



GOVERNMENT OF PUERTO RICO
Department of Housing

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
 LEMOINE DISASTER RECOVERY, LLC**



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 6 of December, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **LEMOINE DISASTER RECOVERY, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 1906 Eraste Landry Road #200, Lafayette, LA; herein represented by William T. Rachal, in his capacity as Vice President, of legal age, married, and resident of Louisiana, duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the PRDOH desires to enter into an agreement with **LEMOINE DISASTER RECOVERY, 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
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 December, 5, 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)**; **Account Number: R01H07RRR-DOH-LM 6090-01-000**
- 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.
- 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 RECORDKEEPING

- 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 Agreement 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.

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- 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.



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 PRDOH 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.



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,

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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

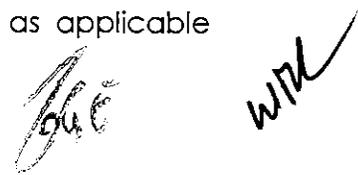
William T. Rachal
Lemoine Disaster Recovery, LLC
1906 Eraste Landry Road #200
Lafayette, LA 70506

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. part 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable



provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- 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 public funds.
 4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described



in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) days** from the time of the conviction.

- P. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his/her profession and assumes responsibility for his/her actions.
- Q. Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XXV. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;



Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment G**.

XXVII. SECTION 3 CLAUSE

- A.- The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. - The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.- The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. - The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 135.
- F. - The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- G. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.



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

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

- A.- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and 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 180, subpart C and 2 C.F.R. part 2424, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXVII. BANKRUPTCY

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

XXXVIII. ENTIRE AGREEMENT

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

XXXIX. MODIFICATION OF AGREEMENT

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

XL. BINDING EFFECT

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

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

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XLI. ASSIGNMENT OF RIGHTS

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

XLII. NON-WAIVER

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

XLIII. GOVERNING LAW JURISDICTION

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

XLIV. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

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

XLV. HEADINGS

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

XLVI. FEDERAL FUNDING

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

Joe

WMA

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

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dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

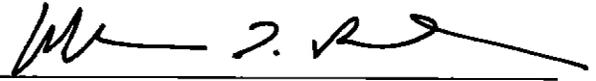
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING

LEMOINE DISASTER RECOVERY, LLC



Fernando A. Gil-Enseñat, Esq.
Secretary



William T. Rachal
Vice-President
DUNS No. 080919445



GOVERNMENT OF PUERTO RICO
Department of Housing

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: wil.rachal@lemoinecompany.com

William T. Rachal
Vice President
Lemoine Disaster Recovery, LLC
214 Jefferson Street
Suite 200
Lafayette, LA 70501

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. Rachal:

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, Lemoine Disaster Recovery, 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;
- 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-to-exceed 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-to-exceed 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-to-exceed amount of \$50,000,000 and a 3-year term for both repair and replacement home construction work;
- To **Custom Homes, Inc.**, a Level 2 Construction Manager, for the initial contract not-to-exceed amount of \$15,000,000 and a 3-year term for both repair and replacement home construction work at the Municipalities of Caguas, Canóvanas, Gurabo, Río Grande, and Vega Alta;

All contracts will be invoiced up to the amounts awarded based on the Cost Proposals submitted and terms and conditions of the Construction Manager Services. All awarded Proposers are responsive and responsible Proposers whose Proposals were advantageous to the PRDOH in terms of price and other evaluation factors included in the RFP. The Bid Board Resolution is attached hereto and made an integral part herein as **Exhibit 1**.

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**.

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Table 1: Proposals Technical Evaluation Summary

No. Proposer Name	Mandatory Req.	Qualifications	Work Approach	Conceptual Design Submissions		Plan for Section 3 Compliance	Total Technical Score	"Qualified Proposer"
				Single-Story 3-Bedroom	Two-Story 3-Bedroom			
1 Excel Contractors, LLC	Pass	84.00	96.33	34.67	35.00	5.00	255.00	Yes
2 SLSO LTD	Pass	88.66	73.67	33.67	34.67	3.00	233.67	Yes
3 Lemaire Disaster Recovery, LLC	Pass	77.34	85.01	34.33	33.00	4.33	234.01	Yes
4 Thompson Construction Group Inc.	Pass	66.34	89.34	36.00	38.00	5.00	234.68	Yes
5 DSW Homes LLC	Pass	72.67	90.98	38.00	36.33	5.00	242.98	Yes
6 FR-BLDM LLC	Pass	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	72.67	36.00	36.67	3.00	215.34	No
9 Piloto Construction LLC	Pass	72.66	65.34	37.00	37.00	2.67	214.67	No
10 APTIM PR LLC	Pass	73.67	95.99	37.33	38.00	5.00	249.99	Yes
11 Desarrollos 3V, Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12 Rebuilders PR LLC	Pass	81.00	81.34	36.67	37.33	5.00	241.34	Yes
13 Design Build LLC	Pass	81.34	69.66	33.33	32.67	2.67	219.67	No
14 Alreko 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 Construction 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.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
24 Caribe Tecna, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25 Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26 WG Pitts 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 Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30 Moderno Construction Corp.	Pass	60.66	77.99	33.67	35.67	4.33	212.32	No

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

For the seventeen (17) Proposers that were considered "Qualified" the Evaluation Committee evaluated Cost Proposals submitted and combined the technical and price aspects to obtain the

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Proposals Weighted Scores as established in Section 8.4 of the RFP. A summary of the results is shown in **Table 2**.

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

No. Proposer Name	Technical Weighted Score ¹	Cost Proposal Weighted Score ^{2,3}	Total Weighted Score
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%	25.57%	84.82%
4 Thompson Construction Group Inc.	60.80%	30.00%	90.80%
5 DSW Homes LLC	62.51%	25.24%	87.75%
6 FR-BLDM LLC	64.71%	0.00%	64.71%
7 OSSAM Construction, Inc.	57.82%	0.00%	57.82%
10 APTIM PR LLC	64.04%	22.17%	86.21%
12 Rebuilders PR LLC	62.13%	0.00%	62.13%
14 Aireko Construction Management Services LLC	62.07%	10.52%	72.58%
15 ANG Construction, Inc.	60.66%	0.00%	60.66%
16 Yates-Bird LLC	62.36%	0.00%	62.36%
19 Three O Construction SE	59.42%	0.00%	59.42%
21 Venegas Construction, Corp.	67.64%	13.67%	81.32%
22 4 Contractors JV	65.15%	0.00%	65.15%
24 Caribe Tecno, CRL	60.00%	0.00%	60.00%
27 Custom Homes, Inc.	61.46%	0.00%	61.46%

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

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

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

No. Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score>75%)	Cost Reasonableness 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

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 Weighted 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 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).

Jose

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No.	Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score > 75%)	Cost Reasonableness Analysis
4	Thompson Construction Group Inc.	60.80%	28.87%	89.67%	Yes	Reasonable
5	DSW Homes LLC	62.51%	27.87%	90.38%	Yes	Reasonable
6	FR-BLDM LLC	64.71%	28.79%	93.50%	Yes	Reasonable
7	OSSAM Construction, Inc.	57.82%	24.49%	82.31%	Yes	Too High
10	APTJM PR LLC	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
- DSW Homes LLC (Proposer No. 5)Level 1
- FR-BLDM LLC (Proposer No. 6)Level 1
- Rebuilders PR, LLC (Proposer No. 12)Level 1
- ANG Construction, Inc. (Proposer No. 15)Level 2
- Yates-Bird LLC (Proposer No. 16)Level 1
- Caribe Tecno, CRL (Proposer No. 24)Level 1
- Custom Homes, Inc. (Proposer No. 27)Level 2

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

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

Joe

WTK

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

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 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-Marínez, 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 0098 5806





GOVERNMENT OF PUERTO RICO
Department of Housing

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

Proposer No.	Proposer Name	Level
1	Excel Contractors, LLC	Level 1
2	SLSCO LTD	Level 1
3	Lemoine Disaster Recovery, LLC	Level 1
4	Thompson Construction Group Inc.	Level 1
5	DSW Homes LLC	Level 1
6	FR-BLDM LLC	Level 1
7	OSSAM Construction, Inc.	Level 2
8	Enviro-Tab, Inc.	Level 2
9	Pioto 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 1
17	North Construction Group Inc.	Level 2
18	CIC Construction Group SE	Level 2
19	Three O Construction SE	Level 2
20	Pillre Construction Company, Inc. ⁽¹⁾	Level 2
21	Venegas Construction, Corp.	Level 1
22	4 Contractors JV	Level 1
23	RV Engineering Group, Corp.	Level 2
24	Caribe Tecno, CRL	Level 1
25	Seasons-CL LLC	Level 2
26	WG Pillis 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	Moderno Construction Corp.	Level 1

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On May 13, 2019, the Procurement Office received a letter from Pillire 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 Administrative 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. Weighted 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-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Single-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Single-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Maximum Cost Proposal Points	n/a	30%
Total Scoring		100%
Bonus Points for Section 3 Compliance 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 failed 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 failed to comply with the Financial Requirements of the RFP for a Level 1 Construction Manager. Proposer obtained a score of 67.17% on its Financial Capacity Evaluation.

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

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	67.00 Points
Work Approach (Section 6.3)	100 Points	72.67 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	72.67 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	3 Points
Total Technical Points	290 Points	215.34 Points

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	72.66 Points
Work Approach (Section 6.3)	100 Points	65.34 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	74.00 Points

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

- Design Build, LLC (Level 2) (219.67 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	81.34 Points
Work Approach (Section 6.3)	100 Points	69.66 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	66.00 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	2.67 Points
Total Technical Points	290 Points	219.67 Points

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	79.00 Points
Work Approach (Section 6.3)	100 Points	60.34 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	75.00 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	2.00 Points
Total Technical Points	290 Points	216.34 Points

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	76.00 Points
Work Approach (Section 6.3)	100 Points	53.33 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	75.00 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	0.00 Points
Total Technical Points	290 Points	204.33 Points

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
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
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	54.66 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	3.00 Points
Total Technical Points	290 Points	183.32 Points

- Modemo Construction Corp. (Level 1) (212.32 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
Technical Requirements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	60.66 Points
Work Approach (Section 6.3)	100 Points	77.99 Points
Conceptual Design Submissions		
Conceptual Design Submissions (Section 6.4)	90 Points	69.34 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	4.33 Points
Total Technical Points	290 Points	212.32 Points

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

Table 2: Proposals Evaluation Summary

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 LLC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A

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No.	Proposer	Mandatory Requirements	Technical Points	Qualified
12	Rebuilders PR LLC	Pass	241.34	YES
13	Design Build LLC	Pass	219.67	NO
14	Aireko Construction Management Services LLC	Pass	246.33	YES
15	ANG Construction, Inc.	Pass	234.41	YES
16	Yates-BIRD LLC	Pass	243.36	YES
17	North Construction Group Inc.	Fail	N/A	N/A
18	CIC Construction Group SE	Pass	216.34	NO
19	Three O Construction SE	Pass	230.01	YES
21	Venegas Construction, Corp.	Pass	264.66	YES
22	4 Contractors JV	Pass	252.00	YES
23	RV Engineering Group, Corp.	Fail	N/A	N/A
24	Caribe Tecno, CRL	Pass	247.33	YES
25	Seasons-CL LLC	Pass	204.33	NO
26	WG Pitts Caribbean, LLC	Fail	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:

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

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

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demolition, and abatement work to be performed at participating dwellings of the R3 Program. The second was composed of lump sum pricing for design, permitting, and construction works for the construction of new single-family dwellings to replace those deemed substantially damaged by the R3 Program. For this component of the Cost Proposal, Proposers had to submit six (6) Cost Forms to cover single- and two-story 2-bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Also, the RFP established construction / hard cost caps for the Model Homes. The caps established were \$108,000 for single- and two-story 2-bedroom Replacement Homes, \$120,000 for single- and 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 Weighted Score ¹	Cost Proposal Weighted Score ^{2,3}	Total Weighted Score	Qualifies for Award (Score>75%)
1 Excel Contractors, LLC	64.29%	24.28%	88.57%	Yes
2 SLSCO LTD	58.25%	27.00%	85.25%	Yes
3 Lemoine Disaster Recovery, LLC	59.24%	25.57%	84.82%	Yes
4 Thompson Construction Group Inc.	60.80%	30.00%	90.80%	Yes
5 DSW Homes LLC	62.51%	25.24%	87.75%	Yes
6 FR-BLDM LLC	64.71%	0.00%	64.71%	No
7 OSSAM Construction, Inc.	57.82%	0.00%	57.82%	No
10 APTIM PR LLC	64.04%	22.17%	86.21%	Yes
12 Rebuilders PR LLC	62.13%	0.00%	62.13%	No
14 Alreko 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	65.15%	0.00%	65.15%	No
24 Caribe Tecno, CRL	60.00%	0.00%	60.00%	No
27 Custom Homes, Inc.	61.46%	0.00%	61.46%	No

According to the Evaluation Committee, seven (7) Proposers qualified for an award under Section 8.6 of the RFP (i.e. those with a weighted score of 75% or more) and ten (10) Proposers submitted Replacement Homes with construction / hard costs over the RFP-established caps and did not qualify. Given this fact and based on the provisions of Section 8.5 of the RFP, the Evaluation Committee recommended opening negotiations with all "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 Weighted 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 / hard costs were given a score of zero percent (0%) when scoring.

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

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

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

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

- Elimination of Buy American Act Requirements;
- Standardization of Unit Price List ;
- Standardization of overhead and 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.

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- Replacement Home specific requirements were modified to (i) eliminate the water cistem, (ii) eliminate the carport roof requirements, and (iii) eliminate the requirement for roof waterproofing (unless required to comply with a Green Building Standard).
- Soft Cost and Hard Costs definitions were modified to (i) include insurance costs as soft costs of the replacement homes, (ii) exclude from the hard costs the payment of Municipal Patents and Construction Taxes, and (iii) define "normal" utility connection conditions.
- Program Unit Price List was modified to (i) increase the overhead percentage offered to Proposers from 15% to 20%, (ii) include additional line items for Asbestos and Lead Remediation Permitting, (iii) include an additional line item for Asbestos and Lead Remediation Mobilization, and (iv) modify line item pricing to consider the provisions of Executive Order No. 2018-033 regarding the increase in minimum wage for construction workers in Puerto Rico⁴.
- Clarification on applicability of the provisions of the Davis-Bacon Act to the Program⁵.

On July 9, 2019, the Procurement Office received the BAFOs from all "Qualified Proposers". From the evaluation of the responses to the BAFOs, it was concluded that ten (10) Proposers accepted the terms and conditions of the Program Unit Price List while seven (7) conditioned the acceptance. In addition, Proposers submitted Soft Costs for Replacement Homes that were considered 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, Horne, LLP recommended an increase for hard / construction costs as shown in the following Table 4:

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

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

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

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

⁴ To consider the provisions of Executive Order No. 2018-033 the labor component of line item pricing quoted with Building Construction Costs with RS Means Data, Ed. 77 (2019) 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 (Program Unit Price List) as amended on July 2, 2019.

⁵ Generally, Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction which consists of projects involving the construction, alteration, or repair of eight or more separate, 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.

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

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

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

Replacement Home	Soft Costs ICE [A]	Hard Costs ICE [B]	Soft + Hard Cost ICE [C = A+B]	Avg Dif. in Cost [D]	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 Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score>75%)	Cost Reasonableness 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	Lemolne Disaster Recovery, LLC	59.24%	28.57%	87.81%	Yes	Reasonable
4	Thompson Construction Group Inc.	60.80%	28.87%	89.67%	Yes	Reasonable
5	DSW Homes LLC	62.51%	27.87%	90.38%	Yes	Reasonable
6	FR-BLDM LLC	64.71%	28.79%	93.50%	Yes	Reasonable
7	OSSAM Construction, Inc.	57.82%	24.49%	82.31%	Yes	Too High
10	APTIM PR LLC	64.04%	24.93%	88.98%	Yes	Too High
12	Rebuilders PR LLC	62.13%	28.84%	90.97%	Yes	Reasonable
14	Alreko Construction Management Services 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

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

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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 **SLSCO 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 **Lemoine 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 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 **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 **Yafes-Bird LLC** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **Caribe Tecno, CRL** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$15,000,000 and a 3-year term for Construction Manager Services to **Custom Homes, Inc.** for both repair and replacement home construction work, a Level 2 Construction Manager qualified to perform work in the Municipalities of Caguas, Canóvanas, Gurabo, Río Grande, and Vega Alta.

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

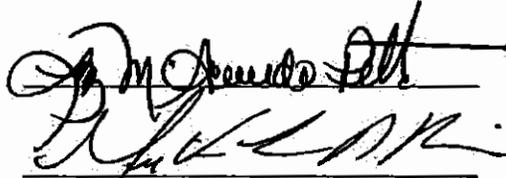
File

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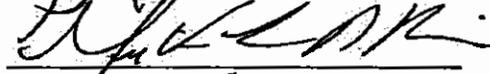
The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those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

Signed by:

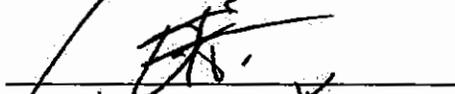
Luz M. Acevedo Pellot, P.E.
Chairman



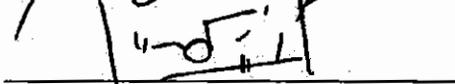
Ms. Niurka E. Rivera Rivera



Mr. Omar Figueroa Vázquez, Esq.



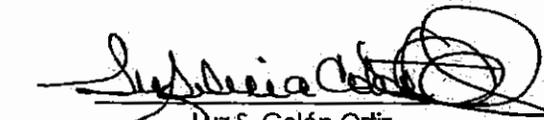
Mr. Joel Ayala Martínez, Esq.



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.



Luz S. Colón Ortiz
Alternate Secretary, Bid Board





EXHIBIT II
LIST OF PROPOSERS

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

No.	Proposer Name	Address	Telephone
1	Excel Contractors, LLC	Brad Roberts Vice President Excel Contractors, LLC 8641 United Plaza Blvd Baton Rouge, LA 70809 broberts@excelusa.com	225.715.4344
2	SLSO LTD	William Sullivan Principal SLSO LTD PO Box 131486 Houston, TX 77219 wsullivan@sisco.com	(713) 880-8411
3	Lemoine Disaster Recover, LLC	William T. Rachal Vice President Lemoine Disaster Recovery, LLC 214 Jefferson Street Suite 200 Lafayette, LA 70501 wil.rachal@lemoinecompany.com	337-896-7720
4	Thompson Construction Group Inc.	Christopher C. Hutto CFO Thompson Construction Group Inc. 100 Nort Main Street Sumter, SC 29150 chutto@thompsonind.com	803-773-8005
5	DSW Homes LLC	James Shumer CEO DSW Homes LLC 502 20th Street Galverston, TX 77550 jim.schumer@dswhomes.com	770-519-2357
6	FR-BLDM LLC	Angel A. Fullana-Olivencia President FR-BLDM LLC PO Box 9932 San Juan, PR 00908-9932 info@frca.net	787-753-7010
7	OSSAM Construction, Inc.	Francisco J. Massó Vice President OSSAM Construction, Inc. 502 Roosevelt St. Urb. La Cumbre San Juan, PR 00926 info@ossam.net	787-272-6404



8	Enviro-Tab, Inc.	José D. Rivera Fuentes President Enviro-Tab, Inc. HC-72 BOX 3766 PMB 316 Naranjito, PR 00719-9788 info@envirotabpr.com	787-869-7868
9	Piloto Construction LLC	José J. Rincón San Miguel President Piloto Construction, LLC 1357 Ashford Ave. PMB 179 San Juan, PR 00907 jrincon@cornerstoneindustrialpr.com	787-412-0900
10	APTIM PR LLC	Domingo Camarano President APTIM PR LLC 27 Calle González Giusti Suite 302 Guaynabo, PR 00968 domingo.camarano@aptim.com	949-413-8830
11	Desarrollos 3V, Inc.	Juan H. Vázquez President Desarrollos Tres V, Inc. PO Box 6689 Caguas, PR 00726 desarrollos3v@hotmail.com	787-258-1758
12	Rebuilders PR LLC	Carlos Aldarondo Project Manager Rebuilders PR, LLC PO Box 193484 San Juan, PR 00919 carlos@rebuilderspr.com	787-407-7051
13	Design Build LLC	José L. Ortiz Serrano Managing Member Design Build LLC PO Box 2500 PMB 471 Toa Baja, PR 00951-2500 jortiz@dbllc.net	787-795-2840
14	Aireko Construction Management Services LLC	Luis Uzcategui Partner & Member Aireko Construction Management Services LLC PO Box 2128 San Juan, PR 00922 luzcategui@aireko.com	787-653-6300
15	ANG Construction, Inc.	Bienvenido Negron President ANG Construction Inc. HC 02 Box 14212 Gurabo, PR 00778 b.negron@bns-eng.com	(787) 745-4848
16	Yates-Bird LLC	Eduardo Pardo	787-479-2005

Jose

WTR

		Manager Yafes-Bird LLC PO Box 367249 San Juan, PR 00936-7249 epardo@birdgroupllc.com	
17	North Construction Group Inc.	Jaime R. Rodríguez President North Constructors Group, Inc. PMB 135 405 Esmeralda Avenue Ste 2 Guaynabo, PR 00969-4457 jrodriguez@ncgpr.com	787-708-0152
18	CIC Construction Group SE	Gustavo A. Hermida President CIC Construction Group, S.E. Carr. PR-1 Km 23.0 Barrio Rio Guaynabo, PR 00971 ghermida@cic-pr.com	787-287-3540
19	Three O Construction SE	Manuel A. Ortiz-Nieves Managing Partner Three O. Construction SE HC 75 Box 1040 Naranjito, PR 00719-9701 info@threeo.com	787-869-2710
20	Pitirre Construction Company, Inc.	Dennis González Sánchez President Pitirre Construction Company, Inc. 606 Ave. Escorial Urb. Caparra Hights San Juan, PR 00920 gonzalez.dennis@gmail.com	787-749-2500
21	Venegas Construction, Corp.	Emilio R. Venegas Vice President Venegas Construction, Corp. 472 Ave. Tito Castro Suite 201 Ponce, PR 00716 erv@vccpr.com	787-848-4848
22	4 Contractors JV	Humberto Reynolds Principal 4 Contractors JV PO Box 2319 Toa Baja, PR 00949 hreynolds@4civ.com	787-794-0927
23	RV Engineering Group, Corp.	Luis R. Ramos President RV Engineering Group, Corp. Calle Goyco #61 Caguas, PR 00725 luis@rveng.com	787-286-1432
24	Caribe Tecno, CRL	José D. Pérez President Caribe Tecno, CRL	787-504-7364

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

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A large signature, possibly "Bijoy", is written in the bottom right area.
A smaller signature, possibly "WPM", is written below it.

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

Exhibit A-2

Qualifications and Work Approach Proposal Checklist

Due On Or Before January 22, 2019 at 3:00pm

Lemoine
DISASTER RECOVERY

214 JEFFERSON STREET, SUITE 200, LAFAYETTE, LA

337.896.7720 PHONE | 337.896.9825 FAX

LEMOINEDISASTERRECOVERY.COM

Contact: William T. Rachal, Vice President

willrachal@lemoinecompany.com

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

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

Proposer Entity Name: Lemoine Disaster Recovery, L.L.C.

Proposer is submitting o Proposal and wishes to be qualified as:

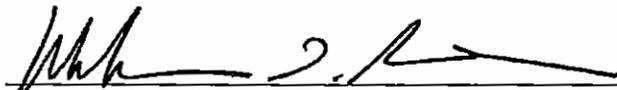
Level 1 Construction Manager **Level 2 Construction Manager**

Tab	Initials	Document Description
	WTK	Company Cover Page
	WTK	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	WTK	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	WTK	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	WTK	Exhibit C: Statement of Qualifications
3	WTK	Profile: Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Proposer responding to this RFP is composed of various entities (e.g. a Joint Venture), profiles for all entities shall be submitted. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
4	WTK	Organizational Chart: The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.

WTK

WTK

Tab	Initials	Document Description
5	WTR	Key Staff Résumé and Professional Information <ul style="list-style-type: none"> ▪ Senior Project Manager ▪ Design Lead ▪ Permitting Lead ▪ Procurement Lead ▪ Construction Lead ▪ Occupational Safety Lead ▪ Quality Control Lead
6	WTR	Work Approach
7	WTR	Conceptual Design Submission (Single-Story 3-Bedroom Model Home) <ul style="list-style-type: none"> ▪ Drawings ▪ Renderings ▪ Design Narrative
8	WTR	Conceptual Design Submission (Two-Story 3-Bedroom Model Home) <ul style="list-style-type: none"> ▪ Drawings ▪ Renderings ▪ Design Narrative
9	WTR	Plan for Compliance with Section 3 Requirements <i>(Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)</i>


 Proposer's Authorized Representative's Signature

12/20/18
 Date

William T. Rachal
 Proposer's Authorized Representative Printed Name

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Proposer's Initials: WML

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
Leonard K. "Lenny" Lemoine	337.988.6761	lenny.lemoine@lemoin ecompany.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gregory E. Landry	225.383.3710	greg.landry@lemoinec ompany.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vincent "Van" Champagne, II	337.393.2367	van.champagne@lem oinecompany.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
William M. Lemoine	504.309.2424	william.lemoine@lemoi necompany.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
R. Mike Rice	225.383.3710	mike.rice@lemoinecom pany.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seth Lemoine	337.456.1270	seth.lemoine@lemoine company.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Experience, Past Performance, and Record of Integrity:

2.1. Brief History of the Firm: Attach to this Statement of Qualifications the Proposer or any of its Team Members company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. See Tab 3

2.2. Organizational Chart: Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4

2.3. Has the Proposer or any of its Team Members been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

No Yes (See Attachment 1 in Tab 10)

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

WML

Proposer's Initials: WTK

3. Construction Manager Level Applied For:

- Level 1 Construction Manager Level 2 Construction Manager

3.1. If Level 2 Construction Manager, indicate if repair works are to be provided:

- Yes No

3.2. If Level 2 Construction Manager, select the adjacent municipalities where work is to be performed (select up to five (5) municipalities):

- | | | |
|---------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Adjuntas | <input type="checkbox"/> Fajardo | <input type="checkbox"/> Naguabo |
| <input type="checkbox"/> Aguada | <input type="checkbox"/> Florida | <input type="checkbox"/> Naranjito |
| <input type="checkbox"/> Aguadilla | <input type="checkbox"/> Guánica | <input type="checkbox"/> Orocovis |
| <input type="checkbox"/> Aguas Buenas | <input type="checkbox"/> Guayama | <input type="checkbox"/> Patillas |
| <input type="checkbox"/> Aibonito | <input type="checkbox"/> Guayanilla | <input type="checkbox"/> Peñuelas |
| <input type="checkbox"/> Añasco | <input type="checkbox"/> Guaynabo | <input type="checkbox"/> Ponce |
| <input type="checkbox"/> Arecibo | <input type="checkbox"/> Gurabo | <input type="checkbox"/> Quebradillas |
| <input type="checkbox"/> Arroyo | <input type="checkbox"/> Hatillo | <input type="checkbox"/> Rincón |
| <input type="checkbox"/> Barceloneta | <input type="checkbox"/> Hormigueros | <input type="checkbox"/> Río Grande |
| <input type="checkbox"/> Barranquitas | <input type="checkbox"/> Humacao | <input type="checkbox"/> Sabana Grande |
| <input type="checkbox"/> Bayamón | <input type="checkbox"/> Isabela | <input type="checkbox"/> Salinas |
| <input type="checkbox"/> Cabo Rojo | <input type="checkbox"/> Jayuya | <input type="checkbox"/> San Germán |
| <input type="checkbox"/> Caguas | <input type="checkbox"/> Juana Díaz | <input type="checkbox"/> San Juan |
| <input type="checkbox"/> Camuy | <input type="checkbox"/> Juncos | <input type="checkbox"/> San Lorenzo |
| <input type="checkbox"/> Canóvanas | <input type="checkbox"/> Lajas | <input type="checkbox"/> San Sebastián |
| <input type="checkbox"/> Carolina | <input type="checkbox"/> Lares | <input type="checkbox"/> Santa Isabel |
| <input type="checkbox"/> Cataño | <input type="checkbox"/> Las Marías | <input type="checkbox"/> Toa Alta |
| <input type="checkbox"/> Cayey | <input type="checkbox"/> Las Piedras | <input type="checkbox"/> Toa Baja |
| <input type="checkbox"/> Ceiba | <input type="checkbox"/> Loíza | <input type="checkbox"/> Trujillo Alto |
| <input type="checkbox"/> Ciales | <input type="checkbox"/> Luquillo | <input type="checkbox"/> Utuado |
| <input type="checkbox"/> Cidra | <input type="checkbox"/> Manatí | <input type="checkbox"/> Vega Alta |
| <input type="checkbox"/> Coamo | <input type="checkbox"/> Maricao | <input type="checkbox"/> Vega Baja |
| <input type="checkbox"/> Comerío | <input type="checkbox"/> Maunabo | <input type="checkbox"/> Vieques |
| <input type="checkbox"/> Corozal | <input type="checkbox"/> Mayagüez | <input type="checkbox"/> Villalba |
| <input type="checkbox"/> Culebra | <input type="checkbox"/> Moca | <input type="checkbox"/> Yabucoa |
| <input type="checkbox"/> Dorado | <input type="checkbox"/> Morovis | <input type="checkbox"/> Yauco |

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

ID	Client Name	Project Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Lafayette Airport Commission	18-790 Lafayette Airport Terminal	180,000.00	38	In Progress	12/31/2021	New Terminal & Supporting Infrastructure of Lafayette Regional Airport 114,500 SF	Steven L. Picou	337.266.44.01
		*All Project Information is as of Q3 2018							
2	Children's Hospital of New Orleans	16-745 Children's Hospital New Orleans Expansion and Renovation	115,255,012.00	41	In Progress	6/15/2020	New Infill Tower, Expansion of existing Central Utility Plant, 400-Vehicle Parking Garage 230,000 SF	Scott Landry	504.702.2001
3	Brasfield & Gorrie	16-746 OLOL Children's Misc Sitework	1,339,127.00	29	In Progress	5/1/2019	Miscellaneous Sitework including erosion control, security fencing, laydown, fine grading, storm drainage and sanitary sewer tie-ins	Alexander Schmid	615.454.0617
4	St. John the Baptist Parish	17-760 Reserve WWTP	8,062,329.00	18	In Progress	12/4/2018	Oxidation pond upgrade into 4-Cell aerated lagoon with equalization basin	Blake Fogleman	985.652.9569
5	City of Patterson	17-761 1.5 MGD WTP Patterson	4,751,938.32	20	In Progress	1/31/2019	New 1.5 MGD WTP	Sharon Gillum	985.395.5205
6	Ochsner Clinic Foundation	17-769 Ochsner Health Center Baton Rouge	77,590,866.50	16	In Progress	12/31/2018	New Medical Office Building and Ancillary Surgical Center 232,060	Jay Brisch	504.585.6000
7	City of Slidell	17-770 City Barn Phase I	1,927,366.33	11	In Progress	9/17/2018	Demolition, reconfiguration, and expansion of the existing mechanical bar screen cleaner structure and equipment	Blaine Clancy	985.646.4270
8	Wisznia Architecture & Development	17-774 Stephens Garage	24,175,769.51	15	In Progress	5/8/2019	Renovation of existing 70-year-old parking garage into apartments, condo, and retail space 88,604 SF	Dan Welner	504.581.1948
9	Rise Tigers, LLC	17-775 LSU Cedar Hall	33,206,513.00	15	In Progress	6/25/2019	403-Bed Residence Hall; Band Parking Lot 120,326 SF; 66,632 SF	Paul Morgan	229.219.8147
10	Graywood Retirement Residence, LLC	17-776 Verandah Addition @ Graywood	9,343,899.40	11	In Progress	12/16/2018	51-Unit, 2-story addition to existing senior living facility 40,479 SF	Luis Serrano	310.666.9435

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4. Ongoing Contracts/Projects, continued ...

