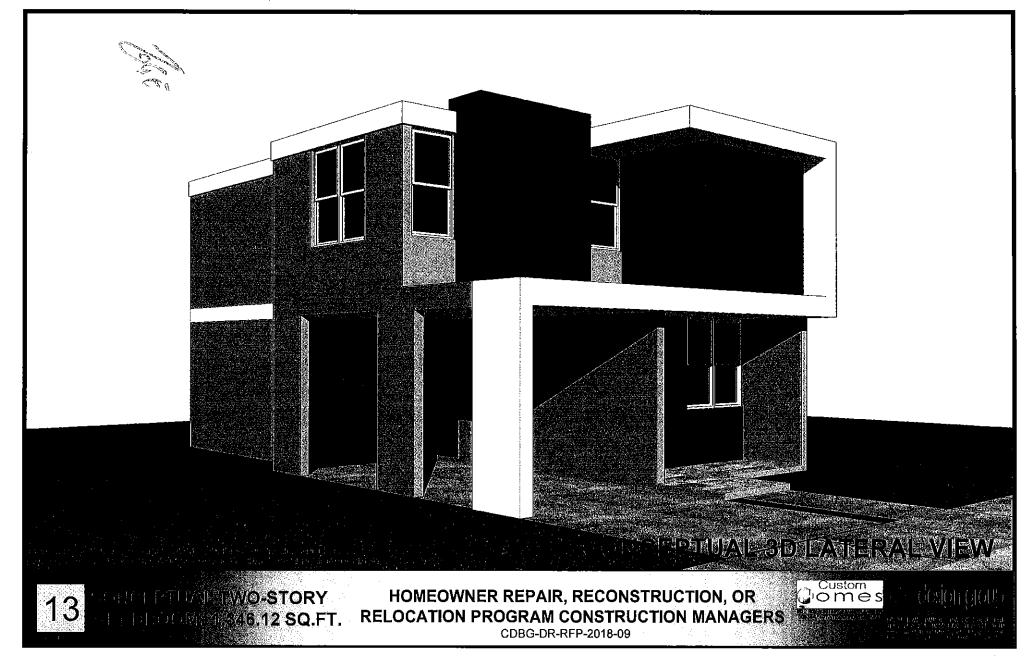


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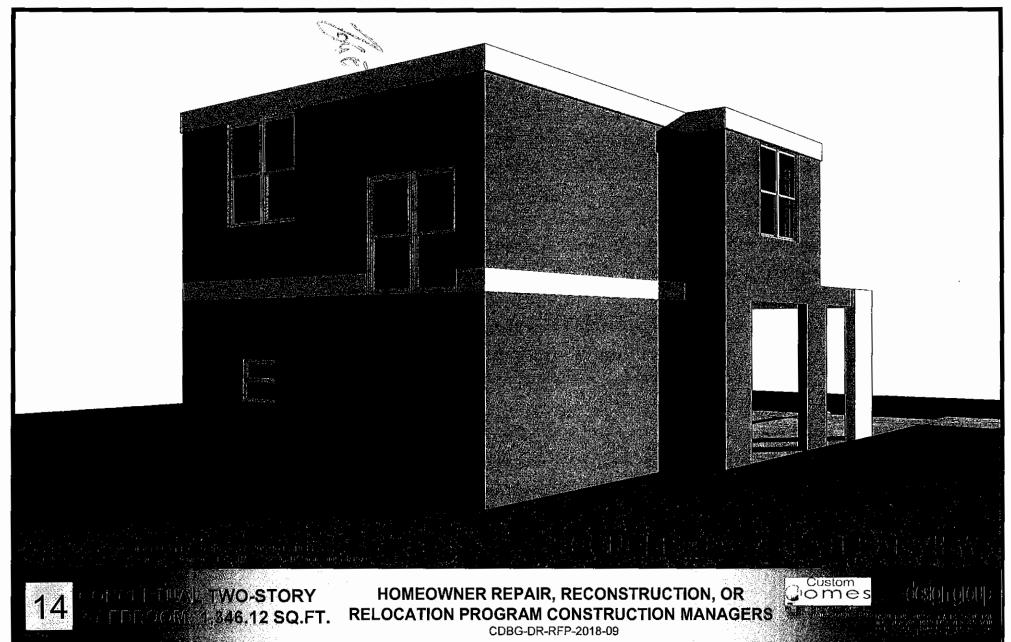
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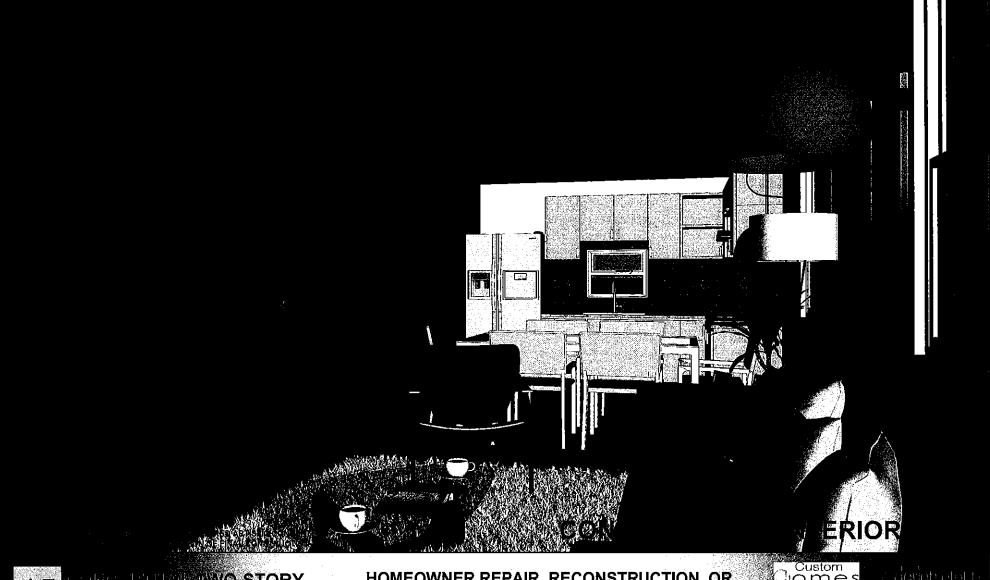
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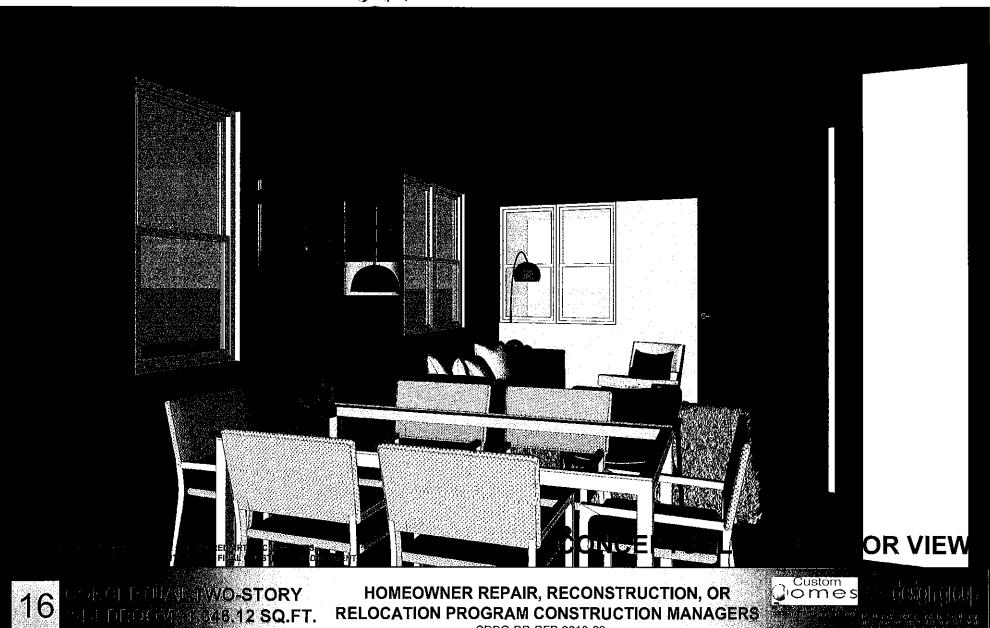




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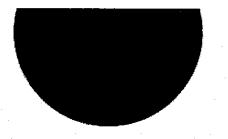
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RELOCATION PROGRAM CONSTRUCTION MANAGERS CDBG-DR-RFP-2018-09





3 BEDROOM
TWO-STORY
CDBG-DR-RFP-2018-09

Design Narrative

A home must fit its owners' current and future needs and provide safer conditions for the homeowners, preserving the safety and health of the community. An innovative, resilient and sustainable design has been prepared, easily modified to comply with the American with Disabilities Act (ADA) variance per the RFP requirements.

1. Codes and Versions Used for Model Home Design:

Through the R3 Program, Custom seeks to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with the most current applicable Puerto Rico and Federal construction codes and standards. Construction of the proposed replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code, while incorporating Green Building features. All work performed by Custom complies with the most current Puerto Rico and Federal design codes and standards including, but not necessarily limited to:

- Planning and Capacity Building (Section 105(a) (12) of the HCDA);
- Energy Development Goals (Section 105 (a) (16) of the HCDA);
- Puerto Rico Building Code, most current approved version;
- International Building Code (IBC) and its applicable volumes, most current approved version;
- International Fire Code (IFC), most current approved version;
- Americans with Disabilities Act (where required);
- NFPA 101 Life Safety Code, most current approved version;
- Puerto Rico Firefighters Code; most current approved version;

- Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use
- Building Energy Code, most current approved version;
- American National Standard Institute (ANSI);
 most current approved versions;
- Applicable Environmental Regulations
- American Concrete Institute (ACI)
- Applicable HUD terms and conditions
- National Electrical Code (NEC), NFPA 70; most current approved version
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

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2. Spaces Provided and Layout Functionality

Custom proposes through its design a sustainable and resilient model home that considers the highest possible standards within the State and Federal Building Codes. Our 3 bedrooms / 2 bathrooms two-story model offers its residents an open space layout that improves the overall functionality of a truly residential home. This single-family dwelling consists of 1,413 sf of construction area generating a living area of 1,163 sf plus a covered single carport and porch areas. Areas have been distributed to achieve and exceed compliance and maximum efficiency per the guidelines presented on the RFP documents. Summary is as follows:

Space	RFP Requirements	Custom Proposed	Compliance
Front Porch	60 sq. ft.	67 sq. ft.	Exceeds
Kitchen	90 sq. ft.	91 sq. ft.	Exceeds
Living / Dining Area	240 sq. ft.	253 sq. ff.	Exceeds
Bedrooms (w/closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	134 sq. ft. (at least one) 119.00+ sq. ft. (others)	Exceeds
Bathrooms	-	80 sq. ft.	-
Corridors, Common	-	347 sq. ft.	-
Areas & Stairs			
Carport & Laundry	-	200 sq. ft.	-
Total Area	1,000 sq. ft.	1,413 sq. ft.	Exceeds

This model has been thoughtfully designed to incorporate the use of simple spaces, ensuring a reduction in the expected time of construction and innovative methodologies, while maximizing the gross living areas. An open kitchen concept to the dining/living area allows excellent ventilation, circulation, natural lighting and resilience to the entire space.

3. Proposed Construction Materials & Quality

Even though Puerto Rico's geography represents a challenge in producing construction materials, local resilient materials will be used. Cement, sand, wood (doors) and windows amongst others will be acquired through local suppliers and manufacturers abiding by Local and Federal regulations, including, but not limited to the Buy American Act, Executive Order No. OE-2018-033 and Act 109 of 1985. The primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the RFP requirements. Special considerations will be pursued, including, but not limited to the following materials:





- Windows –single-hung windows with impact resistance glazing in compliance with energy efficient factors such as .40 SHGC and 1.2 U values, and structural certifications of +/- 70 PSF.
- Thermal & Moisture Protection proposed roof waterproofing system complies with the Building Energy Code with installation capable of resisting uplift forces per the most recent Building Code.
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- **b.** Abatement, Demolition and Site Preparation
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- iii. Earthwork Construction activities will begin with site preparation, including the construction of Project site access and erosion control procedures dictated by the EQB. Cut-to-fill and cut-to-waste operations considers the geotechnical recommendations to ensure proper compaction methods for the dwelling's foundation by removing 12" of the existing soil material directly related to the lot pad and introducing to the site suitable material (borrow fill if necessary) per the Geotechnical Report.
- c. Innovations in Dwelling Construction
 - i. Foundation & Structure Construction Primary material of construction for the structure will be cast-in place re-enforced concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. Custom's design team considers the use of Structural Insulated Components (SICPs) and pre-fabricated concrete on certain elements of the structure and interior masonry supplied by local manufacturers. This innovative solution will allow our proposed design to improve energy efficiency, mitigate potential challenges related to the site access, increase cost efficiency and reduce construction time, while achieving compliance with the most rigorous Building Codes.
 - ii. Plumbing & Electrical Construction





- Plumbing as Custom strives to provide the best quality of materials, plumbing rough-in considers "state of the art" polymer conduits with mechanical pressure fitting products that guarantees proper connections and durability; thus, preventing future claims related to potential leaks.
- Electrical electrical components shall be implemented according to the latest Building Energy Codes, National Electrical Code (NEC), NFPA 70 and Green Building compliance.
- iii. Finishes and Standards all finishes and standards shall encompass all the traditional building methods in line with Puerto Rico's housing expectation, including compliance with sustainable and resilience standards.
- d. Project Construction Delivery & Close-out Procedures
 - i. Preparation of Closeout Checklist and Binder (Homeowner)
 - ii. Preparation of Closeout Checklist and Binder (PRDOH)

5. Energy Efficiency and Water Conservation Considerations

Energy consumption is one of the major contributors to climate change. An efficient and resilient home has been designed, in order to use minimal energy to light and run appliances through the use of energy star rated appliances and equipment. LED Lighting has been considered, since it significantly reduces energy cost and bulb replacement frequency. Water conserving fixtures, such as faucets and shower heads shall have reduced or low-flow water usage. This type of fixtures was considered during the design process (e.g. bathrooms have showers, not bathtubs). Similarly, solar water heaters reduce the energy expense and consumption; this equipment will be secured to withstand hurricane force winds according to applicable codes.

Rough-in for photovoltaic cell panels and electricity generator installation is provided, as well as a 600-gallon PVC cistern (UV resistant), anchored to withstand hurricane force winds according to applicable code, in case of rupture.

Design considers the capacity of insulating materials to resist heat flow by using efficient windows & glazing, structural elements, and thermal and moisture protection barriers, amongst others. The higher the R-value, the greater the insulating power.

6. Sustainable and Resiliency Design Considerations

Our design incorporates resilient materials and characteristics into the proposed replacement home model. Custom shall include resilient materials like concrete, as well as resilient characteristics like seismic restraints for equipment and windstorm resistant for





Cont. Design Narrative

exterior windows.

Windows and doors represent weak points in any structure. Efficient windows and doors will be selected and installed, certified as impact resistance and in compliance with energetic applicable codes. Sustainable materials will be used that avoid Volatile Organic Compounds (VOCs) as low VOC paint or glues during the construction process. Exposure to natural light is another beneficial aspect for both physical and psychological health; therefore, all rooms shall have access to increased natural light and ventilation.

A sustainable house needs to be built to last. Durability is essential for sustainable construction. This house should be built suitable to our climate and environmental circumstances. This design was created considering the longevity and timeless spaces, since different life stages may change the use of space with ease.

7. Expected Time for Construction

All required design, permitting, lead and asbestos abatement, and replacement home construction work shall be completed within one hundred and twenty (120) days from the end of the design and permitting period.

8. Strategies for Maintaining Designated Budget

Custom's Cost Management Plan encompasses all the necessary elements that guarantees on-budget completion of all our projects as time of completion and quality assurance play a pivotal role for maintaining the designated budget. Several key elements include in the Plan are as follows: and permitting period.

- Cost Controls Custom's Control Costs Process is concerned with influencing the factors
 that create changes to the Cost Baseline, ensuring requested changes are agreed upon,
 managing the actual changes as they occur, and assuring that potential cost overruns
 do not exceed the authorized funding periodically and in total for the project. Tools &
 Techniques include: i) Earned Value Management (EVMS), ii) Forecasting, iii) To-Complete
 Performance Index (TCPI), iv) Performance Reviews, v) Variance Analysis, and vi) Project
 Management Software.
- Value Engineering ongoing value engineering processes related to the construction methodology, material selection and innovations shall be performed during all design and construction stages.
- Design Submittal prior to the Model Home approval by the regulatory agencies, Custom's
 engineering and design teams will approve all the required materials in compliance with
 the project's specifications, ensuring material availability and cost control.
- Supplier Negotiations Custom has engaged during the design and pre-construction







stages the local suppliers and manufacturers to guarantee material availability and pricing of the selected material throughout the contract duration.

- Inventory Requirements as materials in Puerto Rico are limited, Custom will secure the
 appropriate required inventory to guarantee proposed production rates by pre-paying
 key materials, storing them in Custom's local warehouse and facilitating them to the
 different trade contractors.
- Supervision & Administration Custom has assembled an experience staff team per the
 requirements of the RFP, including a management team with the necessary resources in
 line with the work burden assigned by the PRDOH Program Managers.
- Quality Control / Quality Assurance Protocols Custom and its sub-contractors are
 responsible for constructing the work in accordance with the plans and specifications
 of all the assigned projects. Our QC / QA provides a systematic implementation of
 programed inspections, tests, and production controls to attain the required standards of
 quality and to preclude problems resulting from non-compliance during all the stages of
 the project, to ensure budget compliance.

9. Green Standards Compliance

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All reconstruction or new construction will meet an industry-recognized standard that has achieved certification under the "Permiso Verde" from the "Oficina de Gerencia de Permisos (OGPe)", which goals include: i) maximize energy efficiency, ii) reduction of gas emissions, iii) decreased potable water consumption, iv) increased collection and reuse of rain and gray water, and v) improved internal environmental quality of residences.



