

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

AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND FR-BLDM, LLC

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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 November, 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 FR-BLDM, LLC (hereinafter, the "CONTRACTOR"), with principal offices in 1010 Harvard Street, University Gardens, San Juan, Puerto Rico, herein represented by Antonio Fullana-Morales, in his capacity as Managing Director, of legal age, married, and resident of Dorado, Puerto Rico.

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





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 **FR-BLDM**, **LLC** 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 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 Notice of Award

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

Attachment C Scope of Work

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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

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of thirty-six (36) months, ending in Novely , 11, 2022.
- **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 FIFTY MILLION DOLLARS (\$50,000,000.00); <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**.

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- **D.** 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.
- **E.** 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.
- **F.** 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.
- **G.** 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.
- H. 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.
- I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
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- **J.** Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
- **K.** 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."

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

- A. 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.

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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.
- **B.** Non-Disclosure: CONTRACTOR agrees to take all reasonable steps or measures to 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, 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.

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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 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 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.

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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.

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

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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

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



Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

- 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.

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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.

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.

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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 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

Antonio Fullana-Morales Managing Director FR-BLDM, LLC PO Box 9932

San Juan, PR 00908-9932

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:
 - 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.
- 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.

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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.

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 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, et 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.

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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 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.

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- 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 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.

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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

- **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 1-80, 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.

XII. 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.

[Remainder of page left blank intentionally.]

/die

R3 Program Construction Managers Between the PRDOH and Rebuilders PR, LLC under CDBG-DR Page 26 of 26

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

DEPARTMENT OF HOUSING

Fernando A. Gil-Enseñat, Esq.

Secretary

FR-BLDM, LLC

Antonio Fullana-Morales

Managing Director DUNS No. 116914530



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: info@frcg.net

Angel A. Fullana-Olivencia President FR-BLDM LLC PO Box 9932 San Juan, PR 00908-9932

Re:

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. Fullana-Olivencia:

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, FR-BLDM LLC 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.gav

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-toexceed 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	e 1: Proposals T	'echnica	<u>Evaluation</u>	n S <u>ummar</u>	y			
No. Proposer Name	Mandatory Req.	Qualifi- cations	Work Approach	Single-	ual Design issions Two-Story 3- Bedroom	Plan for Section 3 Complian ce	Total Technical Score	"Qualified Proposer"
1 Excel Contractors, LLC	Pass	84.00	96.33	34.67	35.00	5.00	255.00	Yes



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

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No.	Proposer Name	Mandatory Req.	Qualifi- cations	Work Approach		uai Design issions Iwo-Story 3- Bedroom	Plan for Section 3 Complian ce	Total 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
4	FR-BLDM LLC	Pass	81.68	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	7 2.67	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 PRILIC	Pass	73.67	95.99	37.33	38.00	5,00	249,99	Yes
11	Desarrollas 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 Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18	CIC Canstruction Group SE	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.	Foil	n/a	n/a	n/a	n/a	n/a	n/a	n/a
24	Caribe Tecno, CRL	Pass	77.00	91,33	39.33	39.67	0.00	247.33	Yes
25	Seasons-CLUC	Pass	76.00	53,33	37.00	38.00	0.00	204.33	No
26	WG Pitts Caribbean, LLC	Fail	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 Canstruction 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 Welghted Score ^{2,3}	Total Weighted Score
1	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. <u>57</u> %	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 PRILLC	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 Confractors JV	65.1 5 %	0.00%	65.15%
24		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



5 DSW Homes LLC

Lemoine Disaster Recovery, LLC

Thompson Construction Group Inc.

	tuble 5. Weighted acoles of abdulited Troposets Affet inegotiations							
No	. Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Tolal Weighted 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		

60,80%

62.51%

28.87%

27.87%

89.67%

90.38%

Yes

Yes

translate Replacement Home Cost Proposals into their corresponding percentages.

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



Reasonable Reasonable

Reasonable

¹ 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

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 Welghted Score	Qualifies for Award (Score>75%)	Cost Reasona- bieness 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 PRILC	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 Scores 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
•		
•	FR-BLDM LLC (Proposer No. 6)	
	Rebuilders PR, LLC (Proposer No. 12)	
	ANG Construction, Inc. (Proposer No. 15)	
	Yates-Bird LLC (Proposer No. 16)	
ĸ	Caribe Tecno, CRL (Proposer No. 24)	
H	Custom Homes, Inc. (Proposer No. 27)	

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



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.

Sincerely

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: 7004 2510 0007 6098 5837

PLE



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) SLSCO 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)

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 2

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.

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:

Level

7	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 ILC	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	Rebuilders PR LLC	Level 1
13	Design Build LLC	Level 2
14	Aireko Construction Management Services LLC	Level 1
15	ANG Construction, Inc.	Level 2
16	Yates-Bird LLC	Level I
1 7	North Construction Group Inc.	Level 2
18	CIC Construction Group SE	Level 2
19	Three O Construction SE	Level 2
20	Pitirre Construction Company, Inc.(1)	Level 2
21	Venegas Construction, Corp.	Level 1
22	4 Contractors JV	Level I
23 ·	RV Engineering Group, Corp.	Level 2
24	Caribe Tecno, CRL	Level 1
25	Seasons-CL LLC	Level 2
26	WG Pitls Caribbean, LLC	Level 2
27	Custom Homes, Inc.	Level 2
28	Maglez Engineering & Contractors, Corp.	Level 2
29	Burke Construction Group Inc.	Level 1
30	Modemo Construction Corp.	Level 1





Proposer

No.

Proposer Name

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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/Fail	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%
Cost Proposals		
Single-Slory 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 Plan Submission (Section 3.8)	5 Points	5%

Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP. Those Proposers whose Proposals met the Mandatory Requirements were evaluated for Qualifications, Work Approach, and Conceptual Design Submissions to determine the "Qualified Proposers" for the services. Given the evaluation and requirements for "Qualified Proposer", the Evaluation Committee arrived at the conclusion that five (5) Proposers falled the Mandatory Requirements, seven (7) passed the Mandatory Requirements but were not considered "Qualified" for the services due to not complying with the 230-point minimum threshold, and seventeen (17) were "Qualified" for the services.

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

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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 failed to comply with the Bid Bond requirements of the RFP. Also, the Proposer failed 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 failed 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 falled 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 Polnis	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Reguliements (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 Poinis	Score
Mandatory Requirements (Section 6.1)	Pass/Fall	Pass
rechnical Regularments (Qualifications and World Approach	Proposals)	
Qualifications (Section 6.2)	100 Points	72.66 Points
Work Approach (Section 6.3)	100 Points	65.34 Points
Concepjual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	74.00 Points



Criteria	Maximum Points	\$core
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 Build, LLC (Level 2) (219.67 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Teculrements (Qualifications and World Approach Proposals)		
Qualifications (Section 6.2)	100 Points	81,34 Points
Work Approach (Section 6.3)	100 Points	69,66 Points
Gonceptudi 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 Polnis	219.67 Points

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

Criteria	Maximum Points	\$core
Mandatory Regulrements (Section 6.1)	Pass/Fail	Pass
rechnical Regulements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	79.00 Points
Work Approach (Section 6.3)	100 Points	60,34 Points
Gonceptual 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 Polnts	2,00 Points
Total Technical Points	290 Points	216.34 Points

Seasons-CL, LLC (Level 2) (204,33 Points):

Criteria	Maximum Points	\$соте
Mandatory Requirements (Section 6.1)	Pass/Fall	Pass
rechnical Requirements (Qualifications and Work Approach Emposals)		
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 Plan Submission (Section 3.8)	5 Polnts	0.00 Points
Total Technical Points	290 Points	204.33 Points



Maglez Engineering & Contractors, Corp. (Level 2) (183.32 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	66.67 Points	
Work Approach (Section 6.3)	100 Points	58.99 Points	
Gonceplual Pesign 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):

Criterla	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	

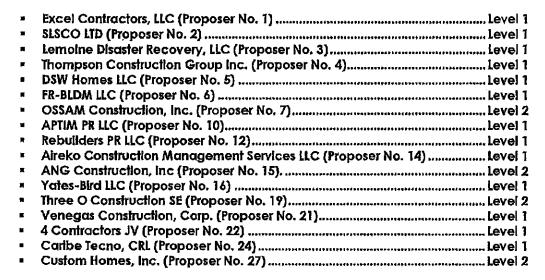
A summary of the results of the mandatory and technical evaluation of each Proposal is shown in Table 2 below:

No,	Proposer	Mandatory Requirements	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 PR U.C	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A



No.	Proposer	Mandatory Regultements	Technical Points	Qualified
12	Rebuilders PR LLC	Pass	241,34	YES
13	Design Build LLC	Pass	219.67	ОИ
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 Carlbbean, LLC	Falī	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	Moderno 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 following:



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,



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 two-story 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 Scores of "Qualified Proposers"

No. Proposer Name	Technical Welghied Score ¹	Cost Proposal Welghted Score ^{2,3}	Welghted	Qualifles 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.	<i>5</i> 7.82%	0.00%	57.82%	No
TO APTIM PRILIC	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 Contractors JV	65.1 <i>5</i> %	0.00%	65.15%	No
24 Carlbe Tecno, CRL	60.00%	0.00%	40.00%	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 "Qualified Proposers" to improve their

¹ 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 translate Replacement Home Cost Proposals into their corresponding percentages.
³ According to Note 1 of Table 4 of the RFP, Cost Proposals that were over the RFP-established caps for construction, f hard

³ 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.

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 profit 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 less.
- The period of performance for repair works was extended from forty-five (45) to sixty (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.



Replacement Home specific requirements were modified to (i) eliminate the water cistern, (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 Rico⁴.
- 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 Unif Price List while seven (7) conditioned the acceptance. In addition, Proposers submitted Soft Costs for Replacement Homes that were considered too 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	ize Single-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, olteration, 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 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.

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 (CE [C = A+B]	Avg Dif. 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	\$266,657

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 reasonable for the services:

- SLSCO LTD (Proposer No. 2)
- Lemoine Disaster Recovery, LLC (Proposer No. 3)
- Thompson Construction Group, 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 Weighled Score	Cost Proposal Weighted 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
4	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 LLC	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 Contractors JV	65.15%	26.01%	91,17%	Yes	Too High
24	Carlbe Tecno, CRI.	\$0.00%	29.61%	B9.61%	Yes	Reasonable
27	Custom Homes, Inc.	61.46%	28.07%	B9,54%	Yes	Reasonable



The Procurement Office recommended issuance of awards to Proposers that (i) are considered "Qualified" for the services, (ii) obtained Weighted Scores 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 complied with all criteria and their Construction Manager Level are:

¥	SLSCO LTD (Proposer No. 2)Level 1
Ħ	and the second of the second o
•	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



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 Carlbe 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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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.

Duz S. Colón Ortiz Alternate Secretary, Bid Board

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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	
		8643 United Plaza Blvd	
		Baton Rouge, LA 70809	
		broberts@excelusa.com	
2	SLSCO LTD	William Sullivan	(713) 880-8411
		Principal Principal	(* * -) * * * * * * * * * * * *
		SLSCO LTD	
		PO Box 131486	
•		Houston, TX 77219	
		wsullivan@slsco.com	
3	Lemoine Disaster Recover, LLC	William T. Rachal	·
_		Vice President	337-896-7720
		Lemoine Disaster Recovery, LLC	337-070-7720
		214 Jefferson Street	
	•	Suite 200	
		Lafayette, LA 70501	
		wil.rachal@iemoinecompany.com	
4	Thompson Construction Group	Christopher C. Hutto	803-773-8005
_	inc.	CFO	000-773-0000
	110,	Thompson Construction Group Inc.	
		100 Nort Main Street	
		Sumter, SC 29150	
		The state of the s	
5	DSW Homes LLC	chutto@thompsonind.com	
ij.	D344 Hornes LLC	James Shumer	770-519-2357
		CEO	
		DSW Homes LC	
		502 20th Street	
		Galverston, TX 77550	
	ED BLOULD	im.schumer@dswhomes.com	<u> </u>
5	FR-BLDM LLC	Angel A. Fullana-Olivencia	787-753-7010
		President	
		FR-BLDM LLC	
		PO Box 9932	
		San Juan, PR 00908-9932	
		info@frcq.net	
7	OSSAM Construction, Inc.	Francisco J. Massó	787-272-6404
		Vice President	
		OSSAM Construction, Inc.	
		502 Roosevelt St.	//
		Urb. La Cumbre	/6
		San Juan, PR 00926	77
		info@ossam.net	- 500

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



8	Enviro-Tab, Inc.	José D. Rivera Fuentes	787-869-7868
		President	
		Enviro-Tab, Inc.	
		HC-72 BOX 3766	
		PMB 316	
		Naranjito, PR 00719-9788	
		info@envirotabor.com	
9	Piloto Construction LLC	José J. Rincón San Miguel	787-412-0900
		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 PRILIC	
		27 Calle González Giusti	
		Suite 302	
		Guaynabo, PR 00968	•
		domingo.camarano@aptim.com	
11	Desarrollos 3V, Inc.	Juan H. Vázquez	787-258-1758
		President	. 2. 200 . 700
		Desarrollos Tres V, Inc.	
		PO Box 6689	
		Caguas, PR 00726	
		desarrollos3v@hotmail.com	
12	Rebuilders PR LLC	Carlos Aldarondo	787-407-7051
		Project Manager	, 5, 45, 7501
		Rebuilders PR, LLC	
		PO Box 193484	
		San Juan, PR 00919	
		carlos@rebuilderspr.com	
13	Design Build LLC	José L. Ortiz Serrano	787-795-2840
_		Managing Member	. 5, 7,0 2040
		Design Build LLC	
		PO Box 2500	
		PMB 471	
		Toa Baja, PR 00951-2500	
		jortiz@dbllc.net	
14	Aireko Construction	Luis Uzcategui	787-653-6300
	Management Services LLC	Pariner & Member	/0/-000-0000
		Aireko Construction Management	
		Services LLC	
		PO Box 2128	
		San Juan, PR 00922	
		<u>luzcategui@aireko.com</u>	
15	ANG Construction, Inc.	Bienvenido Negron	1707) 745 4040
, 3	ATO COIDHOCHOH, HIC.	President	(787) 745-4848
		ANG Construction Inc.	
		HC 02 Box 14212	
		Gurabo, PR 00778	
	·····	b.negron@bns-eng.com	
16	Yates-Bird LLC	Eduardo Pardo	787-479-2005

	······································		
		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 President	4
		North Constructors Group, Inc.	
		PMB 135	
		405 Esmeralda Avenue Ste 2	
		Guaynabo, PR 00969-4457	
		jrodriguez@ncgpr.com	
18	CIC Construction Group SE	Gustavo A. Hermida	787-287-3540
	•	President	, ,, 20, 00 10
		CIC Construction Group, S.E.	
		Carr. PR-1 Km 23,0	
		Barrio Rio	
		Guaynabo, PR 00971	
		ghermida@cic-pr.com	
19	Three O Construction SE	Manual A. Ortiz-Nieves	787-869-2710
	z	Mnaging Partner	707-007-27 10
		Three O. Construction SF	
		HC 75 Box 1040	
		Naranjito, PR 00719-9701	
		info@ihreeo.com	
20	Pitire Construction Company,	Dennis González Sánchez	707 740 0500
	Inc.	President	787-749-2500
	II 10.	Pitirre Construction Company, Inc.	
		606 Ave. Escorial	•
		Urb. Caparra Haights	
		San Juan, PR 00920	
21	Venegas Construction, Corp.	gonzalez.dennis@amail.com	707.040.40.40
۷,	venegas construction, colp.	Emilio R. Venegas	787 - 848-4848
		Vice President	
		Venegas Construction, Corp.	
		472 Ave. Tito Castro	
		Suite 201	
		Ponce, PR 00716	
20	4 Contractor N/	erv@vccpr.com	
22	4 Confractors JV	Humberto Reynolds	787-794-0927
		Principal	
		4 Contractors JV	
	•	PO Box 2319	
		Toa Baja, PR 00949	
	D15	hreynolds@4civ.com	
23	RV Engineering Group, Corp.	Luis R. Ramos	787-286-1432
		President	
		RV Engineering Group, Corp.	
	•	Calle Goyco #61	
		Caguas, PR 00725	
		luis@ryeng.com	
24	Caribe Tecno, CRL	José D. Pérez	787-504-7364
		President	

		PO Box 360099	
		San Juan, PR 00936-0099	
		idp@caribetecno.com	
25	Seasons-CL LLC	Jorge Guerrero Miranda	787-283-6969
25	Seasons-CL LLC	President	707-205-0707
		Seasons-CL. LLC	
		Industrial Victor Fernández	
	•	40 Street 3, Suite 1	
		San Juan, PR 00926	
		iguerrero@creativedevelop.com	
26	WG Pitts Caribbean, LLC	William G. Pitts	806-676-1605
20	110 III3 Calibbeat, LLC	President	300 070 1000
		WG Pitts Caribbean, LLC	
		Playa Serena Apt. 1501	
		Ave. Boca de Cangrejo	
		Carolina, PR 00979	
		tbright@wapitts.com	
27	Custom Homes, Inc.	Ramón J. De León-Iturriaga	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	
		customerservice@maglez.net	
29	Burke Construction Group Inc.	Anthony J. Burke	305-468-6604
		President	
		Burke Construction	
		10145 NW 19th St.	
		Miami, FL 33172	
		tburke@bcgconstruction.net	
30	Moderno Construction Corp.	Bijoy V. George	202-360-9879
		President	
		Moderno Construction Corp.	
	•	110 Calle Tapia	
		San Juan, PR 00911	
		george.bijoy@gmail.com	







QUALIFICATIONSAND WORK APPROACH

CDBG-DR-RFP-2018-09 JANUARY 22, 2019

HOMEOWNER REPAIR,
RECONSTRUCTION OR
RELOCATION PROGRAM
CONSTRUCTION MANAGERS

FR-BLDM, LLC

T: 787-753-7010

F: 787-763-0269

E: INFO@FRCG.NET

P.O.BOX 9932

SAN JUAN, PR 00908-9932



AFR-BLDM²

GFR-BLDM9



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
(Revised for Addendum No. 2)

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: FR-BLDM LLC			
Proposer is submitting a Proposal and wishes to be qualified as: Level 1 Construction Manager Level 2 Construction Manager					
Tab	initials	Document Description			
-	80	Company Cover Page			
		Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page			
•	00	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	Opt	Exhibit A-2: Qualifications and Work Approach Proposal Checklist			
2	04	Exhibit C: Statement of Qualifications			
:3:	00	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.			
	AAY	Organizational Chart: The organizational chart must show the corporate structure,			

lines of responsibility, and authority in the performance of the Construction

Management Services.



Exhibit A-2 – Qualifications and Work Approach Proposal Checklist (Revised for Addendum No. 2) CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Proposer's Authorized Representative Printed Name

Tab	 Initials	Document Description	
5	Def	Key Staff Résumé and Professional Information Senior Project Manager Design Lead Permitting Lead Procurement Lead Construction Lead Quality Control Lead	
6	ab	Work Approach	
7	00	Conceptual Design Submission (Single-Story 3-Bedr Drawings Renderings Design Narrative	
8	26	Conceptual Design Submission (Two-Story 3-Bedroo Drawings Renderings Design Narrative	om Model Home)
9	00+	Plan for Compliance with Section 3 Requirements (Optional to obtain up to a five percent (5%) bonus	in the evaluation of Proposal)
	Ht.	Hul-	December 10, 2018
Prop	oser's Author	tzed Representative's Signature	Date
Ang	el Antonio Ful	lana-Olivencia, PE - President	-



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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

1.1.	Proposer's Identification:			
	FR-BLDM, LLC		2018	
	(Legal Name)		(Year of Establishment)	(Tax ID)
				116914530
				(D-U-N-S Numbe
1.2.	The following named per the Contract:	son is hereby authorize	ed to bind the Entity in	mattèrs rélatéd t
	Ángel Antonio Fullana-C)livencia	President	
	(Name)		(Position)	
1.3.	Physical Address:	1010 Harvard	Street	e si
	•	(Address Line 1)		
		University Gar	dens	
		(Address Line 2)		
		San Juan	PR	00927
		(City)	(State)	(Zip Code
1.4.	Mailing Address:	P.O.Box 9932		
		(Address Line 1)		
		N/A		
		(Address Line 2)		
		San Juan	PR	00908- 9932
		(City)	(State)	(Zip Code
1.5.	Contact Information:			
	(787) 753-7010	(787) 763-0269	info@frcg.r	et
	(Telephone Number)	(Facsimile Number)	(Email Addres	
1.6,	The Entity is a(n):			
	☐ Individual	☐ Partnership	Other (S	Specify)
	□ Corporation	☐ Joint Venture	N/A	
1.7.	If a corporation, indicate	all that apply:		

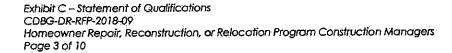


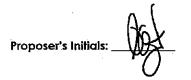


1.8.	Officers and Directors: Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.									
	Name	Telephone	Email	Officer	Director	Member	Partner			
	Ángel A. Fullana-Olivencia	(787) 753-7010	aafo@frcg.net			\boxtimes	X			
	Francisco R. Díaz-Massó	(787) 761-3030	fdm@bldmpr.com			\boxtimes	X			
	Antonio Fullana-Morales	(787) 753-7010	afullana@frcg.net			X	X			
	Damaso Bermúdez Cains	(787) 761-3030	damaso@bldmpr.com			X				
	José M. Fullana-Morales	(787) 753-7010	ito@frcg.net			\boxtimes				
	Carmelo Díaz López	(787) 761-3030	carmelo@bldmpr.com			\boxtimes				
2. Ex 2.1.	Brief History of the Firm: Attactive Proposers or any of its establishing the experience firm for both design and cor	ch to this Statemen Team Members , expertise, and q	nt of Qualifications company profile ualifications of the		Se	ee Ta	ъ <u>3</u>			
2.2.	Organizational Chart: Attactive Organizational Chart for		nt of Qualifications	See Tab <u>4</u>						
2.3.	Has the Proposer or any of its Team Members been involved in any criminal, civil, o administrative suits, actions, investigations, litigations, sanctions and/or administrative 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 Dute Date?									
	⊠ No	å: 11 m 1 l	Yes (See Attach							
	If the answer to this question proceeding the (a) date of involved); (b) the specific mamount of funds involved, if addresses of the courts an number of the suit, action, in and (h) any sentence, fine of	the suit, action, inture of the suit, any; (d) the name d law enforcementes investigation or pro	investigation or proceedir action, investigation or pro s of the parties; (e) the nan ents agencies involved; (f) ceeding; (g) the disposition	ng (or ocee nes ar) the n or c	time ding; nd co title urrer	peri (c) cmple and at sta	iod the ete file tus;			

Statement of Qualifications. Also include an opinion from an attorney discussing whether

the Proposer's work will be impacted by the litigation.





3. C	onstruction Manager Level	Applied For:		
	■ Level 1 Construction M	lanager	Level 2 C	onstruction Manager
3,1.	If Level 2 Construction Mo	inager, indica	te if repair works	are to be provided:
	Yes		☐ No	
3.2.	If Level 2 Construction Mo performed (select up to fi			unicipalities where work is to be
	☐ Adjuntas	☐ Fajard	0	☐ Naguabo
	☐ Aguada	☐ Florida	1	☐ Naranjito
	Aguadilla	☐ Guáni	ca	☐ Orocovis
	Aguas Buenas	☐ Guaya	ama	Patillas
	☐ Aibonito	☐ Guaya	anilla	Peñuelas
	☐ Añasco	☐ Guayr	nabo	☐ Ponce
	☐ Arecibo	Gurab	00	Quebradillas
	□ Аггоуо	☐ Hatillo		Rincón
	☐ Barceloneta	☐ Hormi	gueros	Río Grande
	☐ Barranquitas	☐ Huma	cao	Sabana Grande
	☐ Bayamón	☐ Isabel	a	☐ Salinas
	☐ Cabo Rojo	☐ Jayuy	a	San Germán
	☐ Caguas	☐ Juana	Díaz	San Juan
	☐ Camuy	☐ Junco	s	San Lorenzo
	☐ Canóvanas	☐ Lajas		San Sebastián
	☐ Carolina	□ Lares		Santa Isabel
	☐ Cataño	☐ Las Mo	arias	☐ Toa Alta
-	☐ Cayey	☐ Las Pie	edras	☐ Toa Baja
)	Ceiba	☐ Loíza		☐ Trujillo Alto
	☐ Ciales	☐ Luquill	0	Utuado
	☐ Cidra	☐ Mana	tí	☐ Vega Alfa
	☐ Coamo	☐ Maric	ao	☐ Vega Baja
	☐ Comerío	☐ Maun	abo	☐ Vieques
	☐ Corozal	☐ Maya	güez	☐ Villalba
	Culebra	□ Моса		Yabucoa
	□ Dorado	☐ Moro\	ris .	☐ Yauco

lou &



Exhibit C - Statement of Quotifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 4 of 10 Proposer's Initials:

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

D Client Name	Project Description	Confract Amount	Project Duration (in Monits)	\$talus	Completion Date	Deliverables of the Project	Confact Person	Phone Number
Puerlo Rico Department of Housing	Temporary Essential Power (STEP) Pilot Program * Project by the JV of FR-BLDM	\$100,000,000.00	I2 mo.	96% Completed	201B	family owner-occupied residences ("residential units") so they can become habitable as shelfers in place, with work thereunder slated to start immediately, under the name of "Tu Hogar Renace".	Samir Et Hage	(787) 767-2111
2 Las Gladiolas, LLC c/o McCormack Baron Salazar, Inc.	Las Gladlolas Revilalization Project (Housing and Public Improvements), San Juan, PR - New 140 apartments, distributed among ten four-story bulldings; walk-ups and townhouses style, (one, two and three bedroom units). This residential development, olso includes a monagement office, community room, filness orea and commercial space. This project is conceptualized as a mixed- income rental project with mixed-linancing.	\$23,122,075.00	33 mo.	92% Completed	2019	Site Preparation Services (Decontamination & Geoplers) - April 2016 Public Improvements & Infrastructurol oil site - August 2016 Housing (Construction) -August 2016	Daniel F, Acosta	(314) 335-2968
3 Puerta de Tierra, LLC c/o McCormack Baron Salazar, Inc.	Puerta de Tierra Revitalizallon Project (Housing and Public Improvements), San Juan, PR - New 174 apartments, distributed among ten four-story buildings; walk-ups and townhouses style, (one, two and three bedroom units) for the PR Public Housing Authority for mixed income rentals. The developer in charge has a management office, a community room, a fitness area and commercial space.	\$27,080,000.00	27 то.	88% Completed	2019	Site Preparation Services (Decontamination & Geopiers)- October 2016 Public Improvements & Introstructural off site - November 2016 Housing (Construction) - November 2016	Daniel F. Acosta	(314) 335-2968
4 Verde, LLC.	Jade S1. Clair Holel, Carolina, PR - A new hotel with 107 guestrooms spread across 10 floors. Guestrooms will feature glass curtain walls and Klichénelle. The hotel's ninth floor will host an 8,020-square-foot ferrace crafted with a bar, swimming pool, gym, and multifunctional event space, Also, the hotel includes administrative offices, service area, emergency electrical generator and a water cistem.		24 mô.	90% Cpmpleted	2019	Demolition, Site Improvements, Pile Foundation & Construction	Ke i ih St. Clair	(787) 791-5151
5 CIC Group	Ocean Drive Building 1 & Phase II	\$3,633,188.00	36 mo.	45% Completed	2020	HVAC, Plumbing	Joaquín Cela	(787) 287-3540
6 CIC Group	Romark - Phose I	\$9,139,989.00	24 mo,	78% Completed	2019	HVAC, Electrical Work, Plumbling, Telecommunication	Joaquín Cela	(787) 287-3540





Exhibit C – Statement of Qualifications CDBG-DR-RP-2018-09 Homeowner Repoit, Reconstruction, or Relocation Program Construction Managers Page 5 of 10



7 Walsh Construction	FBJ Building	\$16,262,501.00	18 mo.	60% Completed	2019	HVAC, Plumbing, Electrical Works	Charles Dyxin	(312) 563-5400
8 CIC Group	Sartorious MC Building and FMT Building	\$23,248,003,00	24 mo.	48% Completed	2020	HVAC, Plumbing, Electrical Works, Telecommunications	Joaquín Cela	(787) 287-3540
9 PRISA Group	District Ufe	\$3,741,935.00	30 mo.	12% Completed	2019	Electrical Site, Interior Site, Control System	Eduardo Cortés	(787) 796-5656
10 Bird Construction	Ciudadela Phase III	\$16,068,163,00	36 mo.	95% Completed	2019	Electrical Work, HVAC	Eric Droz	(787) 721-6630



Exhibit C - Statement of Qualifications CDBG-DR-RFP-2018-09 Hameowner Repoli, Reconstruction, or Relacation Program Construction Managers Page 4 of 9

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

D Client Name	Project Description	Contract Amount	Project Duration (in Months)	Stalus	Completion Date	Deliverables of the Project	Contact Person	Phone Number
CIC Group	Sof Melia Hotel Huracan Maria Recovery	\$4,056,700.00	30 mo.	94% Completed	2019	HVAC, Plumbing, Electrical Works	Joaquin Cela	(787) 287-3540
San Diego Project Management	Instoli new 38KV PowerLine	\$8,785,254.00	24 mo.	44% Completed	2019	Electrical Works	Patrick Balcazar	(787) 889-6796
Creative Development	Alamanda Residences	\$609,000.00	24 mo.	90% Completed	2019	Electrical Sile, Electrical Interior, Control Systems	Jorge Guerrero	(787) 283-6969
9 PRISA Group	Enclave - Dorado Beach Resort Residences	\$861,000.00	18 mo.	70% Campleted	2019	Electrical Site, Electrical Interior, Confrol Systems	Eduardo Cortés	(787) 796-5656
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7				 	 			
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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	Antonio Fullana-Morales	B.S. Civil Engineering	23	(Se e résumé in Tab <u>5)</u>
Design Lead	Ricardo Álvarez-Díaz	Bachelor in Architecture and EIL	18	(See résumé in Tab <u>5)</u>
Permitting Lead	Vanessa de Mari Monserrate	Master in Architecture Master in Construction Management B.S in Art	22	(See résumé in Tab <u>5</u>)
Procurement Lead	Jeffrey Maldonado Bigio	B.S Electrical Engineering	10	(See résumé in Tab <u>5</u>)
Construction Lead	Sandra Bonano	B.S Electrical Engineering Master in Construction Management	.22	(See résumé in Tab <u>5</u>)
Occupational Safety Lead	Ángel Torres	Baachelors in Science	19:	(See résumé în Tab <u>5</u>)
Quality Control Lead	Jaime Ramos Sierra	Associate Degree in Civil Engineering and Surveying B.S. Civil Engineering	20	(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
Daniel F. Acosta	Daniel.Acosta@McCo mackBaron.com	(314) 335-2968	Current Client
ederico Sánchez	fede@interlinkpr.com	(787) 754-0610	Current Client
Nejandro Brito	abrito@britodev.com	(787) 790-5080	Past Client
tichard González	metrohouse@aol.com	(312) 236-9673	Current Client
N/A	N/A	N/A	N/A

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

Name	Email	Phone Number	Relation
Samir El Hage	selhage@hagepsc.co m	(787) 767-2111	Client/Owner Rep. Program Manager
José Davila)davila@cccupr.org	(787) 772-8300; EXT.1222	Client/Owner Rep.
Daniel F. Acosta	Daniel.Acosta@McCo rmackBaron.com	(314) 335-2968	Client/Owner Rep.
André LeBlanc	aleblanc@tidalbasing group.com	(225) 284-9194	Lead Porject Manager
Clarimari Rodríguez	clarodri@amgen.com	(787) 656-2000	Client







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	12/7/2018	8	01/04/2019
		•	01/11/2019

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 property 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 <u>17</u> day of <u>december</u>, <u>2018</u>.

If Entity is an individual:



(Signature of Individual	<u> </u>	
N/A		
(Printed Name of Indivi-	dual)	
	-	
N/A		
(Address Line 1)		
N/A		
(Address Line 2)		
,		
N/A	N/A	N/A
(City)	(State)	(Zip Code)
1=-/1	1	(





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

		N/A (Printed Name of I	īm)	
	By:	(Authorized Repre		
		(Authorized Repre	sentative's Signatur)
		N/A (Printed Name of A	tuthers d Poprotor	atoticol
		(riintea Name oi)	чиногдей кергезег	nanvej
		N/A (Address Line 1)	 -	
		(Address time 1)		
		N/A (Address Line 2)	<u> </u>	
		N/A (City)	N/A (State)	N/A (2îp Code)
		,	,	
If Entity is a partnership or joint venture:				
		N/A (Printed Name of I	Partnership or Joint \	
		·		
	Ву:	(Signature of Gen	eral Partner)	
_		N/A		
\supset		N/A (Printed Name of	General Partner)	<u> </u>
		N/A (Address Line 1)	<u></u>	
		(Address Line 1)		
		N/A (Address Line 2)		
		N/A	N/A (State)	<u>N/A</u>
		(City)	(State)	(Zip Code)

Polit

Exhibit C – Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 10 of 10



If Entity is a corporation:

	FR-BLDM, LLC.	
	(Printed Name of Corporation)	
	1010 Harvard Street	<u> </u>
	(Corporate Address Line 1)	
	Interamericana Corner, University	Gardens
	(Corporate Address Line 2)	
	San Juan PR	00927
	(City) (State)	(Zip Cade)
By:	Maria	
	(Signature of Officer)	
	Ángel Antonio Fullana-Olivencia	
	(Printed Name of Officer)	
	President	>
	(Title of Officer)	•
Attest:/	//WI/WMM	un
	(Secretop) ALD	
	4R.DEOM.	
	Kecreton BLDM, I'C	
	ICORPORATE SEALL	
	1 / 2018	
	Commonweal R of Puerto Rico	
	Commonwealth of Puerto Rico	
	(Jurisdiction of Incorporation)	



COMPANY PROFILE

∡FR-BLDM≌

fort

LAS GLADIOLAS "RENAISSANCE SQUARE"
HATO REY, PR
F&R CONSTRUCTION GROUP - GENERAL CONTRACTORS

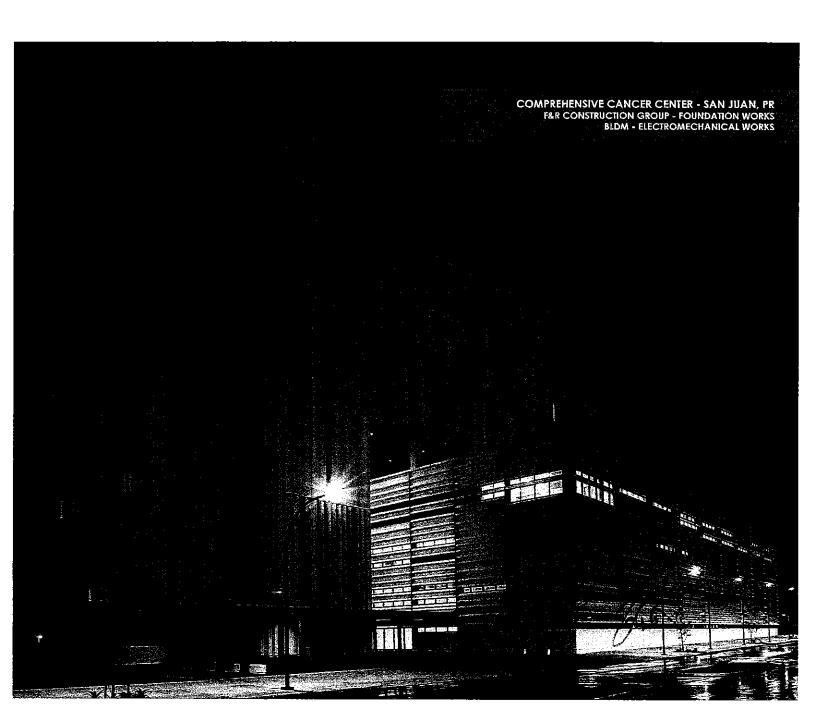
COMPANY PROFILE

AFR-BLDM²

COMPANY PROFILE

&R Construction Group, Inc. (F&R) and Bermúdez, Longo, Díaz-Massó (BLDM) have joined forces to create FR-BLDM, LLC; a local construction firm with over 100 years of combined construction experience in the island of Puerto Rico. Our longstanding history of innovation, ready access to local resources and track record with large, complex projects - and previous experience working in the DOH's STEP program- will be an asset in the implementation of this next phase of the program.

FR-BLDM, **LLC**'s team is comprised by the best qualified professionals in Puerto Rico. We recognize the importance of this project, for the residents of the islands of Puerto Rico and the economy in general. We are ready to provide the DOH with a strong local group of professionals with unparalleled experience, capable of building projects of this complexity and magnitude in Puerto Rico.



FR-BLDM, **LLC's** members are widely recognized as construction leaders in the island, providing high-quality, innovative project and construction management, design-build, project consulting, and general contracting services for many of Puerto Rico's top companies and institutions.

Many of the projects built by the conjoint forces that comprise **FR-BLDM**, **LLC** are among Puerto Rico's signature projects; with over 20,000 housing units built throughout the island. **FR-BLDM**, **LLC** has total assets of more than \$2,000,000 million and a total net worth of more than \$10,000,000 million.



Over the years, F&R and BLDM have worked together on over 1,000 projects and over \$3,000,000,000 of work executed, while always being on time and within budget. We have worked projects as General Contractor / Subcontractor relationship since F&R's beginnings and when BLDM already had a 10-year trajectory.

Also, later through the years, we formed the same team to pursue an RFP for the Puerto Rico Department of Correction high-security prison in the Municipality of Bayamón, for 500 inmates, with Wackenhut Corporation. The contract was awarded to F&R and BLDM, and the project was designed, built and delivered on time and within budget.

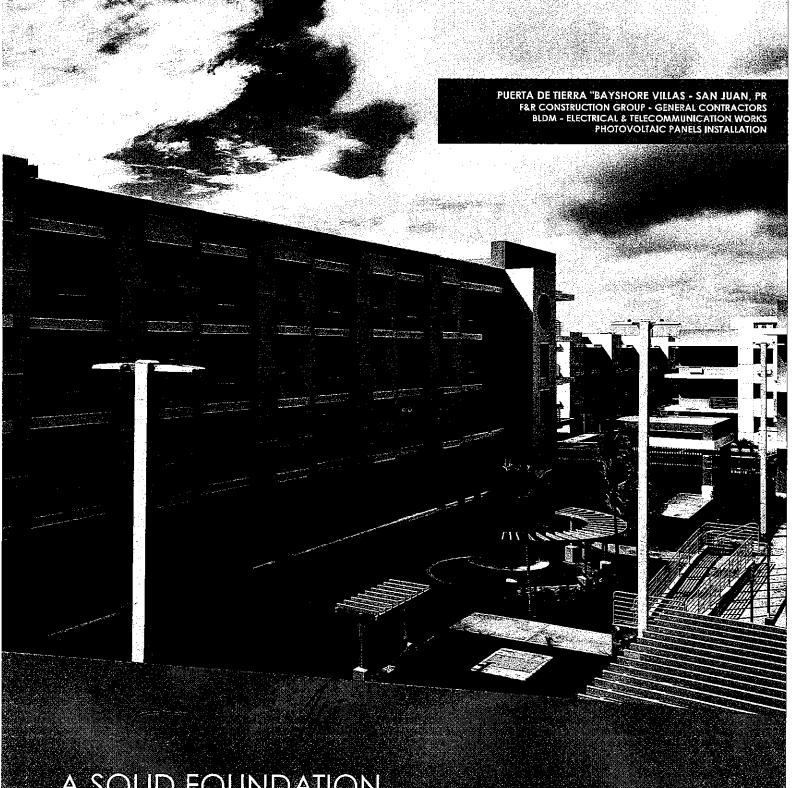
Most recently, we also joined forces and worked together for the DOH's "Tu Hogar Renace" program (STEP) in the Eastern region of Puerto Rico. Now we are stronger than ever, by officially forming **FR-BLDM**, **LLC**.

EXPERIENCE

Our Team's experience is broad, diverse and shaped by many years of construction execution. Our policy of "full-court" involvement, fully engaged in every project, from start to finish, has allowed us to hone our skills for every phase and type of project.

That in turn, has also given us the opportunity to render services in various market segments, among them: academic, corporate, design build/fast track, green buildings, healthcare, hospitality, industrial, infrastructure, institutional, military, parking structures, retail and other special projects.





A SOLID FOUNDATION

Our construction experience includes both, reinforced concrete and or structural steel buildings, both, high and low rise, as well as site development.

The vast experience of FR-BLDM, LLC's members in residential housing projects includes construction of high-income housing developments, medium-income housing, low-income housing, walk-ups, single family, midrise and high-rise construction.

A SOLID FOUNDATION (cont.)

In addition, we have also worked directly with the DOH during the past 10 years in the rehabilitation of residential projects with over 575 units, in projects such as: Jardines de Guánica in Guánica (124 units); Narciso Varona in Juncos (172 units), Alturas de Cupey in San Juan (96 units) and Rafael Hernández in Mayaguez (190 units). We also worked indirectly with the DOH as the contractor of the group that won the RFP for the reconstruction of the residential projects 140-unit Las Gladiolas and the 177-unit in Puerta de Tierra.

Our experience in large projects includes such large and complex facilities considered to be "opening data sensitive" projects such as Caguas Judicial Center; La Concha Condo-Hotel, the Embassy Suites Hotel, Puerto Rico Art Museum and the Sheraton Hotel Puerto Rico's Convention Center, the first LEED-certified hotel building on the island.

Other large projects include complex facilities, such as: the Comprehensive Cancer Center, Sheraton Hotel Convention Center, Puerto Rico Convention Center, Luis Muñoz Marín Airport, Veteran's Administration Outpatient Clinic Hospital, Dorado Beach East, St. Regis Hotel, Dorado Beach Ritz Carlton, Ciudadela, Sartorius, Centro Judicial de Caguas, First Bank DP Center, Federal Building Administration and Federal Bureau of Investigation – San Juan Field Office in Hato Rey, among others.

The vast experience of FR-BLDM in residential housing projects includes construction of high-income housing developments, medium-income housing, low-income housing, midrise and high-rise. In addition, FR-BLDM have also work directly with the DOH during the past 10 years in the rehabilitation of public housing projects impacting over 575 units. Projects such as: Jardines de Guanica in Guanica (124 units); Narciso Varona in Juncos (172 units), Alturas de Cupey in San Juan (96 units) and Rafael Hernández in Mayaguez (190 units). We area also indirectly working with the DOH as the General Contractor for the reconstruction of the residential projects Renaissance Square ("Las Gladiolas" (140 units)) and Bayshore Villas ("Puerta de Tierra" (177 units)).

FR-BLDM, LLC has assigned its most experienced personnel to this project, and has organized a team based on effective models that the individual members of the firm have successfully implemented in other significant projects on the island. We know the tools and techniques for a successful project management.

FR-BLDM, LLC members typically implements strategies and tools to avoid delays, changes and disputes, while maintaining the overarching goals of the project, using their experience on related projects as a model for managing cost, submittals, RFI's, correspondence, and the myriad of other issues related to managing a project of this size and complexity.

A full optimization of FR-BLDM, LLC's skills and talents is key in order to excel in the delivery of a project of the highest standards for the completion of this program. Our repeated clients through the years is a demonstration of our superior level of service and ability to meet client's expectations, and this is achieved by our effective use of our firm's skills and talents and our partnering approach to the management of the construction process. Proper planning, allocation of resources, quality and cost controls are at the heart of a smooth, on-time construction process.

FR-BLDM, LLC's team has successfully completed many large construction projects with challenging schedules and sensitive opening dates. We have the problem-solving approach, management expertise, past project experience, in-house workforces to work around and meet the project schedule.

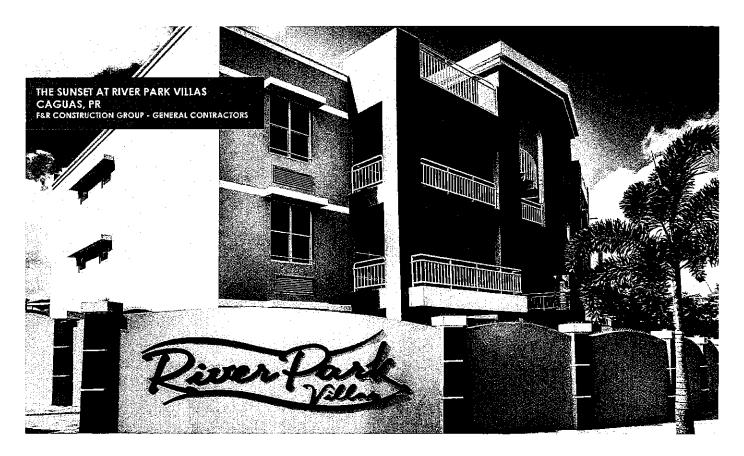


Over the years, we have built many homes in different parts of the island simultaneously, plus having a warranty department that has crews for maintenance repairs throughout the island. Our warranty department has working crews with a similar scope of work as this program, where everything is coordinated thru our central office for property assessments of the damage; then we coordinate the follow up visit for repair works while acquiring the necessary materials and equipment to perform the job, also having built many rehabilitation projects that during the construction process the building is occupied and operational. Examples of those projects include: the expansion of Plaza AEELA in Hato Rey; Centro Integral de la Montana in Corozal, Administración de Retiro in Hato Rey and Marsh Saldana office in City View Center in Guaynabo.

We also gained relevant experience in 2014-2015 during the execution of a contract with similar logistical challenges to those usefully implemented during the execution of the STEP program. Commissioned by a large international telecommunication carrier, and in conjunction with the electrical power authorities of the British Virgin Islands and St. Kitts, the firm performed a complete physical survey of the entire electrical infrastructure (more than 300 miles of electrical lines; 20,000 poles and 16,000 residential dwellings and buildings). The challenges faced on this project were quite similar to the STEP program from a logistical perspective. We used the latest technological tools available to overcome these challenges and execute its contractual obligations in a fast track and expedited fashion.

Last year, during the implementation of the first phase of the STEP program in the Eastern area of Puerto Rico, we took charge of the great logistical and planning efforts for the execution, with the correct amount of field teams who did the work orders in different locations in the area. FR-BLDM, LLC's staff is available immediately for the construction of this new phase of the Homeowner Repair, Reconstruction or Relocation Program. Additionally, FR-BLDM. LLC fully understands the logistics of building projects in an island environment. As a local contractor, we have the local island workforce ready and available. We have also established relationships with local suppliers and vendors to ensure adequate material and equipment resources to successfully rebuild the island under this new program.





FR-BLDM, LLC's approach to project management is based on carefully analyzing the skills needed to complete a project on time and on budget —without sacrificing safety and quality—and then assembling the team to do it right. Throughout our organization, we instill a cooperative, problem-solving approach to overcome challenges and delays that inevitably occur in a project of this magnitude and complexity.

this is accomplished through the implementation and enforcement of a Management Plan, which will be developed utilizing the knowledge acquired through years of successful project experience and implementation of lessons learned. The Management Plan has been discussed with all those we feel will be involved in the project. This Project-Management team brings first-hand knowledge and a unique understanding of government needs and standards. Our plan is tailored for the Homeowner Repair, Reconstruction, or Relocation Program.

Considerable time has been spent planning the logistical approach to ensure a successful delivery of a project that meets and exceeds the client's expectations.

As with other projects, FR-BLDM, LLC will implement a partnering approach with the owner, employees, field personnel and subcontractors once the letter of award is received. Working together from the beginning, we ensure that the DOH Representative, PM's Representative, FEMA Representative, FR-BLDM, construction personnel and selected subcontractors have a clear understanding of the project and their responsibilities relating to the project prior to construction. We have developed a preliminary schedule that incorporates all team members input in the establishment of milestones, including those of the subcontractors.

All team members, including subcontractors and supplier, have been consulted to ensure accurate project phasing for the overall project as well as within each discipline. The way we see it this project has three to each individual home; assessment, pre-construction readiness and actual construction.

FR-BLDM, LLC's members has the correct experience, talent, technology, know-how and plan to work with homeowners - whom will show to have different and very specific needs- for the implementation of the Homeowner Repair, Reconstruction, or Relocation Program in Puerto Rico.

STANDING

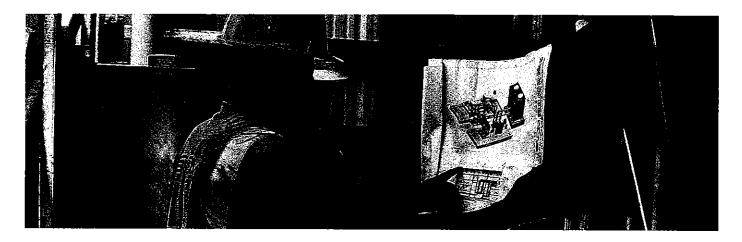
Providing a dynamic level of accountability, FR-BLDM, LLC's team is recognized as one of the leading construction firms in Puerto Rico and the Caribbean. The island's leading trade organizations—the Puerto Rico Chapter of the Associated General Contractors of America (AGC) and the Puerto Rico Chapter of the National Home Builders Association (Puerto Rico Builders Association)—have consistently recognized and praised our work.

What all this means to you, is that in undertaking your project or assisting you in planning it, we promise you expertise, competence, dedication, on-time schedule and professional solidarity.

MODUS OPERANDI

Our business philosophy is based on two simple beliefs:

- A tradition anchored in assuring the utmost project quality, while, at the same time, pledging superior construction value to every job.
- A strong conviction on delivering a vigorous team alignment, in all projects we undertake and providing you with an, on time and within-budget, finished project.



OUR FOOTPRINTS



Our track record of projects and assignments features a wide scope of high-end residential projects, including high rise condominiums, public interest housing, complex commercial assignments—high rise office buildings, mixed use projects, shopping malls, parking garages, hotels, marinas, manufacturing and pharmaceutical facilities—institutional and government public works, hospitals, museums, sports stadiums, schools and universities, prison complexes, and convention centers, among many others.

A group integrated by an all-embracing and distinct class of specialists, experts and creative professionals, in pre-construction and construction services, will provide you with high-quality, innovative, construction management and general contracting assistance.

FIRM VALUES

Our core values are the essence of this general construction and management firm. Our success has been carved from what we define as our **Ten Commandments**:

1. Quality

We believe in maintaining high standards for the projects and services offered by our organization.

2. Profitability/Cost Consciousness

We believe in achieving high levels of value for our organization and maintaining appropriate corporate financial resources.

3. Professionalism/Accountability

We believe in utilizing our expertise in the industry and maintaining the highest personal competent qualities and skills to provide the market with the best services. At the same time we are accountable for our decisions, security and actions concerning grievances, debtors and other stakeholders.

4. Business Sense/Reliability/Integrity

We believe in maintaining an honest and reliable image within the industry and with our clients and in keeping excellent relationships with federal suppliers and subcontractors.

5. Aggressiveness

We believe in actively pursuing opportunities and aggressively responding to them.

6. Efficiency/Effectiveness

We believe in accomplishing our objectives by producing striking results with no waste of effort.

7. Timeliness

We believe in providing the client the right services, at the right moment maintaining appropriate corporate financial resources.

8. Communications

We believe in team-work and participation of our employees and we continually strive for higher levels of communication throughout the Corporation.

9. Innovation/Risk Taking

We believe in encouraging the development and use of new and innovative techniques and processes to create, and shape, our future.

10. Care

We believe in caring for our clients and employees' needs by providing the best service and being concerned about their issues and views.