Proposer's Initials: *WTK*

*All Project Information as of Q3 2018

ID	Client Name	Project Description	Contract Amount	Project Duration	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
11	Lafayette Parish School Board	17-779 Comeau High Performing Arts	6,601,565.17	8	In Progress	11/30/2018	Performing Arts Academy & Blackbox Theatre 21,650 SF	Kyle Bordejon	337.521.7000
12	WC 6A, LLC	18-780 Building 6A	14,625,301.00	12	In Progress	6/6/2019	4-Story CIP Office Building 95,642 SF	Joey Lamberl	225.924.7206
13	Ochsner Clinic Foundation	18-782 OCHBR Central Energy Plant	11,875,123.00	7	In Progress	10/1/2018	Central Energy Plant at Ochsner Baton Rouge	Jay Brisch	504.585.6000
14	Town of Pearl River	18-783 WWTP Upgrade - Pearl River	2,353,599.00	11	In Progress	3/28/2019	Aeration basin, two static screens, sludge pumps, misc piping to existing process system 365,000 gallons	David McQueen	985.863.5800
15	Lafayette Consolidated Government	18-789 Coulée Ile Des Canne	4,236,859.00	13	In Progress	8/19/2019	28 acres of clearing and grubbing; 3 phases; drainage improvements	Mark Lavergne	337.291.8500
16	Rise Development, LLC	18-791 UL Housing - Phase II	39,522,652.00	14	In Progress	7/31/2019	Student housing, clubhouse, and retail ; 213 units; 589 beds 281,906 SF	Paul Morgan	229.219.8147
17	Lafayette Airport Commission	18-794 Terminal Enabling Demo	1,598,016.06	5	In Progress	1/1/2019	Enabling demolition for new Lafayette Regional Airport terminal project	Steven Picou	337.266.4401
18	LCMC	18-796 West Jefferson Medical Center	9,853,455.00	66	In Progress	10/20/2023	Medical Center Master Plan (additional phases forthcoming) 281,990 SF	Scott Landry	504.702.2001
19	Our Savior's Church	18-797 Our Savior's Church - Opelousas	12,311,998.00	12	In Progress	7/22/2019	Sanctuary and youth ministry facility; asphalt pavement/ parking 43,304 SF	Pastor Don Norman	337.839.8889
20	Children's Hospital of New Orleans	18-798 Children's Hospital of New Orleans - Behavioral Health	4,665,835.11	12	In Progress	8/1/2019	50-bed behavioral health unit	Scott Landry	504.702.2001
21	Settler's Trace, LLC	18-799 Settler's Trace Phase II	1,322,181.00	5	In Progress	2/16/2019	Shell retail / office space 9,650 SF	Will Mills	337.232.1438
22	Tiger Athletic Foundation	18-800 LSU North End Zone Repairs	774,635.00	2	In Progress	8/2/2020	Replacing existing expansion joint sealants and floor drains; new traffic coating	Emmett David	225.578.5986
23	West Jefferson Holdings, LLC	18-801 West Jefferson Hospital Elevator Room	118,741.00	2	In Progress	10/8/2018	Single story, pile supported, CMU elevator equipment building 128 SF	Scott Landry	504.702.2001
24	Shell Chemical Company	18-803 Shell Gelsmer Wellness Center	7,634,480.00	10	In Progress	9/2/2019	Renovation to existing pre-engineered metal building 20,000 SF	Craig Schultz	225.201.6765
25	Thrive Foundation	18-804 Thrive School Phase II	9,013,734.00	10	In Progress	8/5/2019	2-Story classroom and instructional building; gymnasium facilities 43,335 SF	Sarah Broome	225.239.7820
26	City of Lake Charles	18-805 Lake Charles WWTP Demo	1,246,900.00	3	In Progress	4/14/2018	Demolition of building and equipment; installation of new gravity belt thickener at existing wastewater treatment plant	Kevin Helse	337.491.1224
27	Ernest P. Breaux Electrical	18-806 COOP Energy Natchez	150,849.00	1	In Progress	11/2/2018	Site preparation for electrical substation	Richie Byrom	337.369.4247
28	Rise Tigers, LLC	18-807 LSU Foundation II	0.00	1	In Progress	11/2/2018	Interior buildout office at Nicholson Gateway 1,500 SF	Paul Morgan	404.207.8115

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4. Ongoing Contracts/Projects, continued ...

Proposer's Initials: *WTR*

*All Project Information as of Q3 2018

ID	Client Name	Project Description	Contract Amount	Project Duration	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
29	Room to Spare, LLC	18-808 Byron Energy	0.00	3	In Progress	1/30/2019	First floor tenant improvement 5,700 SF	Mark Landry	201.207.8115
30	Cecilia Water Corporation	18-809 Cecilia WTP No. 2	4,441,320.00	13	In Progress	8/2/2020	Earthwork, retention pond, excavation, misc. site work	Bruce Guldry	337.667.6358
31	Penn National Gaming, Inc.	18-810 L'Auberge Gaming Terrace	0.00	3	In Progress	3/13/2019	Conversion of existing floor into terrace 4,288 SF	Ryan Worrell	504.364.8773

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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	Andrew Sexton	Bachelor of Science, Construction Management, Louisiana State University	16	(See résumé in Tab 5)
Design Lead	Luis Gutierrez	Master of Architecture, University of Puerto Rico Bachelor of Art in Environment Design, University of Puerto Rico	45	(See résumé in Tab 5)
Permitting Lead	Edmundo Colon Arizmendi, PE	Bachelor of Science in Civil Engineering, U.P.R. - Mayaguez Campus	44	(See résumé in Tab 5)
Procurement Lead	Mark Broussard	Bachelor of Science, Business Administration, University of Louisiana at Lafayette	26	(See résumé in Tab 5)
Construction Lead	Manuel I. Zequeira, PE	Bachelor of Science in Civil Engineering, University of Miami	15	(See résumé in Tab 5)
Occupational Safety Lead	Gregory E. Landry	Bachelor of Science, Building Construction, University of Louisiana at Monroe	34	(See résumé in Tab 5)
Quality Control Lead	Leon F. Foster, PMP, LEED AP or Puerto Rico Person	Doctor of Philosophy Candidate, Civil Engineering, University of Kansas Master of Science, Architectural Engineering with Emphasis in Construction Management, University of Kansas Bachelor of Science, Civil Engineering Technology, Rochester Institute of Technology	20	(See résumé in Tab 5)

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Proposer's Initials: WTK

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
Carolyn Martin President, Commerical Properties Realty Trust	cmartin@cprr.com	225.924.7206	Client of Luis Gutierrez Architect
Zoe Lopex Freyre, PE Director of Development Empresas Fonalledas, Inc.	zlopez@efonalledas.com	787.474.7474	Client of Luis Gutierrez Architect
Anibal Monge Guerrero, PE Project Manager Brito Development Group	amonge@britodev.com	787.790.5080	Client of CMA Architects & Engineers
Ramon Fuentes President Prime Homes LLC	rmfuentes@gmail.com	787.765.4811	Client of CMA Architects & Engineers
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
James Waskom Governor's Office of Homeland Security & Disaster Preparedness, State of Louisiana	James.Waskom@la.gov	225.925.7334	Past Client
Anthony Vargas Texas General Land Office, State of Texas	Anthony.Vargas@glo.texas.gov	512.463.5001	Past Client
James Gentile Galveston, Texas	Jomes.Gentile@co.galveston.tx.us	409.765.2617	Post Client
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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Proposer's Initials: WTR

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	12.03.2018	6	12.14.2018
3	12.06.2018	7	12.21.2018
4	12.07.2018	8	01.04.2019
		9	01.11.19

8. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 17 day of JAN, 2019.

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

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Proposer's Initials: WTR

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

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a partnership or joint venture:

Lemoine Disaster Recovery, L.L.C.

(Printed Name of Partnership or Joint Venture)

By: WTR WTR

(Signature of General Partner)

William T. Rachal

(Printed Name of General Partner)

214 Jefferson Street

(Address Line 1)

Suite 200

(Address Line 2)

Lafayette LA 70501

(City) (State) (Zip Code)

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Proposer's Initials: WTR

If Entity is a corporation:

(Printed Name of Corporation)

(Corporate Address Line 1)

(Corporate Address Line 2)

(City) (State) (Zip Code)

By: _____
(Signature of Officer)

(Printed Name of Officer)

(Title of Officer)

Attest: _____
(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation)

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Tab 3, Exhibit A-2 Profile

CONSTRUCTION:

LEMOINE DISASTER RECOVERY

Lemoine Disaster Recovery, L.L.C. (LDR), subsidiary to The Lemoine Company, L.L.C., was recently established in response to our commitment and drive to serve the immediate needs of residents, families and businesses in times of disaster. While Lemoine Disaster Recovery is the Prime Proposer in this Qualifications process, we are uniquely positioned to draw on the resources, capital and experience of our parent Company.

The Lemoine Company (Lemoine) has steadily grown from a small construction company, to one of the most respected, full-service general contracting and construction management firms in the United States. The Lemoine

Company was reorganized into its current L.L.C. designation in 2000 and is authorized to do business in Louisiana, Texas, Mississippi, Florida, North Carolina, South Carolina, Tennessee and Alabama.

We are a designated Associated Builders and Contractors (ABC) Accredited Quality Contractor for our commitments to safety, training, employee benefits and community relations. We are also the recipient of multiple ABC Awards of Excellence in Construction for both our region and nationally. Lemoine is consistently ranked in Engineering News-Record's



(ENR) "Top Contractors" List, current standing at No. 272 nationally, and was also recently recognized by ENR with the prestigious Excellence in Safety Award of Merit.

Resources

With 200+ employees in five office locations, Houston, TX, Lafayette, LA (Corporate Headquarters), Baton Rouge, LA, Broussard, LA and New Orleans, LA; our team has been built to ensure vast

Lemoine's Experience at a Glance

			
over \$260M in Rehabilitation Projects	Nearly \$1Billion Publicly Funded Projects	\$380+ M Multi-Family & Housing Projects	\$100+ M FEMA, HUD, CDBG Funded Projects

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experience through all phases of construction.

Financial Stability

Lemoine is a debt-free, privately held, US company. We are not encumbered by shareholder expectations or outside influences and ownership is free to make decisions most favorable to our clients and the successful outcome of their projects. McGriff, Seibels and Williams of Texas, Inc. will extend and/or support Suretyship to The Lemoine Company, L.L.C. on single contracts up to \$150,000,000 and contracts aggregating in excess of \$300,000,000. (A letter from our surety is included in Exhibit A-1 Mandatory Requirements Proposal Checklist, Tab 5, Exhibit P, Bid Bond within this submittal package.)

Financial Resources

With access to working capital in excess of \$40M, a bonding capacity in excess of \$300M, and the ability to

utilize our line of credit of \$1M, Lemoine Disaster Recovery has more than adequate financial stability to perform, complete, and provide all required warranties.

Company Profile

See "Key Information" table below for summary of our company profile.

Staffing Profile

Our key staffing profile consists of all levels of personnel ready to deploy in response to the need for Residential Construction Repairs for Disaster Recovery.

Our Team includes executive and managerial level ready to support our construction professionals and any resources they need to properly service the the Government of Puerto Rico. Detailed information regarding our proposed key staff can be found within this proposal submission in Exhibit A-2, Tab 5 Key Staff Resumes and Professional Information.

Experience

As a leader in the construction industry, Lemoine has completed numerous large scale projects in our region in our 40 year history. In the last 20 years alone, we have provided construction services to over 50 projects for public agencies, nearly a quarter of which had recovery work sourced with funding from either FEMA, CDBG, or HUD funds. Our team recognizes the urgency in providing recovery, but we also understand the diligence, control, and protocols needed to properly execute the work with public funding. We have included a listing of our similar project experience at the end of this section.

Lemoine's experience with FEMA and CDBG-DR disaster funds is also included in the experience chart. Lemoine's experience with the GOHSEP Shelter at Home Program and Texas GLO's Residential Construction Repair Services for Disaster Recovery demonstrate our ability to complete residential rehabilitation within the program's allotted timeline. The rehabilitation of residences in those projects are very similar in scope and complexity to the damaged residences in Puerto Rico. Our experience in publicly funded relief projects can also be seen in our experience chart within this section.

Residential Repair and Construction

Lemoine successfully completed over 1,100 home

Key Information

Name of Proposer & Ownership Structure	Lemoine Disaster Recovery, L.L.C., Wholly Owned Subsidiary of The Lemoine Company, L.L.C.
Year Founded & State of Organization	The Lemoine Company, L.L.C. founded 1975 Founded in the State of Louisiana
HQ Location Address Supporting Offices	214 Jefferson Street, Ste. 200, Lafayette, LA 70501 (HQ) 15555 Airline Highway, Baton Rouge, LA 70817 300 Lafayette Street, Suite 100, New Orleans, LA 70130 12607 North Featherwood Drive, Houston TX 77034
Number of Employees	230 Company Total; Employees may be assigned from any Lemoine office
Point of Contact	William T. Rachal, Vice President, Program Manager; 214 Jefferson Street, Ste. 200, Lafayette, LA 70501 will.rachal@lemoinedisasterrecovery.com 337.456.1395 (office) 337.258.9583 (mobile)

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rehabilitations over an approximate 4-month period during the Shelter at Home Program. This effort provided Disaster Services to those in need, totaling in excess of \$10 million, and bringing our average completion time of each rehab unit to 9 days. Furthermore, LDR's work stemming from Texas GLO's Residential Construction Repair Services for Disaster Recovery provided rehabilitation services to those in the aftermath of Hurricane Harvey, totaling in excess of \$17 million, with an average completion time of each rehab unit in 9.2 days.

Demolition and Abatement Experience

Lemoine Disaster Recovery has extensive experience with lead-based paint, environmental mitigation, and asbestos removal processes both in residential and commercial applications. Burton Hall Dormitory at McNeese State University was a residential FEMA funded state-run project containing these scopes of work.

JAMES W. TURNER CONSTRUCTION, LTD.

James W. Turner Construction, LTD. (JWTC), our team's construction subcontractor, has an extensive resume of residential repair, rehabilitation, elevation, reconstruction, and maintenance activities for structures in both a pre- and post-disaster environment. JWTC's experience includes

various types of disaster recovery programs, including immediate response after storms for sheltering-in-place emergency repairs; temporary repairs to protect properties from additional damage; initial interior demolition and cleanup of flood damage; both minor and major (including demolition, removal, and reconstruction) repairs; elevation of flood-prone structures; and storm hardening to prevent damage from future storm events. Furthermore, JWTC has extensive experience with residential repair and rehabilitation. Their volume of work covers 850 miles of Texas Gulf Coast, Louisiana, the East Coast, and Puerto Rico.

JWTC's experience in HUD CDBG and FEMA programs is substantial, with particular expertise in CDBG Disaster Recovery programs for over 30 years. Their CDBG Disaster Recovery experience extends to major projects from the Northridge California earthquake to Hurricanes Harvey, Katrina, Dolly, Rita, Ike, Superstorm Sandy, the Bastrop Texas Wildfires, Louisiana Floods, other FEMA funded hurricane and flood recovery programs, and HUD CDBG-DR Rehabilitation and Reconstruction for local Public Housing Authorities.

DESIGN:

LUIS GUTIERREZ ARCHITECT + ECO ARCHITECTS

Luis Gutierrez Architect, located in San Juan, was founded in 1986 after years of professional experience with mayor A/E firms in Puerto Rico. Our background of organization was developing by the previous work in big offices. (Please refer to resumes within Exhibit A-2, Tab 5, Key Staff Resumes within this submittal for details.)

Our full service architectural, preservation and interior design and space planning experience provided with the tool to work in a close net environment with big form organizational methods.

During the last 40 years our strongest asset has been to be able to work with large and big stateside architectural offices like Building Conservation Associates, HOK, REEDS , RTKL , JP2 and US and multinational clients like Adidas, Deloitte, Macys, Toyota, Gap, Commercial Properties LLC (Baton Rouge), Banana Republic, Starbucks International, etc.

Another asset of our company is the ability to work in teams regardless of the size of job and responsibility assign. This has provided a steady flow of work during all this years.

As part of the 10 year economic



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depression Puerto Rico and Hurricane Maria devastation our commitment to our clients and work continues. We have developed a continuous cooperation with our network of professionals in other fields either in partnership or direct contracting from Puerto Rico or the States to provide our clients with the quality of service they deserve and required in a timely manner.

Our experience includes a wide variety of project types for many different clients. As designers we are problem solvers. We approach each project as a new challenge.

Our strengths are our people and the creativity they bring to each project. Our firm creates a stimulating environment that provides opportunities for diverse experiences and personal growth. The firm has a team-based approach to client, site, context, and community, which is both personal and professional at every stage of design.

Statement of Vision

Increasing costs in the construction industry and the limitation of resources in the private sector require that architects face the challenge of providing design and consulting services that match the needs and budgets of clients without sacrificing quality. Our firm emphasizes design that is both simple and practical and that promotes the use of durable materials and fast installation systems. Luis Gutiérrez Architects maintains a commitment to excellence and service

hand in hand with the latest technological trends of the industry.

Statement of Mission

Our mission is to plan and design buildings that promote productivity, good design as the physical expression of sound ideas, imagination, and creativity. We also strive to create environments that respond to the functional purposes of our clients. We seek to serve, advance the state of the art, to contribute to the built environment and to the quality of life of people, and, to build long term relationships based on client confidence and trust in our performance.

Statement of Values

Our philosophy consists of comprehensive service, a single point of responsibility, and service that is both efficient and effective. Conceptually, we believe that we should be protagonists as well as team leaders, with a commitment to providing the highest level of professional service. We consider it essential to provide appropriate solutions that incorporate innovative design and contextual responsiveness within an economic reality for our clients. We pride ourselves on our ability to listen and meet our clients' needs and design objectives.

ENGINEERING:

2M

ASSOCIATES

2M Associates is a full-service professional



engineering services company, willing and able to provide effective construction engineering and inspection to a variety of development or project types. The firm has successfully worked on over \$2B worth of projects.

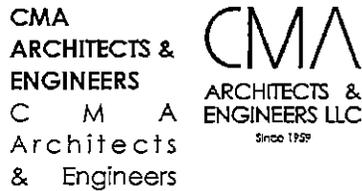
2M is able to certify compliance to applicable specifications and codes utilizing sound engineering and inspection practices. The expectation for all 2M Associates inspectors and engineers is professionalism and commitment to excellence.

They ensure that the contractors' methods and procedures meet the client's requirements and quality management system during various phases and timeline of their projects.

The 2M team is dedicated to listening to our clients, and understanding their needs, in order to devise creative, cost effective, and timely solutions.

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SUBCONTRACTOR:



will serve as a subcontractor to the Lemoine Disaster Recovery team by providing beneficial expertise and support in Design, Permits, Site and infrastructure work, and Infrastructure offsite work.

For over 55 years of continuous consulting practice, CMA Architects & Engineers has provided design and constructing management services to all sectors of the residential market in Puerto Rico.

From designing single family homes to high-rise multifamily buildings, CMA has been supporting the industry with

quality solutions for the ever changing residential needs of today's society.

Through the years, CMA Architects & Engineers has developed many residential projects that meet current code requirements and global tendencies, resulting in a well rounded project that enhances the end user residential standards. CMA's staff encompasses over 90 professionals in the fields of architecture, planning, civil, transportation, water resources, environmental and electrical engineering, as well as cost estimating and construction management. Specialty certifications such U.S. Green Building Council LEED and vast knowledge in federal housing regulations, makes the CMA team a valuable asset to any housing project.

Lemoine's Key Experience

PROJECT	VALUE	NUMBER OF STATE/FED FUNDED	HOUSING PROJECTS	NUMBER OF UNITS/SEDS	REQUEST WORK
A.W. Mumford Stadium Southern University	\$17,500,000				
Acadiana Center for Arts	\$12,000,000				
ADAL Corrosion Control Facility / Kelly Air Force Base	\$8,090,000				✗
Armed Forces Reserve Center and Field Maintenance Shop	\$47,000,000				
Beauregard Hall Renovation	\$10,000,000				
Bedminster Cobb Corp Fire Damage	\$7,000,000				
Calcasieu Parish Law Enforcement District Correctional Facility	\$12,673,000				
City Barn Drainage Improvements - Phase II	\$1,924,000				✗
Cobb County Co-Composting Facility	\$900,000				
Department of Justice Building - Louisiana Capitol Park	\$16,000,000				
DOJ Crime Lab	\$52,000				
East Port Authority Mobile Homes and Travel Trailer Park (FEMA)	\$11,000,000			500 Units	✗
Emergency Water Filter System Replacement, Louisiana State Penitentiary	\$1,196,036				
F-16 Support Facilities - Naval Air Station	\$7,531,416				✗
Field Maintenance Shop #13	\$11,815,832				
Gardenview Assisted Living Projects	\$8,000,000			56 Units	✗
GOHSEP Shelter at Home Program	\$10,000,000			1,100 Homes	✗
Governors Mansion Renovations	\$600,000				✗
Gulf State Park Interpretive Center	\$4,475,000				
Gustave Repairs - State Building	\$273,425				✗
Improvements @ Harvey WWTP	\$6,252,000				✗
LaSalle Building Cafeteria Renovations	\$940,000				

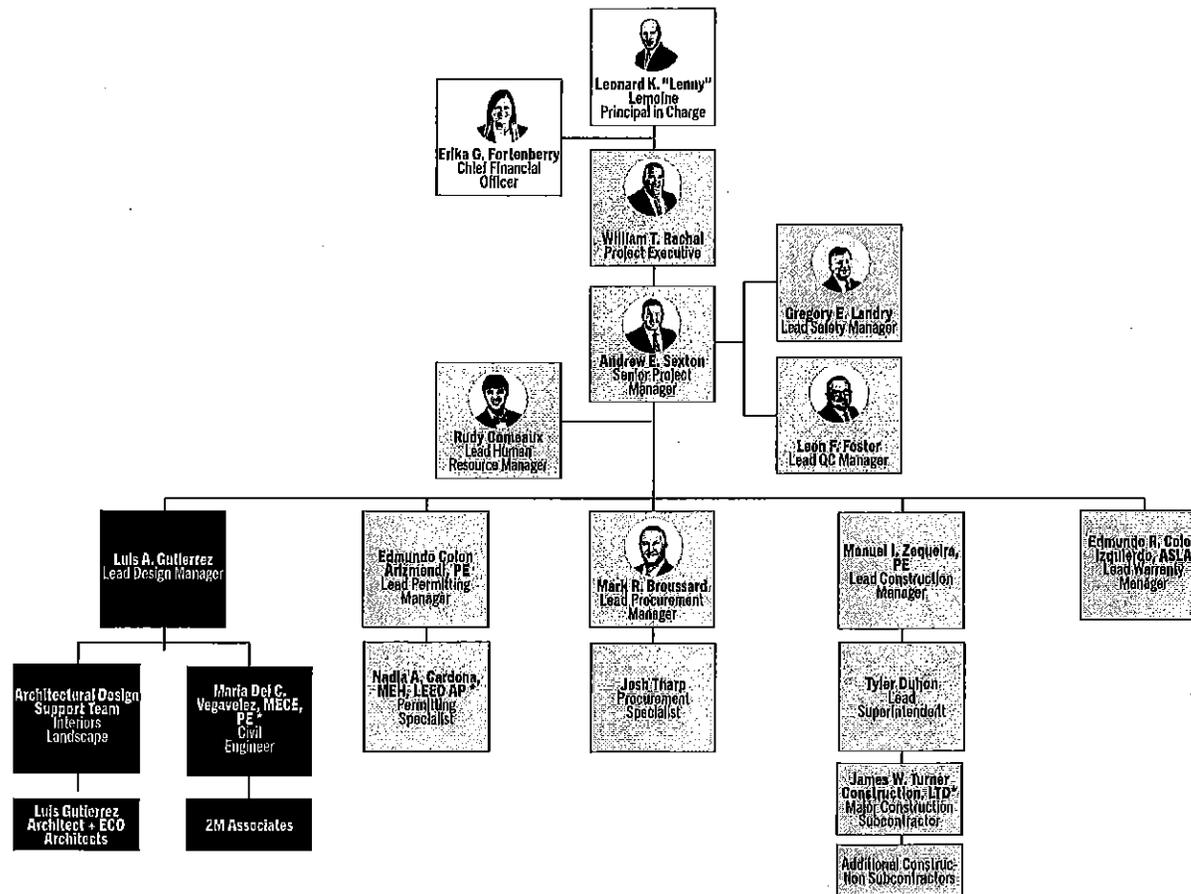
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PROJECT	VALUE	INDICATOR OF STATE PUBLIC BENEFIT	HOUSING UNITS/BEDS	NUMBER OF UNITS/BEDS	RECOVERY WORK
Louisiana Capitol Complex - Office Building West	\$33,000,000				X
Louisiana Juvenile Rehab - Lasalle Parish	\$100,000,000				
Louisiana State Capitol Park, Galvez Parking Garage	\$15,000,000				X
LSU Business Education Complex	\$41,000,000				
LSU Patrick Taylor Hall	\$92,000,000				
LSU Student Housing	\$186,000,000			2,400 Beds 800 Units	
McNeese State Student Housing	\$7,000,000			230 Beds 77 Units	X
Medium Security Prison - Avoyelles Parish	\$28,000,000				
National Wetlands Research Center	\$8,445,508				
New Orleans East Hospital	\$72,000,000				X
New US Courthouse	\$26,000,000				
Plaquemines Parish Correctional Center	\$91,000,000			871 Beds	X
Plaquemines Parish Medical Center	\$20,000,000				X
Reach E. Water Control Structure	\$7,632,058				X
Reserve Waste Water Treatment Plant	\$8,211,400				
Rosa Parks Transportation Center	\$10,610,580				X
Shaw Center for the Arts	\$32,000,000				
Slidell Drainage Pump Station Mechanical Bar Screen Cleaners	\$3,613,934				X
South Lafayette High School	\$62,000,000				
St. Bernard Hospital Sitework	\$1,284,561				X
St. Etienne Improvements	\$300,000				
State Parking Garage	\$6,850,000				
STP Improvements @ Jeanerette	\$1,173,027				X
Sumter County Digester Retrofit	\$1,400,000				
Town of Independence WWTP IMPR	\$2,504,791				
ULL Student Housing Renovations	\$63,000,000			1,812 Beds 720 Units	
ULL Student Union Renovations	\$36,000,000				
UH/CH Infrastructure Relocation at University Medical Center South Carolina	\$34,000,000				X

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Tab 4, Exhibit A-2 Organizational Chart



KEY
 ■ Design
 ▨ Construction
 □ Executive Administration

* Participating as a Subcontractor, not as "Team Member" or "Key Staff" as identified in Addendum No. 6, Attachment 2 (Scope of Work), Section 3.2 of the RFP.

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Tab 5, Exhibit A-2

Key Staff Resume and Professional Information

We have included resumes for our proposed team on the following pages.