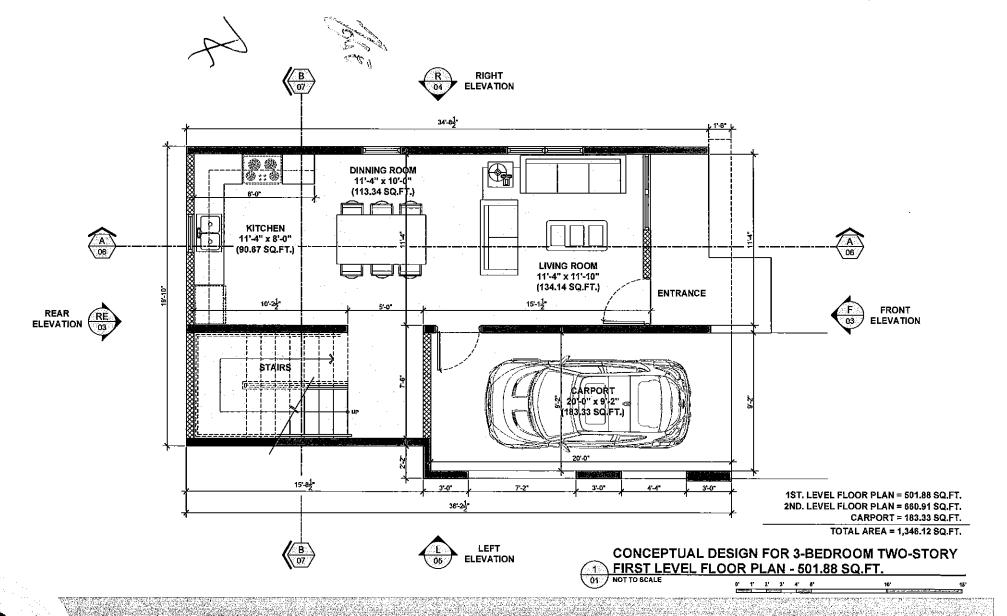
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HOMEOWNER REPAIR,
OR RELOCATION PROGRAM

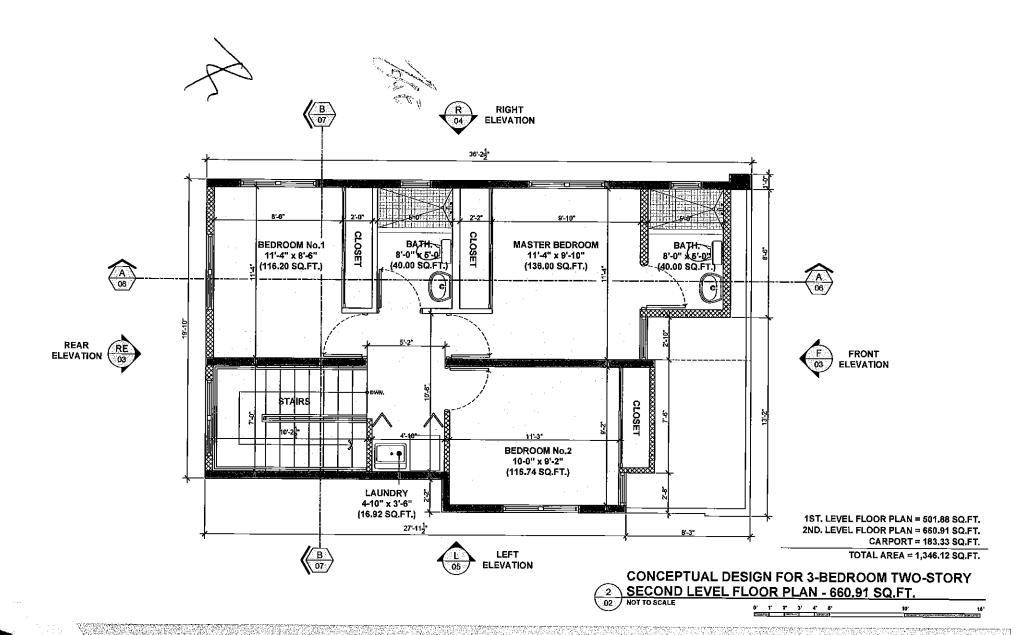
CONSTRUCTION MANAGERS

3 BEDKOOW





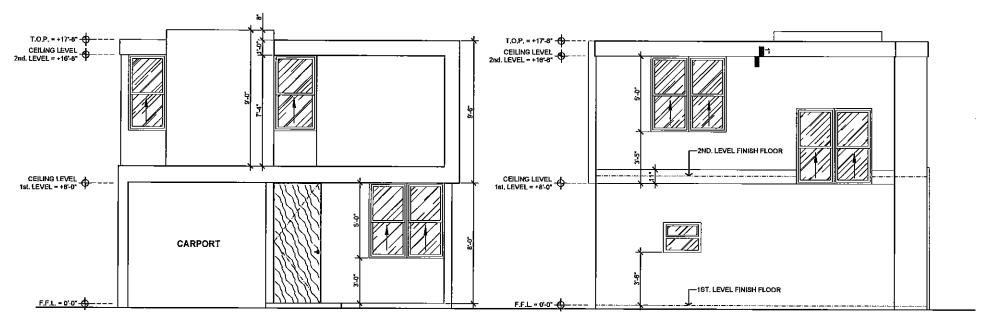












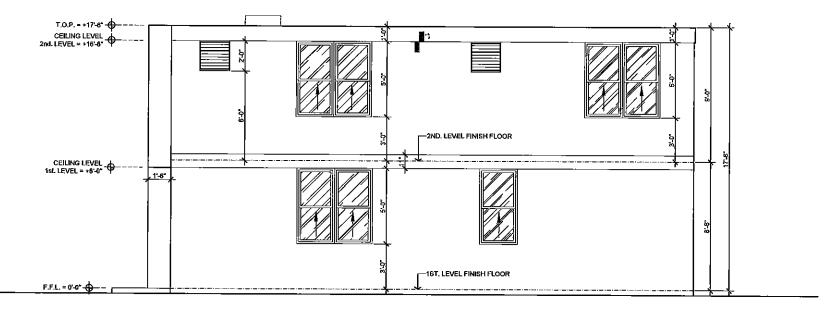
F CONCEPTUAL FRONT ELEVATION MK'D











R CONCEPTUAL RIGHT ELEVATION MK'D

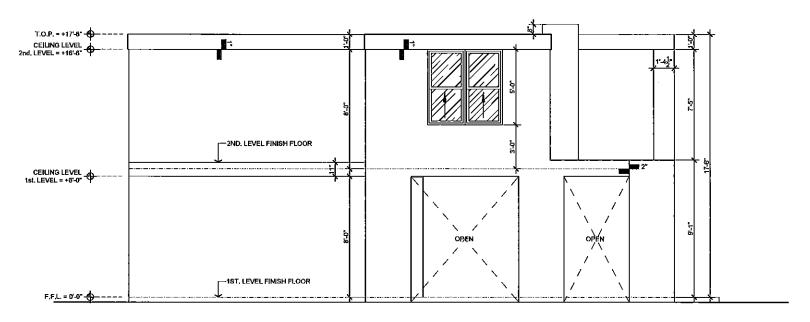
8 SCALE: 1/4" = 1'-0"











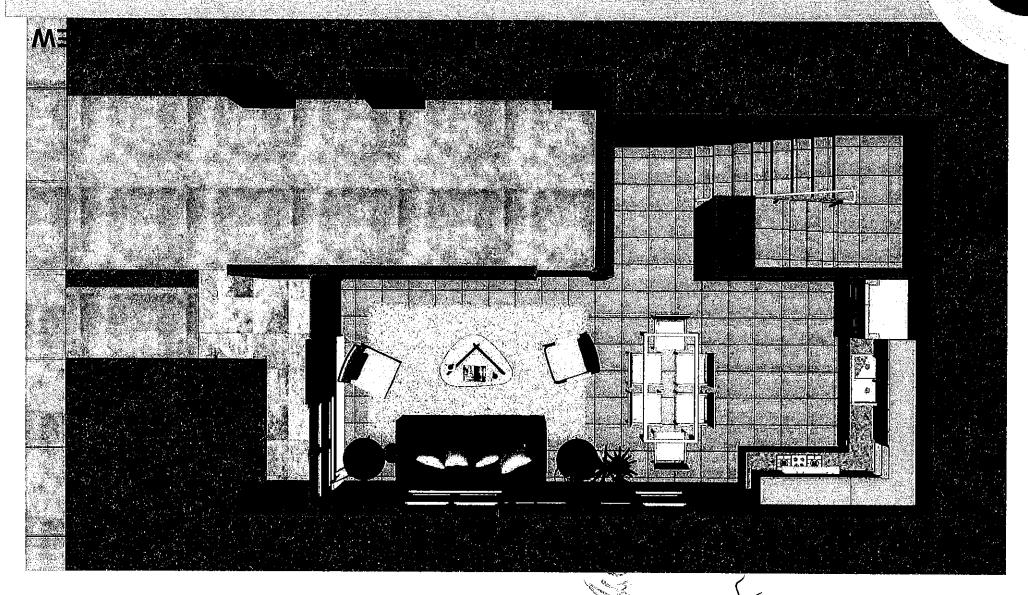
CONCEPTUAL LEFT ELEVATION MK'D

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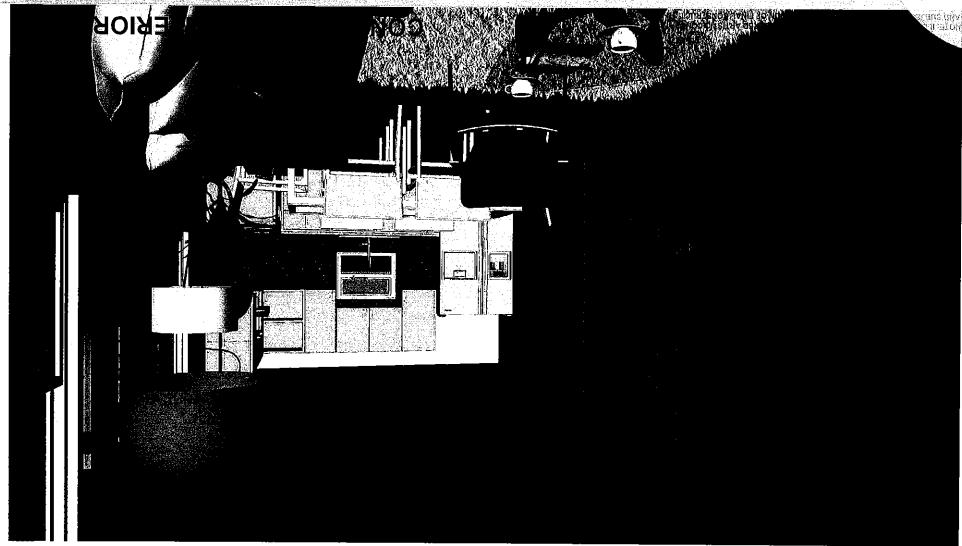




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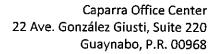




3 BEDROOM









Individual Section 3 Plan

1.1 General

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other opportunities generated by certain HUD financial assistance programs shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to low- and very low-income persons, particular those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income and very low-income persons. We will provide preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. Section 3 applies to the entire covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

1.2 Applicability

Section 3 applies to construction, reconstruction, conversion or rehabilitation of housing and other public construction which includes buildings or improvements assisted with housing or community development assistance. Section 3 covered contracts are for contracts or subcontracts awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or work arising in connection with a section 3 covered project. The requirements of Section 3 apply to recipients of HUD Housing and Community Development funding exceeding \$100,000.00.

1.3 Set Numerical Goals

The percent of the total dollar amount of to the greatest extent feasible, the Section 3 numerical goals will be based on a minimum of thirty percent (30%) of new hires of the labor force will be provided to low- and very low-income persons, ten percent (10%) of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and three (3%) percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

(1.4 Responsibilities & Procedures

Custom will provide a notice advising the labor organization or workers representative of the subcontractor's commitments under Section 3 clause describing Section 3 preferences, minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each of the name and location of the person taking application for each of the positions and the anticipated date of commencement. Copies



of the notice need to be sent to any employment organization in the neighborhood and will be posted in conspicuous places at the work site. Custom has established specific strategies for notifying Section 3 Business Concerns (S3BC) and Section 3 Residents (S3R) of training, employment and contracting opportunities. Individual Section 3 Plan of subcontractors with contracts over \$100,000.00 is to be provided. A certification will be required by General Contractor for resident seeking Section 3 preference in training and employment; if applicable; completed and signed by any eligible employee on the core list of employees. Our Project Manager will verify in the project if the contractor complied with posting the employment notices and contacted the labor organizations and the employment companies.

Contract(s) with Contractor(s) and subcontractor(s) shall include a Statement certifying intention to comply with Section 3 Act, Section 3 Regulations, Agency S3 Guidelines and awareness of the employment, training and contracting goals will be included in all subcontractor's contracts. A List of Core Employees of Contractor(s) and Subcontractor(s) will be used to verify any new hires. The Project Manager shall require the Contractor to maintain inventory of all the persons available and employed to work in the project under Section 3. The Project Manager shall maintain records of persons available for employment under Section 3 and persons employed.

The Project Manager shall verify any apprenticeship programs and training programs and properly register the identified apprentices and trainees. A certification for The Project Manager will prepare a report to PRPHA Associate Administrator Operations Area with quarterly indications of the persons employed in each project under Section 3. The Project Manager will collect on a monthly basis from the General contractor the 'New Hires Monthly Report' and 'New Contracts Monthly Report'. The Project Manager shall notify PRPHA of any contractor who is not in compliance with Section 3 and recommend actions to be taken against the contractor. The Project Manager will prepare Section 3 'Annual Summary Reports' (form HUD-60002) in accordance with 24 CFR Part 135.90 and submit to PRPHA not later than August 30 of each year.

1.5 Compliance Review Processes & Reporting

- Validate Custom's Section 3 for Plan:
 - o Numerical goals if awarding Section 3 Covered Contracts (S3CC) (contract awarded in excess of \$100,000) to Section 3 Business Concerns (S3BC). The percentage of the total dollar amount of anticipated S3CC awards is reviewed and compared to the original Section 3 Plan to determine if the anticipated goal for contracting appears within reason.
 - Statement certifying intention to comply with Section 3 Act, Section 3 Regulations, Agency S3 Guidelines and awareness of the employment, training and contracting goals
 - o Owner, Contractor's and subcontractors' current workforce.





- Specific agreed to strategies for notifying S3BC and S3R of training, employment and contracting opportunities
- Review all items for proper completion and, if necessary, contact subcontractors and request any missing or incomplete items.
- Create individual subcontractor paper files
- Maintain a File checklist indicating receipt of applicable items, if there were missing/incomplete items.
- Established a Monthly Section 3 and/or MBE and WBE reporting log with the following:
 - o name of the new contractor
 - contract date
 - contract amount (*)
 - o if this is a S3CC (Y or N)
 - o if this is a S3BC (Y or N)
 - o if they have their own S3P or will be following the Owner's S3P (Y or N)
- Custom shall take all necessary precautions to protect sensitive information that may
 be collected for labor standards purposes, including, without limitation, safeguarding
 any payrolls collected, or delivered by, the general contractor.
- Custom will collect the following on a monthly basis from the subcontractor(s):
 - o New Hires Monthly Report
 - Certification for Resident Seeking Section 3 Preferences in Training and Employment; if applicable, completed and signed by any new S3R employees hired during the prior work month, along with all certification documentation
 - As provided by Custom, proof of all steps taken to hire S3R; if applicable, documentation to show what attempts were taken to hire a S3R in lieu of non S3R during the prior work month
 - New Contracts Monthly Report
 - Certification for Business Concerns seeking Section 3, MBE or WBE preference in Contracting; if applicable, completed and signed by subcontractor or any other certification received from an organization authorized to provide the required designation
 - Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized in Custom outreach efforts for the prior work month, if applicable

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- List of all Section 3, MBE or WBE Business Concerns that responded to outreach efforts for the prior work month, if applicable
- Review, and as necessary, update Section 3 and/or MBE and WBE reporting log with the following:
 - o Indicate the number of S3R hired during applicable reporting period.
 - If applicable, confirm receipt of certification form and documentation for new S3R.
 - o Indicate the number of non S3R hired during applicable reporting period.
 - Indicate if there were any new contracts awarded during the reporting period to a S3BC, MBE or WBE's.
 - o If applicable, confirm receipt of certification form for new S3BC, MBE or SBE.
 - Review the certified payrolls covering the reporting period with the information provided on the monthly report related to new hires and indicate any discrepancies.
 - Copy New Hires monthly report and place into the subcontractors file with the core list of employee report.
 - o Review any S3R certification forms for completion and inclusion of all required proof submitted. Any discrepancies should be immediately addressed with appropriate parties. Copy af forms, back up documentation and any correspondence should be placed into the Subcontractor's Project file.
 - Review any S3BC certification forms for completion and confirmation they are certified. Any discrepancies should be immediately addressed with appropriate parties.









ATTACHMENT 2 SCOPE OF WORK

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

This document defines the Construction Management tasks that the Proposers must perform in order to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local requirements and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery Program (CDBG-DR) allocation. A detailed description of the Housing CDBG-DR programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan, and proposed amendment are available at www.cdbg-dr.pr.gov/action-plan.

1. Introduction and Overview

The PRDOH is issuing this Request for Proposal (RFP) to procure highly qualified and skilled designers and contractors to provide Construction Management services for the R3 Program as defined in Section 2: Overview, Purpose, and Intent of the RFP. It is expected that the Selected Proposers will be prepared to invest a considerable amount of resources and efforts as related to the design, demolition, abatement, repair, and new construction of single-family dwelling units as specified and described in the Action Plan, in a short period of time. Proposers must understand the CDBG-DR's program initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844 and 83 FR 40314. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Work. The proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

Construction Managers will be an integral part of the R3 Program and will be required to work in harmony with other stakeholders such as the Program Managers, the Environmental Consultants, and the Call Center Operations Consultant, as well as other staff and contractors retained by the PRDOH for implementation of the CDBG-DR programs. Selected Proposers will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under a contract.

The PRDOH reserves the right, without limitations, to:

- Cancel the solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best Public Interest;
- Amend the contract(s) of the Selected Proposer(s) to extend its original duration, as further explained in the RFP, as related to the goods and services requested;
- Amend the contract(s) of the Selected Proposer(s) to extend the scale of its (their) scope to include work under subsequent CDBG-DR action plans as related to the goods and services requested herein;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 46

- Amend the contract(s) of the Selected Proposer(s) to reduce the scale of its scope to decrease work, individual tasks, geographical areas, or regions as a consequence of underperformance or inexcusable delays related to the goods and services requested herein; and
- Contract with one or more qualified proposers for Construction Management Services as a result of the selection of qualified Proposers or the cancellation of this RFP.

Award of Contract(s) will be to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

1.1. CDBG-DR Housing Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age sixty-five (65) and above. The PRDOH understands it responsibility to rebuild and improve Puerto Rico's housing market, individual households, and communities with more resilient, modern, high-quality, and safe dwelling units. The CDBG-DR housing program objectives are:

- Provide decent, safe, and sanitary housing in the disaster impacted areas through the provision of activities designed to resolve unmet needs from humicane impacts to housing;
- Ensure that the housing needs of very low-, low- and moderate-income households are assisted with housing recovery support within the communities being served; and
- Achieve complimentary benefits of community and neighborhood revitalization, support the reduction of or reduce opportunities for slum and blight, and nurture in-fill opportunities.

The housing programs consists of: the R3 Program; the Title Clearance Program; the Rental Assistance Program; the Mortgage Catch-Up Program; the Social Interest Housing Assistance Program; the Housing Counseling Program; the CDBG-DR Gap to LIHTC Program; and the Home Energy Resilience Program; among others. Additional programs may be added by PRDOH through amendments to the Action Plan.

From the Housing Programs, the R3 Program is expected to have the most impact to single-family residences and will begin in earnest in a way that does not perpetuate building in high risk areas. Innovative construction and green building will modernize the housing stock, while improving individual assets and households' spending power. An increase in housing activity will generate layers of economic stimulus, creating jobs across multiple sectors and providing employment to local citizens. Strategic revitalization of affordable housing will lead cost-burdened LMI households to a fruitful long-term recovery.

The R3 Program encompasses the use of Construction Managers to coordinate, design, improve, and construct new replacement housing stock or repair existing single-family dwelling units





Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 3 of 46

damaged by Hurricanes Irma or María. The Construction Managers will be key components of the R3 Program, which includes other services like: Call Center Operations; Program Managers; Cost Estimators; and Environmental Consultants; among others. It is expected that Selected Proposers actively coordinate and frequently engage with other stakeholders of the R3 Program.

There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

1.2. Single-Family Repair, Reconstruction, or Relocation Program (R3 Program)

The focus of the R3 Program is to provide relief for those who were impacted by Hurricanes Irma and Maria while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance under this Program will be provided under three primary avenues: repair, reconstruction, and relocation (R3). Within the reconstruction or relocation venues, demolition of substantially damaged dwellings is an eligible activity.