ROADMAP TO SUCCESS

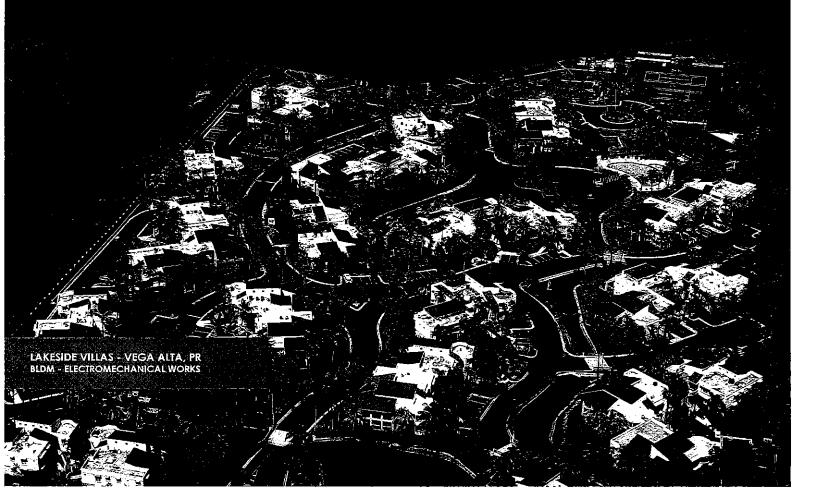
In structuring our menu of services, we recognize how important it is for you to benefit from a single source of resources, for all your needs. Our services provide you with an efficient, reliable, innovative, fitting and attentive devotion, to every detail of your project. This allows us to design a project efficiently, down to the smallest detail, so we can address all your needs, including facilities use, delivery schedule and budget.

Since the beginning, our path to success has been very clear: General Contracting is the backbone on which we have founded all of our other services. That has helped us create and offer, for the benefit of our clients, a portfolio of services and opportunities, which have, in turn, allowed us to undertake any general contracting job, in any market, industry or location.

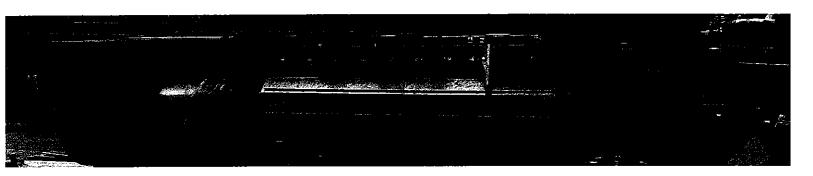
Our staff is fully learned in all applicable construction permits and regulations, as well as labor laws. In fact, their professional abilities and expertise have also eased the way for them to develop innovative construction techniques, which have raised the bar in the industry. Also, our solid track record of operations with government agencies, trade organizations and clients, attest to our standing and credentials, in the markets we serve.

On the other hand, our systems approach to organizing, scheduling, supplying, managing, monitoring projects and the integration of the latest technology, help us deliver construction on time, within budget and meeting the required quality standards.

All of these attributes, the very same which have given us the opportunity to write an important chapter in Puerto Rico's construction history, we now present to you.



SERVICES



GENERAL CONTRACTING

FR-BLDM, LLC services are based on a two-tier model that revolves around your requirements. In order for us to focus better on your necessities, we strive to provide a single source for design and construction of a project, furnishing you with an efficient and prompt service, molded to your expectations.

This service allows us to design a project optimally to the smallest detail to address all of your requirements.

As our client, you will receive a comprehensive service including regulatory compliance, design and construction management, CPM schedule and updates, procurement and submittal management, coordination of subcontractors, QC/QA management, continuous monitoring with daily and monthly reporting, "punch list" management and delivery, permitting and guarantee.

DESIGN-BUILD | PROJECT MANAGEMENT

We affirm that our clients' expectations of quality, safety compliance, on-time delivery, budget parameters and permitting, are fully accomplished through Project Management. The experienced group we have at your disposition, integrates all the activities and logistics that take place during the construction phase on any major or complex project.

Our experience in business development and planning allow us to successfully assist our clients in securing financial commitments, with lending institutions. Our years in the industry also let us offer you an efficient commercial relationship alignment with many recognized architectural and engineering firms in Puerto Rico and the U.S. mainland, providing you with the best alternatives to fulfill a project's needs.

SUSTAINABILITY

We are committed to protect the environment and support the local communities we serve. Incorporating sustainable principles and environmentally responsible practices into the company's administrative and construction operations, throughout the company, makes us comply effectively with these commitments. Fundamentally, this responsibility leads to individual actions that enhance human health and foster a transition toward sustainability.

As advocates of this policy, we have been an integral part of the first sustainable projects built in Puerto Rico, including some important ones under the Leadership in Energy and Environmental Design (LEED®) Green Building Rating SystemTM from the U.S. Green Building Council (USGBC).

In short, there are many ways to participate in sustainable design and construction projects and to move forward on this agenda. We are training employees to recognize these different opportunities and take advantage of the environmental, financial, and common sense benefits of building and living green.

SERVICES (cont.)

MECHANICAL - INDUSTRIAL, INSTITUTIONAL AND COMMERCIAL

The Industrial, Institutional & Commercial Mechanical Division is the largest operating unit, contributing over one-third of its total revenue. This Mechanical Division, as we normally call it, employs more than two hundred (200) full time craft personnel. These individuals, who have the skills and experience, are responsible for the construction of industrial, institutional and commercial facilities.

The Mechanical Division normally performs the following construction work:

- Site underground work
- Pipe fabrication and installation
- Equipment and machinery installation
- Boiler installation
- Process piping and vessel erection
- Welding and metal fabrication
- Orbital process pipe welding
- Thermal insulation
- Controls & building management
- Process equipment installation
- HVAC related work
- Fire protection
- Plumbing related work

ELECTRICAL - INDUSTRIAL, INSTITUTIONAL AND COMMERCIAL

The Industrial, Institutional & Commercial Electrical Division is the second largest operating unit, and the counterpart of the Mechanical Division. The combination of these two disciplines under one roof provides the benefits of better coordination, lower cost and a shorter project cycle. The Electrical Division, as commonly known, employs near two hundred (200) full time craft personnel. This highly trained and qualified group, is responsible for the electrical construction of industrial, institutional and commercial facilities.

De Electrical Division normally performs the following construction work:

- Site underground work
- Electrical power wiring
- Equipment installation and repair
- High voltage substation installation

POWER/HIGHWAYS

The Division of Highways and Geometric Improvements is engaged in the installation of aerial and underground electrical systems. Our work force consists of full time specialized technicians and electricians who are responsible for providing accuracy and quality in all our services.

This division normally performs the following construction work:

- Street and area illumination
- Traffic signal systems
- Geometric improvements
- Switchyards and substations
- Installation of transmission and distribution electrical systems



ELECTRICAL RESIDENTIAL & POWER LINES

Being the oldest and ground breaking division, the Housing group has managed to remain very competitive in the well-developed local market. Our customers benefit from better coordination crews, highly experienced supervisors and the back-up of seven (7) other divisions to attain lower costs and superior quality of work.

This division performs the following construction work:

- Photovoltaic Installations
- Site underground work
- Electrical wiring for house interiors and power distribution
- Equipment installation and repair
- Communication wiring (intelligent housing)
- Housing & apartment's high voltage substation installation

HYDRAULIC AND SANITARY – INFRASTRUCTURE

Facing the island wide upgrade in the hydraulic infrastructure, our experienced and skilled group has been working for more than one decade as an important part of the AFI-AAA Team in the refurbishing, replacing, and construction of new projects in almost every municipality, and performing similar installations in a lot of new development projects.

This versatile group is capable of performing any construction and installation projects in potable water and waste water treatment plants and pumping stations, performing by itself civil, electrical and mechanical works. We also perform main lines, trunk sewer and work-nets for both, potable and used water.

TELECOMMUNICATIONS

The telecommunications division is engaged in the installation of aerial and underground communications systems, as well as structured cabling and wiring for communication networks in categories ranging from 3e to 6.

Our work force consists of more than two hundred (200) full time specialized communications technicians who are responsible for providing accuracy and quality in all our services. The installation of analog and fiber optic wiring systems, along with the construction of manholes and conduit runs, is the primary source of projects.

RENEWABLE ENERGY

This division performs the following: Installation of more than 125 MW in PR, green energy funds incentive applications, solar rooftops, carports and ground mount systems, power purchase agreements and turnkey design & installation of PV Systems.

Renewable Energy Projects Completed:

- AES Ilumina Solar Farm Guayama, 20 MW Solar
- Santa Isabel Wind Farm Santa Isabel, 95 MW Wind
- Punta Lima Wind Farm Naguabo, 25 MW Wind
- Various Commercial Photovoltaic Systems, 3 MW Solar
- Walmart Stores Ponce and Manati / Sam's Store Ponce

LEED Certified Projects:

- Antilles Elementary School, Fort Buchanan
- El Nuevo Día, Guaynabo, PR
- Sheraton Hotel and Convention Center, San Juan, PR
- Molecular Science Building, San Juan, PR



SERVICES (cont.)

PLANT SERVICES

The Plant Services Division is the product of years of construction experience. The division's domain is to perform interior renovation work with high electromechanical content and fast infrastructure projects in production and institutional facilities. The objective is to provide the best service available in order to reduce facility downtime. This can be made possible only by our integrated construction organization.

Our integrated services incorporate:

- Architectural
- Exterior construction and finishes
- Electrical
- HVAC
- Site work
- Piping
- Mechanical
- Interior construction and finishes



SPECIAL PROJECTS

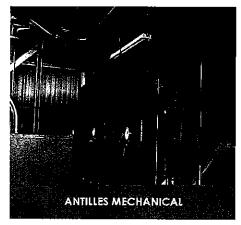
The Special Projects Division was created in order to better manage large sensitive projects. It provides mechanical and electrical construction services under a separate organization maximizing capabilities while improving risk, capital and resource management. Projects under this division range from 15 to 30 million dollars.

SUPPORT DEPARTMENTS

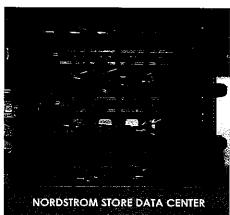
Eight departments comprise the support area within the Company; Finance & Accounting, Information Technology, Human Resources, Business Development, Construction Equipment & Transportation, Contract Development & Estimating, Purchasing & Worehousing, Safety & Accident Prevention and Quality Assurance & Control.

LINC SERVICES INNOVATIVE HVAC SOLUTIONS

Linc Services is a service division for all your commercial and industrial needs. Due to our involvement with the construction and installation of mechanical and electrical systems from other Construction Divisions, and our client demands for servicing the equipment's installed. Our preventive maintenance programs with a financial solution focus are specifically designed for your business, improving efficiency and reducing operational equipment cost of HVAC, refrigeration, and more.







FINANCIAL POSITION

STRENGTH

We are the largest, locally owned, specialty contractor in Puerto Rico and the Caribbean. We've attained solid financial targets with revenues over \$1,850,500,000 billion over the past ten years in an environment of weakened global economic conditions. The path we have embarked upon – to be the leading specialty contractor focused on a diverse industry base – is helping us achieve our goals of providing stable financial results and a platform to grow from.

In addition to achieving solid financial performance, we continued to successfully integrate new construction divisions. As part of this integration process, we created overall standards of excellence throughout our operations and streamlined operations to improve construction efficiencies

We made significant strides in reducing corporate overhead costs while continuing to retain and attract talented people to help us achieve our growth objectives. Through creating stronger synergies within our operations, restructuring our corporate staff and taking the steps to provide financial flexibility for future growth, we are a leaner and more cost-efficient organization that will continue to exceed our customers' needs.

These accomplishments position us to be an even stronger company in years to come.

GROWTH

Another important factor that contributes toward our sustained growth is customer diversification. The company participates in a wide array of industry sectors, usually performing better in those that grow while stabilizing in those that fail.

STABILITY

In an industry where 70% of startup companies fail, the need for a stable construction partner becomes first priority. Construction companies come and go, 40% of the contractors you saw five years ago do not exist today!

We have been here for more than fifty years, delivering high quality construction services with unmatched reliability.

We are supported by one of the most advanced Finance and Accounting departments in the local industry. More than 25 professionals, among them accountants, MBA's, financial advisors and consultants perform day-to-day activities to guarantee the financial stability and health of the company.

This provides our customers with the assured peace of mind that their projects will be completed as planned.

INSURANCE

FR-BLDM, LLC holds insurance certificates with coverage from \$X,000,000 general liability to up to \$X0,000,000 excess liability aggregate "umbrella". Special insurance requirements may also be provided upon request.

BONDING CAPACITY

FR-BLDM, LLC current total bondable capacity is above \$400,000,000 and \$150,000,000 for individual projects.



PERSONNEL AND ORGANIZATION DEVELOPMENT

RECRUITING

Selecting the best candidates is one of our top priorities. A project's success depends on successful people. We use all resources available to ensure the availability of top notch professionals, technicians and labor in the company. Background checks, credentials, references and drug testing are methods commonly used for these matters.

TRAINING, DEVELOPMENT & EXPERIENCE

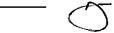
FR-BLDM, LCC offers training and further education in almost all aspects of our business. We provide our personnel with the courses and seminars to upgrade the professional skills and to improve the creative and critical competence of their work.

Under the leadership of our supervisors, our field labor force, averaging over 840 skilled workers, is firmly bound to the company and its objectives. Thirty percent of the personnel has been with the company for more than thirty (30) years and sixty percent for more than ten (10) years.

RECOGNITION

Our emphasis on the value of recognizing an individual's effort through a profit sharing program, awards and merit shop environments, FR-BLDM, LLC's management has demonstrated a special desire and capability to achieve. This translates into strong supervisors who have evolved from within the company. It also promotes a loyal following of first class craftsmen who advance through the ranks of field supervision. Merit shop, open opportunities, and steady growth are the fundamental reasons behind FR-BLDM, LLC's capability to maintain and attract top-level personnel.

COMMUNITY AFFAIRS AND VALUES



ENVIRONMENTAL HEALTH & SAFETY

FR-BLDM, LLC has an Accident Prevention Plan based on a sincere desire to eliminate personal injury, occupational illness, equipment and property damage, and to protect its employees, as well as the general public and customer's employees.

Company management and project supervision are charged with the responsibility of implementing and enforcing safety policies and guidelines. Responsibility for the administration of the Safety and Accident Prevention Plan has been assigned by the President of the Company to the EHS Manager. The EHS Manager and Project Manager assist in the surveillance of the projects, and audit their programs to ensure compliance with the company's policies and with state and federal regulations.

Project Managers hold monthly meetings with craft Superintendents and craft Foremen to evaluate, discuss, and analyze the effectiveness of the EHS Plan. The project meetings are intended to improve EHS practices and to ensure adherence to the company's EHS standards. Failure to observe EHS standards is cause for the immediate discharge of violators. Agencies' standards for safety and health for the construction and maintenance industry systematically are reviewed by the EHS Manager.

FR-BLDM, LLC will occasionally modify its EHS Plan to fit the needs of a specific client or project.

The following are some basic safety standards of practices applicable to all the company:

- 100% eye and fall protection
- Training for foremen, general foremen and supervision
- Pre-work orientation
- Incentive safety awards for craftsmen
- Weekly inspection of lifting equipment
- Job site inspection

The deliberate attitude and continued determination of all FR-BLDM, LLC's personnel to achieve the highest possible measure of safety and the prevention of accidents is a high priority goal.

Although we are engaged in many projects which normally carry a high risk, such as heavy and highway work and commercial building projects, we have maintained an enviable safety record in the industry, FR-BLDM, LLC's main concern in the constant development and updating of its EHS Plan has always been the welfare of our people. Proper training, the involvement of all project personnel, including client personnel, and the constant analysis of results will continue to improve our performance records and lower our overall job costs.

In addition to our on-going efforts to prevent the number of accident and injuries on each project, we are also concentrating on reducing the nature and severity of possible injuries. As a result of this effort, the average FR-BLDM, LLC's cost per claim is well below the industry average.

FR-BLDM, LLC welcomes any client input and participation in available safety incentive programs.

INTEGRITY

FR-BLDM, LLC adheres to a policy of strict compliance with the laws and regulations governing its business. Legal and ethical business practices create a positive and productive work atmosphere in which we can feel proud of ourselves, our work and our company. We expect and work to ensure that each of our employees understands and complies with all company policies. This includes adherence to the company's Employee Manual, and diligence in seeking to prevent, detect and report any unethical or illegal conduct or other conduct that does not comply with company policy.

As a company, we affirm our ongoing commitment to establishing policies and developing effective internal controls that will promote adherence to applicable legal requirements, our standards of business ethics, our compliance policies and procedures, and the requirements of federal, state and private customer programs.







COMMUNITY AFFAIRS AND VALUES (cont.)

ENVIRONMENTAL AWARENESS

FR-BLDM, LLC has an unambiguous commitment to being a good citizen. In recognition of the importance of the environment, we progressively make appropriate investments in pollution control services while conducting programs to create and enhance employee awareness.

FR-BLDM, LLC shall conduct all its activities in harmony with and aimed towards the preservation of the environment.

Among our environmental objectives we are committed to:

- Reduce resource consumption
- Minimize generation of waste
- Minimize contamination of the environment
- Comply with all applicable environmental legislation
- Continually improve our environmental performance by creating employee awareness
- Recycling



DIVERSITY

At FR-BLDM, LLC we are committed to being an Equal Employment and Affirmative Action employer. We understand the value of diversity in our workforce and actively seek opportunities for incorporating diversity within our company.

We embrace and celebrate the unique qualities of our employees including race, gender, age, religion, disability, sexual orientation and national origin. We also recognize that our company is enhanced by employees' various opinions and viewpoints. Diversity enriches our work environment and results in our being able to better meet the needs of our customers.

FR-BLDM, LLC strives to provide every employee an equal opportunity to succeed professionally. Our work environment is one wherein every employee is treated with dignity and respect. Decisions about employment, training, compensation and promotion are based on job-related qualifications.

Not only does our company prohibit discrimination but also our policy explicitly prohibits sexual harassment or harassment of any nature in the workplace. We offer a high-performing and supportive work environment that enables our employees to achieve personal and professional fulfillment. Working together ensures our success in achieving our business and industry goals.

COMMUNITY PROJECTS

We are committed to improving the quality of life in the communities where we live and work. We consider ourselves in partnership with our employees and our communities, working toward an environment that enhances the quality of life for everyone.

We believe in good citizenship. Our efforts go beyond a basic commitment for responsible construction services, to investing resources, both human and financial, in our communities.

These investments include:

- Making cash and in-kind contributions to local nonprofit organizations that serve our communities and best respond to the issues and needs of our customers and employees
- Encouraging employee volunteerism and community involvement
- Initiating or supporting responsive projects and programs that enhance the quality of life in our neighborhoods
- Visiting job fairs
- Built-up, on-site program in public schools

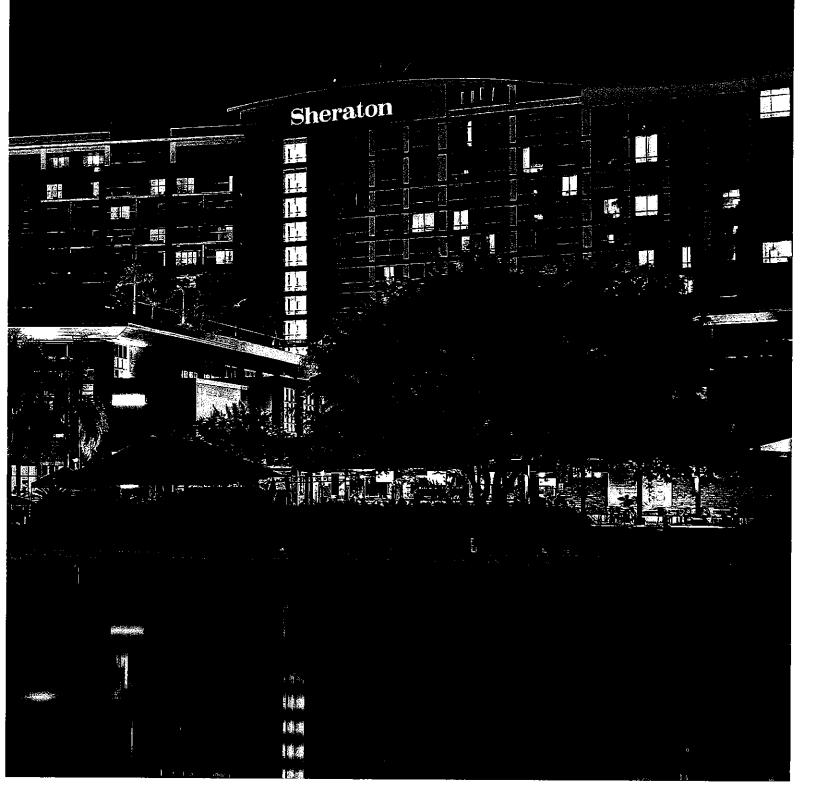
CONSTRUCTION INDUSTRY

FR-BLDM, LLC is truly a leader in the construction industry. We have developed initiatives that later have become industry standards. Our involvement in the construction industry goes beyond a single project, we develop procedures and guides through the participation in professional organizations and groups. Key staff personnel become members of the leading technical and professional organization in the industry.

We are members of the Puerto Rico Manufacturers Association (associate), the Puerto Rico Chapter of the Associated General Contractors of America (associate), the Puerto Rico Electrical Contractors Association, the Mechanical Contractors Association, the Home Builders Association of Puerto Rico (associate), the American Welding Society, is a Founding Member of the Puerto Rico Chapter of the National Certified Pipe Welding Bureau, Member of International Society for Pharmaceutical Engineering and Puerto Rico, and Member of Puerto Rico Construction Cluster.

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SHERATON CONVENTION CENTER SAN JUAN, PR F&R CONSTRUCTION GROUP - GENERAL CONTRACTORS BLDM - ELECTROMECHANICAL & PLUMBING WORKS

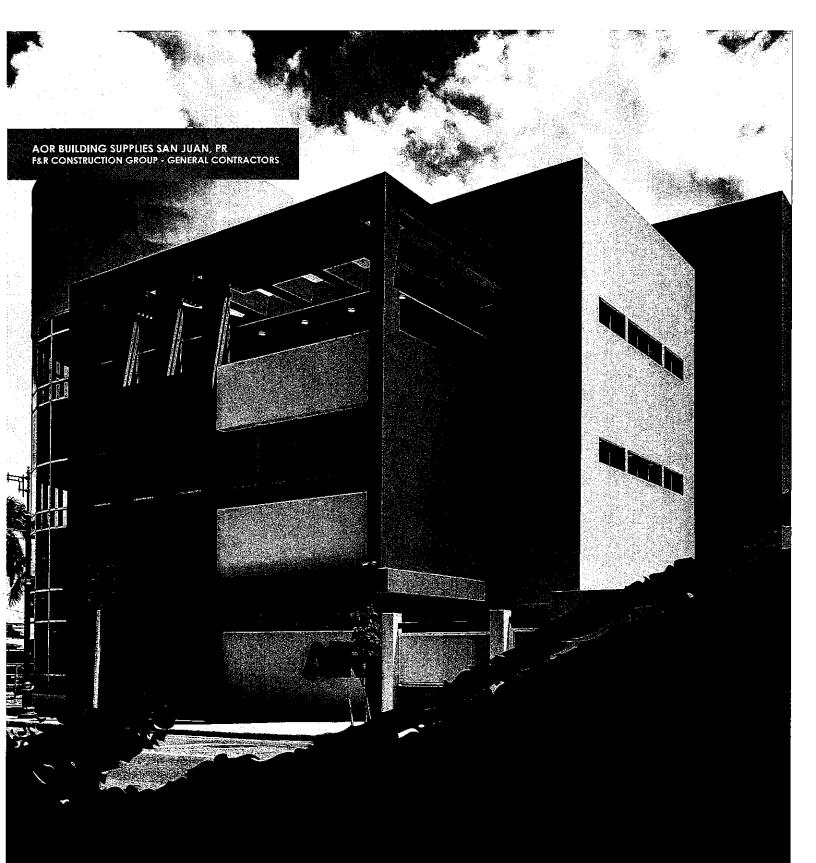




As you can see by all the information we have shared with you, for all your construction requirements, you don't need to look any further. Our experience, commitment, dedication, history, projects and icon buildings we have created, speak for themselves. Our team of professionals is equally impressive. We are eager to write new stories, build dreams and visions and shape future landmarks with you.

PUERTO RICO CONVENTION CENTER SAN JUAN, PR

F&R CONSTRUCTION GROUP - FOUNDATION WORKS BLDM - ELECTROMECHANICAL WORKS



FR-BLDM9

University Gardens 1010 Harvard Street San Juan, PR 00927 P.O. Box 9932 San Juan, PR 00908-9932 Phone: 787.753.7010 | Fax: 787.763.0269







Response to CGBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Puerto Rico November 29, 2018



ALVAREZ-DIAZ & VILLALON ARCHITECTURE I INTERIOR DESIGN

POINT OF CONTACT

Firm name:

Alvarez-Diaz & Villalon® | Architecture and Interior Design

(ADVision, PSC)

San Juan, PR Address:

La Ciudadela

1509 Ponce de Leon Ave.

Suite 4, 2nd Floor San Juan, PR 00909

San Juan, PR Telephone:

787-754-1381

Miami, FL Address:

2100 Ponce de Leon Blvd.

Suite 1260

Miami, FL 33134

Miami, FL Telephone:

786-703-5737

Contact:

Carla Joan González Vizcarrondo

Marketing Coordinator & Client Relations Manager

Email:

cjgonzalez@aldivi.com

THE FIRM

COMPANY HISTORY

WHO WE ARE

We are architects and interior designers. We are passionate about design, loyal to our customers, efficient in everything we do and socially conscious to the core.

ALVAREZ-DIAZ & VILLALON® | Architecture & Interior Design is dedicated to pragmatic, user centric, sustainable design and energy-efficient architecture and interior design that enhances people's experience of the world and improves their lives.

Founded in 2001 and spearheaded by the award-winning husband-and-wife team of architect Ricardo Alvarez-Díaz and interior Designer Cristina Villalón, AD&V® has become one of the most innovative architecture and interior design firms in Latin America.

The firm has garnered national attention for its holistic approach, forging a reputation in design that is both environmentally responsible and richly appealing to the senses. We are known for our



high standards and inspiring designs, as well as for our efficient and professional business practices and personalized service.

Alvarez-Diaz & Villalon® is an industry leader in environmentally sustainable and energy efficient design and consulting. Our portfolio includes multifamily, residential, hospitality, commercial, institutional and retail work. We serve our clients from offices in San Juan and Miami,

THE AD&V WAY

We are Game Changers and Thought Leaders. We are Passionate about making a positive impact. We understand people and put them first in everything we do. We are Responsible and trustworthy, and we value loyalty and mutual respect. We are Proactive, constantly anticipating and innovating. We actively pursue personal and professional growth. We are life-long learners. We are Open-minded and willing to collaborate and learn from others. We are Storytellers. We are Entrepreneurial and business savvy. We empathize with our clients and their challenges. We strive to add value in all our interactions. We believe in social responsibility. We believe we must leave this planet better than we found it. That is why we are committed to designing Places of PURPOSE.

MISSION

To translate a client's vision into a cohesive, user-centric and sustainable design solution.

VISION

To positively transform people's lives by designing Places of Purpose.

AD&VALUES



- We are Architects and Interior Designers. Each approaches design with a different perspective. Our designs are executed HOLISTICALLY to reach informed, well thought-out, cohesive, and seamless solutions.
- 2. We are contextual designers. We consider our project surroundings. Our designs always have a SENSE OF PLACE.
- 3. Our designs are USER-CENTRIC. We pay attention to the customer experience.
- 4. All people should enjoy design regardless of age, size, ability, or disability. That is why we employ UNIVERSAL DESIGN.
- 5. The best designs are designed for people and consider HUMAN SCALE and PROPORTIONS.
- 6. Great designs have a sense of HEIRARCHY and a superior SPACE PLAN.
- 7. As designers, we are trained to be SOLUTION PROVIDERS.
- 8. Our designs are FUNCTIONAL and AESTHETICALLY PLEASING,
- 9. We have a responsibility to our planet and we take it seriously. Our design choices are always SUSTAINABLE.
- 10. We are STORYTELLERS. Our designs have a story behind them.

OUR PHILOSOPHY

Design by the people, for the people.

AD&V® was founded on the belief that architecture and design have the power to transform our experience of the world.

When we are exposed to intelligent, thoughtful and sensible design, we not only like what we see, but also how we feel—what we experience in that space. Good design pleases our senses and gives us a memorable experience we seek to relive.

As architects and designers, we take our role in shaping society seriously, and we strive to create smart and contextual designs that respect the environment and inspire others to improve the world.

OUR PURPOSE

To create aesthetically pleasing, environmentally responsible, functional buildings and other spaces that enhance the quality of life of the people who live and work in them.

Ultimately, we want to create positive experiences and change the world for the better.

HOW WE WORK

We approach each project as a **partnership** of shared vision and passion, following a **collaborative** process that is mutually beneficial for our clients and the firm.

Collaboration is a driving force at AD&V®. Our entire team gets involved at the initial stage of every project. We work closely with each other and in partnership with our clients to ensure they get the best results. Our integrated practice offers experts in key areas including architecture, interior design, and green initiatives.

We do not impose a style on our clients. We listen to their concerns, identify their pain points and use our expertise to provide functional and efficient solutions and designs.

Throughout the design process, we are conscious of the financial realities that can shape projects. We understand our design has to be cost effective and realistic in order to be successful.

SUSTAINABLE IS BETTER

We are conscientious global citizens in a world of limited resources that our collective actions threaten to exhaust. We believe that, as architects and designers, it is our duty to make more responsible choices with our designs.



We must **walk the walk** and live and work by sustainable practices. Every responsible choice that we make—or help our clients make—is our small-yet-significant way of contributing to the **greater good**.

AD&V's COMPETITIVE EDGE | ACT 20

Act No. 20 of 2012, known as the Act to promote the exportation of services, provides attractive tax incentives for companies that establish and expand their export services businesses from Puerto Rico. Álvarez-Díaz & Villalón® (Alvarez-Díaz + Group, PSC) can share with our clients the benefits of only paying 4% tax for all exporting services designed in the island and was the first architecture and interior design firm to offer this advantage.

OFFICE LOCATION

Services will be performed from the firm's facilities at the Blanche-Kellogg Building at La Ciudadela in Santurce. The six thousand square feet (6000 SF) state of the art offices accommodate the firm's growing staff to serve all of its clients' needs.

The firm's main headquarters are the first of its type to achieve LEED CI Platinum certification in Latin-America and the Caribbean.

AD&V's CHOICE

We relocated our main offices to an early 20th century building in the historical area of Santurce in San Juan, Puerto Rico.

As part of our ongoing effort to create a healthier environment, lower operating costs, minimize waste, conserve water and energy, and reduce our carbon footprint, we renovated and retrofitted an existing structure. Our office is the first architecture and interior design firm in Latin America to be LEED® PLATINUM (Leadership in Energy and Environmental Design) certified by the U.S. Green Building Council.

Our offices are a showroom for the benefits of green initiatives. Sustainable buildings are better for people and for the planet. But they also are better for our bottom line.

Energy efficiency saves money, but there is another aspect that makes sustainability more profitable. When a place of work has the right amount of light—not too bright, not too dark—and the right temperature—neither too cold nor too hot—team members can focus on their jobs and be more productive. In addition, their experience of their work place and their jobs is improved, resulting in a better quality of life. Happy employees are productive employees.



COMPANY'S STRENGHTS

AD&V® has the experience, expertise and technical capabilities to provide several services under the Community Development Block Grant Disaster Recovery. Our core corporate values and work approach is based on collaboration and partnership. As such, we, at AD&V®, have positioned ourselves as though leaders, makers, and shapers of the social and economic future of Puerto Rico.

For years, we have developed a unique housing consulting expertise which by the passage of Hurricane María reignited a decade's long debate on the importance of affordable and resilient housing. Our firm is the leader in affordable housing design and consulting with over 15 years of experience in the subject.

UNDERSTANDING OF THE DISASTER RECOVERY PROGRAM

Our staff of licensed architects and design professionals have the knowledge and expertise required for the tasks involved in this RFQ which include: (1) understanding the needs to be addressed (2) determining the reconstruction and recovery eligibility of structures (3) establishing appropriate construction practices (4) devising and evaluating recovery design solutions (4) determining overall project feasibility (5) creating of community awareness and outreach through design (6) evaluating solutions for sustainable practices including energy conservation and water efficiency, and (7) planning for mitigation

Our understanding of the Disaster Recovery Program is first hand. AD&V's CEO, Architect Ricardo Alvarez-Diaz has worked hand in hand, as past President of the Puerto Rico Builders Association, with the PR Housing Authority and the Department of Housing and Urban Development in Washington D.C in the drafting of recommendations for the establishment of Public Policy regarding Public Housing in Puerto Rico. He also counseled both members of the Private and members of the Public Sector in a draft of a Puerto Rico Disaster Recovery CDBG-DR Action Plan.

As part of the commitment with the third sector, AD&V® has been working with Enterprise Communities on the drafting of a document that shall serve as a guideline and instruction book in how to rebuild resilient communities in Puerto Rico, as well as working closely as part of the "Reimagina PR" and initiative from "100 Resilient Cities" and the Rockefeller Foundation.

We worked in collaboration with Habitat for Humanity of Puerto Rico, immediately after the storm, by aiding in the distribution and creating and instruction manual for the correct use of tools and installation for the critical immediate repairs of the homes of 2,000 families. In our continued commitment with Habitat for Humanity we are offering services of design and construction support in our commitment to assist in their mission to provide homes to low income families in Puerto Rico.

AD&V® sense of social responsibility and commitment to provide decent affordable housing extends to several communities that we have served as managers, designers and consultants-including many Municipalities and the Caño Martin Peña community.



KNOWLEDGE AND EXPERTISE IN FEDERAL HOUSING GRANTS

AD&V® is also working with developers to find properties that could be developed in the areas with unmet housing needs, based on the proposed CDBG-DR Action Plan to benefit the individuals and the communities. These multi-family projects will be code compliant, resilient and sustainable.

When a disaster strikes, one of the first tasks for a community is to determine whether the buildings are safe for habitation. Trouble is, the structures that must be examined often greatly outnumber the quantity of trained city inspectors.

The AIA Safety Assessment Program (SAP) Training has an answer: It provides architects, engineers, building officials, and inspectors with the knowledge and protocol to evaluate homes, buildings, and infrastructure in the aftermath of a disaster. This professional expertise is provided as a volunteer service and is based on the State of California's training program. It has benefited numerous communities, resulting in thousands of safety evaluations and saving municipalities millions of dollars.

The Safety Assessment Program Training is a technical training program that includes Applied Technology Council (ATC) 20 Post-earthquake Safety Evaluation of Buildings and ATC-45 Safety Evaluation of Buildings after Wind Storms and Floods. The SAP reference sheet provides information on how to organize and host an AIA SAP training.

LATEST FIRM AWARDS & RECOGNITIONS | 2010 - 2018

- 2018 AD&V holds the first position in the Caribbean Business Book of Lists for the top Architecture Firms.
- 2018 The Renaissance Square project won the NAHB's Best in American Living Award.
- 2018 The Ramblas at Downtown Guaynabo Project won the Puerto Rico Builders Association Housing Development Award.
- 2018 The Renaissance Square project won the Affordable Housing Finance, Public Housing Redevelopment Award.
- 2018 Ricardo Álvarez-Díaz was selected as one of the top 100 executives of the Caribbean Business Power 100.
- 2018 Cristina Villalón was named by governor Ricardo Rosselló as a member of the board of directors of The Institute of Puerto Rican Culture.
- 2018 Ricardo Álvarez-Díaz was named by governor Ricardo Rosselló as a member of the board of directors of El Caño Martín Peña.
- 2017 AD&V® won the Puerto Rico Energy Efficiency & Sustainability Alliance's Efficiency & Sustainability Award from the Battle of the Buildings Puerto Rico in the Design & Construction category for the Renaissance Square project.
- 2017 AD&V® won the Multi-Housing News Excellence Gold Award in the Unbuilt category for the Renaissance Square project.
- 2017 Ricardo Alvarez-Diaz was named as a member of the board of directors of Invest Puerto Rico
- 2017 Ricardo Alvarez-Diaz was selected as a Top Executive for the Caribbean Business Power 100



ALVAREZ-DIAZ & VILLALÕN ARCHITECTURE I INTERIOR DESIGN

2017	Top 3 – PR Largest Architectural Services Firms The Caribbean Business Book of Lists
2017	Ricardo Alvarez-Diaz was selected as one of the National Home Builder's Association
	Young Professional Award Finalists
2016	Cristina Villalón was selected one of the Top 40 under 40 by Caribbean Business
2016	Power 100 - Puerto Rico's Top 100 Companies Caribbean Business
2016	Top 5 - PR Largest Architectural Services Firm by Caribbean Business
2016	Ricardo Alvarez-Diaz was selected as one of the Top 15 Architects in Miami by
	Builddirect.com
2016	Best of Houzz Service Badge
2016	Cristina Villalón was selected one of the Top 40 under 40 by Design: Retail Magazine
2015	Top 40 Retail Design Firms in the US. As Published in VMSD - Visual and Merchandising &
	Store Design Magazine
2015	Power 100 – Top companies in Puerto Rico by Caribbean Business
2015	The Best of Office – Interior Design Books
2015	DCOTA -Designers on the Rise Award: Design Center of the Americas
2014	Top 5 - PR Largest Architectural Services Firms by Caribbean Business
2014	AIA (American Institute of Architects): Honor Mention (Puerto Rico)
2014	AIA (American Institute of Architects): People's Choice Award (Puerto Rico)
2014	Top 10 Architecture Firms by Caribbean Business
2014	Environmental Excellence Award: Best Energy Efficiency Project. Asociación de
	Industriales de Puerto Rico.
2014	The Best of Houzz 2014
2014	The Best of Education and Culture—Interior Design Books
2013	Top 40 Retail Design Firms in the US. As Published in VMSD - Visual and Merchandising &
	Store Design Magazine
2013	AIA (American Institute of Architects): People's Choice Award (Puerto Rico)
2013	Top 10 Architecture Firms by Caribbean Business
2013	The Best of Residential Architecture and Interior design – Interior Design Books
2012	Top 10 Architecture Firms by Caribbean Business
2012	AIA (American Institute of Architects): People's Choice Award (Puerto Rico)
2011	Top 10 Architecture Firms by Caribbean Business
2011	Clinton Foundation – Clinton's Climate Initiative (CCI) Case Study for Minillas

SERVICES OFFERED BY OUR FIRM

2010 Top 15 Architecture Firms by Caribbean Business

General Consulting Services Architectural Design Interior Design Civil Engineering Structural Design Mechanical Design Electrical Design Plumbing and Fire Protection

Governmental Processing & Permitting FF&E Design Package Purchase Order Administration Installation Staging and Decoration

Predesign & Predevelopment

FF&E Acquisition Management

Master Plan & Urban Design

Programming



Fire Alarm

Property Assessments Energy Performance & Optimization **Energy Contract Administration** LEED Consulting & Commissioning

CREDENTIALS & MEMBERSHIPS

American Institute of Architects (AIA)

Florida State Board of Architecture and Interior Design (FSBAID)

New York State Board – Architecture (NYSA)

National Council of Architecture Registration Boards (NCARB)

Puerto Rico Architects and Landscape Architects Association (CAAPPR)

Colegio de Diseñadores y Decoradores de Interiores de Puerto Rico (CODDI)

National Association of Home Builders (NAHB) Urban Land Institute (ULI)

U.S. Green Building Council (USGBC)

Young Presidents Organization (YPO)

Entrepreneurs' Organization (EO)

International Interior Design Association (IIDA)

Puerto Rico Builders Association (ACPR)

The Associated General Contractors of America (AGC)

Puerto Rico Chamber of Commerce (PRCC)

FIRM'S LEADERSHIP

Ricardo Álvarez-Díaz, AIA, CAAPPR, NCARB Cristina Villalón, CODDI, IIDA **NCARB**

Monique Lugo-López, AIA, CAAPPR Gilberto Ibarra, CAAPPR, LEED AP, PMP Rafi Pares, P.E., LEED AP, CEM, CXA Carlos Requena, P.E., CEM

Joaquín de Mari Monserrate, MECE, PE

CEO, Principal Partner & Lead Designer Partner, Co-Founder & Managing Partner Antonio Gárate, AIA, CAAPPR, LEED AP, Partner, Senior Project Designer & Manager, Lead Director

President & Chief Operating Officer Senior Architect & Project Manager

Mechanical Engineer Electrical Engineer Structural Engineer

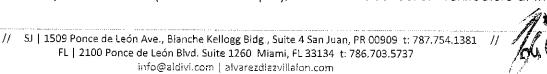
STAFF QUALIFICATIONS

All of the firm's staff are registered professionals and "bon a fide" members of their required Registration Boards, as required by law. Our professionals are licensed in Florida, Puerto Rico and New York State. Please see Appendix F for Organizational Chart and Key Personnel resumes.

TRAINING PROGRAMS & EDUCATION

Álvarez-Díaz & Villalón® believes that a strong bond between institution and industry is essential for the successful development of tomorrow's professionals. In keeping with this philosophy, AD&V® has implemented several programs in conjunction with the School of Architecture at the University of Notre Dame in Indiana, Interior Design School's at EDP College, Universidad del Turabo, University of Puerto Rico (Río Piedras campus), and with the School of Architecture at the





Polytechnic University of Puerto Rico. These programs will provide on-the-job training for interns through the Internship Development Program guidelines (IDP) in areas ranging from design in an office setting to field and project supervision.

As for the staff, AD&V® believes in continuous training and professional and personal growth for its team. AD&V® complies with all Human Resources training, as required by law. The architects and engineers are up to date in their continuing education, licenses, and accreditations. Staff training includes a mix of on-site, Web-based, videos and direct staff training by our personnel and consultants.

JOAQUÍN C. DE MARI MONSERRATE, MECE, PE

Structural Engineer

OBJECTIVE

Offer the highest quality of service as an excellent provider of Professional Engineering Services for residential, commercial, institutional, and other specialized projects both in the public and private sectors.

SKILLS & ABILITIES

Innovative, analytical and hardworking Structural Engineer with over eleven years of experience with projects and programs of diverse scale and complexity in both private and public sectors, [e Hospitals, Schools, Residential, Parking, Housing, Office Building, Sports Facilities, Bridges, Health Centers, Shopping Centers, Billboards, and Institutional programs

Constantly innovative and attuned to the latest construction methods, programs and technology. In order to provide complete and conscientious service based upon thorough analysis, design, and functional requirements while maintaining cost-effective approaches.

Fluent in, both verbal and written, English and Spanish languages.

Proficient in the use of:

- AUTOCAD
- SAP 2000
- SAFE
- ETABS
- RAM STRUCTURAL
- ROBE
- ENERCALC
- ADAPT

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Codes and Standards

- PUERTO RICO BUILDING CODE 2011
- INTERNATIONAL BUILDING CODE 2009
- AMERICAN SOCIETY OF ENGINEERS 7-05
- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- AMERICAN SOCIETY FOR TESTING MATERIALS

EXPERIENCE

2009 - Present JCDM STRUCTURAL, LLC [PRESIDENT]

- Perform structural design of new residential, commercial, institutional buildings and other specialized structures
 - Analysis of structural components of structures requiring advanced structural analysis to determine static and dynamic responses and considering gravity loads, wind loads, and seismic loads
 - o Prepare preliminary designs for estimating purposes
 - Evaluate of risk assessment reports
 - Coordinate with clients, engineers and architects to develop a suitable project scope
- Structural restoration of existing residential and commercial structures, industrial structures, and other specialized structures. including but not limited to:
 - o Facility renovations
 - Adaptive reuse of existing structures
- ()
- o Restoration of concrete, structural steel, light gauge metal, masonry, and timber building components.
- o Design of moisture intrusion remediation protocols
- Evaluation of buildings damaged by differential foundation settlement, fire, wind storm, vehicular impact, insect activity, construction related deficiencies, and structural overload.
- Prepare drawings and specifications for contractor bidding, permitting, and construction
- Assessment of existing buildings and parking structures for forensic investigations, due diligence studies, feasibility studies, turnover studies, emergency repairs, and for future project planning
- Analysis of existing structures to verify their capacity to accommodate updated loading requirements and to support new mechanical equipment.
- Value engineering; redesign services for the purpose of meeting client's project requirements while reducing project cost.
- Perform inspection of existing buildings and structures to assess existing conditions and prepare reports to document survey findings and repair recommendations
- Project management and/or oversee general inspections of project sites during all phases of construction
- Overall managerial tasks such as:

- o Hire and manage employees
- o Accounts receivable/payable
- o Payroll
- Write checks
- Set policy for company direction / scope of operations
- Make purchasing and marketing decisions

2007 – 2009 R.Q.DM. CIVIL ENGINEERS & STRUCTURAL CONSULTANTS [PARTNER]

- Responsible for planning, designing, and reviewing blueprints of new structures requiring advanced structural analysis to determine static and dynamic responses and considering gravity loads, wind loads and seismic loads
- Performed structural analysis for existing structures to determine weaknesses and was involved in the design of structural rehabilitation and alteration based on both as-built data and as-inspected data.
- Engineer inspector of several complex residential and/or commercial construction sites.
- Involved in bids and estimates of new proposals as well contracts with clients.
- · Made purchasing and marketing decisions.
- Performed managerial tasks such as billing, payroll, check signatures, among others.

2005 – 2007 JORGE L. ROBERTS & ASSOCIATES [STRUCTURAL ENGINEER]

- Participated in planning, designing, and reviewing plans for new structures.
- Performed structural analysis for existing structures to determine weaknesses and was involved
 in the design of structural rehabilitation and/or recommendations.
- Analyzed and designed multi-storied commercial and residential buildings considering gravity loads, wind loads and seismic loads.
- Performed site inspections and served as lead inspector of several projects.

EDUCATION



2003- 2005 - UNIVERSITY OF PUERTO RICO, MAYAGÜEZ, PR
MASTER OF CIVIL ENGINEERING IN STRUCTURAL ENGINEERING
2000-2003 - LOUISIANA STATE UNIVERSITY, BATON ROUGE, LA BACHELOR OF SCIENCE, MAJOR IN
CIVIL ENGINEERING

MEMBERSHIPS

Registered Professional Engineer in the Commonwealth of Puerto Rico, License #21268 [MEMBER-RECORD] National Council of Examiners for Engineering and Surveying NCEES [MEMBER] Earthquake Engineering Research Institute [MEMBER] American Society of Civil Engineers

[MEMBER] Society of Hispanic Engineers [MEMBER] Modern Steel

iverviber] Modern Sie

[MEMBER] AC II

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MAIN PROJECTS

CONCRETE STRUCTURES

Parking Structures

- 1. Plaza Convalecencia, San Juan
- 2. Río Piedras Terminal
- 3. Metropolis, Hato Rey
- 4. Metropolitan Hospital, San Juan
- 5. Parking Hospital San Jorge
- 6. Parking Hospital Metropolitano, Guaynabo
- 7. Parking Dorado del Mar, Dorado
- 8. Parking Doctor Hospital, Manati
- 9. Parking Manati Medical Center
- 10. Parking Caguas Real

Schools

- 11. Sabana Hoyos, Vega Alta
- 12. Julio Victor Guzmán, San German
- 13. San Isidro, Canóvanas
- 14. Eva y Patria Custodio, Las Marías
- 15. Patria Latorre, San Sebastián
- 16. René Márquez, Carolina
- 17. Prisco Fuentes, Carolina
- 18. Juana Méndez, Carolina
- 19. Ángel Millán, Carolina
- 20. Universidad del Este-Rectoria
- 21. Universidad del Este-Community Health
- 22. Universidad del Este-Reforma Social
- 23. Universidad del Este-Biblioteca Jesus T Pinero
- 24. Universidad del Este- Anfiteatro Biblbioteca JTP

Residential

- 25. Remanso de la Paz, Ponce
- 26. Santa Maria Building, San Juan
- 27. Savannah Real, San Lorenzo
- 28. Bosque del Señorial, San Juan
- 29. Casa Señorio Gonzaga, Canóvanas
- 30. La Rambla Walk Up, Toa Alta
- 31. Duplex Jardines de Arecibo
- 32. Egida de Policía, Maunabo
- 33. Playa Grande, San Juan
- 34. Bahia Beach Residences, Rio Grande



ALVAREZ-DIAZ &VILLALŌN ARCHITECTURE | INTERIOR DESIGN

- 35. Royal Isabela Residences, Isabela
- 36. Dorado Beach East Residences, Dorado
- 37. Remedios Building, San Juan
- 38. Ashford 1369, San Juan
- 39. Casas Modelo Senderos Estates, San Juan
- 40. Casas Modelo Senderos de Gurabo, Gurabo

Commercial Buildings

- 41. Casino Dorado del Mar, Dorado
- 42. Condo-Hotel Dorado del Mar 132. Dorado
- 43. Professional Microfilm Warehouse, Caguas
- 44. La Concha Hotel and Casino
- 45. San Juan Marriott, Condado
- 46. Royal Isabela Hotel
- 47. Las Ventanas II- Bahia Beach Resort
- 48. Las Verandas II Bahia Beach Resort
- 49. PR Supplies, San Juan
- 50. AOR Warehouse Building
- 51. Dufry Stores, Luis Munoz Marin Airport, Carolina
- 52. Dufry Store Structural Steel Plans Terminal C
- 53. Hospital Veterinario San Francisco de Asis
- 54. Pan Pepin Complex, Bayamon
- 55. Pan Pepin Complex, Ponce
- 56. Preferred Mortgage, San Juan
- 57. Edificio Alda, San Juan
- 58. Mall of SJ Stores and Restaurant, San Juan
- 59. Coop. San Rafael, Quebradillas
- 60. VA- Caribbean Health, San Juan
- 61. Restaurant Vaca Brava, San Juan
- 62. Cronos, San Juan
- 63. Supermercado Ramos, Bayamón
- 64. Walmart Loading Dock, Manatí
- 65. Beautiful Body, Caguas
- 66. Paulson & Co. American International Ramp
- 67. Sheraton Hotel Techo Liviano, San Juan

Other

- 68. Extension Parque Lineal Martin Coll, San Juan
- 69. Retaining Walls Santamerica, Ponce
- 70. Puente PR-203, Gurabo
- 71. AES Limestone Storage Dome Restoration
- 72. Bahia Beach Hotel Beach Club, Rio Grande
- 73. Solar Panel and Steel Sub-Structures



- 74. Puente de Hormigón, Luquillo
- 75. Casa Carite, Guayanilla
- 76. Mejoras Cueva Convento Carite, Guayanilla
- 77. EATON Lifting Fixtures, Arecibo

STEEL STRUCTURES

- 1. Parking Fundación Segarra, Condado
- 2. Capitolio Plaza Parking Building, San Juan
- 3. F & R Warehouse, Cataño
- 4. Metro Medical Center, Bayamón
- 5. Manatí Medical Office
- 6. Manatí Medical Expansion
- 7. Palmas Warehouse, Cataño
- 8. Casino Activity Room Dorado del Mar
- 9. Río Bayamón Pedestrian Bridge
- 10. Bettina Warehouse, Toa Baja
- 11. Structural Evaluation and Design of Billboards

RAFAEL A. PARÉS, P.E., LEED A.P., C.E.M., CXA

Mechanical Engineer

Bachelor's degree in Mechanical Engineering at Universidad de Puerto Rico Mayaguez Campus (1995-2000). Experience in the design of large-scale complex Air Conditioning and Ventilation Systems meeting today's pharmaceutical and demanding industrial requirements. Some of these include Full HEPA ceiling filtration for sterile applications and low humidity (10% RH) spaces, and ample experience in the design of residential, commercial, institutional, and governmental mechanical systems.