Key Staff Member	Title	Participating CDBG-DR Project Role
Leonard K. Lemoine	Chief Executive Officer	Principal in Charge
Erika G. Fortenberry	Chief Financial Officer	Chief Financial Officer
William T. Rachal	Vice President, Lemoine Disaster Recovery, L.L.C.	Project Executive
Andrew E. Sexton	Vice President, Lemoine Disaster Recovery, L.L.C.	Senior Project Manager
Luis A. Gutierrez, ARCHITECT	Principal/Architect	Lead Design Manager
Maria Del C. Vegavelez, MECE, PE *	Civil Engineer	Civil Engineer
Edmundo R. Colon Arizmendi, PE	Principal/Architect/ Landscape Architect	Lead Permitting Manager
Nadia A. Cardona, MEH, LEED AP *	Permitting Specialist	Permitting Specialist
Mark R. Broussard	Controller	Lead Procurement Manager
Josh Tharpe	Superintendent	Procurement Team
Manuel I. Zequeira, PE	Principal	Lead Construction Manager
Tyler Duhon	Superintendent	Lead Superintendent
Gregory E. Landry	Vice President of Construction	Lead Safety Manager
Leon F. Foster	Chief Performance Officer	Lead Quality Control Manager
Rudy Comeaux	Vice President, Organizational Development	Lead Human Resource Manager
Edmunda Colon Izquierdo, ASLA	Principal/Civil Engineer	Lead Warranty Manager
TBD	Estimator	Estimator
TBD	Project Coordinator	Project Coordinator

* Participating as a **Subcontractor**, not as "Team Member" or "Key Staff" as identified in Addendum No. 6, Attachment 2 (Scope of Work), Section 3.2 of the RFP.

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LEONARD K. "LENNY" LEMOINE

Principal in Charge



As President and Chief Executive Officer, Lenny is the flag bearer for the company's focus on excellence, innovation and advanced delivery models to meet the dynamically shifting needs of today's construction consumers. As one of the founders of The Lemoine Company more than 35 years ago, he has led the company since inception. Lenny brings to the top position direct project management skills ranging from small renovations to highly complex and challenging projects.

Lenny's insistence on solving all of a customer's concerns, delivering value added service and

great outcomes has pushed The Lemoine Company to the forefront of the construction industry.

AREAS OF EXPERTISE

- Customer Satisfaction
- Strict Attention to Detail
- Excellent Leadership Skills
- Excellent Communication Skills
- Employee Development
- Relationships
- Process Controls
- 40+ Years Industry Experience

AFFILIATIONS

- Lafayette Central Park, Board of Directors, 2013 - Present
- Louisiana Association Board of Industry, Board of Directors, 2013 - Present
- University of Louisiana at Lafayette Foundation, Board of Directors, 2012 - Present
- Our Lady of Lourdes Foundation, Board of Directors, 2009 - Present
- Iberia Bank, Board of Directors, 2008 - Present
- Oakboome Country Club, Board of Directors, 2008 - 2012
- Community Foundation of Acadiano, Board of Directors, 2007 - 2013
- Acadiana Marine Institute, Executive Committee Chairman, 2007 - 2012
- State of Louisiana Licensing Board for Contractors Board of Directors, 2001 - 2003
- Associated Builders & Contractors, Pelican Chapter President, 2000
- Associated Builders & Contractors, National Beam Club Member of the Year, 2000
- Associated Builders & Contractors, National Board of Directors, 1999 - 2000
- Associated Builders & Contractors, Pelican Chapter Board of Directors, 1995 - 1999
- St. Thomas More High School Foundation, Board of Directors, 1994 - 1996
- Acadiana Metro-Code, Variance Board, 1993
- St. Mary's Catholic Church, Finance Committee, 1992 - 1997
- State of Louisiana Board of Commerce and Industry, 1987 - 1988
- Associated Builders & Contractors, Pelican Chapter Board of Directors, 1986 - 1990
- St. Mary's Catholic Church, Finance Committee, 1985 - 1990
- St. Thomas More High School, Board of Trustees, 1980 - 1985

INDUSTRY EXPERIENCE

- Years in Industry: 43
- Years at Lemoine: 43

EXPERIENCE

- President & Chief Executive Officer
- The Lemoine Company, LLC
- Lafayette, Louisiana
- 2001 - present

- Executive Vice-President & Chief Operating Officer
- The Lemoine Company, Inc.
- Lafayette, Louisiana
- 1983 - 2001

- Administrative & Financial Manager
- The Cottonport Company, Inc.
- Cottonport, Louisiana
- 1975 - 1983

EDUCATION

- Bachelor of Science in
- Agriculture Business, 1975,
- Louisiana State University

CERTIFICATIONS

- Falls Management Leadership
- Institute Leadership
- Development, 2001
- Commercial Real Estate
- Development Course Louisiana
- State University, 1981

REFERENCES

- Dr. Joseph Savoie
- University of LA at Lafayette
- 337.482.6203
- president@louisiana.edu

- Mr. Mike Wampold
- Wampold Companies
- 225.215.1800
- mwampold@wampoid.com

- Ms. Carolyn Martin
- Commercial Properties Realty
- Trust
- 225.709.1715
- cmartin@cprt.com

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ERIKA G. FORTENBERRY

Chief Financial Officer



As Chief Financial Officer, Erika ensures the financial health of the organization. With over 24-years of accounting, financial and internal control experience, Erika has expansive knowledge of all facets of finance and accounting including Accounting and Financial Management, Treasury and Tax, Financial Planning & Analysis, Investor Relations, Internal Control, Risk Management and Compliance.

She manages the organization's budget and financial operations and directs the preparation and submission of annual financial and budgetary reports. She also is responsible for the organization's risk management program. Erika serves as the liaison with banks, insurance brokers, sureties and other institutions within the financial community and continued implementation of streamlined and centralized state-of-the-art accounting systems.

Erika's excellent management and accounting skills lead The Lemoine Company with a top notch accounting staff. Her attention to every detail and drive for excellence make her an invaluable asset to our team.

AREAS OF EXPERTISE

- Strict Attention to Detail
- Excellent Organization Skills
- Customer Satisfaction
- Excellent Leadership Skills
- Excellent Communication Skills
- Risk Mitigation
- Process Controls

PROFESSIONAL STRENGTHS

- Relevant experience includes 14 years of industry experience with public companies in the global energy sector, and 10 years of Big 4 public accounting audit experience.
- Experience in leading cross-departmental projects and initiatives with efficient leadership and guidance.
- Experience with managing the challenges posed by geographically diverse and dynamic organizations with more complex financial and risk management matters with competing priorities.
- Experience in managing Corporate Transactions including mergers and acquisitions (M&A), related debt and equity financing, due diligence and post-integration efforts.

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Licensed Certified Public Accountant, State of Louisiana – Active Member, Louisiana Society of Certified Public Accountants
Member, American Institute of Certified Public Accountants
Member, Construction Financial Management Association

INDUSTRY EXPERIENCE

Years in Industry: 14
Years at Lemoine: 1

EXPERIENCE

Chief Financial Officer
The Lemoine Company, LLC
Baton Rouge, Louisiana
2017 - present

Chief Financial Officer
Director of Investor Relations
Director of External Reporting
Edgen Group
Baton Rouge, Louisiana
2005 - 2017

SEC Reporting Manager
The Shaw Group
Baton Rouge, Louisiana
2003 - 2005

Senior Manager - Assurance
Senior and Staff Accountant
KPMG, LLP
Baton Rouge, Louisiana
1993 - 2003

EDUCATION

Bachelor of Science in Accounting
Louisiana State University, 1992

REFERENCES

Mr. Daniel J. O'Leary
Edgen Group, Inc
225.756.6115
dan.oleary@edgengroup.com

Mrs. Andi Kirkpatrick
Trade Construction
225-654-8471
andi.kirkpatrick@tradeconstruction.com

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WTK

WILLIAM T. RACHAL

Project Executive



Will Rachal has extensive experience in federal and state program management, both in the private sector and as a government official. Will assisted the Government of Puerto Rico greatly in formulating the strategy for incorporation of the FEMA STEP (Sheltering and Temporary Essential Power) Program. From October to November 2017, he worked closely with the Government of Puerto Rico and FEMA with matters pertaining to policy, planning, and implementation of STEP. The strategic plan he was instrumental in developing was put into operation by the Puerto Rico Department of Housing as "Tu Hogar Renace" (Your Home Reborn).

Through this program, over 100,000 Puerto Rican families have returned to their homes greatly advancing their road to recovery. Will's knowledge of FEMA policy and experience in implementation of STEP was critical to the success of Puerto Rico's recovery. His experience also includes government disaster recovery programs in Louisiana, where he was the Deputy Director/Chief of Staff to the Louisiana cabinet member charged with the State's Homeland Security and Emergency Management agency, and program management of the Texas PREPS program as a private contractor.

Will is a subject matter expert on housing recovery programs, specifically, FEMA public assistance, as well as their interface with other federal programs. He has spoken often on the topic of disaster recovery and has worked with FEMA and states/territories in facilitating the implementation of short term housing programs. During his time as Deputy Director/Chief of Staff of Louisiana's Emergency Management agency, he conducted response and recovery operations during 4 Major Disaster declarations and 3 Emergency declarations.

Will holds the rank of Colonel in the Louisiana National Guard and is the Commander of the 256th Infantry Brigade Combat Team (IBCT), responsible for the leadership, training, and tactical deployment of 7 battalions and over 4,400 soldiers for their assigned combat mission. Additionally, the Brigade Combat Team is tasked with providing key emergency response, search and rescue, security, and commodities distribution to Louisiana communities during emergencies. His leadership traits developed in the military have transitioned to his civilian career, employing many of the Army values and a high degree of dedication to mission accomplishment.

AREAS OF EXPERTISE

- Infrastructure and Housing
- Grant Administration
- FEMA Recovery Programs
- Organizational Leadership
- Program Management
- Operational Planning
- Program Design
- Process Development
- Policy Writing
- Damage Assessments
- Compliance Monitoring
- Construction Management

OTHER INFORMATION & CAPABILITIES

- Louisiana Emergency Response Commission (LERC)
- Louisiana Disaster Recovery Alliance
- Colonel, Louisiana National Guard
- Operation Iraqi Freedom Deployment

INDUSTRY EXPERIENCE

Years in Industry: 15
Years at Lemoine: 1

EXPERIENCE

Vice President
Lemoine Disaster Recovery
Lafayette, Louisiana
2018 - present
Program Manager
Texas PREPS Program
Houston, Texas
2017 - 2018
Deputy Director/ Chief of Staff
Governors Office of Homeland
Security and Emergency
Preparedness (GOHSEP)
Baton Rouge, Louisiana
2016 - 2017
Louisiana National Guard
Deputy Director of Operations/
Deputy Brigade Commander
Louisiana
2011 - 2015

EDUCATION

Master of Strategic Studies, 2015,
U.S. Army War College;
Master of Business Administration,
1999, McNeese State University;
Bachelor of Science, Economics,
1995, McNeese State University;
Bachelor of Science, Business
Administration, 1995, McNeese
State University

CERTIFICATIONS

NIMS and ICS
Spanish Proficiency,
Upper Intermediate

REFERENCES

Mrs. Molly Keller
General Land Office
PREPS Program Manager
512.917.4514
molly.keller@glo.texas.gov

Mr. James Waskom
Governor's Office of Homeland
Security and Emergency
Preparedness (GOHSEP)
225.925.7345
james.waskom@la.gov

WTR

WILLIAM T. RACHAL, Project Executive (continued)

NOTABLE PROJECTS

Texas Partial Repair and Essential Power for Sheltering (PREPS) - Houston, TX Texas General Land Office (GLO) Project Manager, 2017 - 2018

Provide project management, advice, leadership, direction and supervision of PREPS program staff. Provide technical assistance and function as client contact for the GLOs \$230M sheltering initiative following Hurricane Harvey in August 2017. Led the team to facilitate the construction of temporary measures for hurricane victims to occupy their homes until full repairs could be completed. The program was funded by the FEMA STEP (Sheltering, and Temporary Essential Power) Program under Public Assistance. Coordinate and manage all aspects of program management, production management, policy development, and reporting. Support the functional managers, and coordinate and manage program processes. Provided management and key oversight of all aspects of Texas' PREPS program consisting of a 200+ person management team, and 15 construction contractors.

Deputy Director/Chief of Staff, Louisiana GOHSEP, January 2016 - November 2017

- Advised Governor of Louisiana and Director of GOHSEP on Homeland Security and Emergency Management Issues
- Oversight of response and recovery operations of GOHSEP during 4 Major Disaster Declarations and 3 Emergency declarations
- Functioned as State Coordinating Officer (SCO) and Alternate Governor's Authorized Representative (Alternate GAR) during declared disasters
- Preparedness planning
- Louisiana Shelter at Home: Development, Oversight and Closeout
- Louisiana Closeout Contract: Bid, Negotiation and Oversight
- Louisiana Strike team: Concept Development, Contract Bid, Negotiations and Oversight
- Volunteer Cost-share development and execution
- Drafted emergency and major disaster declarations
- Briefed Federal and State legislatures on status of open disasters
- Appointed to Louisiana Emergency Response Commission (LERC)
- Member of Louisiana Disaster Alliance

Louisiana Shelter At Home (SAH) Program – Baton Rouge, LA State of Louisiana Contract Manager/Program Manager, 2016-2017

Responsible for the development, implementation, and supervision of state employees, program manager, and construction contractors for the Governor's \$1.68M sheltering initiative following the Historic Flooding of August, 2016. Led the team to provide the construction of temporary measures for flood victims to occupy their homes until full repairs could be completed. The program was funded by the FEMA STEP (Sheltering, and Temporary Essential Power) Program under Public Assistance. Worked with numerous federal and state partners to administer this program, resolve issues, write policy guidance. Oversaw the closeout of all contractors and homes to successfully submit the Project Worksheet. Have provided advice to all levels of government on the improvement and future implementation of disaster housing programs. Provided management and key oversight of all aspects of Louisiana's Shelter at Home program consisting of a 200+ person management team, 9 construction contractors representing 2,200 workers which accomplished the construction of 11,000 homes in 4 months.



WILLIAM T. RACHAL, Project Executive (continued)

Louisiana National Guard

Deputy Director of Operations/Deputy Brigade Commander, 2011-2015

- Assist the Director of Operations (J3) in the day to day operations of the 10,500 member Louisiana National Guard
- Develop plans to prepare the state of Louisiana for all hazards such as hurricanes and floods
- Serve as Officer in Charge (OIC) of the Joint Operation Center (JOC)
- Guest speaker and completed Director of Military Support (DOMS) course
- Directed the training of mobilized units, ensuring training is conducted to standard and in accordance with guidance from United States Forces Command
- Supervised a 70 person staff comprised of senior soldiers that trained over 6,000 soldiers for overseas combat operations



ANDREW E. SEXTON

Senior Project Manager



As Vice President of Disaster Recovery, Andrew provides overall guidance of the Construction Manager, Project Manager, and Superintendent. His responsibilities include the management, operations and profitability of all construction projects within his assigned sector. This position ensures that projects are delivered safely, on schedule and to the satisfaction of our customers. The Vice President of Disaster Recovery is also responsible for preconstruction services and business development including locating,

developing, defining, negotiating, closing and adequate backlog to achieve annual revenue plan.

Andrew has over sixteen years of experience in the construction industry. His ability to comprehend architectural and structural details through interpretation of the contract drawings and specifications is one of his greatest strengths. His strict attention to detail combined with excellent communication skills, proven leadership skills and the ability to motivate the entire project team ensures owners / client satisfaction to the highest level of client satisfaction and quality.

AREAS OF EXPERTISE

- Strict Attention to Detail
- Customer Satisfaction
- Excellent Communication Skills
- QA/QC
- Comprehension of Drawings
- Cost Management
- Schedule Management
- 16+ Years Industry Experience

NOTABLE PROJECTS

Texas PREPS, \$17.5M
No.X0013720-AW
Residential Rehabilitation
Various, Texas

Dahler Program, Texas, \$1M
Residential Rehabilitation
Various, Texas

University of Louisiana at
Lafayette Campus Housing ,
\$68M
Housing/Renovations and
Parking Garage
Lafayette, Louisiana

Southside High School, \$63M
New 258,000 SF Tilt Wall Building
on 100 Acre Site
Youngsville, Louisiana

University of Louisiana at
Lafayette Student Union
Renovations & Additions, \$40M
Reno & Additions to Approx.
200,000 SF Campus Student Union
Center
Lafayette, Louisiana

University of Louisiana at
Lafayette Athletic Facilities—Tier
I, \$24M
Athletic Facilities Improvements
and Additions
Lafayette, Louisiana

McNeese State Student Housing
(HUD), \$7M
11,800+ SF Student Housing Facility
Lake Charles, Louisiana

INDUSTRY EXPERIENCE

Years in Industry: 16
Years at Lemoine: 16

EXPERIENCE

Vice President
Operations Manager
The Lemoine Company
Lafayette, Louisiana
2014 - Present

Senior Project Manager/
Project Manager
The Lemoine Company
Lafayette, Louisiana
2007 - 2013

Senior Project Engineer
The Lemoine Company
Lafayette, Louisiana
2002 - 2007

EDUCATION

Bachelor of Science,
Construction Management, 2002
Louisiana State University

CERTIFICATIONS

OSHA 10
OSHA 30
FMI Leadership
Academy,
Master's Program, 2012

REFERENCES

Mr. Alton Ozenne
A.O. Architects, L.L.C.
337.237.3300
ao_arch@bellsouth.net

Mr. Jerome Meaux
Freeport McMoRan Oil & Gas
337.280.8592
jerome_meaux@fmi.com

Mr. Brad Gaspard
RR Company of America, L.L.C.
337.981.4060
bgaspard@rrcoa.com

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Louis A. Gutierrez, ARCHITECT

Lead Design Manager



RESUME LUIS A. GUTIERREZ

Luis Gutierrez Negrón - Architect

EDUCATION

- 1971 B.A. in Environmental Design,
University of Puerto Rico
- 1973 Master Degree Architecture,
University of Puerto Rico

PRINCIPAL LICENSES

PUERTO RICO:

- License Architect # 7882
- License Interior Designer # 302
- Professional Planner #212

NEW YORK:

- License Architect # 028344

PROFESSIONAL EXPERIENCE

- Present Luis A. Gutiérrez Negrón Architect, Principal
- 1982 to 1987 Nor-Dec Incorporated
Architect, Operation Manager
- 1979 to 1982 University of Puerto Rico, Physical Planning Development
Sub-Director Planning & Design
- 1976 to 1979 Vivani & Gutiérrez Architects

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Louis A. Gutierrez, ARCHITECT

Lead Design Manager

1974 to 1976	Private Practice Reed, Torres, Beauchamp & Marvel Architect
1973 to 1974	Fernando Battle & Associates Architect

MEMBERSHIP

Colegio de Arquitectos P.R.
American Institute of Architects
Colegio de Decoradores y Diseñadores de Interiores
National Trust for Historic Preservation
Museo de Arte de P.R.
Museo de Arte de Ponce
Museo de Arte Contemporáneo de P.R.
Sociedad Puertorriqueño de Planificación

TEACHING / LECTURE/ JURY EXPERIENCE

1999	Plastic Arts School Annual Contest Selection Jury
1997	Visiting Juror Nueva Escuela de Arquitectura Polytechnic University
1991 to 1996	Lecture and Jury Member, Graduate and sub- Graduate level projects, UPR School of Architecture
1990	Lecture Professor, "The Balance Approach", UPR School of Architecture
1989	Lecture Professor, "Use of Wood in Architecture", UPR School of Architecture
1984	Lecture Professor, "Appreciation of Architecture", Sacred Heart University
1982 to 1985	Professor Interior Design, Graduate & Undergraduate Level, UPR School of Architecture

OTHER ACTIVITIES

1997	Secretary Centro de Conservación Patrimonial Sede de Puerto Rico
1997	Member Advisory Board Nueva Escuela de Arquitectura Polytechnic University
1995 to 2000	Member Advisory Committee, "Rehabilitation - Restoration of La Fortaleza" Governor's Office, San Juan, P.R.
1994 to Present	Member Board of Trustees

Louis A. Gutierrez, ARCHITECT

Lead Design Manager

1994	University of Sacred Heart, Santurce, P. R. Consultant to "Peninsula de Cantero Project" On architectural and identity signage program
1993 to 1999	Member Advisory Committee, State Historic Preservation Governor's Office, San Juan, Puerto Rico
1993 to 1999	Member Advisory Committee Historic Zones and Monuments, Puerto Rico Planning Board
1993-1994	President and Member, Board of Directors, Museo de Arte Contemporáneo de P.R.
1992-1996	Caribbean Regional Director Pan-American Federation of Architects
1992	Delegate of the XIX Architecture Congress Of the Pan-American Federation of Architects, Montevideo, Uruguay
1992	Delegate to the Third Symposium of Architecture and Urbanism Santo Domingo, Dominican Republic
1991	Architects Association Representative of the Second Architecture Biennial of Santo Domingo,
1990 - 1992	Member Ethics Commission, Colegio de Arquitectos P.R.
1989 - 1991	Member Alumni Committee, UPR School of Architecture
1988 - 1991	Puerto Rico Delegate at the Pan-American, Federation of Architects
1988 - 1991	Secretary- Member Board of Directors, Colegio Arquitectos de P.R.
1988	Delegate to the World Congress of the International Union of Architects, Montreal, Canada
1988-1991	President Conventions Committee, Conventions, Colegio de Arquitectos de P.R.

SEMINARS & LECTURES

The Restoration of a Monument The University Theater@
Interamerican Engineers Symposium 2000
Preservation of the Cities, Caribbean Studies Center

Explotina 1994, Miami Convention Center
The Restoration of a theater - lecture

ADPIC Contract Review@,
Colegio de Arquitectos de Puerto Rico
Seminar

Boating Access Facilities@, Third Annual Conference
U.S. Fish and Wildlife Service, Duluth, Minnesota

"Introduction to Federal Projects and Historic Preservation Law",
General Services Administration, San Juan, Puerto Rico

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Louis A. Gutierrez, ARCHITECT

Lead Design Manager

"Second International Symposium on Historic Preservation for Puerto Rico and the Caribbean"
Participant
The Lighthouse System in Puerto Rico".

Lecture

"The Lighthouses of Puerto Rico and the Caribbean",
Puerto Rico Department of State 1992, Expo-Faros, Lecture

"Application of the Americans with Disabilities Act" to Interior Design Practice.
Interior Designers Association of P.R., Annual Convention 1993
Invited Lecturer

"A look at the Past and dreaming with the Present@,
Historic Preservation Week 1993. Lecture "Phoros"
Invited Lecturer

"Planning for Future Office Environment",
Workplace Research Laboratory, Knoll Group,
Seminar

"Restauraciones: Intervenciones Correctas en Estructuras y Tejidos Urbanos".
Colegio de Arquitectos de Puerto Rica, February 1995
Seminar

"Preserving Our Recent Past".

Illinois University, U.S. Dept. of the Interior, Chicago, April 1995

DISTINCTIONS & AWARDS

2001	Club Mecenas@ Ponce Museum of Art
2000	HISPANIC MAGAZINE A100@ Entrepreneurs of the year
2000	Architect of the Year@ - Puerto Rico Realtors Association
1999	HISPANIC MAGAZINE A100 Entrepreneurs of the year
1998	Interior Designer@- Colegio de Diseñadores de Interiors de PR
1998	Architect of the Year@ - Soles and Marketing Executives Association
1997	Architect of the Year@ - Puerto Rica Realtors Association

Louis A. Gutierrez
WTR

Louis A. Gutierrez, ARCHITECT

Lead Design Manager

- 1997 Colegio de Arquitectos de Puerto Rico
IV Bienal de Arquitectura
Historic Documentation Award
- 1994 Recognition Award Historic Investigation,
II Bienal de Arquitectura de Costa Rica,
Colegio de Arquitectos de Costa Rica,
"PHAROS Sistema de Alumbrado Marítimo de PR."
- 1991 Urbe Prize Architecture, Visitors Center Caja de
Muertos, Ponce, Puerto Rico
- 1991 Recognition Award National Park Service, U.S.
Department of Interior

Lighthouse System Investigation"

Second International Preservation Symposium

- 1977 First Prize, Best Furniture Design, Peabody Prize,
Rattan Specialties Contest
- 1976 First Prize, Identity Logo Design. Colegio de
Decoradores y Diseñadores de Interiores

PUBLICATIONS

The Rehabilitation of the Rafael Labra School@
College of Architects Magazine 2001

Museums@

Building Type Basics, Arthur Roseblatt,
The Puerto Rico Art Museum
Wiley Press 2000

The Lighthouse System of Puerto Rico@, its Rehabilitation Process, Boletín
State Preservation Office, September/October 1993

"Reflexiones de una Bienal", Capitel, Año 2, Número 1, Febrero 1992

"Chronic of Incandescent, Marine Lights", El Nuevo Día, September 28, 1991

Maria Del C. Vegavelez, MECE, PE *

Civil Engineer



Specialization
Civil Engineering
Geotechnical Engineering

MARIA DEL C VEGAVELEZ, MECE, PE
Civil Engineer - Project Engineer

Education
B.S., Civil Engineering, Magna Cum Laude.
University of Puerto Rico. Mayagüez, PR, 2004.

M.E., Civil Engineering, with Honors.
University of Puerto Rico. Mayagüez, PR, 2006.

Professional Registration
Commonwealth of Puerto Rico
License No. 21430-PE

Professional Associations
-College of Engineers and Surveyors of Puerto Rico (CIAPR)

Year Joined Firm
2006

Total Years Experience
10

Citizenship
USA

Language Capabilities
Spanish / English

Mrs. Vega is a civil engineer with over 10 years of experience as a professional engineer. Through the years, she has acquired experience in a wide range of project types ranging from commercial facilities, residential developments, industrial facilities, renewable energy projects and resort facilities. She covers a broad range of Civil Engineering applications with primary focus on site development.

Her responsibilities over the years have included master planning, site development, earthwork calculations, cost estimate support, permitting support, preparation of presentations, interdisciplinary coordination, preparation of construction documents and preparation of engineering reports among other activities.

Representative Project Experience

- Cayo Largo Resort, Fajardo PR – Resort Facilities
- Abbott Medical Optics, Añasco PR – Industrial Facilities
- AES Ilumina, Guayama PR – Renewable Energy
- Oriana Energy I & II, Isabela PR – Renewable Energy
- Pall Corporation, Fajardo PR – Industrial Facilities
- Honeywell Aerospace, Maca PR – Industrial Facilities
- Villa Mi Terruño, Culebra PR – Residential Development

* Participating as a **Subcontractor**, not as "Team Member" or "Key Staff" as identified in Addendum No. 6, Attachment 2 (Scope of Work), Section 3.2 of the RFP.

Edmundo Colon Arizmendi, PE

Lead Permitting Manager



Luis Gutiérrez Architects
T 787 722 5425 F 787 721 6517
District View Plaza Suite 2B1
Fernández Juncos #6-14
San Juan, PR 00907
www.luisgutierrezarchitects.com

EDMUNDO COLÓN ARIZMENDI, PE Principal/Civil Engineer

Edmundo has over 40 years of professional engineering experience in many different positions that include design, engineering, permitting, planning and project development. Throughout his career as a professional engineer has held important positions in both the public and private sector. He was the administrator for the former State Permitting Office (ARPE), and later, principal of the private design & engineering firm Colón, Díaz, Quiñones – Engineers, known for their development of the Dorado Beach and Sabanera projects, among many others. Mundy is now principal at ECO.

Edmundo is a member of the Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR). He's also an Adjunct Professor in Site Planning for the School of Architecture of the Polytechnic University of Puerto Rico, Arapahoe.

EDUCATION

1974 U.P.R. – Mayaguez Campus
Mayaguez, PR
Bachelor of Science in Civil Engineering

BOARD, PROFESSIONAL AND ACADEMIC ASSOCIATIONS

Junta Examinadora de Ingenieros y Agrimensores
Departamento de Estado de Puerto Rico
License No. 7812
Colegio de Ingenieros y Agrimensores de Puerto Rico
"The New school of Architecture
Polytechnic University of Puerto Rico"
(Professor Site Planning)

Edmundo Colon Arizmendi, PE

Lead Permitting Manager

EMPLOYMENT HISTORY (ACADEMIC AND PROFESSIONAL)

- 2006-present Universidad Politécnica de Puerto Rico – Escuela Graduada
Departamento de Arquitectura Paisajista
Professor in Practice – Site Engineering
- 2005-present ECo
Principal
Engineering
- 2002-present Universidad Politécnica de Puerto Rico
Arqpoli
Professor in Practice – Site Planning
- 1992-2009 Colon, Díaz, Quiñonez and Assoc. CSP
Principal
Engineering
- 1986-1992 Edmundo Colón Arizmendi and Assoc.
Principal
Engineering
- 1974 -1984 Administración de Reglamentos y Permisos (ARPE)
1974 to 1978 Project Revisión Engineer
1978 to 1979 Regional Director – Caguas and San Juan
1979 to 1980 Director of Operations
1980 to 1981 Sub-administrator
1981 to 1985 - Agency Administrator

WORK PREVIOUS TO 2005 UNDER ECA & CDQ&ASSOC.