Under the R3 Program all repair, reconstruction and new construction activities will be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigation against impacts from future disasters. The Selected Proposers will implement design and construction methods that emphasized quality, durability, energy efficiency, sustainability, and mold resistance.

The R3 program provides funding to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with applicable construction codes and standards. The repair and reconstruction venues return otherwise displaced families to their homes at their same community. Homes become eligible for reconstruction or relocation when (a) the property estimated cost of repair exceeds the lesser of \$60,000 or 50% of the home's current value - as confirmed through program inspection, (b) the property is determined to be substantially damaged by an authority having jurisdiction, or (c) if a feasibility inspection determines that reconstruction is required. Homes meeting these criteria will be reconstructed and will include resilient measures in structural materials. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) may be built in a new vacant lot or the homeowner may purchase an existing home at fair market price under the relocation venue. Construction of replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code and must incorporate Green Building features. Homes with existing damage equal to or less than \$60,000 of 50% of the current home's value, whichever is lesser, will be repaired in compliance with the applicable building codes and standards, including the International Existing Building Code and HUD CPD Green Building Retrofit checklist.

The general objectives of the R3 Program are:

- To return displaced homeowners;
- To reconstruct housing to higher resilience standards;
- To revitalize weak and aging housing stock; and
- To move households out of unsafe conditions.

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 4 of 46

2. Construction Managers

The Selected Proposer(s) are expected to strengthen the R3 Program by providing their expertise, experience, and knowledge of design, construction, and contract administration to each project undertaken.

2.1. Objectives

Objectives for the Construction Managers include, but are not limited to, the following:

- Reduce the process and time from the award of benefits to applicants to projects' completion;
- Reduce the risks and legal burden to PRDOH and the R3 Program;
- Control costs and reduce budget overruns;
- Standardize the document controls while reducing the submittal burden on the PRDOH and its representatives;
- Improve the quality of documentation;
- Standardize designs/solutions while reducing the submittal burden on PRDOH and its representatives;
- Expedite and optimize solutions to any unforeseen conditions, while reducing contract modifications;
- Increase quality control and quality assurance in the overall R3 Program;
- Increase project safety while reducing liability to the R3 Program;
- Standardize and expedite the close-out process of projects; and
- Increase the compliance with green building initiatives/checklists.

2.2. Duties and Responsibilities

Duties and responsibilities of Construction Managers include, but are not limited to, the following:

- Obtaining copies Damage Assessment Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Obtaining copies of the Environmental Review Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Delivering the Lead and Asbestos pamphlets for the assigned cases to the homeowners, during the pre-construction conference for projects;
- Obtaining copies of Homeowners' authorization to access and work on property, before starting any repair or reconstruction work; and
- Obtaining copies of Homeowners' waiver of liability to remain on the property during construction, if applicable. These waivers shall be obtained during the pre-construction conference with the Homeowner.

2.3. Construction Manager Levels

Construction Managers will be divided into Levels based on their financial capacities and past experience in projects.

2.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 1 Construction Managers:





Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 5 of 46

- Will be assigned to geographical regions (groups of municipalities), at the PRDOH's discretion:
- Can work one or more regions at any given time;
- Will have a higher financial and technical capacities, which enable them to work large quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent possible;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

2.3.2. Level 2 Construction Managers

Level 2 Construction Managers will be those with moderate financial capabilities which are able to perform moderate quantities of work at any given time and within adjacent groups of municipalities. Level 2 Construction Managers:

- Will be assigned to work within adjacent groups of municipalities;
- Will be constrained to adjacent municipalities from the locations of their headquarters to reduce the risk of overextending;
- Will have moderate financial and technical capacities, which enable them to work smaller quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent:
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

3. Staff and Subcontractors

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Attachment 2: Scope of Wark (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 6 of 46

This section details minimum staffing that will be required from the Construction Managers in order to perform the tasks required for the R3 Program. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. All subcontractors to be used by the Construction Managers will need to be approved by the PRDOH or its representatives.

3.1. Staff Requirement

Proposers shall have or will secure, at their own expense, all personnel required in performing the tasks under the Construction Managers Contract. PRDOH expects the Selected Proposers to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard or following the code of ethics. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.2. Staff Experience and Qualifications

Proposers must provide detailed information about the experience and qualifications of the Principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposers shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposers' own staff and staff from any subcontractors to be used. The Proposers should demonstrate that their staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (MBE/WBE's).

Proposers must include information regarding their administrative capacity, design and construction experience in similar construction projects, personnel, consultants, equipment, software capabilities, document controls, safety record, and quality control procedures. The Selected Proposers must have retained, and must maintain over the life of the contract, as a minimum, the following key staff resources:

3.2.1. Senior Project Manager

The resource assigned as Senior Project Manager will be the main point of contact between the PRDOH and the Construction Manager. He / She shall be available on-call and attend R3 Program meetings with the PRDOH and the top management of the R3 Program. The Senior Project Manager responsibilities include the following:

- Formulate, organize and monitor the overall performance;
- Define objectives and strategies to achieve program success;
- Making key decision to accomplish the program's objectives;
- Coordinating cross-phases activities;
- Lead, train and evaluate other senior staff and their performance;
- Developing and managing the master schedule of the projects;
- Developed deadlines and complete milestones;
- Coordinating various components of projects to ensure the on-time delivery of the overall milestones;



Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 7 of 46

- Manage and control the Construction Manager's budget;
- Identifying and allocating resources to the organization;
- Assess risk and manage changes in the projects;
- Assess program performance for the continues improvement;
- Assume responsibility for the organization's performance and its staff;
- Prepare and explain the executive reports to the Owner and its Representatives; and
- Any other function required to support the R3 Program.

The Senior Project Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge of program management, regulatory compliance, construction, and statutory compliance for CDBG disaster recovery or similarly complex programs/projects. Should be fluent in English and Spanish languages. Must have a bachelor's degree from an accredited institution and at least fifteen (15) years of experience as project manager on construction projects. Experience in design-build projects is preferred.

3.2.2. Lead Design Manager

The resource assigned as Lead Design Manager shall work together and under the direct supervision of the Senior Project Manager to control the planning/design phase of the R3 projects. The Lead Design Manager will supervise the design team, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the design phase;
- Assigning tasks and managing the design team's personnel;
- Identifying and allocating resources to the design phase;
- Assisting the Senior Project Manager in the risk assessment for the design phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the design issues;
- Owning and pursuing outstanding design issues;
- Coordinating various components of projects to ensure the on-time delivery of the design tasks and deliverables, like schematic design, final design documents, code compliance, submittals, request for information, etc.;
- Promoting inter-team communication and keeping all the design team informed;
- Managing the individual group leaders of the design team;
- Assisting the Senior Project Manager in the evaluation of design team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the design phase;
- Assisting the Senior Project Manager with status reports and presentations for the design phase;
- Promoting high quality standard for the design phase;
- Promoting ethical behaviors and work ethic within the design team;
- Ensure the compliance of the R3 projects with resilience and sustainable design;
- Ensure the compliance of the R3 projects with the Housing Quality Standard and codes;
- Assuming responsibility for work products of the design team; and
- Any other function required to support the R3 program.

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> The Lead Design Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in planning, design, code compliance, sustainable design, accessible design, contract administration and design team management in CDBG disaster recovery or similar construction programs/projects. The Lead Design Manager must have:

- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Experience with design-build projects;
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects and Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as design manager in the construction industry; and
- At least five (5) years of experience designing housing or residential projects.

3.2.3. Lead Permit Manager

The resource assigned as Lead Permit Manager shall work together and under the direct supervision of the Senior Project Manager to control the permitting and environmental aspects of the R3 projects. The Lead Permit Manager will supervise the permits and environmental team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the permitting and environmental activities:
- Assigning tasks and managing the permits and environmental team's personnel;
- Identifying and allocating resources to the permitting and environmental activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and environmental issues:
- Recommending and advising the Senior Project Manager as the subject matter expert in the permitting and environmental issues;
- Owning and pursuing outstanding permits, endorsement and environmental issues;
- Coordinating various components of projects to ensure the on-time delivery of permits and environmental deliverables, like lead abatement, asbestos abatement; erosion controls, construction permit, etc.;
- Promoting inter-team communication and keeping all the permits and environmental team informed;
- Managing the individual group leaders of the permits and environmental team;
- Assisting the Senior Project Manager in the evaluation of permits and environmental team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the permitting and environmental activities:
- Assisting the Senior Project Manager with status reports and presentations for the permitting and environmental activities;
- Promoting best management practices in the permitting and environmental activities;
- Promoting ethical behaviors and work ethic within the permits and environmental team;
- Assuming responsibility for work products of the permits and environmental team;

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- Assuming responsibility for permits and environmental issues of the R3 projects during the planning, design, construction and closeout phases; and
- Any other function required to support the R3 program.

The Lead Permit Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in permitting, environmental compliance, sustainable design, contract administration and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Permit Manager must have:

- A bachelor's or master's degree from an accredited institution in and environmental or engineering related field;
- At least ten (10) years of experience as team manager in the environmental or construction industry; and
- At least five (5) years of experience in permit processing for housing or residential projects.

3.2.4. Lead Procurement Manager

The resource assigned as Lead Procurement Manager shall work together and under the direct supervision of the Senior Project Manager to control the purchasing, procurement and financial aspects of the R3 projects. The Lead Procurement Manager will supervise the procurement team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the procurement activities;
- Assigning tasks and managing the procurement team's personnel;
- Identifying and allocating resources to the procurement activities;
- Assisting the Senior Project Manager with the risk assessment of procurement issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in cost control, record keeping, auditing and procurement issues;
- Owning and pursuing outstanding procurement issues;
- Ensure the diligent preparation of submittals' packages and tracking their approval;
- Coordinating various components of projects to ensure the on-time delivery of purchased good or services;
- Promoting inter-team communication and keeping all the procurement team informed;
- Managing the individual group leaders of the procurement team;
- Assisting the Senior Project Manager in the evaluation of procurement team staff and performance;
- Assisting the Senior Project in the controls of the budget for the procurement activities;
- Assisting the Senior Project with status reports and presentations for the procurement activities;
- Promoting best accounting practices in the procurement activities;
- Promoting ethical behaviors and work ethic within the procurement team;
- Assuming responsibility for work products of the procurement team;
- Assuming responsibility for standardization and procurement issues during the construction phase; and
- Any other function required to support the R3 program.

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The Lead Procurement Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in cost control, record keeping, best accounting practices, purchasing process, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Procurement Manager must have:

- A bachelor's or master's degree from an accredited institution in financial, business, engineering, or economic related fields;
- At least ten (10) years of experience as team manager in the accounting, financial or procurement industries; and
- At least five (5) years of experience with construction projects, facilities management or real estate management.

3.2.5. Lead Construction Manager

The resource assigned as Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the R3 projects. The Lead Construction Manager will supervise the construction team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the construction phase;
- Assigning tasks and managing the construction team's personnel;
- Identifying and allocating resources to the construction phase;
- Assisting the Senior Project Manager in the risk assessment for the construction phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the construction and constructability issues;
- Owning and pursuing outstanding construction issues;
- Coordinating various components of projects to ensure the on-time delivery of the construction tasks and deliverables;
- Promoting inter-team communication and keeping all the construction team informed;
- Managing the individual group leaders of the construction team;
- Assisting the Senior Project in the evaluation of construction team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the construction phase;
- Assisting the Senior Project with status reports and presentations for the construction phase;
- Promoting high quality standard for the construction phase;
- Promoting ethical behaviors and work ethic within the construction team;
- Assuming responsibility for work products of the construction team; and
- Any other function required to support the R3 program.

The Lead Construction Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in construction (method, materials, equipment, etc.), Puerto Rico Building Code, safety, scheduling, contract administration, and construction management in CDBG disaster recovery or similar construction programs/projects. The Lead Construction Manager must have:

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- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Knowledge of design-build projects.
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects or Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as construction manager in the construction industry; and
- At least five (5) years of experience in the construction of housing or residential projects.

3.2.6. Lead Safety Manager

The resource assigned as Lead Safety Manager shall work together and under the direct supervision of the Senior Project Manager, to control the occupational safety and health aspects of the R3 projects. The Lead Safety Manager will supervise the safety compliance team of the R3 program, with the following responsibilities:

- Development, implementation and maintenance of the overall safety plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific safety plan for the R3 projects;
- Development and enforce safety protocols related to occupational safety and health issues:
- Preparing and certifying the regulatory documentation, related to occupation safety and health aspects, including but limited to: OSHA 300 form, OSHA 300A form, incident report, safety data sheets' binder, hazard communication, and warning labels;
- Analyzing incidents, tracking incident metrics, and preparing protocols to prevent future events;
- Preparing and conducting safety meeting and training with the group leaders of the safety compliance team;
- Assigning tasks and managing the safety compliance team's personnel;
- Identitying and allocating resources to the occupational safety and health activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and occupation safety issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the occupation safety and health issues;
- Owning and pursuing outstanding safety and health related issues, like, but not limited to: submittals, rigging plans, protocols, high risk events, OSHA, PROSHA, personal protection equipment, and safety inspections;
- Coordinating various components of projects to ensure the on-time delivery of safety compliance deliverables, including but limited to: rigging plan, risk evaluation, safety reports, tool box meeting, training, record keeping, and certifications;
- Promoting inter-team communication and keeping all the safety compliance team informed;
- Managing the individual group leaders of the safety compliance team;

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- Assisting the Senior Project Manager in the evaluation of safety compliance team, staff and performance;
- Assisting the Senior Project in the controls of the budget for the safety compliance activities;
- Assisting the Senior Project with status reports, trainings and presentations for the safety compliance activities;
- Promoting responsible safety and health practices during the abatement, demolition, construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the safety compliance team;
- Assuming responsibility for work products of the safety compliance team;
- Assuming responsibility for the prevention, communication and correction of safety issues during the all the phases of the R3 projects;
- Assuming responsibility for safety and health issues during the construction phase; and
- Any other function required to support the R3 program.

The Lead Safety Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in occupational safety, human health, risk assessment, labor laws and regulations related to workplace safety, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Safety Manager must have:

- A bachelor's from an accredited institution;
- Knowledge of OSHA regulations with regards to construction;
- 30 hour of OSHA training (OSHA trainer certificate preferred);
- Ability to train, influence, and motive groups and team members;
- Clear understanding of specific safety issues related to construction;
- At least ten (10) years of experience in the occupational safety and health industry; and
- At least five (5) years of experience in construction safety for housing or residential projects.

3.2.7. Lead Quality Control Manager

The resource assigned as Lead Quality Control Manager shall work together and under the direct supervision of the Senior Project Manager to control the quality control and quality assurance aspects of the R3 projects. The Lead Quality Control Manager will supervise the quality control team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially the quality control testing during the construction phase;
- Development, implementation and maintenance of the program's overall quality plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific quality plan for the R3 projects;
- Development and enforce quality control and quality assurance procedures and testing, related to construction;
- Tracking and resolving non-compliance reports;
- Preparing and conducting meetings and trainings with the group leaders of the quality control team;





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- Assigning tasks and managing the quality control team's personnel;
- Identifying and allocating resources to the quality control activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the quality control and quality assurance issues;
- Owning and pursuing outstanding quality related issues similar to, but not limited to: coordination drawings, quality control submittals, quality requirements, testing procedures, testing results, equipment start-up, quality control inspection, and mock-ups;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: testing, quality control reports, QC meetings, QC training, record keeping, and QC certifications;
- Promoting inter-team communication and keeping all the quality control team informed;
- Managing the individual group leaders of the quality control team;
- Assisting the Senior Project Manager in the evaluation of the quality control team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the quality control
 activities:
- Assisting the Senior Project Manager with status reports, trainings and presentations for the quality control activities;
- Promoting total quality control practices during the construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the quality control team;
- Assuming responsibility for work products of the quality control team;
- Assuming responsibility for the prevention, communication and correction of quality control issues, during the construction, closeout and warranty the phases of the R3 projects;
- Assuming responsibility for quality control issues during the construction, closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Quality Control Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality control, quality assurance, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Quality Control Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- Clear understanding of specific quality issues related to construction;
- Knowledge in Total Quality Management concepts and practical application to the construction industry;
- At least ten (10) years of experience as team manager in the quality management industry; and
- At least five (5) years of experience in quality control in the construction industry for housing or residential projects.



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3.2.8. Lead Human Resource Manager

The resource assigned as Lead Human Resource Manager shall work together and under the direct supervision of the Senior Project Manager to control the labor regulation compliance and staffing aspects of the R3 projects. The Lead Human Resource Manager will supervise the Human Resource team of the R3 program, with the following responsibilities:

- Development, implementation and enforcement of the program's personnel policy and employee manual for the R3 projects;
- Development, implementation and update of the projects' specific staffing plan for the R3 projects:
- Assist and track the subcontractor with the labor laws and regulation compliance for the R3 projects;
- Documenting, tracking and resolving staffing issues, complains and discipline;
- Preparing and conducting meetings and trainings with the group leaders of the human resource team;
- Assigning tasks and managing the human resource team's personnel;
- Identifying and allocating resources to the human resource activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the human resource issues:
- Ensuring the Selected Proposer and its lower tier contractors, document and comply with Executive Order OE-2018-033 "EXECUTIVE ORDER OF THE GOVERNOR OF PUERTO RICO, HON. RICARDO ROSELLO-NEVARES, TO INCREASE THE MINIMUM WAGE OF CONSTRUCTION WORKERS, TO BRING INTO FORCE THE LAWS REQUIRING THE USE OF CEMENT PRODUCED IN PUERTO RICO, AND TO REQUIRE THE USE OF LABOR AGREEEMENTS IN PUBLICLY FUNDED CONSTRUCTION PROJECTS":
- Owning and pursuing outstanding labor compliance related issues for the Selected Proposer and its subcontractors.
- Knowledge in the following subjects, but not limited to: minimum wage, the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: PRDOH documentation, labor compliance certifications, payroll weekly statement of compliance; worker classification system, and employee interviews;
- Promoting inter-team communication and keeping all the human resource team informed;
- Managing the individual group leaders of the human resource team;
- Assisting the Senior Project Manager in the evaluation of the resource team, staff and performance:
- Assisting the Senior Project Manager in the controls of the budget for the labor compliance activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the human resource activities:
- Promoting safe, healthy, fulling workplace, and fair compensation in all phases of the R3 projects;

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- Promoting ethical behaviors and work ethic within the human resource team;
- Assuming responsibility for work products of the human resource team;
- Assuming responsibility for labor compliance issues during the all the phases of the R3 projects; and
- Any other function required to support the R3 program.

The Lead Human Resource Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in labor law, conflict resolution, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Human Resource Manager must have:

- A bachelor's or master's degree from an accredited institution in business administration, laws, or human resource fields;
- Knowledge in Best Human Resource practical to the construction industry;
- At least ten (10) years of experience as team manager in the human resource or labor laws fields; and
- At least five (5) years of experience in human resource or labor laws compliance in the construction industry.