Extensive experience in the design of Plumbing, Piping and Fire Protection systems for diverse applications such as high-rise buildings, schools, private housing complex, commercial kitchens, sprinkler distribution, and general plumbing design.

In the last ten years I was very involved in energy conservation project including energy audit, energy modeling, commissioning, water efficiency, and indoor air quality. To continue my education, I took the USGBC Leadership in Energy and Environmental Design (LEED AP), AEE Certified Energy Manager (CEM), and AABC Commissioning Group Certified Commissioning Authority certifications.

Memberships

Active memberships in several professional organizations, among them:

- Colegio de Ingenieros y Agrimensores de Puerto Rico (C.I.A.P.R.)
- American Society of Heating Refrigerating and Air Conditioning Engineers (A.S.H.R.A.E.)

- American Society of Plumbing Engineers (A.S.P.E.)
- National Fire Protection Association (N.F.P.A.)
- US Green Building Council (U.S.G.B.C.)
- Association of Energy Engineers (A.E.E.).
- AABC Commissioning Group (ACG)
- ENERGY STAR

Certifications

HERS Rater

Certified Energy Manager

LEED AP

Commissioning Authority by ACG

Acknowledgements

CIAPR Emergent Leader – Mechanical Engineer – 2014

Caribbean Business 40 under 40 - 2016

Professional experience

During the last seventeen years (ten with RAP Consulting engineer, PSC firm) I have been involved in numerous design projects of significant magnitude and complexity in the following areas of expertise:

Heating, Ventilation and Air Conditioning.

Design of ventilation and air-conditioned systems for commercial, residential, institutional and industrial applications. The complexity of the works performed range from retail stores and fast food restaurants, to clean and sterile room facilities with the necessary humidity, airflow and pressure controls. New energy efficient technologies, indoor air quality (IAQ) regulations and other standards are considered for every new design performed regardless of its complexity. All designs comply with International Building Code and ASHRAE Standards 52.2, 55.0, 62.1 & 90.1 minimum requirements.



- Ventilation and air conditioning design for several retail stores and banks
- Air conditioning and exhaust system design for fast food restaurants.
- Large-scale air conditioning and exhaust systems design for private office buildings.
- Exhaust systems design for carbon monoxide accumulation removal in partially and totally enclosed vehicular facilities.
- Ventilation and exhaust systems design for multi-level residential buildings.
- Air conditioning system design for public health care facilities.
- Air conditioning system design for public and private school facilities.
- Air conditioning system design for public convention centers and theaters.



- Air conditioning system design for large sports coliseum and aquarium.
- Air conditioning system design for general commercial projects.
- · Low humidity and clean rooms design.
- Automatic controls sequence of operation specifications including:
- Schedule of operation
- CO₂ monitoring
- Temperature and pressure differentials
- Interlocked equipment

Plumbing and Piping

Design of plumbing and piping systems for a wide variety of locations and applications. Plumbing work range from single-family dwelling units, to large scale potable water pumping stations. Some of the piping designs have involved specialized applications such as those found in chemical tank farm areas.

- Olympic and private swimming pool design and equipment specification including inlet fittings, main drain, vacuum fitting, skimmers, filtration system and colorization system. Also water park including pool with artificial waves.
- Plumbing design for public health care facilities including medical gases (oxygen, vacuum, etc.)
- · Plumbing design for public parking garages.
- Plumbing design for public and private schools facilities including liquefied petroleum gas (LPG) distribution for kitchen appliances.
- Plumbing and potable water systems design for multi-level residential buildings.
- Plumbing design for commercial and residential facilities.
- Large scale pumping stations for cooling tower, chilled and potable water systems.



- Potable water storage (cisterns) system design.
- Chlorinating system design for process and potable water applications.
- Large-scale filtration design for pure water systems.
- Compressed air systems design.
- Rainwater re-collection system design.

Fire Protection

Design of many fire protection systems for commercial, institutional and industrial applications.

- General standpipe, water hose cabinets and sprinkler distribution for numerous applications as required by IFC, NFPA 1 & 101.
- · Fire protection system design for municipal parking buildings,
- Fire protection system design for commercial and residential buildings.



- Fire protection system design for storages.
- Fire protection system design for shopping malls and retail stores
- Fire water storage tanks including fire pumps with all the required peripherals.

Controls and Instrumentation

Design of simple and complex controls and instrumentation for different kinds of applications.

- HVAC control systems design for commercial applications including retail and clothing stores, office spaces, and restaurants among others.
- Controls and instrumentation design for industrial HVAC projects including variable and constant air volume.
- Controls and instrumentation design for low humidity rooms A/C systems.
- Class 1,000 clean room A/C controls and instrumentation design.
- If required, design can comply with LEED certification minimum requirements or as required by owner.

Energy Audits

I have generated energy audits analysis to existing building to minimize energy consumption. These analyses include:

- Class I audit that consists of the selection of the possible systems that can be analyzed.
- Class II audit; owner and auditor meet after a class I audit and decide which of the systems
 will be analyzed. Class II audit consists of a complete analysis of the systems including
 energy consumption comparing with new equipment and pay-back period of possible
 renovations including construction cost.



 Class III audit; consist of final report including energy analysis, certified energy software report, construction estimates and conclusions.

Some of the projects I have worked on energy audits are:

- Motel Arcoiris, Caguas PR (120 rooms)
- Empacadora Hill Brothers, Rio Piedras PR (60,000 square feet freezer)
- Clinica Las Americas First Floor, Guaynabo, PR (15,000 square feet office space)
- Hacienda Building, San Juan, PR (9 levels, 360,000 gross square feet office space)
- PRIDCO Building, San Juan, PR (4 levels, 160,000 gross square feet office space)
- Cuartel de Bayaja Building, San Juan, PR (3 levels, 70,000 gross square feet office and business space)
- Universal Containers, Cayey, PR (2 levels 240,000 gross square feet plastic containers manufacturing plant)



- Old Harbor Brewery, San Juan, PR (12,000 square feet restaurant and bar)
- Tropimar Beach Club, Carolina, PR (2 level 60,000 gross square feet business space)
- Hospital El Maestro, San Juan, PR (5 levels 250,000 gross square feet hospital)
- Convent building "Residencia de Madres Superioras" at Universidad Sangrado Corazon,
 Santurce PR (two levels 18,000 square feet)
- Caribe Hilton Hotel, San Juan, PR (I do an energy audit for twelve (12) rooms to audit automatic control system energy reduction)
- St John School, Condado, PR (1,000 students elementary and high school)
- Medflix Guaynabo, Guaynabo, PR (Three level 45,000 gross square feet office and laboratory building)
- Caribbean Palm Village Hotel, Aruba (170 rooms hotel)
- Amsterdam Hotel, aruba (183 rooms hotel)
- Aquaelectrica Building, curacao (40,000 gross square foot office building)
- Westin Hotel, St Maarten B.V.I. (more than 200 rooms)
- Sport complex, Tortola B.V.I. (20,000 gross square foot sport complex)

LEED Certification Process - Energy Modeling

- Clinica Las Americas de Guaynabo (CLAG) LEED Commercial Interiors Certification Process, Guaynabo, Puerto Rico – participated as a mechanical designer for a 15,000 square feet office space CI-LEED Certification process. Made the design, related template submission, energy model and participated in the commissioning process. <u>The project</u> <u>obtained LEED V2.0 CI Silver LEED Certification at May-2010.</u>
- 5

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- New School at Arecibo K-12 Schools LEED Certification Process, Puerto Rico A three level 140,000 gross square feet high school. I am generating the energy model of the school and filling the required energy templates. The project obtained LEED v2009 NC Gold Certification at January-2014.
- Hogar Crea New Headquarters New Construction LEED Certification Process, Trujillo Alto, Puerto Rico – A four level, 44,000 gross square feet office space. I am participating as part of the coordination of the LEED process and also generating the energy model. LEED Silver certification is projected to be obtained at 2014. The project obtained LEED v2009 NC Gold Certification at February-2014.
- Plaza Caribe LEED Core and shell Certification Process, Rio Piedras, Puerto Rico participated as a mechanical designer for a seven level, 75,000 gross square feet office space CS-LEED Certification process.
 - Made the design, related template submission and energy model. LEED NC Certification is not complete because of economy problems; my work was done 100%)
- Hacienda La Esperanza Existing Building LEED Certification Process, Manati, Puerto Rico –
 Hacienda la esperanza formerly a Sugar Mill in the 1950's which the fideicomiso de



- conservacion de Puerto Rico is renovating as a museum and a study center. I am participating as the Mechanical designer and energy modeler. LEED Platinum certification is projected to be obtained at 2018.
- Museo de Entomologia, Universidad de Puerto Rico Recinto de Rio Piedras New Construction LEED Certification Process, Rio Piedras, Puerto Rico - One level 15,000 square feet educational space. I am generating the energy model of the space and filling the required energy templates. Project does not achieve the certification.
- BMW Dealer, New Construction LEED Certification Process at Lima, Peru A four levels 105,000 gross square feet car dealer and exhibition area. I am generating the energy model and filling the required energy templates. <u>The project obtained LEED v2009 NC Silver</u> Certification at January-2014
- Banco Ciudad Construction LEED Certification Process, Buenos Aires, Argentina A 6 level, 300,000 gross square feet office building designed by Sir Norman foster. I am generating the energy model of the space and filling the required energy templates. LEED Certification is projected to be obtained at 2015.
- PEPSICO Laboratory, New Construction LEED Certification Process, Pachacamac, Lima, Peru - A one level 38,000 gross square feet laboratory. I am generating the energy model of the lab, filling the required energy templates and Commissioning Authority. <u>The project</u> <u>obtained LEED v2009 NC Silver Certification at December-2014.</u>
- Torre Catalina Norte New Construction LEED Certification Process, Buenos Aires, Argentina

 A 29 level, 12,500 square feet per level core and shell office building. I am generating the
 energy model of the space and filling the required energy templates. <u>The project obtained LEED v2009 NC Certification at July-2015.</u>
- Real 8 Tower New Construction LEED Certification Process at Lima, Peru A core and shell 23 level, 10,000 square feet per level core and shell office building. I generate the energy model of the space and fill the required energy templates. <u>The project obtained LEED v2009 NC Certification at September-2015.</u>
- Victor Andres Velaundre (VAB) Tower New Construction LEED Certification Process at San Isidro Lima, Peru A core and shell 16 level, 8,000 square feet per level core and shell office building. I am generate the energy model of the space and fill the required energy templates. The project obtained LEED v2009 NC Certification at February-2016..
- El Rancho Tower New Construction LEED Certification Process at Lima, Peru A core and shell 8 level, 11,200 square feet per level core and shell office building. I am generating the energy model of the space and filling the required energy templates. LEED Certification is projected to be obtained at 2018.
- M 47.5 Tower New Construction LEED Certification Process at Buenos Aires Argentina A
 core and shell 8 level, 13,200 square feet per level core and shell office building. I am
 generating the energy model of the space and filling the required energy templates. LEED
 Certification is projected to be obtained at 2017.



LEED Certification Process – Commissioning Process

- Alvarez-Diaz & Villalon, LEED Commercial Interiors Certification Process at Santurce Puerto Rico – A 3,300 square feet commercial space I participate as the Commissioning Authority and filling the required templates. <u>The project obtained LEED v2009 CI Platinum</u> Certification at May-2014
- US Bankruptcy Court, LEED Commercial Interiors Certification Process at Ponce Puerto Rico

 A 25,000 square feet commercial space I am participate as the Commissioning Authority
 and filling the required templates. <u>The project obtained LEED v2009 CI Gold Certification</u>
 at December-2013
- McDonald Guaynabo, LEED Retail New Construction Certification Process at Guaynabo Puerto Rico – A 7,000 square feet fast food stand-alone building I participate as the Commissioning Authority and filling the required templates. <u>The project obtained LEED v2009 NC Certified Certification at November-2013</u>
- Dorado High School New Construction Certification Process at Dorado Puerto Rico A
 72,000 square feet high school that consist of five two stories buildings, a basketball court
 and a kitchen area. I participate as the Commissioning Authority and filling the required
 templates. The project obtained LEED v2009 NC Gold Certification at August-2014
- Honda De San Juan Existing Building LEED Certification, San Juan, Puerto Rico A one level 25,000 square feet retail and office building. I am participating as the Commissioning Authority and filling the required templates. LEED certification was not achieved but energy measures were implemented and energy savings was achieved.
- Visitor Center "Fundacion Luis Muñoz Marin", LEED New Construction Certification Process at San Juan, Puerto Rico. A two buildings
 48,000 square feet commercial space I am participating as the Commissioning Authority and filling the required templates. LEED certification is projected to be obtained at 2018.
- Army Forced Reserve Center, Mayaguez, LEED New Construction Certification Process at Mayaguez Puerto Rico – I participate as the CxA for the mentioned projects. This project is a two level 13,000 sf building and a 10,000 sf new construction with a construction budget of \$9,000,000.00. We already do the Cx Plan, OPR, BOD, Construction Drawings Revision, Submittal Revision, Pre finctional checks, performance checklists. We are doing the O&M manual, training documentation and 10 month occupancy revision plan. The project obtained LEED v2009 NC Certification at February-2016
- Army Forced Reserve Center, Caguas, LEED New Construction Certification Process at Puerto Nuevo Puerto Rico I participate as the CxA for the mentioned projects. This project is a two level 13,000 sf building and a 10,000 sf new construction with a construction budget of \$9,000,000.00. We already do the Cx Plan, OPR, BOD, Construction Drawings Revision, Submittal Revision, Pre finctional checks, performance checklists. We are doing the O&M manual, training documentation and 10 month occupancy revision plan. The project obtained LEED v2009 NC Certification at May-2016
- Army Forced Reserve Center, Buchannan, LEED New Construction



ALVAREZ-DIAZ &VILLALŌN ARCHITECTURE I INTERIOR DESIGN

Certification Process at Buchannan Puerto Rico - I participate as the CxA for the mentioned projects. This project is a two level 13,000 sf building and a 10,000 sf new construction with a construction budget of \$9,000,000.00. We already do the Cx Plan, OPR, BOD, Construction Drawings Revision, Submittal Revision, Pre Inctional checks, performance checklists. We are doing the O&M manual, training documentation and 10 month occupancy revision plan. The project obtained LEED v2009 NC Certification at December-2016

US Passport Offices at San Juan Puerto Rico, LEED Commercial Interiors Certification Process at San Juan Puerto Rico – A 20,000 square feet commercial space I am participate as the Commissioning Authority and filling the required templates. The project obtained LEED v2009 CI Gold Certification at December-2014

REFERENCES

Name: Daniel F. Acosta

Company: McCormack Baron Salazar

Position: Senior Vice President

Address: 720 Olive Street, Suite 2500

St. Louis, Missouri 63101 Telephone: (314)-335-2968

Email:Daniel.Acosta@mccormackbaron.com

Name: Federico Sánchez Company: Interlink Group, LLC Position: President & CEO Address: PO Box 363529

San Juan, PR 00936-3529 Telephone: (787) 754-0610 Email:fede@interlinkpr.com





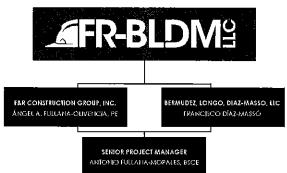
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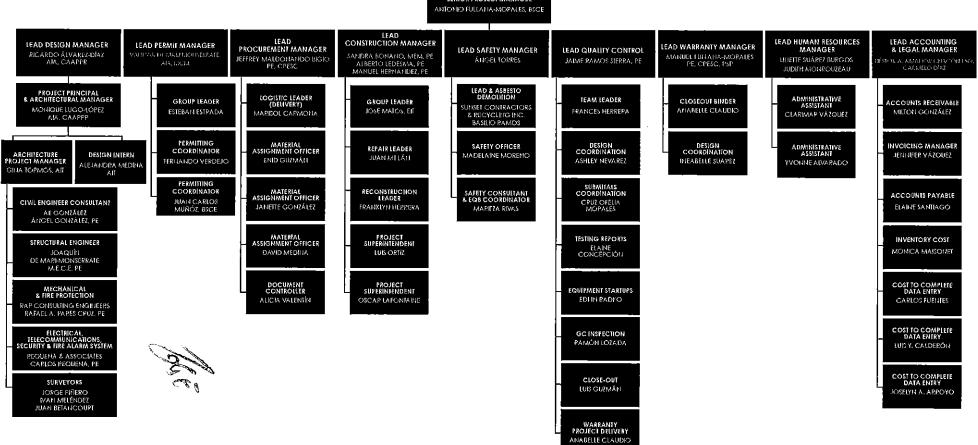
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PROPOSED PROJECT STAFF





KEY STAFF RÉSUMÉ AND PROFESSIONAL INFORMATION

dit



Ángel Antonio Fullana-Olivencia, PE

Partner – President

Angel Antonio Fullana-Olivencia, as president of F&R has been in charge of Field Operations, and of negotiating all major subcontractors and all cost analysis on labor material, equipment, and subcontracting. Mr. Fullana-Olivencia keen sense of scheduling, construction techniques, and management of suppliers and subcontractors has allowed the firm to steadily and continuously grow its volume of work over the years.

1972 to present - CO-FOUNDER

	F&R Construction Corporation	46 years
•	F&R Construction, S. E.	28 years
•	F&R Contractors Corp.	20 years
•	F&R Construction Group, Inc.	13 years

1969 to 1972 - Civil Engineer Jaime Fullana-Serra **Engineering Office**

Field inspection for the following projects:

- Flamboyán Apartments, Condado, San Juan, Puerto Rico
- Altagracia Apartments, Hato Rey, San Juan, Puerto Rico
- Ashford Ave. Apartments, Condado, San Juan, Puerto Rico
- St. Tropez Condominium, Isla Verde, Carolina, Puerto Rico

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer University of Notre Dame, Indiana

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 5277

PROFESSIONAL ASSOCIATIONS

2010 Member of the Board, Government Development Bank

College of Engineers and Land Surveyors of Puerto Rico

General Contractors Association (Puerto Rico Chapter)

Puerto Rico **Manufacturers** Association American Institute of Contractors

YEAR FOUND FIRM 1972

TOTAL YEARS EXPERIENCE

49

LANGUAGE **CAPABILITIES**

Spanish / English





Francisco R. Díaz-Massó

Owner

Construction Manager

Mr. Díaz-Massó has over 20 years of experience in all facets of the construction industry, ranging from electric power, aqueducts and sewer, and telecommunication utilities and extending to the pharmaceutical, electronics, hotels, hospitals including Veterans Affairs, and numerous projects in different categories for the Central Government and different municipalities in Puerto Rico. This experience has been gained through exercising different levels of responsibilities in the hierarchical corporate ladder, starting at ground level and reaching the highest echelon of CEO of one of the largest and most highly regarded construction specialty contractor in Puerto Rico and the United States. Repeat business has been the response from his clients to the excellence in the execution of their projects. In 2009 Mr. Díaz-Massó was selected as the recipient of the Distinguished Mechanical Engineer Award by the Mechanical Engineer Institute of Puerto Rico.

PROFESSIONAL PROFILE

- Twenty years of direct involvement in the Management and administration of commercial, industrial and institutional construction projects, targeting mainly the areas of electrical and mechanical installations.
- Member of the Puerto Rico College of Engineers and Surveyors (License No. 14631)
- Member of the Board of Directors of the Association of General Contractors of America (Puerto Rico Chapter). President of the Committee of Subcontractors and relations with the Puerto Rico Electric Power Authority (PREPA).
- Vice President of the Board of the Puerto Rico Construction Cluster.



- Member of the Board of the Chana Levis Foundation.
- In this capacity, as Lead Construction Manager, Alberto will be responsible to coordinate compliance of the design with the scope of work required by PRDOH. In the construction phase he will coordinate the day to day activities with Project Superintendent and all subcontractors on project site. He will oversee project schedule, costs, document control and all administrative tasks related to the construction phase of the Project. He will assure to meet the expected quality standards for a project of this nature and delivery of the units within the contracted time.

WORK EXPERIENCE

President and CEO Bermúdez, Longo, Díaz-Massó, LLC San Juan, Puerto Rico

EDUCATION

Bachelor of Science in Mechanical Engineering, 1989

Rutgers University, the State University of New Jersey; New Brunswick, New Jersey

PROFESSIONAL ASSOCIATIONS

General Contractors
Association of Puerto Rico
(AGCPR)
Puerto Rico
Manufacturers
Association (Asociación
de Industriales de Puerto
Rico)

YEAR JOINED FIRM 2007

TOTAL YEARS EXPERIENCE

LANGUAGE CAPABILITIES
Spanish / English



PROFESSIONAL EXPERIENCE

 Bermúdez, Longo, Díaz-Massó, LLC., (BLDM), San Juan, Puerto Rico July 2007 – Present
 PRESIDENT AND CEO

Responsibilities

Establish strategic and operational direction for a privately-owned company with an annual revenue of \$150 Million and over 1,500 employees. BLDM is the largest Specialty Electro-Mechanical Contractor and the 3rd Largest Contractor in Puerto Rico. It is also ranked 129th in the Specialty Contractor category in the United States.

 Bermúdez & Longo, S.E., San Juan, Puerto Rico January 2006 – June 2007 EXECUTIVE VICE PRESIDENT Responsibilities

In charge of implementing merge/consolidation strategies between Bermudez & Longo, S.E. and Díaz-Massó, Inc.

Establish strategic and operational direction for a privately-owned company with an annual revenue of \$120 Million and over 1,300 employees.

 Díaz-Massó, Inc., San Juan, Puerto Rico October 1994 – December 2005 PRESIDENT AND OWNER

Responsibilities

Company Founder

Establish strategic and operational direction for a privately-owned company with an annual revenue of \$25 Million and over 400 employees.

 Bermúdez & Longo, S.E., San Juan, Puerto Rico January 1990 – September 1994
 Project Engineer

- o Bristol Myers Squibb, Mayaguez, Puerto Rico Responsible for all the mechanical phase of the \$12 Million project
- Merck Sharp & Doam In charge of the manufacturing expansion of the \$10 Million Project

Project Manager

- o Syntex Over all responsibilities for the manufacturing expansion of the \$14 Million project.
- o Abbott Responsible for the entire process equipment installation for the \$8 Million project



Antonio Fullana - Morales, BSCE

Partner – Vice President Senior Project Manager

In this capacity, as Senior Project Manager, Antonio will be the main point of contact between the PRDOH and the Construction Manager and will procure that all applicable R3 Program policies, requirements, and procedures are maintain throughout the development and construction process. His vast recent experience as a contractor for new and remodeled residential units in Puerto Rico is of great value to ensure that construction goes according to the requirements of the contract documents, and PRDOH expectations.

Antonio will participate in R3 Program meetings and will be on-call to assist PRDOH at all times. He will procure that all issues are solve in a timely manner so that the project is not delayed in any matter, and that the project is completed within budget.

HOSPITALITY PROJECTS

2016 to Present – ESJ Verde, Carolina, Puerto Rico \$22,865,900.00

Remodeling of 96 room hotel, restaurant, ballroom, gym and infinity pool.

PRIVATE PROJECTS

2010 to 2011 – Aguadilla Mall Parking, Aguadilla, Puerto Rico \$7,748,233.00

New construction was performed adjacent to the existing mall of 708 parking spaces.

HEALTHCARE PROJECTS

 2013 to 2017 – UPRCCC New hospital facility for the UPR Comprehensive Cancer Center, San Juan, Puerto Rico \$135,486,079,00

The Comprehensive Cancer Center of the University of Puerto Rico consists of a 10 story structural steel and precast concrete façade building for a state of the art Cancer Treatment facility in coordination with MD Anderson. With an area of approximately 300,000 square feet it includes a considerable

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer, University of Miami, Miami, Florida

PROFESSIONAL ASSOCIATIONS

Association General Contractors (Puerto Rico Chapter)

YEAR JOINED FIRM 1995

TOTAL YEARS EXPERIENCE 23

LANGUAGE CAPABILITIES Spanish / English



amount of exam rooms, 96 patient beds, operating rooms, MRI room, CT Scan, Pet Scan and many other cancer treatment related facilities. This has been one the most important and expensive governmental job ever constructed in Puerto Rico, and is expected to serve not only on the Island of Puerto Rico, but also the Caribbean zone.

 2008 to 2010 - New Tower Pediatric Hospital Dr. Antonio M. Ortíz, San Juan, Puerto Rico \$25,398,38306

New construction was performed adjacent to the existing facilities. Project consisted of the construction of a reinforced concrete structure and a structural steel three story hospital complex that will house the burning unit & cancer treatment for the existing pediatric hospital at "Centro Médico".

 1998 to 2000 – State Insurance Fund Building Carolina Regional Office, Carolina, Puerto Rico \$16,156,514.00

Construction of a three story high structural steel and concrete office building for the State Insurance Fund.

HIGH RISE PROJECTS

 2005 to 2007 – Océanica Condominium (Nairn), Condado, San Juan, Puerto Rico \$11,021,954.67

Construction of 13 high income residential apartments units at front of the Condado beach.

 2004 to 2006 – Plaza del Prado Condominium, Guaynabo, Puerto Rico \$24,988,789.75

Construction of 100 apartment's condominium.

UNIFAMILIAR PROJECTS



- 2011 to 2013 Jardines de Arecibo Phase II, Arecibo, Puerto Rico Construction of 30 individual housing units and related site work.
- 2009 to 2010 Terra Ciudad Jardín Development, Gurabo, Puerto Rico \$14,500,000.00

Construction of 40 individual housing units and relates site work.

 2005 to 2008 – Señorío de Gonzaga Residential Housing Development, Canóvanas, Puerto Rico \$27,805,000.00

Construction of 88 individual housing units and relates site work.



 2003 to 2005 – Villa Mercedes Development; Phase I, Guaynabo, Puerto Rico \$5,000,000.00

Construction of 14 middle housing units & site work.

WALK-UPS PROJECTS

 2005 to 2007 – Villas del Este Project; Phases I & II, Gurabo, Puerto Rico \$32,555,389.84

Construction of a walk-up residential complex consisting of 156 apartments, communal areas, buildings, facilities & site improvements & 194 individual housing units, (111 one stories & 83 two stories).

 2002 to 2004 – Andalucía Condominium, Carolina, Puerto Rico \$15,269,845.48

Construction of 174 apartments units.

 2000 to 2002 – Caminos Verdes Condominium, Cupey, Puerto Rico \$12,302,507.80

Construction of a walk-up residential complex consisting of 130 apartments, communal areas, buildings & facilities & site improvements.

 2000 to 2002 – Veredas del Parque Residential, Carolina, Puerto Rico \$16,780,662.40

Construction of 200 apartments building.

■ 1998 to 2000 – Jardines del Parque, Carolina, Puerto Rico \$14,337,525.00

Construction of 200 apartments building.

- 1996 1998 Tropical Courts Residential Complex, Carolina, Puerto Rico \$7,154,694.21
- 1996 to 1998 Parque de las Flores Development, Carolina, Puerto Rico \$9,274,005.00

PUBLIC PROJECTS

 2018 to Present – Contract for Construction Repair Work –STEP, Eastern Area, PR \$250,000,000.00

FEMA Disaster Recovery Program – Sheltering and Temporary Essential Power Program.

 2012 to 2016 – Las Cascadas Hotel, Aguadilla, Puerto Rico \$16, 849, 414.75

A 79 room hotel in an eight level structure. The hotel includes administrative offices, cafeteria, bar, shops, gym, activities center and a



pool and cocktail lounge at the upper level. It will also include 105 parking spaces for use of guests and personnel.

- 2012 to 2016 Modernization of Residential Rafael Hernandez Kennedy, Mayagüez, Puerto Rico \$21,797,000.00.
 Partial renovation of a 190 housing units in an operating Public Housing Project.
- 1996 to 1997 Arecibo Municipality Coliseum, Arecibo, Puerto Rico \$1,353,371.33\$



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RICARDO ÁLVAREZ-DÍAZ, AIA, CAAPPR, NCARB

AD&V® CEO- Principal Partner & Lead Designer

Ricardo Álvarez-Díaz is the founder and CEO of Álvarez-Díaz & Villalón® | Architecture & Interior Design: a leading architectural and interior design firm, headquartered in San Juan, Puerto Rico with offices in Miami, Florida.

From 2015 through 2017, Álvarez-Díaz served as the President of Puerto Rico Home Builders Association: marking the first time in the organization's sixty-six-year history that a licensed architect has been named to this position. In 2017, Álvarez-Díaz was named by the Governor of Puerto Rico as member of the board of directors of Invest Puerto Rico, an organization established in 2017 responsible for marketing the island as a destination to bring investment and new business. He currently serves as a member of the Governor's Construction and Housing Advisory Committee and in 2017 was appointed by the Secretary of State as a liaison between the private sector and the Federal Government (FEMA) on issues on critical infrastructure, construction and housing. In 2018, he was also named by the Governor of Puerto Rico as a member of the Board of Directors of the ENLACE Project Corporation of the Caño Martín Peña.

As an expert in housing issues, Álvarez-Díaz has been actively involved on major council boards and advisory panels. He has served as a consultant to Puerto Rico's Department of Housing as well as several Municipalities on issues of affordable housing development, community redevelopment, mix finance and planning. He lead, together with Enterprise Communities, Inc., the new resilient design guidelines manual for multifamily and single-family housing for Puerto Rico and also served as commissioner for the Reimaging Puerto Rico Report, a joint initiative between 100 Resilient Cities, CNE and the Rockefeller Foundation. He is also one of the founders and collaborator of Resilient See, a global alliance committed to designing and rebuilding a resilient, sustainable Puerto Rico.

He is the founding Co-Chair of the Local Urban Land Institute (ULI) district council and also a ULI Foundation Governor. In 2015, he served as the Board of Trustees President for the Puerto Rico Foundation for Architecture. He is a member and Chair of the Young Presidents Organization (YPO) and was a member of the Board of Trustees for both Habitat for Humanity and Foundation for Puerto Rico as well as been actively involved on other major council boards and advisory panels at various renowned institutions, both in the United States and Puerto Rico.

Employment

2001 to Present Owner & CEO Álvarez-Díaz & Villalón® (Formerly Álvarez-Díaz Group)

1998-2000 Design and Project Manager LRA Architects, LLC

1996-1998 Designer and Project Manager Robert A. M. Stern Architects

Affiliations & Certifications

Puerto Rico Architect PR License #17169 CAAPPR FL License #96949 NY License #037064 AIA PR and Florida Chapters #30078924 NCARB Certificate #73820 Urban Land Institute ULI-PR (Chair) U.S. Green Building Council (USGBC) General Contractors of America (AGC) National Home



ALVAREZ-DIAZ & VILLALÕN ARCHITECTURE | INTERIOR DESIGN

He also teaches courses in entrepreneurship at both the Polytechnic University of Puerto Rico and the University of Puerto Rico-Rio Piedras Campus, and frequents lectures, both stateside and on the island, on contemporary architectural and design topics, in particular, issues in community planning, sustainability and resilient design.

Álvarez-Díaz is licensed to practice architecture in Florida, New York and Puerto Rico.

Builders
Association
(NHBA)
Puerto Rico Home
Builders
Association
(PRHBA) – Member
of the Board
(President)
Young Presidents
Organization
(YPO) – Puerto
Rico Chapter

Education

Bachelors in Architecture and FII

University of Notre Dame, South Bend, Indiana. ND Rome Studies, Rome Italy

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Vanessa de Mari Monserrate, A.I.A | M.C.M

President, F&R Management Services LLC / Vice President, Urbanus Development, Inc.

Development Manager, F&R Construction Group, Inc.

Architect de Mari-Monserrate has been the Vice President of Urbānus Development Inc. since its foundation in 2004. Her experience and professional education as both a licensed architect and realtor, as well as her background in construction management, have contributed to the successful development of over 2,270 housing units. Her involvement in the process from the beginning is key for a successful development to be completed on time and to the satisfaction of the future owners.

In 2012, F&R Management Services, LLC was formed to help other Developers in the management of their developments. Mrs. de Mari-Monserrate has successfully lead this endeavor, providing her expertise in permitting, project development costs and construction management through the Owner's side. For more than 20 years, Mrs. de Mari has obtained the necessary knowledge and expertise in permitting, environmental compliance, contract administration and team sustainable design, management to lead the permit process in a successful manner.

2012 to Present - President F&R Management Services, LLC

2017 to Present – ESJ Verde Hotel, Carolina, Puerto Rico \$22,865,900.00

Acting as Owner's Rep in the development of 107 rooms' condo-hotel. In charge of the managing the interim financing, permitting and coordination of design and construction until final delivery of the project to the Owner.



2017 to 2018 – Seaview Residence, San Juan, Puerto Rico \$2,285,888.00

Acting as Owner's Rep in the development of an 8,000 sf four story beachfront house. In charge of managing the interim financing, permitting and coordination of design and construction until final delivery of the project to the Owner.

2016 to Present Las Gladiolas Revitalization Project, San Juan, Puerto Rico (140 units)



F&R Construction Group, Inc. San Juan, Puerto Rico

Urbānus Development Inc.

M. Arch. at Washington University, St. Louis, MO

M. of Construction Management at Washington University, St. Louis, MO

B.S. in Art at Washington University, St. Louis, MO

Commonwealth of Puerto Rico License No. 16,269

PR Realtor No. 10,492

College of Architects and Landscaping of Puerto Rico

Puerto Rico Home Builders Association Secretary and Member the Board Directors

Urban Land Institute

National Association of Home Builders



Puerta de Tierra Revitalization Project, San Juan, Puerto Rico (174 units)

Gautier Benitez Revitalization Project, Caguas, Puerto Rico (438 units)

F&R Management is currently involved in the coordination of the permitting for all three projects in representation of McCormack Baron Salazar - which act as owners of all three developments. The projects consist of the new development of public housing and commercial area in previously developed lots.

 2014 to 2016 - AOR Building Supplies New Headquarters, Santurce, Puerto Rico \$5,500,000

Acted as the Owner's Rep in the development of the project and was involved in the land acquisition, demolition of the existing structure, interim financing, permitting, coordination and management of the designbuild process, and final close-out and delivery of the project to the end user. The project consisted of 56,000 building in a 3-story structure.

2004 to Present - Vice Preside

Urbānus Development Inc.

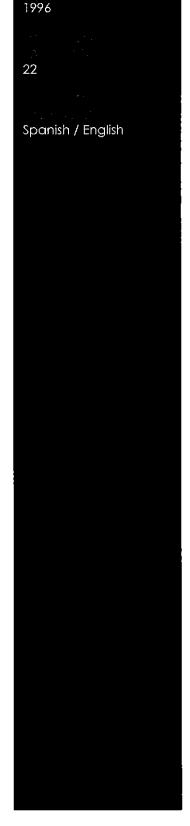
UNIFAMILIAR LOW INCOME PROJECTS

- 2012 Los Jardines Arecibo Phase II, Arecibo, Puerto Rico Development of 30 low income housing units 2/1, 3/1 and 3/2 low income housing units.
- 2005 Los Jardines Arecibo Phase I, Arecibo, Puerto Rico \$20,029,468.00

Development of 261 3/1 low income housing units & 89 3/2 low income housing units.

UNIFAMILIAR PROJECTS

- 2006 to 2008 Savannah Real Development Phase II, San Lorenzo, Puerto Rico \$29,800,000.00 Development of 202 individual housing units and related site work.
- 2003 2005 Villa Mercedes Development; Phase II, Guaynabo, Puerto Rico \$5,000,000.00



Development of 14 housing units for middle income families & related site work.

 2004 – Los Montes Development Neighborhood Complex, Dorado, Puerto Rico \$63,632,485.00

Development & Construction of 569 individual housing units with related site work and central recreational facilities that includes Clubhouse with administrative offices, a gym, public bathrooms and activity room, a pool, 2 tennis courts, 2 basketball courts and playground area. The project was divided into six phases.

 2002 – Villas de la Playa Development, Vega Alta, Puerto Rico \$12,474,592.00

Development & Construction of 97 individual two stories housing units.

WALK-UPS PROJECTS

- 2006 to 2009 River Park Villas, Caguas, Puerto Rico \$19,711,684.14 Development & Construction of a walk-up residential complex consisting of 135 apartments, two communal areas that includes a Clubhouse, 2 gazebos, 2 pools, a basketball court and 2 playground areas & site improvements.
- 2006 to 2008 Valle Santa Cecilia, Caguas, Puerto Rico \$17,366,969.22

Development & Construction of a walk-up residential complex consisting of 130 apartments as the second phase of an existing project, included the recreational facility areas & site improvements.

2006 to 2007 – Alturas de Monte Verde Residential Complex, Toa Alta, Puerto Rico \$9,376,177.99

Development & Construction of a walk-up residential complex consisting of 80 apartments, communal areas, & site improvements

2003 – Paseo Mónaco Residential Complex, Phase II, Bayamón, Puerto Rico \$6,926,000.00

Construction of a walk-up residential complex consisting of 80 apartments as the Phase II of a developed project.



VILLAS PROJECTS

 2003 – Chalets de la Playa Condominium, Vega Baja, Puerto Rico \$53,863,431.85

Development & Construction of a walk-up residential complex consisting of 560 second home beach front apartments. The master project included a six lane gate house, impressive landscape through the project and two Recreational Areas which included: 2 Clubhouses with kitchen, gym, activity areas, 2 pools, 2 tennis courts, 2 basketballs and 2 playground areas.

2000 to Present – Development Manager

F&R Construction Group, Inc.

Work as Development Manager of F&R, supervising the development of residential projects developed by F&R's subsidiaries and constructed by F&R. As well as supervising the Development of Design – Build Process. Responsibilities include the supervision of all stages of the development, from obtaining the interim financing for the project, permitting, design, construction process, marketing, sales and units delivery.

1998 to 2000 – Assistant Purchasing Manager F&R Contractors Corp.

Worked as assistant to the Purchasing Manager of F&R Contractors, in the purchasing of construction materials and finishes for the F&R's construction projects. Responsibilities included verifying estimates of materials to be purchased for the projects, negotiating costs and delivery methods, among others.

1996 to 1998 - Project Superintendent

F&R Construction, S.E.

1997 to 1999 – Diagnostic & Treatment Center, Bayamón, Puerto Rico \$9,800,000,00

Construction of the Diagnostic & Treatment Center and its parking structure. Both structures were post-tensioned.

■ 1996 to 1997 – Diagnostic & Treatment Center, Guaynabo, Puerto Rico \$17,791,728.56

Construction of the Diagnostic & Treatment Center and its parking structure. Construction method for the C.D.T. was structural steel frame and reinforced concrete for the parking structure.



Jeffrey Maldonado Bigio, PE

Resident Engineer Lead Procurement Manager

In this capacity, as Lead Procurement Manager, Mr. Maldonado will work together with the Senior Project Manager to control the purchasing, procurement and financial aspects of the R3 projects. Mr. Maldonado has successfully implemented procurement and logistics in many Project types and has aggressively worked to achieve significant cost savings through sourcing new suppliers and negotiating with the existing. Over the past 10 years, Mr. Maldonado has gained knowledge in cost control, record keeping, accounting practices, purchasing process, contract administration and team management.

He will ensured on time delivery and improved purchasing quality through setting up the quality check procedures for the suppliers and personal on site checking and will monitored and maintained local inventory levels for a successful development of the project ensuring its final delivery on time and on budget.

2011 to Present – Project Engineer F&R Construction Group, Inc. Field Inspector & Quality Control

- 2018 to Present Contract for Construction Repair Work -STEP, Eastern Area, PR \$250,000,000.00
 FEMA Disaster Recovery Program - Sheltering and Temporary Essential Power Program.
- 2016 to present Construction of Bayshore Villas formerly Puerta de Tierra Revitalization, San Juan \$22,911,140.00 New construction of 174 new apartments in 13 buildings, a management/leasing office of approximately 3,300 square feet and 6,000 square feet of potentially commercial space.
- 2013 to 2016 New hospital facility for the UPR Comprehensive Cancer Center. \$131,085,940.00
 New construction of 250,000 square feet building for diagnostic and treatment for cancer patients, including administrative areas.

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

B.S. Electrical Engineer, Interamerican University of Puerto Rico, Bayamón PR

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 20819

PROFESSIONAL ASSOCIATIONS

College of Engineers and Land Surveyors of Puerto Rico

YEAR JOINED FIRM 2011

TOTAL YEARS EXPERIENCE

LANGUAGE CAPABILITIESSpanish / English



 2011 to 2013 – Modernization of Alturas de Cupey Public Housing, San Juan \$7.936,000.00

Partial and total renovation of an operating Public Housing Project of 96 apartments and site area.

2011 to 2006 – Resident Inspector Engineer

CM Services, Inc.

- Modernization of Pedro Rosario Nieves Public Housing Project,
 Faiardo
- Modernization of Jardines de Oriente Public Housing Project, Humacao

2006 to 2004 – Assistant Resident Engineer

JR Engineering Services

Construction of Fermín Delgado Public School

2004 – Process Engineer

Hamilton Sundstrand

Polit

Jeffrey M

Sandra I. Bonano Carambot, MEM, PE

Lead Construction Manager

In her capacity as Lead Construction Manager, Sandra will be responsible to coordinate compliance of the design with the scope of work required by PRDOH. In the construction phase she will coordinate the day to day activities with Project Superintendent and all sub-contractors on project site. She will oversee project schedule, costs, document control and all administrative tasks related to the construction phase of the Project. She will assure to meet the expected quality standards for a project of this nature and delivery of the units within the contracted time.

PUBLIC WORK PROJECTS

- 2018 Present Contract for Construction Repair Work -STEP, Eastern Area, PR \$250,000,000.00
 FEMA Disaster Recovery Program - Sheltering and Temporary Essential Power Program.
- 2018 FEMA Recovery Project Puerto Rico Aqueducts and Sewers Authority (AAA) 4.16 KV Air Power Line Reconstruction from EBAS Torrecilla to PAS CAROLINA Wastewater Treatment Plant in Loiza, Puerto Rico \$150,400.00

RESIDENTIAL WALK-UPS PROJECTS

 2017-Present – Puerta de Tierra Revitalization Project, San Juan, Puerto Rico. \$3,000,000.00
 Installation of Electrical System Rough-in of 174 new apartments subdivided in 13 buildings. Installation of Meter
 Banks, Generator and Photovoltaic System.

HEALTHCARE PROJECTS

 2014-2017 – UPRCCC New hospital facility for the UPR Comprehensive Cancer Center, San Juan, Puerto Rico \$23,600,000.00

Electrical installation and Diesel System of the Comprehensive Cancer Center Hospital of the University of Puerto Rico consists of new construction of a 10 story building for a state of the art Cancer Treatment facility in coordination with MD Anderson. With an area of approximately 300,000 square feet it includes a considerable amount of exam rooms, 96 patient beds, operating rooms, MRI room, CT Scan, Pet Scan and many

WORK EXPERIENCE SENIOR PROJECT MANAGER

Bermudez, Longo, Diaz-Masso LLC San Juan, Puerto Rico

EDUCATION

B.S. Electrical Engineer, University of Puerto Rico Campus at Mayagüez, Puerto Rico

M.S. Construction
Management,
Polytechnics University,
San Juan, Puerto Rico

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 23486

PROFESSIONAL CERITICATIONS

- Photovoltaic Design and Installation Certification
- OSHA 30 Hrs

YEAR JOINED FIRM 2006

TOTAL YEARS
EXPERIENCE
12

LANGUAGE CAPABILITIES
Spanish / English



other cancer treatment related facilities. This has been one the most important and expensive governmental job ever constructed in Puerto Rico, and is expected to serve not only on the Island of Puerto Rico, but also the Caribbean zone.

The Electrical installation included a 4MVA 38KV Electrical Substation, 3MVA Double Ended 13.2KV Substation, two 2,500 KW 13.2 KV Generators, Nurse Call, Fire Alarm System and Telecommunication System

HOSPITALITY PROJECTS

 2007-2019 Sheraton Puerto Rico Convention Center Hotel & Casino, San Juan, Puerto Rico \$17,000,000.00

The installation of the electrical system of the Sheraton Puerto Rico Convention Center Hotel & Casino consisting of the new construction of a 13 story Hotel Building with 503 Rooms and the largest hotel ballroom in San Juan, 63,000 sf of meeting and pre-function areas, and a 400-car parking garage. The Electrical installation included a GIS 38KV Electrical Substation, three 13.2KV Substation, three 3,000 KW 13.2 KV Generators, and Fire Alarm System. This building was the first LEED®-certified hotel in the Caribbean and in the Sheraton brand worldwide.

PHOTOVOLTAIC PROJECTS

 2010- Photovoltaic Installation of Walmart Ponce, Ponce, Puerto Rico \$1,300,000.00

The installation of a 700KW Roof top Photovoltaic System in the Walmart Supercenter in Ponce expected to deliver about 25 to 35 percent of store's energy needs.

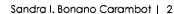
 2010- Photovoltaic Installation of Walmart Manati, Manati, Puerto Rico \$1,200,000.00

The installation of a 600KW Roof top Photovoltaic System in the Walmart Supercenter in Manati.

 2010- Photovoltaic Installation of Sam's Ponce, Ponce, Puerto Rico \$700,000.00

The installation of a 450KW Roof top Photovoltaic System in the Sam's Club Ponce





Manuel Hernández-Moreda, PE

Lead Construction Manager

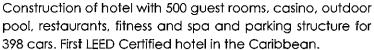
Manuel Hernández-Moreda, PE is an experienced, dedicated & restless project manager with 49 years of experience in multithread construction for government, commercial, public and private single and multi-housing projects within Puerto Rico and International companies; with a portfolio of over \$600 million dollars in managing and direct supervision under very restrained schedules and complex logistics.

Mr. Hernandez will be responsible for various aspects of construction projects, such as planning, directing, coordinating workers, choosing contractors, and monitoring performance. Over the years, Mr. Hernandez has demonstrate leadership, construction expertise, attention to details, computer competencies, strong communication and negotiation skills, and problem-solving orientation.

1987 to Present – Project Manager F&R Construction Group, Inc.

HOSPITALITY PROJECTS

- 2016 to 2017 Retrofit San Juan Beach Hotel, San Juan \$14,000,000.00.
 - Remodeling of hotel with 96 rooms, restaurant, ballroom, gym and infinity pool.
- 2008 to 2010 Sheraton Hotel Puerto Rico Convention Center, San Juan \$117,500,000.00



LUXURY SINGLE FAMILY RESIDENCES

- 2015 to 2018 Private Residence, San Juan, Puerto Rico \$4,680,571.19
 - Three level single family residence with all amenities in 21,600 S.F
- 2017 to 2018 Private Residence, San Juan \$3,032,910.29
 Three level residence with beach access and infinity pool terrace in 7,700 S.F.

WORK EXPERIENCE

F&R Construction Group, Inc.

San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer, University of Puerto Rico, Mayagüez Campus. Mayagüez, PR

PROFESSIONAL REGISTRATION

- Commonwealth of Puerto Rico License No. 5,542
- Venezuela License No. A-6,137

PROFESSIONAL ASSOCIATIONS

- College of Engineers and Land Surveyors of Puerto Rico
- Former Member of the College of Engineers of Venezuela

PROFESSIONAL CERTIFICATION

- 30-hour OSHA Training Course in Construction Safety & Health
- Excavation Competency, OSHA
- Concrete Inspection Seminar
- Minimum of 10 credit hours per year in diverse themes and subjects
- Stormwater Training



PUBLIC PROJECTS

- 2010 to 2013 Caguas Judicial Center \$95,000,000.00 The project consists of a 9 stories office building and a 5 stories parking structure. The office building of approximately 342,000 square feet will contain 37 court rooms. The office structure is composed of structural steel with precast house in and reinforced concrete for elevator shafts. The parking structure of approximately 324,000 square feet will provide 1,300 parking spaces.
- 2008 Plaza AEELA, Hato Rey \$44,763,815.81
 Construction renovation and expansion of the existing office building & parking lot.
- 2005 Office of Courts Administration, Hato Rey \$30,368,962.82 Construction of 14 stories high structural steel and prefabricated structural parking that housed the offices for the Administration of the Courts.
- 2003 Court of Appeals Building, Hato Rey \$21,415,282.34
 Construction of an eight stories building consisting of a structure of steel and prefabricated concrete panels to house Puerto Rico Appellate Court, judges offices & three stories parking structure.
- 2003 Judicial Center and Justice Department Building, Mayagüez \$30,329,653.60
 Construction of a Judicial Center and Justice Department Building in two independent buildings together with its site infrastructure and surface parking lot.

 2000 – Judicial Center, Justice Department and State Insurance Fund Building, Fajardo \$28,099,771.43
 Construction of three independent building that housed: 1.
 State Insurance Fund 2. Justice Department and 3. Judicial Center Together with its site infrastructure and surfaced parking lot.

ACADEMIC PROJECTS

 2011 – Auditorium for Colegio San José, Rio Piedras \$4,500,000.00



TOTAL YEARS
EXPERIENCE
49

LANGUAGE CAPABILITIES
Spanish / English



HEALTHCARE PROJECTS

 1995 – State Insurance Fund Building Ponce Regional Office, Ponce \$7,045,881.98

HIGH RISE PROJECTS

■ 1992 - Quintavalle Condominium, Tower I & II, Guaynabo \$7,973,199.96

INSTITUTIONAL PROJECTS

 1997 – Bayamón Correctional Facilities "501", Bayamón \$24,361,311.75

UNIFAMILIAR LOW INCOME PROJECTS

- 1993 Las Leandras, Humacao \$2,400,000.00
- 1992 Zarzal III Development, Rio Grande \$4,926,552.50
- 1991 Roberto Clemente Development, Carolina \$3,306,543.72
- 1989 San Antonio Complex, Humacao, Carolina \$9,695,886.49

UNIFAMILIAR PROJECTS

- 2008 Estancias del Bosque \$26,759,781.18
 Construction of 117 middle income housing units.
- 2002 Las Veradas Cluster I & II, Gurabo \$29,313,265.05
 Construction of 271 individual house units and its site work.
- 1999 Valles del Lago Development Phase I, Caguas \$16,682,545.83
 Construction of 87 single housing units and its related site and offsite work.
- 1995 Valles de San Luis Development Phase I \$17,749,821.75
- 1994 Bairoa Golden Gate II, Caguas \$13,721,179.61
- 1991 Húcares III Development, Naguabo \$5,552,820.99
- 1991 Quintas Reales, Guaynabo \$16,412,541.78
- 1988 QuinBairoa Golden Gate I \$4,270,000.00

VILLAS PROJECTS

 1994 – Río Mar New Village Development Cluster No.4, Rio Grande \$14,689,218.82

WALK-UPS LOW INCOME PROJECTS

 1995 - Jardínes de Loíza Apartment Complex, Loíza \$3,426,485.00



WALK-UPS PROJECTS

- 2000 Fontainableu Village, Guaynabo \$8,420,623.96
 Construction of walk-up residential complex of 85 apartments, communal areas, buildings & facilities & site improvements.
- 1982 to 1987 Partner at Excavaciones y Relleno, Venezuela, SA. —
 Site Work, Civil Work and Earth Movements

Partner at Sardi-Pompei Ingeniería, Venezuela, SA. – Design and Site Works

1980 to 1982 Conduit – Spearin JV, Cataño, PR - Heavy Constructions

Project Superintendent at Bayamón Regional Sewer Plant land combined Outfall of 120" R.C.P.