Residential Projects (Built/Selected)

- Comunidad Monterey, Vega Alta (Master Planning / Civil Engineering)
- Gran Vista, Gurabo (Civil Engineering)
- Sabanera, Cidra (Master Planning / Civil Engineering)
- Sabanera del Río, Gurabo (Master Planning / Civil Engineering)
- Veredas, Guraba (Master Planning - Civil Engineering)
- Sabanera Dorado, Dorado (Master Planning / Civil Engineering)
- Dorado Beach East, Dorado (Master Planning / Civil Engineering)
- Punta del Mar Beach Village, Rincón (Master Planning / Civil Engineering)
- Las Vistas, Caba Rojo (Master Planning /Civil Engineering /Architecture)
- Porticos de Guaynabo (Civil Engineering)

Government, Commercial and Industrial Projects (Built/Selected)

- Domenech 315 & 317 - (Civil Engineering / Architecture)
- Domenech 313 -Banco Santander (Civil Engineering / Architecture)
- Fondo del Seguro del Estado - (Civil Engineering / Architecture)
- Dorado Industrial Park - (Master Planning / Civil Engineering)

Edmundo Colon Arizmendi
w/m

Edmundo Colon Arizmendi, PE

Lead Permitting Manager

- Mirador de Villalba (Civil Engineering)
- Caguas Centro Shopping Center (Civil Engineering)
- Los Colobos Shopping Center (Civil Engineering)
- Mausoleo Municipal -Cementerío Municipal de Cayey (Master Planning / Civil Engineering)
- Plazaleta del Condado – Santurce, San Juan (Master Planning / Civil Engineering)
- Sizzler Restaurant -Ave. Ponce de León, Hato Rey (Architecture / Civil Engineering)

Sanitary Sewer and Storm Water Projects (Built)

- Combinada Guraba - Regional Sanitary Sewer Force Main - Gurabo
- Comunidad Costa de Oro - Bo. Sardinera, Darado
- 16 Km. Of Sanitary Sewer and 2 Pump Stations - Bo. Beatriz & Vegas, Municipio de Cayey
- Sistema de acueducto - Comunidad Salvita, Cayey
- Sistema de acueducto (7.5 km) - Comunidad Malinas, Sabana Grande



WTR

Nadia A. Cardona, MEH, LEED AP *

Permitting Specialist



Specialization

Land Uses
Zoning Issues and Variances
Regulatory Compliance with OGPe and
Planning Board

NYDIA A. CARDONA , MEH, LEED AP

Permit Specialist

Education

B.A., Chemistry
Emory University, Atlanta Georgia, 1991.

M.S., Environmental Health School of Public
Health, University of Puerto Rico, Medical
Science Campus, 1999.

Ms. Cardona has over 20 years of experience in the environmental and permitting field working industrial and commercial projects. She has prepared and presented Land Use Consultations at the Planning Board, Construction Consultations of the Permits Management Office (OGPe) as well as many other permitting requests to agencies such as DNER, Fire Department and EQB. She has been the lead permitting specialist on important industrial projects requiring approvals from Planning board on zoning variances and land use transactions.

Professional Certifications

LEED-Green Associate ID 10562889

Professional Associations

Interamerican Association of Sanitary
Engineering and Environmental Sciences
(AIDIS-PR)

Environmental Documents

Preparation of Environmental Impact Statements, Environmental Assessments, and Environmental Analysis for governmental agencies, industrial, commercial, residential, renewable energy and hospitality clients. These documents are prepared following EQB Environmental Impact Statement (EIS) Rules and National Environmental Protection Act (NEPA).

Year Joined Firm

1993

Total Years Experience

23

Puerto Rico Planning Board

Coordinate and prepare Land Use Zoning request, variances and waivers following the Puerto Rico Planning Board zoning requirements for residential, commercial, industrial, renewable energy, tourist, and governmental projects. Coordinate endorsements from local and federal agencies

Citizenship

USA

Language Capabilities

Spanish / English

Permits Management Office

Preparation and filing of Construction Consultations, Construction Permits and Use Permits for industrial, residential, renewable energy, residential-tourist, and government projects. Preparation and filing of Horizontal Property Request and Model Plan Approval for residential single-family and multi-family projects.

Government Agencies Endorsements

Preparation and filing of endorsement requests from the Department of Natural and Environmental Resources, Puerto Rico Aqueduct and Sewer Authority, Puerto Rico Electric Power Authority, Health Department, Fire Department, Department of Public Works and Transportation, Puerto Rico Highway and Transportation Authority, Department of Work and Human Resources,

* Participating as a **Subcontractor**, not as "Team Member" or "Key Staff" as identified in Addendum No. 6, Attachment 2 (Scope of Work), Section 3.2 of the RFP.

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JAE
WML

MARK R. BROUSSARD

Lead Procurement Manager



Mark has over 24 years of varied accounting experience. In addition to the reporting head of the Accounting Department, Mark provides various reporting and record keeping functions for the organization, including but not limited to: internal controls, financial reporting, database management and staff development and management for those he oversees. Mark has vast experience in a variety of accounting functions including payroll, accounts

payable, job costing, general ledger and preparation of corporate financial reporting.

Mark is also involved in the technical handling of Lemoine's financial documents, leading the charge and implementation of various financial and accounting management software including pVault (electronic document imaging repository software); El Dynamics (insurance tracking software); and AL Mobile (electronic time keeping software). Additionally, Mark provides leadership with the firm's charitable "Built to Serve" initiative, raising and distributing philanthropic funds.

AREAS OF EXPERTISE

- Attention to Detail
- Excellent Communication
- Excellent Written Skills
- All Financial Aspects of Construction
- Results Focused + Process
- Driven
- Excellent Collaboration Skills
- Organization Skills
- Internal Controls
- Financial Reporting
- 26+ Years Experience

INDUSTRY EXPERIENCE

Years in Industry: 26
Years at Lemoine: 26

EXPERIENCE

Controller
The Lemoine Company, LLC
Lafayette, Louisiana
2000 - Present

Assistant Controller
The Lemoine Company, LLC
Lafayette, Louisiana
1992 - 2000

EDUCATION

Bachelor of Science, Business Administration, University of Louisiana at Lafayette, 1991

CERTIFICATIONS

Construction Financial Management Association, South Central Louisiana Chapter

REFERENCES

Mr. Mark David, CPA
Major, Morrison & David, CPAs
225.638.4531
mad@mmdcpa.com

Ms. Mary Lynn Jones
Director of Human Resources/
Controller
225.282.3280
mjones@alliancesafetycouncil.org

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W.M.

JOSH THARP

Procurement Team



Josh specializes in the supervision and construction of complex disaster recovery projects. His critical disaster recovery experience includes having served as Superintendent for the Louisiana STEP and Texas PREPS Programs. He also recently served as the Production Manager for the Puerto Rico STEP Program. In his role as Superintendent, Josh provides leadership and overall field management direction.

Additionally, Josh provides support to the Project Management team in achieving all time, quality, and customer satisfaction objectives on projects. His responsibilities include total jobsite execution including organization, work methods, scheduling, cost management, quality control, conformance with contract drawings and specifications, and

inspection of construction quality.

Josh has over 4 years of overall construction experience and is one of our most capable and experienced Superintendents. His in-depth knowledge of teamwork and motivational skills is uniquely suited for working in settings where the flow of project information is critical to all participants, such as it is for complex and fast-paced disaster recovery initiatives.

AREAS OF EXPERTISE

- Interpretation of Drawings & Specifications
- Process Controls
- Excellent Management & Communication Skills
- Strict Attention to Detail
- Quality Assurance + Quality Control
- Risk Mitigation
- Team Engagement & Buy-In
- 4+ Years Industry Experience

NOTABLE PROJECTS

Louisiana Shelter at Home Program Sheltering and Essential Temporary Power (STEP) Program
1,100 Residential Dwellings
\$12.5 million
Baton Rouge Area, Louisiana

Texas PREPS, \$17.5 million
No.X0013720-AW
Residential Rehabilitation
Various, Texas

Puerto Rico STEP "Tu Hogar Renace" (Your Home Reborn) Program
3,000 Residential Dwellings
\$33,000,000
Various, Puerto Rico

Southside High School, \$63 million
New 258,000 SF Tilt Wall Building on 100 Acre Site
Youngsville, Louisiana

INDUSTRY EXPERIENCE

Years in Industry: 4
Years at Lemoine: 2.5

EXPERIENCE

Lemoine Disaster Recovery, LLC
Superintendent
2014 - Present

All States Portable Buildings
2013 - 2014

EDUCATION

University of Louisiana at Lafayette,
Bachelors Degree, Industrial Technology,
2013 - 2016

CERTIFICATIONS

OSHA 30
NSC CPR Certified
NSC First Aid Certified

REFERENCES

Donald Gerratt
Vice President/Operations
DSW Homes
409.338.6289
donald.gerratt@dswhomes.com

Chris Price
Operations/Construction Manager
SLS
251.263.3021
chrisprice@sisco.com

Manuel I. Zequeira, PE

Lead Construction Manager



CAREER AND QUALIFICATIONS SUMMARY

Civil Engineer with 10 years of experience in construction of major building and roadway projects, including large highway and bridge design-build and P3 projects. His work has consisted of construction management, construction inspection, client relations, and project presentations. Amiable and works well with contractors, focuses on achieving the goal of an on time and profitable project, and to the owners and/or stakeholders' satisfaction. Excellent with analysis, use of judgment and ability to solve problems efficiently. Has a great ability for decision making, critical thinking, communicate effectively, and resolve problems in a creative, quick, and efficient manner. Native speaker in both Spanish and English.

AREAS OF EXPERTISE

General Civil Engineering
Construction Management
Construction / Engineering inspection
Personnel management
Experienced team leader

Decision making skills
Excellent communication skills
Preparation of reports
Attention to detail

Organizational abilities
Contract administration
Efficient under pressure
Delegating skills
Envisioning solutions or ideas

EXPERIENCE

August 2017 - Present 2M Associates, L.L.C.
President

Delivered services for owner's representation, project inspection, construction management, permitting procurement, managing bid processes, value engineering, peer review, field supervision of construction activities, and construction engineering. Coordinated and directed projects, made detailed plans to accomplish goals and directed the integration of engineering activities. Oversaw a project with our associates. Ensured we provided high quality trained professionals who guaranteed compliance with specifications and requirements. Offered owners, contractors, engineers, and architects an independent, knowledgeable assurance that work was performed according to specifications and standards. Consulted or negotiated with clients to prepare project design and/or specifications. Presented and explained proposals, reports, and findings to clients. Performed administrative functions such as reviewing and writing reports, approving expenditures, enforcing rules, and making decisions about the purchase of materials or services. Prepared budgets, bids, and contracts, and directed the negotiation of engineering contracts.

Projects Worked by 2M Associates LLC:

January 2018 - Present FEMA Disaster Recovery Program Shelter and Temporary Essential Power (STEP) Program "Tu Hogar Renace", Puerto Rico

Client: James W. Turner Construction, LTD, Zone 4 Prime Contractor

Project Budget: \$120,000,000

Construction Manager Lead for James W. Turner Construction, LTD for the duration of STEP Program "Tu Hogar Renace" Puerto Rico, Zone 4. Responsibilities include training, coordination, scheduling and logistics for a roster of over 70 Construction Manager Inspectors who perform all Initial Site Visit and Final Site Visit inspections as required by the program for over 12,000 homes.

Manuel I. Zequeira, PE

Lead Construction Manager

September 2017 - Present Post-Hurricane Maria Commercial and Residential Damage Evaluations

Client: Fulcro Insurance, Inc.

Total of Budgets Presented: \$32,799,000

Conducted post Hurricane Maria damage inspections of over 700,000 ft² of commercial and residential properties throughout Puerto Rico. Created the reports to be presented to insurance companies which included cost estimates for the affected areas of commercial and residential properties. The report also included upon request, a cost estimate for the complete reconstruction of the properties. Properties inspected:

Ryder Memorial Hospital and Satellite Properties, Total Area: 562,200 ft²

Macor by the Sea Condominium, Total Area: 100,000 ft²

Cherif Medawar Puerto Rico Property Portfolio, Total Area: 100,000 ft²

Armeria Ponce de Leon, Total Area: 30,500 ft²

103 Calle Luna Building, Total Area: 15,120 ft²

San Francisco 201 Bldg. - Walgreens Old San Juan, Total Area: 14,000 ft²

Da Haus Hotel, Total Area: 13,860 ft²

September 2017 - Present Post-Hurricane Maria Commercial and Residential Damage Evaluations

Client: Antilles Insurance Company

Total of Budgets Presented: \$6,460,000

Conduct Post-Hurricane Maria damage inspections of over 4,500,000 ft² of public and residential properties throughout Puerto Rico. Reports include cost estimate for the affected areas of commercial and residential properties and, upon request, a cost estimate for complete reconstruction of the properties.

Properties include:

Municipality of Trujillo Alto, Puerto Rico properties, Total Area: 4,648,000 ft²

Private residential dwellings

September 2017 - November 2017 ER-185(9) Reconstruction of PR-185, Km 17.6, Km 18.3 & Km 18.5

R000185021 / AC018521

Client: FDDS Management & Engineering, PSC

Project Budget: \$1,453,000

Provided scheduling consulting services, on behalf of the client, for the Puerto Rico Highway and Transportation Authority for Time Extensions applied for by the Contractor. The original Contract length was 360 calendar days. Services consisted of Time Impact Analysis for Time Extensions #3 and #4 after the Contractor was awarded 23 calendar day's extension of contract time via Time Extensions #1 and #2. The Contractor claimed an additional total of 63 calendar day's extension of contract time via Time Extension #3 without proper documentation and was thus ignored. The Contractor claimed an additional total of 144 calendar day's extension of contract time via Time Extension #4. Upon performing a Time Impact Analysis for all extensions solicited appropriately by the contractor, 2M Associates, LLC advised that the Total Time Extension allowed for the project should be 57 calendar days, an extension of only 16% of time vs the total applied for by the contractor of 324 calendar days, an additional 90% of time.

Page 2 of 6

Joe
WTR

Manuel I. Zequeira, PE

Lead Construction Manager

August 2017 - September 2017 Improvements to PR-18 and PR-21 Interchange AC-800467 / F00999467 / MP-18(11)

Client: *FDDS Management & Engineering, PSC*

Project Budget: *\$16,117,554*

Provided scheduling consulting services, on behalf of the client, for the Puerto Rico Highway and Transportation Authority for Time Extensions applied for by the Contractor. The original Contract length was 900 calendar days. Services consisted of Time Impact Analysis for Time Extension #2 after the Contractor was awarded 310 calendar day's extension of contract time via Time Extension #1, an additional 34% of time, performed by another consultant. The Contractor claimed an additional total of 400 calendar day's extension of contract time via Time Extension #2. Upon performing a Time Impact Analysis for all extensions solicited appropriately by the contractor, 2M Associates, LLC advised that the Total for Time Extension #2 allowed for the project should be 176 calendar days, moving total Contract Time Extension to 54% of time vs the total applied for by the contractor of 710 calendar days, an additional 78% of time.

August 2017 - October 2017 COSVI Sales Office Renovation

Client: *Cooperativa de Seguros de Vida de Puerto Rico (COSVI)*

Project Budget: *\$600,000*

The Construction Engineering Inspection for the remodeling of 30,000 SF of office space. Work consisted of the removal and demolition of deteriorated interiors of a basement, ground floor and second floor; removal and demolition of the existing air conditioning system in the building; construction of new interiors in the basement, ground floor and second floor; installation of a new air conditioning system building; replacement of aluminum frame windows and doors; restoration of marble floors, interior fascia and exterior fascia; Main responsibilities were ensuring that the scope of work is followed as per client specifications on schedule and with quality craftsmanship and safety; Conducted necessary Field Investigations, and prepared and distributed associated reports; received, reviewed, coordinated, tracked and processed RFI and Submittals; provided schedule review and monitoring; received and reviewed proposed change order packages which included preparing an independent estimate with final recommendations; provided knowledgeable review of contractor pay application and provided recommendations.

Experience Before 2M Associates, LLC

April 2017 - July 2017 South American Restaurants, Corp.

Project Manager: *Various projects including Church's Chicken, Pollo Tropical & Baskin Robbins stores throughout all of Puerto Rico*

Project Budget: *Varies, \$30,000 - \$700,000*

Work consisted of the general responsibility for the development and supervision of construction of new stores and the remodeling of existing stores throughout all of Puerto Rico. Prepared Project Bid Packages. Revised contractors' bids and architect's design drawings to confirm accordance to projected budgets. Supervised all personnel subcontracted for projects. Coordinated the maintenance of all stores as required.

Manuel I. Zequeira, PE

Lead Construction Manager

April 2016 - March 2017 *Ramón E. Zequeira & Associates, Engineers, C.P.*

Resident Inspector: *Improvements to Carnegie Library in San Juan, PR*

Client: *Diseño Urbana y Desarrollo de Proyectos del Municipio de San Juan*

Project Budget: *\$1,000,000*

The Construction Engineering Inspection for the rehabilitation of a historic building in the Puerta de Tierra neighborhood of Old San Juan on Ponce de León Avenue. Work consisted of the removal and demolition of deteriorated interiors of a basement, ground floor and second floor; removal and demolition of the existing air conditioning system in the building's attic and existing service building; construction of new interiors in the basement, ground floor and second floor; installation of a new air conditioning system in the building's attic and existing service building; restoration of wooden windows, frames and doors; restoration of marble floors, interior fascia and exterior fascia; site work involved restoration of existing retaining walls and asphalt parking areas. Main responsibilities were ensuring that the scope of work is followed as per client specifications on schedule and with quality craftsmanship and safety; Conducted necessary Field Investigations, and prepared and distributed associated reports; received, reviewed, coordinated, tracked and processed RFI and Submittals; provided schedule review and monitoring; received and reviewed proposed change order packages which included preparing an independent estimate with final recommendations; provided knowledgeable review of contractor pay application and provided recommendations.

January 2016 - April 2016 *Ramón E. Zequeira & Associates, Engineers, C.P.*

Construction Inspector: *Redevelopment of Parque Luis Muñoz Marín - South in San Juan, PR*

Client: *Diseño Urbano y Desarrollo de Proyectos del Municipio de San Juan*

Project Budget: *\$17,000,000*

The Construction Engineering Inspection for the redevelopment of an 84-acre park in the heart of the city of San Juan between Río Piedras River and Jesús T. Piñero Avenue. Work consisted of the rehabilitation of existing structures including an Entrance Building, an Administration Building, six public and four employee parking lots. New additions include 21 gazebos, concrete and asphalt pavements throughout entire park, Four Bathroom Structures, Four Concessions Structures, a Pavilion, a Recycling Building and an Elevated Walkway. Main responsibilities were ensuring that the scope of work is followed as per client specifications on schedule and with quality craftsmanship and safety; conducted necessary field investigations, and prepared and the distributed associated reports; received, reviewed, coordinated, tracked and processed RFI's; provided schedule review and monitoring; received and reviewed proposed change order packages including preparing an independent estimate with final recommendations; provided knowledgeable review and recommendation of the contractor pay application.

February 2012 - September 2015 *Dragados USA, Inc.*

Assistant Project Manager: *Y-CONTRACT 2AA Channel STA 22+60 TO STA 29+80, Bechara Industrial Area, Ría Puerto Nuevo, Puerto Rico Project in San Juan, PR*

Client: *United States Army Corps of Engineers (USACE)*

Project Budget: *\$35,000,000*

The Construction Management of an approximately 720-foot earth channel between the end of an existing concrete box culvert and Kennedy Avenue in addition to relocating an existing 90-inch diameter sanitary effluent outfall main while it remained active, with the use of pile supported temporary and permanent piping. Main responsibilities were direction and management of subcontractors and design consultants, planning of

Manuel I. Zequeira
WTR

Manuel I. Zequeira, PE

Lead Construction Manager

works to ensure safety, quality and time-cost efficiency in an environmentally friendly working site, contract administration, monthly and quarterly budget updates, and progress payments.

March 2011 - February 2012 *Dragados USA, Inc.*

Assistant Project Manager: *I-595 Corridor Roadway Improvements Project in Broward County, FL*

Client: *Florida Department of Transportation (FDOT)*

Project Budget: *\$1,800,000,000*

The Design, Build, Finance, Operate and Maintain (DBFOM) Project consisted of the reconstruction and resurfacing of 10.5 miles of the I-595 mainline and 3.0 miles of the Florida Turnpike, including the addition of auxiliary lanes and all associated improvements to adjacent cross-roads, frontage roads and ramps and the Construction of three reversible Express Lanes in the I-595 median. Main responsibilities were direction and management of subcontractors and design consultants, planning of works to ensure safety, quality and time-cost efficiency in an environmentally friendly working site, Traffic Control Plan (TCP) design and implementation, detailed quantity takeoff, contract revision, monthly and quarterly budget updates, progress payments and coordination with works in other segments inside the same project for specialty items such as Micro tunnels, Fire Suppression System, Drainage, Lighting, ITS and a toll system.

April 2009 - March 2011 *Dragados USA, Inc.*

Assistant Project Manager: *Advanced Construction Activities Greenway for the I-595 Corridor Roadway Improvements Project in Broward County, FL*

Client: *Florida Department of Transportation (FDOT)*

Project Budget: *\$5,000,000*

The Construction Management of a 14 feet wide concrete sidewalk, two 22 feet tall sound walls and several pedestrian bridges. Main responsibilities were direction and management of subcontractors and design consultants, planning of works to ensure safety, quality and time-cost efficiency in an environmentally friendly working site, detailed quantity takeoff, contract revision, monthly and quarterly budget updates and progress payments.

June 2008 - October 2008 *Skanska USA Building, Inc.*

Project Engineer: *FIU College of Nursing and Health Sciences, Miami-Dade County, Florida*

Client: *Florida International University*

Project Budget: *\$34,000,000*

The Construction Management for a new four-story building for Florida International University's expansion of the College of Nursing and Health Sciences. Main responsibilities were Shop Drawing and Request for Information (RFI) submittal and tracking, and permitting coordination.

EDUCATION

2003 - 2008	<i>University of Miami</i>	Coral Gables, Florida
	<i>Bachelor of Science in Civil Engineering</i>	
2003	<i>Saint John's High School</i>	San Juan, Puerto Rico
	<i>High School Degree</i>	

Jose

WTR

Manuel I. Zequeira, PE

Lead Construction Manager

PROFESSIONAL CERTIFICATIONS & AFFILIATIONS

Professional Engineer License Number 25543, Commonwealth of Puerto Rico, 2015

Engineering Intern No. 1100015417, State of Florida, 2010

Member of the Puerto Rico College of Engineers and Surveyors (Colegio de Ingenieros y Agrimensores de Puerto Rico)

Qualified Stormwater Management Inspector, No. 21880, 2009

30-hour OSHA Training for Hazardous Site Workers, 2009

SKILLS

Software: Proficient knowledge in AutoCAD, Microsoft Office, Internet Explorer, DisasterLAN

Working knowledge in Microsoft Project, Primavera P6

Languages: Native speaker in both Spanish and English



TYLER DUHON

Lead Superintendent



Tyler specializes in the supervision and construction of complex residential disaster recovery projects. His experience includes having served as Superintendent for the Louisiana and Puerto Rico STEP Programs as well as the Texas PREPS Program. As Superintendent, Tyler provides leadership and overall field management direction. In addition, Tyler's construction experience includes having served as Production Manager for the University of Louisiana at Lafayette M.L. "Tigue" Moore Field Renovations where he was responsible for inventory control and materials management.

Tyler serves as support to the Project Management team in achieving all time, quality, and customer satisfaction objectives on projects. His responsibilities include total jobsite execution including organization, work methods, scheduling, cost management, quality control, and conformance with contract drawings and specifications. Tyler has over 3 years of overall construction experience and is one of our most capable and experienced Disaster Recovery Superintendents. Tyler's in-depth knowledge of teamwork and motivational skills is uniquely suited for working in settings where the flow of project information is critical to all participants, such as it is for complex and fast-paced disaster recovery programs.

AREAS OF EXPERTISE

- Interpretation of Drawings & Specifications
- Process Controls
- Excellent Management & Communication Skills
- Strict Attention to Detail
- Quality Assurance + Quality Control
- Risk Mitigation
- Team Engagement & Buy-In
- 3+ Years Industry Experience

NOTABLE PROJECTS

Louisiana Shelter at Home Program Sheltering and Essential Temporary Power (STEP) Program
1,100 Residential Dwellings
\$12.5 million
Baton Rouge Area, Louisiana

Texas PREPS, \$17.5 million
No.X0013720-AW
Residential Rehabilitation
Various, Texas

Puerto Rico STEP "Tu Hogar Renace" (Your Home Reborn) Program
3,000 Residential Dwellings
\$33,000,000
Various, Puerto Rico

University of Louisiana at Lafayette M.L. "Tigue" Moore Field Renovations CMAR, Phase I and II
47,000 SF
\$14,109,208

INDUSTRY EXPERIENCE

Years in Industry: 3
Years at Lemoine: 3

EXPERIENCE

Lemoine Disaster Recovery, LLC:

- Superintendent
- Production Manager
- Billing/Invoicing/Payroll

The Lemoine Company, LLC
Commercial Construction:

- Project Engineer
- Estimating
- Field Superintendent

EDUCATION

University of Louisiana at Lafayette,
Bachelor's Degree in Industrial
Technology, 2011 - 2015

REFERENCES

Donald Gerratt
Vice President/Operations
DSW Homes
409.338.6289
donald.gerratt@dswhomes.com

Jose Velez
Operations/Construction Manager
SLS
929.422.0001
jvelez@sisco.com

Joe
WTH

GREGORY E. LANDRY

Lead Safety Manager



As the Vice President of Construction, Greg is assigned to all geographic operational units or sectors and is responsible for the oversight of all field operations and management, with a specific focus on site safety, quality, productivity, and schedule. He is a preconstruction resource focusing on the constructability and planning of projects. He ensures that all operations resources have the proper expertise to support the Project Teams for construction projects and are managed and coordinated in an efficient and professional manner. He ensures that projects are delivered safely, on schedule and

to the satisfaction of our customers, all in an effort to minimize risk and to keep focus on Lemoine's Foundations for Successful Execution.

Greg also plays a considerable role in Lemoine's safety efforts and acts as flag-bearer of the LIFE® program. Ensuring all projects are planned and executed with safety at the forefront, the mission of LIFE®, Lemoine's Injury Free Environment, is "to send everyone home at the end of each day".

Greg has 34+ years of building construction experience from estimating through project management and field operations. A skilled and well-accomplished construction professional, with a keen sense of planning, Greg ensures that projects are delivered safely, on schedule and to the satisfaction of our customers.

AREAS OF EXPERTISE

- Strict Attention to Detail
- Customer Satisfaction
- Excellent Communication Skills
- Technical Construction Expert
- Comprehension of Drawings
- Estimating & Design Consultation
- Cost Management & Scheduling
- 34+ Years Industry Experience

NOTABLE PROJECTS

Plaquemines Parish Detention Center, \$91M
207,000 SF, 871-Adult Inmate Correctional Center
Davant, Louisiana

Baton Rouge Mixed-Use Development, \$55M
260,000 SF Riverfront Residential, Office & Garage
Baton Rouge, Louisiana

II City Plaza, \$44M
260,000 SF Class-A Office Building & Garage
Baton Rouge, Louisiana

LSU Business Education Complex, \$41M
156,000+ SF State-of-the-Art Educational Facility
Baton Rouge, Louisiana

Avoyelles Correctional Center, \$28M
325,000 SF 30-Building Medium Security Prison
Cottonport, Louisiana

Winn Correctional Center, \$27M
345,000 SF 30-Building Medium Security Prison
Winnfield, Louisiana

INDUSTRY EXPERIENCE

Years in Industry: 34
Years at Lemoine: 34

EXPERIENCE

Operations Manager
The Lemoine Company, LLC
Baton Rouge, Louisiana
2012 – present

Vice President / Division Manager
The Lemoine Company, LLC
Baton Rouge, Louisiana
2001 – 2012

Senior Project Manager
The Lemoine Company, LLC
Lafayette, Louisiana
1984 – 2001

EDUCATION

Bachelor of Science, Building Construction, 1982
University of Louisiana at Monroe

AFFILIATIONS

Associated Builders & Contractors, Board Member

Louisiana State Uniform Construction Code Council, Board Member

REFERENCES

Mr. Mike Wampold
Wampold Companies
225.215.1800
mwampold@wampold.com

Mr. Charles Landry
Jones Walker
225.248.3421
clandry@joneswalker.com

Handwritten signatures:
JGL
WTK

LEON L. FOSTER, P.E., PMP, LEED AP

Lead Quality Control Manager



Leon has over 20 years of construction and engineering experience. His diverse background includes experience in the preliminary design, preconstruction process and construction management of large, complex projects under the construction management/general contracting format. He has been instrumental in the completion of a variety of complex projects including educational, hospitality, aviation, sports, commercial office and high technology campuses across the nation and in the New Orleans area.

The overall quality control efforts will be spearheaded by Leon. He and his team will provide the necessary control and management required for the successful delivery of your project. This is achieved through a detailed pre-project planning process in monitoring design, cost, schedule, safety, quality and constructability to ensure a smooth transition from design to construction to owner occupancy. Leon's natural ability of establishing and maintaining a working relationship with all team members—from stakeholders and owners, to architect, engineers and subcontractors—has been an invaluable asset to every project.