3.2.9. Lead Warranty Manager

The resource assigned as Lead Warranty Manager shall work together and under the direct supervision of the Senior Project Manager to control the final tum over and warranty phase of the projects of the R3 projects. The Lead Warranty Manager will supervise the warranty team of the R3 program, with the following responsibilities:

- Development, tracking, and certifying the projects' specific closeout checklist and binder for the R3 projects;
- Preparing and certifying the closeout procedures and documentation, related to the closeout process, including but limited to: checklist, record documents, permits, taxes, certification, insurances, and warranties;
- Preparing and conducting closeout and warranty meeting with the group leaders of the warranty team and stakeholders;
- Assigning tasks and managing the warranty team personnel;
- Identifying and allocating resources to the warranty activities;
- Owning and pursuing outstanding closeout and warranty issues, like, but not limited to: final inspections, non-conformance work, and outstanding debts;
- Coordinating various components of projects to ensure the on-time delivery of closeout and warranty deliverables, including but limited to: record drawings, record specifications, closeout binder, warranty certifications, master plumber certification, professional electrician certification, commissioning, and final cleaning;
- Promoting inter-team communication and keeping all the warranty team informed;
- Managing the individual group leaders of the warranty team;
- Assisting the Senior Project Manager in the evaluation of warranty team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the warranty activities;



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- Assisting the Senior Project Manager with status reports, trainings and presentations for the closeout and warranty activities;
- Promoting ethical behaviors and work ethic within the warranty team;
- Assuming responsibility for work products of the warranty team;
- Assuming responsibility for the closeout and warranty issues during the closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Warranty Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Warranty Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- At least ten (10) years of experience as team manager in the construction industry; and
- At least five (5) years of experience in the construction industry for housing or residential projects.

3.3. Organizational and Staffing Plan

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor), position, rank and relationship of the personnel performing any Construction Manager services or planned to work on the R3 Program. The Proposers' organization and staffing plan shall specifically include the required number of personnel, roles, and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

4. Deliverables and Milestones

The Selected Proposers are responsible to complete the specific activities and task for the R3 Program as describe in this section. These deliverables must be produced in a timely manner with the utmost diligence. The PRDOH or its representatives could modify (reduce or expand) theses deliverables or milestones, as required by the R3 Program circumstances. The deliverables required in this section will be presented in the Proposers schedules as milestones of the program or the projects.

4.1. Planning and Design Deliverables for Replacement Homes

The PRDOH will require three (3) phases of design for replacement homes (to be implemented under the reconstruction and relocation venues of the R3 Program). The first phase is the Conceptual Design. The second phase is Design Development. The third phase is the Construction Documents Phase. For repair works to be performed under the Program only Phase III of design (Construction Documents Phase) will apply. All Proposers will present their design alternatives for review in the following phases and timeframes.

4.1.1. Conceptual Design (Phase I)



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The conceptual design for single-story and two-story 3-bedroom Model Homes will be submitted as part of the Proposals. For single-story and two-story 2-bedroom and 4-bedroom Model Homes the conceptual designs will be submitted after contract execution. Proposers must submit all the necessary information to clearly explain the design and construction technique intentions. The information and drawings for the Model Homes must clearly express the designer's intents in the following concepts:

- Appearance and aesthetics;
- Functionality and universal design;
- Areas and space distribution;
- Quality of proposed materials;
- Construction methodology and innovation; and
- Sustainability and resiliency.

4.1.1.1. Drawings

For conceptual design purposes one facade will be presented for each Model Home. The base model designs will be illustrated in floor plan, elevations, and sections drawings with a graphic scale. It is not necessary to include a site plan drawing in this phase. These renderings should be produced in standard commercial software like AutoCAD®.

4.1.1.2. Renderings

Conceptual designs must include color renderings of (i) a perspective view of the home, (ii) a 3D view of the front-façade, and (iii) a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper. The hardcopy illustrations must have a high-quality printing and paper. Digital copy of the rendering could be required as part of the RFP evaluation process. These renderings should be produced in standard commercial software like Revit© or SketchUp©.

4.1.1.3. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: (i) the codes and versions of such codes to be used for the Model Homes, (ii) the spaces provided and layout functionality, (iii) the proposed construction materials, (iv) the proposed construction methods to be used, (v) any energy efficiency or water conservation considerations, (vi) any sustainable design considerations, (vii) the expected time for construction, (viii) any necessary strategies to meet designated budgets; and (ix) how the home will comply any of the Green Standards set forth in this Scope of Work.

4.1.1.4. Document Format

Drawings, renderings and design narrative must be presented in an 11" \times 17" (tabloid) bound booklet. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: design narrative, cover sheet, floor plans and room legend, sections, elevations, 3D drawings and other documents. Digital files must be supplied in CD or DVD disc(s).

4.1.1.5. Schedule of Deliverables



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Time is of the essence for the R3 Program and the disaster recovery efforts The Proposers shall be responsible for completing the conceptual design activities and must produce the products or services required within the following timeline:

 Conceptual Designs for all Model Homes (Standard and ADA Compliant, single- and two-story): To be submitted within ten (10) calendar days from contract execution.

4.1.2. Design Development (Phase II)

The Selected Proposers will submit a more detailed presentation of all the Model Homes for the evaluation and approval of the PRDOH or its representative. The Proposers should expect frequent communications, clarifications, and meetings with PRDOH or its representative. During this phase the Selected Proposers will prepare a standard: cost estimate, drawings, technical specification and permits, for the Model Homes.

4.1.2.1. Drawings

The Selected Proposers shall develop and submit drawings for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These drawings will illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. The drawings must include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical drawings. These renderings should be produced in standard commercial software like AutoCAD©.

4.1.2.2. Technical specification

The Selected Proposers shall develop and submit technical specifications for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These specifications will describe the materials, products, quality, testing, construction method, and execution, technical specifications are to include, as a minimum, the following: general requirements; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; exterior improvements; and utilities. The technical specifications should be produced in standard commercial software like MasterSpec@.

4.1.2.3. Renderings

The Selected Proposers shall develop and submit for all the Home Models (standard) color renderings of (i) a perspective view of the home, (ii) a 3D view of the front-façade, and (iii) a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper and digital copy. The hardcopy illustrations must have a high-quality printing and paper. These renderings should be produced in standard commercial software like Revit© or SketchUp©.

4.1.2.4. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: (i) the codes and versions of such





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codes to be used for the Model Homes, (ii) the spaces provided and layout functionality, (iii) the proposed construction materials, (iv) the proposed construction methods to be used, (v) any energy efficiency or water conservation considerations, (vi) any sustainable design considerations, (vii) the expected time for construction, (viii) any necessary strategies to meet designated budgets; and (ix) how the home will comply any of the Green Standards set forth in this Scope of Work.

4.1.2.5. Cost Estimate

The Proposers shall submit a detailed cost breakdown of the construction of each of the Model Homes submitted with the Design Development Phase. The cost breakdown must be itemized, show estimated cost of all trades, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis.

4.1.2.6. Document Format

The Selected Proposers must present the drawings, renderings in an 11" x 17" (tabloid) bound booklet. The technical specification and design narratives in an 8-½" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

4.1.2.7. Permits and Endorsement

The Selected Proposers shall prepare, submit, and obtain all preliminary construction permits and endorsements for all the Model Homes. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to a preliminary construction permit as per OGPe ("Oficina de Gerencia y Permisos" for its Spanish Acronym) guidelines for designs for which no site has been selected.

4.1.2.8. Schedule of Deliverables

Time is of the essence for the R3 Program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the design development activities and must produce the products or services of this section in the following timeline:

Design Development Documents and Applicable Permits for all Model Homes (Standard and ADA Compliant, single- and two-story): To be submitted within twenty (20) days from the PRDOH's or its representative's approval of the Conceptual Design Phase.

PRDOH and its representatives will evaluate all documents submitted, and issue comments or approve them within ten (10) days of receipt.

4.1.3. Final Construction Documents (Phase III)

The Selected Proposers will develop and submit the final construction documents for all the repair and replacement home construction. For repair works this is the only design submission required for the R3 Program. The final construction documents will include all revisions required by the



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PRDOH or its representative, as well as the final permits approval for construction. This phase of design will be executed by the Selected Proposers upon assignment of homes through the R3 Program. Homeowners, when a replacement home is to be constructed, will select the façade for the home, paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that has no impact on costs.

4.1.3.1. Project Site and Conditions

The Selected Proposers will assess the specific property to complete the design. Construction Managers will be expected to diligently engage its organization to complete the civil and structural analysis, and design.

4.1.3.2. Drawings

The Selected Proposers shall modify Model Home Plans and specifications as completed during the Design Development Phase to incorporate to the design the site conditions for the lot where the home is to be built and incorporate all design options selected by the homeowner to the drawings. The drawings developed during this stage of design will become the Final Construction Documents for the projects. Drawings shall illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. Drawings are to include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical. These renderings should be produced in standard commercial software like AutoCAD©.

4.1.3.3. Technical specification

The Selected Proposers shall modify and complete the technical specifications approved under the Design Development Phase. These final specifications will describe the materials, products, quality, testing, construction method, and execution for each project assigned. The specifications are to include, as a minimum, the following: existing conditions; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; earthwork; exterior improvements; and utilities. These technical specifications should be produced in standard commercial software like MasterSpec@.

4.1.3.4. Document Format

The Selected Proposers must modify and present the final drawings in 24" x 36" sheets. All presentation material shall be delivered in printed and digital format (PDF). The final drawings set will have the following order per sheet: cover sheet, titles, civil, structural, architectural, plumbing, mechanical, and electrical. The Project Manual will have the following order: technical specification with MasterFormat sequence and other relevant documents. The Plans will have a graphic scale, the title of each drawing, and PRDOH logo and name. A presentation format for these drawings may be specified before delivery. Digital files must be supplied in CD or DVD disc(s).

4.1.3.5. Permits and Endorsement

The Selected Proposers shall prepare, submit, and obtain all final construction permits for all the homes assigned. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to the construction permit as per OGPe ("Oficina de Gerencia y Permisos" for its Spanish Acronym).

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4.1.3.6. Schedule of Deliverables

Time is of the essence for the R3 program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the Final Construction Drawing activities and must produce the products or services of this section within twenty (20) days from the assignment of homes.

4.2. Lead and Asbestos Abatement, Demolition, Repair, and Replacement Home Construction Deliverables

The Selected Proposers will be responsible for completing all work applicable to the homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- Design and Permitting: Construction Managers, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Construction Managers must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of this document will be measured from the date assignments are issued to the Construction Manager.
- Repair Works: All work under a repair award must be completed by Construction Managers within sixty (60) days. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.
- Replacement Home Construction Work: All work under an award that requires the construction of a replacement home must be completed by Construction Managers within one hundred and eighty (180) days. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construccion") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

Repair Work and Replacement Home Construction Work periods of performance are subject to liquidated damages. If any issues or events that warrant a time extension to the periods of performance of the Construction Managers as set forth above arise, then the proper request for a time extension shall be submitted by the Construction Manager to the PRDOH for evaluation. If the request is justified and warrants a time extension the PRDOH shall extend the time allotted to

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the Construction Manager for the completion of the assigned works. Approved time extensions are non-compensable excusable delays.

5. Metrics, Milestones, and Performance

The PRDOH or its representatives will actively review the Selected Proposers' responsiveness and performance in the R3 program. Repeated failures or low performance will result in limited future assignments of projects, reduction in the geographical regions assigned, or a probation period without receiving additional R3 projects. Construction Managers will be evaluated during the life of the Contract for:

- Workmanship: To be quantified by examining the ratio of total failed milestone inspections. The R3 Construction Managers with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- Average Build Time: Calculated as a measure of the total number of days from a notice to proceed to passing a final inspection. The R3 Construction Manager with the lowest average build time is assigned a higher weighted factor;
- Work in Progress: A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the R3 Construction Manager. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of each R3 Construction Manager;

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Client and Homeowner Satisfaction: This evaluation will be performed using customers surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Selected Proposers to be used in an improvement tool for the R3 Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be share and discussed with the corresponding Construction Manager.

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Construction Managers through the life of the Contract and the R3 Program.

6. Compliance of Work with Federal Laws

6.1. [Reserved]

6.2. Fair Labor Act

All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Fair Labor Act.

6.3. Davis-Bacon Act

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All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, if applicable¹.

7. Environmental Review

Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The Environmental Reviews of the properties in the R3 Program will be prepared by Environmental Consultants retained by the PRDOH. An environmental review process will be required for all awards to be issued under the R3 Program to ensure that the proposed activities do not negatively impact the surrounding environment and that the property itself will not have an adverse environmental or health effect on end users.

The R3 Program will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all R3 projects shall have an Environmental Review Record (ERR). The ERR for the projects will set forth (a) the existence of negative impacts on a site, (b) the means to mitigate negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if all other options fall and it becomes the most prudent action to take. Selected Proposers will be responsible for implementing any means to mitigate negative environmental impacts for projects, including lead and asbestos abatement measures.

7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead form dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.





I Generally. Dovis-Bocon applies to contractors and subcontractors performing on federally funded or ossisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction which consists of projects involving the construction, alteration, or repair of eight or more separate, contiguous single-family houses operated by a single entity as o single project ar eight or more units in a single structure. In the case of the R3 Program, Davis-Bacon requirements may not be triggered, since the Program is limited to single-family rehabilitation/reconstruction.

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7.2. Asbestos Survey

Exposure to asbestos increases risk of developing lung diseases. In general, the greater the exposure to asbestos, the greater the chance of developing harmful health effects. Disease symptoms may take many years to develop following exposure. Because of its fiber strength and heat resistance asbestos has been used in a variety of building construction materials for insulation and as a fire retardant. Asbestos has also been used in a wide range of manufactured foods, mostly in building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), friction products (automobile clutch, brake, and transmission parts), heat-resistant fabrics, packaging, gaskets, and coatings. Asbestos fibers may be released into the air by the disturbance of asbestos-containing materials during product use, demolition work, building or home maintenance, repair, and remodeling.

An asbestos survey is used to locate and describe asbestos-containing materials in a structure. The R3 Program will conduct comprehensive building asbestos surveys through inspection of the properties. The Asbestos Surveys of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

8. Damage Assessment Report

A Damage Assessment Report prepared by the PRDOH's representative will be given to the R3 Construction Manager for each property. These damage assessments will be performed by qualified Program Damage Assessors from the Program Managers. These reports and their probable estimated cost of repairs will be the base to determine if a house will be repaired or replaced.

The Damage Assessment Report, in addition to documenting actual damages sustained by the dwelling unit, because of Hurricane's Irma and María, will also serve to establish the scope of work for the repair task of the R3 Construction Manager. This report will have the following information:

- The total cost of the rehabilitation to bring the home within the R3 Program parameters;
- The quantification of the value of work performed by the applicant at his/her home after the disaster;
- Detailed item-by-item take-off of the damages identified, for cost determination. The take-offs shall be combined with standardized unit prices (Program's Unit Pricelist) for each type of damage;
- Photographic evidence of the home's exterior including photos of the front, back, and sides. Any additional photograph required to document the overall building structure and site;
- Photographic evidence of the damages identified during the damage assessment;
- Any conditions identified (engineering or otherwise) during the assessment that may not allow rehabilitation works to be performed at the home and, as such, may trigger reconstruction or relocation;
- Overall recommendation for the Scope of Work to be performed through the R3 Program (i.e. Rehabilitation, Reconstruction, Relocation); and

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Any other pertinent information to the Damage Assessment Report.

9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

- Facilitates communication and provides consistency amongst the PRDOH and its vendors (including Construction Managers);
- Ensures applicants are treated fairly during award determination process;
- Prevents unfair and unbalanced treatment to applicants;
- And facilitates the review and approval of applications for payment and change orders for Construction Managers.

The R3 Program will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use pricing information from general contractos, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing date that they research and report on. Xactaware's Pricing Lists have been used in other implementations of CDBG-DR Programs all through the United States (e.g. Louisiana, North Carolina, Texas, West Virginia, etc.) and has been accepted by HUD as of reasonable cost.

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List PRSJ8X_JUN19 for Puerto Rico and for the month of June 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

Xactaware's Pricing Lists are published through Xactimate Software. Therefore, Construction Managers are required to acquire, maintain, and pay for Xactimate Licenses while under an engagement with the PRDOH for Construction Management Services.

As Xactaware's Pricing Lists may not hold every item of work required by the Program, the PRDOH reserves the right to include additional items of work and their reasonable pricing/cost as part of Program issued documents. Construction Managers must perform work specified under additional line items published by the PRDOH, at the pricing established by the PRDOH, when works that include such additional line items are assigned. PRDOH will only establish pricing at reasonable costs. Additional Line Item Lists, and their updates, will be published by the PRDOH as part of program issued documents whenever necessary.

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> Xactaware's Pricing Lists in combination with any Additional Line Item List published by PRDOH are the Program Unit Price List. All work performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as with the Minimum Architectural and Design Standards included as Attachment 8 to the RFP.

9.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the R3 Program. Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of indirect expenses (general overhead) such as (i) salaries and benefits of employees and personnel like bookkeepers, executives, administrative personnel, purchasing staff, estimators, and anyone else working on the central offices and not directly employed on a specific project; (ii) any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes; (iii) any physical property including vehicles and associated cost; (iv) costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; (v) and depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business. Overhead is also inclusive of any direct expenses (job overhead) such as (i) cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space; (ii) project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and job superintendents, among other employed on-site staff; (iii) temporary facilities such as on-site offices and other temporary structures like tool sheds, on-site container storage, temporary barricades, railing, ramps, walls, and protection; (iv) temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees; (v) cost for drinking water for on-site staff and workers including cups and maintenance; (vi) project photographs and signage; (vii) surveying and project staking; (viii) site cleanup, both daily and final; and (ix) and testing and inspection required including pumping, soil testing, and material testing.

9.2. Profit

Profit for Program Unit Price List Items will also be standardized under the R3 Program. Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

10. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;





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- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

Each assigned home will have pay points dependent on the type of work assigned to the Selected Proposers. General pay points for work are as follows:

- Repair Works: Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
- Construction of Replacement Homes: Four (4) pay points have been currently identified for construction or replacement homes. These pay points are (1) upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), (2) upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), (3) upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and (4) upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

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Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

- Puerto Rico Building Code (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
- 2. Puerto Rico Residential Code (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
- 3. Puerto Rico Mechanical Code (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
- 4. Puerto Rico Plumbing Code (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
- 5. Puerto Rico Fire Code (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
- Puerto Rico Fuel Gas Code (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
- 7. Puerto Rico Energy Conservation Code (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
- 8. Puerto Rico Existing Building Code (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
- 9. Puerto Rico Private Sewage Disposal Code (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
- 10. Puerto Rico Swimming Pool and Spa Code (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

All work performed by R3 Construction Managers must also comply with most current federal, state and local, codes, laws, regulations and standards including, but not necessarily limited to:

- Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use, and Business Operations ("Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, uso de terrenos y operación de negocios"), as adopted on June 7, 2019;
- Local planning and zoning requirements;
- 3. Planning and Capacity Building (Section 105(a)(12) of the HCDA);
- 4. Energy Development Goals (Section 105(a)(16) of the HCDA);
- 5. Puerto Rico Firefighters Code; most current approved version;
- 6. Applicable Environmental Regulations;

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- 7. Applicable HUD Terms and Conditions;
- 8. Fair Housing Act, as amendment;
- 9. American with Disabilities Act (where required)

12. Tasks

The R3 Program is a complex and extensive program that will cover all municipalities of Puerto Rico. The following are the tasks the PRDOH expects Construction Managers to perform professionally, diligently, and adhering to the highest standards of the construction industry.

12.1. Task 01: Construction Management/Administration

Selected Proposers' organization must have the knowledge, experience and resources to incorporate the best construction management and administrative technics to the R3 Program.