1979 to 1980 Tito Castro Constructions, Ponce, PR - General Contractors

Project Engineer at Upper Bucana Channel Improvements for the U.S. Army Corps of Engineers

- 1976 to 1979 Detur, C.A. Venezuela, SA. Developer
 Engineer Director at El Morro Tourism Complex
 (Simultaneous tourist development of approximately
 2,000 acres.)
- 1973 to 1976 F&R Construction Corp., San Juan, PR General Contractors

Project Engineer at Isleta Marina Apartment Complex, Fajardo, Puerto Rico

1973 Development Corp. of Puerto Rico - General Contractors & Developers

Regional Manager – (Design, Construction & Sales) at Jardínes del Caribe, Villas del Rey and Casamía, singles houses projects, Ponce, Puerto Rico

1972 Project Manager – VI-118, VI-123 Housing Complex for U.S.V.I. Housing Authority Estate Humbung II Modular Housing Complex for Hess Oil Company, St. Croix, USVI

1971	Plant Production Manager – PR Habitat Modules production line, Carolina, PR
1971	Plant Engineer – Quality Control, Design & Material approval for Pre-Fabricated Modular Plant, Carolina, PR
1970	Applying Engineer – Design and Optimize construction methods and adequate tooling mechanisms for a feasible concrete modular housing system.
1970	Gabriel Fuentes Jr. Construction Co General Contractors & Pile Driving - Project Manager
1969	Project Engineer – Project Superintendent for all projects.



Alberto Ledesma - Cancio, MSCE, PE

Lead Construction Manager

In this capacity, as Lead Construction Manager, Alberto will be responsible to coordinate compliance of the design with the scope of work required by PRDOH. In the construction phase he will coordinate the day to day activities with Project Superintendent and all sub-contractors on project site. He will oversee project schedule, costs, document control and all administrative tasks related to the construction phase of the Project. He will assure to meet the expected quality standards for a project of this nature and delivery of the units within the contracted time.

ACADEMIC PROJECTS

 2012 – New Vocational School Canóvanas, Puerto Rico. \$20,269,665.00

This is a design build project to construct a new school for student's grade 10-12th. The school will provide an academic building, community pavilion, a kitchen and dining building, a vocational building, a coop structure, and entrance canopy, gazebos and a guard house.

 2004 – New School of Architecture and Fine Arts Building, San Juan, Puerto Rico \$22,226,838.85

Construction of the new school of architecture and the department fine arts at the Rio Piedras University Campus.

HOSPITALITY PROJECTS

 2010 – La Concha Condo – Hotel & Parking Facilities, Condado, San Juan, Puerto Rico \$57,370,500.00

Project consists of a reinforced concrete structure with a parking garage on the first six levels with a total of 557 parking spaces. Above the parking garage, an eight stories Condo Hotel Tower which includes 228 guestroom suites.

Awards: Premio Obras CEMEX Puerto Rico in August 2010; for Commercial/Industrial category.

1997 – Embassy Suites Hotel, Isla Verde, Carolina, Puerto Rico \$19,550,000.00

Project consists of the construction of a hotel building complex consisting of an eight story closed atrium structure with 300 rooms and 14 conference rooms, a parking building of 311 spaces and all site and offsite electric improvement works.

WORK EXPERIENCE

F&R Construction Group, Inc.

San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer, University of Puerto Rico Campus at Mayagüez, Puerto Rico

M.S. Structural Engineer, Georgia Institute of Technology, ATL, Georgia

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 7,718

PROFESSIONAL ASSOCIATIONS

- College of Engineers and Land Surveyors of Puerto Rico
- Trustee F&R Group Profit Sharing Retirement Plan
- Board of Directors at Baldwin School of Puerto Rico

YEAR JOINED FIRM 1977

TOTAL YEARS
EXPERIENCE
40

LANGUAGE CAPABILITIESSpanish / English



SPORTS FACILITIES PROJECTS

- 2007 San Juan Natatorium, San Juan, Puerto Rico \$26,015,282.23 Construction of the San Juan Natatorium that houses an Olympic pool and four diving pools, bleachers, gym, locker rooms, machine rooms in the existing Central Park.
- 1979 Pedrín Zorrilla Coliseum, Hato Rey, San Juan, Puerto Rico

PUBLIC WORK PROJECTS

- 2018 Present Contract for Construction Repair Work -STEP, Eastern Area, PR \$250,000,000.00
 FEMA Disaster Recovery Program - Sheltering and Temporary Essential Power Program.
- 2004 Puerto Rico Convention Center, San Juan, Puerto Rico \$17,650,000.00
 Earthwork, Foundations, and Concrete work.
- 1980 General Services Facilities Building, San Juan, Puerto Rico \$2,150,505.00
- 1977 San Juan Municipal Mausoleum, San Juan, Puerto Rico \$1,839,000.00

CORPORATE PROJECTS

 2000 - Plaza Las Americas Shopping Center Expansion: South Deck Parking, San Juan, Puerto Rico \$17,713,794.13
 Construction of South Deck Parking Building at Plaza Las Américas Shopping Center approximately 3,000 parking spaces.



- 1993 McConnel Office Interiors, Hato Rey, San Juan, Puerto Rico \$4,902,401.33
- 1993 Muñoz Rivera 270, Hato Rey, San Juan, Puerto Rico \$19,195,000.00
- 1978 Puerto Rico Products Warehouse, Bayamón, Puerto Rico \$1,183,000.00



HEALTHCARE PROJECTS

 2017 – UPRCCC New hospital facility for the UPR Comprehensive Cancer Center, San Juan, Puerto Rico \$135,648,720.00

The Comprehensive Cancer Center of the University of Puerto Rico consists of a 10 story structural steel and precast concrete façade building for a state of the art Cancer Treatment facility in coordination with MD Anderson. With an area of approximately 300,000 square feet it includes a considerable amount of exam rooms, 96 patient beds, operating rooms, MRI room, CT Scan, Pet Scan and many other cancer treatment related facilities. This has been one the most important and expensive governmental job ever constructed in Puerto Rico, and is expected to serve not only on the Island of Puerto Rico, but also the Caribbean zone.

- 1985 Wilma N. Vázquez Memorial Hospital, Vega Baja, Puerto Rico \$5,590,000.00
- 1983 Diagnosis Center at Luis Llorens Torres, San Juan, Puerto Rico \$2,179,375.00

HIGH RISE PROJECTS

 2008 – Mirador del Parque Condominium, Hato Rey, San Juan, Puerto Rico \$32,762,509.44

Construction of two condominium tower with a total of 121 apartments with multi deck parking building.

- 1994 Playa Serena Condominium, Carolina, Puerto Rico \$12,679,656.22
- 1990 San Miguel Tower, Guaynabo, Puerto Rico \$6,179,084.59
- 1988 Washington Plaza Condominium, Santurce, San Juan, Puerto Rico \$2,012,968.00
 - 1998 King's Court Plaza Condominium, Santurce, San Juan, Puerto Rico \$4,900,000.00
 - 1988 The Ashford Plaza Condominium, Condado, San Juan, Puerto Rico \$2,878,000.00



INDUSTRIAL PROJECTS

- 1986 Upjohn inter-American Distribution Center, Dorado, Puerto Rico \$922,781.00
- 1980 Borden Products Warehouse & Office Extension, Bayamón, Puerto Rico \$733,000.00

INSTITUTIONAL PROJECTS

2001 - Puerto Rico Museum of Art, Santurce, San Juan, Puerto Rico \$38,315,572.40

Renovation and modernization of a hospital into the Museum of Art in Santurce and the construction of 3 underground parking decks.

RESIDENTIAL UNIFAMILIAR LOW INCOME PROJECTS

1991 – La Madelaine Development, Toa Alta, Puerto Rico \$9,343,069.21

RESIDENTIAL UNIFAMILIAR PROJECTS

- 1997 Villas Reales Development, Phase II, Guaynabo, Puerto Rico \$1,474,572.21
- 1995 Villas Reales Development, Phase I, Guaynabo, Puerto Rico \$7,291,534.00

VILLAS PROJECTS

■ 1992 – Lakeside Villas; The Greens, Vega Alta, Puerto Rico \$10.994.000.00

RESIDENTIAL WALK-UPS PROJECTS

- Present Puerta de Tierra Revitalization Project, San Juan, Puerto Rico. \$27,080,000.00
 - A "Guaranteed Maximum Price" that consist of 174 new apartments subdivided in 13 buildings.
- 1998 Alborada Condominium, Bayamón, Puerto Rico \$16,458,317.00
- 1997 Altos Reales Condominium, Guaynabo, Puerto Rico \$2,310,000.00
- 1990 The Falls, Guaynabo, Puerto Rico \$5,807,141.81



Ángel E. Torres

Lead Safety Manager

In this capacity, as Lead Safety Manager, Ángel will be responsible to ensure compliance compliance of the OSHA requirements and Occupational Safety required by PRDOH. He has strong knowledge in Occupational Health, Safety and Environmental Techniques. Experienced Safety Supervisor with a zero accident mentality and a keen eye in identifying troubled areas through careful examination. Highly motivated and hard working. Ability to solve problems and manage tasks in a timely efficient manner.

17 years of experience in the Pharmaceutical Industry Smith Kline & Beechan and eighteen years in the construction industry. Knowledge in laws and regulations of FDA & OSHA requirements.

SUMMARY OF QUALIFICATIONS:

- OSHA OUTREACH TRAINER
- COMPETENT PERSON TRENCHING & EXCAVATION
- COMPETENT PERSON CONFINED SPACE
- COMPETENT PERSON SCAFFOLDS
- COMPETENT PERSON FALL PROTECTION
- COMPETENT PERSON RIGGING
- COMPETENT PERSON STEEL ERECTION
- HAZARD COMMUNICATION
- RESPIRATOR TRAINING INSTRUCTOR
- FIRE PROTECTION
- LOCKOUT & TAGOUT
- CRANES
- FOCUS INSPECTION
- BLOODBORNE PATHOGENS
- CPR/FIRST AID CERTIFICATION
- RCRA/HAZARDOUS WASTE MANAGEMENT REGULATIONS
- SAFETY LEADERSHIP TRAINING FOR INSTRUCTORS
- MANAGEMENT OF GAS CYLINDERS
- SAFETY MANAGEMENT FORUM
- TAPROOT TRAINING (INCIDENT INVESTIGATION REPORT)
- KNOWLEDGE IN MICROSOFT WORD, EXCEL, POWERPOINT

WORK EXPERIENCE

2006 to Present as HSE Coordinator Bermudez, Longo, Diaz-Masso, LLC

2005-2006 Díaz Massó, Inc. at Amgen Pharma as Safety Supervisor

2004-2005 Mar-Land Industrial Contractors Inc at Eli Lilly Pharma, Dry Kit 3 as Safety Supervisor

2004

SKANSKA USA at Amgen Pharma as Safety Coordinator

2002-2004

Flour Daniel Caribbean, Inc at Eli Lilly Pharma, Humalog as Project Safety Technician II

1999-2002

IPR Pharma, CTF Phase I, CTF Phase II as Safety Technician I

EDUCATION

Bachelor in Sciences Interamerican University of Guayama, Puerto Rico

YEAR JOINED FIRM 2006

TOTAL YEARS EXPERIENCE

LANGUAGE CAPABILITIES
Spanish / English



Jaime Ramos Sierra, PE

Project Superintendent Lead Quality Manager

Since joining the Firm in 1994,Mr. Ramos has been responsible for the quality control issues during construction, project closeout and warranty phases as well as for the coordination of drawings, quality control submittals, quality requirements, testing procedures, equipment starts-ups, quality control inspections and mock-ups for many residential projects throughout the island. As Lead Quality Manger, Mr. Ramos will work together with the Senior Project Manager to control the quality control and quality assurance aspects pf the R3 Program. Mr. Ramos will manage quality control and warranties to ensure PRDOH quality standards and final end user satisfaction is being met or exceeded.

HOSPITALITY PROJECTS

- 2016 2017 San Juan Beach Hotel, San Juan \$14,000,000.00
- Remodeling of hotel with 96 rooms, restaurant, ballroom, gym and infinity pool.
- 2008 2010 Sheraton Hotel Puerto Rico Convention Center, San Juan \$117,500,000.00
- Construction of hotel with 500 guest rooms, casino, outdoor pool, restaurants, fitness and spa and parking structure for 398 cars. First LEED Certified hotel in the Caribbean.
- 1997 Embassy Suites Hotel, Isla Verde \$19,550,000.00

PUBLIC PROJECTS



- 2018 to Present Contract for Construction Repair Work STEP, Eastern Area, PR \$250,000,000.00 FEMA Disaster Recovery Program – Sheltering and Temporary Essential Power Program.
- 2014 2016 UPR Comprehensive Cancer Center, San Juan \$131,085,940.00 Construction of Hospital for cancer treatment. LEED Certified.
- 2011 2014 Judicial Center, Caguas \$97,096,662.57.

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer, Polytechnic University of Puerto Rico, San Juan, PR

Associate Degree in Civil Engineering and Surveying & Highway Design, Technological University College, Bayamón, PR

PROFESSIONAL CERTIFICATION

- 30-hour OSHA Training Course in Construction Safety & Health
- Concrete Inspection Seminar
- Minimum of 10 credit hours per year in diverse themes and subjects
- Project Management and Control with Primavera Contract Manager

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 14685



- Construction of a 37 Court Rooms building with 32 holding Cells, office space and a 5 level Parking Building.
- 2005 2008 Plaza AEELA, Hato Rey \$44,763,815.81
 Construction renovation and expansion of the existing office building & parking lot.
- 1998 2000 Judicial Center, Justice Department and State Insurance Fund Building, Fajardo \$28,099,771.43. Construction of three independent building that housed: 1. State Insurance Fund 2. Justice Department and 3. Judicial Center Together with its site infrastructure and surfaced parking lot.
- 1996 Wackenhut Correctional Facilities, Bayamón \$24,361,312.00

UNIFAMILIAR PROJECTS

1996 - 1997- Tropical Courts Residential, Cupey \$7,200,000.00

ESTIMATOR

• 1994 - 1996, 1999 - 2005 and 2010 - 2011 - Various Projects

PROFESSIONAL ASSOCIATIONS

 College of Engineers and Land Surveyors of Puerto Rico

YEAR JOINED FIRM 1994

TOTAL YEARS EXPERIENCE 24

LANGUAGE CAPABILITIES Spanish / English



Manuel J. Fullana - Morales, PSSP, CPESC

Partner – Treasurer Lead Warranty Manager

Since 2010 Mr. Fullana has been in charge of Project Scheduling and Environmental Compliance for F&R's construction projects. Mr. Fullana will work together with the Senior Project Manager to control the final turn over and warranty phase of the projects and will assure that closeout and warranty issues during the closeout and warranty phases is completed properly with no harm to the PRDOH. Mr. Fullana will manage quality control and warranties to ensure PRDOH quality standards and final end user satisfaction is being met or exceeded.

Mr. Fullana has been responsible for analyzing warranty claims, issuing reports, handling customer complaints, collaborating with manufacturers, and reporting to senior management. Developed and managed the warranty process for new clients to ensure that internal and client-specific processes are followed, minimizing unexpected warranty expense and improving client satisfaction. He participates in construction and warranty meetings to proactively address issues as well as communicate victories.

2002 to Present - Project Manager F&R Construction Group, Inc. CORPORATE PROJECTS

- **2005** Maramar Plaza, Guaynabo \$14,263,402.20 Construction of office building and parking structure. Owner: Maramar, S.E., Mr. Radamés Matos (787) 790-8888
- 2012 Summitt Building, San Juan \$750,000.00 Renewable Energy Project for the installation of 122kw solar panel rooftop in an existing office building.

HIGH RISE PROJECTS

 2007 to 2009 – Acqualina Condominium, Guaynabo \$14,240,275.98

Construction of 52 apartments units with club house, parking building garage and guardhouse.

Owner: P.D.C.M. Associates, S.E., Mr. David Kopel (787) 701-6090

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

B.S. Civil Engineer, Rensselaer Polytechnic Institute Troy, New York, NY - 1997

M.S. Civil Engineer, University of Florida, Gainesville, FL - 1998

PROFESSIONAL REGISTRATION

Commonwealth of Puerto Rico License No. 17,746

PROFESSIONAL ASSOCIATIONS

- Planning & Scheduler Professional, Association for the Advancement of Cost Engineering -AACE #53466 PSP
- College of Engineers and Land Surveyors of Puerto Rico – CIAPR #17746 PE
- Association General Contractors (Puerto Rico Chapter)
- Certified Professional In Erosion and Sedimentation Control – EnviroCert #8168 CPESC



WALK-UP VILLAS

 2006 to 2009 – Puerta del Mar, Aguadilla \$22,890,000.00 Construction of 160 private villas with parking facilities and guardhouse.

PUBLIC PROJECTS

 2010 to 2011 – Aquasol – Water Park, Carolina \$3,786.,000.00

This project consist of three main fountains, pool with water features for children, and finishing, sidewalk areas that were left by previous contractor. Pump rooms for fountains and pools were also included as well as complete redistribution of existing electrical site works.

Owner: Municipality of Carolina., Mr. Roberto Valles

(787) 757-2626

 2006 to 2008 – Onofre Caballeira Sports Complex Multilevel Parking Deck, Phase I, Bayamón \$9,139,680.06 A parking garage with capacity for 850 vehicles, distributed in four stories. This parking structure was built using cast in place method.

Owner: Municipality of Bayamón, Hon. Ramón Luis Rivera (787) 780-5552

1998 to 2002 – Project Engineer

F & R Contractors Corp.

HIGH RISE PROJECTS

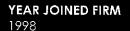
2002 - Mar y Mar Condominium, Condado \$14,372,058,57 Construction of 23 apartments building in a 13 story building

Owner: Desarrollos Mcleary 1754, Inc., Mra. Marimar Pérez Rivera (787) 722-6319

UNIFAMILIAR PROJECTS

- 2002 Las Veredas Cluster I & II, Gurabo \$29,313,265.05 Construction of 271 individual house units and its site work.
- 1999 Los Montes Development Phases I & II \$15,926,982.00 Construction of 201 individual detached units, site, & offsite

works.



TOTAL YEARS EXPERIENCE

LANGUAGE CAPABILITIES Spanish / English



Judith M. Monrouzeau, PHD, SPHR, CSP-SHRM

Human Resources Lead Manager

High-performing and hands-on Human Resource & Organizational Development Executive with proven track record on strategic workforce planning and talent management. Comprehensive background in diverse industries including engineering, project construction, recycling and environmental management, remediation, real estate, public housing administration, food and beverage, recruiting, outsourcing, government grants contracts and higher education. Strong interest in technology based and innovative delivery systems.

- HRM/Business Alignment
- Organizational Culture
- Talent Acquisition
- Compensation & Benefits
- Employee Relations
- EEO, OFCCP, APP
- KPI, HR and EHS Metrics
- Regulations & Compliance
 HR Audits & Improvements
- Liability Prevention

- Organizational Development
- Performance Management
- Strategic Planning
- HR Audits & Improvements
- Section 3 compliance
- Diversity and Inclusion
- Environmental Health & Safety

- Coaching and Motivation

HIGHLIGHTS

- Drives company's vision and culture where employees become committed process agents with greater engagement and accountability to provide new ideas and improve productivity.
- Provides extraordinary results for leading and turning around distressed organizations while eliminating long-term problems and fostering solutions that improve operational efficiency.
- Skilled in overcoming complex business challenges by making decisions using analytical judgment, strong work ethics, and irreproachable integrity.
- Respected proponent of diversity, innovation, empowerment and accountability.
- Skilled at leveraging firms' core strengths and resources while developing top-performing, multi-discipline functional and syneraetic teams.
- Directs cross-functional teams using interactive and motivational leadership that spurs people to willingly give over their 100% effort and loyalty.

WORK EXPERIENCE

Bermudez, Longo, Diaz-Masso, LLC San Juan, Puerto Rico

EDUCATION

- Interamerican University, San Juan, PhD in Entrepreneurial and Managerial Development Mayor in HRM and International Business
- Capella University, Minneapolis, MN MS in Human Resource Management
- Interamerican University, San Juan,

MA in I/O Psychology

- University of Puerto Rico, Mayagüez Campus
- BS in Biology Science

YEAR JOINED FIRM 2016

TOTAL YEARS EXPERIENCE

LANGUAGE **CAPABILITIES** Spanish / English



PROFESSIONAL EXPERIENCE

BERMÚDEZ, LONGO, DÍAZ MASSÓ, LLC, San Juan PR
 April 2016- Present

 Executive Director, HR / Compliance Department

Lead all strategic activities and functions of the HR and Safety departments for over 650 employees in Puerto Rico. Turnaround HR, Safety and Organizational Development process to assure company efficiency and talent surplus. Provide HRM and business alignment, executive and management coaching, compensation assessment, benchmarking and design, documents review, manuals, policies and procedures, job descriptions, contracts of employment, conflict and disciplinary issues, performance issues, issue resolution, compliance training, liability prevention, affirmative action plan, OFCCP, EEO, Davis Bacon Act, and Section 3 compliance. Design and implement BLDM University and company wellness program.

- Designed, implemented and manage a BLDM University as a Leadership and Career Development Program to foster organizational leadership and knowledge management.
- Trained over 50 Engineers in Professional Project Management 35 hour course, and 60 high potentials in Leadership and Managerial Skills in a 60-hours/10 modules.
- Designed and implement a successful BLDM's Wellness Program that includes an annual Family Health Fair with 60 exhibitors and services free of cost for employees and their families.
- Restructured and centralized talent acquisition processes, helping company to attract difficult and scarse professional and skilled labor.
- Developed and implemented the organization AAP and Women Diversity and Inclusion Program successfully, hiring over 87 women for skill labor jobs in 18 months.
- Implemented an HRIS (CATTS) for streamline employment applicant tracking.



MER GROUP, Ceiba PR

August 2015- April 2016 Chief of People

Provide executive leadership and supervision for all human capital and environmental and safety functions for over 15 managers and 850 employees. During business startup created all company Human Resources, Payroll, and Safety, SOP's, policies, forms, manuals, and job descriptions, etc. Provide training to all employees and managers.



GRUPO CPM, Guaynabo PR

July 2012- July 2015 HR Executive Director

- Lead all strategic activities and functions of the HR department for over 165 employees in Puerto Rico and Panama. Leverages human capital while motivating the team to perform at optimal levels. Collaborates in new business development and short/long-term corporate strategic planning, including project management, budgets, and forecasts. Leverages HRM, HRD and OD expertise to champion positive change and constant business improvement. Promotes continuous professional growth through employee training and development programs fostering motivation and multiple functions. Support and coach managers in delivering performance management programs.
 - Designed, implemented and manage a CPM Academy as a Leadership and Career Development Program to foster organizational leadership and employees' potential. Also, established a collaborative alliance with the PR Engineers and Surveyor's Guild (CIAPR) and certified the program as a certified provider to grant continued educational credits.
 - Trained over 100 out of 154 Engineers in Professional Project Management 45 hour course, and 25 high potentials in Leadership and Managerial Skills in a 60-hours/10 modules.
 - Designed and implement an innovative Internship and Scholarship program in collaboration with four mayor Universities.
 - Designed and implement a successful CPM's Wellness Program
 that includes an annual Family Health Fair with over 40
 exhibitors and services free of cost for employees and their
 families.
 - Restructured recruitment and selection process, supervising the talent acquisition for several clients in the pharmaceutical, manufacturing, and government industries.
 - Developed and implemented the organization AAP.
 - Implemented an HRIS (TALEO) for Performance Management to streamline processes and increase customer service to staff.
- AMERICAN MANAGEMENT & ADM. CORP., San Juan, PR

1997-July 2012 Executive Vice President (2008-2012); Operations and HR Director (2000-2008) HR Coordinator (1997-2000)





As HR executive: Provide leadership and support for the matrix company and several divisions and business. Oversee 700 employees, 11 direct reports and 33 projects around the Island. Design HR department policies and procedures in compliance with federal and state labor legislation, create job analyses, job descriptions, employee file system, HRIS, HR metrics, and competitive compensation and benefits programs. Provide HR strategic consultation to managers and directors. Formulate and conduct orientation and training programs.

As a Business Executive: Serve on the Leadership Board for advising and conduct on business start-ups, business strategy, creating the strategic focus, and negotiating franchise agreements, and developing business plans. Also serve as the company Ethics Compliance Representative. Participate in business strategic planning, performing business analysis, forecasts, benchmarking, metrics, and performance reports. Participate in operational and financial audits with CPA firms. Also:

- Created a strategic recruitment process that reduced time to placement and relative cost.
- Cut unemployment and legal claims through training, administration of corrective action programs, and management of business ethics, employee relations and employment law concerns (liability prevention and investigations).
- Increased employee retention 40% by improving recruitment and selection process.
- Designed and managed the successful employee development plan and succession plan to transfer knowledge from one generation of workers to another while facilitating the transitions of new leaders.
- Championed new company culture that fostered high ethics, greater employee empowerment, and improved regulatory agency audits.
- Increased agency performance level from D to A, by coaching managers through performance management program, replacing employees with superior talent, analyzing employee performance effectiveness, and identifying critical success factors. Implemented new operating manuals and SOPs; contributed to company-wide strategic planning to produce new mission and vision statement, company values, and roadmap to organizational competencies.
- Strengthened community relations by motivating employee participation in volunteer programs. Created and delivered community training covering business development, peaceful communities, and resource management.



CERTIFICATIONS:

- 30 hrs. Construction Safety and Health (OSHA)
- Senior Professional of Human Resources (SPHR), by Human Resources Certification Institute (HRCI)
- Certified Senior Professional (SCP-SHRM) by Society of Human Resources Management
- Corporate, Executive and Organizational Coaching Certification, Universidad de Puerto Rico
- Professional Project Management 35 Hrs. Training Course, PRIMEX.
- Compensation and Benefits Management, Master Certificate, IES

AFFILIATIONS & COMMUNITY SERVICE

Association for Talent Development (ATD-PR, National Power

CERTIFICATIONS:

- 30 hrs. Construction Safety and Health (OSHA)
- Senior Professional of Human Resources (SPHR), by Human Resources Certification Institute (HRCI)
- Certified Senior Professional (SCP-SHRM) by Society of Human Resources Management
- Corporate, Executive and Organizational Coaching Certification, Universidad de Puerto Rico
- Professional Project Management 35 Hrs. Training Course, PRIMEX.
- Compensation and Benefits Management, Master Certificate, IES

AFFILIATIONS & COMMUNITY SERVICE

- Association for Talent Development (ATD-PR, National Power Member), Board Member, since 2015; Vice-president 2016; President Elect 2018
- Society for Human Resources Management (SHRM, National and chapters in PR and CFHRA)
- Asociación de Profesionales de Relaciones Laborales de Puerto Rico (APRL).
- Cámara de Comercio de Puerto Rico (CCPR)
- Asociación de Industriales de Puerto Rico.
- Member), Board Member, since 2015; Vice-president 2016; President Elect 2018
- Society for Human Resources Management (SHRM, National and chapters in PR and CFHRA)
- Asociación de Profesionales de Relaciones Laborales de Puerto Rico
- Cámara de Comercio de Puerto Rico (CCPR)
- Asociación de Industriales de Puerto Rico.



Linette Suárez Burgos

Human Resources Manager Lead Human Resources Manager

Linette Suárez Burgos, as Human Resources Manager of F&R, is in charge of the Human Resources Department where she has fully committed to the concept and practice of equal opportunity and affirmative action. It is the policy not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application, procedures, hiring upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions or privileges of employment, provided the aualified. with or without individual reasonable accommodations, to perform the essential functions of the job.

2008 to present – Human Resources Manager

- Implement and ensure compliance with all policies:
 Sexual Harassment, Drugs, Domestic Violence, Family
 Medical Leave Act, EEO, PAA, etc.
- Dispatch forms of Human Resources to all the secretaries of the projects, especially new ones, and train them on the procedure to be followed.

2000 to 2008 – Human Resources Specialist

 Supervisor: Néstor A. Amador Chacón, CPA, Esq. and Ms. Ayra L. Toro

1994 to 2000 – Administrative Assistant - Estimate & Purchases Department

Supervisor: Mr. José M. Fullana Olivencia

1988 to 1994 - Office Clerk

Supervisor: Alberto Ledesma Cancio, PE

WORK EXPERIENCE

F&R Construction Group, Inc. San Juan, Puerto Rico

EDUCATION

Bachelor's Degree Human Resources Master's Degree Human Resources June 1994

YEAR JOINED FIRM 1988

TOTAL YEARS
EXPERIENCE
30

LANGUAGE CAPABILITIES Spanish / English

PROFESSIONAL CERTIFICATIONS

- Certificate DOL I-9
- Certificate "Ley de Transformación Laboral"
- "Adiestramiento Recursos Humanos" 50 horas
- Paying Employees
 Seminar (Payroll ADP)
- Certificate US DOL Regulations on Federal Contracts
- Certificate"Minimizando Riesgos y Costos"
- Certificate
 Fundamental Issues in
 PR Human Resources
 Law



PROFESSIONAL CERTIFICATIONS

- Certificate "Leyes Laborable sobre el Despido en el Empleo y Manuel de Empleados".
- "Seminario Laboral" "Manejo del Ausentismo"
- Certificate "Responsabilidad Patronal y Cambios en el Diseño Planes Grupales de Salud"
- Certificate "Prácticas sobre Compensación ante legislación del salario mínimo"
- Planning & Scheduler Professional, Association for the Advancement of Cost Engineering – AACE #53466 PSP
- College of Engineers and Land Surveyors of Puerto Rico CIAPR #17746 PE
- General Contractors Association (Puerto Rico Chapter)
- Certified Professional In Erosion and Sedimentation Control EnviroCert #8168 CPESC



Juli

Nestor Amador Chacón, Esq., CPA

Lead Accounting & Legal Manager

Mr. Amador has been responsible to establish, direct, coordinate and administers a plan for the control of financial accounting operations. Responsible for the day-to-day management of accounting operations for the Company, with particular attention to human resources, cash management, general ledger, accounts payable, accounts receivable, payroll and job cost accounting. Reviews, analyzes and interprets all financial and budgetary reports for management to ensure timely and effective decision-making. Establishes major accounting objectives or policies for the organization. Analyzes project cost with operations as to insure accurate financial reporting.

2009 to Present – Chief Financial Officer First Class Chauffeurs, Inc.

2008 to Present – Chief Financial Officer A. Oscar Rivera, Inc.

2008 to Present – Executive Vice-President & Controller F&R Construction Group, Inc.

2004 to Present – General Manager

Summit Partners, S.E.

In charge of supervising the management and operations of The Summit Building which is an 85,000 square feet, four story high office building with surface parking.

2000 to 2008 - Controller

F&R Contractors Corp.

1998 to 1999 – Lawyer

General Justice Court

Work at the law clerks panel of the First Instance Court of San Juan assisting in all type of cases and giving special attention to cases related to expropriations.

WORK EXPERIENCE

F&R Construction Group, Inc.

San Juan, Puerto Rico

EDUCATION

BS in Business Administration, Major in Accounting at University of Puerto Rico, San Juan, PR

Juris Doctor at Law School – University of Puerto Rico, San Juan, PR

Master of Law in Taxation at Law School – University of Miami, Miami, FL

PROFESSIONAL REGISTRATION

- Commonwealth of Puerto Rico Lawyer License No. 139,983
- CPA License No. 3866

PROFESSIONAL ASSOCIATIONS

- College of Authorized Public Accountants of Puerto Rico
- College of Lawyers of Puerto Rico

YEAR JOINED FIRM 2000

TOTAL YEARS EXPERIENCE

18

LANGUAGE CAPABILITIESSpanish / English



Carmelo Diaz Lopez

Lead Accounting Manager

In this capacity, as Lead Accounting Manager, Carmelo will be responsible to supervise, track and evaluate day-to-day financial activities. Producing financial reports related to budgets, account payables, account receivables, expenses etc. His collaboration will help us review, monitoring and manage the assigned budgets for each R3 project repairment works and will develop strategies that work to minimize financial risk.

WORK HISTORY

BERMUDEZ, LONGO, DIAZ-MASSO, LLC | CUPEY, PUERTO RICO

- Vice-president of Finance 2000 Present
- Controller 1988 2000

AUXILIO MUTUO HOSPITAL | SAN JUAN, PUERTO RICO

■ Controller - 1975 - 1987

SKILLS

- BUILDING RELATIONSHIPS
- COMMUNICATIONS SKILLS
- DECISION-MAKING
- COMPUTER SKILLS
- PROBLEM SOLVING

WORK EXPERIENCE

1988 to Present as Vice president of Finance Bermúdez, Longo, Diaz-Masso, LLC

EDUCATION

Bachelor Degree in Business Administration with a Major in Accounting | JUNE 1974 University of Puerto Rico, Rio Piedras Campus

Master Degree in Finance and Accounting | JUNE 1984 Interamerican University of Puerto Rico, San Juan Campus

JOINED FIRM

1988

TOTAL YEARS EXPERIENCE 43

LANGUAGE CAPABILITIES
Spanish / English





18

FR-BLDMS



6.3.1 A BRIEF DESCRIPTION OF THE PROPOSER'S OVERALL UNDERSTANDING OF THE GOALS AND REQUIREMENTS OF THE R3 PROGRAM.

On September 20, 2017, Hurricane Maria devastated the island of Puerto Rico. Since then, many residents have struggled with the catastrophic damages caused by the Hurricane, including island-wide power outage that lasted for months for many residents and still ongoing for others, infrastructure damages that are still pending repairs, and housing unit damages that are still affecting tens of thousands of residents in Puerto Rico, among others.

As part of the Island-wide recovery efforts, our team has been involved in the "Tu Hogar Renace" program, as one of the seven main contractors that have provided the services for temporary relief measures to more than 100,000 homes, of which we have been able to perform more than 22,000 of the total homes impacted by this relief effort.

Having been able to participate in the "Tu Hogar Renace" program, our team has seen first-hand the damages that still exist in many of the homes in Puerto Rico.

The goal for the R3 Program is to provide a secure home for those who have not yet been able to move back to their homes, have not been able to remediate the damages caused by the Hurricane, and are subject to future flooding issues and need to be relocated before another catastrophic event, such as Hurricane Maria, impacts Puerto Rico in the future.

For the R3 Programs is important that all Construction Managers implement solutions that are cost effective and forward looking, harness innovative thinking and best practices, and revitalize economic growth. As part of the Recovery goals it is essential to provide an affordable, resilient, energy efficient, and accessible housing. Rebuild infrastructure to meet modern codes and standards, and enforce the laws and regulations governing construction, water supply connections, and electricity metering are a must for the success of the Program, as well as to reduce the number of homes categorized as substandard or informal housing, reduce the number of properties located in flood zones and rebuild a resilient housing infrastructure for Puerto Rico.

We understand that thousands of homes are likely to be impacted by the R3 Program, which includes anywhere from Repairs to existing homes, Reconstructions of existing homes, and Relocations of homes that are currently in floodplains or unstable soils and are substantially damaged. The R3 Program is a long-term program that will likely play out over the next 3 to 5 years, and perhaps even longer.



The R3 Program will require many professionals from many different aspects of a design-build construction project, ranging from licensed architects, licensed engineers, certified personnel, materials testing, materials logistics, construction manpower, procurements and purchasing, permitting, abatements, designs, submissions, warehousing, deliveries, and so on. We are confident that our team has the experience, the local knowledge, manpower and financial requirements to undertake this R3 Program and provide safe homes to thousands of residents who are still struggling to this date with damages in their current homes.



6.3.2 A BRIEF APPROACH TO THE PROPOSER'S GENERAL ADMINISTRATION AND COORDINATION OF THE CONSTRUCTION MANAGEMENT SERVICES EFFORTS UNDER AN ENGAGEMENT WITH THE PROOH.

Key to our project success is the implementation of a Management Approach with clearly defined roles and responsibilities. We ensure that each proposed individual for our Team is assigned a specific role that matches their individual capabilities and technical expertise. This staffing alignment ensures the optimization of the proposed individual's skills and talents and at the same time allows for our combined capabilities to complement each other, enabling the Team to successfully manage the requirements of the full scope of work.

We have assembled a Team of professionals that bring extensive construction knowledge to ensure overall successful completion on-time, within budget and in accordance with all contract requirements and specifications. The combined experience of over ten (10) decades in the construction industry in Puerto Rico, has enable **FR-BLDM** to establish relationships with local subcontractors, while giving us the proven expertise in understanding the government agencies' requirements and procedures in the construction industry in Puerto Rico. This is a fundamental skill and talent unique to this construction Team that no other Proponent could offer the R3 program.

FR-BLDM's approach to Construction Management for the R3 Program is based on carefully analyzing the skills needed to complete a project on time and on budget without sacrificing safety and quality—and then assembling the team to do it right. Throughout our organization, we instill a cooperative, problem-solving approach to overcome challenges and delays that will inevitably occur in a project of this magnitude. This is accomplished through the implementation and enforcement of our proven Management Plan, which has been developed utilizing the knowledge acquired by our companies through the years of successful project completion experience and through the implementation of the lessons learned over time. The Management Plan has been tailored for this Program with the input of all those who have been involved in the current "Tu Hogar Renace" Program. FR-BLDM's Construction Management Team brings first-hand knowledge and a unique understanding of the government needs and standards in disaster recovery efforts, as well as the knowledge of the design/build process in Puerto Rico, with all of the permit and code enforcement requirements that it entails. By partnering with FR-BLDM, PRDOH benefits form the established relationships that we have with the local subcontractor community, ensuring competitive pricing and responsiveness, the involvement of local entrepreneurs into



We have tailored our Project Approach to include key project issues, project staffing, critical deadlines, a communication plan, schedule, safety and quality control appropriate to the Homeowner Repair, Reconstruction, or Relocation (R3) Program's requirements. Each of our key staff has a comprehensive understanding of the program requirements, in each of its components, in order to ensure complete client satisfaction throughout the completion of the project.

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Our experienced Team is aware of the Safety and Quality Control requirements established by the PRDOH, the Green Building Standards requirements that need to be observed and implements during construction, and the importance of complying with all the PRDOH and homeowner's satisfaction.

As with other projects, **FR-BLDM** will work closely with the PRDOH and Program Manager, employees, field personnel, subcontractors, the Call Center Operators, the Environmental Consultant and Cost Estimators among others. Working together from the beginning, we ensure that the PRDOH's Representative, **FR-BLDM**, construction personnel and selected subcontractors have a clear understanding of the project and their responsibilities relating to the each project prior to construction.

We will have a highly qualify construction committee actively involved in all the different phases of the project. This committee will be composed of architects, engineers, permit specialists and mayor subcontractors in a team effort to design and construct the different required houses and repairs.

FR-BLDM is proposing an un-matched pool of subcontractors comprised of skilled subs with extensive construction knowledge and experience working on the Housing Industry, as well as, working with the members of the joint venture through the "Tu Hogar Renace" Program. Being in the construction industry for so long, has given our Team the chance to work repeatedly with the majority of the subcontractors in the island, which has help us create a partnership with them through the years. We have selected the best qualified subcontractors for the job based on their experience in similar projects and their relationship with **FR-BLDM**.

We will have different teams simultaneously working in the three different Single-Family Housing rehabilitation venues:

R1

• **REPAIR** - Homes with an estimated cost of repair less than \$60,000 or 50% of the current assessed value of the home, whichever is less, will be rehabilitated in place.

R2

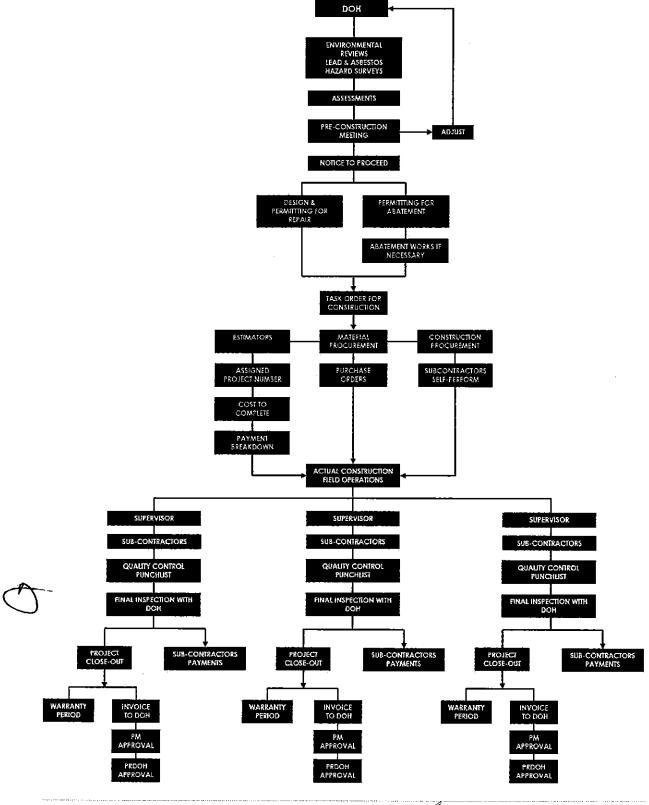
• **RECONSTRUCTION** - Homes not located in the floodplain when the estimated cost of repair is greater than or equal to \$60,000 or 50% of the current assessed value of the home, whichever is lesser; or if a feasibility inspection determines that reconstruction is required.



• RELOCATION - Homes located in the floodplain that are substantially damaged or require substantial improvement will not be reconstructed in place; in these instances, as a condition of remaining in the program, eligible homeowners will be offered relocation to a suitable home outside the floodplain using program assistance.

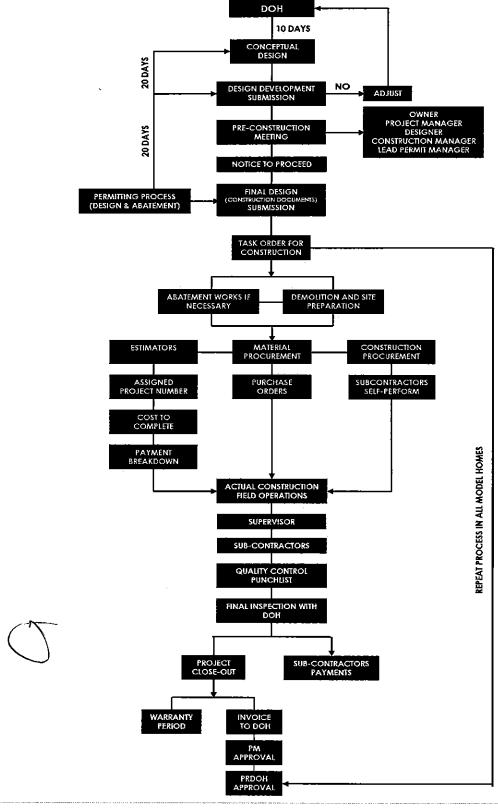
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MANAGEMENT FLOWCHART FOR REPAIR WORKS



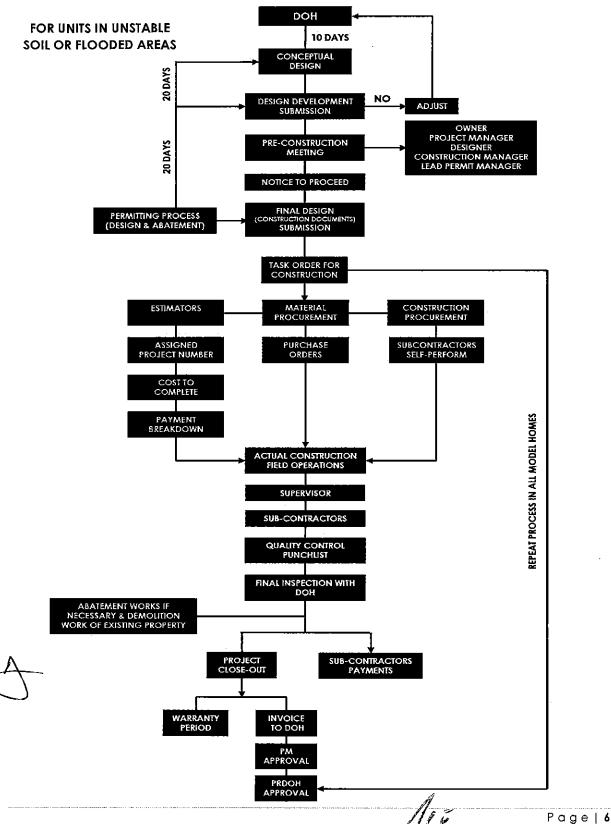


MANAGEMENT FLOWCHART FOR RECONSTRUCTION WORKS - SAME SITE





MANAGEMENT FLOWCHART FOR RECONSTRUCTION WORKS - NEW SITE



6.3.3 A BRIEF DESCRIPTION OF THE PROPOSER'S GENERAL EXPERIENCE AND KNOWLEDGE OF LOCAL STANDARDS OF DESIGN AND CONSTRUCTION REQUIREMENTS IN PUERTO RICO. PROVIDE A DESCRIPTION AS TO HOW THE PROPOSER WILL ENSURE EFFICIENT INTEGRATION OF THE DESIGN AND CONSTRUCTION COMPONENTS OF THE CONSTRUCTION MANAGEMENT SERVICES.

With over 100 years of combined experience between our Team Members with designs, constructions and construction management services in Puerto Rico, our team is highly qualified to be a part of this R3 Program for Puerto Rico's disaster recovery.

FR-BLDM, LLC brings together the local knowledge, experience, and expertise of two highly renowned Puerto Rico based, construction companies: F&R Construction Group, Inc (F&R) and Bermúdez, Longo, Díaz-Massó, LLC (BLDM) as well as the Development expertise of Urbanus Development Corporation (Urbanus).

F&R CONSTRUCTION GROUP, INC.

F&R was founded in 1972 by a group of young, enterprising and dedicated professionals with a solid educational background and an unwavering commitment to assist and support their clients. Since the beginning, **F&R** has played an important role in shaping modern Puerto Rico and helping business partners achieve their goals promptly, efficiently, within budget and on time, building landmarks, and reshaping Puerto Rico's skyline along the way. **F&R's** construction experience includes both, reinforced concrete and/or structural steel buildings, high, mid- and low rise structures, single family, and site development. It also includes experience in design-bid-build projects, negotiated projects and more recently, design-build projects.

Over its more than 45 years of experience, **F&R** has had the opportunity to render services in various market segments, among them, a wide scope of high-end residential projects, as well as high rise condominiums, public interest housing, complex commercial assignments, high rise office buildings, mixed use projects, shopping malls, parking garages, hotels, marinas, manufacturing and pharmaceutical facilities, institutional and government public works, hospitals, museums, sports stadiums, schools and universities, prison complexes, and convention centers, among many others.



F&R has built over 20,000 housing units in low income, mid income individual houses, townhouses, residential neighborhoods, mid-rise condominiums and high-rise condominiums, through Puerto Rico. Together, with Urbanus, its affiliate development companies, **F&R** has been responsible for the successful development of over 2,175 units in Puerto Rico.

F&R is widely recognized as the leading construction organization in Puerto Rico and the Caribbean. **F&R** has received various recognitions from the Island's leading trade organizations, including the Puerto Rico Chapter of the Associated General Contractors



of America (AGC) and the Puerto Rico Chapter of the National Association of Home Builders, also known as the Puerto Rico Builders Association (ACPR). &R promises expertise, competence, dedication, on-time and on-budget delivery and professional solidarity.

BERMÚDEZ, LONGO, & DÍAZ-MASSÓ

BLDM is one of America's leading specialty construction companies. The company was incorporated in 1962 as Bermúdez & Longo Inc., in San Juan, Puerto Rico, became a special partnership in 1992, and evolved into Bermúdez, Longo, Díaz-Massó, LLC in 2007. A progressive and innovative company, **BLDM** currently is responsible for over 800 employees in a direct and indirect capacity. For more than half a century BLDM, LLC has been involved in the construction work, providing a range of services to both domestic and international clients. The company has earned its reputation for integrity and professionalism across all major sectors with tailored services to suit each project or client. As electrical and mechanical contractors, **BLDM** performs annually over one hundred million dollars of work in projects of widely varied sizes and degrees of complexity. Leaders in the field, BLDM's work is characterized by the smooth flow of the projects resulting from expert management and capable supervisory personnel combined with well-trained field crews. Our staff is well-known in the industry for the assistance rendered in the preliminary stages of the projects design analysis and cost evaluations. The company is engaged in a variety of industrial and commercial projects, from housing to commercial developments, from institutional buildings to industrial facilities. BLDM, LLC also performs a considerable amount of infrastructure projects while serving the local utilities and telecommunication industry.

After Hurricane Maria hit the island, **BLDM Team Members**, immediately had all of their specialized and qualified personnel including linemen, supervisors and engineers, diligently working in the prompt reconstruction and restoration of all the utilities' infrastructure.

With over 1,000 people in the field, **BLDM** sourced personnel all over the island working 16-hour daily shift for local utility authorities like PREPA, PRASA, other governmental agencies and municipalities, and also some private service providers. **BLDM** main goal was to promptly restore the power, communication infrastructure and water distribution to all customers in all the assigned areas throughout the entire island.

BLDM used their skills, expertise and resources to rehabilitate major components of PREPA Power Transmission and Distribution System infrastructure including 38KV and 13.2KV overhead lines, electrical substation, and generation units along with their downstream distribution lines. Also, our team work in the restoration of the standard cell or landline telecommunications infrastructures. In addition, **BLDM** worked in the different PRASA Water Plants to restore the potable and sanitary system in the Metro Region of the island.

URBANUS DEVELOPMENT CORP.

Urbanus is a full service single family and multifamily residential development firm based in San Juan, Puerto Rico. With 14 years of experience specializing in the low-income single

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family, and mid high-income single family and multifamily market, the principals of **URBANUS** have completed the acquisition, development and redevelopment of over 2,175 residential units in Puerto Rico. Each development is strategically positioned to offer a high-quality, intimate living experience for the families in Puerto Rico.

Since our beginning in 2004, we have played an important role in building communities to provide safe and decent homes. **URBANUS** is comprised of specialized professionals in the architecture, real estate, engineering and permit industry. The proper coordination between all trades of the development scenario; design, permits, financing, construction, sales and final delivery, is key to the success of a development. **URBANUS**' mission is to excel in all of our real estate endeavors, while maintaining the company's core values of respect and integrity. By maintaining the unique diversification among our distinct real estate businesses, we remain committed to our vision of a higher standard in building new homes, land development, and community revitalization. **URBANUS** is passionate about our industry and care about the relationships with our partners, investors, and customers. Each day we strive to positively contribute to the communities in which we build, improve, and continue to serve.

FR-BLDM, LLC

F&R and **BLDM**, through their new corporation **FR-BLDM**, **LLC**, have come together once again to make a better Puerto Rico. Together, **F&R** and **BLDM** bring unsurpassed local experience to the local market in Puerto Rico. Having worked together over many years in many diverse projects in Puerto Rico, and most recently in the "Tu Hogar Renace" Program, this is the "Go To" Team for anyone who is looking for quality, innovation, management, safety, reliability, on-time and on-budget delivery in their projects; as well as full client satisfaction from start to finish and beyond.

The combined expertise created by **FR-BLDM** will fully cover PRDOH's expectations to ensure the successful execution of this critical program in a timely manner. Both companies have the experience, the proven knowledge and the expertise necessary to start and complete a construction project with such a big logistical challenge and of this magnitude in Puerto Rico, within time and on-budget. **FR-BLDM** have a track record in the completion of time sensitive projects, where the quality of the project has never been compromised by the time constraints imposed by the client, because of a coordinated team effort.



FR-BLDM have the expertise to deal with the local trade unions that exist within the construction industry in Puerto Rico, as well as the expertise to work around all the obstacles that are going to occur in the Homeowner Repair, Reconstruction, or Relocation Program, which will be unique, because of the scope and size of the project. The project is not a normal day-to-day construction project, which if not dealt with properly and in a timely manner, could hinder the final outcome of the project. Obstacles such as labor and material shortage, permit coordination repair design issues, among others, are issues that need to be addressed in a promptly manner, with a well thought out plan and careful



coordination between the stakeholders, so as to overcome them before they can affect the schedule and/or the quality of the final outcome of the project.