AREAS OF EXPERTISE

- Excellent Management & Leadership
- Comprehension of Architectural Drawings
- Comprehension of Structural Drawings
- Strict Attention to Detail
- Quality Assurance/Quality Control
- 20+ Years Industry Experience
- Contract Review
- Schedule Management

NOTABLE PROJECTS

U.S. Census Bureau Headquarters, \$285M, Headquarters Building and Parking Structures, LEED Silver, Suitland, Maryland

DHL CVG Hub Facility, \$220M New Buildings and Aircraft Apron Cincinnati, Ohio

Sprint Center for Downtown Kansas City, \$205M NBA/ NHL Arena and Multi-Purpose Facility Kansas City, Missouri

Fannie C. Williams Elementary School, \$20M, New Charter School, LEED Silver New Orleans, Louisiana

Bank of America Corporation, \$101M Kansas City Expansion - LEED Silver, Kansas City, Missouri

The Barbara Greenbaum House @ Tulane, \$22M, 78,000SF Student Housing Building, LEED Gold New Orleans, Louisiana

National WWII Museum Parking Garage, \$8.5M, 6-Story, 450 space Parking Garage with 12,000 SF Retail/Office First Floor New Orleans, Louisiana

INDUSTRY EXPERIENCE

Years in Industry: 20
Years at Lemoine: 5

EXPERIENCE

Chief Performance Officer, Vice President
The Lemoine Company, LLC
New Orleans, Louisiana
2013 – present

Project Executive
Roy Anderson Corp (under TPC)
Gulfport, Mississippi
2012 – 2013

Senior Project Manager
Structure Tone Southwest, Inc.
Kansas City, Missouri
2008 – 2012

EDUCATION

Doctor of Philosophy Candidate, Civil Engineering, University of Kansas

Master of Science, Architectural Engineering with Emphasis in Construction Management, University of Kansas

Bachelor of Science, Civil Engineering Technology, Rochester Institute of Technology

CERTIFICATIONS

Professional Engineer—Virginia Project Management Professional, 2005
Certified Professional Constructor LEED AP BD+C, Green Building Certification Institute, 2012
30 Hour OSHA Certification

REFERENCES

Thomas Brown, AIA, Principal
Sizeler Thompson Brown Architects
504.523.6472
tbrown@sizeler.com

Mac Ball, AIA, Principal
Waggoner & Ball Architects
504.524.5308
mac@wbarchitects.com

Handwritten signature and initials:
WTF

RUDOLPH E. "RUDY" COMEAUX

Lead Human Resource Manager



As the Vice President of Organizational Development & People, Rudy's primary role is to develop, implement, and coordinate strategies for company-wide training as well as recruitment, employment, retention of employees and research of our markets. Responsibilities include analyzing training needs, developing curriculum, and coordinating the delivery of training for all organizational training. Additional responsibilities include managing placement, training and performance of employees to

ensure the availability of qualified applicants to meet the needs of construction operations while ensuring low turnover. Rudy maintains a focus on employee relations and culture while striving to drive continuous improvement in areas of need. He has managerial responsibilities and reports to the Chief Executive Officer. Having served in the role of Project Manager, including managing a disaster recovery project for LDR's work for the State of Louisiana. Rudy has a unique understanding of the construction industry and has proven he can manage both new and difficult addition/ renovation projects in safe and efficient manner, while keeping the client in full operation.

AREAS OF EXPERTISE

- Excellent Management Skills
- Excellent Communication Skills
- Experience in managing projects in Operating Facilities
- Customer Satisfaction
- Attention to detail
- Highly Motivational
- Team Builder

NOTABLE PROJECTS

Plaquemines Parish Detention Center, \$91M
207,000 SF, 871-Adult Inmate Correctional Center
Davant, Louisiana

A. W. Mumford Stadium Addition, \$17M
North Endzone Expansion to Southern University's Football Stadium
Baton Rouge, Louisiana

Our Lady of Lourdes General Works Package, \$6M
OLOL Campus Relocation Project
Lafayette, Louisiana

State of Louisiana Governor's Office of Homeland Security & Emergency Preparedness, \$10.4M
Disaster Recovery to 1,100+ homes damaged in August 2016 Louisiana Floods
Lafayette and Baton Rouge, Louisiana

Acadian Ambulance, \$2.4M
New Office Building for the Lafayette Campus
Lafayette, Louisiana

INDUSTRY EXPERIENCE

Years in Industry: 9
Years at Lemoine: 9

EXPERIENCE

Director of Organizational Development
Project Manager, Sr. Project Engineer
Project Engineer, Office Engineer
The Lemoine Company, LLC
Lafayette, Louisiana
2008- Present

EDUCATION

Bachelor of Science, Construction Management, 2008
Louisiana State University
Baton Rouge, Louisiana

REFERENCES

Mr. John Zuschiag
Acadian Ambulance Services
337.291.1517
john@acadian.com

Mr. Bob Giles
Giles of Lafayette Properties
337.988.1920
bgiles@gilescars.com

Mr. Terry Rutherford
Plaquemines Parish Sheriff's Office
504.265.7703
trutherford@ppso.net

Rudy

W M

Edmundo R. Colon Izquierdo, ASLA

Lead Warranty Manager



Luis Gutiérrez Architect
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District View Plaza Suite 201
Fernández Juncos #644
San Juan, PR 00907
www.luisgutiérrezarquitectos.com

EDMUNDO R. COLÓN IZQUIERDO, ASLA

Principal/Landscape Architect/Architect

Edmundo is principal at Eco + Luis Gutierrez Architect, a multidisciplinary firm he co-founded in 2005 in San Juan, Puerto Rico. His professional work encompasses a broad range of project types and scales; in Puerto Rico, Mainland USA, Europe, Japan, and the Middle East. He has published articles for local newspapers and design magazines. His work has been featured in magazines and newspapers both locally and abroad. He is associate professor at the Polytechnic University of Puerto Rico's both Architecture and Landscape Departments, where his studios and technical classes focus on planning of resilient landscapes and urban environments. Edmundo is a member of the Board of the Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico (CAAPPR) and president of the Landscape Architects Institute (LAI). He holds a BArch from PUPR and an MLA from Harvard University.

Edmundo is a Licensed Landscape Architect and Architect, and a Certified Forestry and Planting Professional

EDUCATION

- | | |
|-----------|---|
| 2004-2006 | Harvard Graduate School of Design – GSD
Cambridge, Massachusetts, USA
Master in Landscape Architecture |
| 1998-2004 | Polytechnic University of Puerto Rico - The New School of Architecture ARQPOLI
San Juan, Puerto Rico
B.S. in Architecture Professional Degree |
| 1996-1998 | University of Puerto Rico, Río Piedras
School of Business Administration - Marketing
San Juan, Puerto Rico |
| 1990-1996 | Colegio San Ignacio de Loyola
San Juan, Puerto Rico
High School Diploma |

BOARDS, PROFESSIONAL AND ACADEMIC ASSOCIATIONS

- Departamento de Estado - Junta Examinadora de Arquitectos
PLA - Lic.113 / RA – Lic. 19992
- Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico - Member
- American Society of Landscape Architects- Member
- (2017-Present) President – Landscape Architects Institute (LAI)

Edmundo R. Colon Izquierdo, ASLA

Lead Warranty Manager

(2016-2017) Board Member / Legislative Committee Director– Architects and Landscape Architects Institute of Puerto Rico (CAAPPR)

EMPLOYMENT HISTORY (ACADEMIC AND PROFESSIONAL)

- 2006-present Universidad Politécnica de Puerto Rico – Escuela Graduada
Departamento de Arquitectura Paisajista
Associate Professor / Department Coordinator
Design, Representation and Technologies
- 2005-present Eco + Luis Gutierrez Architects
Principal – Landscape Architect – Architect – Administrator
- 2005-2006 Boston Architectural Center – BAC
Boston, Massachusetts, USA
Professor of Architecture – B2 Studio Masters
- 2003 Echigo Tsumari Art Triennale
Casagrande + Rintala- Potemkin
Post-Industrial Meditation Park
Nakasato Village, Japan
Graphic Designer, Construction Builder, Artist, Cook
- 2002-2004 Jorge Rigou-FAIA Architects
San Juan, Puerto Rico
Designer
- 2001-2005 Colón, Díoz, Quiñones & Associates
Consultants, Engineers, Planners and Designers
San Juan, Puerto Rico
Designer

HONORS, AWARDS AND EXHIBITIONS

- 2006 Jacob Weidenman Excellence in Design Prize Recipient
Cambridge, Massachusetts. Harvard GSD
- 2006 "GSD Green Roof" Exhibition – Harvard Vision 2020: A Bridge to
Campus Sustainability,
Cambridge, Massachusetts. Harvard GSD
- 2003 Honorable Mention
Steel Design Competition for an Exposition Pavilion

Edmundo R. Colon Izquierdo
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Edmundo R. Colon Izquierdo, ASLA

Lead Warranty Manager

PUBLICATIONS

- 2012 Entorno #20 - Techo del Cuartel de Ballajá: más que "verde"
Essay
- 2007 Entorno #6 – Entre la arquitectura paisajista y el paisajismo
"Martha Schwartz – Mesa Arts Center y Grand Canal Square"
Essay
- 2005 Cien preguntas que nos hemos hecho sobre Puerto Rico
Arqpoli
Student Work
- 2003 The Rooms of a City / Los rincones de una ciudad
The New School of Architecture
Collaborative Work
Map Developer and Designer

MENTIONS AND CITATIONS

- 2018 Construcción – El Nuevo Día – 4/24/2018
Siembra seguro – Newspaper Article

El Vocero – 2/16/2018
Repudian Tala Illegal – Newspaper Article 2012 AIA Architect – USA – March/April
- 2012 Standard Bearer: Puerto Rico is one of the most environmentally troubled islands in the Caribbean. Can one building change that?
Kim A. O'Connell
- 2011 Paisaje #18 – Landscape and Art - Spain
Potemkin – parque de meditación industrial. Kuramata, Japón
Casagrande + Rintala
- 2010 Gulf Times – Qatar
PTA raises QR1 mn for ASD playground
20 May 2010

Qatar Tribune – Qatar
ASD inaugurates new elementary school playground
1 June 2010
- 2003 Largo Viaje para tres estudiantes de arquitectura
Laura N. Rivera Meléndez
El País – El Nuevo Día, pag. 28

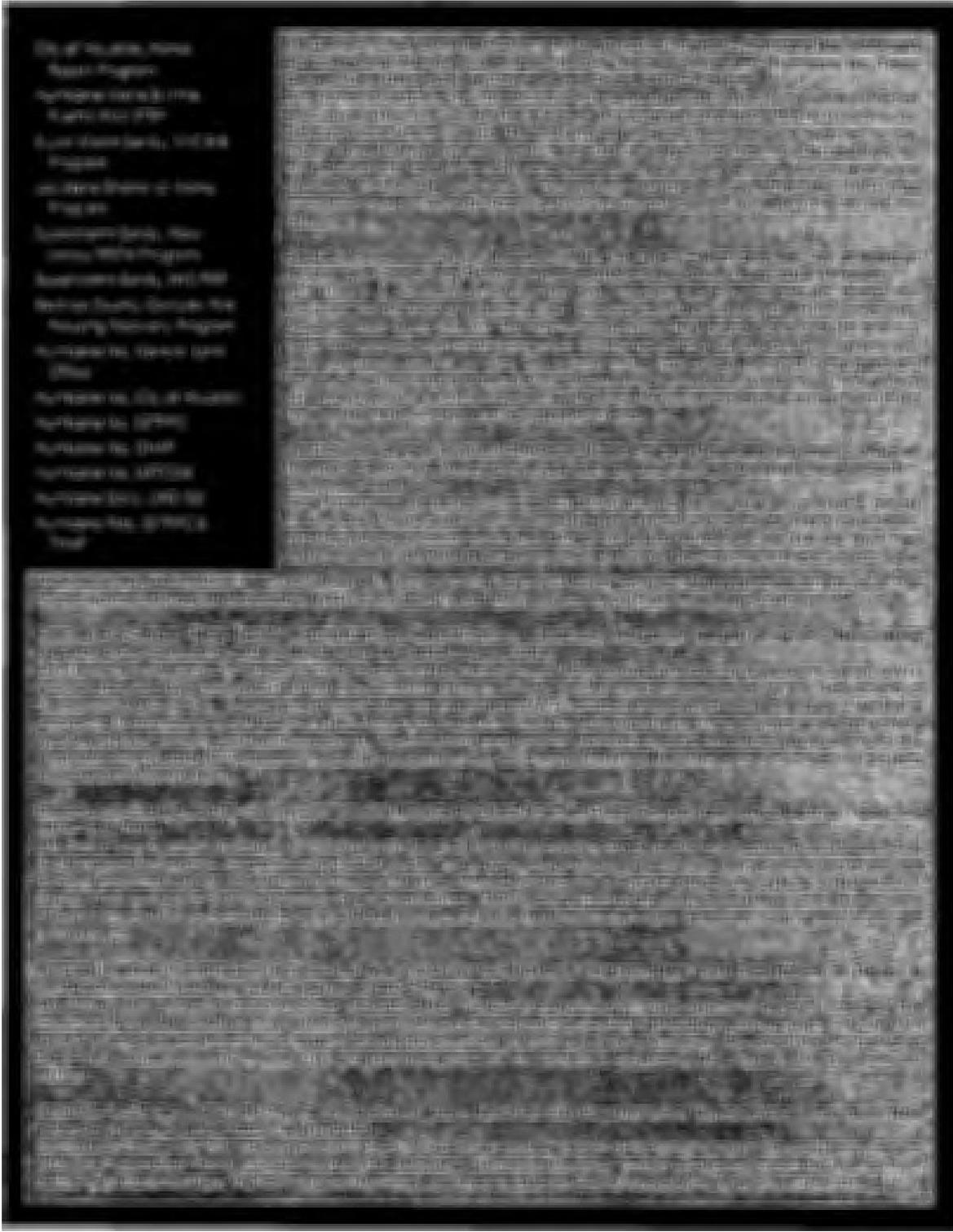
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Major Subcontractor Staff Resumes and Professional Information

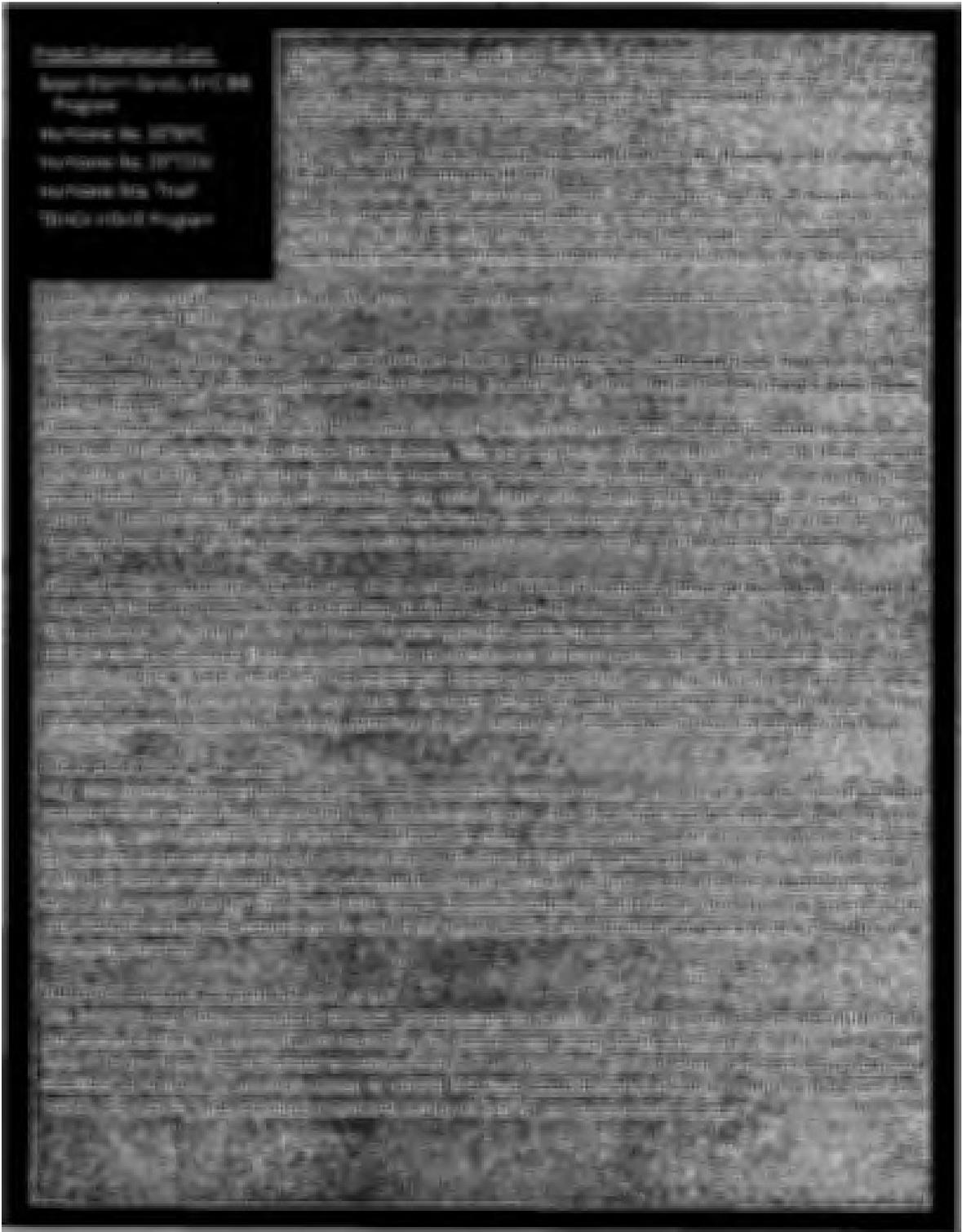
We have included resumes and professional information for our major construction subcontractor, James W. Turner Construction, on the following pages.

Joe

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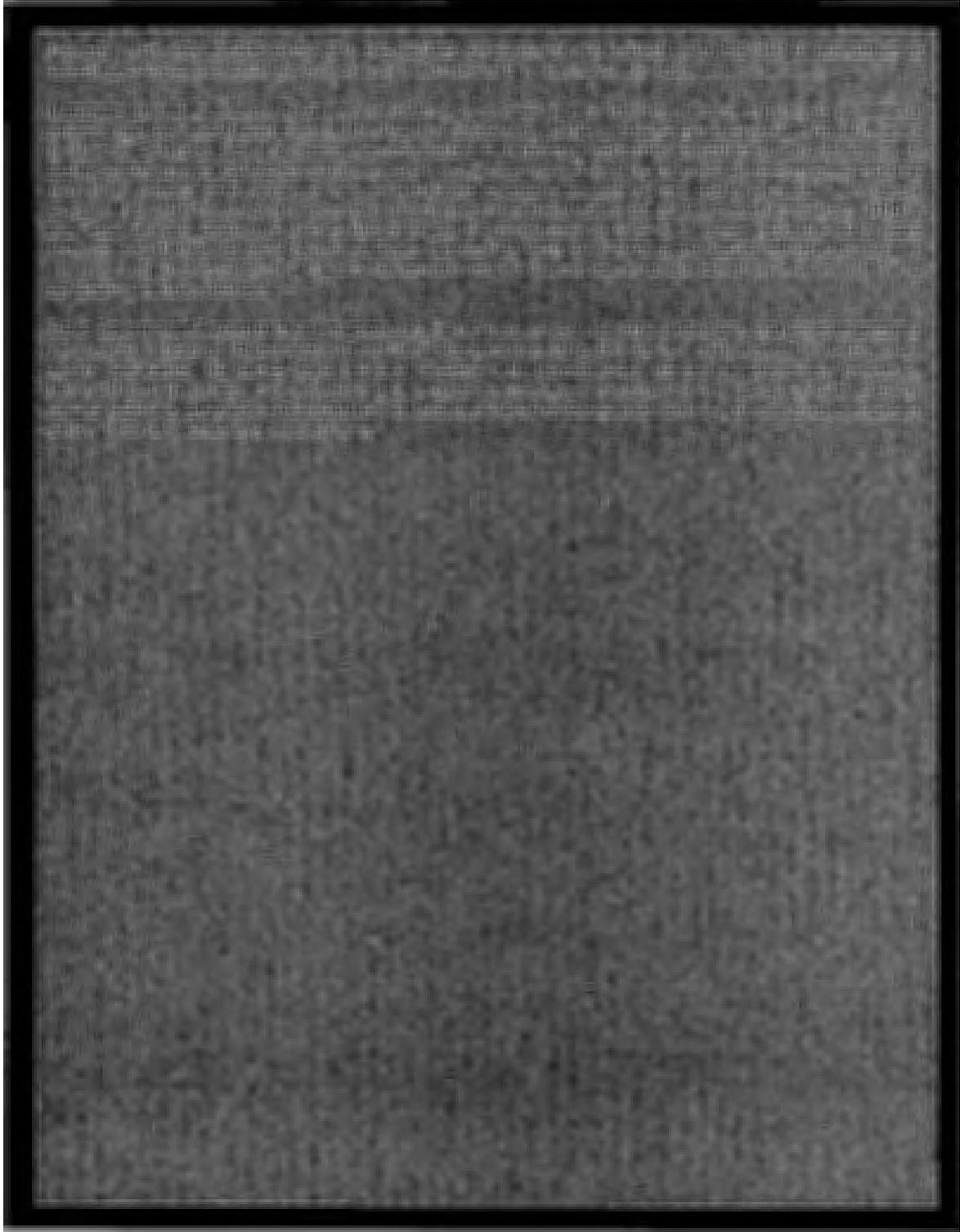
Public Housing Law
Section 100-10-1
Section 100-10-2
Section 100-10-3
Section 100-10-4

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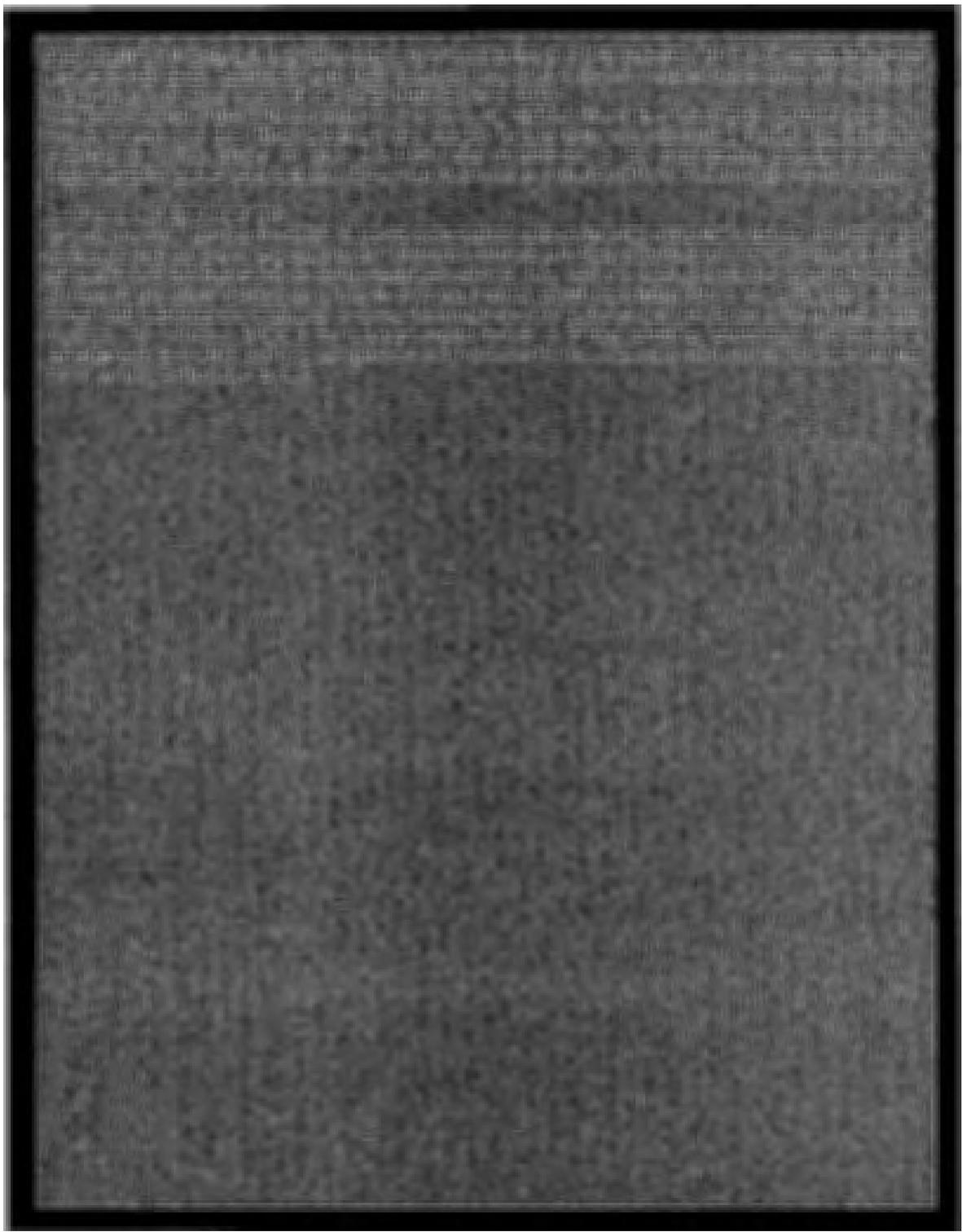


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Tab 6, Exhibit A-2

Work Approach

General experience and knowledge of local standards of design and construction in Puerto Rico.

Describe how we will ensure efficient integration of the design and construction components.



Lemoine Disaster Recovery's (LDR) team has significant

depth, capacity, knowledge and experience in design, inspections, and construction as well as local standards in Puerto Rico. Every firm on our team is either headquartered in Puerto Rico or has key staff that has worked on recovery programs in Puerto Rico. Lemoine Disaster Recovery's role as the General Contractor will ensure all homes are completed on time and to a quality standard while maintaining constant communication with the Program Manager and the Government of Puerto Rico as needed. We will accomplish this by leveraging our vast experience in construction which includes over \$260M in Rehabilitation Projects and nearly \$1B of publicly funded Projects including \$100M in FEMA and HUD CDBG funded projects to synchronize the efforts of our design, permitting, inspection and construction teams.



Leading the design effort is **Luis Gutierrez Architects (LGA)** founded in San Juan in 1986. Having designed several similar projects in Puerto Rico, as well as having staff that has taught architecture in universities in Puerto Rico, we believe LGA has demonstrated the requisite knowledge and experience to guarantee success. Their proven approach has resulted in customer satisfaction, excellent unity of effort with the General Contractor, and timely delivery of plans and specification.



Assisting LGA, is **CMA Architects and Engineers (CMA)**. CMA

brings 55 years of experience, has worked closely with LGA, and will function in a subcontractor role. CMA has over 90 professionals in their fields and will assist with design and permitting providing redundancy and additional depth should surges occur in developing plans and specifications. CMA's extensive experience in the residential market in Puerto Rico includes experts in permitting and Green Standards.



JW Turner Construction (JWTC), as Lemoine's lead

construction partner, brings a tremendous amount of FEMA and CDBG-DR construction experience to the team. With over 30 years of experience, JWTC has completed over 10,000 homes for the FEMA STEP Program in Puerto Rico known as "Tu Hogar Renace", demonstrating the ability to perform residential repairs in large quantity and in a timely manner. Additionally, JWTC has extensive CDBG-DR experience completing over 30,000 rehabilitation and reconstruction projects on several government programs.



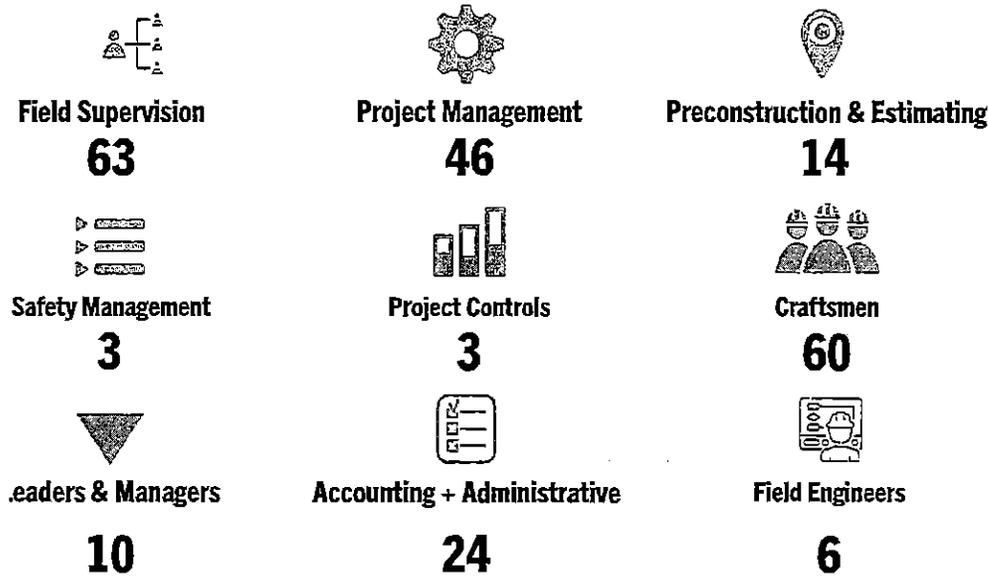
2M Associates is a full-service professional

engineering firm in Puerto Rico. They will assist Lemoine in ensuring compliance, and that methods and procedures meet the client's requirement. They will work along with Lemoine's quality team to ensure quality standards are kept constant throughout all subcontractors.