12.1.1. Duties and Responsibilities

- Organized the Selected Proposers' personnel and subcontractors;
- Expedite the R3 process to deliver the repaired, reconstructed, or newly constructed homes diligently and within budget;
- Standardize the document controls to improve the quality of the documentation and construction:
- Standardize the design processes and solutions, while reducing the submittals and clarifications, burden on the Owner and its representatives;
- Ensure compliance with local and federal regulations, including permit and environmental laws;
- Provide solutions to the unforeseen conditions and reduce contract modifications;
- Ensure compliance with the Buying American Act;
- Increase the compliance with green building initiatives/checklists; and
- Standardize and expedite the close-out process of the projects.

12.1.2. Document Control and Information Technology

The Selected Proposers shall engage in the use of the latest technologies for the document controls and information technologies as an ancillary requirement to operate and interact with the R3 Program. No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided to the Construction Managers. The Selected Proposers must expect the usage of the following commercial technologies, but not limited to:

- Word processor software, like MS Word or Google Docs;
- Spread sheet software, like MS Excel or Google Sheets;
- Web browser software, like MS Edge or Google Chrome;
- Presentation software like MS PowerPoint or Google Slides;
- File Transfer services, like MS SharePoint or Dropbox;
- Project Scheduling software, like MS Project or Primavera;
- Computer Aid Design (CAD) software, like AutoCAD, MicroStation or Revit;
- Geographic Information Systems (GIS), like Geosoft or ArcGIS;
- Scanners for drawings and documents with Optical Character Recognition (OCR) capacity;
- Estimating database and software, like Gordian RSMeans and Xactimate; and
- Grant Management Software to be provided by the PRDOH.





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12.1.3. Occupational Safety and Health

The Selected Proposers must comply with the federal, state or local labor laws, related to the occupational safety, health and wellbeing of the employees and stakeholders of the Construction Manager organization. Selected Proposers will prepare and update, from time to time, the Safety Plan (general or projects' specific). The Selected Proposer will have the qualified and competent safety personnel to ensure and reduce the risk of accidents or incidents. The Selected Proposers will be responsible to provide the Personal Protection Equipment (PPE) to all employees and visitors, including, but limited to, the PRDOH or its representatives during the visits or meetings at the projects.

12.1.4. Quality Control and Quality Assurance

The Selected Proposers must comply with the highest quality parameters for the residential construction industry. These quality parameters will be prepared and updated by the Selected Proposers in the Quality Plan. The Quality Plan will be coordinated and approved by the PRDOH or its representatives. The projects' specific quality control and quality assurances procedures, testing, and reporting will be developed by the Construction Managers' design team as part of the technical specifications of each project and approved by the PRDOH or its representatives.

12.1.5. Resilience Standard

The Proposers shall incorporate resilient materials and characteristics into the design and performance of repair and replacement home construction projects. The Selected Proposers are expected to include resilient materials like concrete, as well as resilient characteristics like seismic restraints for equipment and windstorm resistant for exterior windows.

12.1.6. Green Building Standard

The R3 Program's construction activities must comply with the Green Building Standards as described in the Federal Register (83 FR 5844) published on February 9, 2018. All rehabilitation, reconstruction, or new construction should be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigating impact of future disasters.

12.1.6.1. Green Standards for Repairs

The Selected Proposers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

- HUD Guidelines on the Community Planning and Development Green Building Retrofit Checklist;
- HUD CPD Green Building Retrofit Checklist;
- Use of mold resistant products when replacing surfaces;
- Use of Energy-Star labeled products or appliances;
- Use of WaterSense labeled products or appliances; or
- Use of Federal Energy Management Program (FEMP) designated products or appliances.







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The Selected Proposers will require that all Reconstruction or New Construction covered by this RFP meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR Certified Homes (version 3 program requirements for the Tropic);
- Enterprise Green Communities;
- LEED BD+C (Building Design and Construction);
- LEED Homes;
- LEED O+M (Building Operations and Maintenance);
- LEED ND (Neighborhood Development);
- ICC-700 National Green Building Standard;
- EPA Indoor AirPlus (ENERGY STAR a prerequisite);
- The "Permiso Verde" from the "Oficina de Gerencia de Permisos"; or
- Any other equivalent comprehensive green building program acceptable to HUD.

The Proposer must identify which Green Building Standard(s), they plan to use for the rehabilitation, reconstruction, or new construction projects. Selected Proposers must comply with at least one of the standards set forth above as certification under a Green Building Standard is a program requirement as part of project closeout and final payment to the Proposer.

Due to the above, the PRDOH encourages selected Proposers to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed such as it is the case with the Energy Star Certification. At any time during the contract, and with the consent of the PRDOH, selected Proposers may change the Green Building Standard to be used for homes at which construction has not yet begun.

12.1.7. Public Relations

The Selected Proposers are expected to cooperate with R3 Program's public relation efforts and facilitate dissemination of information. In order to achieve these goals, the Selected Proposers will, from time to time, provide and assist with data and information related to the R3 Program and its performance. The Construction Mangers will channel any communication requests though the PRDOH and its representatives. The Proposers are not authorized to share any of the internal documents, data, confidential materials or sensitive information related to the R3 Program, unless an express and written authorization are provided by PRDOH.

12.1.8. R3 Program Coordination

The Selected Proposer will be responsible for the coordination and communication with the other entities working in the R3 Program. These R3 Program's team member will be:

- PRDOH: The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery. This public entity is called the "Owner" in the R3 Program;
- Program Managers: responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. Will also be responsible for the inspection of all works completed through the housing programs. This entity will provide services to the PRDOH that could include, but are not limited to, operation support, construction compliance, project management, statutory compliance; document control, accounting and reporting for the PRDOH;

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- Cost Estimators: responsible for the estimating services in the construction and non-construction services for all CDBG-DR Programs. This entity will provide services to the PRDOH, that could include but are not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost analysis;
- **Environmental Consultants:** responsible for the environmental reviews of the properties in the R3 Program. This entity will provide services to the PRDOH that could include, but are not limited to, wetland evaluation, environmental site assessment, environmental testing, historical site evaluation, and archeological study.

Proposers may have to coordinate and communicate with additional stakeholders through the life of the Program.

12.2. Task 02: Architectural and Engineering Design

The Selected Proposers will be responsible for all aspects relating to the design of single-family homes. These designs will be performed and certified by individuals who are licensed to practice the professions of architecture or engineering in Puerto Rico. Services provided by Construction Managers, its subcontractors, agents and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of services under the contract. Also, Construction Managers must possess all necessary permits, endorsements and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Construction Managers, and each of their employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permits, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of submission of a Proposal and for the duration of the any Contract. Construction Managers will ensure that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience and license to perform such works, according to applicable federal and local rules and regulations.

The design for non-substantially damaged single-family homes will fall under the design category of Repairs. The design for substantially damaged single-family homes or structures in high risk areas, as determine by the PRDOH or its representative, will fall under the design categories of Reconstruction in place or New Construction. Existing homes that require demolition or abatement will fall under the design category of Demolition. The design of demolition work for substantially damaged homes will also be part of the Selected Proposers' responsibilities.

The risk of design includes (but is not limited to): inadequate design planning and substandard design versus user requirements; ineffective design development coordination and delays in complying with schedules; risk that design does not fully comply with technical requirements, relevant codes, and standards; and general risk of not completing the design on schedule and within budget.

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12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-In for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

12.2.3. Specific Requirements:





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- Primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. For the purpose of clarity, the use of local manufactured cement will apply to any cast-in-place concrete work performed. The use of non-locally manufactured cement may be permitted when materials or products are not locally available in sufficient quantities or if required quality standards cannot be achieved with local products.
- Single-Family Manufactured or Modular homes will be allowed.
- All the engineer or architectural research, data and analysis necessary for the completion of the R3 designs will be included in the costs of the repairs, reconstruction or new construction work. These ancillary costs may include but limited to: soil studies, traffic studies, tree inventory, hydrology & hydraulic study, or land surveys;
- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$145,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$160,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$170,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$205,000.00;
- Maximum Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- Maximum Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional

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sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.

- If applicable, the design of homes must include modifications to accommodate SHPO requirements.
- Homes to be built on a historic district, must submit and conform the façade designs to the special permit requirements as dictated by the federal and local cultural and preservation offices; and
- All Model Homes shall have the options for applicants to choose from such as exterior paint color schemes, cabinets color scheme, floor color schemes, and any other optional component that will not have an impact on costs.

12.2.4. Repairs

The Selected Proposers will design the repair work of existing non-substantially damaged homes as indicated in the Damage Assessment Reports. Due to the nature of the repair work the Selected Proposers will be expected to create practical design and custom solutions for each household. The design for the repair work will be discussed and approved by the PRDOH or its representatives, sprior to its execution.

12.2.5. Reconstruction or New Construction

Homes constructed for the R3 Program aims to make its housing units usable by more LMI households at little to no extra cost. The Selected Proposers must aim to build resilient housing units that maintain livable conditions in the event of extended loss of power or water.

12.2.6. Minimal suggested approximate area requirements

<u> </u>				
Space	2-Bedrooms	3-Bedrooms	4-Bedrooms	
Front Porch	60.00 sq. ft.	60.00 sq. ff.	60.00 sq. ft.	
Kitchen	90.00 sq. ff.	90.00 sq. ft.	90.00 sq. ft.	
Living / Dining Area	240.00 sq. ft.	240.00 sq. ft.	240.00 sq. ft.	
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ff. (at least one) 110.00 sq. ff. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)	
Total Min. Area	800,00 sq. ff.	1,000.00 sq. ff.	1,200.00 sq. ft.	

Homes constructed under the R3 Program must include a carport slab (not roofed) for at least one (1) vehicle.



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12.2.7. Single-Story Detached houses

Homes for construction in urban or suburban lots with front, rear, and lateral yard space in accordance with zoning regulations. These types of homes must not share walls with adjacent homes (no rowhouse nor twin house configuration). Patio homes, in which the wall of a lateral yard is shared with the interior of the adjacent house may be a design option to be discussed before the presentation of the first Schematic Design Phase.

12.2.8. Party-Wall houses

In urban lots where lot space is at a premium or in rural setting where the lots have geometrical constraints. These houses are to be built in generally narrow lots where the unit lateral walls meet the lots limits, adjacent to neighbor buildings' walls/property, and where continuous lateral yards are impractical. Thus, the availability of natural light and ventilation availability must be achieved by incorporating creative design solutions such as non-continuous yards or wells. These models must have a rear yard as per zoning regulations, but a front yard may not be required or desirable (consult zoning and land use plans of specific locations).

12.3. Task 03: Permits and Endorsements

The Selected Proposer shall secure and pay for all incidental permits, endorsements, or certifications required to execute and use the repaired, reconstruction, or new construction project, as assigned to them and within the boundaries of the R3 Program. These permits, certifications, or endorsements shall be acquired in a timely manner to not adversely affect the progress of the work and the critical path of the work. Permits must be acquired in the name of the Program beneficiary (i.e. homeowner). The list of typical permits or endorsements shown below is a general list and shall not interpreted by the Proposer as an exclusive list of documents, other permits could be required for each project.

12.3.1. List of Permits or Endorsements

- Department of Transportation endorsement;
- Solid Waste Authority endorsement;
- Fire Department endorsement;
- Department of Agriculture endorsement;
- Municipality endorsement;
- Culture Institute endorsement;
- State Historical Preservation Office endorsement:
- United States Army Corp of Engineers endorsement;
- Environmental Quality Board endorsement;
- Planning Board endorsement;
- Department of Natural Resources and Environmental permit;
- General Consolidated permit;
- Public Service Commission permit;
- Demolition Permit;
- Lead and Asbestos Abatement permit;
- Construction permit;
- Propane Gas permit;

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- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Roadwork construction or modification permit;
- PREPA endorsement;
- PRASA endorsement; and
- Occupancy permit ("Permiso de Uso").

12.4. Task 04: Lead & Asbestos Abatement

The Selected Proposer shall secure and pay for all abatements permits, mitigation work, testing, and certifications required to execute the cleaning and prepare the projects for the demolition, rehabilitation, reconstruction or new construction activities. This task has to be completed in a timely, secure and safe matter, to ensure the compliance with the environmental laws and regulations.

12.4.1. Objectives

- Mitigating or removing the hazardous material from the household;
- Mitigating or removing the Hazardous material from the community;
- Preparing the structure for general demolition;
- Preparing the structure for selective demolition; and
- Improving the standard of living and wellness for the impacted households.
- Obtaining environmental clearance once all abatement work is completed.

12.4.2. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English.
- Project or coordination meetings may be carried out in Spanish or English.
- Acquiring a copy of the lead hazard assessment and reports, prepare by the PRDOH's Environmental Consultants;
- Acquiring a copy of the asbestos survey and reports, prepare by the PRDOH's Environmental Consultants;
- Providing homeowners with the Lead and Asbestos Pamphlet;
- The Selected Proposer will start the mitigation or abatement work as directed in writing, by the PRDOH or its representatives; and
- The Selected Proposer will be responsible for the design, permits and expenses related to this task.
- All LBP contractor activities must be implemented in accordance with the EPA's 2008 Renovation, Repair, and Painting (RRP) Rule.

12.4.3. Specific Requirements (if required)

- Providing a secure perimeter and appropriate signages for the mitigation or abatement activities in the project, while safeguarding the public;
- Performing the abatement design or mitigation procedures, as required by the hazardous materials assessment;
- Performing all the mitigation or abatement in the house or project;



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- Performing all the inspection and material disposals as required by the environmental laws and regulations;
- Performing all the testing and certification required for the mitigation or abatement in the house or the project;
- Closing the mitigation of abatement permits;
- Providing evidence and digital copy of the closing documentation of the mitigation of abatement permits; and
- Documenting and reporting all the mitigation or abatement activities.

12.4.4. Notice of Completion

The mitigation and abatement for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the hazardous materials have been mitigated or eliminated from the house or project;
- Delivery of the test results have been provided to PRDOH or its representatives;
- Delivery of the final inspection reports with certification have been provided to PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies;
- The Asbestos Abatement permit have been closed with the corresponding government agencies; and
- The PRDOH or its representative have provided a written confirmation that this task has been completed.

12.5. Task 05: General Demolition

The Selected Proposers will provide the general demolition services for the Reconstruction, New Construction, or Relocated families. The demolition activities will be assigned to the Construction Managers by the PRDOH or its representatives. If required, the lead and asbestos abatement will be performed by the Selected Proposers under the Task 04 and before the General Demolition starts. The Contractor may not perform any work outside of the approved written task without prior authorization or an approve Change Order to the work order. The demolition's work plan will be designed by the Selected Proposers.

12.5.1. Notice of Completion

The general demolition for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- The house structure has been removed and the resulting materials disposed as required by the demolition design, permits, and regulations;
- The site has been clean of all debris, trash or unsuitable materials;
- The site has been prepared to a level that permits the start of the foundations;
- The grading for the structure and site has been adjusted to the require levels of the demolition design and flood analysis; and
- The Owner or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Contract.



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12.6. Task 06: Single-Family Repair

Homes with an estimated cost of repair less than \$60,000 or 50% of the current value of the home, whichever is lesser, will be rehabilitated in place to achieve living standards and compliance with applicable building codes. The estimated costs of repair will be determined by the Program's Damage Assessment Report. The repair scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representative. Construction Managers must confirm on site all work stated in the Damage Assessment Report.

12.6.1. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- Selective demolition will be executed and paid under this task;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required for the rehabilitation of property, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Rehabilitation of a home in substantially the same manner as the original condition before the disaster, subject to practical, technical or legal limitations (deviations are permitted for reasons of safety or of otherwise impractical);
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task; and
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP.

12.6.2. Specific Requirements

The Selected Proposer will be required to repair the eligible homes from an array of repairs ranging from minor to mayor. The rehabilitation activities for each dwelling unit will be based in the Damage Assessment Report and may include, although not be limited to, the following:

Preparing a work plan and schedule for each household repair, using the information provided in the Damage Assessment report and Probable Cost Estimate;

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- Verifying the information giving by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions. This report will
 certify if the conditions observed match the Damage Assessment report, if not it will list
 the discrepancies;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Providing architectural and engineering construction plans and technical specification for the repair work;
- Selective demolition of site, exterior or interior elements in the lot;
- Site clearance and improvements;
- Removal of buildings materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Installation of smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of water and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, and modification or replacement of heating and cooling equipment;
- Utility connection from residential structure to water distribution system or local sewer collection lines, or installing septic tank system;
- Utility connection from residential structure to electrical distribution system;
- Building envelops rehabilitation, including: roof, exterior doors, exterior windows, exterior walls, siding, and exterior MEP systems.
- Removal of materials and architectural barriers that restrict the mobility and accessibility
 of elderly and severely disabled persons to the dwelling unit;
- Improvements to the quality of life of elderly and handicap persons, that are eligible for rehabilitation;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;
- Preserving or restoring properties of historic significance;
- Surface preparation and finishes rehabilitation, including painting;
- Flooring repairs or replacement;
- Cabinet, shelving and appliances replacement;
- MEP equipment repair or replacement;
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the repaired elements. This report will certify that all the conditions observed in the Damage Assessment report were corrected and certify any deviation work or modifications performed.

12.6.3. Notice of Completion

The individual rehabilitation projects under this task will be consider completed, when the following conditions are met:



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- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the PRDOH or its representative;
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.

12.7. Task 07: Single-Family Reconstruction or New Construction

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

12.7.1. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Specially construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task;
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP;
- The home reconstruction or new construction will provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on Applicant eligibility;





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- The reconstructed or newly constructed dwelling unit will be a single-story or two-story unit, as determinate by the PRDOH or its representatives; and
- The façade style for the reconstruction or new construction dwelling unit will select by the homeowner and approved by the PRODH or its representative, during the preconstruction meeting. Homeowner will also choose from options such as exterior paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that will not have an impact on costs.

12.7.2. Specific Requirements

The Selected Proposer will be required to construct a new dwelling unit for a single-family in the same lot (Reconstruction) or a new lot (New Construction). The reconstructed or newly constructed housing unit will be based on the Model Homes, previously pre-approved by the PRDOH or its representatives. These Model Homes and subsequent work on the properties may include, although not be limited to, the following:

- Preparing a work plan and schedule for each reconstructed or newly constructed dwelling unit;
- Verifying the information provided by the PRDOH or its representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions of the lot and its perimeter. This report will certify the site conditions observed;
- Obtaining all necessary federal, state or municipal permits or endorsements to
 commence the reconstruction or new construction work;
 - Providing architectural and engineering construction plans and technical specification for the reconstruction or new construction;
- Geotechnical work for the site and the structure, including, but limited to: borings, in-site tests, slope stabilization analysis, laboratories, certification, and technical reports;
- Laboratory testing, certification and reporting for quality control, quality assurance or commissioning work, including, but not limited to: soils, concretes, masonries, asphalts, and waterproofing;
- Clearance, grading and improvements to the Site;
- Removal of buildings materials or debris in the lot;
- Geometrical correction or new construction to the Site entrance;
- Removal of buildings materials or debris in the lot;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Foundation work for new building structure including, but limited to: footing, block wall, foundation wall, and floor slab;
- Exterior work for new building structure including, but not limited to: concrete wall, masonry block wall, stone veneer, exterior plastering, metal siding, exterior window, exterior door, envelop insulation, shutter, skylight, built-up roofing, concrete roof, and metal roof:

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- Interior work for new building structure including, but limited to: concrete wall, drywall partitions, interior plaster, ceiling stucco, suspended ceiling, interior door, flooring, and stairways;
- Specialty work for new building structure including, but not limited to: kitchen, appliances, bathroom accessories, and wood deck;
- Mechanical, electrical and Plumbing (MEP) work for new building structure including, but not limited to: domestic water system, bathroom fixtures, water heater, sanitary system, ventilation system, storm drainage system, fire protection, lighting fixture, fire alarm system, wiring devices and electrical distribution system;
- Accessibility (if applicable) to comply with the American with Disabilities Act, as amended, for eligible homeowner.
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the reconstructed or newly constructed dwelling unit and site.