The vast experience of **FR-BLDM** in residential housing projects includes construction of high-income housing developments, medium-income housing, low-income housing, midrise and high-rise. In addition, **FR-BLDM** have also work directly with the DOH during the past 10 years in the rehabilitation of public housing projects impacting over 575 units. Projects such as: Jardines de Guanica in Guanica (124 units); Narciso Varona in Juncos (172 units), Alturas de Cupey in San Juan (96 units) and Rafael Hernández in Mayaguez (190 units). We area also indirectly working with the DOH as the General Contractor for the reconstruction of the residential projects Renaissance Square ("Las Gladiolas" (140 units)) and Bayshore Villas ("Puerta de Tierra" (177 units)).

FR-BLDM's is currently working on the "Tu Hogar Renace" recovery program. In this endeavor, FR-**BLDM** has impacted more than 22,000 homes in the last year as one of the seven contractors under the program.

FR-BLDM typically implements strategies and tools to avoid delays, changes and disputes, while maintaining the overarching goals of the project, by using their experience on related projects as a model for managing cost, submittals, RFI's, correspondence, and the myriad of other issues related to managing a project of this size and complexity.

A full optimization of **FR-BLDM**'s skills and talents is key in order to excel in the delivery of a project of the highest standards for the completion of this Program. Our repeated clients through the years is a demonstration of our superior level of service and ability to meet client's expectations, and this is achieved by our effective use of our firm's skills and talents and our partnering approach to the management of the construction process. Proper planning, allocation of resources, quality and cost controls are at the heart of a smooth, on-time construction process.

FR-BLDM has assigned its most experienced personnel to this project and has organized a team based on effective models that the individual members of the firm have successfully implemented in other significant projects on the island. We know the tools and techniques for a successful construction management.



FR-BLDM understands that the R3 Program is different from the "Tu Hogar Renace", and this is why this team has also joined forces with local architects and design engineers by means of architectural design firm Álvarez-Díaz & Villalon (AD&V), thereby being able to ensure efficient integration of the design and construction components of the Construction Management Services.



ÁLVAREZ, DIAZ & VILLALÓN

AD&V was founded in Puerto Rico in 2001. The firm is spearheaded by the award-winning husband-and-wife team of architect Ricardo Álvarez-Díaz and Interior Designer Cristina Villalon, and has become one of the most innovative architecture and interior design firms in Latin America. The firm has garnered national attention for its holistic approach, forging a reputation in design that is both environmentally responsible and richly appealing to the senses. They are known for their high standards and inspiring designs, as well as for their efficient and professional business practices and personalized services.

AD&V is an industry leader in environmentally sustainable and energy efficient design and consulting. Their portfolio includes multifamily, residential, hospitality, commercial, institutional and retail work.

Over the past few years, **F&R** and **BLDM** have been able to work with AD&V together in new developments, most recently the 174 housing unit's development of Puerta De Tierra in San Juan, PR, which is starting to deliver housing units at the time of this writing.

The **FR-BLDM** team brings together a team of licensed professionals and experience unsurpassed by no one in Puerto Rico. Having developed and built thousands of homes in Puerto Rico over the years, **FR-BLDM** team knows what it takes to deliver.

FR-BLDM, through the "Tu Hogar Renace" program, has developed a management and control system that facilitates being able to monitor and keep track of hundreds and even thousands of projects simultaneously. With some minor modifications, **FR-BLDM** expects to adapt the proven system to the R3 Program, in order to tailor it to the specific tasks that will be required under the said program. Initial assessments, design developments, permitting, pre-construction meetings, quality controls, tasks orders, scopes of work, materials, logistics, testing, will all be part of the team's management and control system, which will be available to all team members as well as any stakeholders having responsibilities under each housing unit to be Repaired, Reconstructed, or Relocated.

FR-BLDM understands the R3 Program, knows the local construction industry, understands the risks associated with this program, and is eager to start working with this program alongside the Department of Housing in Puerto Rico.



6.3.4 A BRIEF APPROACH AS TO HOW THE PROPOSER WILL ENSURE ALL LOCAL, STATE, AND FEDERAL PERMIT REQUIREMENTS APPLICABLE TO THE R3 PROJECTS ARE MET.

FR-BLDM's personnel have the required knowledge and experience to deal with the local and federal agencies during the procurement process. The experience acquired during the development process of our residential projects as well as during the design build projects built by **FR-BLDM** gives us an edge in dealing with this matter. Permit Services



includes:

- Permit Analysis
- Document Preparation
- Filing
- Follow up

In our portfolio of projects developed and built, we have had to deal with a wide variety of issues related to the permits of the project, especially with the agencies. We understand that complying with the agencies' requirements is an integral part in the design and construction of a project, but at the same time, if not dealt with properly, it can be a burden and could destroy the viability of the project. Therefore, we take them seriously and respond to them with the attention that they need. We will procure that all permits, certifications, and/or endorsements are acquired in a timely manner to not adversely affect the progress of the work and the critical path of the work. We believe that efficient communication between the stakeholders and the agencies and permit officials is an integral part in the solution of the agencies' endorsements and permits.

Throughout the years, we have created excellent channels of communications with the public entities that has enabled us to resolve whatever issue arises with the permits through the project in a diligent and smooth manner.

6.3.5 A BRIEF APPROACH AND PLAN TO ENSURE SAFETY DURING DEMOLITION, ABATEMENT, AND CONSTRUCTION WORKS.

Demolition, abatement and construction work, are high risk activities whose safe execution is complex and technical, and where expertise is vital. These activities require careful planning and execution by a competent team.

The **FR-BLDM**, **LLC** has a well trained and experienced team of Health, Safety and Environmental Professionals (EHS/Safety Officers) to oversee and assure day to day compliance with our EHS practices.

Safety Officers, Project Engineers, Supervisors and Foremen have 30 hours of OSHA Certification for Construction Industry. Our Safety Coordinator and EHS Trainer, are Certified as OSHA Outreach Trainers.



All field staff (skilled and non-skilled labor), before they start working, are trained in safety procedures and regulations, safety hazards, and use of tools and equipment, in accordance with the job task they are required to perform, and for the hazards they may encounter on the job. Basic safety training is repeated every year to all staff to assure proficiency.

FR-BLDM, LLC has in place a systematic approach to manage health and safety issues. This approach is established in Safety Plan for demolition, abatement and construction work in compliance with applicable OSHA. Our Safety Plan will be adjusted with specific details



of the scope of work to be performed as part of this contract, by a competent team of professionals, who will perform assessment of the physical conditions of the properties and/or areas, and the work to be perform, before starting the works.

Prior to starting demolition, abatement and/or construction operations the Project Engineer will perform an assessment of the physical conditions of the property or area. After, the EHS-Safety Manager or Coordinator will conduct a Hazard Risk Assessment (HRA) to adjust the Project's Safety Plan.

On a daily basis, the Project Engineer will consult and perform a Job Safety Analysis (JSA) with workers, sub-contractors and EHS representatives, about the tasks to be performed before they starf, to evaluate the risks and hazards involved or associated with those tasks, and determine control measures for those parficular tasks. The team will justify why the selected measure offers the highest reasonably practicable risk control, and therefore, minimizing the risk to health or safety by using anyone or any combination of the following controls:

- Substitute the hazard, for example, using a new activity or procedure.
- Isolate persons from the hazard, for example, barriers, fencing or guardrails.
- Use engineer controls, for example, mechanical or electrical devices.
- Use administrative controls, for example, changing the way the work is done.
- Provide personal protective equipment (PPE), for example, hard hats, ear plugs, googles, etc.

The Project Engineer and/or EHS Officer, will brief each team member before commencing work and will ensure that everyone knows work is to stop if the JSA is not followed.

The Project Engineer and/or EHS Officer or EHS Coordinator will observe the work being carried out and monitor compliance with the JSA and Safety Plan, and will review risk controls regularly:

- Before a change occurs to the work itself, the system of work or the work location.
- If a new hazard associated with the work is identified.
- When new additional information about the hazard becomes available.
- When notifiable incidents occur in relation to the work.
- When risk controls are inadequate or the JSA and Safety Plan is not followed.



In all of the above situations, work will be stopped to review the JSA and adjust it as required and re-brief the team.

The Project Engineer and/or Safety Officers or Coordinator will keep a file of all the JSA forms for review for up to two years.

EHS Manager and Officers, will review this risk control measures that will be implemented to assure the project team is prepared before the work starts.

Another safety practice to assure knowledge and safety awareness of all staff is the Tool Box meetings. Tool box talks of 5-10 minutes will be held by superintendent or foreman. The



subject of each training talk will be chosen related to the type of work that will be performed. A log of Tool Box Talks with employee attendance sign in sheets will be kept on site, and a copy of each will be forwarded to the EHS Manager (Home office).

EHS Manager and Officers consistently visit to monitor the project and its sub-contractors to supervise and make sure safety practices are followed, and will provided a copy of the site visit report to enable their awareness of health and safety performance.

All employees are expected to comply with jobsite rules and regulations, and to follow established safety procedures. Violations will not be tolerated and superintendent/foreman will be held accountable for the conduct of their employees. They are required to take immediate action to control or eliminated hazard, and to follow disciplinary procedures according to company policy.

All sub-contractors will comply with all federal, state and local safety and health laws and regulations. Contractual Agreements with subcontractors will state that they must provide: Certificate of CSFE Insurance and Safety Program.

All sub-contractors will also be required to train their staff and comply with OSHA regulations and follow our Safety Program. Sub-contractors will be required to provide documentation that all their employees have received all required safety and health training prior to working on any job in our jobsites.

All sub-contractor employees will be required to arrive with required personal protective equipment and to adhere to company safety policy of the jobsite. Any sub-contractor's employee observing violation of safety rules or policies will be remove from the project.

For more specific details of our Safety Approach, please refer to our Health & Safety Program.

6.3.6 A BRIEF APPROACH AND PLAN TO ENSURE QUALITY OF DESIGN, DEMOLITION, ABATEMENT, AND CONSTRUCTION WORKS.

Our Team members have ample knowledge and years of experience and expertise in all aspects of construction processes in Puerto Rico, having been directly involved in the construction industry in Puerto Rico for more than 100 years combined between the two members. As we have done in the past, we have engaged with Sunset Contractors & Recycling, Inc., a demolition and mitigation company that has a successful track record in the mitigation of lead and asbestos as well as demolition for more than 25 years.

We have also engaged with local design firms that have an established record in design-build construction projects. As part of the design processes, our team members will be able to provide feedback into the design phase of the various designs that will be required for many of the Repairs, Reconstructions and Relocations.

In order to ensure a quality design, we will implement a multi-phase review process in which the various designers will work together with **FR-BLDM** to ensure that the designs meet the





program requirements, client's expectations, are code compliant, and that construction costs are kept within budgets and on time. The design phases for the Reconstruction and Relocation will consist of 4 phases: Preliminary Design (30%), Design Development (60%), Construction Documents (90%), and Final Certified Construction Documents (100%). Environmental documentation for each housing unit will be reviewed and incorporated into the design. In each of the phases, we will provide feedback from our Team Members, our contractors, and our designers. Having the contractors involved during all phases of the designs will assure that change orders that typically arise from design errors and/or omissions are kept to a minimum, and that project construction costs will be within budget and timeframe.

We understand the importance of producing good, coordinated drawings and specifications. **AD&V** in-house Quality Control Program includes drawing checklists and full peer reviews by senior technical staff at the end of each design phase; this streamlines the production process and minimizes potential problems in the documents. The issue of constructability is addressed by all members of the Design Team from the outset of the design effort. **AD&V** approach to architecture is based in sustainable design, technical craftsmanship, the careful juxtaposition of materials, the integration of a building's structure with the mechanical and specialty systems that support the architectural vision.

FR-BLDM recognize that despite the best possible planning, it is not possible to predict everything that will occur at a construction site. It is for this reason that our Senior Project Manager and Lead Construction and Design Managers, with the knowledge of why design decisions were made, will remain intact throughout the life of a project. Our staffing stability invariably has allowed us to "cut the ribbon" with the same people who initiated the programming effort.

Upon receipt of initial environmental review and damage assessments for the different housing units to be impacted in this disaster recovery program, our Team will verify these assessments and establish the necessary requirements that each housing unit needs. Any and all requirements for environmental compliance will be clearly noted in the design documents. In the case where abatement has been indicated as a necessary task in order to proceed with the works, we will send in our abatement teams to perform the corresponding mitigation, following the most stringent safety requirements in order to provide a safe environment not only for our personnel, but any other party that may come in close proximity to the areas being worked on. Once abatement has been completed and certified, we will work with the corresponding agencies in order to obtain corresponding demolition permits.

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Once abatement is completed and demolition permits are obtained, we expect to proceed with the corresponding demolitions in a timely manner. There will be cases where partial demolitions of existing housing units will be required, and there are some where the housing units will be completely demolished and removed. In either case, our demolition teams and supervisors will clearly lay out a plan for each housing unit that needs any kind of demolition work. It is in this demolition plan that we will be able to establish methods,



equipment's, machinery, logistics, safety measures, dust controls, and personnel required for each project.

Construction will commence on each site as soon as the corresponding Construction Permits are obtained, and a pre-construction meeting has been held with each individual homeowner and/or program manager representative. Quality controls for construction will be documented via reports and photographs for each of the major phases of construction. Detailed daily reports will help document each phase of construction. Quality control checklists will be developed to be incorporated into each construction project, including, but not limited to, the following: rebar placements, concrete pours, concrete strength cylinders, formwork installation, concrete curing methods, materials used, equipment used, personnel on site, weather conditions, safety concerns, environmental concerns, etc.

6.3.7 A BRIEF APPROACH AS TO HOW THE PROPOSER WILL ENSURE THAT DESIGN, DEMOLITION, ABATEMENT, REPAIR, AND CONSTRUCTION WORKS ARE PROVIDED WITHIN ESTABLISHED PROGRAM COST CAPS AND WITHIN SCHEDULES FOR PERFORMANCE.

One of the initial cost controls measures that will be implemented by our Team is that we will have significant input from our Team Members and our contractors during the various design phases of the projects. With F&R having ample experience in Civil, Structural, and Architectural works as a general contractor for over 45 years, and BLDM having the expertise in Mechanical and Electrical works, we feel our Team provides the best all-around knowledge and expertise necessary to be able to perform many housing units concurrently, within time, and within budget.

Communication, monitoring, and swift intervention when problems arise are essential to this success. One of the keys elements to controlling the schedule is the ability to identify the most important project decisions early in the process and to provide enough information to **PRDOH** and the end user for those decisions to be made confidently. One of the hallmarks of our proven management strategy is to keep the total project team's attention focused on the right issues at the right time. In so doing, we are able to avoid decisions being made prematurely or in a vacuum and avoid the need to backtrack unnecessarily. **FR-BLDM** will ensure that coordination is achieved between the constructions and design Team and will ensure that all parties are aware of deadlines and meet those deadlines.



The scope, complexity, scale, program criteria and design standards, all contribute to the cost of the project. Keeping cost under control requires careful attention to each of these elements. By challenging, engaging, and learning from one another, all parties establish a working relationship that enhances the quality of the entire design process. Only by understanding the needs, aspirations and preconceptions of the key personnel staff and users' needs can the Design Team arrive at a correct problem statement. The fixing of the



Program and the aligning of that program with the available funds are the critical ingredients related ultimately to the control of cost. **FR-BLDM** will carefully manage the design effort as it progresses to prevent increases in the project scope. The Senior Project Manager will work closely with the Cost Estimating team, and the Lead Construction Manager to assure budget compliance throughout the process from the Assessments Reports phase through the completion of the Construction.

During the constructions of the various housing units that will be assigned to us, we will continually monitor and make any necessary adjustments to make sure that units are delivered on time, within budget, and to the satisfaction of the client.

6.3.8 A BRIEF APPROACH AS TO HOW THE PROPOSER WILL ENSURE THAT APPLICANT COMPLAINTS AND WARRANTY ISSUES ARE PROPERLY MANAGED AND RESOLVED.

As we have done with thousands of new housing units that our team has built over the decades in Puerto Rico, our team will stand behind each and every housing unit from the pre-construction meeting date, through the home delivery date, and of utmost importance to the client, through the warranty dates as they may apply for different aspects of the various housing units.

We will establish and set aside a Customer Service Department to help with any complaints and warranty issues that any individual homeowner may have. We intend to respond to any and all complaints and or warranty issues in a timely manner, and in a professional way.

Homeowners who obtain their home through this R3 Program, whether it is a repair to an existing home, a reconstruction in the current site, or a new construction site where the homeowner will relocate, will have various open methods of communication with our Customer Service Department in the event that they experience any issues with their new homes.

First method of communicating will be via a telephone call to our Customer Service Department Call Center. Our phones will be available 24 hours a day, 7 days a week. We will have personnel available to answer any calls during normal working hours Monday through Friday. If no personnel is available to answer a call at any given moment, the system will redirect the incoming call to an automated answering machine where the homeowner will be able to leave his or her contact information so that we are able to get in touch with them promptly.

Our second method for homeowners to report any complaints and/or issues would be through an email address that will be provided to each homeowner under the program. Any and all messages sent to this email address that we will establish will be quickly directed to our customer service department for our prompt review and corresponding actions, if necessary.

Polit

Thirdly, homeowners will also have available a mailing address where they can send their written complaints. Upon receipt of any written complaints we will proceed to review our files and contact the homeowner in order to take the necessary steps in order to comply with our obligations and homeowners satisfactions.

We will assign a Point of Contact to homeowners. This Point of Contact will serve as our quality control supervisor and will be in constant contact with the homeowner making sure that items are quickly and professionally resolved. We will have properly trained and skilled crews available at hand in order to visit the houses to review and/or repair the issues presented to our team. Our crews will be equipped with materials and the knowledge necessary to fix, repair, or replace any items that have been found defective. If fixes, repairs or replacements of defective items is out of the skillset necessary from our personnel, we will work together with the homeowners and third parties in order to make sure that matters at hand are properly resolved and homeowners may continue to enjoy the use of their new homes.

A full optimization of FR-BLDM's skills and talents is key in order to excel in the delivery of a project of the highest standards for the R3 householders. Our repeated clients through the years is a demonstration of our superior level of service and ability to meet client's expectations, and this is achieved by our effective use of our firm's skills and talents and our partnering approach to the management of the construction process.



CONCEPTUAL DESIGN SUBMISSION (SINGLE-STORY 3-BEDROOM MODEL HOME)



CONCEPTUAL DESIGN | MODEL HOMES

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Hurricanes Maria and Irma uncovered the fragility of the built environment in Puerto Rico. The responsible use of design is a vital component in community planning which aims to minimize the risks to human life and property during catastrophic disasters. The proposal by FR-BLDM LLC and designed by AD&V creates the building blocks towards the development of resilient communities that create protective interventions in the planning and the construction of a new local dwelling that focuses towards a brighter future in order to make a difference within the solution to the "housing problem" of Puerto Rico. The homes designed and constructed under this proposal will deliver a unique dwelling where dignity comes first, where families can integrate their values, where social bonds are fostered by being rooted to their context and ultimately places of purpose are created. These new housing products will achieve true meaning where people will feel proud and happy to own an expression of themselves and their place in society.

The houses built under this program will be a symbol and a testament of new vision towards the reconstruction of the Island. The design of these homes by AD&V and presented by FR-BLDM LLC in this proposal take into consideration the stress and trauma suffered by the homeowners who will benefit from this program. Our proposal understands that the opportunity offered by the CDBG-DR funding under the R3 program requires a shift in the usual discourse and demands a remarkable and *innovative offer* that ensures a housing product where people feel secure, sheltered, optimistic and engaged to their community. The use of conscious design in building the houses under the program of this RFP is a powerful tool that will connect the homeowners to their surroundings, will provoke socio-economic change and will add purpose to the dwelling places of people in need.

We chose to name the three model homes presented in this proposal with the names of three endemic trees of Puerto Rico as symbols of rebirth, resilience, continuity, and hope in the face of destruction while contributing to cultural identity and sense of place.

- The single-story model home presented in this proposal is named after the <u>YAGRUMO</u>, an aggressive and resilient tree of rapid growth trees that is usually the first to appear in forest areas cleared by hurricanes and mudslides.
- The two-story model home presented in this proposal is named after the <u>CEIBA</u> a majestic tree, usually the tallest in the rainforest that provides shelter to many birds and animals and is resistant to hurricanes.
- The single-story model home alternate presented in this proposal is named after the <u>LAUREL</u> tree that throughout history has been identified as a symbol triumph, victory, and transformation.











The key design principles that dictate the model homes presented by FR-BLDM LLC and designed by AD&V for this RFP:

- 1. Integrated Design | A holistic design approach that yields a high-performance home where the principles of accessibility, aesthetics, cost-effectiveness, functionality, productivity, health, history, safety, security, and sustainability are considered and are of equally important and evenly integrated in all the key design objectives and decisions during every phase of the planning, design, and construction of the residences.
- 2. Constructability | In all the models presented the proposed construction materials and methods of the residences designed by AD&V will be cast-inplace reinforced concrete for all exterior walls, interior structural elements, shear walls, floor and roof slabs. Concrete Masonry Units will be used for the interiors non-load bearing walls. Single Hung and projected windows will be employed to take full advantage of natural ventilation, Fixed and operable glazing units are provided to maximize daylighting and views to the exterior. Glazed sliding doors are used to connect the interior of the house to the exterior patios both visually and physically.
- 3. Accessibility & Universal Design | The design of all the model homes by AD&V under this program considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of mobility, visitability, and aging in place are being considered in aspects such as the location of stairs, the width of interior doors and universal bathroom and kitchen design. The goal is to ensure equal use of the home for all its residents and visitors and easy adaptability in case of disability. One bathroom in each of the models and all kitchens are sized to accommodate accessible requirements if the future need shall arise. The two-story model has the option of accommodating an accessible bathroom and bedroom on the ground floor, as well as a barrier-free laundry grea.
- 4. Aesthetics | The use of a user-centric architectural vocabulary that provides meaning and is familiar to the homeowner considers its surroundings by creating a sense of place and takes into consideration climate, context, construction, and culture. All models were designed taking human scale proportions and ergonomics into consideration. The interior design of all the model homes by AD&V presented in this RFP reflect upon experience, family relationships, contextual values, and community building,
- 5. Functionality | Understanding how the home will fit its ultimate residents means defining the size and proximity of the different spaces needed for activities and equipment and considering future needs based on the cultural customs and traditions and the population demographics of Puerto Rico today.





General Design Narrative

CDBG-DR-RFP-2018-09 January 03.2019



- 6. Cost-Effectiveness | The design of all the model homes presented in this proposal take into consideration not only initial construction cost but the costs of operating and maintain the home that will be the owner's responsibility. Modular design and the intentional use of repetitive elements in the design of windows, bathrooms, kitchens, and millwork is used to achieve cost-effectiveness.
- 7. Code Compliance | The design of the homes presented in this proposal will comply with federal, state and municipal codes, laws, rules, ordinances, regulations and other authorizations, approvals, and requirements as applicable by law and by the jurisdiction where the house will be constructed or repaired. These include, but are not limited to:
 - Joint Regulation for Construction Works and Land Use | November 29, 2010, | PR Planning Board.
 - 2018 PR Building Code2018 International Residential Code (IRC) as adopted by the 2018 Puerto Rico Building Code (PRBC) & referenced standards.
 - Americans with Disabilities Act (ADA 2010)
 - 2018 International Energy Efficiency Code (IECC)
 - 2015 International Green Construction Code (IGCC)
 - National Green Building Standard ICC/ASHRAE 700-2015
 - National Electric Code (NEC), NFPA 70; current approved version
 - NFPA 101 Life Safety Code, current approved version
 - Requirements of the Housing and Community Development Act (HCDA)
 - American National Institute (ANSI); current approved version | American Concrete Institute (ACI) | ASHRAE
 - As required by this RFP, the land use parameters of Zoning District R-I of the 2010 PR Joint Regulation were used for the design of the model homes.

 The Land Use parameters of each individual situation shall be examined on a case by case basis per each of the project's location.
- 8. Resiliency and Safety | The design of all the model homes by AD&V plans for the construction of a resilient, safe, secure residence and community as its primary goal. Considerations to different concerns, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention are incorporated in the design and specification of materials of all the models presented in this proposal. Resistance to natural hazards like hurricanes, floods, and earthquakes. All windows will be impact resistant, with no water infiltration as required by Code. The homes presented in this proposal will be designed to withstand the structural wind and earthquake loads as prescribed in the 2018 PRBC.





General Design Narrative

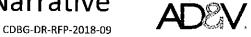


- 9. Sustainability | The reconstruction, repair, and relocation of the homes under the program of this RFP pose a direct impact on our natural environment. To ensure the sustainability of the homes under this program, the model homes designed by AD&V for this proposal consider the following principles:
 - a) Optimizing Site Potential by contemplating such aspects as site selection, existing buildings or infrastructure, the orientation of streets and homes for passive and active solar features, the location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as, trees, waterways, snags, and natural habitats.
 - b) Minimizing Energy Use and Using Renewable Energy Strategies by reducing the overall energy loads. Installation of energy efficient equipment, appliances, and lighting fixtures and the careful specification and detailing of the entire home enclosure by limiting infiltration and solar heat gain. Limiting the amount of fossil fuel required to construct and operate the house and incorporating the provisions for renewable energy systems such as solar water heating, the option of gas appliances and photovoltaics (to be installed by homeowner). Water Protection by constructing a home that conserves water used inside and outside, controls runoff and minimizes leaks with proper design and by ensuring proper inspections during the construction period.
 - c) <u>Use of Environmentally Preferable Products</u>, as possible and economically feasible. The products considered and ultimately specified for the construction of the homes in this proposal will be made with recycled content, will be easily disassembled for reuse or recycling, will conserve natural resources and reduce overall material use. The materials selected will be exceptionally durable, low maintenance, save energy and/or water, and/or reduce pollution or waste from operations.
 - d) Enhancement of Indoor Environmental Quality with the use of natural ventilation, natural lighting, openings that afford visual connection to its place, its natural context, and its surrounding environment. These measures which will have a significant impact on the health, comfort, and productivity of the residents. The use of low or no VOC products during construction. To ensure indoor air quality cross ventilation is well achieved in all the model homes presented in both the public areas and the bedrooms. All the rooms in all the models presented have operable windows and all bedrooms have windows on two of the walls.
 - Optimizing Operations and Maintenance Practices by employing responsible design to simplify and secure cost-effective operational requirements that require less water, less energy, and use of non-toxic chemicals and cleaners to maintain, as well as reducing overall life-cycle costs. Use of Modular and Flexible Design or "loose fit, long life," design principles that anticipates and allows for future adaptations needed by the ever-changing resident needs and lifestyle and ultimately extending the useful life of the home.





General Design Narrative



January 03,2019



As required by the 2010 Joint Regulation and the International Green Construction Code the houses proposed will comply with the minimum standards required for single-family homes by the National Green Building Standard (NGBS) ICC/ASHRAE 700-2015. This compliance will demonstrate that the homes proposed will achieve high performance in terms of site design, resource efficiency, water and energy efficiency, indoor environmental quality and building operation and maintenance. The minimum scoring of this rating system requires 91 points from Site Design for One Star for Land Development and 231 points for a Bronze certification for the new house construction. The strategies to meet these goals will be implemented in the following areas:

- Siting
- Construction
- Design
- Building Elements
- Construction Materials And Methods
- Finishes
- Equipment

Equipment Specifications

- Potable Water Cistern: UV resistant600 gallons on roof (hurricane resistant installation) The pump shall be installed on ground level. Roof installation saves site area and allows for gravity water distribution when there is no power.
- Solar Water Heater, certified by SRCC and EPA Energy Star, corrosion resistant and hurricane resistant installation.
- 3. Option for Gas Stove and Clothes Dryer.
- 4. Ceiling Fans on all bedrooms and Living Dining Area.
- 5. Capability to install High Efficiency Inverter PTAC units in bedrooms (by Owner)
- 6. Connections provided for Photovoltaic Panels on Roof to be installed by Owner. Batteries and Inverter by Owner (closet provided)
- 7. Prepared for connection of Emergency Power Generator by Owner.
- 8. Possibility of rain water collection to be used for irrigation and cleaning during emergencies(by Owner).
- 9. Water Purification System by Owner.
- 10. Residential grade water efficient plumbing fixtures bearing the EPA Water Sense label.
- 11. The toilets will be 1.28 gallons per flush or dual flush
- 12. Use of aerators in all faucets.
- 13. Energy Star Appliances provided.
- 14. Interior and Exterior Lighting: LED fixtures warm color temperature.
- 15. Solar site lighting by Owner.





Construction Means And Methods- At the time of this RFP Proposal we are unable to establish locations, site conditions, quantities, and/or what model homes will be used. Since we are expecting to be building various houses simultaneously in many different sites, the construction approach presented in this proposal will consider each home as a stand-alone construction, rather than a housing development, where multiple adjacent houses can be built at the same time. Instead, we will be assigning distinct construction crews to each house being built. Our crews, along with our supervisory personnel will assess construction means and methods on a case by case scenario. Once the Pre-Construction meeting is held and when final construction in an expedited manner.

Site preparation will vary on site by site basis. Earth fill, earth to cut and remove, earth betterments that may be necessary will all be performed according to site requirements and design parameters. We anticipate that the primary formwork to be used will be handset methods. Plywood and lumber will be the primary materials for formwork for the concrete structures, but we will consider using modular lightweight steel forms as they become available and may be incorporated into the construction. Once the housing concrete structures are completed, we will proceed to relocate most of the materials used for the formwork to different sites where they may be re-used as necessary.

Masonry, plaster, and general housing unit finishes will all be performed following specs and quality standards for each of the housing units to be built.

Project documentation, daily reports, progress photographs, concrete tests, quality assurance, safety, supervision, budget, and time will be some of the factors used to monitor and keep records of each home to be impacted by the R3 Program.

Expected Time Of Construction –For the new homes construction, we have estimated that our expected time of construction will be within the 120 days set forth and required by the RFP documents.

Strategies To Meet Budget—Our team's combined experience of over 100 years in the construction industry in Puerto Rico tells us that we know the real costs of construction in our local market. Throughout our history, we have experienced market conditions that have caused construction pricing to change over time, and we have been able to adapt to those changes.

Our cost estimates for this RFP have taken current local market conditions into consideration, and we are confident that project costs will be kept within budget and within time.









YAGRUMO MODEL 3 BEDROOM | 2 BATHROOM – SINGLE STORY HOME







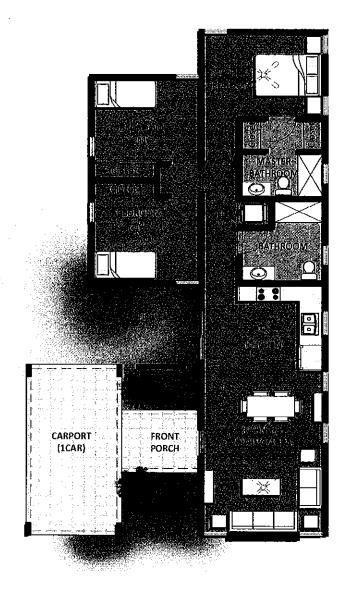
The YAGRUMO house plan presented in this proposal is a single story, three-bedroom, two-bathroom home. The house is entered from the sidewalk through a pathway, bordered with a planned planting area, that leads to a roofed front porch located on the center of the three-opening façade. The procession of the pedestrian to the porch and the residence entry predominates and is anchored by an interior garden located at the end of the walk. The low wall at the end of the green area gives the resident the opportunity of planting a green wall or vertical garden. The front door of the house is glazed aluminum and is hidden from the street by its placement on one of the side walls of the porch. This allows for privacy and visual integration of the greenery at the entry point with the living area of the home. The porch acts as a connector to the personal realm of the home.

Once inside the visitor is welcomed by a spacious living and dining room of 9 feet high ceilings. Operable, hurricane resistant, insulated windows on the front façade are placed 18" from the finished floor extending the full height of the wall. Operable, single hung windows located at 3 feet from the finished floor are located on the side wall of this grea. This fenestration approach gives the illusion of a roomier living room, filled with natural light that affords opportunities of cross ventilation when the windows are open. There is no clear definition of the separation of the kitchen, which is open to the living and dining room and awards the perception of a roomier area that gives the homeowner flexibility in the furniture arrangement.

The spatial order of the home is organized to accommodate the shared and public resident areas towards the front of the house facing the street. The private bedrooms of the residence are located at the rear of the home, retired from the street, family living activity, noise, and pollution which offer a proper repose environment. The bedrooms have 8 feet high ceiling for construction economy and provide an appropriate cozy and intimate atmosphere. The bathrooms are located in-line adjacent to the kitchen allowing cost and material efficiency in the plumbing systems, This organization minimizes the need for interior hallways, reducing circulation space and making the layout very efficient in terms of space usage.

Entrance to the patio is through the side yard with access across a glazed sliding door which provides visual continuity from the inside out. The significance attained by the placement of the side yard in this plan relationship encourages community integration by facilitating interaction with the neighboring context where the house will exist. The plane of the living room exterior façade articulated on the end of the residence elevation is placed closer to the sidewalk giving importance to this space. The front facade opening of the one car garage is placed in a plane behind and at opposite ends of the living room. Overhangs are provided on all windows to shield from direct sunlight and protect from the wind and rain.

By considering diverse needs and abilities, the plan of this house employs universal design, making the house functional, flexible and adaptable to all users regardless of age, size and/or disability, Finally, the YAGRUMO house reinterprets the traditional shotgun Puerto Rican home typology and speaks to a modern offer that each of the program beneficiaries can make its own.







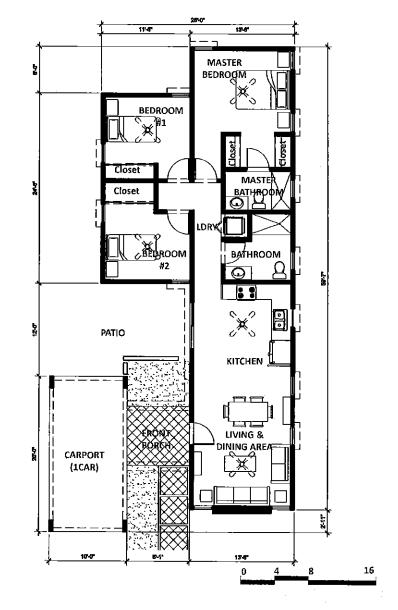
Design Narrative





YAGRUMO MODEL Single Story 3 Bedroom | 2 Bathroom SPACE AND AREA PROGRAM

	Square Feet
Living & Dining Area	225 (net)
Kitchen	95 (net)
Bedroom #1 (with closet)	114 (net)
Bedroom #2 (with closet)	118 (net)
Bathroom	60 (net)
Master Bedroom	130 (net)
Master Bathroom & Closet	80 (net)
TOTAL INTERIOR FLOOR AREA	1,090 (GROSS)
Carport (1 Car) 10' x 20'	200 (net)
Front Porch	62 (net)
TOTAL CONSTRUCTION	1,352 (GROSS)



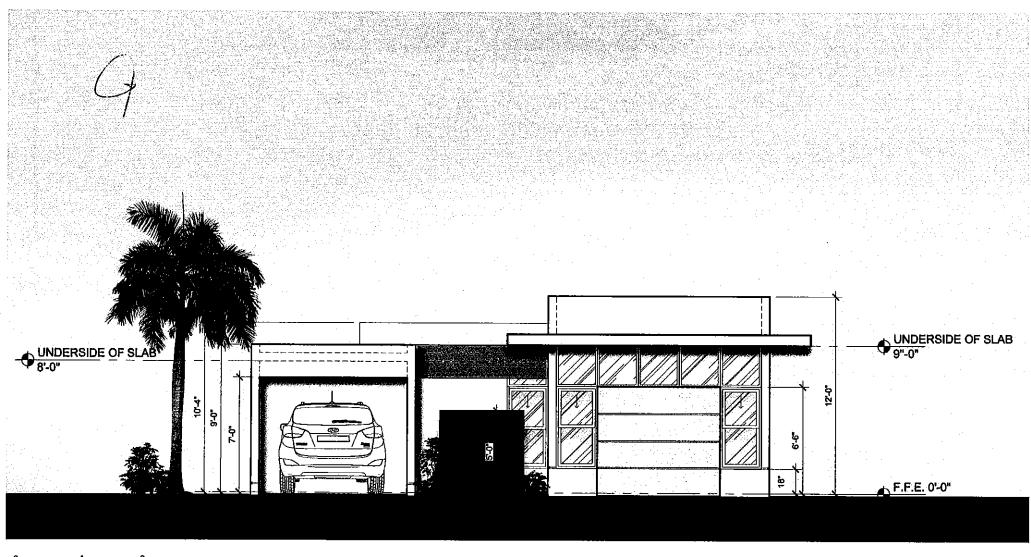


YAGRUMO MODEL















Conceptual Elevation

YAGRUMO MODEL





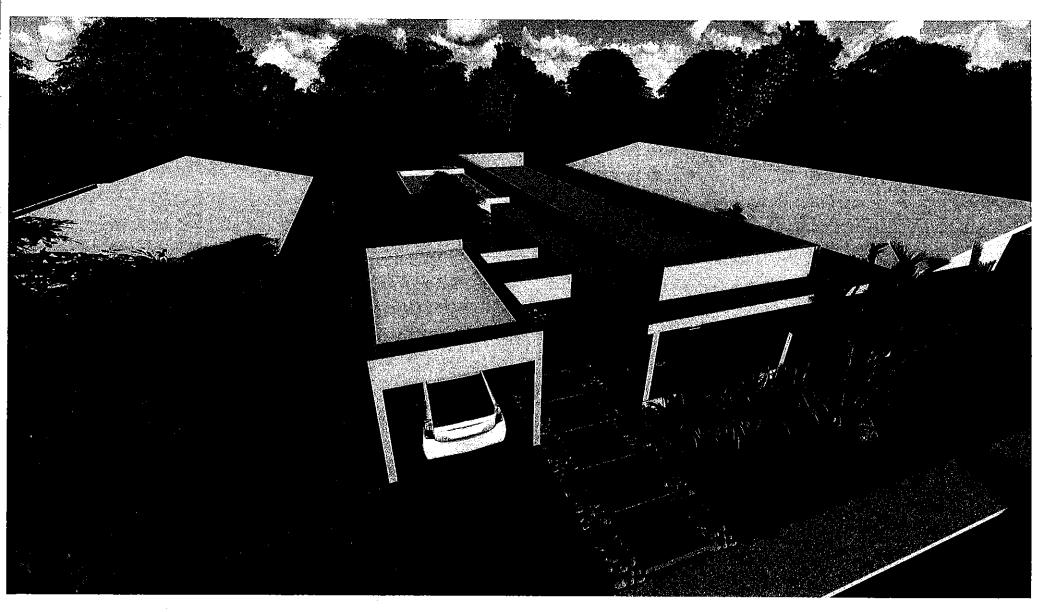




Conceptual Section

YAGRUMO MODEL



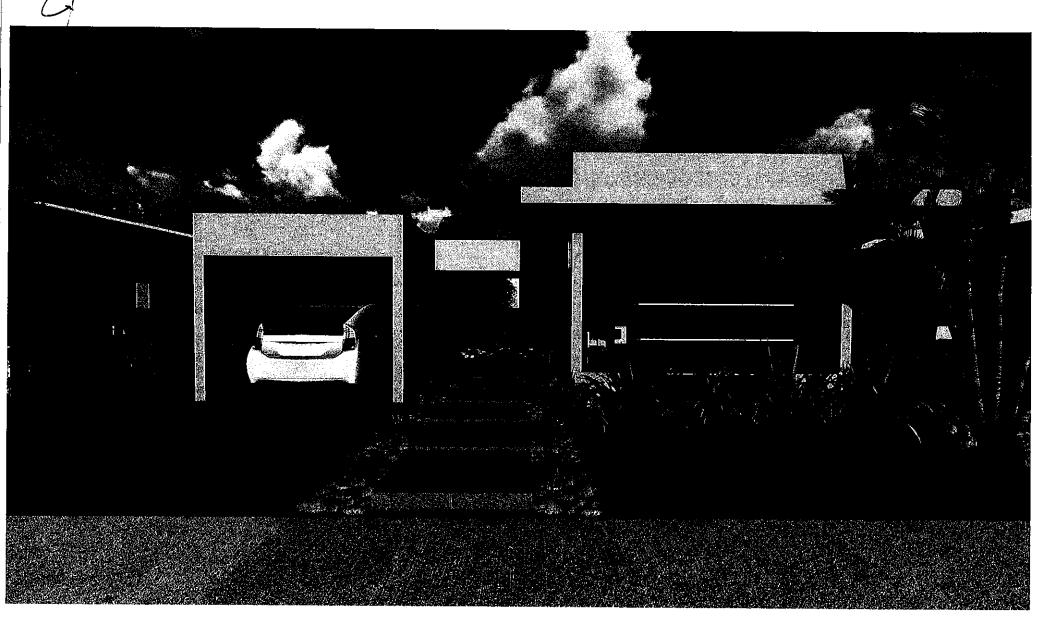






Perspective View









3D Front Facade





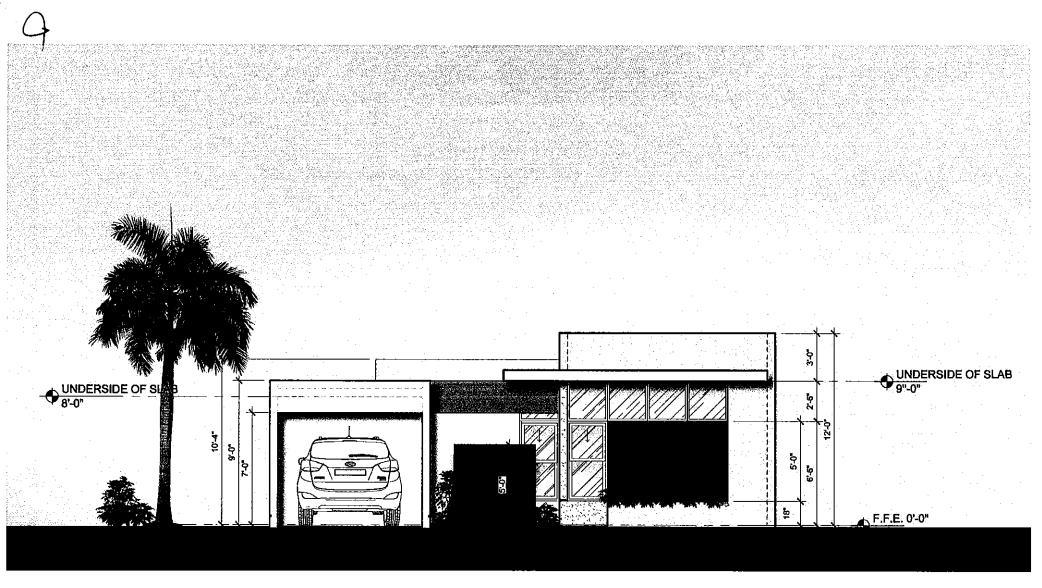




3D Interior View

YAGRUMO MODEL











Conceptual Alternate Elevation A

YAGRUMO MODEL







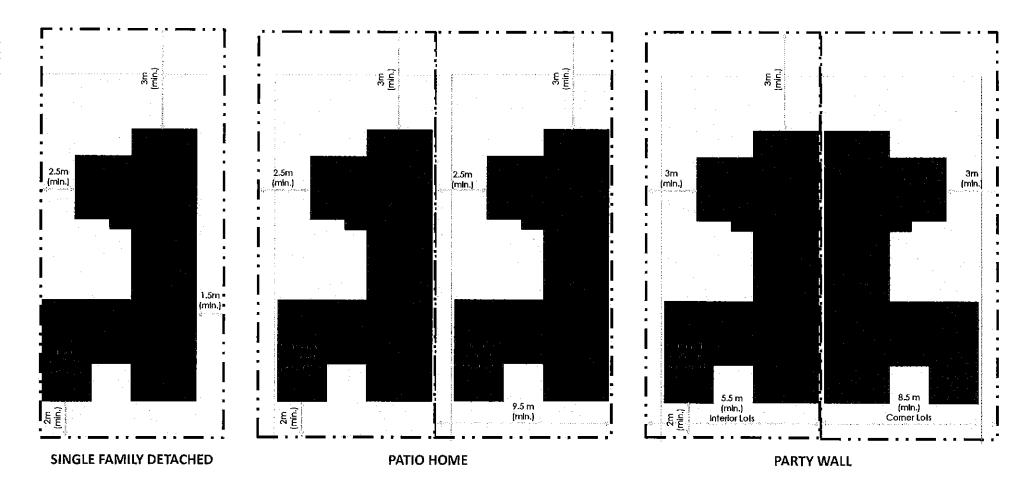


Conceptual Alternate Elevation B

YAGRUMO MODEL







Per requirements of the 2010 Joint Regulation of the Puerto Rico Planning Board for Districts R-1 and Affordable Housing Projects





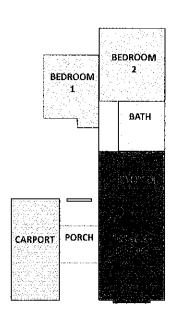
Siting Opportunities

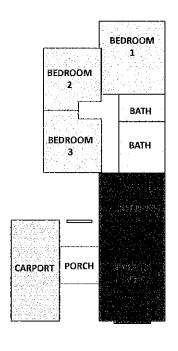
YAGRUMO MODEL

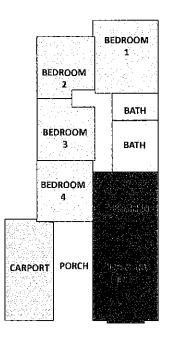




• Modularity: The design of the YAGRUMO model affords opportunities of economy, transformation, renovation and growth as the needs of its residents change over time. Additional bedrooms and bathrooms are building blocks that can be added or subtracted from the standard three bedroom-two bathroom prototype without altering the design intent, affording economy in design and construction and allowing adaptations that fit the end user needs.







2 BEDROOM | 1 BATH OPTION

3 BEDROOM | 2 BATH OPTION

4 BEDROOM | 2 BATH OPTION



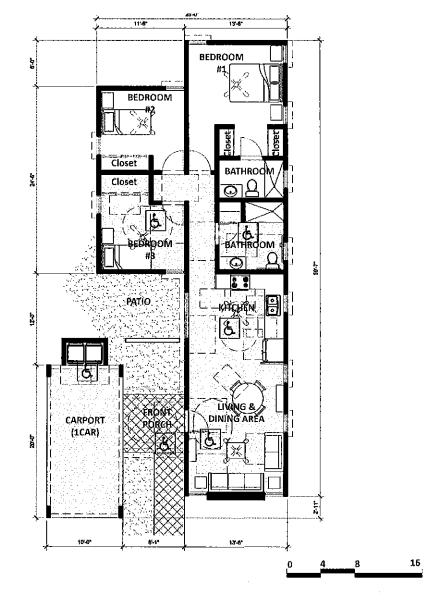


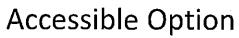


YAGRUMO MODEL



***Accessibility and Universal Design**: The standard prototype of the **YAGRUMO** model has been designed with the appropriate space relationships and dimensions to benefit and allow its enjoyment by all types of users regardless of ability and age.



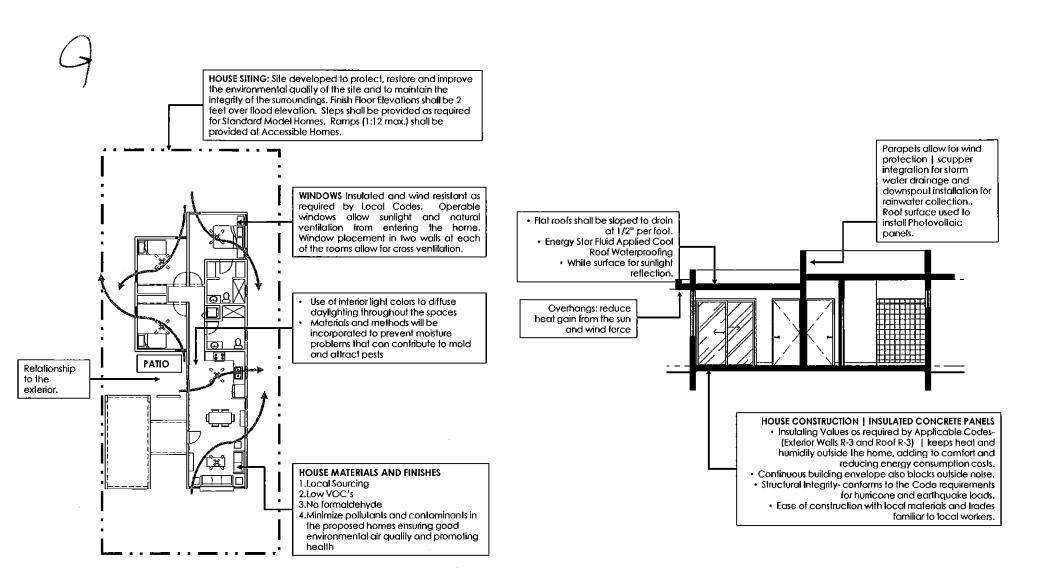


YAGRUMO MODEL



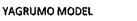


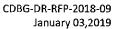








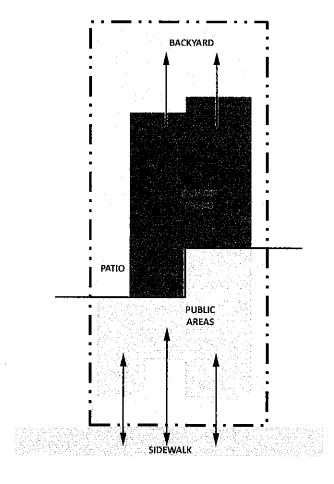








- House shall be placed on site as close to the front property line as permissible by zoning regulations in order to create rhythm and an integrated neighborhood articulation.
- House shall be oriented with the public spaces to the street.
- The patio access on the side yard gives a message of engagement and participation.
- Each residence becomes a social hub that is part of a larger community or neighborhood.
- Strong entry identification through pedestrian porch which invites neighbors to come together.







Community Engagement

YAGRUMO MODEL









CONCEPTUAL DESIGN SUBMISSION (TWO-STORY 3-BEDROOM MODEL HOME)





CONCEPTUAL DESIGN | MODEL HOMES

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CDBG-DR-RFP-2018-09

WANTED AND ANTES







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•	Home Modularity	1-	A 212
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	LAUREL MODEL: 3 bedroom 2 bathroom – single story home after	nate) i i
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Hurricanes Maria and Irma uncovered the fragility of the built environment in Puerto Rico. The responsible use of design is a vital component in community planning which aims to minimize the risks to human life and property during catastrophic disasters. The proposal by FR-BLDM LLC and designed by AD&V creates the building blocks towards the development of resilient communities that create protective interventions in the planning and the construction of a new local dwelling that focuses towards a brighter future in order to make a difference within the solution to the "housing problem" of Puerto Rico. The homes designed and constructed under this proposal will deliver a unique dwelling where dignity comes first, where families can integrate their values, where social bonds are fostered by being rooted to their context and ultimately places of purpose are created. These new housing products will achieve true meaning where people will feel proud and happy to own an expression of themselves and their place in society.

The houses built under this program will be a symbol and a testament of new vision towards the reconstruction of the Island. The design of these homes by AD&V and presented by FR-BLDM LLC in this proposal take into consideration the stress and trauma suffered by the homeowners who will benefit from this program. Our proposal understands that the opportunity offered by the CDBG-DR funding under the R3 program requires a shift in the usual discourse and demands a remarkable and innovative offer that ensures a housing product where people feel secure, sheltered, optimistic and engaged to their community. The use of conscious design in building the houses under the program of this RFP is a powerful tool that will connect the homeowners to their surroundings, will provoke socio-economic change and will add purpose to the dwelling places of people in need.