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DEPTH OF RESOURCES



The large size of R3 and the geographical dispersion will certainly present challenges for some construction contractors that lack the capacity of Lemoine.

Lemoine has managed multiple complex projects simultaneously and is well postured to effectively manage construction within the R3 Program. We ensure efficient integration of the design and construction component by senior leadership presence, effective use of technology, and extensive communication between the team members. Daily team huddles to facilitate fusion will be conducted to identify and resolve issues. Weekly synchronization meetings to identify potential areas of concern and to communicate program updates will be conducted.

Lemoine will utilize project specific software to track progress of houses in process and to facilitate coordination among team members. Each team function will have the capability to access the database and status milestones. Access of the database by all functional team members will ensure a common operating picture among all members of the Lemoine team and provide the Program Manager with near real time visibility.

Approach to ensure all local, state, and federal permit requirements applicable to R3 projects are met.

Luis Gutierrez Architects has designed several similar projects in Puerto Rico as well as having employees on staff that are subject matter experts in permitting. CMA Archi-

facts and Engineers will assist LGA in permitting and has key members on staff with significant experience in permitting. Lemoine will leverage its control systems comprising of technology, leadership, and a deliberate staff review process to ensure all local, state, and federal permit requirements are met.

Plan to ensure safety during demolition, abatement, and construction works.

Lemoine's Safety Mission: Send everyone home at the end of each day.

Safety is Lemoine's first Core Value. We are committed to a strong safety culture where measurable progress is made towards an injury-free environment for everyone. We educate and train our people

WTR

in all aspects of safety and pledge to never compromise safety for the sake of schedule or cost.

LIFE®, Lemoine's Injury Free Environment, ensures that safety is first in all that we do. LIFE® requires a greater involvement in project-site safety, from the boardroom to the field. We accomplish this by creating a greater awareness of the importance of safety through:

- planning, orientation and ongoing training
- establishing and adhering to employee hiring qualifiers
- providing a safe environment, equipment and protective gear
- maintaining a culture of personal accountability
- identifying appropriate performance metrics
- ensuring ongoing evaluation against benchmarks

Nothing is more important than ensuring the safety of our employees, clients, subcontractors, and the general public. We are committed

to providing an industry-leading health, safety and environmental (HSE) program and the leadership necessary to foster a strong and encompassing safety culture throughout the organization. The promotion of LIFE® and HSE policies, practices, and initiatives is a primary objective of management and employees at all levels.

The Lemoine Company recognizes its safety responsibility and is committed as a Federal Contractor to comply with safety procedures as required by OSHA, the Federal Acquisition Regulation (FAR), Unified Facilities Guide Specifications (UFGS), U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and/or other Federal safety requirements as appropriate and/or applicable and limited to the Executive Agency with whom the Contract is executed and where work is performed.

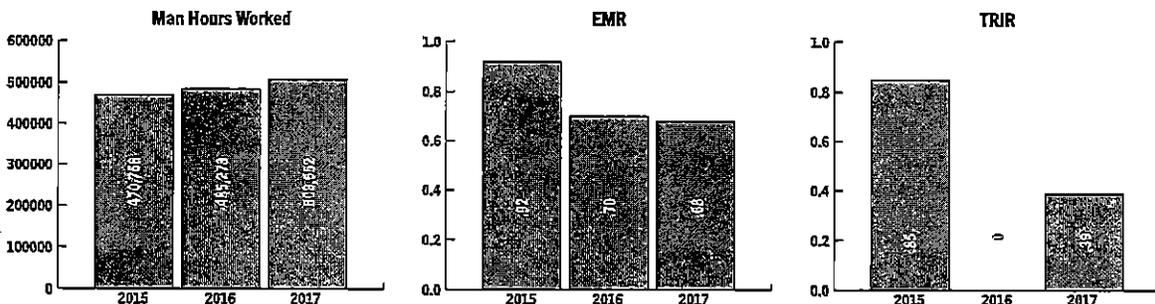
In addition to promoting LIFE® and HSE at all levels of the organization, Lemoine and its employees will adhere to all

obligations and do all that is reasonable and practical to prevent personal injury and property damage and protect people from foreseeable work hazards.

Lemoine actively pursues excellence in Construction Safety and maintains an outstanding record continuously surpassing national safety standards. Our organization has received multiple safety awards and recognition, including the prestigious Associated Builders and Contractors (ABC) Safety Training and Evaluation Process (STEP) Platinum and Gold Awards.

When incidents occur, we approach accountability in a way that benefits both the individual(s) and Lemoine as a whole. A thorough evaluation of the incident is completed, and preventative measures are enacted to avoid similar safety incidents. The event is recorded and disseminated throughout our entire organization, aiding in our culture of constant communication and progressive efforts.

SAFETY STATISTICS



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The Lemoine Company is committed to the safety of its employees. To this end, certain procedures and training requirements are mandatory for all field employees. Training must be conducted in a language the employee clearly understands.

Additional training will be completed by site supervision on a weekly/daily basis Job Safety Analysis (JSA's). Weekly safety meetings conducted by site supervision will be utilized to cover identified and coordinated additional training requirements.

The following are the minimum required safety training topics for field employees:

- New hire orientation
- OSHA 10-hour training
- 10-hour training must be conducted within 90 days of hire. This requirement may be difficult to meet for projects in remote locations. In these cases, the project safety team will decide on the best method to complete the OSHA 10-hour training requirement.
- OSHA 30-hour training and The Lemoine Safe Work Practices training.

All supervision and management (foreman, superintendents, assistant superintendents, PMs, APMs, estimators, operations managers, division managers, general superintendents, regional vice presidents and regional presidents) and field engineers

are required to complete the OSHA 30-hour program and The Lemoine Safe Work Practices training.

Additional training per scope of work includes, but not limited to:

- Aerial and Scissor Lift Operator
- Fork Lift Operator
- Scaffold User
- Confined Space Entrant/Attendant
- Fire Watch
- Qualified Rigger
- Qualified Crane Signal Person
- Lead/Silica/Asbestos Awareness
- Traffic Control Signal Person
- Respiratory Protection
- Powder Actuated Tools
- Excavation Training
- Hazard Recognition
- Hazcom/Chemical Recognition
- CPR/Basic First Aid (will include Level IV Carpenters)

Accidents, injuries and occupational illnesses must be reported by submitting the MSHA Form 7000-1 within 10 working days. Fatalities and serious incidents such as entrapment must be reported to MSHA immediately. When in doubt, all staff are to contact the Safety Manager. This requirement includes the determination of first aid versus medical treatment, any restricted days or days lost, as well as a thorough documented investigation.

These are Reportable (RPT) as Lost Time Accidents (LTA) categories that must be reported. Occupational illnesses also fall into one of these categories and can include hearing loss, pulmonary disease, as well as skin rashes, chemical reactions and other similar conditions. The 7000-1 files are inspectable and must be maintained for a period of five years. Failure to produce the files results in citations, civil penalties with a review to determine if a special assessment is warranted and, possibly, a comprehensive Part 50 audit by the inspector.

It is required to report the average number of employees, hours worked, production statistics and number of injuries four times per year. These quarterly reports, or MSHA Form 7000-2, are sent out by MSHA with a deadline to complete and send the forms back to the appropriate MSHA office. Separate forms may be required depending on where work is being performed. The contractor and mining company may coordinate the submission of their quarterly reports so that the mining firm submits the employment information for both entities. If this is the case, there must still be a separate Form 7000-2 for each.

In addition to the above standard of procedure, Lemoine provides real time statistical reporting of both positive and negative Safe Practice behavior using its web based Predictive Solutions software

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which is constantly updated by field team and management members remotely. This data is used to analyze and predict unsafe work in order to act and change behavior before an event occurs.

We have included our Safety stats for the past three years (2015, 2016, 2017) in the graphic depictions within this section.

Plan to ensure quality of design, demolition, abatement, and construction works. Ensure design, demolition, abatement, repair, and construction works are provided within Program cost caps and within schedules for performance.

Our entire team believes that the best projects come out of a synergetic relation between the architect, the consultant team, and the owner involved in the project. This holistic approach to consul-

tant collaboration and design between different disciplines makes projects more tailored to the client's requirements and better balanced in terms of the quality, time, and money spent. Numerous factors such as site, program, client brief, sustainability, and many others shape the development of the design from the start and it is their role as architects to interpret these into well-articulated three-dimensional solutions.

Design

LGA approaches this process with a multitude of tools including sketch models, three-dimensional computer models, sketches and various dynamic software, which allow for early approaches and costs to be tested. A team of selected specialist consultants form part of the design team from the early stages of every project in order to ensure that the preliminary approaches are optimized both

in terms of structure, energy, cost, and sustainability. LGA's clients are integral to this process through regular design meetings where the early approaches are reviewed, refined, and ultimately reduced to one conceptual solution.

Once the design direction has been established the project moves into the next program of design with the development of the basic building systems and the fine tuning of the architectural spaces. Here again the client is involved in all decisions regarding these systems as these have important significance not only in terms of the architecture and building performance, but also on the building comfort and future leasing parameters, building maintenance, operating cost, etc. The various building systems as developed by the design team form the infrastructure of the architectural form(s). The next step in the design process in-



CUSTOMER RATING FORM

COMMITTED TO CONTINUOUS IMPROVEMENT OF SERVING YOU - PLEASE RATE YOUR EXPERIENCE WITH LEADERS DESIGN RECOVERY (LDR) BY ANSWERING THE QUESTIONS BELOW.

PLEASE CHECK ONE

1. HOW SATISFIED ARE YOU WITH THE WORK LDR COMPLETED ON YOUR PROJECT?
 NOT SATISFIED SATISFIED

2. HOW LIKELY ARE YOU TO RECOMMEND LDR TO A FRIEND OR COLLEAGUE?
 NOT LIKELY LIKELY

3. HOW WOULD YOU RATE YOUR OVERALL CUSTOMER EXPERIENCE WITH LDR?
 EXCELLENT GOOD FAIR POOR

4. DO YOU HAVE ANY COMMENTS OR FEEDBACK TO SHARE WITH US?
My previous experience had exceeded my expectations and I would highly recommend LDR to anyone looking for a company to handle a renovation project. I am pleased with the work and the customer service I received. I would like to see LDR expand its services to include more projects in the area.

WE APPRECIATE YOUR FEEDBACK AND ARE HONORED TO HAVE THE OPPORTUNITY TO WORK WITH YOU ON YOUR HOME.



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volves the documentation and coordination of the building systems and the detailing of the various architectural elements and spaces. This stage is extremely important in order to produce a refined, well integrated and executed architectural project and Luis Gutierrez + Eco Architects pride themselves in both their meticulous attention to detail and their drive to deliver the highest quality products. Luis Gutierrez oversees and is intimately involved in all phases of design and production ensuring that clients always receive a final product which meets and exceeds their goals and aspirations.

Demolition, Abatement, Repair, and Construction Works

Assisting Luis Gutierrez Architects, as a subcontractor to the Lemoine Disaster Team, is CMA Architects & Engineers. They will provide their expertise in single and multi-family residential design, permitting, site and infrastructure work, and infrastructure offsite work.

Through the years, CMA Architects & Engineers has developed many residential projects that meet current code requirements and global tendencies, resulting in a well-rounded project that enhances the end user residential standards. Their staff encompasses over 90 professionals in the fields of architecture, planning, civil, transportation, water resources, environmental and electrical engineering, as well as cost estimating and construction

management. Specialty certifications such U.S. Green Building Council LEED and vast knowledge in federal housing regulations, makes this team an asset to any housing project. With over five decades of architectural, engineering design, permitting, inspection and construction management, CMA can provide clients with a well-rounded project, easing the challenges of project delivery from conception to execution.

Lemoine Disaster Recovery strives for continuous improvement and efficiency on all processes of the construction phases. This allows us to incorporate lessons learned and best practices into our day-to-day operations. Our overall project management will be of utmost importance to the success of this program, ensuring Owners return to their homes and communities as soon as possible.

- Lemoine Disaster Recovery's Project Executive, Will Rachal, will oversee the structure of our delivery. Will's expertise resides in both the State and Private sectors of Disaster Recovery Programs. During his tenure at GOHSEP, he managed the recovery of 7 disasters. Will recently served as the Program Manager to the State of Texas' short-term Recovery Program known as (STEP) PREPS following Hurricane Harvey. Will also assisted the Public Housing Administration for the

Government of Puerto Rico organize and develop their STEP Program following Hurricane Maria.

- The program's design and construction operations will be led by Andrew Sexton. Andrew's experience includes delivering on the program commitments of Louisiana Shelter at Home Program for 1,100 assignments. Andrew also led a team in the Texas PREPS program in 2018 to successful completion of 1,435 assignments. Andrew will handle and oversee all field operations including, but not limited to, execution of work, staffing, equipment, and closeout. All field operations/superintendents will report to Andrew daily on the effectiveness of the work at each home.
- Permitting and Procurement will be led by Edmundo Colan Arizmendi, PE (Permitting) and Mark R. Broussard (Procurement). They will be key to ensure our program's success through collaboration with the Program Manager and best understanding of Emergency Management programs. They will handle and oversee all logistical setup including, but not limited to, damage assessment teams, Task Orders, data analytics, and financials.
- Manuel I. Zequeira, PE will lead the construction ef-

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A signature that appears to be "Jose" with a flourish.
The initials "W M" written in a stylized, slanted font.

fort, working closely with the owner, architects, and subcontractors. He will ensure that the projects remain on schedule and within budget.

Data management will all be handled with our detailed software platform as required. Our team will institute quality control and production systems to ensure all home conditions are properly documented along with real time production analysis to meet Task Order requirements. We will meet all program required reporting and we will also manage internal and downstream data daily.

All changes in policy and procedures will be handled in collaboration with the Program Manager. Our team will anticipate problems and render creative and feasible solutions daily to meet program goals and return homeowners to their homes quickly. The results of our work on previous programs prove these capabilities.

We are committed to leveraging our local resources and local relationships to commence work immediately upon execution of the contract.

Lemoine Disaster Recovery's financial strength and stability allows us to utilize a method of "Bulk Purchasing" of materials. Bulk Purchasing enables our crews to capitalize on a more efficient procurement process, resulting in faster

completion of assignments.

The effectiveness of our approach, through our Project Management Controls Systems (PMCS), is proven in all the projects that we undertake at Lemoine. We focus on Process Improvement in our delivery of work in the communities we serve every day.

Reporting will be executed in collaboration with the Program Management team for consistent and timely transmission of data to meet the requirements of the Government of Puerto Rico, HUD, and the Program Manager. Task Order progress will be reported in accordance with the Government of Puerto Rico or the Program Manager's guidance. As work is completed, requests for inspections and invoicing will be submitted.

Project Controls will be conducted in real time with the implementation of daily tracking software and reporting programs.

It is critical to the project success to establish at the earliest stage of the assignment, Project Controls and Procedural Guidelines directed towards enhancing communications and cooperation and the Project Team. The areas of highest priority to establish Project Controls generally can be defined as:

- Document Control
- Communications
- Cost Control
- Schedule Control

Our approach to processes and reporting, which we believe is another key to success on all our disaster recovery projects, includes:

- Program Manager Assessment Meetings
- Daily Implementation/ Problem Solving
- Planning and Scheduling
- Quality Control Plan
- Pre-Installation Meetings
- Testing
- Field Survey/Dimensional Control
- Material Tracking Log

Lemoine Disaster Recovery utilizes meeting rhythms and daily huddles to address current and future issues for each program we serve. We monitor daily metrics and adjust materials and resources to improve efficiency, resulting in maximized completions for our team.

With 230+ employees in five office locations, our team has been built to ensure vast experience through all phases of construction. With this extensive pool of resources, our team staffing opportunities are agile and expansive, ensuring the project remains properly staffed throughout the duration.

We have completed a comprehensive review of CDBG-DR-RFP-2018-09 and understand the requirements set forth. We are confident our experience, resources, project controls and disciplined approach will deliver an excellent work product to the

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Government of Puerto Rico's Department of Housing.

Delivering the highest quality of workmanship and customer services is a daily goal for our team and are very proud that customers have shared their feelings of joy with us, as seen in the Customer Rating Form image at left.

We have proven ability to add qualified staff to a project of this dynamic nature. All project staff associated with this project are available immediately. Additional staff members will be added as necessary to ensure the success of the program.

Approach to ensure applicant complaints and warranty issues are properly managed and resolved.

Lemoine will utilize a software solution that will entail "trouble tickets" being generated for complaints and warranty claims. This system will allow Lemoine to receive warranty claims from Program Management personnel, or directly from the applicant if necessary.

Warranty claims will be evaluated by the warranty manager, if valid, the warranty manager will forward to the superintendent who will direct crews to make necessary repairs. If the warranty claim is not deemed valid, the warranty manager will contact the program manager or applicant (as determined by the Program) to inquire further information. The warranty manager will be the clearinghouse for all warranty claims ensuring superintendents and work crews have completed the documentation cycle when repairs are completed. As part of weekly functional manager meetings, warranty claims and their status will be briefed to the Senior Project Manager to ensure synchronization of effort and that addressing applicant warranty claims always has senior management visibility. If any warranty claims, such as roof leaking (10 years), occurs beyond the contract period, Lemoine will utilize archived data from its warranty management suite and coordinate with local teaming partners to assist in hiring qualified repair contractors.

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Tab 7, Exhibit A-2

Conceptual Design Submission (Single-Story 3-Bedroom Model Home)

SINGLE-STORY 3-BEDROOM MODEL HOME Design Narrative

Design Concept: Design for this house is inspired in typical Puerto Rican modern typologies of the fifties and sixties. With overhangs, operable aluminum windows and minimal, yet meaningful details, the design for this house will deal with contemporary issues of sustainability and energy efficiency with traditional techniques, like allowing for cross ventilation. Other simple yet culturally appealing details that will be included in this house are the vertical elements that, while defining the balcony space, also serve as a shade structure, and the low concrete wall cast with a corrugated panel that adds texture and interest to the front façade. This house complies with basic accessibility standards but is easily modifiable to allow for bigger bathroom spaces if required by the future owner. Finally, as seen in the conceptual renders, the house is designed to allow owners to incorporate colors of their choosing, while maintaining a clear and defined aesthetic.

Codes: This house will comply with IBC 2018 with the approved state amendments, which is the recently approved building code in Puerto Rico. Likewise, it will comply with all codes and regulations stated in CDBG-DR-RFP-2018-09.

Materials: As required in CDBG-DR-RFP-2018-09, this house will be built primarily out of cast in place concrete and interior partitions will be built with CMU bricks. Windows and exterior doors will be made with powder coated aluminum and where applicable, laminated, impact resistant glass. Other materials used in this house will be wood for interior doors, laminated panels for kitchen cabinetry and ceramic tile floors.

Space Provided and Layout Function: This house will provide the owners with enough space and amenities to live

a healthy and productive life. Rooms will provide enough space to accommodate a typical room furniture layout with bed, dresser and bedside table. There is a full bathroom in the hallway and another accessible from the Master Bedroom. Within the hallway space, there will be a closet big enough and roughed in to fit a stacked Washer/Dryer Combination unit; there is also a smaller linen closet. The kitchen is spacious enough to allow for homeowners to improve the basic layout over time, without having to undergo major construction. Living and Dining room space are adjacent to one another in a free plan format to allow for maximum flexibility.

Construction Materials: The main structure, exterior walls, floors and roofs will be constructed out of poured in place concrete.

Construction Method: The simple plan organization and modular spacing of walls, could allow for using pre-made steel formwork that can accelerate construction time. Because of the materials chosen for construction, traditional and common methods of construction will also be used.

Energy Efficiency and Water Conservation: This house will allow for cross ventilation which is a traditional form of passive cooling. The roof is designed to be at nine feet to keep the warm air and conductive and radiant heat from the roof as far as possible from the livable space. Besides the required cistern and solar water heater, also energy and water conservation strategies, low flow toilets and faucets shall be installed as water saving measures.

Sustainability: Besides the already mentioned Energy Efficiency and Water Conservation strategies, other sustainability issues that will be addressed through design and construction of this model house are material sourcing, waste management practices during demolition and construction, indoor air quality and low-VOC emitting paints and caulks,

and heat island effect caused by the chosen roof sealant.

Construction Time: The construction schedule/timeframe will be in accordance and compliance with the Puerto Rico Department of Housing's guidelines.

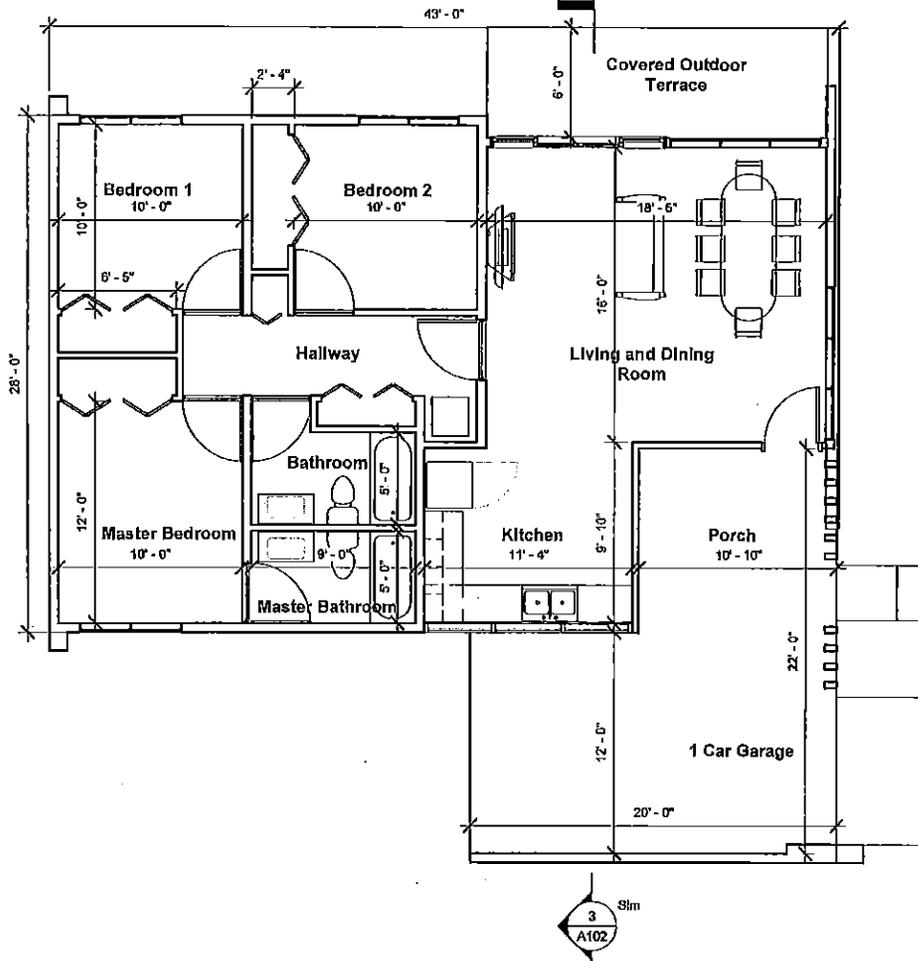
Compliance with Green Standards: As required by CDBG-DR-RFP-2018-09, which in turn requires compliance with Federal Register 83 FR 5844, will adopt the LEED HOMES standard as the sustainability guide and pursue a certifiable building.

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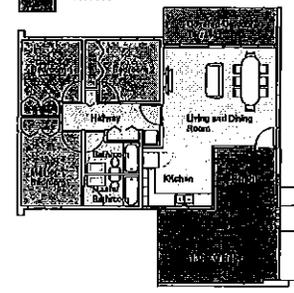
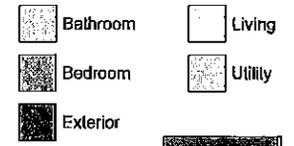
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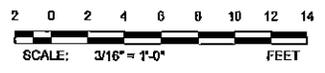
① Level 1
3/16" = 1'-0"

Room Key



Interior		
Name	Area	Level
Master Bedroom	138 SF	Level 1
Bedroom 1	118 SF	Level 1
Bedroom 2	120 SF	Level 1
Master Bedroom	46 SF	Level 1
Bathroom	51 SF	Level 1
Kitchen	108 SF	Level 1
Living and Dining Room	289 SF	Level 1
Hallway	94 SF	Level 1
Total	969 SF	
Exterior		
Name	Area	Level
Porch	106 SF	Level 1
1 Car Garage	237 SF	Level 1
Covered Outdoor Terrace	111 SF	Level 1
Total	453 SF	

Grand Total: 1,422 SF




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 Escondido Aptos 2644
 San Juan, PR 00907
 www.luisgutierrezarch.com

+


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 ARCHITECTURE • LANDSCAPE ARCHITECTURE • DESIGN
 ENGINEERING • CONSULTING • PLANNING

50 Calle Mayagüez, San Juan
 PR 00917 787-764-0610

One Story House Floor Plan + Room Legend

3-Room Model House

CDBG-DR-RFP-2018-09

PR Department of Housing

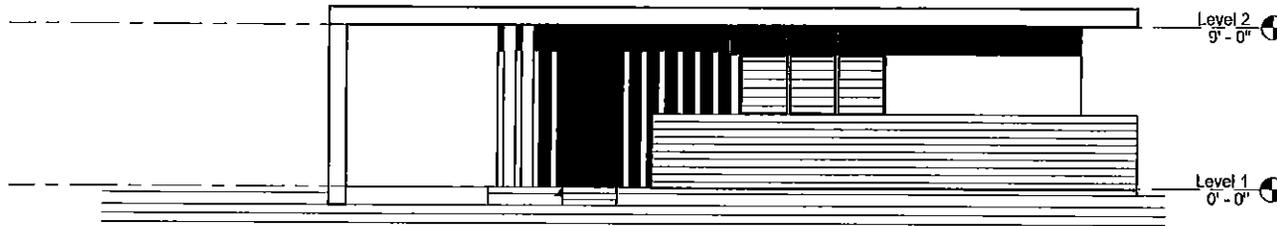
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 House/2018.09 - LG/BA House - 2.rvt
 Date: 12/13/2018 Scale: As Indicated
 Sheet:

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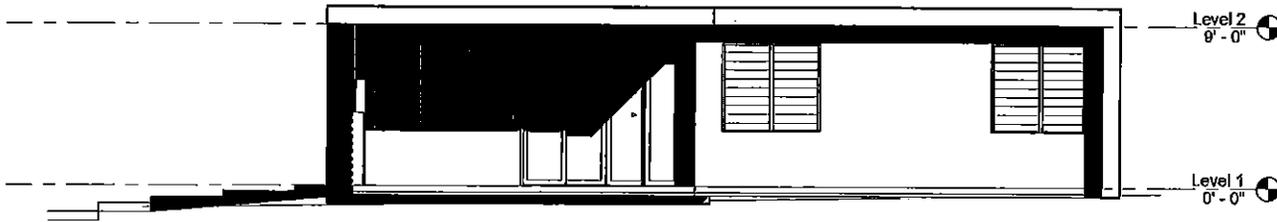
Project # 2018.25
 Drawn by MIB
 Check List by ERC1

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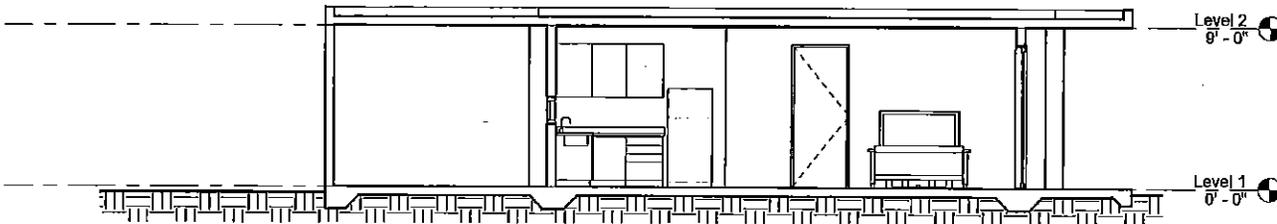
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① Front Elevation
3/16" = 1'-0"



② Side Elevation
3/16" = 1'-0"



③ Section
3/16" = 1'-0"



Luis Gutiérrez Architects
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One Story House Elevations + Section
3-Room Model House
CDBG-DR-RFP-2018-09
PR Department of Housing