12.7.3. Notice of Completion

The reconstruction or new construction projects under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the Owner or the Owner's Representative:
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.
- The warranty binder (as specified in Task 08: Projects Closeout) has been delivered by the Construction Manager to the Homeowner and the PRDOH or its representatives.

12.8. Task 08: Projects Closeout

The Selected Proposers will be responsible far the closeout process of the repaired, reconstructed or newly Constructed homes. The closeout procedures and record documentation will be defined and coordinated with the PRDOH or its representatives, after the Proposers are selected.

12.8.1. Duties and Responsibilities:

- Deliver one hardcopy and digital copy of closeout binder to the PRDOH or its representatives;
- Deliver one hardcopy and digital copy of closeout binder to the Homeowner;
- Maintaining and preserving the projects records for the period prescribe in the contract;



Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 44 of 46

- Maintaining and preserving the projects records for the period required by the federal and state laws and regulations; and
- Assist with any audits perform by the Owner or its representatives.

12.8.2. Closeout Checklist and Binder (PRDOH):

The Closeout binder for each project may include, but not limited to following:

- Binder cover, dividers and checklist:
- Copy of the Agreement and its amendments;
- Waterproofing system warranties and bonds;
- Transfers of all warranties and equipment ownership;
- Operation and Maintenance Manuals;
- List of vendors, supplier or manufacturer used;
- Record drawings, signed and sealed;
- Record specification, signed and sealed;
- Master plumber certifications;
- Professional electrician certifications (interior and exterior);
- Submittal log and its digital copies in pdf format;
- Copy of closing government permits; and
- Any other documents required by the R3 Program.

12.8.3. Closeout Checklist and Binder (Homeowner):

The Closeout binder for each project may include, but not limited to following:

- Binder cover, dividers and checklist;
- Waterproofing system warranties;
- Equipment warranties and transfer to homeowner;
- Operation and Maintenance Manuals;
- Record drawings, signed and sealed;
- Master plumber certifications:
- Professional electrician certifications (interior and exterior);
- Digital copies of relevant submittals (pdf format);
- Construction and Occupancy permits; and
- Any other documents required by the R3 Program.

12.9. Task 10: Warranty Period

All work performed by the Selected Proposers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar Water Heaters will be guaranteed for a minimum of five (5) years;
- Equipment and Appliance installed will be guaranteed for a minimum of one (1) years or as provided for by the manufacturer (whichever is greater); and
- All other work will be guaranteed for a period of one (1) year or as provided by the manufacturer or any applicable regulation, whichever is greater.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty



Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 45 of 46

and construction complaints. All warranty and construction complaint issues shall be logged into the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary legal resources as prescribed in the Construction Manager's contract.

12.10. Task 11: Temporary Relocation

CDBG-DR funds may be used for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the R3 Program qualify for temporary relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The R3 Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the applicant must:

- 1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
- Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
- Have no duplication of benefits issues that could prevent the Program from providing services;
- Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
- Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate² for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

Applicants who qualify for temporary relocation assistance will receive payment for the duration of construction, plus two (2) weeks to accommodate time to obtain a final inspection and occupancy permit (permiso de uso). Temporary relocation assistance will be prorated for partial months, as needed. Temporary relocation assistance will not be offered for any period of time



² https://www.huduser.gov/portal/dotasets/fmr/fmrs/FY2018_code/2018state_summary.odn

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 46 of 46

beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

Construction Managers are required to issue temporary relocation payments to Program applicants as applicable and approved by the PRDOH under an assignment or a case-specific change order related to an assignment. The PRDOH will reimburse Construction Managers for temporary relocation assistance payments issued to applicants as approved by the Program. Reimbursements for temporary relocation payments issued will not include any additional costs (administrative, overhead, profit, or otherwise).

END OF SCOPE OF WORK

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Attachment D

William Rios Maldonado

From:

Ramon J. de Leon <rjdeleon@customgrouppr.com>

Sent:

Wednesday, August 14, 2019 1:59 PM

To:

William Rios Maldonado

Cc:

Laura Pagan Santana BAFO - R3 PROGRAM / CUSTOM HOMES, INC.

Subject: Attachments:

Cost Breakdown_4BR 2-Story_SIGNED.pdf, Exhibit O-1_Program Unit Price

List_SIGNED.pdf; Cost Breakdown_2BR 1-Story_BAFO.xlsx; Cost Breakdown_2BR 1-Story_SIGNED.pdf; Cost Breakdown_2BR 2-Story_BAFO.xlsx; Cost Breakdown_2BR 2-Story_SIGNED.pdf; Cost Breakdown_3BR 1-Story_BAFO.xlsx; Cost Breakdown_3BR 1-Story_SIGNED.pdf; Cost Breakdown_3BR 2-Story_BAFO.xlsx; Cost Breakdown_3BR 2-Story_SIGNED.pdf; Cost Breakdown_4BR 1-Story_BAFO.xlsx; Cost Breakdown_4BR 1-Story_SIGNED.pdf; Cost Breakdown_4BR 2-Story_BAFO.xlsx; Exhibit O-2_2BR 1-Story_SIGNED.pdf; Exhibit O-2_2BR 2-Story_SIGNED.pdf; Exhibit O-2_3BR 1-Story_SIGNED.pdf; Exhibit O-2_3BR 2-Story_SIGNED.pdf; Exhibit O-2_4BR 1-Story_SIGNED.pdf; Exhibit O-2_4BR 1-

Story_SIGNED.pdf; Exhibit O-2_4BR 2-Story_SIGNED.pdf

Estimado Lic. Rios,

Adjunto documentos relacionados con el BAFO para la subasta CDBG-DR-RFP-2018-09 según los pliegos recibidos. Favor de confirmar recibo para nuestros archivos. Estamos a la entera disponibilidad del su Departamento para aclarar cualquier pregunta correspondiente.

Atentamente,



RAMON J. DE LEON, PE CUSTOM GROUP Tel: 787-793-1742

Fax: 787-273-7213

Email: rideleon@customgrouppr.com

www.customgrouppr.com

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Post



EXHIBIT Q-1 PROGRAM UNIT PRICE LIST

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) will standardize line item pricing to (i) facilitate communication and provide consistency amongst the PRDOH and its vendors; (ii) ensure applicants are treated fairly during award determination process; (iii) prevent unfair treatment and unbalanced treatment to applicants; and (iv) facilitate the review and approval of applications for payment and change orders for Construction Managers.

XACTAWARE'S PRICING LIST

The R3 Program will make use of Xactaware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List PRSJ8X_JUL19 for Puerto Rico and for the month of July 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST

As Xactaware's Pricing Lists may not hold every item of work required by the Program, the PRDOH reserves the right to include additional items of work and their reasonable pricing/cost as part of Program issued documents. Construction Managers must perform work specified under additional line items published by the PRDOH, at the pricing established by the PRDOH, when works that include such additional line items are assigned. PRDOH will only establish pricing at reasonable costs. Additional Line litem Lists, and their updates, will be published by the PRDOH as part of program issued documents whenever necessary. Additional line item pricing for the Program is included in the following pages.

The combination of line items within Xactaware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 2 / 7

OVERHEAD AND PROFIT

To items, as applicable, Construction Managers will add Overhead and Profit as follows:

Overhead......Twenty Percent (20%)
 Profit......Ten Percent (10%)

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction Manger's entitlement for work completed in compliance with Program requirements. Profit will be calculated on a cumulative basis with overhead.

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when defermining the total cost of work to be performed.

No.	Item Description	Units	Unit Cost Notes
- 1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180 Includes design and permitting costs for any and all repair works (Including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction casts. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hord / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	\$oft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	Z.	\$5,250 Includes design and permitting casts for any and all repair works (Including repair and any abatement required) in awards not exceeding \$20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	Saft Cost: Design and Permitting for Repair Awards from \$20,001 to \$30,000	LS.	\$7,330 Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019) Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery Page 3 / 7

ЙO.	Item Description	Units	Unit Cost Notes
4	Soft Cost: Design and Permitting for Repair Awards from \$30,001 to \$40,000	LS	\$9,428 includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$40,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
5	Soft Cost: Design and Permilling for Repair Awards from \$40,001 to \$50,000	LS .	\$11,510 Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$50,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
6	Soft Cost: Design and Permitting for Repair Awards from \$50,001 to \$60,000	LS	\$13,580 Includes design and permitting costs for any and all repair works (including repair and any abotement required) In awards not exceeding \$60,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abotement permitting Is not included in this line item.
7	Soft Cost: Asbestos Abatement Permitting	LS	\$935.00 Includes costs for the acquisition of asbestos removal permits for the implementation of any abatement works required at the starm-damaged home.
8	Saft Cost: Lead-Based Paint Abatement Permits	LS	\$935.00 Includes costs for the acquisition of lead-based point removal permits for the implementation of any abatement works required at the starm-damaged home.

Construction Works (Hard Costs)

The following are the fixed fees to be paid by PRDOH to Construction Managers for additional line items of construction works not found in Xactaware's Pricing List. These costs exclude overhead and profit. Therefore, overhead and profit percentages as established by the PRDOH for the Program must be added when these items are used.

_ID	Hem Description	Units	Unit Cost Notes
1	Lead & Asbestas: Mobilization and Preparation for Lead and/or Asbestas Abatement	LS	\$1,300.00 Applicable to all abatement and encapsulation works requested. Only a single instance of the line item may be included per property.
2 () ()	_Lead Encapsulation: Interior, brushwork, Irim	LF	\$5.38 Cost Reasonableness Basis: RSMeans 02 83 19.23 0020, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
3	Lead Encapsulation: Balustrades	LF	\$4.37 Cost Reasonableness Basis: RSMeans 02 83 19.23 0040. 1.8 Factor opplied to labor cost for Executive Order No. 2018-033 consideration.
4	Lead Encapsulation: Pipe, to 4" diameter	LF	\$2.62 Cast Reasonableness Basis: RSMeans 02 83 19.23 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
5	Lead Encapsulation: Pipe, to 8" diameter	ĹF	\$3.47 Cost Reasonableness Basis: RSMeans 02 83 19.23 0060. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 cansideration.
6	Lead Encopsulation: Pipe, to 12" diometer	Ŀ	\$5.17 Cost Reasonableness Basis: RSMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration,



Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
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8 Lead Encapsulation: Cabinets 8 Lead Encapsulation: Cabinets 9 Lead Encapsulation: Flush doors, both sides, frame and trim 10 Lead Encapsulation: French doors, both sides, frame and trim 11 Lead Encapsulation: Panel doors, both sides, frame and trim 12 Lead Encapsulation: Panel doors, both sides, frame and trim 13 Lead Encapsulation: Louver doors, both sides, frame and trim 14 Lead Encapsulation: Window 15 Lead Encapsulation: Window 16 Lead Encapsulation: Grilles, vents 17 Lead Encapsulation: Grilles, vents 18 Lead Encapsulation: Grilles, vents 19 Lead Encapsulation: Walls, roller, drywall or plaster 10 Lead Encapsulation: Ceilings raller, drywall, or plaster	ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 applied to labor cost for to. 2018-033 consideration.
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12 Lead Encapsulation: Louver doors, both sides, frame and trim 13 Lead Encapsulation; Window 14 Lead Encapsulation: Grilles, vents 15 Lead Encapsulation; Walls, roller, drywall or plaster 16 Lead Encapsulation: Ceilings roller, drywall, or plaster 17 Security Securit	ness Basis: RSMeans 02 83 19.23 pplied to labor cost for lo. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 pplied to labor cost for lo. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 pplied to labor cost for lo. 2018-033 consideration. ness Basis: RSMeans 02 83 19.23 loss Basis: RSMeans 02 83 19.23
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15 Lead Encapsulation; Walls, roller, drywall or plaster 16 Lead Encopsulation; Ceilings roller, drywall, or plaster 17 SF S1.32 Cost Reasonabler 0220. 1.8 Factor of Executive Order N 18 SF S1.50 Cost Reasonabler 0250. 1.8 Factor of 0250. 1.8	ness Basis: RSMeans 02 83 19,23
16 Lead Encopsulation: Ceilings railer, drywall, or SF \$1.50 Cost Reasonablen plaster 0250. 1.8 Factor as	oplied to labor cost for
 16 Lead Encopsulation: Ceilings railer, drywall, or SF \$1.50 Cost Reasonablen plaster 0250. 1.8 Factor as 	
plaster 0250. 1.8 Factor as	a. 2018-033 consideration.
	ess Basis: RSMeans 02 83 19,23
	o. 2018-033 consideration.
	ess Basis: RSMeans 02 83 19.23
	oplied to labor cost for o. 2018-033 consideration.
18 Lead Encapsulation: Exterior columns SF \$3.26 Cost Reasonablen	ess Basis: RSMeons 02 83 19.23
	oplied to labor cost for
Executive Order N	o. 2018-033 consideration.
19 Lead Encopsulation: Spray, siding SF \$2.19 Cost Reasonablen	ess Basis: RSMeans 02 83 19.23
	oplied to labor cost for
Executive Order No.	o. 2018-033 consideration.
20 Lead Encapsulation: Electrical conduit, LF \$2.62 Cost Reasonablen	ess Basis: RSMeans 02 83 19,23
brusgwork, to 2" diameter 0310. 1.8 Factor ap	oplied to labor cost for
Executive Order No.	o. 2018-033 consideration.
21 Lead Encapsulation: Brick, nloc, or concrete, SF \$2.62 Cast Reasonablen	ess Basis: RSMeans 02 83 19,23
	pplied to labor cast for
22 Lead Encapsulation: Steel, flat surfaces and SF \$2.62 Cost Reasonablen	o. 2018-033 consideration.
	ess Basis: RSMeans 02 83 19.23
2000. 1.0 / dc.lot dp	pplied to labor cost for
23 Lead Encopsulation: Beams, brushwark SF \$3.26 Cost Reasonablen	o. 2018-033 consideration. ess Basis: RSMeans 02 83 19.23
	ess basis: Romeans 02 83 19,23 oplied to labor cast for
	o. 2018-033 consideration.
	ess Basis: RSMeans 02 83 19.23
	pplied to labor cost for
Executive Order No.	2018-033 consideration.
25 Lead Removal: Baseboards LF \$9.69 Cast Reasonablena	ess Basis: RSMeans 02 83 19.26
0050. 1.8 Factor ap	plied to labor cost for
Executive Order No	a. 2018-033 consideration.
26 Lead Removal: Balustrades, one side SF \$21.72 Cost Reasonablena	ess Basis: RSMeans 02 83 19.26
0200. 1.8 Factor ap	plied to labor cost for
Executive Order No	o. 2018-033 consideration.
27 Lead Removal: Cabinets SF \$19.06 Cost Reasonablene	ess Basis: RSMeans 02 83 19.26
	plied to labor cost for
Executive Order No.	

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
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ID Item Description

	ĮΟ	nem Description	Units	Unit Cost Notes
_	28	Lead Removal: Comice	SF	\$11.29 Cost Reasonableness Basis: RSMeans 02 83 19.26
				1600. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
	29	Lead Removal: Doors, one side, flush	SF	\$9.31 Cost Reasonatoleness Basis: RSMeans 02.83 19.26
				2800. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration,
	30	Lead Removal: Door trim, one side	ᄕ	\$9.65 Cost Reasonableness Basis: RSMeans 02 83 19.26
				2880. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	31	Lead Removal: Fence, picket, one side	SF	\$20.26 Cost Reasonableness Basis; RSMeans 02 83 19,26
				3000. 1.8 Factor applied to labor cast for
_				Executive Order No. 2018-033 consideration.
	32	Lead Removal: Grilles, one side	SF	\$20.27 Cost Reasonableness Basis: RSMeans 02 83 19,26
				3200. 1.8 Factor applied to labor cost for
_		· · · · · · · · · · · · · · · · · · ·		Executive Order No. 2018-033 consideration.
7	33	Lead Removal: Handrails	LF	\$7.90 Cost Reasonableness Basis: RSMeans 02 83 19.26
้า				3240. 1.8 Factor applied to labor cost for
/ _		· · · · · · · · · · · · · · · · · · ·		Executive Order No. 2018-033 consideration.
	34	Lead Removal: Pipes, to 4" diameter	LF	\$8.86 Cost Reasonableness Basis: RSMeans 02 83 19.26
				4400, 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	35	Lead Removal: Pipes, to 8" diameter	LF	\$16.46 Cost Reasonableness Bosis: RSMeans 02 83 19.26
				4420. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	36	Lead Removal: Pipes, to 12" diameter	LF	\$23.50 Cost Reasonobleness Basks: RSMeans 02 83 19,26
				4440. 1.8 Factor applied to labor cost for
-		119190		Executive Order No. 2018-033 consideration.
	3/	Lead Removal: Piles, to 16" diameter	LF	\$38.52 Cost Reasonobleness Basis: RSMeans 02 83 19.26
				4460. 1.8 Factor opplied to labor cost for
_		Land Barrier Brook		Executive Order No. 2018-033 consideration,
	38	Lead Removal: Pipe hangers	EA	\$17.15 Cost Reasonableness Basis: RSMeans 02 83 19.26
				4500. 1.8 Factor opplied to labor cost for
-	20	Local Bossessels Station	05	Executive Order No. 2018-033 consideration.
	37	Lead Removal: Siding	SF	\$7.88 Cost Reasonableness Basis: RSMeans 02 83 19.26
				4800. 1.8 Factor applied to labor cost for
-	40	Lead Removal; Trusses	SF	Executive Order No. 2018-033 consideration. \$12.70 Cost Reasonableness Basis: RSMeans 02 83 19.26
	70	Edd Reffordi, floates	Э	5000. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
_	41	Lead Removal: Windows, one side, 24"x48".	EA	\$171.23 Cost Reasonableness Basis: RSMeans 02 83 19.26
	• •	includes frame and trim Items	٠.	6200. 1.8 Factor applied to labor cost for
				Execulive Order No. 2018-033 consideration.
s. –	42	Lead Removal: Windows, one side, 30"x60",	EA	\$227.34 Cost Reasonableness Basis: RSMeans 02 83 19.26
()		includes frame and trim items		6220. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
_	43	Lead Removal: Windows, one side, 36"x72",	EA	\$272.68 Cost Reasonableness Basis: RSMeans 02 83 19.26
		includes frame and trim items	ω.	6240. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
_	44	Lead Removai: Windows, one side, 40"x80",	EA	\$341.18 Cost Reasonableness Basis: RSMeans 02 83 19.26
		includes frame and frim Items		6280. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration,
_	45	Lead Removal: Hand scraping and HEPA	SF	\$17.75 Cost Reasonableness Basis; RSMeans 02 83 19.26
		vacuum	•	7000. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
	46	Lead Removal: Collect and bog bulk	CF	\$6.57 Cost Reasonableness Basis: RSMeans 02 83 19.26
		material		8000. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	47	Asbestos Removal: Metal Bearns	LF	\$43,29 Cost Reasonableness Basis: RSMeans 02 82 13.43
				0140. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	48	Asbestos Removal: Duct or AHU Insulation	SF	\$6.96 Cost Reasonableness Basis; RSMeans 02 82 13.43
				0400. 1.8 Factor applied to labor cost for
		<u> </u>		Executive Order No. 2018-033 consideration.