We chose to name the three model homes presented in this proposal with the names of three endemic trees of Puerto Rico as symbols of rebirth, resilience, continuity, and hope in the face of destruction while contributing to cultural identity and sense of place.

- The single-story model home presented in this proposal is named after the YAGRUMO, an aggressive and resilient tree of rapid growth trees that is usually the first to appear in forest areas cleared by hurricanes and mudslides.
- The two-story model home presented in this proposal is named after the CEIBA a majestic tree, usually the tallest in the rainforest that provides shelter to many birds and animals and is resistant to hurricanes.
- The single-story model home alternate presented in this proposal is named after the LAUREL tree that throughout history has been identified as a symbol triumph, victory, and transformation.

January 03,2019



The key design principles that dictate the model homes presented by FR-BLDM LLC and designed by AD&V for this RFP:

- 1. Integrated Design | A holistic design approach that yields a high-performance home where the principles of accessibility, aesthetics, cost-effectiveness, functionality, productivity, health, history, safety, security, and sustainability are considered and are of equally important and evenly integrated in all the key design objectives and decisions during every phase of the planning, design, and construction of the residences.
- 2. Constructability | In all the models presented the proposed construction materials and methods of the residences designed by AD&V will be cast-inplace reinforced concrete for all exterior walls, interior structural elements, shear walls, floor and roof slabs. Concrete Masonry Units will be used for the interiors non-load bearing walls. Single Hung and projected windows will be employed to take full advantage of natural ventilation. Fixed and operable alazing units are provided to maximize daylighting and views to the exterior. Glazed sliding doors are used to connect the interior of the house to the exterior patios both visually and physically.
- 3. Accessibility & Universal Design | The design of all the model homes by AD&V under this program considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of mobility, visitability, and aging in place are being considered in aspects such as the location of stairs, the width of interior doors and universal bathroom and kitchen design. The goal is to ensure equal use of the home for all its residents and visitors and easy adaptability in case of disability. One bathroom in each of the models and all kitchens are sized to accommodate accessible requirements if the future need shall arise. The two-story model has the option of accommodating an accessible bathroom and bedroom on the ground floor, as well as a barrier-free laundry area.
- 4. Aesthetics | The use of a user-centric architectural vocabulary that provides meaning and is familiar to the homeowner considers its surroundings by creating a sense of place and takes into consideration climate, context, construction, and culture. All models were designed taking human scale proportions and ergonomics into consideration. The interior design of all the model homes by AD&V presented in this RFP reflect upon experience, family relationships, contextual values, and community building.
- 5. Functionality | Understanding how the home will fit its ultimate residents means defining the size and proximity of the different spaces needed for activities and equipment and considering future needs based on the cultural customs and traditions and the population demographics of Puerto Rico today.



General Design Narrative

- Cost-Effectiveness | The design of all the model homes presented in this proposal take into consideration not only initial construction cost but the costs of operating and maintain the home that will be the owner's responsibility. Modular design and the intentional use of repetitive elements in the design of windows, bathrooms, kitchens, and millwork is used to achieve cost-effectiveness.
- 7. Code Compliance | The design of the homes presented in this proposal will comply with federal, state and municipal codes, laws, rules, ordinances, regulations and other authorizations, approvals, and requirements as applicable by law and by the jurisdiction where the house will be constructed or repaired. These include, but are not limited to:
 - Joint Regulation for Construction Works and Land Use | November 29, 2010, | PR Planning Board.
 - 2018 PR Building Code2018 International Residential Code (IRC) as adopted by the 2018 Puerto Rico Building Code (PRBC) & referenced standards.
 - Americans with Disabilities Act (ADA 2010)
 - 2018 International Energy Efficiency Code (IECC)
 - 2015 International Green Construction Code (IGCC)
 - National Green Building Standard ICC/ASHRAE 700-2015
 - National Electric Code (NEC), NFPA 70; current approved version
 - NFPA 101 Life Safety Code, current approved version
 - Requirements of the Housing and Community Development Act (HCDA)
 - American National Institute (ANSI); current approved version | American Concrete Institute (ACI) | ASHRAE
 - As required by this RFP, the land use parameters of Zoning District R-I of the 2010 PR Joint Regulation were used for the design of the model homes. The Land Use parameters of each individual situation shall be examined on a case by case basis per each of the project's location.
- Resiliency and Safety | The design of all the model homes by AD&V plans for the construction of a resilient, safe, secure residence and community as its primary goal. Considerations to different concerns, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention are incorporated in the design and specification of materials of all the models presented in this proposal. Resistance to natural hazards like hurricanes, floods, and earthquakes. All windows will be impact resistant, with no water infiltration as required by Code. The homes presented in this proposal will be designed to withstand the structural wind and earthquake loads as prescribed in the 2018 PRBC.





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- 9
 - 9. Sustainability | The reconstruction, repair, and relocation of the homes under the program of this RFP pose a direct impact on our natural environment.

 To ensure the sustainability of the homes under this program, the model homes designed by AD&V for this proposal consider the following principles:
 - a) Optimizing Site Potential by contemplating such aspects as site selection, existing buildings or infrastructure, the orientation of streets and homes for passive and active solar features, the location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as, trees, waterways, snags, and natural habitats.
 - b) Minimizing Energy Use and Using Renewable Energy Strategies by reducing the overall energy loads. Installation of energy efficient equipment, appliances, and lighting fixtures and the careful specification and detailing of the entire home enclosure by limiting infiltration and solar heat gain. Limiting the amount of fossil fuel required to construct and operate the house and incorporating the provisions for renewable energy systems such as solar water heating, the option of gas appliances and photovoltaics (to be installed by homeowner). Water Protection by constructing a home that conserves water used inside and outside, controls runoff and minimizes leaks with proper design and by ensuring proper inspections during the construction period.
 - c) <u>Use of Environmentally Preferable Products</u>, as possible and economically feasible. The products considered and ultimately specified for the construction of the homes in this proposal will be made with recycled content, will be easily disassembled for reuse or recycling, will conserve natural resources and reduce overall material use. The materials selected will be exceptionally durable, low maintenance, save energy and/or water, and/or reduce pollution or waste from operations.
 - d) Enhancement of Indoor Environmental Quality with the use of natural ventilation, natural lighting, openings that afford visual connection to its place, its natural context, and its surrounding environment. These measures which will have a significant impact on the health, comfort, and productivity of the residents. The use of low or no VOC products during construction. To ensure indoor air quality cross ventilation is well achieved in all the model homes presented in both the public areas and the bedrooms. All the rooms in all the models presented have operable windows and all bedrooms have windows on two of the walls.
 - e) Optimizing Operations and Maintenance Practices by employing responsible design to simplify and secure cost-effective operational requirements that require less water, less energy, and use of non-toxic chemicals and cleaners to maintain, as well as reducing overall life-cycle costs. Use of Modular and Flexible Design or "loose fit, long life," design principles that anticipates and allows for future adaptations needed by the ever-changing resident needs and lifestyle and ultimately extending the useful life of the home.



General Design Narrative



As required by the 2010 Joint Regulation and the International Green Construction Code the houses proposed will comply with the minimum standards required for single-family homes by the National Green Building Standard (NGBS) ICC/ASHRAE 700-2015. This compliance will demonstrate that the homes proposed will achieve high performance in terms of site design, resource efficiency, water and energy efficiency, indoor environmental quality and building operation and maintenance. The minimum scoring of this rating system requires 91 points from Site Design for One Star for Land Development and 231 points for a Bronze certification for the new house construction. The strategies to meet these goals will be implemented in the following areas:

- Siting
- Construction
- Design
- **Building Elements**
- Construction Materials And Methods
- **Finishes**
- Equipment

Equipment Specifications

- Potable Water Cistern: UV resistant600 gallons on roof (hurricane resistant installation) The pump shall be installed on ground level. Roof installation saves site area and allows for gravity water distribution when there is no power.
- 2. Solar Water Heater, certified by SRCC and EPA Energy Star, corrosion resistant and hurricane resistant installation.
- 3. Option for Gas Stove and Clothes Dryer.
- 4. Ceiling Fans on all bedrooms and Living Dining Area.
- 5. Capability to install High Efficiency Inverter PTAC units in bedrooms (by Owner)
- 6. Connections provided for Photovoltaic Panels on Roof to be installed by Owner. Batteries and Inverter by Owner (closet provided)
- 7. Prepared for connection of Emergency Power Generator by Owner.
- 8. Possibility of rain water collection to be used for irrigation and cleaning during emergencies (by Owner).
- 9. Water Purification System by Owner.
- 10. Residential grade water efficient plumbing fixtures bearing the EPA Water Sense label.
- 11. The toilets will be 1.28 gallons per flush or dual flush
- 12. Use of aerators in all faucets.
- Energy Star Appliances provided. 13.
- 14. Interior and Exterior Lighting; LED fixtures – warm color temperature.
- 15. Solar site lighting by Owner.



Construction Means And Methods- At the time of this RFP Proposal we are unable to establish locations, site conditions, quantities, and/or what model homes will be used. Since we are expecting to be building various houses simultaneously in many different sites, the construction approach presented in this proposal will consider each home as a stand-alone construction, rather than a housing development, where multiple adjacent houses can be built at the same time. Instead, we will be assigning distinct construction crews to each house being built. Our crews, along with our supervisory personnel will assess construction means and methods on a case by case scenario. Once the Pre-Construction meeting is held and when final construction in an expedited manner.

Site preparation will vary on site by site basis. Earth fill, earth to cut and remove, earth betterments that may be necessary will all be performed according to site requirements and design parameters. We anticipate that the primary formwork to be used will be handset methods. Plywood and lumber will be the primary materials for formwork for the concrete structures, but we will consider using modular lightweight steel forms as they become available and may be incorporated into the construction. Once the housing concrete structures are completed, we will proceed to relocate most of the materials used for the formwork to different sites where they may be re-used as necessary.

Masonry, plaster, and general housing unit finishes will all be performed following specs and quality standards for each of the housing units to be built.

Project documentation, daily reports, progress photographs, concrete tests, quality assurance, safety, supervision, budget, and time will be some of the factors used to monitor and keep records of each home to be impacted by the R3 Program.

Expected Time Of Construction –For the new homes construction, we have estimated that our expected time of construction will be within the 120 days set forth and required by the RFP documents.

Strategies To Meet Budget— Our team's combined experience of over 100 years in the construction industry in Puerto Rico tells us that we know the real costs of construction in our local market. Throughout our history, we have experienced market conditions that have caused construction pricing to change over time, and we have been able to adapt to those changes.

Our cost estimates for this RFP have taken current local market conditions into consideration, and we are confident that project costs will be kept within budget and within time.



Home Construction





CEIBA MODEL 3 BEDROOM | 2 BATHROOM – TWO STORY HOME







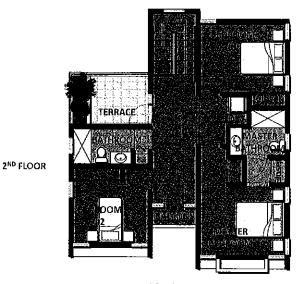
The CEIBA house plan presented in this proposal is a two-story, three-bedroom, two-bathroom home. The floor plan of the house is divided into three distinct bays. The vertical circulation occupies the central core of the plan. The house is entered from the sidewalk through a central pathway, bordered with a planned planting area, that leads to a roofed front porch located on the center of the three-opening façade. The procession of the pedestrian to the porch and the residence entry predominates and is anchored by an interior garden located at the end of the walk. The end wall of the green area becomes a focal point. The front door of the house is glazed aluminum and is hidden from the street by its placement on one of the side walls of the porch. This allows for privacy and visual integration of the greenery at the entry point with the living area of the home. The porch acts as a connector from both the street and the carport to the personal realm of the home. Once inside the visitor is welcomed by a spacious living and dining room. The entire first floor has 9 feet high ceilings. Operable, hurricane resistant, insulated windows on the front façade are placed 18" from the finished floor extending the full height of the wall. Operable, single hung windows located at 3 feet from the finished floor are located on the side wall of the dining area. The interior volume of the first level is an open volume with no intermediate walls and openings on all four perimeter walls which gives the illusion of an ample living area full of sunlight and tropical breeze. The open floor plan gives the homeowner flexibility in the furniture arrangement. The kitchen area placement at the rear of the first level plan creates a direct connection to the backyard. A powder room has been provided on the first floor for house guests.

The bedrooms are located on the second-floor level. All three bedrooms have operable windows on two of the walls to allow for daylight and cross ventilation. The central circulation bay on the second floor has an aluminum and glass door at its end with access to a small balcony that faces the street. This strategy provides a focal point that anchors the residence to the surrounding neighborhood and fies the resident to the context where he lives.

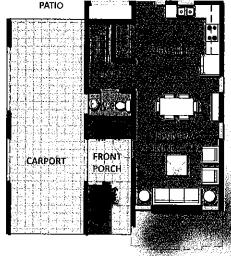
The roof of the carport at the second level is planned as a small side terrace as an added amenity to the home that provides opportunities for familial interaction and affords occasion to connect with neighbors.

The exterior architectural vocabulary of the street elevation uses transparency to convey feelings of welcoming and openness. The plane of the front facade of the living room and master bedroom is given predominance by its placement and articulation. By considering diverse needs and abilities, the plan of this house employs universal design making the house functional, flexible and adaptable to all users regardless of age, size and/or disability.

Lastly, the CEIBA prototype translates the traditional Puerto Rican home and establishes a progressive offer where each one of the program recipients feels connected and optimistic.



1ST FLOOR



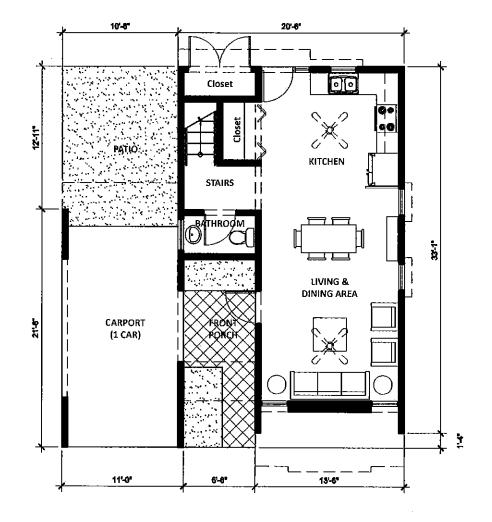


Design Narrative



CEIBA MODEL Two Story 3 Bedroom | 2 Bathroom SPACE AND AREA PROGRAM - FIRST FLOOR

	Square Feet
Living & Dining Area	240 (net)
Kitchen	84 (net)
Bathroom	23 (net)
TOTAL INTERIOR FLOOR AREA -FLOOR 1	536 (GROSS)
Front Porch	45 (net)
Carport (1 Car) 10'x20'	200 (net)
TOTAL FLOOR AREA – FLOOR 1	798 (GROSS)







Conceptual Floor Plan-1st Floor

CEIBA MODEL

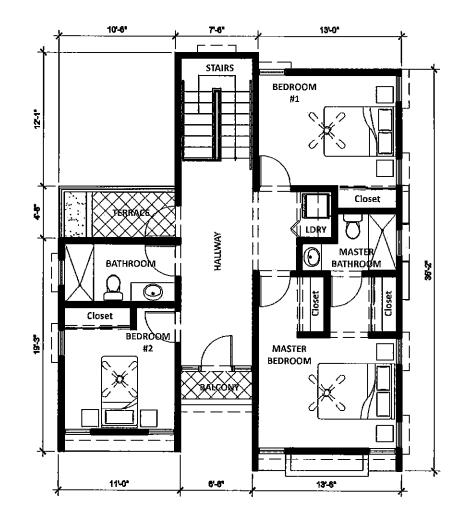




CEIBA MODEL

Two Story 3 Bedroom | 2 Bathroom SPACE AND AREA PROGRAM- SECONF FLOOR

	Square Feet
Bedroom #1 (with closet)	136 (net)
Bedroom #2 (with closet)	110 (net)
Bathroom	53 (net)
Master Bedroom	144 (net)
Master Bathroom & Closet	84 (net)
TOTAL INTERIOR FLOOR AREA - FLOOR 2	859 (GROSS)
Terrace	49 (net)
Balcony	20 (net)
TOTAL FLOOR AREA- FLOOR 2	928 (GROSS)

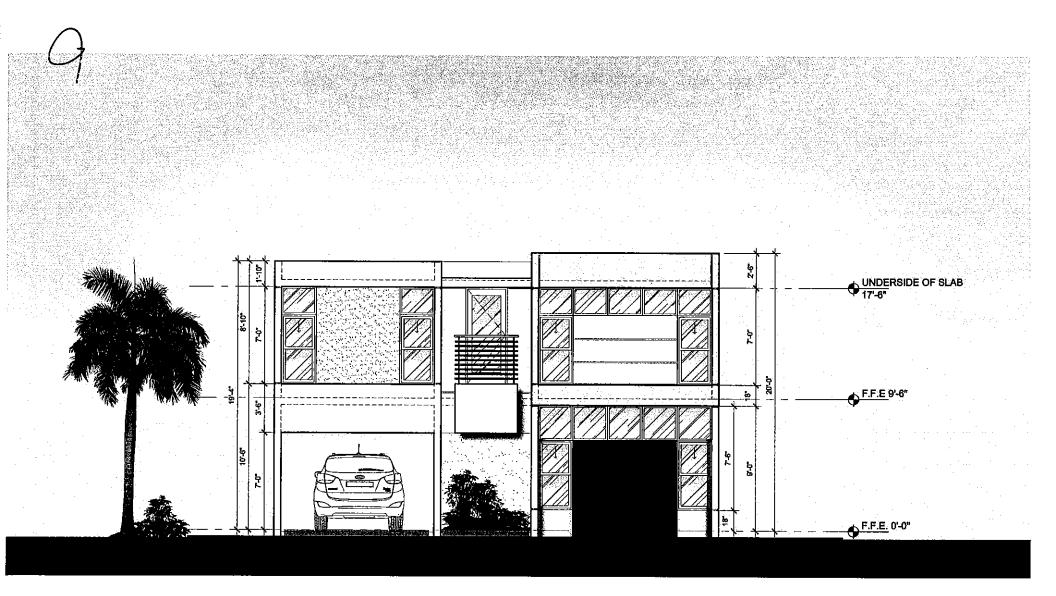






Conceptual Floor Plan-2nd Floor





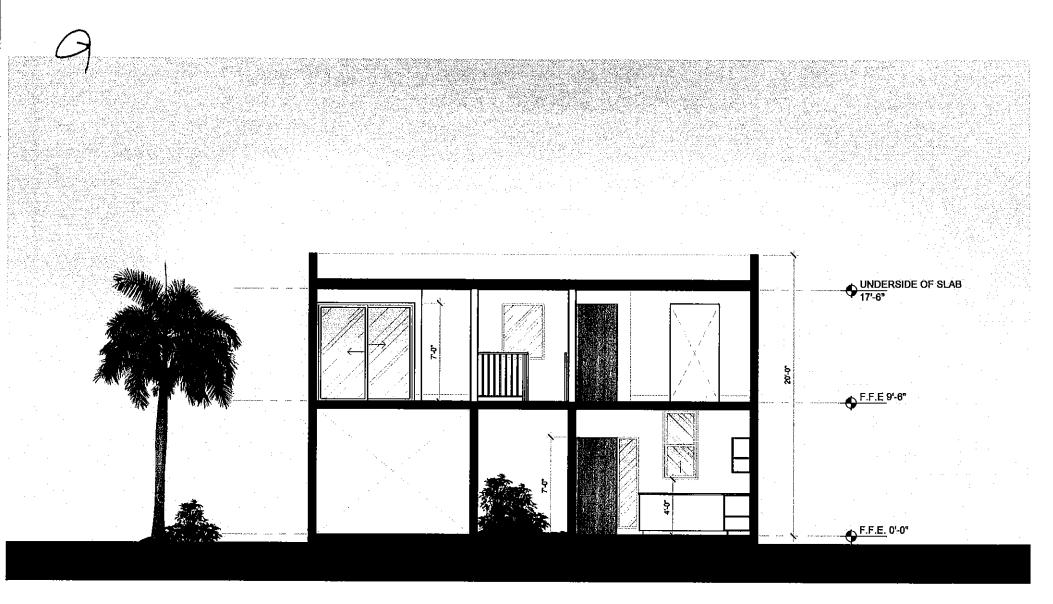




Conceptual Elevation

CEIBA MODEL









Conceptual Section

CEIBA MODEL







Perspective View

CEIBA MODEL







3D Front Facade

CEIBA MODEL





CEIBA MODEL





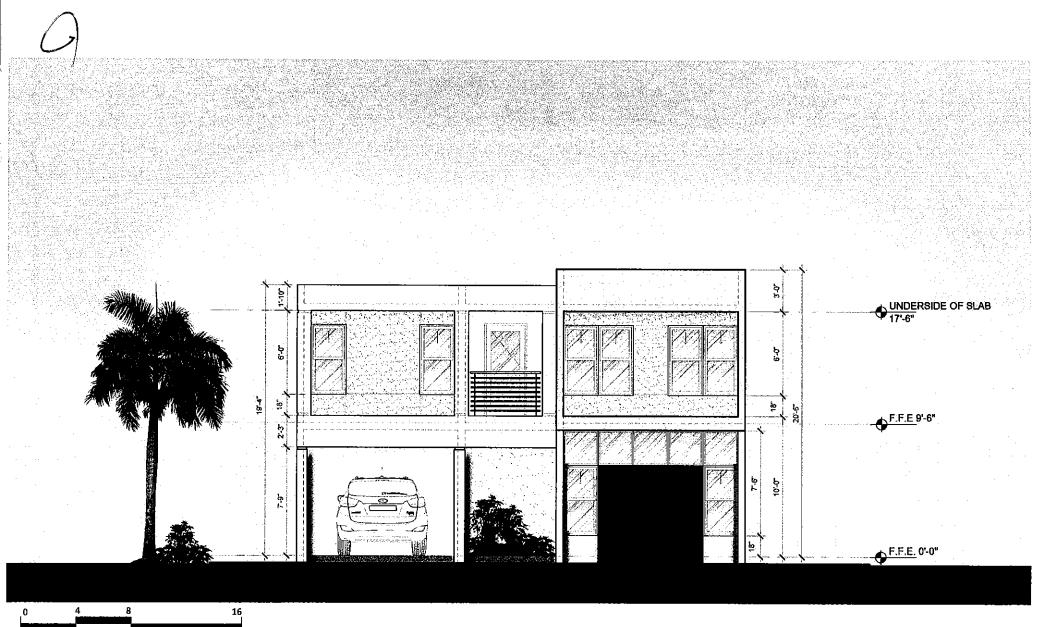




Conceptual Alternate Elevation A

CEIBA MODEL





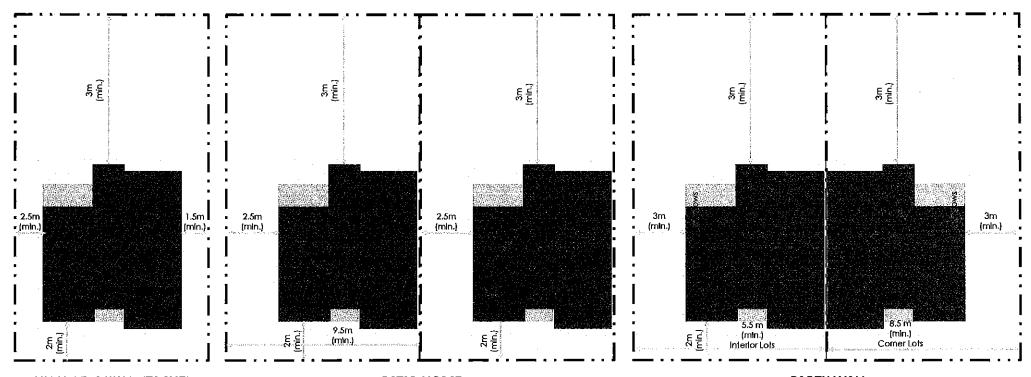


Conceptual Alternate Elevation B

CEIBA MODEL







SINGLE FAMILY DETACHED

PATIO HOME

PARTY WALL

Per requirements of the 2010 Joint Regulation of the Puerto Rico Planning Board for Districts R-1 and Affordable Housing Projects





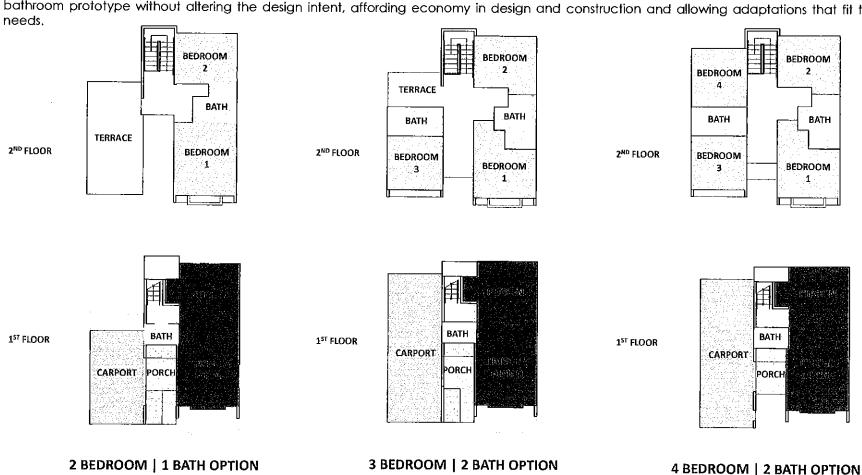
Siting Opportunities

CEIBA MODEL

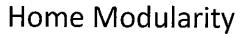


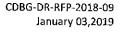


 Modularity: The design of the CEIBA model affords opportunities of economy, transformation, renovation and growth as the needs of its residents change over time. Additional bedrooms and bathrooms are building blocks that can be added or subtracted from the standard three bedroom-two bathroom prototype without altering the design intent, affording economy in design and construction and allowing adaptations that fit the end user



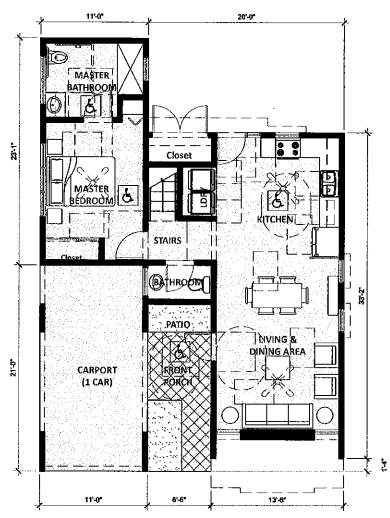




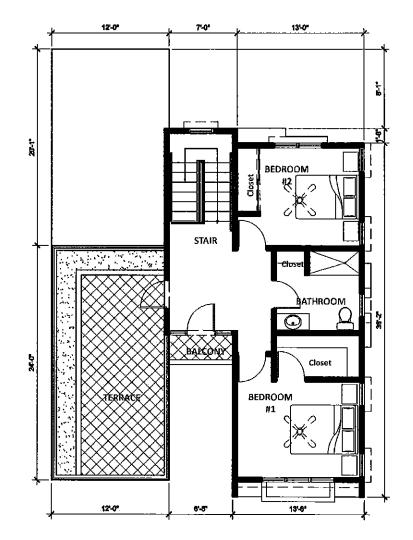








Accessibility and Universal Design: The standard prototype of the **CEIBA** model has been designed with the appropriate space relationships and dimensions to benefit and allow its enjoyment by all types of users regardless of ability and age.



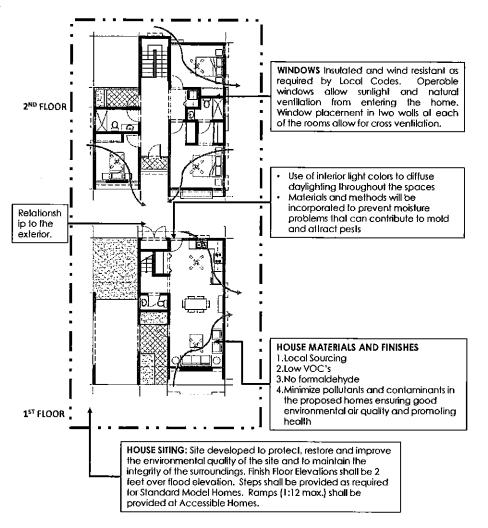


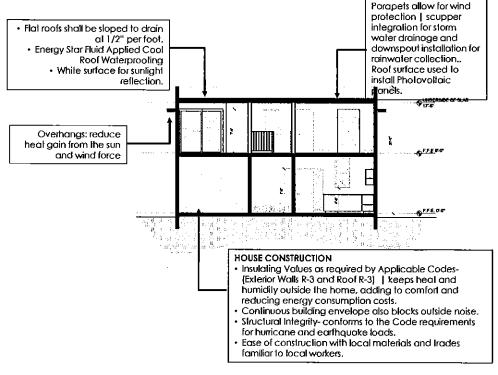
CEIBA MODEL













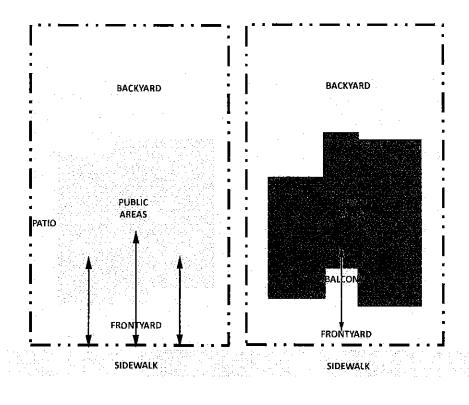
Resiliency and Sustainability

CEIBA MODEL





- House shall be placed on site as close to the front property line as permissible by zaning regulations in order to create rhythm and an integrated neighborhood articulation.
- House shall be oriented with the public spaces to the street.
- The patio access on the side yard gives a message of engagement and participation.
- Each residence becomes a social hub that is part of a larger community or neighborhood.
- Strong entry identification through pedestrian porch which invites neighbors to come together.



1ST FLOOR

2ND FLOOR



Community Engagement

CEIBA MODEL





LAUREL MODEL 3 BEDROOM | 2 BATHROOM – SINGLE STORY HOME









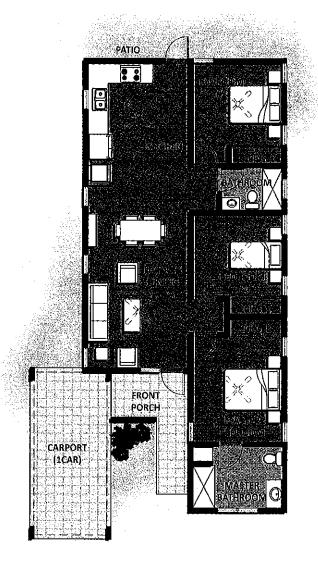
The LAUREL house plan presented in this proposal is a single story, three-bedroom, two-bathroom home. The house is entered from the sidewalk through a central pathway, bordered with a planned planting area, that leads to a roofed front porch. The procession of the pedestrian to the porch and the residence entry predominates and is anchored by the front door of the house. The porch acts as a connector to the personal realm of the home. Once inside the visitor is welcomed by a spacious living and dining room. The entire structural bay of the living dining and kitchen area has 9 feet high ceilings.

Operable, single hung windows will be located at 3 feet from the finished floor are located on the side wall of the public areas of the home. The interior volume of the communal resident spaces of the house is open with no intermediate walls which give the illusion of an ample sunlit space that affords tropical breeze when windows are open. The open floor plan gives the homeowner flexibility in the furniture arrangement. The kitchen area placement at the rear of the first level plan creates a direct connection to the backyard.

The spatial order of the home is organized to accommodate the bedrooms parallel to the living areas giving each bedroom direct access to the shared spaces of the home and encouraging interaction within the residence. The structural bay of the bedrooms has 8 feet high ceilings for an economy in construction and in order to provide a filting environment that invites to rest. The placement of the bathroom of the Master Bedroom on the front façade serves as a buffer from the noise and pallution of the street contributing to a healthier indoor atmosphere. This area organization of the home minimizes the need for interior hallways, reducing circulation space and making the layout very efficient in terms of space usage.

Entrance to the patio is on the rear of the plan through the kitchen providing a clear and direct connection to the exterior. The exterior aesthetic vocabulary of the home convey the traditional Puerto Rican values of ownership, worth, status, identity and belonging attributed to one's home. By considering diverse needs and abilities, the plan of this house employs universal design making the house functional, flexible and adaptable to all users regardless of age, size and/or disability.

Ultimately, the prototype of the LAUREL house reinterprets the traditional shotgun housing model of Puerto Rico and represents an offer of a safe contemporary home that each of the recipients can make its own.





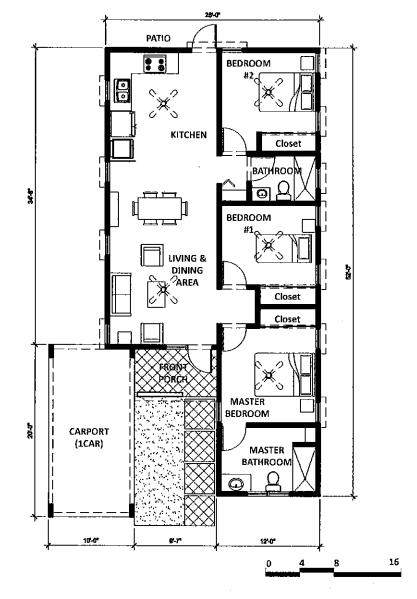






Laurel Model Single Story 3 Bedroom | 2 Bathroom (Alternate) SPACE AND AREA PROGRAM

<u> New York (1988) and the State of the Control of t</u>
Square Feet
267 (net)
115 (net)
116 (net)
126 (net)
40 (net)
121 (net)
96 (net)
1,07 9 (GROSS)
53 (net)
200 (net)
1,330 (GROSS)

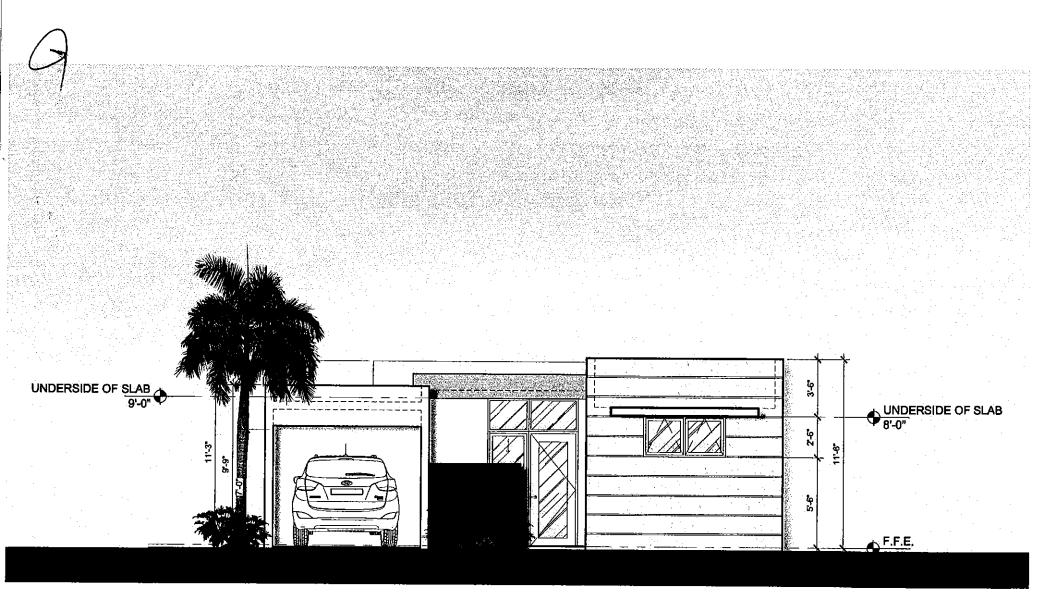


Conceptual Floor Plan

LAUREL MODEL







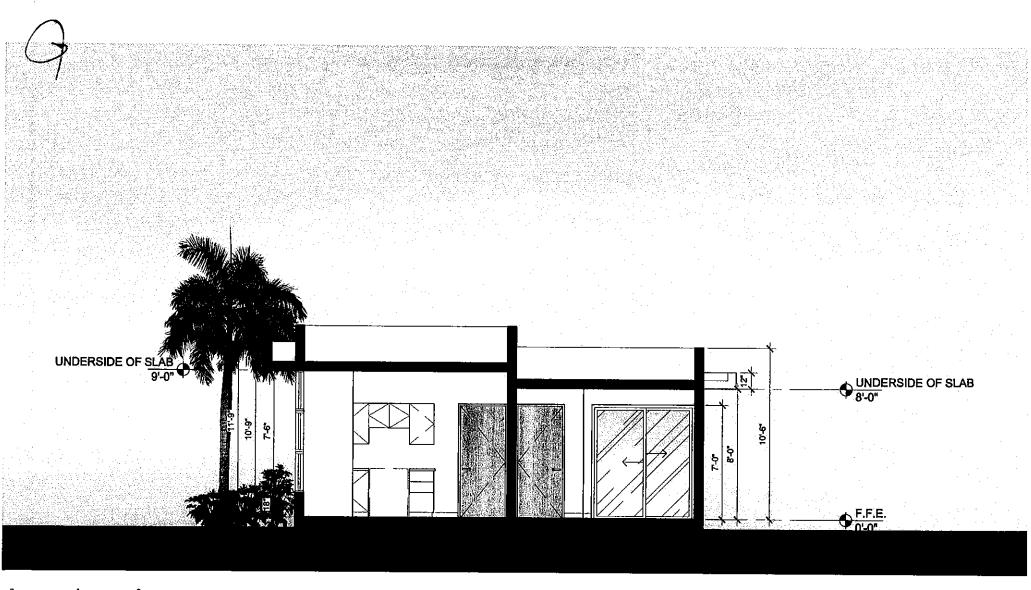




Conceptual Elevation

LAUREL MODEL









Conceptual Section

LAUREL MODEL







3D Front Facade

LAUREL MODEL











VOLUNTARY SELF-CERTIFICATION OF SECTION 3 STATUS

PUERTO RICO PUBLIC HOUSING ADMINISTRATION ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3	Preference in Training and Employment
l,, am a	e legal resident of the
and meet the income eligibil as published on the reverse.	lity guidelines for a low-or very—low income person
My permanent address is:	
I have attached the following documentation as eviden	nce of my status:
Copy of lease	Copy of receipt of public assistance
Copy of Evidence of participation in a public assistance program	Other evidence
Signature	Date
Print Name	Date
SUB-CONTRACTOR:	PHASE.





SECTION 3 COMPLIANCE PLAN

This document serves as the Section 3 Plan for **Homeowner Repair**, **Reconstruction**, or **Relocation Program Construction Managers** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and HUD's regulations in 24 CFR part 135, which implement the Section 3.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (hereinafter Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD assistance or HUD assisted project covered by Section 3, shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons and businesses, particularly those who are recipients of HUD assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

A "section 3 resident" is: 1) a public housing resident; 2) a low- or very low income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended.

GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

FR-BLDM, **LLC** will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section. The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities and economic opportunities will be made available to Section 3 residents as follows:

(i) 30% of the aggregate number of new hires/training opportunities

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: public housing residents or persons who live in the area where a HUD assisted project is located and who have a household income that falls below HUD's income limits certified as Section 3 eligible. Where low income is defined as 80% or below the median income of that area and very low is defined as 50% or below the median income.



Second Priority: Participants of public and social service programs of Puerto Rico, using HUD funding.

Pate



 Third Priority: Other low- and very-low income residents throughout cities and towns where the company is working, that are certified as Section 3 eligible

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, **FR-BLDM**, **LLC Team Members** has designed and implemented procedures to comply with the requirements of Section 3 in order to comply with Section 3, and will have an active role in ensuring Section 3 compliance. We will submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires (Worker Utilization Form included here).

The following list of strategies will be implemented and followed to assure employment, training and contracting goals required by Section 3 including, but not limited to, the following:

- FR-BLDM, LLC will assure that their Human Resources Manager (Section 3 Coordinator) and Managerial Staff attend PRPHA Section 3 annually, so they understand and keep current with Section 3 compliance responsibilities as contractors. Additional orientation regarding compliance duties and responsibilities will be given internally and included in their job descriptions.
- FR-BLDM, LLC has assigned Dr. Judith M. Monrouzeau and Mrs. Linette Suárez as their Section 3 Coordinator to coordinate all Section 3 related activities and to reach the employment and contracting goals.
- FR-BLDM, LLC will identify current employees that are or can be certified as Section 3 eligible.
- FR-BLDM, LLC will make efforts to outreach to low and very low income individuals or firms located in or owned substantially by residents, women or personas who are resident of public housing authorities or Section 3 residents from the area where the project will be located, as part of our efforts to comply with Section 3. The JV will do this effort through the Economic Development Division of the Residents and Community Programs Area.
- FR-BLDM, LLC notify section 3 residents and section 3 business concern regarding employment and economic opportunities available.
- FR-BLDM, LLC will publish in conspicuous places at work sites, where both employees and applicants for training and employment can see our contractor commitment under Section 3 clause. This notice will describe the section 3 preference, minimum number or jobs, job titles subject to hire, availability of apprentice and training positions, the qualifications for each of the position and the anticipated date the work will begin.



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- FR-BLDM, LLC will publish job opportunities for section 3 residents, in Department of Labor agencies, Public Housing Projects and other public agencies that serve Section 3 eligible candidates.
- FR-BLDM, LLC will inform Section 3 residents in public housing projects and neighborhoods about available training and job opportunities distributing flyers, posting signs and placing ads in local newspapers.
- FR-BLDM, LLC will keep a procedure to certify Section 3 residents and business concerns and incorporate a preference for employment and contracting opportunities.
- FR-BLDM, LLC will maintain a list of eligible residents and businesses by skill, capacity, and
 interest to contact them on periodic basis when employment and/or contracting
 opportunities area available.
- FR-BLDM, LLC will offer employment and training opportunities to residents, women, minority or persons with low or very low income in the public housing projects or the area where the public housing projects is located, who would like to participate in the process and are qualified for the positions available.
- FR-BLDM, LLC will contact Resident Councils in the public housing projects and its Management Agents to ask for their collaboration and help in identifying section 3 and minority candidates and firms.
- FR-BLDM, LLC will require contractors and subcontractors to post information of job opportunities at their Central Office and Corporate Websites, for all persons interested including, residents, women, minorities or persons with low and very low income in the public housing projects or areas where the project is located.
- FR-BLDM, LLC will notify contractors and sub-contractors recipients about their Section 3 responsibilities.
- FR-BLDM, LLC will include section 3 clause in every covered contract to assure compliance with 24 CFR part 135.
- FR-BLDM, LLC will, according to the contract if awarded, agree to send to each labor organization or representative of workers with which it has a collective bargain agreement or other understanding, if any, a notice advising, the labor organization workers or representative, of its commitments under Section 3 clause, and will publish this notice in conspicuous places at the sites where both employees and applicants for training and employment positions can see the notice.



• FR-BLDM, LLC will pay not less than the wages prevailing in the locality, as determined by, and adopted by the Secretary of HUD, to all architects' technical engineers, draftsmen, and technicians, as established in Section 12 of the Housing Act.

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- FR-BLDM, LLC will monitor contractor's compliance, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24CFR part 135, including imposed penalties for non—compliance.
- FR-BLDM, LLC will not subcontract with any subcontractors where the contactor has notices or knowledge that the subcontractor has been found in violation of the regulation in 24 CFR part 135.
- FR-BLDM, LLC will submit Section 3 Annual Summary Report (Form HUD-60002), for all actions taken to comply with the requirements, and will do on timely basis, that is, and/or, at the end of the Project, no later than ten (10) days after the Projects Completion Date.
- FR-BLDM, LLC will put their greatest extent feasible effort to meet their goals.
- FR-BLDM, LLC when the established goals cannot be met, will identify the reasons and barriers, and will explain why the goals were not met.





SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project:	
Name of (Sub)Contractor:	
Amount of Award: \$	

	Number of Anticipated Hires	Number of Filled Positions	Number of Section 3 Hires
Skilled			
Semi-Skilled			
Skilled Trainees			
Unskilled Trainees			
Semi-Skilled Trainees			
Professional & Admin			
Clerical			
Apprentices			
Other			



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NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project and it applies to contractors, subcontractors, developers, and/or sub-recipients. **FR-BLDM**, **LLC** commits to award to Section 3 business concerns:

- 1. At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- 2. At least 3 percent (3%) of the total dollar amount of all other Section 3 covered contracts
- 3. At least 20% of Disadvantage/Minority Owned Businesses
- 4. At least 5% of Women Owned Businesses.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, i.e. companies 51% owned by Section 3 Residents.
- (ii) Second priority will be given to companies with a high percentage (30%) of Section 3 residents as employees this option is applicable to most businesses.
- (iii) Third priority will be given companies who commit to subcontract 25% of their contract amount on the covered project to Section 3 Business Concerns.



SECTION 3 PROCUREMENT PROCEDURES:

In the procurement area, **FR-BLDM**, **LLC**, has in place procedures to assess and evaluate proposals received by Section 3 Resident-Owned Participant Vendors, Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) programs. As required by the PRPHA, these procedures include, but are not limited to, the following:

- a. When determining the responsibility of potential Contractors, FR-BLDM, LLC will consider their record of Section 3 compliance based on past actions and current plans related to the pending Contract.
- b. FR-BLDM, LLC will be contacting business assistance agencies, minority Contractors (MBE/WBE) associations and community organizations to inform them of contracting

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opportunities, and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for Contracts for work in connection with Section 3 covered assistance.

- c. FR-BLDM, LLC will be advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the administrative offices of the projects.
- d. FR-BLDM, LLC will be contacting resident councils and other resident organizations and requesting their assistance in identifying business concerns.
- e. **FR-BLDM**, **LLC** will be providing written notice to all known Section 3 businesses or businesses concerns about contracting opportunities, with sufficient time to participate in the Invitation for Bids or Request for Proposal.
- f. **FR-BLDM**, **LLC** will be informing Section 3 businesses or businesses concerns in pre-bid meetings about future opportunities of contracting.
- g. FR-BLDM, LLC will be carrying out workshops on contracting procedures and specific Contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities.
- h. **FR-BLDM**, **LLC** will advise Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- i. **FR-BLDM**, **LLC**, where appropriate, will be breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- j. **FR-BLDM**, **LLC** will be contacting agencies administering HUD Youth Programs and notifying these agencies of the contracting opportunities.
- k. FR-BLDM, LLC will be developing a list of eligible Section 3 business concerns.
- I. FR-BLDM, LLC will be establishing or sponsoring programs designed to assist residents of public housing in the creation and development of Resident Owned Businesses.
 - m. FR-BLDM, LLC will support businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), and other local agencies.
 - n. **FR-BLDM**, **LLC** will encourage financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial needs.





o. FR-BLDM, LLC will be actively supporting joint ventures with Section 3 business concerns and other businesses that assist them.

LIST OF SMALL BUSINESSES

The following is a list of Small Business and Minority Owned Companies, that **FR-BLDM**, **LLC** had sub-contracted or purchase during their past projects, allocating hundreds of Thousands of Dollars. It is our plan to keep this list and expanded as part of its commitment to Section 3 Resident-Owned Participant Vendors, Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) programs.

Name of Project	Bandunt on Comitae	C.D.	CDD	WOSD	\ \	471/045	
Name of Business	Product or Service	SB	SBD	WOSB	VOSB	SDVOSB	HSB
Air Master	Doors	х	x	<u> </u>			
Atlas Roofing	Water proofing	х					
Caribbean Paint	Painting	х	<u> </u>				
Structural Steel Works	Structural	х	х	х			
General Office Supplies	Office Supplies	x	x			ļ	x
The Office by EMR	Furniture Supplier	х	х		x		
Vasalla Industries	Pipes	х					
Ecológica Crumelo	Concretes Blocks	х	х	x			
West Paving & Develop.	Asphalt	х	Х				
Term landscape	Landscaping	х		х			
Danosa Carribean	Water proofing	х		x			
Epsilon Construction	Site	x			x		
R2 Communication Group	Telecommunications	x					
Glasstra	Windows	х	x				
American Agencies	Metal Doors	x	x				
Universal Fire Sprinklers	Fire Sprinklers	х					
Sherwin Williams	Paint						
Design Build	Janitorial						







Business Communications	Data Security					
Deya Elevators	Elevators					
Girard	Furniture		. <u>-</u>			
Atlantic Pipes	Sanitary Sites	x		-		

SECTION 3 COMPLIANCE UNDERSTANDING AND COMMITMENT:

- FR-BLDM, LLC will certify that any vacant employment position, including training or apprentice positions, that are filled (1) after selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent our obligations under 24 CFR part 135.
- FR-BLDM, LLC understands that noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.
- FR-BLDM, LLC understands that with respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. And commit to comply with:
 - Giving preferences and opportunities for training and employment to Indians,
 - o Giving preference in awarding contracts and subcontracts to Indian organizations and Indian-owned Economic Enterprise's parties that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extend feasible, but no in derogation of compliance with section 7(b).



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Project Name:

HUD SECTION 3 (HUD3) PARTICIPATION FORM

FR-BLDM is committed to meetin Women-owned Business Entrprise applies to all projects funded thro U.S.C. 1701u) (Section 3), is to enthe greatest extent feasible, and covery low-income persons, particul opportunities to low- and very low Judith M. Monrouzeau at 787-761	es (WBE) cough NSP/CI nsure that transmistent with larly those well- v-income per	ompanies, a DBG/HOMI aining, emp h existing I who are recip rsons. Ques	s well as HUD E. The purpose loyment and ot rederal, State a pients of gover tions about the	Section 3 competer of Section 3 of Section 3 of the seconomic of the secon	panies certified with the factoring and Urban prortunities generated and regulations, be director for housing, and to be	e Human Relations Cou an Development Act of by certain HUD financi acted to the greatest extensions concerns, which	neil. This co 1968, as ame al assistance nt possible to provide ecc	ommitment ended (12. e shall, to to low- and onomic
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Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 \$ Amount of Total Base Bid	
HUD Section 3 Business Firm Nar	ne		•					
Tax I.D. Number Street Address				-				
City/State/ Zip Code				<u> </u>				
Phone								
Total \$ Amount of PRIME CONT	RACTOR'S	Base Bid		Total \$ to	HUD3 Firm	Total % to	J HUD 3 Firm	
PRIME CONTRACTOR'S PRINTED	NAME AND S	SIGNATURE]			·		
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				City/State/Zip				11



STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the PRPHA and HUD that I have been duly provided with information regarding Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company. I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the PRPHA may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Judith M. Monrouzeau	
COMPANY AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
HR and Compliance Executive Director	
TITLE	
COMPANY SECTION 3 COORDINATOR (Leave blank if the same as authorized representative)	
imonrouzeau@bldmpr.com	787-761-3030 ext 253
EMAIL ADDRESS	PHONE
FR-BLDM, LLC	
COMPANY NAME	
PO Box 191213 San Juan PR 00919-1213	
COMPANY COMPLETE ADDRESS	
COMPANY WEBSITE (if applicable)	

John E



SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, FR-BLDM, LLC develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of \$100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the HUD's regulations in 24 CFR part 135, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Judith M. Monrouzeau	
HRC SECTION 3 COORDINATOR	
SIGNATURE OF SECTION 3 COORDINATOR	DATE
PRESIDENT OF FR-BLDM, LLC	<u> </u>
SIGNATURE OF PRESIDENT	DATE

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CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRATING AND DEMONSTRATION OF CAPABILITY

Name of Business	
Address of Business	
Type of Business: Corporation Sole Proprietorship	Partnership Joint Venture
Attaches is the following documentation as evidence	ce of status:
For business entity as applicable: Copy of Articles of Incorporation Assumed Business Name Certificate List of owners/stockholders and ownership of each Organization chart with names and titles and brief function statement	 □ Certificate of Good Standing □ Partnership Agreement □ Corporation Annual Report □ Latest Board minute appointing officers □ Additional documentation
Evidence of ability to perform successfully under the Current financial statement Statement of ability to comply with public po List of owned equipment List of all contracts for the past two years	
Option #1 For Business claiming status as a Section	3 <u>resident-owned enterprise</u> :
Copy of resident leaseCopy of evidence of participation in a public assistance program	Copy of receipt of public assistanceOther evidence
Option #2 For business claiming Section # status, cl currently Section 3 residents or were Section 3 eligib employment with the business:	
☐ List of all current full-time employees	 List of employees claiming Section 3 status Other evidence of Section 3 status less than 3 years from date of employment
Option #3 For business claiming Section 3 status by to qualified Section 3 business: List of subcontracted Section 3 business(es) and	
	(Corporate Seal)
Authorizing Name and Signature	
Attested by:	

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General Statement

as the subcontractor, is committed to comply with the Section 3 act, the Section 3 regulations, and the Puerto Rico Public Housing Authority Section 3 Guidelines. It is our desire to work together with the Owner and the General Contractor to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in any subcontracts we may award. We have been informed of the Section 3 requirements and goals set forth by the Owner and the General Contractor. Our submission of this document shall also be our agreement to follow the Section3 Plan submitted to the by the Owner/ Developer and the General Contractor to the local monitoring agency.