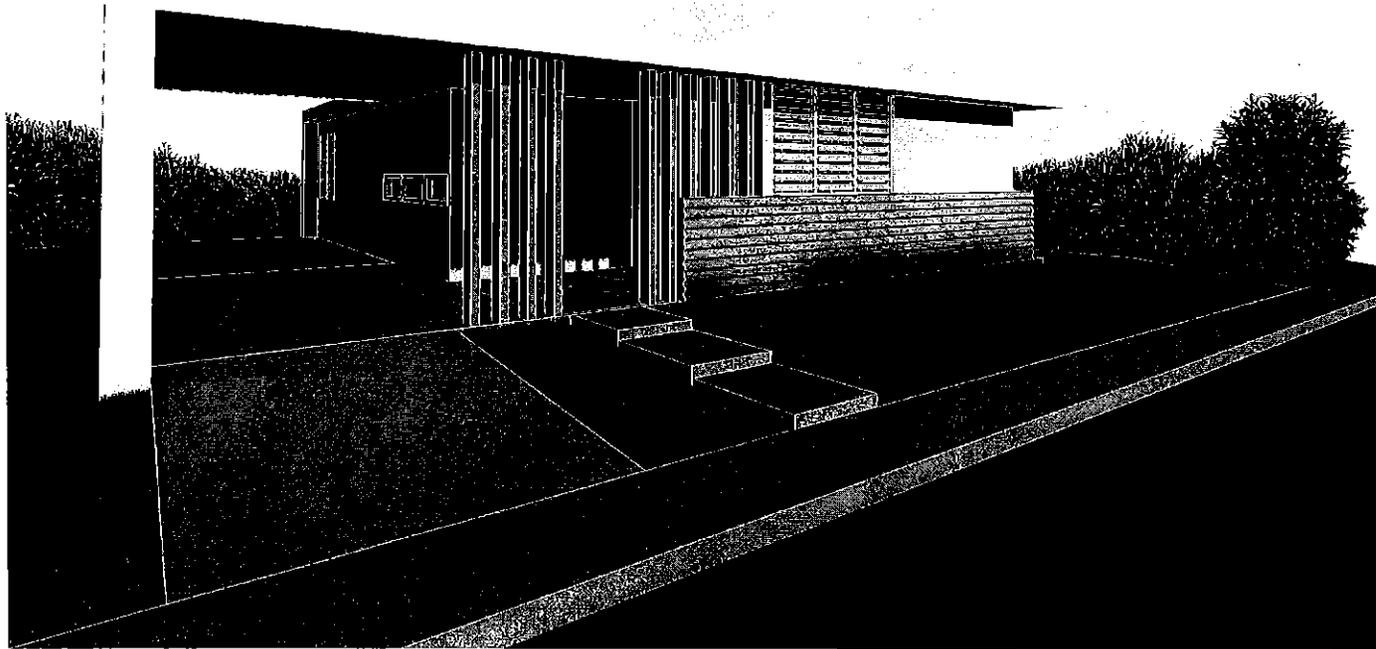
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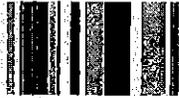
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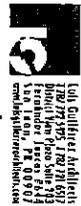
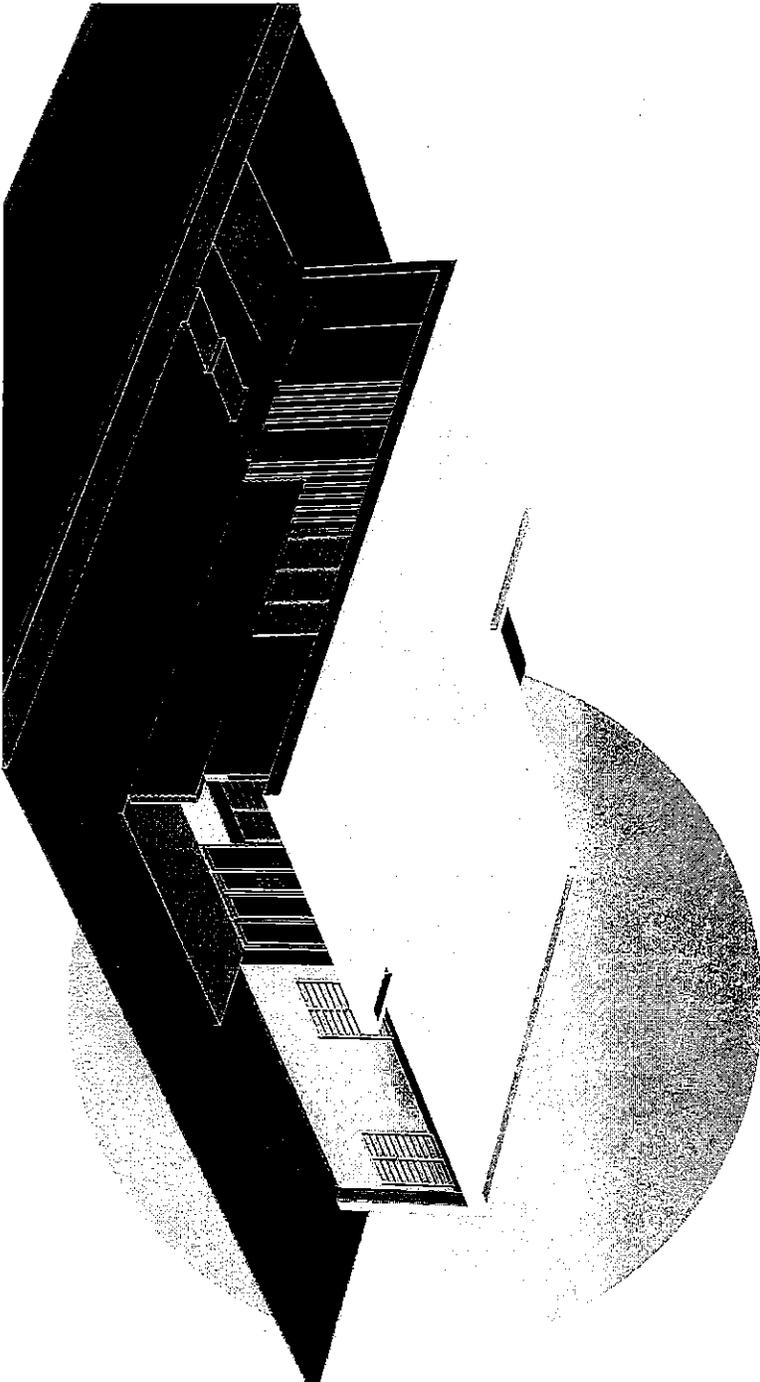

 Luis Gullerrez Architects
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Front View
 3-Room Model House
 CDBG-DR-RFP-2018-09
 PR Department of Housing

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 Checked by: LGA



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Aerial View

3-Room Model House
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 PR Department of Housing

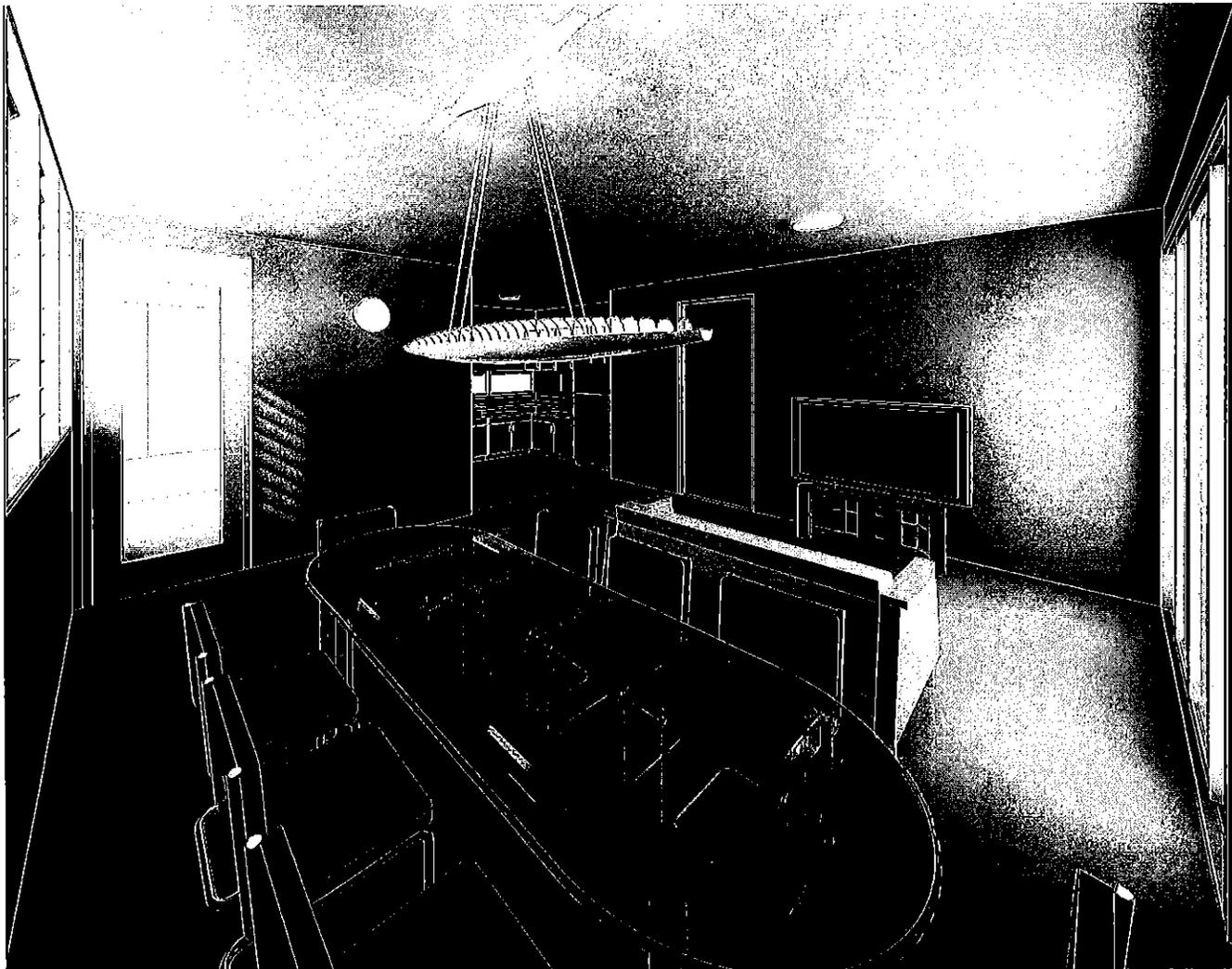
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Client	PR Department of Housing
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Checked By	LGA

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Interior View	3-Room Model House	CDBG-DR-RFP-2018-09	PR Department of Housing
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Tab 8, Exhibit A-2

Conceptual Design Submission (Two-Story 3-Bedroom Model Home)

TWO-STORY 3-BEDROOM MODEL HOME Design Narrative

Design Concept: Design for this house is inspired in the conceptual understanding of the basic house form; the A-frame. This two-story house is designed as a single volume, exterior walls and roof, that houses the living environment. This house, although very compact in lot occupation, is as comfortable and efficient as can be. Circulation space has been minimized in order to provide the most amount of livable space possible. With high ceilings, operable aluminum windows and minimal, yet meaningful details, the design for this house will deal with contemporary issues of sustainability and energy efficiency with traditional techniques, like allowing for cross ventilation. Another simple yet culturally appealing detail that will be included in this house are the vertical elements that, while defining the balcony space, also serve as a shade structure. This house complies with basic accessibility standards but is easily modifiable to allow for bigger bathroom spaces if required by the future owner. Finally, as seen in the conceptual renders, the house is designed to allow owners to incorporate colors of their choosing, while maintaining a clear and defined aesthetic.

Codes: This house will comply with IBC 2018 with the approved state amendments, which is the recently approved building code in Puerto Rico. Likewise, it will comply with all codes and regulations stated in CDBG-DR-RFP-2018-09.

Materials: As required in CDBG-DR-RFP-2018-09, this house will be built primarily out of cast in place concrete and interior partitions will be built with CMU bricks. Windows and exterior doors will be made with powder coated aluminum and where applicable, laminated, impact resistant glass. Other materials used in this house will be wood for interior doors, laminated panels for kitchen cabinetry and ceramic tile floors.

Space Provided and Layout Function: This house will provide the owners with enough space and amenities to live a healthy and productive life. Rooms will provide enough space to accommodate a typical room furniture layout with bed, dresser and bedside table. There is a full bathroom in the hallway and another accessible from the Master Bedroom. Within the hallway space, there will be a closet big enough and roughed in to fit a stacked washer/Dryer Combination unit; there is also a smaller linen closet. The kitchen is spacious enough to allow for homeowners to improve the basic layout over time, without having to undergo major construction. Living and Dining room space are adjacent to one another in a free plan format to allow for maximum flexibility.

Construction Materials: The main structure, exterior walls, floors and roofs will be constructed out of poured in place concrete.

Construction Method: The simple plan organization and modular spacing of walls, could allow for using pre-made steel formwork that can accelerate construction time. Because of the materials chosen for construction, traditional and common methods of construction will also be used.

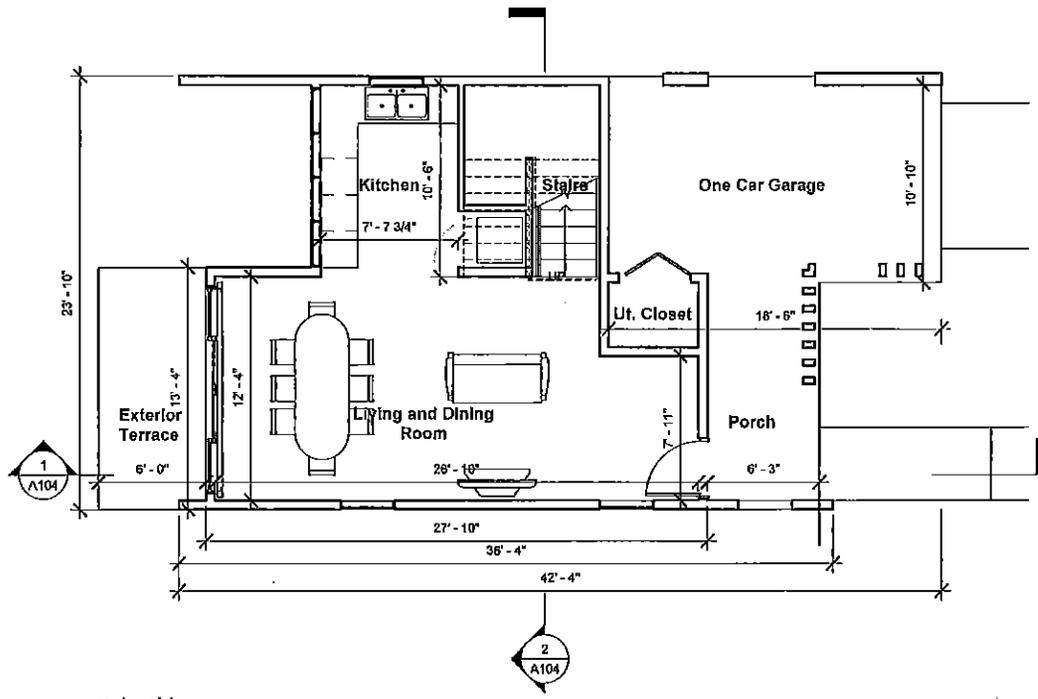
Energy efficiency and Water Conservation: This house will allow for cross ventilation which is a traditional form of passive cooling. The pitched roof is high enough to keep the warm air and conductive and radiant heat from the roof as far as possible from the livable space. Besides the required cistern and solar water heater, also energy and water conservation strategies, low flow toilets and faucets shall be installed as water saving measures. Also Roughing pipes to connect a future solar system will be provided.

Sustainability: Besides the already mentioned Energy Efficiency and Water Conservation strategies, other sustainability issues that will be addressed through design and con-

struction of this model house are material sourcing, waste management practices during demolition and construction, indoor air quality and low-VOC emitting paints and caulks, and heat island effect caused by the chosen roof sealant.

Construction Time: The construction schedule/timeframe will be in accordance and compliance with the Puerto Rico Department of Housing's guidelines.

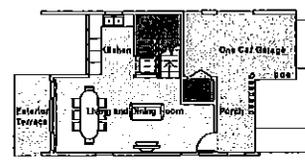
Compliance with Green Standards: As required by CDBG-DR-RFP-2018-09, which in turn requires compliance with Federal Register 83 FR 5844, will adopt the LEED HOMES standard as the sustainability guide and pursue a certifiable building.



① Level 1
3/16" = 1'-0"

Room Key

- Exterior
- Living
- Utility

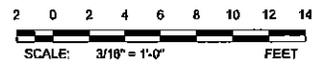


Interior		
Name	Area	Level
Kitchen	92 SF	Level 1
Living and Dining Room	307 SF	Level 1
Slabs	63 SF	Level 1
Ut. Closet	18 SF	Level 1

Bedroom 2	117 SF	Level 2
Bedroom 1	116 SF	Level 2
Bathroom	66 SF	Level 2
Master Bathroom	41 SF	Level 2
Master Bedroom	163 SF	Level 2
Hallway	66 SF	Level 2
Total	1037 SF	

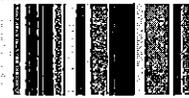
Exterior		
Name	Area	Level
One Car Garage	185 SF	Level 1
Porch	70 SF	Level 1
Exterior Terrace	79 SF	Level 1
Total	344 SF	

Grand Total: 1,381 SF




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Two Story House Floor Plan 1 + Room Legend

2 Story 3-Bedroom House

CDBG-DR-RFP-2018-09

PR Department of Housing

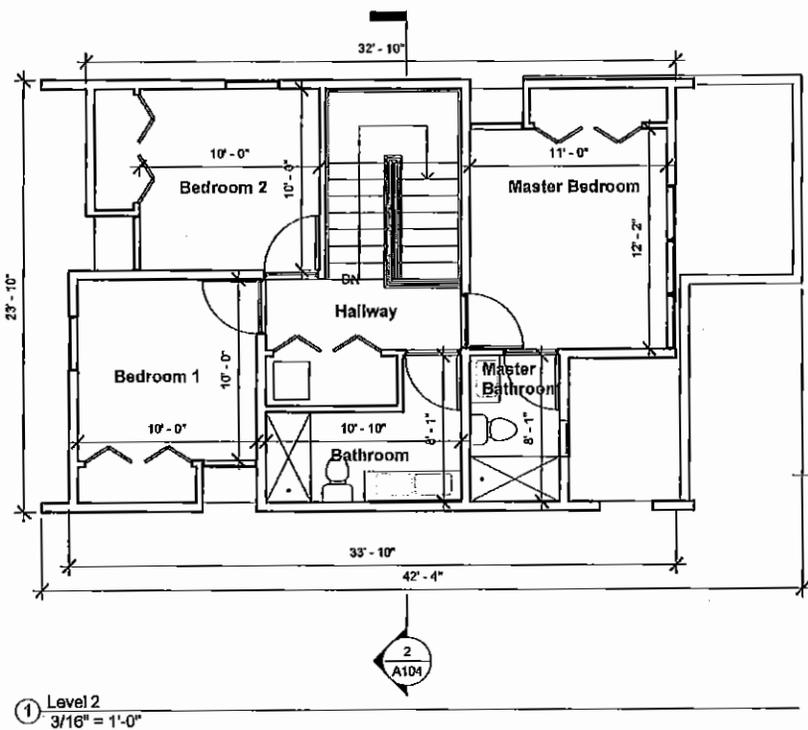
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 HOUSE 001825-102 HOUSE 2 floor A101

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 Checked by: Checker

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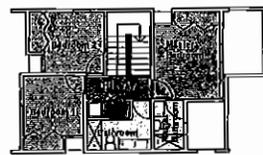
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① Level 2
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Room Key

-  Bathroom
-  Bedroom
-  Utility



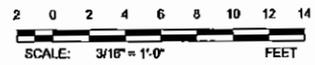
luis Culleré Architects
 1/877 777 5495, F/787 721 6517
 Distrito Viejo Ponce, San Juan 763
 San Juan, P.R. 00917
 luis@luisculere.com

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Two Story House Floor Plan 2 + Room
 Legend
 2 Story 3-Bedroom House
 CDBG-DR-RFP-2018-09
 PR Department of Housing

The HomeLabs, L.L.C. / Culleré / 2018.03 - LG FEMA
 Home/2018.03 - LG FEMA House 2 Room
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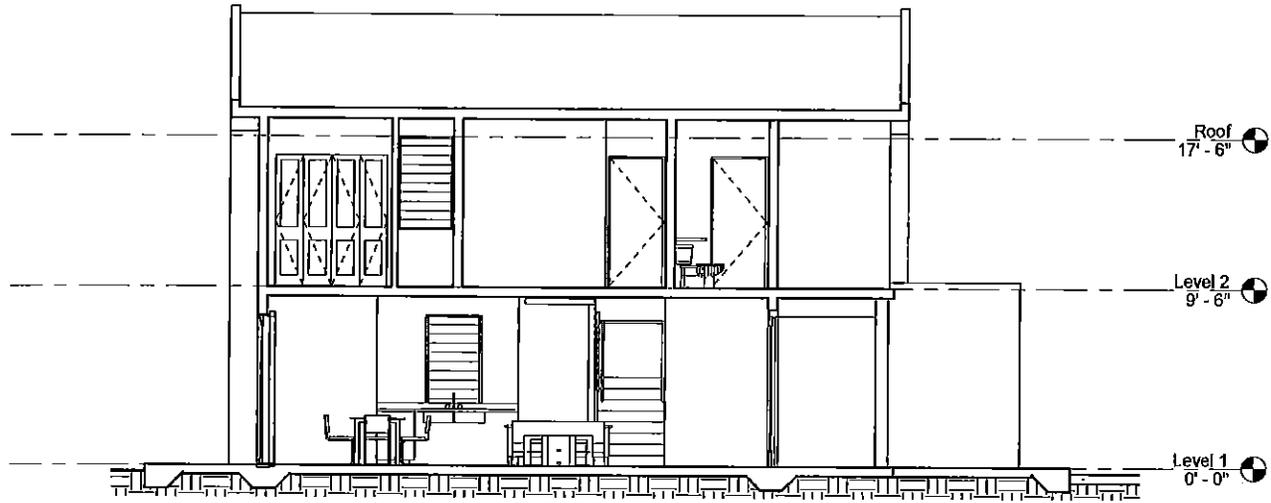
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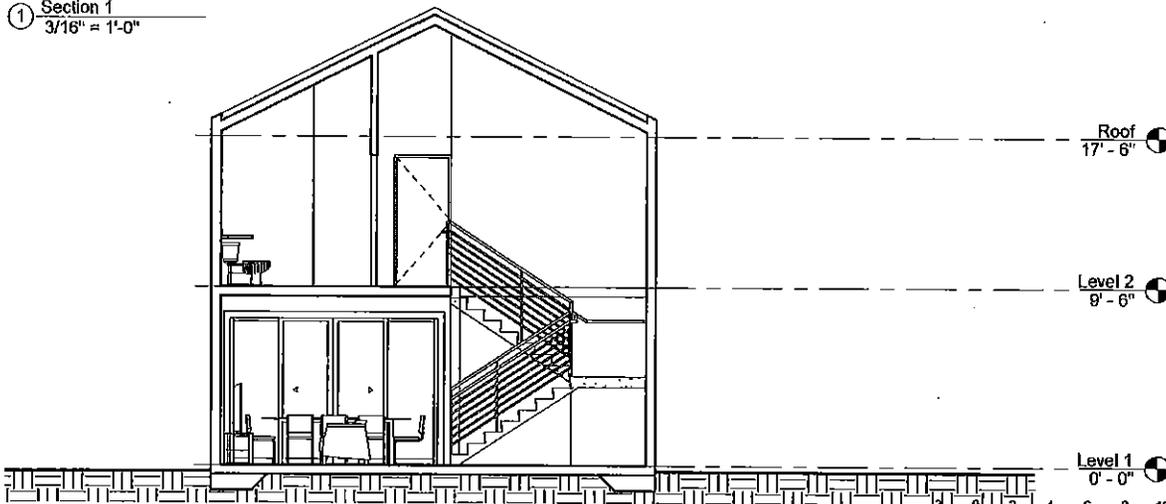

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 787 721 5115, 727 721 6517
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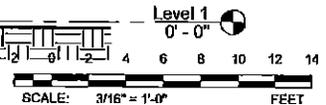

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① Section 1
3/16" = 1'-0"



② Section 2
3/16" = 1'-0"



Two Story House Sections
 2 Story 3-Bedroom House
 CDBG-DR-RFP-2018-09
 PR Department of Housing

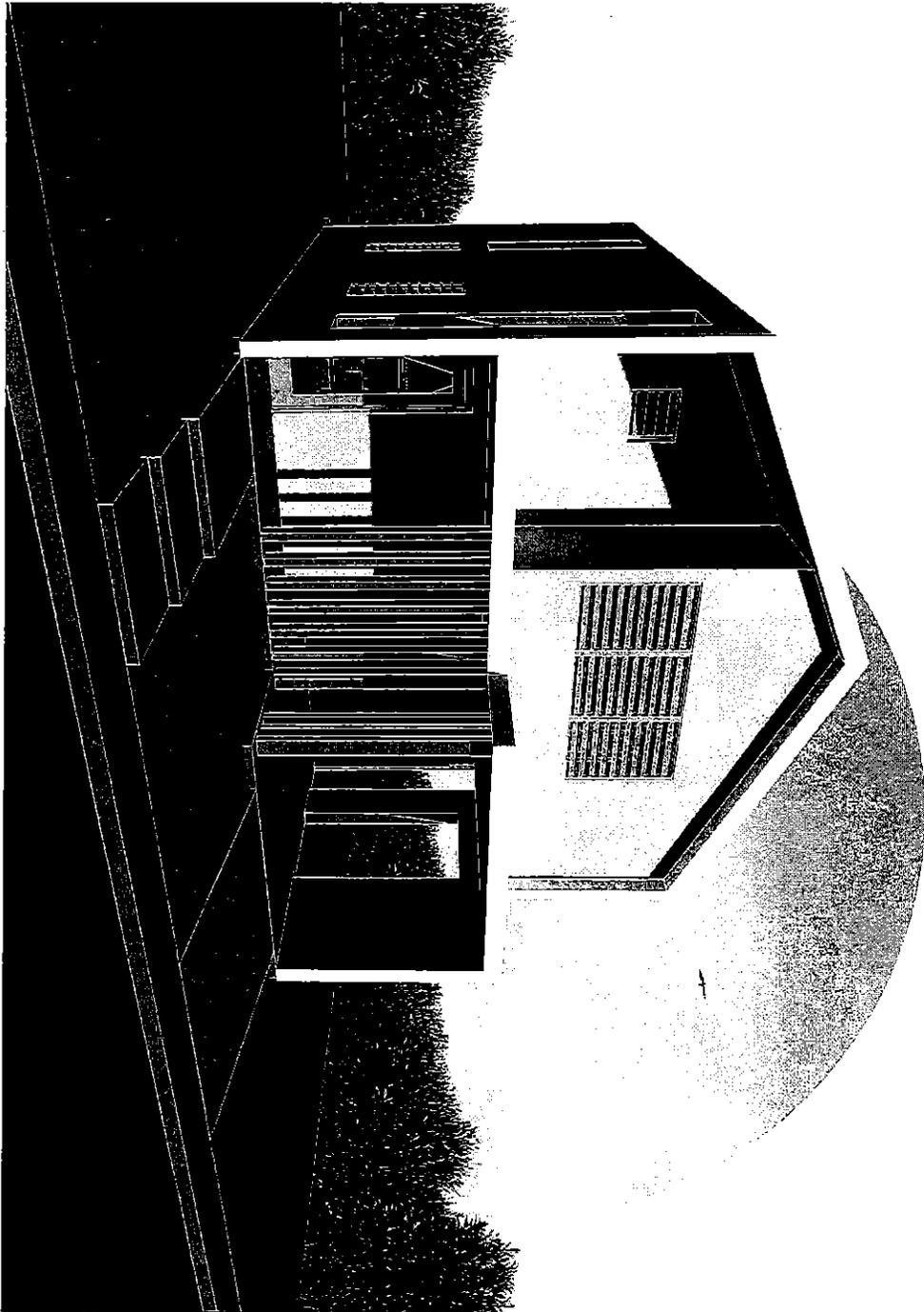
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Front View

2 Story 3-Bedroom House

CDBG-DR-RFP-2018-09

PR Department of Housing

For Pricing Use Order #0105-1076A
 1000010105-1076A House 2 Story

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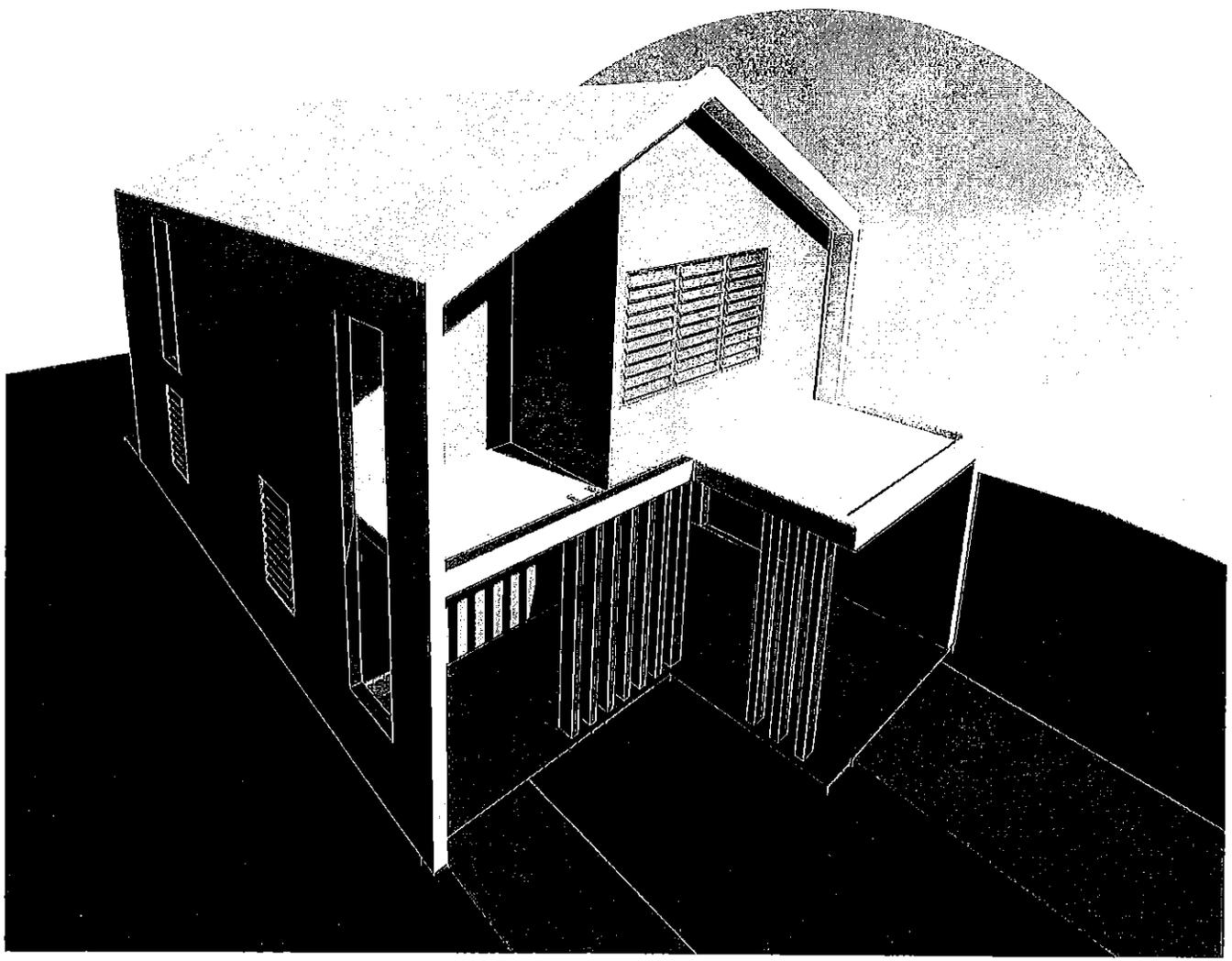
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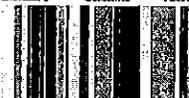