Units

Unit Cost Notes

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
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ID Item Description

		item Description	Units	Unit Cost Notes
	49	Asbestos Removal: Pipe insulation, air cell	LF	\$6.80 Cost Reasonableness Basis: RSMeans 02 82 13.43
		type, up to 4" diameter pipe		0600. I.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
	50	Asbestos Removal: Pipe insulation, air cell	UF	\$7.64 Cost Reasonableness Basis: RSMeans 02 82 13.43
		type, 4" to 8" diameter pipe		0610. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
•	51	Asbestos Removal: Pipe insulation, air cell	LF	\$8.74 Cost Reasonableness Basis: RSMeans 02 82 13.43
		type, 10" to 12" diameter pipe	-	0620. 1.8 Factor applied to labor cost for
		Apply to 10 12 the month pipe		Executive Order No. 2018-033 consideration.
-	52	Asbestos Removal: Pipe insulation, air cell	LF	\$11.15 Cost Reasonableness Basis: RSMeans 02 82 13.43
		type, 14" to 16" diameter pipe		0630. 1.8 Factor applied to labor cost for
		13po, 14 to 14 diameter pipo		
-	F2	Asbestos Removal: Pipe insulation, air cell	^F	Executive Order No. 2018-033 consideration.
_	33		SF	\$9.41 Cost Reasonableness Bosis: RSMeans 02 82 13.43
		type, over 16" diameter pipe		0650. 1.8 Factor applied to labor cost for
, -				Executive Order No. 2018-033 consideration,
	54	Asbestos Removal: Pipe filling insulation up to	EA	\$19.13 Cost Reasonableness Basis: RSMeans 02 82 13.43
		4" dlameter pipe		1000. I.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	55	Asbestos Removol: Pipe fifting insulation, 6" to	EA	\$20.14 Cost Reasonableness Basis: RSMeans 02 82 13.43
		8' diameter plpe		1100. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
	56	Asbestos Removal: Pipe fitting insulation, 10"	ΕA	\$31,88 Cost Reasonableness Basis; RSMeans 02 82 13.43
		to 12' diameter pipe		1110. 1.8 Factor applied to labor cost for
		• •		Executive Order No. 2018-033 consideration.
_	57	Asbestos Removal: Pipe fitting insulation, 14"	EΑ	\$47.44 Cost Reasonableness Basis: RSMeans 02 82 13.43
		to 16" diameter pipe		1120. 1.8 Factor applied to labor cost for
		to to annual pipe		Executive Order No. 2018-033 consideration.
-	58	Asbestos Removal: Pipe litting Insulation, over	SF	\$34.95 Cost Reasonableness Basis: RSMeans 0282 13.43
		16" diameter pipe	JI	
		To didinate pipe		1130. 1.8 Factor applied to labor cost for
-	Fo	Asbestos Removal: Scrape foam freproofing	SF	Executive Order No. 2018-033 consideration.
	37	from flat surfance	3 F	\$2,55 Cost Reasonableness Basis: RSMeans 02 82 13.43
		nom nar sonance		2000. 1.8 Factor applied to labor cost for
-		14-4-6		Executive Order No. 2018-033 consideration.
	6 U	Asbestos Removal: Scrape foam fireproofing	SF	\$5.07 Cost Reasonableness Basis: RSMeons 02 82 13.43
		from irregular surfance		2100. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	61	Asbestos Removal: Remove cemelitious	SF	\$3.40 Cost Reosonableness Basis: RSMeons 02 82 13.43
		materials from flat surface		3000. I.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	42	Asbestos Removal: Remove cemelitious	SF	\$6.05 Cost Reasonableness Basis: RSMeans 02 82 13.43
		materials from irregular surface		3100. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
. –	63	Asbestos Removol: Scrape acousticol	SF	\$1.91 Cost Reasonableness Basis: RSMeans 02 82 13.43
5	72.	coating/fireproofing, from ceiling		4000. 1.8 Factor applied to labor cost for
1		• • •		Executive Order No. 2018-033 consideration.
\$17	64	Asbestos Removal: Remove VAT and mastic	SF	\$2.55 Cost Reasonableness Basis: RSMeans 02 82 13,43
	-	from floor by hand, one layer	Ψ.	5000. 1.8 Factor applied to labor cost for
				Executive Order No. 2018-033 consideration.
-	45	Asbestos Removal; Remove VAT and mastic	SF	\$1.28 Cast Reasonableness Basis: RSMeans 02 82 13,43
		from floor by machine, one layer	JI	
		nom noor by machine, one layer		5100. I.8 Factor applied to labor cost for
-	11	Ash order Degravale Degrave MAY	25	Executive Order No. 2018-033 consideration.
	00	Asbestos Removal: Remove VAT and mastic	SF	\$3.82 Cost Reasonableness Basis: RSMeans 02 82 13.43
		from floor by hand, two layer		5150. 1.8 Factor applied to labor cost for
_	15-	Adhards Daniel Daniel Company		Executive Order No. 2018-033 consideration.
	67	Asbestas Removal: Remove VAT and mastic	SF	\$1.91 Cost Reasonableness Basis: RSMeans 02 82 13.43
		from floor by machine, two layer		5150. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	68	Asbestos Removal: Remove contaminated	CF	\$15.31 Cost Reasonableness Basis: RSMeans 02 82 13.43
		soil from crawl space		6000. 1.8 Factor applied to labor cost for
_				Executive Order No. 2018-033 consideration.
	69	Asbestos Removal: Cement-asbestos transite	SF	\$1.67 Cost Reasonableness Basis: RSMeans 02 82 13.43
		board and cement wall board		8000. 1.8 Factor applied to labor cost for
				and the second s

Executive Order No. 2018-033 consideration.

Units

Unif Cost Notes

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 7 / 7

מו	Item Description	Units	Unit Cost Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.58 Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single rooting, built-up, no gravel, non-friable	SF	\$1.99 Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bitumonous flashing	SF	\$2.03 Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
	Asbestos Removal; Asbestos miliboard, flat board, and VAT contaminated plywood	SF	\$1.58 Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 plles #15 asphalt felt.	SF	\$4.29 Cost Reasonableness Basis: RSMeans 07 51 13:20 05:00. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
75 	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty. 4 plies #15 organic felt.	SF	\$4.99 Cost Reasonableness Basis: RSMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Woterproofing, elastomeric membrane, 10-year warranty, 45 mil fully adhered with adhesive.	SF	\$2.65 Cost Reasonableness Basis; RSMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty, Acrylic, 2 coats.	SF	\$2.06 Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rfng., SBS mod, gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.15 Cost Reasonableness Basis; RSMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty. Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18 Cost Reasonableness Basis: RSMeans 07 54 19,10 8850, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soll Treatment: Termite Chemical Control	GL	\$158.10 Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Borrier	SF	\$0.98 Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0020. 1.8 factor applied to labor to consider Minimum Wage Increase.

I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

CUSTOM HOMES, INC.		
Proposer Entity Name		
Tomis let to-		
Proposer Authorized Representative Signature	Date	
RAMON J. DE LEON ITURRIAGA		
Proposer Authorized Representative Printed Name		

Pag

END OF PROGRAM UNIT PRICE LIST



EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name	of Proposer: CUSTOM	HOMES, INC.	•
1. M	odel Home Proposed:		
_	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Cingle Stant & Radroom
_	Two-Story 2-Bedroom	☐ Two-Story 3-Bedroom	Single-Story 4-Bedroom
	•	·	☐ Two-Story 4-Bedroom
	odel Home Proposed Maxis	num Budgef:	
ID Co	Cost Category		Proposed Cost (
		uction / Hard Costs Budget) (2)(3)	
SC-01	· · · · · · · · · · · · · · · · · · ·	placement Home Construction	\$11,450,0
\$C-02		orm-Damaged Home Demolition a	nd Abatement \$3,900.0
<u> </u>	Services During Construction	(Design Supervision)	\$6,000.0
\$C-04	Insurance Cost (applicable to	soft and hard cost of Standard Model	Home) \$7,866.8
\$C-05	Overhead Cost (applicable to	all soft costs)	\$5,843.3
SC-06	Profit Cost (applicable to all so	ff costs)	\$5,259.0
	al Soft Costs (3)		\$40,319.2
Hord Co	sts (Subject to Max. Construct	ion / Hard Costs Caps) (Standard A	Model Home) (4)(5)(4)
HC-01	Replacement Home Constru	ction Cost	\$110,987.1
HC-02	Overhead Cost (applicable to	Standard Model Home's hard costs)	\$16,648.0
HC-03	Profit Cost (applicable to Stand	ilard Madel Home's hard costs)	\$17,230.7
Sub-Tota	l Hard Costs (4)		\$144,865.9
ADA Co	mpllance Delta (Not Subject t	Max. Construction / Hord Costs B	
ADA-01	Replacement Home ADA Co	ompliance Delta Hard Cost	\$3,490.00
ADA-02	Insurance Cost (opplicable to	ADA Compliance Delta hard costs)	\$69.80
ADA-03	Overhead Cost (applicable to	ADA Compliance Delta hard costs)	\$711.96
ADA-04	Profit Cost (applicable to ADA	Compliance Delta hard costs)	\$640.76
Sub-Toto	I ADA Complionce Delta Cos	S	\$4,912.52
Total Pro	posed Cost (Soft + Hard) f	or Standard Model Home (7)(9)	\$185,185.14
Total Pro	posed Cost (Soff + Hard +	ADA) for ADA Compliant Home	(B)(F) \$190,097.66





Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Monagers Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction /
- (3) Soft Costs include (1) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (11) the design and permitting for the demolition and abatement of the stormdamaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work: (v) overhead cost associated to the design and permitting work: (vI) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps, Construction / hard costs are capped as fallows; \$145,000 for single-story 2-bedroom Replacement Hames; \$140,000 for two-story 2-bedraom Replacement Homes; \$170,000 for single-story 3-bedraom Replacement Homes; \$185,000 for two-story 3-bedroom Repiacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Wark and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (III) canstruction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R4 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (v1) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vil) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter, (bx) operational costs associated to the construction of the Replacement Home; (x) averhead costs associated to the construction of the Replacement Home; (x1) profit costs associated to the construction of the Replacement Home; and (xii) cost of other reloted activities not excluded from the hard / construction cops.
- (6) Hard Costs exclude: (1) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional eorthwark requirements will be compensated to the Construction Managers using the Program Unit Price List); (II) ony sitework (sidewalks, driveways, londscaping, etc.) in addition to the driveway, wolkway, and softscape requirements by the cap (Additional sitewark requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged horne (This cost will be compensated to the Construction Managers using the Program Unit Price Listl; (Iv) any abotement work required at the storm-damaged home (if any abatement is required at the stormdamaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Potents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolilion and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the opplicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- To the Total Proposed Costs (for both Standard and ADA Compliant Model Hornes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitros"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and only applicable percentages.

(10) Proposer must attach to this Replacement Home Cost Form a detailed cost breaks included in each Cost Category. The cost breakdown, additionally to being subm	
the Proposal, must be submitted in digital (Excel) format.	
Jani luje	8/13/2019
Proposer's Authorized Representative Signature	Date
Toposci s Aditionized Representative signature	bale
RAMON J. DE LEON ITURRIAGA	
Proposer's Authorized Representative Printed Name	



EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name	of Proposer: CUSTOM	HOMES, INC.	
1. M	odel Home Proposed:		
	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Single-Story 4-Bedroom
	Two-Story 2-Bedroom	☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2. M	odel Home Proposed Maxir	num Budget:	
(D	Cost Category		Proposed Cost (1
Soft Co	sts (Not Subject to Max. Constr	uction / Hard Costs Budget) (2)(3)	
SC-01	Design and Permitting for Re	placement Home Construction	\$12,550.00
SC-02	Design and Permitting for Sta	orm-Damaged Home Demolition a	nd Abatement \$3,900.00
≥ SC-03	Services During Construction	(Design Supervision)	\$6,000.00
SC-04	insurance Cost (applicable to	soft and hard cost of Standard Model	Horne) \$8,680.64
SC-05	Overhead Cost (applicable to	all soft costs)	\$6,226.13
\$C-06	Profit Cost (applicable to all so	ft costs)	\$5,603.52
Sub-Tot	al Soft Costs (4)		\$42,960.28
Hard Co	osts (Subject to Max. Construct	ion / Hard Costs Caps) (Standard /	Model Home) (۱۹٪۱۹٪۱۰)
HC-01	Replocement Home Constru	oction Cost	\$122,571.65
HC-02	Overhead Cost (applicable to	Standard Model Home's hard costs)	\$18,385.75
HC-03	Profit Cost (applicable to Stank	dard Model Home's hard costs)	\$19,029.25
Sub-Tote	al Hard Costs (4)		\$159,986.65
ADA Co	mpliance Delta (Not Subject t	o Max. Construction / Hard Costs B	udgeł)
ADA-01	Replacement Home ADA Co	ompliance Delta Hard Cost	\$13,215.00
ADA-02	! Insurance Cost (applicable to	ADA Compliance Delta hard costs)	\$264.30
ADA-03	Overhead Cost (applicable to	ADA Compliance Delta hard costs)	\$2,695.86
ADA-04	Profit Cost (applicable to ADA	Compliance Delta hard costs)	\$2,426.27
Sub-Toto	al ADA Compliance Delta Cos	'	\$18,601.43
Total Pr	oposed Cost (Soft + Hard) f	or Standard Model Home (7)(9)	\$202,946.93
Total Pr	oposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	(a)(7) \$221,548.36





Jen, E

Exhibit O-2 – Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to bulld the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the moximum construction / hard costs caps.
- (3) Soft Costs include (1) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the stormdamaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost ossociated to the design and permitting work; (vi) profit cost associated to the design and permitting work; ond (vii) cost of ather activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home ond the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs cops. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all opplicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs ossociated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (II) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (III) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (IV) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (IV) a 75 feet connection length for power to existing utilities; (VI) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (VII) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (VIII) softscape (either by hydroseeding; if by hydroseeding include at least 2 inches of topsoil) for the square footoges specified in BAFO Letter; (Ixt) operational costs associated to the construction of the Replacement Home; (XI) overhead costs associated to the construction of the Replacement Home; (XII) profit costs associated to the construction of the Replacement Home; (XIII) construction of the Replacement Home; (XIIII) construction caps.
- (6) Hard Costs exclude: (1) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscoping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (Iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cop. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Voriont of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compilant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Potents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown settling forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

the Proposal, must be submitted in digital (Excel) format.	•
- Leni Milion	8/13/2019
Proposer's Authorized Representative Signature	Date
RAMON J. DE LEON ITURRIAGA	
Proposer's Authorized Representative Printed Name	



EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Nam	e of Proposer: CUSTOM	HOMES, INC.	
1. <i>N</i>	Model Home Proposed:		
	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Single-Story 4-Bedroom
I	☐ Two-Story 2-Bedroom	☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2. N	Nodel Home Proposed Maxi	num Budget:	·
ID	Cost Category		Proposed Cost (
Soft Co	osts (Not Subject to Max. Const	ruction / Hard Costs Budget) (2)(3)	· · · · · · · · · · · · · · · · · · ·
SC-01	Design and Permitting for Re	placement Home Construction	\$12,730,0
SC-02	2 Design and Permitting for St	orm-Damaged Home Demolition a	nd Abatement \$3,900.0
\$C-0	Services During Construction	(Design Supervision)	\$6,000.0
7 sc-04	Insurance Cost (applicable to	soft and hard cost of Standard Model	Home) \$9,223.10
SC-05	Overhead Cost (applicable to	o att soft casts)	\$6,370.6
SC-08	Profit Cost (applicable to all so	off costs)	\$5,733.5
Sub-To	tal Soft Costs ⁽³⁾		\$43,957.3
Hard C	osts (Subject to Max. Construc	tion / Hard Costs Caps) (Standard i	Model Home) (4)(5)(6)
HC-01	Replacement Home Constru	uction Cost	\$130,087.5
HC-02	2 Overhead Cost (applicable to	Standard Model Home's hard costs)	\$19,513.13
HC-03	Profit Cost (applicable to Stand	dard Model Home's hard costs)	\$20,196.00
Sub-To	fal Hard Costs (4)	·	\$169,796.7
ADA C	ompliance Delta (Not Subject t	o Max. Construction / Hard Costs B	udget)
ADA-0	1 Replacement Home ADA Co	ompliance Delta Hard Cost	\$3,850.00
ADA-0	2 Insurance Cost (applicable to	ADA Compliance Delta hard costs)	\$77.00
ADA-0	Overhead Cost (applicable to	ADA Compliance Delta hard costs)	\$785.40
ADA-0	4 Profit Cost (applicable to ADA	Compliance Delta hard costsj	\$706.86
Sub-Tol	al ADA Compliance Delta Cos	ds	\$5,419.26
Total P	roposed Cost (Soft + Hard) f	or Standard Model Home (7)(9)	\$213,754.10
Total P	roposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	(8)(9) \$219,173.36





José E

Exhibit O-2 – Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (1) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (II) the design and permitting for the demolition and abatement of the starmdamaged home; (III) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (vi) overhead cost associated to the design and permitting work; (vii) profit cost ossociated to the design and permitting work; and (viii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (11) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Hame; (111) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-Lot); (11) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-Lot); (11) a 75 feet connection length for power to existing utilities; (11) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing meter location; (11) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (111) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (1x) operational costs associated to the construction of the Replacement Home; (1x) overhead costs associated to the construction of the Replacement Home; (1x) construction of the Replacement Home; (1x) construction caps.
- (6) Hard Costs exclude: (f) any earthwork (cut, fill, and other related activities) additional to finat required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewolks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the stam-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the stam-damaged home (If only abatement is required at the stam-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the stam-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- (9) To the Tatal Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwark, strewark, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Toxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cast breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

ine Proposal, most be submitted in digital (Excel) format.		
- Smith letter	8/13/2019	
Proposer's Authorized Representative Signature	Date	
RAMON J. DE LEON ITURRIAGA		
Proposer's Authorized Representative Printed Name		

&

John E



EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name	of Proposer: CUSTOM	HOMES, INC.	
1. M	odel Home Proposed:		
	Single-Story 2-Bedroom	Single-Story 3-Bedroom	☐ Single-Story 4-Bedroom
	Two-Story 2-Bedroom	☑ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2. M	odel Home Proposed Maxir	num Budget:	
ID	Cost Category		Proposed Cost (
Soft Cos	its (Not Subject to Max. Constr	uction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Permitting for Re	placement Home Construction	\$13,250.00
\$C-02	Design and Permitting for Sta	rm-Damaged Home Demolition a	nd Abatement \$3,900.00
≥ sc-03	Services During Construction	(Design Supervision)	\$6,000.00
. sc-04	Insurance Cost (applicable to	soft and hard cost of Standard Model	Home) \$10,036.99
SC-05	Overhead Cost (applicable to	att soft casts)	\$6,637.40
SC-06	Profit Cost (applicable to all so	ft costs)	\$5,973.66
Sub-Tote	al Soft Costs (3)		\$45,798.05
Hard Co	sts (Subject to Max. Construct	ion / Hard Costs Caps) (Standard J	Model Home) (4)(5)(6)
HC-01	Replocement Home Constru	ction Cost	\$141,622.30
HC-02	Overhead Cost (applicable to	Standard Model Home's hard costs)	\$21,243.35
HC-03	Profit Cost (applicable to Stand	dard Model Home's hard costs)	\$21,986.86
Sub-Toto	al Hard Costs (4)		\$184,852.51
ADA Co	mpliance Delta (Not Subject to	Max. Construction / Hard Costs B	udgeł)
ADA-01	Replocement Home ADA Co	ompliance Delta Hard Cost	\$13,350.00
ADA-02	Insurance Cost (applicable to	ADA Compliance Delta hard costs)	\$267.00
ADA-03	Overhead Cost (applicable to	ADA Compliance Delta hard costs)	\$2,723.40
ADA-04	Profit Cost (applicable to ADA	Compliance Delta hard costs)	\$2,451.06
Sub-Toto	I ADA Compilance Delta Cost	s	\$18,791.46
Total Pro	oposed Cost (Soft + Hard) fo	or Standard Model Home (7)(1)	\$230,650.55
Total Pro	oposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	(8)(7) \$249,442.01