Employment and Training

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

Any goal established in this plan must be met, or proof provided as to why the goal was not met.

Attachments

The following attachments are incorporate into and made a part of this Section 3 Plan:

Section 3 Clause that will be included in al contractors
Permanent Employees Listing for the Subcontractors
Workforce Needed for Section 3 Covered Project for the Subcontractor

We agree to provide to the Developer the following documentation as soon as the information is available to us:



- Monthly New Hires Reports for the Subcontractor including Section 3 Residents.
- Section 3 Residents New Hires Trained by the Subcontractor.
- HUD 60002 Final Report

We agree to immediately report any changes in this plan, including but not limited to, changes in the dollar amount of contractors awarded and staffing needs.

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∡FR-BLDM[□]

Date:	
SUBCONTRACTOR:	
(Print/type name)	,
By:	
(Print/type name)	

John E



What is Section 3

- It is not optional.
- It is a legal obligation established by law to foster local economic development and neighborhood improvement.
- It is one of the HUD tools for ensuring federal expenditures in economically distressed communities have a multiplier effect.
- The Housing and Urban Development Act of 1968 (HUDA) requires that certain funded projects to meet to the greatest extent feasible specific goals for contracting, hiring and training low income people to work on these projects.
- Section 3 is leverage to address unemployment and underemployment by reducing poverty.
- The law is narrowly failured to provide preferences for low income people in the associated hiring, training and contracting.
- Even if HUD funds are only part of the project costs, Section 3 applies to the entire project.

Who Qualifies

- All public housing residents
- All low-income persons with income </-80% of the Area Median Income (AMI) living in the county where the covered project is located. (See Area Income Chart)
- Section 8 assisted families can qualify based on their household income. (See Area Income Chart)
- Goal to ensure 30% of new full-time hires are Section 3 Residents. Hiring goals apply to everyone.

Section 3 Compliance

- 30% of the aggregate number of new hires shall be Section 3 Residents.
- 10% of all construction contracts shall be awarded to Section 3 Business Concerns.
- 3% of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.
- Failing to meet the numerical goals bears the burden of demonstrating why it was not possible.

Becoming a Section 3 Business Concern

- Option #1 Companies 51% owned by Section 3 Residents
- Option #2 Companies with a high percentage (30%) of Section 3 Residents as employees this option is applicable to most businesses.
- Option #3 Companies who commit to subcontracting 25% of their contract amount on the covered project to Section 3 Business Concerns. (Option #3)
- Cost considerations insufficient grounds for not complying with the 1968 Act



New Hire Report

First Name:			
Project No.			
Project Name	: PHASE:		
Project Addre	ss:		
Period Covere	ed: to		
Date Submitte	ed:		
Check those t	hat apply:		
	We have <u>not</u> hired any new employees during the above period		
	We have hired new employees during the above period		
We have <u>not</u> hired any new Section 3 Resident Employees during the above period			
We have hired new Section 3 Resident Employees during the above period			
If you have hire steps were tak	ed new employees that are not Section 3 Resident Employees please explain what en to solicit employees who are Section 3 Residents:		
	Published/advertised in local newspaper a notice of potential employee and training opportunities for Section 3 Residents.		
	Placed Signs or Posters in a prominent location at the Section 3 Covered Project site notice af the potential employment and training apportunities for Section 3 Residents		
	Distributed employment flyers, notices and other information related to the Section 3 employment and training apportunities for the Section 3 Covered Praject site to local public housing authority(s), labor organizations, or worker representatives with whom firm has a collective bargaining of other agreement.		
If you have hire	ed new Section 3 Resident Employees please include the following:		
1.	 Completed Self-Certification for Resident Seeking Section 3 Preferences in Training and Employment Form Copies of all required documentation of evidence of Section 3 status 		
2.			
Contractor	Print Name and Title		
Signature	Date		



List all new hires for the above period:

	•
Employee Name:	
Hire Date:	Position:
Section 3 Resident (Y/N)	<u></u>
Training being provided (Y/N)	
If providing training - what type	
Employee Name:	
	Position:
Section 3 Resident (Y/N)	
Training being provided (Y/N)	
If providing training - what type	
Frankria a Nama	
Employee Name:	D 111
	Position:
Section 3 Resident (Y/N)	
	<u> </u>
If providing training - what type	
Employee Name:	
Hire Date:	Position:
Section 3 Resident (Y/N)	
Training being provided (Y/N)	
If providing training - what type	
Employee Name:	
Hire Date:	Position:
Section 3 Resident (Y/N)	<u></u>
Training being provided (Y/N)	
If providing training - what type	



<u>Instructions for Completing the Monthly Section 3 New Hire Report</u>

The report must be turned in by the 5th. of every month for the previous month for every month you work on site. If you are on a Gap Letter for an entire calendar month the report is not required for that month.

You will need two items to complete the report:

- 1. The core Employee List/Roster you "originally" turned in. If you have made changes to the list, the latest version is considered the original. The core list should list "everyone" who worked for your company on the date of the Davis Bacon contract.
- 2. The Certified Payrolls for the entire previous month. Ensure the payrolls span every day of the month.

Compare the employees in each weekly payroll against the Core List. Every employee on a payroll must appear on the Core List. If an employee is not found on the Core List there is one of two reasons:

Reason #1: The employee was erroneously left out of the Core List.

To cover reason #1 we will need 2 items:

<u>Item #1, a revised Core List</u>, adding the employee to the original Core List and dated prior to employee's first appearance on a certified payroll.

<u>Item #2, a letter of revision</u>, on company letterhead signed by a corporate officer containing the following language:

To whom it may concern:

Please be advised that employees (name of employee(s) were erroneously excluded from our core list.

Attached is our revised core list dated: ______ (prior to the employee's first appearance)

For reason #1 there will not be any names listed on the second page of the New Hire report.

Reason #2: The employee(s) is/are a New Hire(s) because he/she/they began to work for the company after the date of the Davis Bacon contract.

To cover reason #2 we will need 1 item:

<u>The New Hire report listing the new employee</u>. **Do not alter the original Core List**. A newly hired employee is never added to the Core List because an employee cannot be found on the New Hire report and the Core List.

For reason #2 there will be names listed on the second page of the New Hire report.

Once completed, the applicable items can be emailed back.



CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRATING AND DEMONSTRATION OF CAPABILITY

Name of Business					
Address of Business					
Type of Business: Corporation Partnership Sole Proprietorship Joint Venture					
Attaches is the following documentation as evidence of status:					
For business entity as applicable: □ Copy of Articles of Incorporation □ Assumed Business Name Certificate □ List of owners/stockholders and □ % ownership of each □ Organization chart with names and titles and brief function statement □ Certificate of Good Standing □ Partnership Agreement □ Corporation Annual Report □ Latest Board minute appointing officers □ Additional documentation					
Evidence of ability to perform successfully under the terms and conditions of the proposed contract: Current financial statement Statement of ability to comply with public policy List of owned equipment List of all contracts for the past two years					
Option #1 For Business claiming status as a Section 3 <u>resident-owned enterprise</u> :					
 □ Copy of resident lease □ Copy of receipt of public assistance □ Copy of receipt of public assistance □ Other evidence in a public assistance program 					
Option #2 For business claiming Section # status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:					
☐ List of all current full-time employees ☐ List of employees claiming Section 3 status ☐ PHA/IHA Residential lease than 3 years from day of employment ☐ Other evidence of Section 3 status less than 3 years from date of employment					
Option #3 For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business: List of subcontracted Section 3 business(es) and subcontract amount (Use separate form)					
Authorizing Name and Signature (Corporate Seal)					
Attested by:					

John E



General Statement

as the subcontractor, is committed to comply with the Section 3 act, the Section 3 regulations, and the Puerto Rico Public Housing Authority Section 3 Guidelines. It is our desire to work together with the Owner and the General Contractor to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in any subcontracts we may award. We have been informed of the Section 3 requirements and goals set forth by the Owner and the General Contractor. Our submission of this document shall also be our agreement to follow the Section3 Plan submitted to the by the Owner/ Developer and the General Contractor to the local monitoring agency.

Employment and Training

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

Any goal established in this plan must be met, or proof provided as to why the goal was not met.

Attachments

The following attachments are incorporate into and made a part of this Section 3 Plan:

Section 3 Clause that will be included in al contractors
Permanent Employees Listing for the Subcontractors
Workforce Needed for Section 3 Covered Project for the Subcontractor

We agree to provide to the Developer the following documentation as soon as the information is available to us:

- Monthly New Hires Reports for the Subcontractor including Section 3 Residents.
- Section 3 Residents New Hires Trained by the Subcontractor.
- HUD 60002 Final Report

We agree to immediately report any changes in this plan, including but not limited to, changes in the dollar amount of contractors awarded and staffing needs.

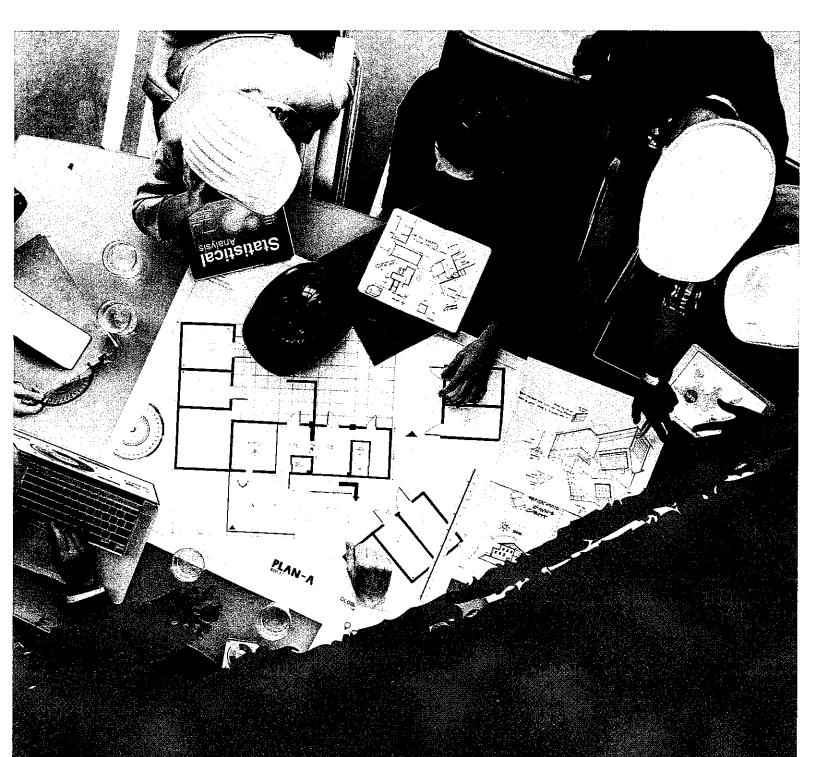


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P.O.BOX 9932, SAN JUAN, PR 00908-9932 | T: 787-753-7010

Attachment C



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;



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- 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 hurricane impacts to housina;
- 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



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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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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:

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- 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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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;



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- 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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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 10 of 46

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;
- Identifying 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 turn 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" x 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 a repair award 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





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;



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-Bacon 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 seporate, contiguous single-family houses aperated 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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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:

- 1. Puerto Rico Building Code (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
- 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")
- 6. 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")
- 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;
- 2. 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;
- 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.



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.

12.1.6.2. Green Standards for Replacement Home Construction

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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 nonconstruction 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

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, prior 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

Space	2-Bedrooms	3-Bedrooms	4-Bedrooms		
Front Porch	60.00 sq. ft.	60.00 sq. ft.	60.00 sq. ft.		
Kitchen	90.00 sq. ft.	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)				
Total Min. Area	800.00 sq. fl.	1,000.00 sq. ft.	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;



Attachment 2: Scape of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 37 of 46

- 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Hameowner Repair, Reconstruction, or Relocation Program Construction Managers Page 38 of 46

- 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.

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; 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 40 of 46

- 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:



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 41 of 46

- 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;





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 42 of 46

- 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;



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 43 of 46

- 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 for 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, Recanstruction, 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.

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 and construction complaints. All warranty and construction complaint issues shall be logged into



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 45 of 46

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;
- 2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
- 3. Have no duplication of benefits issues that could prevent the Program from providing services;
- 4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
- 5. 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 beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.



² https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018 code/2018state summary.adn

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Canstruction Managers Page 46 af 46

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



J

Attachment D

William Rios Maldonado

From:

Info <info@frcg.net>

Sent

Wednesday, August 14, 2019 1:55 PM

To:

William Rios Maldonado

Cc:

Damaso; Pancho; TOÑITO FULLANA; Toño Fullana; Jose M. Fullana (ITO); Vanessa de

Mari; Manela Cruz; Laura Pagan Santana

Subject:

BAFO Request :: CDBG-DR-RFP-2018-09 :: Homeowner Repair, Reconstruction, or

Relocation Program Construction Managers

Attachments:

Exhibit O-2_Replacement Home Cost Breakdown (For Single-Story 2 Bedroom Home) 2019-08-13.xisx; Exhibit O-2_Replacement Home Cost Breakdown (For Single-Story 3 Bedroom Home) 2019-08-13.xlsx; Exhibit O-2_Replacement Home Cost Breakdown (For Single-Story 4 Bedroom Home) 2019-08-13.xlsx; Exhibit O-2_Replacement Home Cost

Breakdown (For Two-Story 2 Bedroom Home) 2019-08-13_xlsx; Exhibit O-2 _Replacement Home Cost Breakdown (For Two-Story 3 Bedroom Home)

2019-08-13.xlsx; Exhibit O-2_Replacement Home Cost Breakdown (For Two-Story 4 Bedroom Home) 2019-08-13.xlsx; 00. Cost Proposal_Binder_Revised 08.13.2019.pdf

Date: August 14, 2019

Re: Request for information CDBG-DR-RFP-2018-09

To: Mr. William G. Ríos-Maldonado

Cc: Mrs. Pagán Santana

Please find attached a revised Cost Proposal for the Construction Manager Services CDBG-DR-RFP-2018-09.

If you have any question, please don't hesitate to contact us at your convenience.

Regards,

Please send acknowledgment of receipt



Paola Sánchez-Ruiz, MBA Assistant Chief Estimator

PO Box 9932

San Juan, PR 00908-9932

Office: 787-753-7010 Ext. 275 / Fax: 787-763-0269

E-mail: psanchez@frog.net & psestimados@gmail.com

Polit &



HOMEOWNER REPAIR,
RECONSTRUCTION OR
RELOCATION PROGRAM
CONSTRUCTION MANAGERS

FR-BLDM, LLC

T: 787-753-7010

F: 787-763-0269

E: INFO@FRCG.NET

P.O.BOX 9932 SAN JUAN, PR 00908-9932









August 13, 2018

William G. Rios-Maldondo Procurement Director Puerto Rico Department of Housing 606 Ave. Barbasa Juan C. Cordero Bldg. 9th Floor San Juan, Puerto Rico 00918

Re: B

BEST AND FINAL OFFER
REQUEST FOR PROPOSAL NO. CDBG-DR-RFP-2018-06
HOMEOWNERS REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
COMMUNITY DEVELOPMENT BLOCK GRANT FOR DISASTER RECOVERY

Dear Mr. Rios-Maldonado:

It is with great pleasure that we submit herein our response to the Best and Final Offer ("BAFO") for the Request for Proposal for the "Homeowners Repair, Reconstruction, or Relocation Program Construction Mangers" under the Community Development Block Grant Disaster Recovery. FR-BLDM, LLC has formed a TEAM of autstanding professionals experienced in the pre-development, design, management and construction of projects in Puerto Rico. This TEAM, totally formed of local companies, has vast experience and expertise in the Puerto Rico housing construction and development industry, and the necessary knowledge to excel in the development and construction of such an important project.

FR-BLDM have thoroughly reviewed the revised scope of work, as describe in the BAFO, and provides herein a revised Cost Proposal based on new model house plans that complies fully with the minimum Architectural and Design Standards. FR-BLDM have the proven knowledge and expertise necessary to start and complete a construction project with such a big logistical challenge and of this magnitude and will fully cover PRDOH's expectations to ensure the successful execution of this critical program in a timely manner.

We are fully committed to excellence and customer satisfaction, and look forward to providing this performance to the PRDOH. We hope that you find our proposal to your liking and are excited about being part of the PRDOH extended team.

Very truly yours.

Angel Antonio Fullana-Olivencia, PE

President

John E

EXHIBIT A-3 COST PROPOSAL CHECKLIST

∡FR-BLDM≌

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EXHIBIT A-3 COST 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.

ab	initials	Document Description	
	/ 20H	Company Cover Page	
	007	Proposal is bound into a single document using plastic of the left margin of the page.	omb or metal ring binders at
	00	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) reducted copy of the Proposal (if applicable)	
1	CO.	Exhibit A-3; Cost Proposal Checklist	
2	00	Exhibit O-1: Program Unit Price List Cost Form Signed Cost Form Electronic Copy of the Gost Form (Excel)	
3		 Exhibit O-2: Replacement Hame Cost Form (for Single-Signed Cost Form and Detailed Cost Breakdown Electronic Copy of the Cost Form (Word) and Detailed 	
4	M	Exhibit O-2: Replacement Home Cost Form (for Single-Si Signed Cost Form and Detailed Cost Breakdown Electronic Copy of the Cost Form (Word) and Detail	
5 (<u>Exhibit O-2: Replacement Home Cost Form (for Single-Signed Cost Form and Detailed Cost Breakdown</u> <u>Electronic Copy of the Cost Form (Word) and Detailed</u> 	
6	207	 Exhibit O-2: Replacement Home Cost Form (for two-Stores) Signed Cost Form and Detailed Cost Breakdown Electronic Copy of the Cost Form (Word) and Detail 	. ,
7 (20	 Exhibit O-2: Replacement Home Cost Form (for Two-Sto) Signed Cost Form and Detailed Cost Breakdown Electronic Copy of the Cost Form (Word) and Detailed 	•
В		 Exhibit O-2; Replacement Home Cost Form (for Two-Stores) Signed Cost Form and Detailed Cost Breakdown Electronic Copy of the Cost Form (Word) and Detailed 	
	the	Still	August 13, 2019

Ángel Antonio Fullana-Olivencia
Proposer's Authorized Representative Printed Name

EXHIBIT O-1 PROGRAM UNIT PRICE LIST S.

AFR-BLDMS



EXHIBIT O-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-RFF-2018-09
(Revised for Negotiations on August 8, 2017)

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 camers, 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 liself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List PR\$18X_ULLY for Puerto Rice 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 Item 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.

John E

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
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OVERHEAD AND PROFIT

To items, as applicable, Construction Managers will add Overhead and Profit as follows:

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 determining the total cost of work to be performed.

No.	liam Description	Units	Unit Cost Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	ı s	\$3,180 includes design and permitting costs for any and all repair works (including repair and any abalement required) in awards not exceeding \$10,000 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 term.
2	Soft Cost: Design and Permitting for Repoir Awards from \$10,001 to \$20,000	LS	\$5,250 includes design and permitting costs for any and all repair works (including tepair and any abotement 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). Assignment permitting is not included in this life item.
3	Solf Cost: Design and Permitting for Repoli Awards from \$20,001 to \$30,000	ıs	\$7,830 includes design and permitting costs for any and all repair works (including repair and any abotement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected more hard / construction cost, as well as services during construction (construction supervision). Abotement permitting is not included in this line item.



No.	liem Description	Units	Unit Cost Notes
*4	Soft Cost: Design and Permitting for Repair Awards from \$39,001 to \$40,000	ts ·	59,428 Includes design and permitting costs for any and all repair works (including repair and any abolement 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). Abolement permitting is not included in this line tiem.
5	Soft Cost: Design and Fermilling for Repair Awards from \$40,001 to \$50,000	ĿŚ	\$11,510 includes design and permitting costs for any and all repair works (including repair and any abolement 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). Abolement permitting is not included in this line fiem:
ď	Soft Cost: Design and Permilling 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 obatement 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). Abatiement 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 storm-damaged home.
.8	Soft Cost: Lead-Bassd Paint Abatement Permits	LS	\$735.00 includes costs for the acquisition of lead-based paint removal permits for the implementation of any obotement 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 everhead and profit. Therefore, overhead and profit percentages as established by the PRDOH for the Program must be added when these items are used.

ID	item Description	Units	Unit Cost Notes
1	Lead & Asbestos: Mobilization and Preparation for Lead and/or Asbestos Abatement	L\$	\$1,300.00 Applicable to all abatement and encapsulation works requested. Only a single historice of the line flow may be included per property.
2	Lead Encapsulation: Interior, prushwork, Irim	ĿF	\$5.38 Cost Reasonableness Basis: RSMeans 02 83 19:23 0020. 1.8 Ractor applied to lobor cost for Executive Order No. 2018-033 consideration.
13:	Lead Encapsulation: Balustrades	냐	\$4.37 Cost Réosonableness Basis; RSMeáns 02'83 19:23 0040, 1.8 Factor applied la labor cost for Executive Order No. 2018-033 consideration.
4	teod Encapsulation: Pipe, to 4" diameter	LF	\$2.62 Cost Recsonableness Basis: RSMeans 02 83 19:23 0050, 1:8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
5	Lead Encopsulation; Pipe, to 8" diameter	Ĺř	\$3.47 Cost Reasonableness Basis: RSMeans 02 83 19:23 00:00, 1.8 Factor applied to tabor cost for Executive Order No. 2018-033 consideration,
.6	Lead Encapsulation: Pipe, to 12" diameter	Ŀ	\$5.17 Cost Reasonableness Basts: 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 Negotialians on August 8, 2019].
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JD	Ilem Description	Units	Unit Cost Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24 Cost Reasonableness Basis; RSMeans 02 83 19.23
			0080. 1.8 Factor applied to labor cast for
			Executive Order No. 2018-033 consideration.
В.	Lead Encapsulation: Cabinets	5F	\$6.56 Cost Reasonableness Basis: RSMeans 02.83 19.23
			0090. La Foctor applied to lober cost for
9	Lead Encopsulation; Flush doors, both sides,	EA	Executive Order No. 2018-033 consideration.
7	trame and trim	CV	\$129.85 Cost Reasonableness Basis: RSMeans 02 83 19:23 0120. 1.8 Factor applied to labor cost for
	ndute did sitt		Executive Order No. 2018-033 consideration.
10	Lead Encopsulation: French doors, both sides,	ĘA.	\$192.84 Cost Reasonableness Basis; R\$Means 02.83 19.23
,,,	frame and trim		0130, 1.8 Factor applied to labor cost for
	a kura faria fund		Executive Order No. 2018-033 consideration.
71	Lead Encapsulation: Panel doors, both sides,	£A:	\$185.46 Cost Reasonableness Basis: RSMeans 02 83 19:23
	frame and trim		0140. 1.8 Factor applied to labor cast for
			Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides,	EA	\$245.01 Cost Reasonableness Basis: RSMeans 02 83 19:23
	frome and trim		0150, 1.8 Factor applied to labor cost for
	A section of the contract of		Executive Order No. 2018-033 consideration.
13	Lead Encopsulation: Window	EA	\$102.98 Cost Reasonableness Basis: RSMeans 02.83 19.23
			0180, 1.8 Factor applied to labor cost for
14	Lead Encapsulation: Grilles, yents	5F	S4.67 Cost Reasonableness Basis: RSMeans 02 83.19.23
0.70	cada dicobiological alifati tellis	ЭF	0210, 1.8 Figctor opplied to labor cost for
			Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or	SF	\$1,32 Cost Reosonableness Basis: RSMeans 02 83 19.23
	ploster		0220. 1.8 Factor applied to labor dost for
			Executive Order No. 2018-033 consideration.
1,6	Lead Encapsulation: Cellings roller, drywall, or	SF	\$1.50 Cost Reasonableness Basis; RSMeans 02.83 19.23
	pláster	·	0250. 1.8 Factor applied to labor cost for
			Executive Order No. 2016-033 consideration.
17	Lead Encapsulation; Exterior, brushwork,	ŢĿ	\$4.37 Cost Repronableness Basis: RSMeans 02.83 19.23
	gutters and downspouts		0270. 1.8 Factor applied to labor cost for
- 10		25.	Executive Order No. 2018-033 consideration.
18	Lead Encopsulation: Exterior columns	SF	\$3.26 Cost Reasonableness Basis: RSMeans 02 83 19.23
			0280: 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	ŠF	\$2.19 Cost Reasonableness Basis: RSMeans 02.83 19.23
•••	arine manipolisted talend	0.	0290. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit,	LF .	\$2.62 Cost Reasonableness Basis: RSMeans 02.83, 19.23
	brusgwork, to 2" diameter		0310. 1,8 factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, noc. or concrete,	5F	\$2.62 Cost Reasonableness Basis: RSMeans 02.83 19.23
	sprcy		0320. 1.8 Factor applied to lobor cost for
			Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and	ŞF	\$2.62 Cost Reasonableness Basis: RSMeans 02 83 19:23
	ionis to 12 ¹		0330, 1,8 Factor applied to labor cost for
23	Lead Encapsulation: Beams, brushwork	SF	Executive Order No. 2018-033 consideration.
49	recommendation beautiff pinzumoty.	ar-	\$3.26 Cost Réasonableness Bosts, RSMeans 02 83 19:23 03:40, 1.8 Factor applied to Jabor cost for
			Executive Order No. 2018-833 consideration.
24	Lead Encapsulation; Trusses	\$F	\$3.24 Cost Reasonableness Basis: RSMeans 02 83 19.23
ج.•	est en en emplomentario de mongre	 -	0350. 1.8 Factor opplied to labor cost for
			Executive Order No. 2018-033 consideration.
25	Lead Removal; Baseboards	LF	\$9.69 Cost Recsonableness Basis; R5Means 02.83 19.26
			0050. 1.8 Factor applied to labor cost for
	·····		Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	5F	\$21.72 Cost Reosonableness Basis: RSMeans 02 83 19.26
			0200. 1:8 Factor applied to labor cast for
			Executive Order No. 2018-033 consideration.
27	Leod Removal: Cabinets	\$F	\$19:06 Cost Reasonableness Basis; RSMeans 02:83-19:26
			1400. 1.8 Factor applied to tabor cost for
			Executive Order No. 2018-033 consideration.

Exhibit O-1: Program Unit Price List (Revised for Negottalions on August 8, 2019)
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īÞ	Hem Description	Units	Unit Cost Notes
28	Lead Removal; Corrice	\$ F	\$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 Reasonableness 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	LF	\$9.65 Cosí Reasonobleness 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, pickel, one side	SF	\$20,26 Cost Reasonableness Basis: RSMeans 92.83 19.26 3000, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	\$20.27 Cost Reasonableness Basis: R\$Means 92 83 19.26 3200, 1:8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handralis	LF.	\$7.90 Cost Reosonableness Basis; RSMeans 02:83 19.26 3240, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, to 4" diamater	LF	\$8.86 Cost Reasonableness Basis; RSMeans 02.83 19.26 4400, 1.8 Faciliar applied to Japon Cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 6" diameter	IJ.	\$16.46 Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, lä 12" diameter	1.F	\$23,50 Cost Reasonableness Basis: RSMedas 02 83 19.26 4440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Piles, to 16° diameter	lf.	\$38.52 Cost Reasonableness Basis: R\$Means 02 83 19.26 4460. 1.8 Factor applied to jabor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal; Pipe hangers	ĒΑ	\$17,15 Cost Reasonableness Bosls: R\$Means 02 83 19.26 4500, 1.8 Factor applied to Jabor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	\$7,88 Cost Reasonableness Basis: R\$Meant 02 83. 19.26 4800, 1,8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	5 F	\$12:70 Cost Reasonableness Basis: R\$Means 02 83 19:26 5000, 1,8 Factor applied to lober cost for Executive Order No. 2018:033 consideration.
41	Lead Removal: Windows, one side, 24'x48', includes frame and litim liems	ĒΑ	\$171.23 Cost Reasonableness Basks RSMeans 02 83 19,28 6200, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30%00, includes frome and Irim flems	ĘĄ	\$227,34 Cost Reasonableness Bosts: RSMeans 02 83 19:26-6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
	Lead Rémoval: Windows, one side, 38'x72', includes frame and frim liems	ÊĄ	\$272,68 Cost Regionableness Basis: RSMeans 02 83 19:26 6240. L.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40'x80", includes frame and frim flems	ĘΑ	\$341.18 Cast Reasonableness Basis: RSMeans 02 83 19.26 6280, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$17.75 Cast Reasonableness Basis: RSMeans 02 83, 19.26 7,000, 1.8 Factor applied to labor cast for Executive Order No. 2016-033 consideration.
46	Lead Removal: Collect and bag bulk material	·CF	\$6:57 Cost Reasonableness Basis: R\$Means 02 83 19:26 8000, 1:8 Factor applied to labor cost for Executive Order No. 2018:033 consideration.
47	Asbestos Removal; Metal Bearis	Ļř	\$43.29 Cost Regionableness 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 of AHU Insulation	SF	\$6,96 Cost Reasonableness Basis: RSMeans 02 82 13.43 0400, 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)
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ID.	item Description	Units	Unit Cost Notes
49	Asbestos Removol: Pipe Insulation, air cell type, up to 4" diameter pipe	Ļ	\$6.80 Cost Reasonableness Basis; RSMeans 02:82 13:45 0600, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
FA	the star of the board of the star delice.	ĻF	\$7.64 Cost Reasonableness Basis: RSMeans 02 82 13.4
50	Aspestos Removal: Pipe insulation, oir cell	r.c	
	lype. 4" to 8" diameter pipe		0610, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
	A S S S S S S S S S S S S S S S S S S S	45	
ы	Asbestos Removat: Pipe Insulation, oir cell	1.F	\$8.74 Cost Reasonableness Basis: RSMeans 02.82 13:4
	type, 10° to 12° diameter pipe		0620. 1.8 Factor opplied to labor cost for
	100		Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe Insulation, air cell	ĻΓ	\$11.15 Cost Reasonableness Basis: RSMeans 0282 13.4
	type. 14" to 16" diameter pipe		0630. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell	SF	\$9.41 Cost Reasonableness Basis: RSMeans 02 82 13.4
	type, over 16" diameter pipe		0650. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe filting insulation up to	EA	\$17.13 Cost Reasonableness Basis; RSMeans 02.82 13.4
	4" diameter pipe	-	1000. 1.8 Factor applied to labor cost for
	Constitution of the state of		Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe filting insulation, & to	ĒĄ	\$20,14 Cost Reasonableness Basis; RSMeans 02 82 13.4
~~	8" Clomeler pipe	-7 '	1100, 1.8 Factor applied to labor cost for
	ó digulatal biba		Executive Order No. 2018-033 consideration.
	Asbestos Removal: Pipe fifting insulation, 10"	EA	\$31.88 Cost Reasonableness Basis: RSMeans 02 82 13:4
90		EA	
	to 12" digmeter pipe		1110. 1.8 Factor applied to labor cost for
-	A A A A A A A A A A A A A A A A A A A		Executive Order No. 2018-033 consideration.
57		EA	\$47:44 Cost Reasonableness Basis: RSMeans 02 82 13:4
	to 16" diameter pipe		1120. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation; over	SF	534.95 Cost Reosonobleness Basis: RSMeans 02 82 13,4
	16" diameter pipe		1130. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Scrope foom fireproofing	ŞF	\$2.55 Cost Regionableness Basis: R5Means 02 82 13.4
• •	from flat surtance		2000. 1.8 Factor applied to lobor cost for
			Executive Order No. 2018-033 consideration.
ΔĎ	Asbesios Removal; Scrape Joan Treproofing	SÊ	\$5.09 Cost Reasonableness Basis: RSMeans 02 82 13.4
-	from irregular surfance		2100, 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
ÁΤ	Asbesies Removal: Remove cemelillous	SF	\$3.40 Cost Reasonableness Basis: RSMeans 02 82 13.4
Ψ.	moterials from flat surface	4.	3000, 1.8 Factor applied to labor cost for
	Unadationa (CAU) Hon Sin Proce		Executive Order No. 2018 033 consideration,
12	Asbesios Removal: Remove gemeililious	SF	\$4.05 Cost Regionableness Basis: RSMeans 02 82 13:4
62		3 F	
	materials from irregular surface		3100. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
63		ŞF	\$1.91 Cost Reasonableness Basis: RSMeans 02 82 13.4
	coating/treproofing, from ceiling		4000. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
44	Asbestos Removal: Remove YAT and mastic	SF	\$2.55 Cost Reasonableness Basis: RSMeans 02 82 13.4
	from floor by hand, one layer		5000. 1.8 Fagtor applied to labor cost for
			Executive Order No. 2018-033 consideration,
65	Asbestos Removal: Remove VAT and mastic	SF	\$1,28 Cost Reasonableness Basis, RSMeans 02 82 13.4
	from floor by machine, one layer		5100. 1,8 Factor applied to labor cost for
	-1		Executive Order No. 2018-033 consideration.
13	Asbesios Removal: Remove VAT and mostic	ŞF	\$3,82 Cost Regionableness Basis: R5Means 02 82 13.4
	from floor by hand, two layer	4.	5150. 1.8 Factor applied to tabor cost for
	HALL MAN MA HALLA HALLA (MA LALA)		Executive Order No. 2018 033 consideration.
27	Asbestos Removal: Remove VAT and mostic	SF	\$1,91 Cost Reasonableness Basis: RSMeans 02 82 13.4
9/		31"	
	from floor by machine, two loyer		5150. 1.8 Equipoled to labor cost for
			Executive Order No. 2018-033 consideration.
48	Asbestos Rémovai: Remove contaminated	CF	\$15.31 Cost Reasonableness Basis: RSMeans 02,82 13.4
	soil from crawl space		6000. LB Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-osbestos fronsite	\$F	\$1,67 Cost Reasonableness Basis: RSMeans 02 82 13.4
	والمستحدث والمستحد والمستحد والمستحدث والمستحدث والمستحدث والمستحدث والمستحد		8000, 1,8 Factor applied to labor cost for
	board and cement wall board		Executive Order No. 2018-033 consideration.

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ID	Item Description	Units	Unit Cost Notes
70	Asbestos Removal: Shingle roofing	Ş _F	\$1.58 Cost Regionableness 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 roofing, built-up, no gravel, non-Irlable	- SF	\$1,99 Cost Reasonableness Basis; R\$Means 02 82 13.43 8250, 1,8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bitumonous (lashing	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.
73	Asbestos Removal: Asbestos miliboard, flat board, and VAT contaminated plywood	ŞF	\$1.58 Cost Reasonableness Bosis: RSMeans 02 82 13:43 8300, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 piles #15 asphalt telt.	SF	\$4.29 Cost Reasonableness Basis; RSMeans 07 51 13.20 0500, 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 piles #15 organic felt.	SF	\$4,99 Cost Reasonableness Bosts: RSMeans 07 51 13,20 4600, 1,8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastometic membrane, 10-year warranty, 45 mil fully achiered with achesive.	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 waitanty, Acrylla, 2 coats.	SF	\$2.06 Cost Reasonableness Basis: RSMeans 07 56 10.10 9035, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane; 10-year warronty, Mod. bit, ring., 58\$ mod, gran surf. cap sheet, poly, reinf. 120 to 160 mils thick.	SF	\$4.15 Cast 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 Basls: RSMeans 07 54 19.10 8850, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Sol Treatment: Termite Chemical Control	ĞL	\$158,10 Reasonable Cost Basts: RSMeans 2019 31 31 16.13 0400, 1,8 lactor applied to tabor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	\$F	\$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.

	Proposer Entity Name	
\searrow	Proposel Authorized Representative Signature	Date
	Ángel Antonio Fullana-Olivencia, PE Proposer Authorized Representative Printed Name	<u> </u>

END OF PROGRAM UNIT PRICE LIST

Just 1

€FR-BLDM3

(FOR SINGLE-STORY 2-BEDROOM HOME)

CEMENT HOME COST FORM

REPLA

EXHIBIT O-2

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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 Negotiations on August 8, 2019)

Name	e of Proposer:	FR-BLDM,	шс	
1. M	odel Home Prop	osed:		
	∑ Single-Story 2-		Single-Story 3-Bedroom	Single-Story 4-Bedroom
5	Two-Story 2-Be		☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2. M	odel Home Prop			<u></u>
LD ID	Cost Category	osea Maxii	nom Bodger.	Proposed Cost (1)
		Max. Constr	uction / Hard Costs Budget) (2)(3)	
SC-01	***	' 	placement Home Construction	\$ 17,332.19
SC-02			orm-Damaged Home Demolition a	nd Abatement \$ 7,187.50
\$C-03			(Design Supervision)	\$ 3,600.00
SC-04		 -	soft and hard cost of Standard Model	
SC-05				\$ 6,052.68
2C-06			·	\$ 3,631.61
	al Soft Costs (3)			\$39,947.70
		ax. Construc	ion / Hard Costs Caps) (Standard J	
HC-01				\$111,158.46
HC-02	Overhead Cost	(applicable to	Standard Model Home's hard costs)	\$22,307.69
HC-03	Profit Cost (appli	icable to Stan	dard Model Home's hard costs)	\$11,153.85
Sub-Tot	al Hard Costs (4)			\$145,000.00
ADA Co	ompilance Delta (Not Subject t	o Max. Construction / Hard Costs B	
			ompliance Delta Hard Cost	\$4,866.00
ADA-02	2 Insurance Cost	opplicable to	ADA Compliance Delta hard costs)	\$129.00
ADA-0	Overhead Cost	(applicable to	ADA Compliance Delta hard costs)	\$999.00
ADA-04	Profit Cost (appli	cable to ADA	Compliance Delta hard costs)	\$499.50
Sub-Tot	al ADA Complian	ce Delta Cos	ts	\$6,493.50
Total P	oposed Cost (Se	off + Hard) f	or Standard Model Home (7)(9)	\$ 184,947.70
Total P	oposed Cost (Sc	oft + Hard +	ADA) for ADA Compliant Home	(6X?) \$191,441.20



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, pemilting, and construction works necessary to build the Model Home proposed.

(2) Refers to the 16 the soft costs for the development of the Model Home not subject to the maximum construction /

nard costs caps

- (3). Soil Costs include (1) the design and permitting for the Replacement Home considering any work necessary to adopt the model home to essigned tots: (ii) the design and permitting for the demolition 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; (iv) profit cost associated to the design and permitting work; (iv) profit cost associated to the design and permitting work and (vii) cost of other activities related to the design and permitting work of the demonstrated to the design and permitting work of the demonstrated to the design and observed the storm Damaged Home and the construction of the Replacement
- (4). Referrito the costs for the development of the Model Home which is subject to the mailmum construction / hard costs cars. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for single-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; and \$205,000 for two-story A-bedroom Replacement Homes:
- Hard Costs include; (i) construction of the Replacement Home in compliance with all applicable regulaments 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 excevation and soil preparation for foundations underream the home's toutplint; (ii) construction of a minimum 200 square feet company pad (no real) for the Replacement Home; (III) construction of 180 square feet of diveway to the home's carport pad (considering minimum selbacks for a Typical R4 Lot); (IV) construction of 50 square feet of walkway to the home (considering minimum serbacks for a typical R-Licity (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 saintary sewer measured for the Replacement Home's front edge to existing clean out ("registio"); (Viii) softscape (either by hydroseeding or sodding; if by hydroseeding include of least 2 inches of topsoli) for the square footages specified in BAFO Letter ((x) 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) profit costs associated to the construction of the Replacement Home; and (xii) cost of other retained activities not excluded from the hard. construction cops.
- Hard Costs exclude: (1), any earthwork (cut, III), and other related activities) additional to that required directly under the Replacement Home's tootpilm (Additional earthwork requirements will be compensated to the Construction Monagers using the Program Unit Price Len; (II) any shewark (adewalls, driveways, landscaping, etc.) in addition to the driveway, walking, and softscope requirements by the cap (Additional stework requirements will be compensated to the Construction Managers using the Program Unit Price List); (III) demotition work required at the storm domaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (N) any abatement work required at the storm-damaged home (it any abatement is required at the stormdomaged home. If will be compensated to the Construction Monagers using the Program Unit Price Unit; (v) cost of Municipal Patents and Construction Taxes ("Architos") applicable to the construction of the Replacement Home and any demaltion and obotement work required of the storm damaged property (These costs will be added to the Construction Monagers 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 PRDO) to selected Proposes for construction of the Standard Model Home Proposed.

(8) Refers to the total development cost for the ADA Compliant Varient 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 PRIDOH to the

Selected Proposes for construction of the ADA Compliant variant of the Model Hame.

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Medel Hame) once a site is assigned to the Selected Proposes: the cost of any additional continuous stewarts demolition work or obstement work as well as the cost of Municipal Patents and Construction Taxes ("Arbitites"), regulated as part of a project will be added using

the Program Unit Price List (Refer to Exhibit C-1 of the RFP) and any applicable percentages:

(10) Proposer must altigat to this Replacement Home Cost Form a detailed cost breakdown setting forth the liems of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with

the Proposal/Injust/be submitted in digital (Excel) formal.

Mary	August 13, 2019
Proposer's Authorized Representative Signature	Date

Angel Antonio Fullana-Olivencia, PE Proposer's Authorized Representative Printed Name

August 13, 2019

HEN	DESCRIPTION	CULANITY	氢		Ļ	AMOUNT	TOTAL
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П	Told Proposed Corl (Soil + Hard)		П		L		\$ 154,747,70
Π	Iohol Proposed Cost (Sea + Hord + ADA)		П		Н	П	\$ 173,443,20
1			П		Н		

Accessibility is talvered Design of of the model homes under this program condides accommodating postors who are permanently distable by easy adopted by in case of distability.

Acceptible entrance - Depending on lite also conditions, the confunctor will build a tomp with no mare liben 1" rise for every 12" longith and/as negrode the site to make a ground level entrance without staps.

Wide decreasys – All existing does have 32" clara opering to roll the wheelchair through the doorways.

Under botheron – One botherom it each of the models will be outlied to replace the No with a theorer unit and to provide striatum negated space for manavered to to take to record thans, to card statify, gods boar in both the building ones and near the both will be inclined and a later toller will be insided to make the easte to have with the bother models.

Richan - All Michen are stad to accommodate accessible clear space sequientents but some againstant will be necessary for proper usage by the obstable. The regular distillation is tended of those obstable to hard these counter for sealed work orac lover upper cabbeits above work area to dead a secretary is not served of litter of sith cabbeit to hard docated to provide these access. Contractor will provide a title by 3de settlement for being access and a range with tent coated to reached agreement.

The two-story model has the option of on



EXHIBIT O-2 REPLACEMENT HOME COST FORM (FOR SINGLE-STORY 3-BEDROOM HOME)



Polit



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: FR-BLDM,	LLC	
1. M	odel Home Proposed:		
,	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Single-Story 4-Bedroom
	-		
L	」Two-Story 2-Bedroom		☐ Two-Story 4-Bedroom
<u> 2. M</u>	odel Home Proposed Maxin	num Budget:	
ID	Cost Category		Proposed Cost (1)
Soft Co	sts (Not Subject to Max. Constr	uction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Permitting for Re	placement Home Construction	\$ 17,530.63
SC-02	Design and Permitting for Sta	rm-Damaged Home Demolition a	nd Abatement \$7,187.50
\$C-03	Services During Construction	(Design Supervision)	\$ 3,600.00
\$C-04	Insurance Cost (applicable to	soft and hard cost of Standard Model	Home) \$ 2,038.71
SC-05	Overhead Cost (applicable to	all soft costs)	\$ 6,071.37
\$C-06	Profit Cost (applicable to all so	t costs)	\$\$3,642.82
\$ub-Tol	al Soft Costs (3)		\$ 40,071.03
Hard C	osts (Subject to Max. Construct	on / Hard Costs Caps) (Standard I	Model Home) (4)(5)(6)
HC-01	Replacement Home Constru	ction Cost	\$ 130,769.23
HC-02	Overhead Cost (opplicable to	Standard Model Home's hard costs)	\$ 26,153.85
HC-03	Profit Cost (applicable to Stand	lord Model Home's hard costsj	\$ 13,076.92
Sub-Tot	al Hard Costs (4)		\$170,000.00
ADA C	mpilance Delta (Not Subject to	Max. Construction / Hard Costs B	udget)
ADA-0	Replacement Home ADA Co	mpliance Delta Hard Cost	\$4,866.00
ADA-0	Insurance Cost (applicable to	ADA Compliance Delta hard costs)	\$129.00
ADA-0	Overhead Cost (applicable to	ADA Compliance Delta hard costs)	\$999.00
ADA-04	Profit Cost (applicable to ADA)	Compliance Delta hard costs)	\$499.50
Sub-Tot	al ADA Compliance Delta Cost	S	\$6,493.50
Total P	oposed Cost (Soft + Hard) fo	or Standard Model Home (7)(9)	\$ 210,071.03
Total Pr	oposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	



Exhibit O-2 - Replacement Home Cost Form (Revised for Negotlations 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.

Refers to the maximum cost that will be pold 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 for the soft casts for the cavelopment of the Model Home not subject to the maximum construction /

- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adopt the model home to essigned lots: (ii) the design and permitting for the demolition and obtainent of the storm-damaged home; (iii) the cost of any insulance 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 demetrion and abotement of the Staim-Damaged Home and the construction of the Replacement
- (4) Refeato the casts for the development of the Model Home which is subject to the maximum construction / hard casts caps. Construction / haid costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for single-story 3-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-slory 4-bedroom Replacement Homes:
- and \$205,000 for two-story. A-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 lost of excavation and soil preparation for foundations underweath the home's footpint; (11) construction of a minimum 200 square feet capport pad (no roof) for the Replacement Home; (11) construction of 180 square feet of diververy to the home's carport pad (considering minimum selbadis for a typical R1 Lot); (17) construction of 50 square feet of walkway to the home (considering minimum selbadis for a typical R1 Lot); (17) construction of 50 square feet of walkway to the home (considering minimum selbadis for a typical R1 Lot); (17) construction of 50 square feet of walknow to the home (considering minimum selbadis for a typical R1 Lot); (17) a 75 feet connection length for power to existing meter footbillor; (18) a 25 feet connection length for sample from the Replacement Home's front edge to existing clean cut (fregistrof); (18) softscape (either by hydrosecting or sadding; if by hydrosecting include at least 2 inches of lopsall) for the square footbillog especified in BAFO Letter; (b) operational costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) overhead costs associated to the construction of the Replacement Home; (b) profit costs associated to the 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 /
- (6) Haid Costs exclude: (1) any earthwork (cut, filt, and other related activities) additional to that required directly under the Replacement Home's teotorint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price Ust); (ii) any stewark (sidewalks; driveways, landscoping, etc.) in addition to the driveway, walk-oy, and softcope regularments by the cap (Additional stewark requirements will be compensated to the Construction Managers using the Program Unit Price List). (III) demolition work required at the start damagers using the compensated to the Construction Managers using the Program Unit Price List), (iv) any abotement work required at the stain-damaged home (if any abotement is required at the stain-damaged home. If will be compensated to the Construction Managers using the Program Unit Price (List): (v) cost of Municipal Patents and Construction Taxes (*Arbitras*) applicable to the construction of the Replacement Rome and any demolition and abotement work required at the stain-damaged property (These casts will be added to the Construction Managers total cast of the work cased on the applicable percentages of the Managers total cast of the work to be performed); and (vi) cast of the work cased on the work.

 (7) Referent the total development cost for the Standard Model Home (i.e. not ADA comptant) proposed, excluding any specified exceptions to the construction of the post for the Standard Model Home (i.e. not ADA comptant) proposed, excluding any specified exceptions to the construction of the post for the Report List.

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 Voltant 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 Specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Specified Proposes for costs (for both Specified and ADA Compliant Model Home;

To the Total Proposed Costs (for both Stondard and ADA Compliant Model Home; once a site is assigned to the Selected Proposed the cost of any additional earthwork stewark demailified work or obtainment work as well as the cost of Municipal Patents and Construction Taxes (Arbitras), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit 0-1 of the RFP) and any applicable percentages.

(10) Proposer must allach to this Replacement Home Cost Form a detailed cost breakdown setting forth the thems of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with

the Proposal/Injus/pe submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

August 13, 2019

Date.

Angel Antonio Fullana-Olivencia, PE

Proposer's Authorized Representative Printed Name



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SC-08	Services During Construction (Design Supervision)				1		
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	Sub-Telal ADA Compliance Della Cest		П		H		\$ 4.493.50
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Accessibility is lartwared besign 1 the design of all the model bonnes under his program comidens or pory adopticibility in case of discibility.

than 1" the for every 12" length and/or re-g Accessible enhance - Departing on the site conditions, the contractor will build a samp with no more site to make a ground level enfances without staps.

Wide doceways - All eatiling doors have TC" dear opering to not the wheelchair though the doceways.

titable bottecom. One ballmosts is each at the models will be outsided to replace the lab with a shower and and to provide retrimm required spaces for moneovering to be able to each fidures, to add statelly, goob bas in both the balling area and near the lobe) will be installed and a take valet will be teaked to trade the seast to trace with tented rectality.

Michan – Al Michans des tated to eccosathocabe clear space requerment but some odjethment will be necessory for proper usage by the designs, the registed odjethments are; introduced a born colorable to haid there counter for scaled work coact bare upper cabinets above work ones to caush recordable stronger and remand of face of this cabinet on called decision to provide there access. Contracts will provide on title by the intigerator for belief access and a ranger with fact controls for scaled operators.

The two-stary model has the option of occommodating on occasible bothroom and bedroom on the gr

SI

AFR-BLDM

EXHIBIT O-2
REPLACEMENT HOME COST FORM
(FOR SINGLE-STORY 4-BEDROOM HOME)

JE.