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Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form;

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, If awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed,
- Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs Include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the madel home to assigned lots; (ii) the design and permitting for the demolition and abatement of the stormdamaged home; (III) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$140,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (III) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (Iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-Lot); (v) a 75 teet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Horne's front edge to existing meter location; (vil) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter, (Ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (x1) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard /
- Hard Costs exclude: (1) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (II) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (III) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (Iv) any abatement work required at the starm-damaged home (If any abatement is required at the starmdamaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrias") applicable to the construction of the Replacement Home and any demolition and abotement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrlos"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdor

included in each Cost Category. The cost breakdown, additionally to being the Proposal, must be submitted in digital (Excel) format.	submitted in original physical format with
Tomis lesson	8/13/2019
Proposer's Authorized Representative Signature	Date
RAMON J. DE LEON ITURRIAGA	<u></u>
Proposer's Authorized Representative Printed Name	



EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name	of Proposer: CUSTOM	HOMES, INC.	
1. Mc	del Home Proposed:		
	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Single-Story 4-Bedroom
_	Two-Story 2-Bedroom	☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
	del Home Proposed Maxi	•	•
ID	Cost Category	nom seagen	Proposed Cost (1
Soft Cos	s (Not Subject to Max. Const	ruction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Permitting for Re	eplacement Home Construction	\$13,250.00
SC-02	Design and Permitting for St	orm-Damaged Home Demolition a	nd Abatement \$3,900.00
SC-03	Services During Construction	(Design Supervision)	\$`6,000.00
\$C-04	Insurance Cost (applicable to	soft and hard cost of Stondard Model	Home) \$10,036.99
SC-05	Overhead Cost (applicable t	o all soft costs)	\$6,637.40
SC-06	Profit Cost (applicable to all so	off costs)	\$5,973.66
Sub-Toto	ıl Soft Costs (3)		\$45,798.05
Hard Co	sts (Subject to Max. Construc	tion / Hard Costs Caps) (Standard i	Model Home) (4)(5)(6)
HC-01	Replacement Home Constr	uction Cost	\$141,714.40
HC-02	Overhead Cost (applicable t	o Standard Model Home's hard costs)	\$21,257.16
HC-03	Profit Cost (applicable to Stan	dard Model Home's hard costs)	\$22,001.16
Sub-Tota	il Hard Costs ⁽⁴⁾		\$184,972.72
ADA Co	mpliance Delta (Not Subject	to Max. Construction / Hard Costs B	ludget)
ADA-01	Replocement Home ADA C	ompliance Delta Hard Cost	\$3,950.00
ADA-02	Insurance Cost (applicable to	ADA Compliance Delta hard costs)	\$79.00
ADA-03	Overhead Cost (applicable t	o ADA Compliance Della hard costs)	\$805,80
ADA-04	Profit Cost (applicable to ADA	Compliance Delta hard costs)	\$725.22
Sub-Toto	il ADA Compliance Della Co	sts	\$5,540.02
Total Pr	oposed Cost (Soft + Hard)	for Standard Model Home (7)(7)	\$230,770.77
Total Pr	oposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	\$236,330.79





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Exhibit O-2 – Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs cops.
- (3) Soft Costs include (1) the design and permitling for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (II) the design and permitting for the demalition and obatement of the storm-damaged home; (III) the cost of any insurance related to the works; and (Iv) the operational costs related to the design and permitting work; (vI) profit cost associated to the design and permitting work; and (vII) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Horne which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, Including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (11) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (111) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (1v) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (1v) a 75 feet connection length for power to existing utilities; (1v) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing meter location; (vii) o 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydraseeding or sodding; if by hydraseeding include at least 2 inches of topsoil) for the square footoges specified in BAFO Letter; (bx) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (x) profit costs associated to the construction of the Replacement Home; (xi) construction caps.
- (6) Hard Costs exclude: (1) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Monagers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscoping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required of the storm-damaged home (Ithis cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (It any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and arry demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (v1) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

the Proposal, must be submitted in digital (Excel) formot,	
- Imi liste -	8/13/2019
Proposer's Authorized Representative Signature	Date
RAMON J. DE LEON ITURRIAGA	
Proposer's Authorized Representative Printed Name	-

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EXHIBIT O-2 REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant - Disaster Recovery
CDBG-DR-RFP-2018-09

(Revised for Negotlations on August 8, 2019)

Name	of Proposer: CUSTOM HOMES, INC.	·
1. M	del Home Proposed:	
_	Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story	v 4-Bedroom
_	Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story	-
	del Home Proposed Maximum Budget:	. 204,00,
ID	Cost Category	Proposed Cost (
Soft Cos	s (Not Subject to Max. Construction / Hard Costs Budget) (এটে)	Tioposca cost (
SC-01	Design and Permitting for Replacement Home Construction	\$13,875.0
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$3,900.0
SC-03	Services During Construction (Design Supervision)	\$6,000.0
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Harne)	\$11,122,0
\$C-05	Overhead Cost (applicable to all soft costs)	\$6,979.4
\$C-06	Profit Cost (applicable to all soft costs)	\$6,281.4
Sub-Tolo	I Soft Costs (3)	\$48,157.9
Hard Co	sts (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) (4)(5)	(4)
HC-01	Replacement Home Construction Cost	\$159,074.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$21,474.99
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$24,374.1
Sub-Toto	I Hard Costs (4)	\$`204,923.10
ADA Co	npliance Delta (Not Subject to Max. Construction / Hard Costs Budget)	
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,696.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$273.92
ADA-03	\$2,793.98	
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$2,514.59
Sub-Toto	ADA Compliance Delta Costs	\$19,278.49
Total Pro	posed Cost (Soft + Hard) for Standard Model Home (7X9)	\$253,081.0
Total Pro	posed Cost (Soft + Hard + ADA) for ADA Compliant Home (8)(9)	\$272,359.5





Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction /
- Soft Costs include (1) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (II) the design and permitting for the demolition and obatement of the stormdamaged home; (III) the cost of any insurance related to the works; and (Iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vil) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$140,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (1) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's faotonint; (II) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (III) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-J Lot); (Iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Horne's front edge to existing meter location; (vII) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (vili) softscope (either by hydroseeding or sodding; if by hydroseeding include at least 2 Inches of topsoil) for the square footages specified in BAFO Letter, (bx) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and {xii} cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (1) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Hame's footprint (Additional earthwork requirements will be compensated to the Construction Monagers using the Program Unit Price List); (II) any sitework (sidewolks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (III) demolition work required at the storm-damaged horne (This cost will be compensated to the Construction Managers using the Program Unit Price List); ((v) any abatement work required at the storm-damaged home (If any abatement is required at the stormdamaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Horne Proposed,
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be pald by the PRDOH to the Selected Proposes for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- oser must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work

included in each Cost Category. The cost breakdown, additionally to being the Proposal, must be submitted in digital (Excet) format.	
Imá la for-	8/13/2019
Proposer's Authorized Representative Signature	Date
RAMON J. DE LEON ITURRIAGA Proposer's Authorized Representative Printed Name	<u> </u>

ATTACHMENT E

Performance Requirements
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Request for Proposals No. CDBG-DR-RFP-2018-09

Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

<u>Practice of Licensed Professions</u>

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must ensure at all times that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

Replacement Home Design Submission Performance Timeframes

Contractor is responsible for the conceptual design and design development phases of the following models for Replacement Homes:

- Single-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 4-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 4-Bedroom (Standard & ADA-Compliant Variant)

Contractor must submit Replacement Home design deliverables as follows:

- Conceptual Designs: Must be submitted within ten (10) days from contract execution.
 Conceptual designs are to be evaluated and approved by PRDOH or its designated representative.
- Design Development: Must be submitted within twenty (20) days from the PRDOH's, or designated representative's, approval of the Conceptual Designs.

Details of documents that must be included with each submission can be found in the Scope of Work.

Repair or Replacement Home Assignment Performance Timeframes

Contractor is responsible for completing all work applicable to homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- Design and Permitting: Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.
- Repair Works: All work under a repair award must be completed by Contractor within sixty (60) days. This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the project. The date at which the Contractor notifies OGPe or the Autonomous Municipality of the project will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.
- Replacement Home Construction Work: All work under a repair award must be completed by Contractor within one hundred and eighty (180) days. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

<u>Liquidated Damages & Penalties</u>

Contractor performance is subject to the following liquidated damages and penalties:

Liquidated Damages²: Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to \$100.00 for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works



¹ Pursuant to Planning Board Resolution No. JPE-2019-071, Program repoir works, under certain conditions, are exempt from the Construction Permit requirement in the *Reglamento Conjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenos, y Operación de Negocios.* The Program, however, must comply with the proper notification of the project to OGPe or the Autonamous Municipality prior to beginning construction.

² Far the purpose of clarity, liquidated domages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.

requested, are hereby fixed and agreed as the liquidated damages that PRDOH and/or the homeowner will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

Penalty for Failed Milestone Inspections: If the Contractor requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed" result; the Contractor shall pay to the PRDOH, as penalty, the amount of \$500 for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the Contractor's work compliance with Program quality and performance requirements.

Metrics, Milestones, and Performance

The PRDOH or its representatives will actively review the Contractor's responsiveness and performance in the Program. Repeated failures or low performance will result in limited future assignments of projects, reduction in the geographical regions assigned, or a probation period without receiving additional projects. Contractor will be evaluated during the life of the Contract for:

- Workmanship: To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- Average Build Time: Calculated as a measure of the total number of days from a notice to proceed³ to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- Work in Progress: A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed3 has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- Client and Homeowner Satisfaction: This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.





³ Notice to Proceed refers to the assignment of a home to the Contractor. Nat to the Notice ta Proceed for Repair or Replocement Home Construction Work referenced in the timeframes of performance.

Attachment G: Performance Requirements Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 4 / 4

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Contractor through the life of the Contract and the Program.

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Attachment F



FORM DV-OSPA-78-5

OSPA AMENDED 2

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant - Disaster Recovery Puerto Rico Department of Housing Secretary for Legal Affairs Insurance Section

> SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR CONSTRUCTION SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2018-09

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the Local Housing Authority* (Department of Housing, Puerto Rico Public Housing Administration) (LHA*) original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the *LHA shall provide a letter to the successful bidder addressed to the State Insurance Fund.

(X) 2. Commercial General Liability (Broad Form) including the following insurance coverage

COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
General Aggregate	\$2,000,000.00
Special Cover Asbestos Removal Contamination	\$1,000,000.00
Special Covering Lead Removal Contamination	\$1,000,000.00
 Products & Complete Operations 	\$1,000,000.00
Personal Injury & Advertising	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$100,000.00 (Any one Fire)
Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:	
Bodily Injury by Accident	
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00
Bodily Injury by Disease Each Employee Each Accident	\$1,000,000.00 \$1,000,000.00

() 3. Crime Insurance

	COVERAGE REQUIRED
111.	Employee Dishonesty:
	Limit - \$500,000 Per Occurrence
	 Deductible \$5,000 Per Occurrence
IV.	Forgery & Alteration Form:
	 Limit - \$500,000 Per Occurrence
<u>. </u>	 Deductible \$5,000 Per Occurrence
٧.	Theft, Disappearance & Destruction (Inside/Outside):
	Limit \$500,000 Per Occurrence
	 Deductible \$5,000 Per Occurrence
VI.	Computer Fraud:
1	Limit \$500,000 Per Occurrence
	Deductible \$5,000 Per Occurrence

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(X) 4. <u>Comprehensive Automobile Liability Form including the following insurance coverages</u>

	LIMIT
•	Auto Liability - \$1,000,000.00
•	Physical Damages - \$1,000,000.00

•	Medical Payments - \$10,000.00						
The Commercial Auto cover must be applied to the following symbols:							
•	Liability Coverage -1						
•	Physical Damages – 2 and 8						
•	Hired – Borrowed Auto - 8						
•	Non-Owned Auto Liability - 9						

(X) 5. Professional General Liability and/or Errors and Omissions Policy

- (X) A. Risk, interest, location and limits
 - (X) A.1 Description of work to be done
 - (X) A.2 Limit:
 - (X) each occurrence \$1,000,000
 - (X) aggregate

\$5,000,000

(X) deductible

\$5,000.00

- (X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.
- (X) 6. Cyber Liability

Limit -

\$5,000,000.00 \$1,000,000.00

(X) 7. Umbrella

Limit - \$10,000,000.00

(X) 8 . Builder's Risk - 100% of Finished Value

- (X) a. Form for all risks including "DIC" and earthquake
- b. 100% total finished cash value for all finished construction, materials (X) installed and/or stored on site including construction equipment and/or installation equipment provided by the "LHA".
- (X) c. The "LHA" and the Government of Puerto Rico must be included as an additional insured.

(X) 9. Payment and Performance Bond, Wage Payment Bond, and Labor **Materials Payment Bond**

- **(X)** a. A document for the total cost of the project under contract.
- (X) b. The surety must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.
- (X) c. You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obliged Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost \$15,000,00 or more.
- **(X)** d. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) 10. Guarantee Bond for Materials and Repairs

- (X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.
- (X) b. This bond must be within the penalty amount not to exceed:

50% of the value of the total cost of the project for the first 5 years equivalent todollars.
2nd 35% of the value of the total cost of the project for the remaining years, equivalent to dollars.

- (X) c. Principal
 - (X) Main Contractor
 - (X) Roofing Contractor
 - (X) Supplier of Roofing Materials

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- (X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.
- (X) e. This bond must be within the sum penalty without exceeding:

Α	determined	2-1/2%	of	the	value	of	the	total	cost	of	the	Project
equivalent to				do	llars							-

- (X) f. Principal
 - (X) Main Contractor
 - (X) Subcontractor
 - (X) Supplier of infiltration materials water
- (X) g. This bond must be submitted for approval before the final payment of the contract is made.
- (X) 11. The policies to be obtained must contain the following endorsements including as additional insured the Department of Housing, Puerto Rico Public Housing Administration and the Government of Puerto Rico.
 - (X) a. Breach of warranty
 - (X) b. Waiver and / or Release of Subrogation
 - (X) c. Additional Insured Clause
 - (X) d. Hold Harmless Agreement
 - (X) e. 90 Days Cancellation Clause



C. TERMS AND CONDITIONS

- All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
- 2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
- 3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.



- Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
- 5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
- 6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
- 7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
- 8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND D. THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

- 1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
- To be enjoying a good economic situation and to be classified under the 2. Category of B+ by the "Best Rating Guide".
- 3. Submit to the *LHA a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
- 4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
- 5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the *LHA: Discuss any refund of unearned premium.
- Follow all Federal Bail and Acceptance Insurance Regulations, when 6. applicable.

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- Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
- Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
- 9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
- Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: <u>Homeowner Repair, Reconstruction, or Relocation</u>
Program Construction Managers

December 11, 2018 Date

Arlyn Rodríguez Puentes Insurance Section

Secretary for Legal Affairs

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HUD Provisions Page 1 of 18

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.



3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and



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(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.





The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR 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:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding:
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) 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

(vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH 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 CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORs or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto

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Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. **TERMINATION FOR CONVENIENCE**

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - Recruitment, advertising, and job application procedures; (i)
 - Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - Rates of pay or any other form of compensation and changes in compensation;
 - Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of



HUD Provisions Page **9** of **18**

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts

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by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of 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 rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1)through (4) of this section in every

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nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 29. (As required by applicable thresholds)

- 1) The 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

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The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR 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

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of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. 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 CONTRACTOR 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 this Contract.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement 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 his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR 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 CONTRACTOR 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

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property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR 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.

39. 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 Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees 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 CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.





45. VALUE ENGINEERING

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

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).

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GOVERNMENT OF PUERTO RIC PROJECT LABOR AGREEMENT BETWEEN PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)

AND

CUSTOM HOMES, INC.

ARTICLE 1. —LEGAL BASIS

This Project Labor Agreement (hereinafter, "Agreement") is hereby adopted in accordance and in compliance with Section 3 of Administrative Bulletin No. OE-2018-033, titled "Executive Order of the Governor of Puerto Rico, Hon. Ricardo A. Rosselló Nevares, to increase minimum wage for construction workers, implement laws that require the use of cement produced in Puerto Rico, and require the use of labor agreements in construction projects paid using public funds", enacted on July 30, 2018 (hereinafter, "OE-2018-033").

ARTICLE 2. —PURPOSE

The Government of Puerto Rico wishes to contribute to the economic welfare of construction workers, increase peace in the workplace and employee safety, and promote efficient and punctual performance of the Construction Project, as defined in Article 4 of this Agreement, in such a way that complies with the public policy set forth in OE-2018-033. In accordance with Section 4 of OE-2018-033, this Agreement shall promote these objectives and it exclusively: binds all contractors and subcontractors who participate in the Construction Project; contains tools to avoid interruptions based on labor disputes; promotes harmony in the workplace; provides uniform mechanisms to solve labor conflicts, and increases cooperation between contractors and workers in matters related to productivity and occupational safety.

ARTICLE 3. - PARTIES TO THE AGREEMENT

This document is a Project Labor Agreement entered into by Puerto Rico Department of Housing (PRDOH), as agency of the Executive Branch of the Government of Puerto Rico (hereinafter, "Agency"), and **CUSTOM HOMES**, **INC.**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

ARTICLE 4. —CONSTRUCTION PROJECT

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

ARTICLE 5. —RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any



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subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

ARTICLE 6. -WAGES

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.

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If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

ARTICLE 7. - PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.

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Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.

ARTICLE 8. - DISPUTE RESOLUTION

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

Nothing provided in this Article prevents the parties from turning to any other judicial, administrative, or legislative forum to enforce their rights.

ARTICLE 9. - SAFETY AND PROTECTION REQUIREMENTS

At the Construction Project site, each Contractor must comply with and maintain the current safety requirements in accordance with the applicable state and federal rules and regulations, including the ones promulgated by the Puerto Rico Occupational Safety and Health Administration ("PR OSHA"), an entity under the DTRH.

Within sixty (60) days of signing the agreement, the Contractor must contact PR OSHA to request training regarding the occupational safety and health standards which must be implemented during the course of the Construction Project.

Furthermore, each Contractor must make sure that non-skillful workers ("obreros nodiestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.



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ARTICLE 10. -UNIONS

The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.

ARTICLE 11. —APPLICABILITY TO EMPLOYEES

The provisions of this agreement apply to all (skillful or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

- a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 Fifth Revision (2005)."
- b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.
- c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

ARTICLE 12. —APPLICABILITY TO ENTITIES

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.

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Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

ARTICLE 13. - SEVERABILITY

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

ARTICLE 14. - EXCLUSIVITY OF AGREEMENTS

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

ARTICLE 15. -EFFECTIVE PERIOD

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.

AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING, the parties sign this Agreement on December 12, 2019.

DEPARTMENT OF HOUSING

CUSTOM HOMES, INC.

Fernando A. Gil-Enseñat, Esq.

Secretary

Ramón J. De León Iturriaga

President^{*}

DUNS No. 829755292