EK-BLDM



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:	FR-BLDM,	пс	
1. M	odel Home Prop	votad:		
	-		Cinale Stanua Rodroom	⊠ Single Stopy 4 Redroom
	Single-Story 2-		☐ Single-Story 3-Bedroom	Single-Story 4-Bedroom
L	Two-Story 2-Be	earoom	☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2. Mo	odel Home Prop	osed Maxin	num Budget:	
ID	Cost Category			Proposed Cost (1)
Soft Cos	ts (Not Subject to	Max. Constr	uction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Per	mitting for Re	placement Home Construction	\$ 17,649.69
SC-02	Design and Per	mitting for Sto	rm-Damaged Home Demolition a	nd Abatement \$7,187.50
SC-03	Services During	Construction	(Design Supervision)	\$ 3,600.00
SC-04	Insurance Cost	(applicable to	soft and hard cost of Standard Model	Home) \$ 2,218.68
\$C-05	Overhead Cost	(applicable to	all soft costs)	\$ 6,131.17
2C-09	Profit Cost Jappi	icable to all so	i costs)	\$ 3,678.70
Sub-Toto	al Soft Costs (3)			\$ 40,465.75
Hard Co	sts (Subject to M	ax. Construct	on / Hard Costs Caps) (Standard J	Aodel Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾
HC-01	Replocement H	lome Constru	ction Cost	\$ 142,307.69
HC-02	Overhead Cost	(applicable to	Standard Model Home's hard costs)	\$ 28,461.54
HC-03	Profit Cost (appl	icable to Stand	lard Model Home's hard costs)	\$ 14,230.77
Sub-Tota	al Hard Costs (4)			\$185,000.00
ADA Co	mpliance Delta (Not Subject to	Max. Construction / Hard Costs B	udgel)
ADA-01	Replacement H	iome ADA Co	ompliance Delta Hard Cost	\$4,866.00
ADA-02	Insurance Cost	(applicable to	ADA Compliance Delta hard costs)	\$129.00
ADA-03	Overhead Cost	(opplicable to	ADA Compliance Delta hard costs)	\$999.00
ADA-04	Profit Cost (appl	icable to ADA	Compliance Delta hard costs)	\$499.50
Sub-Toto	ıl ADA Complian	ce Delta Cos	3	\$6,493.50
Total Pr	oposed Cost (S	oft + Hard) f	or Standard Model Home (7)(9)	\$ 225,465.74
Total Pro	oposed Cost (\$	off + Hard +	ADA) for ADA Compliant Home	(8)(9) \$ 231,959.24



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, it awarded for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed,

(2) Refer to the for the soft costs for the development of the Model Home not subject to the modimum construction /

haid cesta caps

- (3). Soft Costs Include (0) the design and permitting for the Replacement Home considering any work necessary to adopt the model home to essigned lets: (ii) the design and permitting for the demolition and abortement of the storm-damaged home; (iii) the cost of any insulance related to the works: and (iv) the operational costs related to the design and permitting work. (v) eventsed cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of alter activities related to the design and permitting work of the demolition and abotement of the Storm Damaged Home and the construction of the Replacement
- (4) Refer 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 single-story 3-bedroom Replacement Homes; \$185,000 for single-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: (6) construction of the Replacement Harne 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 underseath the components and finishes, including the cost of excavation and soil preparation for foundations underneath the name's factorint; (ii) construction of a minimum 200 square (eet corport pad (no roal) for the Replacement Home; (iii) construction of 180 square feet of divewey to the home's carport pad (considering minimum serbacks for a typical R4 L6t); (iv) construction of 50 square feet of walkway to the home (considering minimum serbacks for a typical R4 L6t); (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; (viii) a 25 feet connection length for sanitary sever measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseading or sodding; if by hydroseading include at least 2 inches of topsoft) for the square footages specified in BAFO Letter; (b) operational costs associated to the construction of the Replacement Home; (vi) cost of the Replacement Home; (vii) cost of the Replacement Home; (viii) cost of other related costs in excluded from the haird y construction of the Replacement Home; and (viii) cost of other related costs in excluded from the haird y construction of the Replacement Home; including a construction of the Replacement Home; including a construction of the Replacement Home; or excluded from the haird y construction of the Replacement Home; or excluded from the haird y construction of the Replacement Home; or excluded from the haird y
- (6) Hard Costs exclude: (1), any earthwork (cut. III), and after related activities) additional to that required directly runder the Replacement Home's rootpint (Additional earthway requirements will be compensated to the Construction Managers using the Program Unit Price (LST); (It) any shewark (adevails, diversity), landscaping, etc.) in coldition to Managers using the Program Unit Price (Lst): (II) any shework (sideworks driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional stework requirements will be compensated to the Construction Managers using the Program Unit Price (Lst): (III) demotition wark required at the storm-damaged home (This cast will be compensated to the Construction Managers using the Program Unit Price (Lst): (IV) any abotement work required at the storm-damaged home. If will be compensated to the Construction Managers using the Program Unit Price (Lst): (IV) cast of Municipal Patents and Construction Taxes ("Arbition") applicable to the construction of the Replacement Home and any demailtion and abotement work required at the storm-damaged property (These costs will be added to the Construction Managers total cast of the Work based on the applicable percentages of the Municipality were work is to be beformed), and (IVI) 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 Hame (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base pilice to be paid by the PROOF to Selected Proposes for construction of the Standard Model Harne 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.

To the Total Proposed Costs (or both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers the cost of any additional earlinging stewark, demailion work, or obstement work as well as the cost of Municipal Patents and Construction Taxes ("Arbitiles"), regulated 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 alloch to this Replacement Home Cost Form a delated cost breakdown setting torth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in digital physical format with

the Proposal/Inusifee submitted in digital (Excel) formal.

Proposer's A	Jinorize	d Representative S	ignature

August 13, 2019 Date.

<u> Angel Antonio Fullaria-Olivencia, PE</u>

Proposer's Authorized Representative Printed Name

Dale:	Augusi 13, 2017	<u>- </u>		r	LINIT	_		_	
TITLAN	DESCRIPTION	QUANTITY	ONE		PRICE	L	AHOUNT	L	TOTAL
€C-01	Datign and Feariting for Explacement Home Construction	-	⊢		_	⊢		⊢	
100						_			
3.01	Design Fees Soil Study	1.00	Į\$	\$	1,875.00	1	1,875.00	⊢	
1.02	(Site At-Bull)	1.00	13	3	625.00	3	625.00		
1.03	Design Fees CIVI Design Fees	1.00	- G	1	258.75 25.00	3	268.75 125.00	⊢	
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2.00	Percokalian Yesi Permii	1,00	11		737,50	1	937.50	ı	
2.02	ICP Certification	1,00	- 5	İ	750.00	13	750,00		
203	Environmental Campilance Environmental Impeditors	1,00	<u>1</u>	1	4,218,75 2,500,00	1	4,218,75 2,500,00	┡	
2.05	Construction Permit (Structure and Generator)	1,00	В	3	4,818,44	13	4,818.44	Н	
2.04	Use Ferral (Siructure and Generalor) Subtole	1.00	1	3	1,531.25	3	1,531.25	Ŀ	14,755.94
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	Design and Permitting for Replacement Home Construction Subtatal							\$	17,449.49
SC-02	Design and Permitting for Starm-Damaged Home Demolitics		 	_		\vdash			
3.00	Design Fees [Sie As-Buil	1.00	15	\$	625.00	3	625,00	\vdash	
3,02	Demolition Flan	1.00	b	1	93.75	5	93.75		
3.03	Civil Design Fees Subfolal	1,00	E	44	125.00	3	125.00	ļ.	843.75
4.00	Pennil Work							Ľ	
40	ICP Certification Environmental Compilance	140	B	\$	750,00 3,425.00	1	750.00 3,425.00	F	—
4.03	Environmental inspections	1.00	ы	Ţ.,	625.00	13	625.00		
4.04	Demokian Parnii Subjajaj	1.00	R	\$	1,343.75	\$	1,343.75	Ţ	6,343.7S
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	Design and Permitting for Storm-Damaged Home Demoition Subtatol					_		5	7,187.50
SC-03	Services During Construction (Design Supervision)		-	_		_		⊢	
7		6.00			400.00		3,400,00	Ш	
3.00	Design Supervision Subtotal	6.00	mo	\$_	80000	*	3,800,000	3	3,600,00
3C-04	Insulance Ced		\vdash	_		_		\vdash	
6.00	insulances Cost (soft and hard cost)	1.00	Ľ	\$.	2,218.68	3	2,218.68	Н	
SC-05	Subfold Overhead Cast (Self Costs)							\$	2,218.68
				_			-		
7,00	Overhead Cost (20%) Subjected	20.00	K .	\$;	30.655.87	\$	6,131.12	<u>.</u>	6.131.17
SC-04	Profit Cosi (Sofi Cosits)							Ě	
800	Profit Cost (10%)	10.00	2	5	36,787.04	3	3,678,70		
	Sybloid					_		3	3,678,70
	Sub-Total Soft Corfs							s	40,445,76
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9.00	Replacement Hotne Comituation Cost General Requirements	1,00	-		2,000,00	1	12,000,00	_	
9.01	Foundation Work	1,00	B	5	15,500.00	š	15,500.00		
	Shuchure Work Philines Work	1,00	- 6		31,785.00 33,0722.67	+	31.785.00 83.022.49	Ë	-
	Subfolal	1.30	اتا		v			\$	142,307.69
NC-02	Overhead Cost (Hard Costs) Overhead Cost (20%)	1,00	-	4 :	28,461.54	3	26,461.54	F	28,467,54
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HC-03	Profil Cost (Marid Costs)	1.00	В		14,230.77	-	1423077	~	14,230,77
-1,40	Sub-Telai Hard Cods	1.00		•	. 1,000,00	÷	/		185,000.D0
ADA-O1	Replacement Home ADA Compliance Dalla Hard Cost		\Box		-				
12,00	Sinucture Work	1.00	ıb	ş	1,045.00		1,045.00		
120	Finisher Work Sub-Total	1.00	ts T	\$	3,621.00	ş	3,821,00	_	4,666.00
ADA-62	insurance Coal (Hard Coals)							Ť	
13.00	Insulance Cost	1.00	T)	\$	129,00	\$	129,00	\$	127,00
ADA-03	Overhead Cost (Hard Casts)								
14.00	Overhead Cast (20%)	1,00	_0_	ş	999.00	\$	999.00	\$	999,00
ADA-04	Proof Cost (Hard Costs)		\vdash	_		_		_	
15.00	Prolit Cost (10%)	1.00	ls	\$	499,50	3	477.50	4	499.50
	Sub-Tejal ADA Campliance Della Con		-					3	4,493.50
								_	
	Total Proposed Cost (Self + Hard) Total Proposed Cost (Self + Hard + ADA)					_			228,468.74 231,757,24
								Ì	

Accessibility & Valvened Design | The design of all the model homes under this program considers accommodating persons who are permanently disable by easy adaptionally in case of destability.

Accessible entrance — Depending on the site conditions, the contractor will build a ramp with no more than 1° ste for every 12° length and/or re-grade the site to make a ground level entrance without steps.

Wide doorways - All existing doors have 32" clear opening to rall the wheelchair through the doorways.

tuable bathsoom – One batteroom in each of the models will be adjusted to explace the tub with a shower unit and to provide minimum required space for moneuvering to be able to reach tistures. To add stability, grab bas in both the bathing area and near the tailet will be installed and a tailer total will be installed to make it occurred to those with limited mobility.

Dichen.—All Michens are steed to accommodate accossible also space requirements but some adjustment will be rescusory for proper wrage by the disable. The required adjustments are removal of base cabinets to final lower counter for sealed work area; lower upper cabinets above work area to accept exact entry of floor of this cabinet and canter doorstop to provide true occass. Contractor will provide a Side by Side religionator for belief access and a range with front contracts for sealed operations.

The two-story model has the aption of accommodaling an accessible both com and bedroom on the ground floor, as well at a bottler-free loundry area.

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EXHIBIT O-2 REPLACEMENT HOME COST FORM (FOR TWO-STORY 2-BEDROOM HOME)

∡FR-BLDM[©]

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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 Negotiations on August 8, 2019)

Nam	e of Proposer:	FR-BLDM,	LLC		
1. <i>N</i>	lodel Home Propo	osed:			
	Single-Story 2-B		Single-Story 3-Bedroom	Single-Story 4	-Redroom
	$\overline{\mathbb{Z}}$ Two-Story 2-Be		☐ Two-Story 3-Bedroom	☐ Two-Story 4-B	
	•		·	(WO-3101y 4-b	ediooni
	lodel Home Propo	sed Maxir	num Budget:		
ID	Cost Category		wikin Assaul Coale Business (MM)	Pro	posed Cost (1)
			uction / Hard Costs Budget) (2)(3)	<u> </u>	<u> </u>
SC-01			placement Home Construction		\$ 17,451.25
SC-02	Pesign and Pem	nitting for Sta	orm-Damaged Home Demolition a	nd Abatement	\$ 7,125.00
SC-03	Services During C	Construction	(Design Supervision)		\$ 3,600.00
SC-04	Insurance Cost (d	applicable to	soft and hard cost of Standard Model	Homej	\$ 2,466.35
\$C-0	Overhead Cost (applicable to	off costs)		\$ 6,128.52
SC-06	Profit Cost (applic	cable to all so	ff costs)		\$ 3,677.11
Sub-To	tal Soft Costs (3)				\$ 40,448.23
Hard C	osts (Subject to Ma	x. Construct	lon / Hard Costs Caps) (Standard A	Nodel Home) (4)(5)(6)	
HC-01	Replacement Ho	me Constru	ction Cost		\$ 123,076.92
HC-02	Overhead Cost (applicable to	Standard Model Home's hard costs)		\$ 24,615.38
HC-0	Profit Cost (applic	able to Stand	lard Model Home's hard costs)		\$ 12,307.69
Sub-To	al Hard Costs (4)				\$160,000.00
ADA C	ompliance Delia (N	ot Subject t	Max. Construction / Hard Costs B	udget)	
ADA-0	1 Replacement Ho	me ADA Co	ompliance Delta Hard Cost		\$9,697.00
ADA-0	2 Insurance Cost (c	applicable to	ADA Complionce Delta hard costs)		\$198.00
ADA-0	3 Overhead Cost (applicable to	ADA Compliance Della hard costs)	-	\$1,979.00
ADA-0	4 Profit Cost (applic	able to ADA	Compliance Delta hard costs)		\$989.50
\$ub-To	al ADA Compilanc	e Della Cos	S		\$12,863.50
Total P	roposed Cost (So	ft + Hard) f	or Standard Model Home (7X?)		\$ 200,448.22
Total P	roposed Cost (So	ft + Hard +	ADA) for ADA Compliant Home	(8)(9)	S 213.311.77



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 PROOH to the Proposer, it awarded, for the implementation of the design, pernitting, and construction works necessary to build the Model Home proposed.

(2) Refer to the to the soft costs for the development of the Model Home not subject to the most num construction /

hard costs cops,

(3) Soft Costs include (f) the design and permitting for the Replacement Home considering any work necessary to adopt the model frome to assigned lots (fi) the design and permitting for the demolition and obotement of the stormdamaged home: (ii) the cost of any insurance related to the works and (iv) the operational costs related to the design, and permitting work; (v) eventually cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; (vi) cost of other activities related to the design and permitting work; of the demonstration of the Replacement

(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-slony 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes;

and \$205,000 for two-slory 4-bedroom Replacement Homes:

- (5) Hard Costs include: (1) construction of the Replacement Harne in compliance with all applicable regularments 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 undertected the home's toolpitht; (ii) construction of a minimum 200 square feet carport pad (no root) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R4 Lob; (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R4 Lob); (iv) a 75 feet connection length for power to existing utilities; (iv) a 25 feet connection length for potable water measured from the Replacement Hame's front edge to existing meter location; (vii) a 25 feet connection length for measured from the reprocessing from the second of the Reprocessing from the system of the second of the Reprocessing Include of least 2 inches of force), (viii) softscape (either by hydroseeding or sodding, if by hydroseeding include of least 2 inches of force), for the square footoges specified in BAFO Letter. (vi) operational costs associated to the construction of the Replacement Home; (vi) overhead costs associated to the construction of the Replacement Home; (vi) overhead costs associated to the construction of the Replacement Home; or the construction of the Replacement Home; or the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard?
- (6) Hard Casts exclude: (1), any earthwark (cut. Ill., and other related activities) additional to that required directly under the Replacement Hame's teatprint (Additional equitiwals requirements will be compensated to the Construction Managers using the Program Unit Price List); (I) any stewart (adevalles driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional stewark requirements will be compensated to the Construction Managers using the Program Unit Price Usi). ((ii) demolition work required at the storm-damagers using the Program Unit Price Usi). ((iv) any abolement work required at the storm-damaged home (if any abolement is required at the storm-damaged home. (if any abolement is required at the storm-damaged home.) If will be compensated to the Construction Managers using the Program Unit Price Ust). ((v) cost of Municipal Parents and Construction Taxes ("Arbitrios") 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 insulance related to the work.

 Refers to the total development cost for the Standard Model Heme (i.e. not ADA compliant) proposed; excluding any

(4) Referring the total development cost for the Standard Model Heime (i.e. not ADA compliant) proposed; excluding any specified exceptions to the construction in the Standard Model. Heime Proposed.
(5) Referring the total development cost for the ADA Compliant Voltant of the Model Home proposed, excluding any specified exceptions to the construction of the ADA Compliant Voltant of the Model Home proposed, excluding any specified exceptions to the construction of the ADA Compliant Voltant of the base price to be paid by the PRDOH to the Selected Proposes for construction of the ADA Compliant Model Homes) once a site is assigned to the Selected Proposes. The cost of any additional earthwork attended on work or obstement work as well as the cost of Municipal Potents and Construction taxes (Arbitries) regulated as part of a project will be added using the Proposer must attack to this Refer to Barkhot O-1 of the RFP) and any applicable parcentages;
(10) Proposer must attack to this Refer to Barkhot O-1 of the RFP) and any applicable parcentages;

(10) Proposer must affect to this Replacement Home Cost Form a detailed cost brackdown setting torth 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.

Representative Signaturé

August 13, 2019 Date.

Angel Antonio Fullana-Olivencia, PE

Proposer's Authorized Representative Printed Name

Rempiacement Home Debalwa Cost Breakdowm Two-Stay & Bedroom Home

August 13, 2019

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	Design and Permitting for Stem-Democraci Home Demostran Subjectal				Ł	Ī	\$ 7.125.00
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20,03	Services During Commucilion (Design Supervision)				ŀ	Ī	
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\$C-05	Overhead Cod (Sed Corts)				Ц		
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HC-01	Renicessant Horse Combacilion Con		Ι		$^{\downarrow}$	Ī	Ī
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7	old Poponed Carl (Selt + Hard + ADA)		П		Ц		\$ 213,311,77
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Accessibility is Daivened Design | The design of of the model homes under this program considers accommodating persons who are permanently cladde by adapted by a page of depthily in one of debthily.

Accessible entrance - Depending on the alle conditions, the contractor will build a romp with no mare than 1" the tor every 12" length and/or ne-grade the taske a ground level entrance without steps.

Wide docrways - All easting doos have 32" also opening to rail the wheelchot brough the docrways.

lattle batroom - One bathroom it gooth of the modes will be onjusted to bejoose the lot with a stower unit and to provide ruinform required space for manavering to be date to reach fathwa. To and stability, grob bast in both the bothling and and near the total will be instant and a faller later will be instant and an a faller later will be instant and an analysis. Installed to make it exists to those with Emisca mobility.

Michan – All Michells are stad to accommodate occasable door space requientents but some adelatinat will be necessary for propar usage by the docklet. The equited collaborative are removed at bear collaborative to read with area; lower upper cathests above work area to caselle producted stranger, and removed of that out that contribute has been decided with area; lower upper cathests above work area to writerative for belief access and a range with tent contributed or personal provider in a state by 34c writerative for belief access and a range with tent contributes accessed.

The two-stary model has the option of accommodating on acc

EK-BLDM

EXHIBIT O-2
REPLACEMENT HOME COST FORM
(FOR TWO-STORY 3-BEDROOM HOME)



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: FR-BLDM, LLC					
1. M	odel Home Proposed:					
Γ	Single-Story 2-Bedroom Single	Story 3-Bedroom	Single-Story 4-Bedroom			
		ory 3-Bedroom	☐ Two-Story 4-Bedroom			
2. M	odel Home Proposed Maximum Budgei	•	·			
ID	Cost Category	·	Proposed Cost (1)			
Soff Co	sts (Not Subject to Max. Construction / Hard	Costs Budget) (2)(3)				
SC-01	Design and Permitting for Replacement H	ome Construction	\$ 17,649.69			
SC-02	Design and Permitting for Storm-Damage	d Home Demolition ar	d Abatement \$7,187.50			
\$C-03	\$C-03 Services During Construction (Design Supervision) \$ 3,600.0					
SC-04						
SC-05	Overhead Cost (applicable to all soft costs)		\$ 6,232.51			
2C-06	Profit Cost (applicable to all soft costs)		\$ 3,739,50			
Sub-Tot-	a) Soft Costs (3)	- ·	\$ 41,134.55			
Hard Co	osts (Subject to Max. Construction / Hard Co	sts Caps) (Standard M	odel Home) (4)(5)(6)			
HC-01	Replacement Home Construction Cost		\$ 142,307.69			
HC-02	Overhead Cost (applicable to Standard Mod	lel Home's hard costs)	\$ 28,461.54			
HC-03	Profit Cost (applicable to Standard Model Ho	ne's hard costs)	\$ 14,230.77			
Sub-Tot	al Hard Costs (4)		\$185,000.00			
ADA Co	mpllance Delta (Not Subject to Max. Const	uction / Hard Costs Bu	dgel)			
ADA-01	Replacement Home ADA Compliance De	lta Hard Cost	\$9,697.00			
ADA-02	Insurance Cost (applicable to ADA Complian	ce Delta hard costs)	\$198.00			
ADA-03	Overhead Cost (applicable to ADA Complia	nce Delfa hard costs)	\$1,979.00			
ADA-04	Profit Cost (applicable to ADA Compliance D	elfa hard cosis)	\$989.50			
Sub-Tote	al ADA Compliance Delfa Costs		\$12,863.50			
Total Pr	oposed Cost (Soft + Hard) for Standard	Model Home (7)(7)	\$ 226,134.55			
Total Pr	oposed Cost (Soft + Hard + ADA) for AD	A Compliant Home	(B)(9) \$ 238,998.05			



Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

Notes on Cost Form;

(1) Releas 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 for the soft costs for the development of the Model Home not subject to the maximum construction /

hard costs coos

- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model from to assigned tots: (ii) the design and permitting for the demolition and obtained to the storm-damped home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the works; and (iv) the operational costs related to the design and permitting work; (vi) avertical cost associated to the design and permitting work; (vii) profit cost associated to the design and permitting work; and (viii) cost of attribute related to the design and permitting. work of the demallion and abdiement of the Storm Damaged Home and the construction of the Replacement
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs cape. 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; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- and \$205,000 for two-story 4-bedroom 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 includes including the cost of excavation and soil preparation for foundations understain the pomponents and including the cost of excavation and soil preparation for the Replacement Home; (iii) construction of a minimum 200 square feet across paid (no too) for the Replacement Home; (iii) construction of 180 square feet of diveway to the forms (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkings to the forms (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkings to the forms (considering minimum setbacks for a typical R-1 Lot); (iv) construction length for power to existing untities; (vi) a 25 feet connection length for power to existing untities; (vi) a 25 feet connection length for power to existing mater location; (vii) a 25 feet connection tength for power to existing mater location; (vii) a 25 feet connection tength for power to existing mater location; (viii) a 25 feet connection tength for power to exist measured from the Replacement Home's front edge to existing mater location out (frealsfor); (viii) softscope measured from the keplacement name strant eage to existing mener location; (vii) a zoneer connection length for safficing services, sever measured for the Replacement Home's front eage to existing clean out ("registro"). (viii) softscope (either by hydroseeding or sodding; if by hydroseeding include of least 2 inches of topsoil) for the square footoges specified in BAPO Letter; (bx) operational costs associated to the construction of the Replacement Home; (bx) eventually of the Replacement Home; (bx) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard /
- constitution caps.

 (6) Hard Scrissevalude: (f) any earthwork (cut. fill. and office related activities) additional to that required disertly under the Replacement Harne's (solprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price Ust): (iii) any stewark (adevails, divieways, landscaping, etc.) In addition to Monogers listing the Program Unit-Price (Lst.): (II) any sitework (sidewalls, driveways, landscaping, etc.) In addition to the driveway, walkway, and softscape requirements by the cap (Additional stework requirements will be compensated to the Construction Managers using the Program Unit Price (Lst.): (III) demolition work required at the storm-domoged home (This cost will be compensated to the Construction Managers using the Program Unit Price (Lst.): (IV) any abolitment is required at the storm-domoged home. If will be compensated to the Construction Managers using the Program Unit Price (Lst.): (IV) cost of Municipal Patents and Construction Taxes ("Arbitros") applicable to the construction of the Replacement Home and any demolition and obstement work required at the storm-domoged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality wate work is to be beninged and all the serial costs of the work based on the applicable percentages of the Municipality wate work is to be beninged.

to be performed) and (vi) cost of insurance related to the work.

(7) Refers to the total development cost for the Standard Model Hame (i.e. not ADA compliant) proposed, excluding any

(7) Heliats to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed excluding any specified exceptions to the construction of the Standard Model Home Proposed.
(8) Refers to the total development cost for the ADA Compliant Voltant of the Model Home proposed, excluding any specified exceptions to the construction of the ADA Compliant Voltant of the Model Home proposed, excluding any specified exceptions to the construction of the ADA Compliant voltant of the Model Home;
(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Home; once a site is assigned to the Selected Proposer, the cost of any additional earthwork stework demolition work or abatement work as well as the cost of Municipal Patents and Construction Taxes ("Abbition") regulated as part of a profess will be added using the Proposer that the Cost (Refer to Exhibit O-1, of the RFF) and any applicable percentages;
(10) Proposer must attach to this Replacement Home Cost Form a détailed cost breakdown setting forth the Items of work.

(10) Proposer must altach 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 digital physical format with the Proposal must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

August 13, 2019

Date.

Angel Antonio Fullana-Olivencia, PE

Proposer's Authorized Representative Printed Name

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Accessible enhance – Depending on the ste considers. The conhocins will build a semp with no mare than 1" fee for every 12" langth and/or re-grade the ste to make a great devel enhance without stops.

Wide doorways - All existing doors have 32" clear opering to roll the wheelchair lineugh the doorways.

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EXHIBIT O-2 REPLACEMENT HOME COST FORM (FOR TWO-STORY 4-BEDROOM HOME)

AFR-BLDM[□]

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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 Negotiations on August 8, 2019)

Name	of Proposer:	FR-BLDM,	пс			
1. M	odel Home Prop	osed:				
] Single-Story 2-	Bedroom	Single-S	tory 3-Bedroom	Single-Story	4-Bedroom
] Two-Story 2-Be	edroom	☐ Two-Sto	ry 3-Bedroom		-Bedroom
2. Mo	odel Home Prop	osed Maxin	num Budaet:			
ID	Cost Category				J	Proposed Cost (1)
Soft Cos	ts (Not Subject to	Max. Constr	vction / Hard C	osts Budget) (2)(3)		
\$C-01	Design and Per	mitting for Re	placement Ho	me Construction		\$ 17,649.69
SC-02	Design and Per	mitting for Sto	rm-Damaged	Home Demolition a	nd Abatement	\$ 7,187.50
SC-03	Services During	Construction	(Design Super	vision)		\$ 3,600.00
SC-04	Insurance Cost	(applicable to	soft and hard co	ost of Standard Model	Home)	\$ 2,993.64
\$C-05	Overhead Cost	(applicable to	all soft costs)			\$ 6,286.17
2C-06	Profit Cost (appl	icable to all sai	ft costs)			\$ 3,771.70
Sub-Tote	al Soff Costs (3)				<u> </u>	\$ 41,488.69
Hard Co	sts (Subject to M	ax. Constructi	ion / Hard Cos	ls Caps) (Standard /	Model Home) (4)(5)(4	
HC-01	Replacement H	ome Constru	ction Cost			\$ 157,692.31
HC-02	Overhead Cost	(applicable to	Standard Mode	l Home's hard costs)		\$ 31,538.46
HC-03	Profit Cost (appli	icable to Stanc	iard Model Hom	e's hard costs)		\$ 15,769.23
Sub-Tote	al Hard Costs (4)					\$205,000.00
ADA Co	mpliance Delta (i	Not Subject to	Max. Constru	ction / Hard Costs B	udget)	
ADA-01	Replacement H	ome ADA Co	mpliance Delf	a Hard Cost		\$9,697.00
ADA-02	Insurance Cost	(applicable to	ADA Campliano	e Delta hard costsj		\$198.00
ADA-03	Overhead Cost	(applicable to	ADA Compliano	ce Delta hard costs)	· · · · · ·	\$1,979.00
ADA-04	Profit Cost (appli	cable to ADA	Compliance Del	ta hard costs)		\$989.50
Sub-Toto	il ADA Complian	ce Delta Cost	s		· ·	\$12,863.50
Total Pr	oposed Cost (Sc	off + Hard) fo	or Standard M	lodel Home (7)(9)		\$ 246,488.70
Total Pr	posed Cost (So	off + Hard +	ADA) for ADA	Compliant Home	(B)(†)	\$ 259,352,20



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, it 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 from to assigned tols: (1) the design and permitting for the demolition and abortement of the starm-damaged home; (iii) the cost of any insurance related to the works and (iv) the operational costs related to the design and permitting work; (v) profit cost associated to the design and permitting work; (v) profit cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; (vii) profit 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,
- Home,

 Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs occs. Construction / hard costs are capped as follows: \$145,000 for single-stary 2-bedroom Replacement Homes; \$130,000 for single-stary 3-bedroom Replacement Homes; \$185,000 for two-stary 3-bedroom Replacement Homes; \$185,000 for single-stary 3-bedroom Replacement Homes; \$185,000 for single-stary 3-bedroom Replacement Homes; \$185,000 for single-stary 4-bedroom Replacement Homes; and \$205,000 for two-stary 4-bedroom Replacement Homes; \$185,000 for single-stary 4-bedroom Replacement Homes; \$185,000 for single-stary 4-bedroom Replacement Homes; and \$205,000 for two-stary 4-bedroom Replacement Homes; \$185,000 for single-stary 4-bedroom Replacement Homes; and \$205,000 for two-stary 4-bedroom Replacement Homes; \$185,000 for single-stary 4-bedroom Replacement Homes; and \$205,000 for two-stary 4-bedroom Replacement Homes; \$185,000 for single-stary 3-bedroom Replacement Home construction cops;
- (6) Hard Costs evaluae: (1), any earthwork (cut. (1), and offner related activities) additional to that required directly under the Replacement Home's toolprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price (Left): (11) any alterwork (sideworks, driveways, landsocioling, etc.) in addition to the drivaway, walkway, and softscope requirements by the cap (Additional stewark requirements will be compensated to the Construction Managers using the Program Unit Price Ust); (iii) demolition work required at the storm damagers using the Program Unit Price 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, if will be compensated to the Construction Managers using the Program Linit Price List): (iv) cost of Municipal Patents and Construction Taxes ("Arbitros") applicable to the construction of the Replacement Home and any demallion and obatement work required of 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

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 pilce to be paid by the PROOH 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 pilce to be paid by the PROOH to the Selected Proposers for construction of the ADA Compliant Variant of the Model Home).

(9) To the Total Proposer Costs (in both Standard and ADA Compliant Model Home) once a site is assigned to the Selected Proposers the cost of any additional earthwork attended to propose a site is assigned to the Selected Proposers for construction Taxes ("Arbitian"), required as part of a project will be caded using the Program Unit Price List (Refer to Exhibit Co.1 of the RFP) and any applicable percentages.

(10) Proposer must altach to this Replacement Home Cost Form a detailed cost breakdown setting forth the literus of work.

(10) Proposer must allach to this Replacement Home Cost Form a detailed cost breakdown setting torth 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.

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August 13, 2019 Date.

<u> Angel Antonio Fullana-Olivencia, PE</u>

Proposer's Authorized Representative Printed Name

Augent 13, 2019

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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.

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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.

Liquidated Damages & Penalties

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

² For 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.



¹ Pursuant to Planning Board Resolution No. JPE-2019-071, Program repair 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 praper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

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. Not to the Notice ta Proceed for Repair or Replacement Home Construction Work referenced in the timeframes of performance.





PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Contractor through the life of the Contract and the Program.





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. <u>Commercial General Liability (Broad Form) including the</u> <u>following insurance coverage</u>

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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	\$1,000,000.00
Each Accident	\$1,000,000.00

() 3. Crime Insurance

	COVERAGE REQUIRED
HI.	Employee Dishonesty:
	Limit - \$500,000 Per Occurrence
	Deductible \$5,000 Per Occurrence
IV.	Forgery & Alteration Form:
	Limit - \$500,000 Per Occurrence
	Deductible \$5,000 Per Occurrence
V.	Theft, Disappearance & Destruction (Inside/Outside):
	Limit \$500,000 Per Occurrence
	Deductible \$5,000 Per Occurrence
VI.	Computer Fraud:
	Limit \$500,000 Per Occurrence
	Deductible \$5,000 Per Occurrence



(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

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•	Medical Payments - \$10,000.00
The Commercia symbols:	Auto cover must be applied to the following
•	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

(X) 7. Umbrella

Limit - \$10,000,000.00



(X) 8. <u>Builder's Risk - 100% of Finished Value</u>

- (X) a. Form for all risks including "DIC" and earthquake
- b. 100% total finished cash value for all finished construction, materials 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.

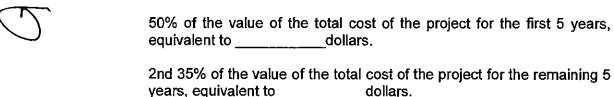
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(X) 9. Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond

- (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.
- 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.
- 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:



- (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:

A dete	rmined	2-1/2%	of	the	value	of	the	total	cost	of	the	Proje	C
equivalent to_			_	dc	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
- (X) 12. The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS

- 1. 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:
- Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.

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- 4. 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.
- 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.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND 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.
- 2. To be enjoying a good economic situation and to be classified under the 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 uneamed premium.
- 6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

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- 7. 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.
- 8. 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.

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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>

<u>Program Construction Managers</u>

December 11, 2018 Date

Arlyn Rodríguez Fuentes 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

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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.

6. 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.

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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.



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.



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



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:

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:



- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) 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

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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:

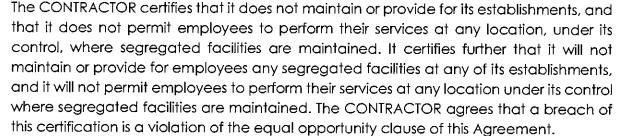
- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, 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



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)





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.



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.



- 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



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)

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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.

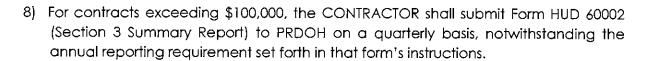
29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 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.



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).



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 sea).

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

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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



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.

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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).



GOBIERNO DE PUERTO RICO DEPARTAMENTO DE LA VIVIENDA ACUERDO LABORAL DE PROYECTO ENTRE EL DEPARTAMENTO DE LA VIVIENDA DE PUERTO RICO

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FR-BLDM, LLC

ARTÍCULO 1. —BASE LEGAL

Se adopta este Acuerdo Laboral de Proyecto (en adeiante, "Acuerdo") de conformidad y en cumplimiento con la Sección 3ra. del Boletín Administrativo Núm. OE-2018-033, titulado "Orden Ejecutiva del Gobernador de Puerto Rico, Hon. Ricardo A. Rosselló Nevares, para aumentar el salario mínimo de los trabajadores de la construcción, poner en vigor las leyes que requieren el uso de cemento producido en Puerto Rico y requerir el uso de acuerdos laborales en proyectos de construcción sufragados con fondos públicos", promulgado el 30 de julio de 2018 (en adelante, "OE-2018-033").

ARTÍCULO 2. —PROPÓSITO

El Gobierno de Puerto Rico desea abonar al bienestar económico de los trabajadores de la construcción, fomentar la paz laboral, la seguridad de los empleados y promover la ejecución eficiente y puntual del Proyecto de Construcción, según definido en el Artículo 4 de este Acuerdo, de manera que se cumpla con la política pública esbozada en la OE-2018-033. De conformidad con la Sección 4ta de la OE-2018-033, este Acuerdo fomentará el logro de estos objetivos, y exclusivamente: vincula a todos los contratistas y subcontratistas que participen del Proyecto de Construcción; contiene herramientas para evitar interrupciones derivadas de disputas laborales; promueve la armonía laboral; proporciona mecanismos uniformes para la solución de conflictos laborales; y fomenta la cooperación entre los contratistas y sus trabajadores en asuntos relacionados a la productividad y la seguridad ocupacional.

ARTÍCULO 3. —PARTES DEL ACUERDO

Este documento es un Acuerdo Laboral de Proyecto suscrito por el Departamento de la Vivienda de Puerto Rico, como agencia, corporación pública, instrumentalidad, oficina o dependencia de la Rama Ejecutiva del Gobierno de Puerto Rico (en adelante, "Agencia"), y FR-BLDM, LLC _______, como contratista que emplea

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trabajadores para la construcción del Proyecto de Construcción (en adelante, "Contratista").

ARTÍCULO 4. —PROYECTO DE CONSTRUCCIÓN

El Programa de Reparación, Reconstrucción, o Reubicación (en adelante "Proyecto de Construcción") proporciona asistencia a propietarios de viviendas para reparar hogares dañados y reconstruir unidades de vivienda significativamente afectadas por los Huracanes Irma y María en septiembre de 2017. El Proyecto de Construcción proveerá tres (3) distintos tipos de asistencia: reparación, reconstrucción, y reubicación. Los trabajos de diseño y construcción de los trabajos a implementarse, independientemente del tipo de asistencia a ser provista, serán implementados por el Contratista y su equipo. El Contratista será asignado casos para reparar hogares y casos para reconstruir hogares en sitio o en una nueva localidad fuera de peligro. Los casos serán asignados al Contratista mediante Órdenes de Tarea. La emisión de Órdenes de Tarea por la Agencia estará basada en el desempeño y capacidad del Contratista de realizar trabajos en el Proyecto de Construcción.

ARTÍCULO 5. —RESPONSABILIDADES Y OBLIGACIONES DE LAS PARTES

Este Acuerdo será vinculante para la Agencia y todos los Contratistas de todos los niveles que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del Departamento del Trabajo y Recursos Humanos (en adelante, "DTRH"). Los Contratistas incluirán en cualquier subcontrato suscrito durante el plazo de este Acuerdo, una cláusula a los efectos de que sus subcontratistas, de todos los niveles, serán partes vinculadas por este Acuerdo con respecto a todo trabajo subcontratado dentro del alcance del Proyecto de Construcción. Además, todos los Contratistas y los subcontratistas que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del DTRH, deberán incluir una cláusula en el contrato mediante la cual se obliguen a cumplir las disposiciones de este Acuerdo.

La Agencia no será responsable por ninguna violación de este Acuerdo. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. La responsabilidad de cualquier Contratista en virtud del presente Acuerdo será individual y no mancomunada. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. Disponiéndose que la compensación de los trabajadores contratados por subcontratistas que no cumplieron con el requisito del salario mínimo será responsabilidad del Contratista.

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Nada en este Acuerdo limita la discreción exclusiva de la Agencia para determinar a qué Contratista se le adjudicarán los contratos para el Proyecto de Construcción. La Agencia retiene autoridad para cancelar, retrasar o suspender en todo o en parte el Proyecto de Construcción.

Además de lo dispuesto en este Acuerdo, en la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, la responsabilidad de este último se regirá según lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el National Labor Relations Board.

ARTÍCULO 6. —SALARIOS

A todos los trabajadores cubiertos por este Acuerdo se les pagará una tarifa de salario no menor de quince dólares (\$15.00) por hora, de conformidad con la OE-2018-033, la Carta Circular del DTRH Núm. 2018-01 y el Artículo 9 de este Acuerdo. En caso de que el trabajador tenga derecho a devengar un salario mayor al contemplado en la OE-2018-033, por razón de alguna ley federal o estatal, el contratista y los subcontratistas vendrán obligados a pagar el salario más alto. El Contratista exhibirá en un lugar visible del Proyecto de Construcción, el afiche confeccionado por el DTRH sobre el salario mínimo establecido en la OE-2018-033. Disponiéndose que la clasificación de una persona como contratista independiente no será, por sí sola, fundamento para evitar el salario mínimo dispuesto por la OE-2018-033.

Según dispone la Sección 3 de la Ley Núm. 17 de 17 de abril de 1931, según enmendada, conocida como "Ley de Pago de Salarios", los trabajadores recibirán su compensación ya sea en metálico, mediante cheque, depósito directo, transferencia electrónica o créditos a una tarjeta de nómina, a intervalos que no excederán de quince (15) días. Cuando un trabajador es despedido o renuncia a su trabajo durante cualquier día de la semana, el Contratista compensará el importe del número de días trabajados, no más tarde del próximo día oficial de pago en la forma acordada.

De ser aplicables las disposiciones de la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como "Ley para Establecer la Jornada de Trabajo en Puerto Rico", por no existir un convenio colectivo vigente negociado por una organización obrera, el Contratista deberá suministrar a cada trabajador un talonario de pago que contenga la siguiente información: nombre y dirección del Contratista, nombre del empleado, puesto, fecha y periodo de trabajo

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conocida como 'Ley para Establecer la Jornada de Trabajo en Puerto Rico'". devengado por concepto de horas regulares y extraordinarias; adiciones y XV del Reglamento del DTRH Núm. 9017 de 4 de abril de 2018, "Reglamento para recibida por el trabajador. El patrono deberá hacer disponible, durante el deducciones, indicando el concepto por el cual se hacen; y la cantidad neta Administrar la Ley Núm. 379 de 15 de mayo de 1948, según enmendada través de algún método que garantice su recibo de conformidad con el Artículo término de cinco (5) días calendario posteriores al pago, el talonario de pago a comprendido por el pago, total de horas regulares y extraordinarias, salario

sus empleados por razón de sexo. cualquier evaluación interna para corroborar que no discrimina salarialmente a Igualdad Salarial en el Empleo" de 10 de agosto de 2017, en aras de realizar reconoce que ha consultado las "Guías Uniformes para el Autoestudio de de Igualdad Salarial de Puerto Rico", y la Ley 61-2017. Además, el Contratista promover igual paga por igual trabajo de conformidad con la Ley 16-2017, "Ley de las causales prohibidas por ley, así como con la política pública dirigida a Las Partes reafirman la política de no discrimen en el taller de trabajo por alguna

y estatal referente a cómo se paga el salario mínimo y qué constituyen horas o tiempo de trabajo. Será de aplicación todo otro aspecto de la legislación y reglamentación federal

ARTÍCULO 7. —PROCEDIMIENTO ANTE EL DEPARTAMENTO DEL TRABAJO Y RECURSOS

para su pronta solución a tenor con el Memorando del Secretario Núm. 2018-05 El DTRH iniciará un procedimiento expedito de atención a estas reclamaciones Negociado de Normas del Trabajo del DTRH para denunciar el incumplimiento. alguna violación a sus disposiciones salariales, podrá comunicarse con e 2018-033 y por la Carta Circular Núm. 2018-01, emitida por el DTRH, que alegue Cualquier trabajador cubierto por este Acuerdo, por las disposiciones de la OE-

y/o funcionarios con autoridad delegada. de los contratos o cualquier otro documento requerido por dichos empleados el Contratista tendrá la obligación de entregar los documentos de nómina, copia DTRH le haya conferido autoridad para investigar estas reclamaciones. Además del Trabajo y con cualquier otro empleado o funcionario al cual el Secretario de El Contratista deberá cooperar con los Investigadores del Negociado de Normas

términos, condiciones, compensación, ubicación, beneficios o privilegios del De conformidad con la Ley 115-1991, según enmendada, el Contratista no podrá amenazar o discriminar contra un trabajador con relación a los

empleo porque el trabajador ofrezca o intente ofrecer, verbalmente o por escrito, cualquier testimonio, expresión o información, relacionada con los derechos conferidos por la OE-2018-033, ante el DTRH o cualquier otro foro legislativo, administrativo o judicial, cuando dichas expresiones no sean de carácter difamatorio ni constituyan divulgación de información privilegiada establecida por ley.

Nada de lo dispuesto en este Artículo impide que un trabajador acuda al foro judicial para hacer valer sus derechos, solicitar cualesquiera otros remedios legales que fueren necesarios para hacer efectivos los términos de la OE-2018-033 y hacer que se cumplan las reglas, órdenes y determinaciones que hubiera dictado el Secretario del DTRH en el uso de los poderes que le confiere esta.

ARTÍCULO 8. —RESOLUCIÓN DE DISPUTAS

El Contratista, así como cualquier otro subcontratista, deberá tomar pasos afirmativos para solucionar controversias laborales en aras de evitar, pero no prohibir, paradas, huelgas, bloqueos o cierres que puedan poner en riesgo la culminación puntual del Proyecto de Construcción. Si luego de intentar solucionar de manera interna la controversia aún se materializa alguno de estos conflictos, tanto la Agencia como el Contratista se comprometen a notificar al DTRH en un término de cuarenta y ocho (48) horas de culminar los esfuerzos internos de resolución. El DTRH enviará un mediador o árbitro del DTRH, en un término de dos (2) días laborables de haber sido notificado, que intentará resolver la situación. El procedimiento alterno de resolución de conflictos ante el DTRH tendrá carácter prioritario; y deberá culminarse en o antes de treinta (30) días, contados a partir de la designación del mediador o árbitro.



Nada de lo dispuesto en este Artículo impide que las partes involucradas acudan a cualquier otro foro legislativo, administrativo o judicial en aras de hacer valer sus derechos.

ARTÍCULO 9. —REQUISITOS DE SEGURIDAD Y PROTECCIÓN

Cada Contratista se asegurará de cumplir y mantener, en el sitio del Proyecto de Construcción, los requisitos de seguridad vigentes de conformidad con las normas y reglamentos estatales y federales aplicables, incluyendo los promulgados por la Administración de Seguridad y Salud Ocupacional de Puerto Rico ("PR OSHA", por sus siglas en inglés) adscrita al DTRH.

Dentro de sesenta (60) días de haber firmado el contrato, el Contratista deberá comunicarse con PR OSHA para solicitar un entrenamiento sobre los estándares de seguridad y salud ocupacional que deberán implementarse durante el transcurso del Proyecto de Construcción.

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Además, cada Contratista deberá asegurarse que los obreros no-diestros participen de los programas de capacitación sobre temas relevantes en la industria de la construcción, relacionados a los códigos de construcción, seguridad, permisos, entre otros, de conformidad con el proceso y las directrices que imparta la Oficina de Gerencia y Permisos del Gobierno de Puerto Rico ("OGPe") sobre el particular. El cumplimiento con dichos programas de capacitación será un requisito indispensable para que los obreros no-diestros puedan continuar devengando el salario mínimo de quince dólares (\$15.00) por hora dispuesto en la OE-2018-033 e interpretado en la Carta Circular Núm. 2018-01 del DTRH. Será deber de cada Contratista cumplir con los deberes y las directrices impartidas por la OGPe sobre este particular.

ARTÍCULO 10. —UNIONES Y SINDICATOS

La implementación de las disposiciones de este Acuerdo no se entenderá como el reconocimiento por parte del Contratista o la Agencia de una unión laboral como representante sindical exclusivo de cualquier grupo de empleados en el taller de trabajo, de conformidad con la Sección 9na. de la OE-2018-033.

En la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, le corresponde a este último negociar con el representante sindical las condiciones laborales y el proceso de resolución de controversias. En ese sentido, la relación entre el Contratista y los trabajadores se regirá por lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el National Labor Relations Board, en toda sección y parte que no sea incompatible con el Acuerdo.

ARTÍCULO 11. -APLICABILIDAD A EMPLEADOS

Las disposiciones de este acuerdo aplican a todo obrero de la construcción (diestro o no- diestro) que ejerce tareas físicas o manuales en su naturaleza dentro del Proyecto de Construcción, según definido en la OE-2018-033 y la Carta Circular del DTRH Núm. 2018-01. Las siguientes personas no están sujetas a las disposiciones de este Acuerdo, aunque realicen tareas del Proyecto de Construcción:

a. "Profesionales", "ejecutivos" y "administradores", según definidos por el Reglamento del DTRH Núm. 7082 de 18 de enero de 2006, conocido como "Reglamento Número 13 — Quinta Revisión (2005)".

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b. Empleados que no ejercen funciones manuales o físicas directamente dentro del Proyecto de Construcción, limitándose únicamente a realizar tareas en conexión con la obra pública, tales como: monitores de seguridad/vigilancia del área, cronometradores, carteros, oficinistas, secretarias, mensajeros, guardias, labores de contabilidad (nómina, teneduría de libros), técnicos, recepcionistas, operadores de cuadro telefónico, procesamiento de data electrónica, listeros y otras tareas análogas, y todo aquel que realice labores de índole administrativa únicamente.

c. Los empleados de la Agencia, o de cualquier otra entidad estatal, incluso si trabajan en el sitio del Proyecto de Construcción mientras esté en curso.

ARTÍCULO 12. —APLICABILIDAD A ENTIDADES

Este Acuerdo estará disponible y se aplicará plenamente a cualquier postor exitoso para el Proyecto de Construcción que se convierta en firmante del mismo, independientemente de si realiza trabajo en otros proyectos. Este Acuerdo no aplicará al trabajo de ningún Contratista que se realice en otros proyectos. Tampoco aplicará a aquellas matrices, subsidiarias o afiliadas de cualquier Contratista que no participe directamente en el Proyecto de Construcción.

Las condiciones laborales de este Acuerdo no aplicarán a la Agencia, ni a ninguna otra entidad pública, y nada de lo contenido en este documento se interpretará como que prohíbe a sus empleados a realizar trabajo dentro o fuera del lugar del Proyecto de Construcción.

ARTÍCULO 13. —SEPARABILIDAD

Si cualquier parte de este Acuerdo fuera anulada, se determinara que infringe la ley o que pudiera ocasionar la pérdida de todo o parte del financiamiento del Proyecto de Construcción, se considerará, temporal o permanentemente, nula e inválida. No obstante, el resto del Acuerdo permanecerá en pleno vigor y efecto en la medida permitida por ley. Es la voluntad expresa e inequívoca de las Partes que los foros correspondientes hagan cumplir las disposiciones y la aplicación de este Acuerdo en la mayor medida posible, aunque se deje sin efecto, anule, invalide, perjudique o declare inconstitucional alguna de sus partes, o su aplicación a alguna persona o circunstancias.

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ARTÍCULO 14.- EXCLUSIVIDAD DE ACUERDOS

Este documento contiene los únicos acuerdos de todos los firmantes en relación a las condiciones laborales que deben regir en el Proyecto de Construcción y reemplazan cualquier otro acuerdo entre las partes sobre condiciones laborales que de otro modo aplicaría al Proyecto de Construcción, en su totalidad o en parte. No se exigirá que ningún Contratista otorque otro acuerdo sobre condiciones laborales como requisito para llevar a cabo el Proyecto de Construcción.

ARTÍCULO 15. -VIGENCIA

Este Acuerdo entrará en vigor de forma inmediata mediante la aprobación y firma de (1) la autoridad nominadora de la Agencia y (2) el Contratista. Se entiende que este Acuerdo, junto con todas sus disposiciones, permanecerá vigente para todo el Proyecto de Construcción hasta su finalización, incluso si no se completa antes de la fecha de vencimiento del contrato.

POR ESTAR CONFORME CON LO ANTERIOR, las partes firman este Acuerdo el día 13 de noviembre de 2019.

DEPARTMENTO DE LA VIVIENDA

Fernando A. Gil-Enseñat, Esa.

Secretary

FR-BLDM, LLC

Antonio Fullana-Morales

Managing Partner DUNS No. 116914530