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Front Aerial View
2 Story 3-Bedroom House
CDBG-DR-RFP-2018-09
PR Department of Housing

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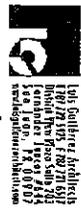
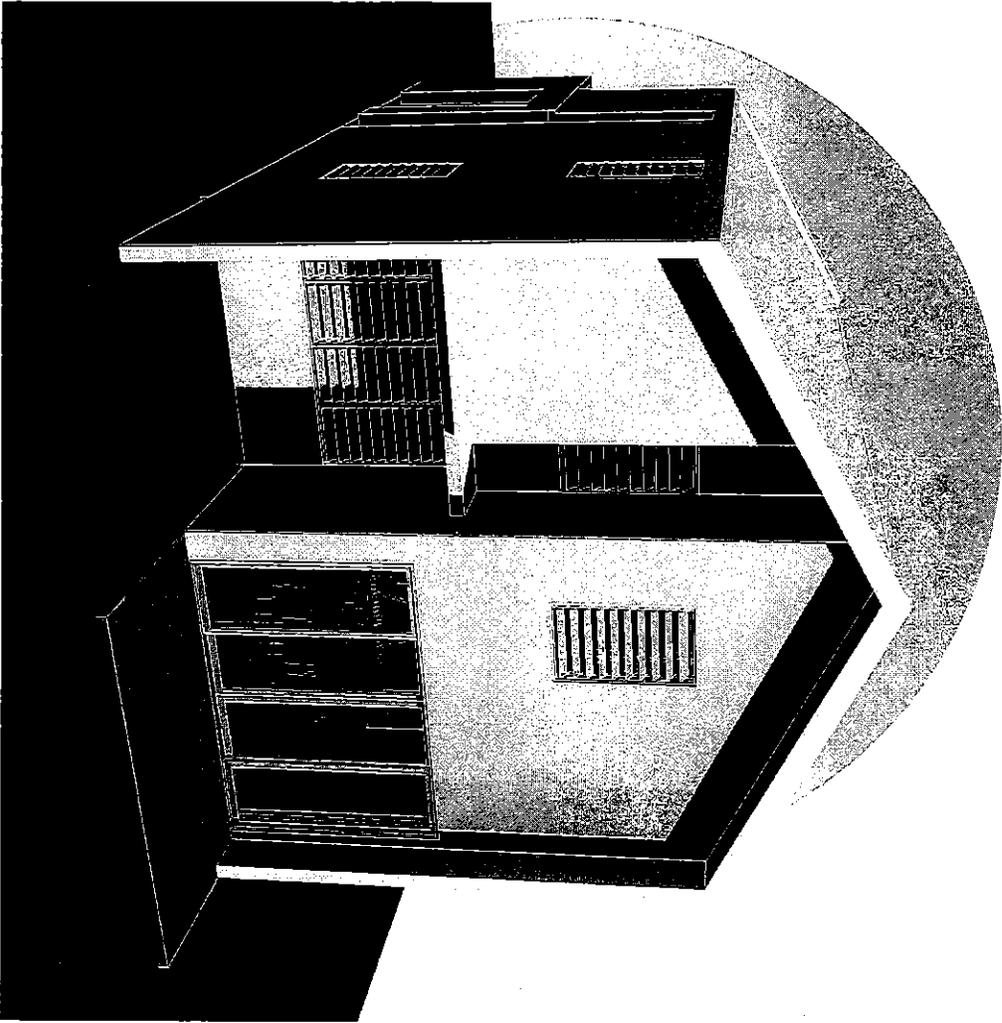
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Project # 2018.25
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L&S Building Architects, Inc.
 10001 Old Highway 98
 Suite 200
 San Juan, PR 00911
 Tel: 787-764-0010
 Fax: 787-764-0011

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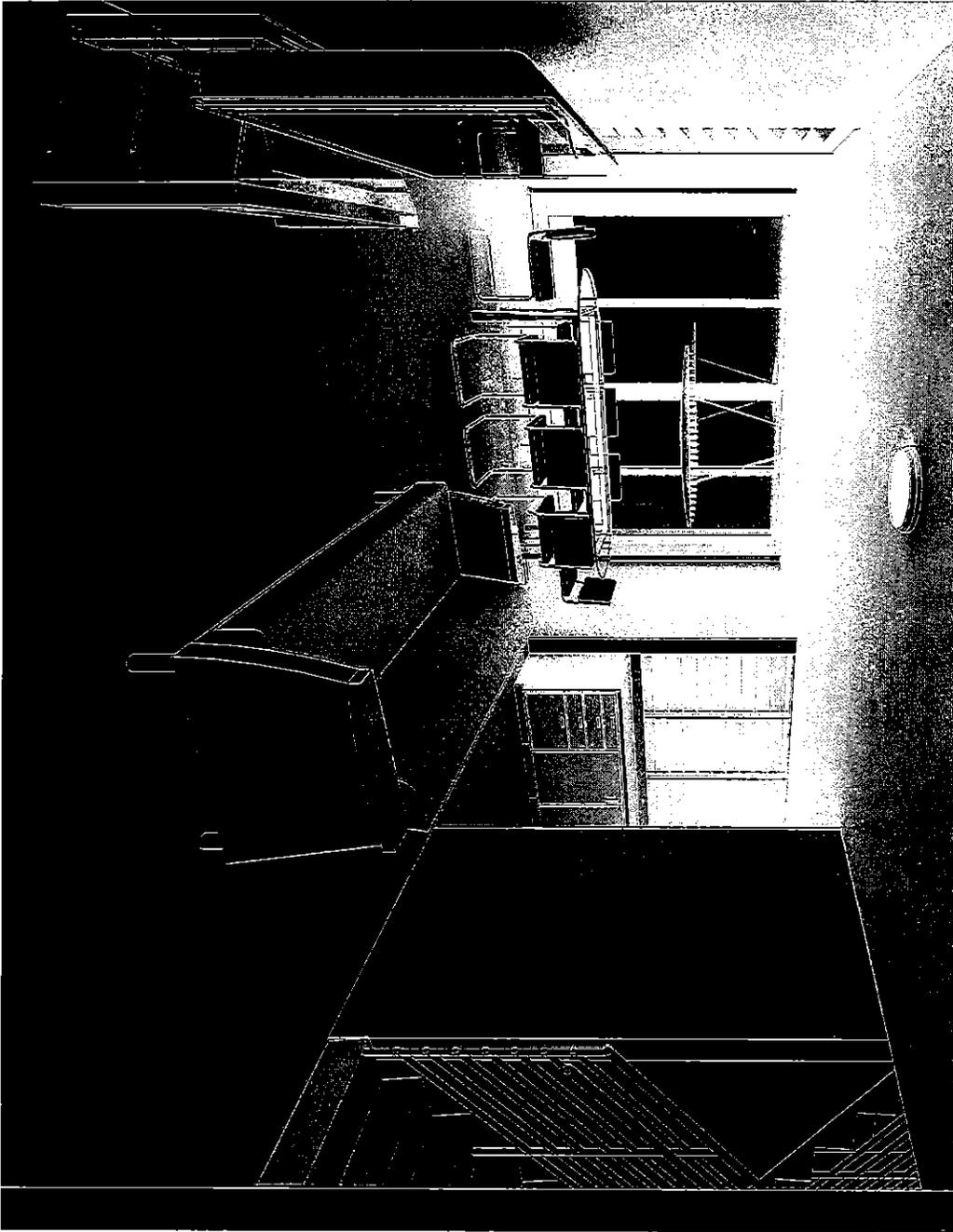
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Rear Aerial View
 2 Story 3-Bedroom House
 CDBG-DR-RFP-2018-09
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The Project: L&S Building Architects, Inc.
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 Model
 Project # A107
 Drawn by ERCL
 Checked by LGA

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John



ES John Dullinger Architects
 1000 Highway 100, Suite 200
 San Juan, PR 00909
 Tel: 787-764-6010
 www.john-dullinger.com

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 PR 00917
 Tel: 787-764-6010

Interior View
 2 Story 3-Bedroom House
 CDBG-DR-RFP-2018-09
 PR Department of Housing

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Tab 9, Exhibit A-2

Plan for Compliance with Section 3 Requirements

Philosophy of Partnering & Mentoring

We believe that one of the greatest benefits to the Local Inclusion, M/WBE, and Section 3 Program is partnering and mentoring. At Lemoine, we maintain close working relationships with all of our subcontractors and vendors. However, we take special pride in helping to guide and mentor disadvantaged businesses that want to improve and grow. We look forward to continuing to utilize those partners for the benefit of this project.

We will utilize a multi-faceted program to achieve meaningful Local, M/WBE, and Section 3 participation in the project. The main components of our plan of action are aimed to accomplish the following:

1. Maximizing participation by exceeding the established goal of more than 25% of the dollar amount awarded
2. Mentoring companies to ensure a successful experience for the participating businesses
3. Proactive outreach to potential trade partners
4. Creating bid packages specifically for Local, M/WBE and Section 3 firms/individuals by creating the scope of work and dollar value so that it fits their expertise

SUBCONTRACTOR SELECTION CRITERIA
Pre-Qualification Status ✓ Verify Qualifications to Perform Work ✓ Ensure They Meet Our Risk Assessment Profile ✓ Verify Insurance Coverage ✓ Determine Financial Stability
Completeness of Project Scope
Manpower Needs to Meet Schedule
Quality of Work
Ability to Manage a Budget with Incomplete Documents without Change Orders
Ability to Bond (If Required)
Acceptance of Lemoine's Safe Work Practices
Acceptance of Lemoine's Subcontract/Purchase Order Terms & Conditions

Lemoine has applied a series of strategies and techniques for Local, M/WBE business, and Section 3 inclusion. A summary of our Action Plan's key components and steps for success include:

Local Firm, M/WBE and Section 3 Coordinator

Lemoine will assign a Local Firm, M/WBE, and Section 3 Coordinator to implement and manage the Program. The Coordinator and his team will be available as the main point of contact in all matters related to our performance and participation of the Local Firm M/WBE, and Section 3 Inclusion Program. The Coordinator's principal accountabilities include:

1. Program Coordination and Compliance: The

Coordinator will fully immerse in the programs goals and participation requirements to create an effective Procedure and Policy. This policy will be the project's guidebook to manage and measure our compliance to your Local Inclusion, M/WBE, and Section 3 Inclusion Program, ensuring that we maximize participation throughout the life of the project.

2. Recruitment and Training: The Coordinator will prepare, organize and conduct community outreach events and training seminars to encourage engagement and participation in the Program application process. The Coordinator will utilize various public outlets to schedule and promote

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the outreach and training events to recruit, educate and assist businesses in the application process. These outlets include: utilizing our internal pre-qualified subcontractor list of small and disadvantaged businesses, issue public notices and announcements in public news sources, and advertise with local agencies.

3. **Administration and Liaison:** The Coordinator will lead the efforts in program reporting and participation updates to the Lemoine project team. He will serve as the liaison between Local Firms, M/WBEs, and Section 3 team members, Lemoine, and any subcontractors. If necessary, the Coordinator will develop and implement press campaigns and maintain press relations.

Subcontractor Selection Methodology

Lemoine has an extensive database of pre-qualified subcontractors and vendors that will competitively bid each scope of the project. Typically, three to four bids per scope are required for any negotiated or hard bid project. The bids will be leveled using extremely detailed scope sheets which insure there are no scope gaps, scope double-ups, or sub/supplier estimating errors. Low subcontractor and vendor quotes, which are deemed complete, will be used in Lemoine's bid price. Prior to awarding any Subcontracts or Purchase Orders for the project, the items in the adjacent chart are reviewed in person with each

sub/supplier during a comprehensive face-face meeting.

Local Firm, M/WBE, and Section 3 Assistance to Ensure Success

At Lemoine, we pride ourselves on the strength of our relationships - it's even one of our core values. We strive to openly communicate and collaborate to build long lasting relationships with all project stakeholders, our communities, and our industry partners. Good working relationships are the very foundation of our success.

In addition, we provide the following mentoring and business services to ensure the success of our Local, M/WBE, and Section 3 partners:

- Provide administrative support for Local, M/WBE, and Section 3 partners to become certified, pre-qualified, and well-informed about the project plans, bidding requirements, and scopes of work
- Prequalification review to help ensure all companies are matched to an appropriate scope of work and that they have the qualified experience, as well as the financial and human resources to succeed on the project. We do not consider the program a success if we put any company in an overextended position where it can fail
- Development of smaller scope bid packages and Division 1 bid packages that allow smaller Local, M/WBE, and Section 3 partners to have opportu-

nities to become part of the project

- Development of quick pay provisions and joint check protection for the Local, M/WBE, and Section 3 partners with limited resources

Community Outreach Action Plan

Lemoine understands how critically important local community participation is to region. We share the desired commitment to provide opportunities to a broad and diverse range of businesses and local residents.

As discussed in our Local, M/WBE, and Section 3 Contracting Action Plan above, our Local, M/WBE, Section 3 Coordinator will take the lead in ensuring that job announcements are disseminated to community members and local residents, we will advertise with local agencies. We will also issue public notices and announcements in public news sources. These advertisements will ensure that local residents and community members are aware of the requirements and qualifications for employment as well as the application processes.

Contractor & Community Outreach

- Aggressive outreach to Local, M/WBE, and Section 3 partners and qualified individuals to identify, attract, pre-qualify and build interest and enthusiasm for the project
- Verification of Local, M/WBE, and Section 3 certification by prospective partners, and assistance as needed to obtain cer-

ification

- Review of the Puerto Rico's and other regional databases of Local, M/WBE, and Section 3 partners to update Lemoine's database
- Conduct pre-bid informational meetings to inform and advise Local, M/WBE, and Section 3 partners and local residents of potential opportunities
- Contact with appropriate community and contractor organizations to build interest in the project and identify firms for participation
- Continued attendance and sponsorship at Local, M/WBE, and Section 3 outreach and information sessions

Monitoring

The Community Outreach Action Plan is continuously monitored by Lemoine. Reports are submitted detailing efforts and status of the project with respect to our goals. Lemoine tracks the anticipated and actual participation of Local, M/WBE, and Section 3 partners and local residents. Within our contract administration system, we evaluate contractors and partners to ensure a good faith effort was made to offer timely and appropriate opportunities. We also verify the status of firms and track our workforce utilization levels.



Tab 10, Attachment 1 Exhibit C, Statement of Qualifications

Item 2.3 Litigation

THE LEMOINE COMPANY, L.L.C.

Arbitration and Litigation

Over the 40 year history of Lemoine, the organization has successfully completed over 960 projects with a combined total value in excess of \$3.0 billion. The extent of litigation and arbitration involved this work has been rare and uneventful over time. We have never had a claim or litigation against an architect and have only had one claim against a project owner in excess of \$100,000. The claim was settled outside of the mediation/arbitration process and involved the collection of the final payment from the owner.

Also, in the ordinary course of business, various claims of subcontractors concerning work in progress which are expected to settle in the ordinary course of business. Due to the financial condition of some subcontractors, performance on their part has been jeopardized to a point where litigation has been instigated to recover cost overruns due to defective performance. No such proceedings are outside of the normal customary operation of business, or any amounts in question of consequence.

Open Claims:

JRV Services, LLC vs. Doster

Construction Company, Inc., Provident Group Flagship Properties, LLC, Rise Tigers, LLC, The Lemoine Company, Inc., Liberty Mutual Insurance Company and Federal Insurance Company (May 2018) –

In the normal course of business, Lemoine has been included in a lawsuit with its subcontractor, Doster Construction, where a lower-tiered subcontractor filed suit seeking payment of unpaid amounts due. In June 2018, a Dilatory Exception of Prematurity was filed requesting the dismissal of any claims against Lemoine and its surety, Federal Insurance Company, since liens were filed while the project was ongoing and before a notice of termination had been filed which violates Louisiana law. On August 27, 2018, a hearing to dismiss Lemoine and its surety from the lawsuit was held and the judge subsequently denied the request for Dilatory Exception on Prematurity on September 18, 2018. The Company is currently working with Doster and legal counsel and has filed an answer to the plaintiff's petition denying all claims and damages.

The Lemoine Company vs. Hilli and Spears Manufacturing Companies (July 2018) –

In July 2018, Lemoine filed a lawsuit against two man-

ufacturers to recover damages related to the repair of leaks and other ancillary costs caused by the incompatibility of their products, namely caulk and pipe, used in the fire suppression sprinkler system of a commercial building. Lemoine has been communicating with the two manufacturers in an effort to resolve the claim; however, a lawsuit was filed to protect its product liability claim against the two manufacturers within the one-year prescription period since the date the first leak was discovered.

Jason Leger and Lauren Leger vs. Lafayette City-Parish Consolidated Government and The Lemoine Company (August 2018) –

On August 23, 2018, Lemoine was served a lawsuit involving a servitude dispute between Lemoine's owner, the Lafayette City-Parish Consolidated Government (LCG) and certain property owners regarding the clearing of land for drainage improvements. The property owners have alleged that LCG and Lemoine, as Contractor, are trespassing due to the expiration of the Servitude Agreement, which was executed by predecessor property owners, given there has been no activity by LCG within the stated ten year term of the Servitude

JSE
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Agreement. In September 2018, Lemoine filed an answer to the plaintiff's petition denying all claims and damages. Since that time, the plaintiff has filed a petition for request for admissions, production of documents and interrogatories which are in progress at this time.

LUIS GUTIERREZ ARCHITECTS
Please refer to the statement below.

2M ASSOCIATES L.L.C.
Please refer to the statement on the following page.



Luis Gutierrez Architect
T 787 722 5425 F 787 721 6517
District View Plaza Suite 203
Fernández Juncos #644
San Juan, PR 00907
www.luisgutierrezarchitects.com

Exhibit C. Item 2.3 Litigation

I, Luis Gutierrez - Negrón, License Architect 7882, resident of San Juan, Puerto Rico and of legal age declare:

1. That I am the Owner of the firm Luis Gutierrez Architect operating in the same name having its Headquarters at:

644 Fernandez Juncos Avenue
Suite #203
District View Plaza Building
San Juan, Puerto Rico 00907

2. That neither my office nor I are involved in any litigation related to the practice of architecture in Puerto Rico.

3. That neither in the State or Federal Level do we have any type of litigation.

4. That we affirm and declare that the information here stated is true.

Certify Correct,

Luis Gutierrez - Negrón
License Architect



PO Box 360315
San Juan, PR 00936-0315
787.644.6580; 787.529.0825

December 20, 2018

To Whom It May Concern,

Our company, 2M Associates, LLC, has not been involved in any criminal, civil, or administrative suits, actions investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the past five (5) years.

Sincerely,

Manuel I. Zequeira, PE
President
2M Associates, LLC



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2massociatespr@gmail.com



GOVERNMENT OF PUERTO RICO
Department of Housing

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 its 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 housing;
- Ensure that the housing needs of very low-, low- and moderate-income households are assisted with housing recovery support within the communities being served; and
- Achieve complimentary benefits of community and neighborhood revitalization, support the reduction of or reduce opportunities for slum and blight, and nurture in-fill opportunities.

The housing programs consists of: the R3 Program; the Title Clearance Program; the Rental Assistance Program; the Mortgage Catch-Up Program; the Social Interest Housing Assistance Program; the Housing Counseling Program; the CDBG-DR Gap to LIHTC Program; and the Home Energy Resilience Program; among others. Additional programs may be added by PRDOH through amendments to the Action Plan.

From the Housing Programs, the R3 Program is expected to have the most impact to single-family residences and will begin in earnest in a way that does not perpetuate building in high risk areas. Innovative construction and green building will modernize the housing stock, while improving individual assets and households' spending power. An increase in housing activity will generate layers of economic stimulus, creating jobs across multiple sectors and providing employment to local citizens. Strategic revitalization of affordable housing will lead cost-burdened LMI households to a fruitful long-term recovery.

The R3 Program encompasses the use of Construction Managers to coordinate, design, improve, and construct new replacement housing stock or repair existing single-family dwelling units

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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 or 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.



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:

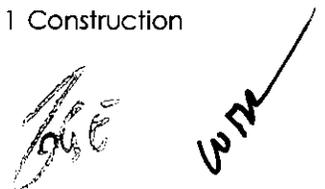
- Obtaining copies Damage Assessment Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Obtaining copies of the Environmental Review Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Delivering the Lead and Asbestos pamphlets 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;

- 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.



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;



- 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.



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 motivate 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;



- 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 AGREEMENTS 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;



- 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;



- 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

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

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 Madel Home Plans and specifications as completed during the Design Development Phase to incorporate to the design the site conditions for the lot where the home is to be built and incorporate all design options selected by the homeowner to the drawings. The drawings developed during this stage of design will become the Final Construction Documents for the projects. Drawings shall illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. Drawings are to include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical. These renderings should be produced in standard commercial software like AutoCAD®.

4.1.3.3. Technical specification

The Selected Proposers shall modify and complete the technical specifications approved under the Design Development Phase. These final specifications will describe the materials, products, quality, testing, construction method, and execution for each project assigned. The specifications are to include, as a minimum, the following: existing conditions; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; earthwork; exterior improvements; and utilities. These technical specifications should be produced in standard commercial software like MasterSpec®.

4.1.3.4. Document Format

The Selected Proposers must modify and present the final drawings in 24" x 36" sheets. All presentation material shall be delivered in printed and digital format (PDF). The final drawings set will have the following order per sheet: cover sheet, titles, civil, structural, architectural, plumbing, mechanical, and electrical. The Project Manual will have the following order: technical specification with MasterFormat sequence and other relevant documents. The Plans will have a graphic scale, the title of each drawing, and PRDOH logo and name. A presentation format for these drawings may be specified before delivery. Digital files must be supplied in CD or DVD disc(s).

4.1.3.5. Permits and Endorsement

The Selected Proposers shall prepare, submit, and obtain all final construction permits for all the homes assigned. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to the construction permit as per OGPe ("Oficina de Gerencia y Permisos" for its Spanish Acronym).


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4.1.3.6. Schedule of Deliverables

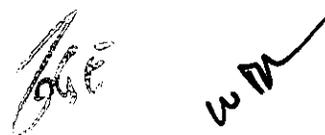
Time is of the essence for the R3 program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the Final Construction Drawing activities and must produce the products or services of this section within twenty (20) days from the assignment of homes.

4.2. Lead and Asbestos Abatement, Demolition, Repair, and Replacement Home Construction Deliverables

The Selected Proposers will be responsible for completing all work applicable to the homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- **Design and Permitting:** Construction Managers, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. **There is no specific timeframe of performance for the design and permitting work.** Nonetheless, Construction Managers must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of this document will be measured from the date assignments are issued to the Construction Manager.
- **Repair Works:** All work under a repair award must be completed by Construction Managers within **sixty (60) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.
- **Replacement Home Construction Work:** All work under an award that requires the construction of a replacement home must be completed by Construction Managers within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de 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 Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

Repair Work and Replacement Home Construction Work periods of performance are subject to liquidated damages. If any issues or events that warrant a time extension to the periods of performance of the Construction Managers as set forth above arise, then the proper request for a time extension shall be submitted by the Construction Manager to the PRDOH for evaluation. If the request is justified and warrants a time extension the PRDOH shall extend the time allotted to

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the Construction Manager for the completion of the assigned works. Approved time extensions are non-compensable excusable delays.

5. Metrics, Milestones, and Performance

The PRDOH or its representatives will actively review the Selected Proposers' responsiveness and performance in the R3 program. Repeated failures or low performance will result in limited future assignments of projects, reduction in the geographical regions assigned, or a probation period without receiving additional R3 projects. Construction Managers will be evaluated during the life of the Contract for:

- **Workmanship:** To be quantified by examining the ratio of total failed milestone inspections. The R3 Construction Managers with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed to passing a final inspection. The R3 Construction Manager with the lowest average build time is assigned a higher weighted factor;
- **Work in Progress:** A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the R3 Construction Manager. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of each R3 Construction Manager;
- **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

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 fail 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.

¹ Generally, Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction which consists of projects involving the construction, alteration, or repair of eight or more separate, 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.

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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 contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactaware'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.



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;

- 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.



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")
2. *Puerto Rico Residential Code* (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
3. *Puerto Rico Mechanical Code* (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
4. *Puerto Rico Plumbing Code* (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
5. *Puerto Rico Fire Code* (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
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")
9. *Puerto Rico Private Sewage Disposal Code* (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
10. *Puerto Rico Swimming Pool and Spa Code* (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

All work performed by R3 Construction Managers must also comply with most current federal, state and local, codes, laws, regulations and standards including, but not necessarily limited to:

1. *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;
6. *Applicable Environmental Regulations;*

7. Applicable HUD Terms and Conditions;
8. Fair Housing Act, as amendment;
9. American with Disabilities Act (where required)

12. Tasks

The R3 Program is a complex and extensive program that will cover all municipalities of Puerto Rico. The following are the tasks the PRDOH expects Construction Managers to perform professionally, diligently, and adhering to the highest standards of the construction industry.

12.1. Task 01: Construction Management/Administration

Selected Proposers' organization must have the knowledge, experience and resources to incorporate the best construction management and administrative technics to the R3 Program.

12.1.1. Duties and Responsibilities

- Organized the Selected Proposers' personnel and subcontractors;
- Expedite the R3 process to deliver the repaired, reconstructed, or newly constructed homes diligently and within budget;
- Standardize the document controls to improve the quality of the documentation and construction;
- Standardize the design processes and solutions, while reducing the submittals and clarifications, burden on the Owner and its representatives;
- Ensure compliance with local and federal regulations, including permit and environmental laws;
- Provide solutions to the unforeseen conditions and reduce contract modifications;
- Ensure compliance with the Buying American Act;
- Increase the compliance with green building initiatives/checklists; and
- Standardize and expedite the close-out process of the projects.

12.1.2. Document Control and Information Technology

The Selected Proposers shall engage in the use of the latest technologies for the document controls and information technologies as an ancillary requirement to operate and interact with the R3 Program. No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided to the Construction Managers. The Selected Proposers must expect the usage of the following commercial technologies, but not limited to:

- Word processor software, like MS Word or Google Docs;
- Spread sheet software, like MS Excel or Google Sheets;
- Web browser software, like MS Edge or Google Chrome;
- Presentation software like MS PowerPoint or Google Slides;
- File Transfer services, like MS SharePoint or Dropbox;
- Project Scheduling software, like MS Project or Primavera;
- Computer Aid Design (CAD) software, like AutoCAD, MicroStation or Revit;
- Geographic Information Systems (GIS), like Geosoft or ArcGIS;
- Scanners for drawings and documents with Optical Character Recognition (OCR) capacity;
- Estimating database and software, like Gordian RSMeans and Xactimate; and
- Grant Management Software to be provided by the PRDOH.

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12.1.3. Occupational Safety and Health

The Selected Proposers must comply with the federal, state or local labor laws, related to the occupational safety, health and wellbeing of the employees and stakeholders of the Construction Manager organization. Selected Proposers will prepare and update, from time to time, the Safety Plan (general or projects' specific). The Selected Proposer will have the qualified and competent safety personnel to ensure and reduce the risk of accidents or incidents. The Selected Proposers will be responsible to provide the Personal Protection Equipment (PPE) to all employees and visitors, including, but limited to, the PRDOH or its representatives during the visits or meetings at the projects.

12.1.4. Quality Control and Quality Assurance

The Selected Proposers must comply with the highest quality parameters for the residential construction industry. These quality parameters will be prepared and updated by the Selected Proposers in the Quality Plan. The Quality Plan will be coordinated and approved by the PRDOH or its representatives. The projects' specific quality control and quality assurances procedures, testing, and reporting will be developed by the Construction Managers' design team as part of the technical specifications of each project and approved by the PRDOH or its representatives.

12.1.5. Resilience Standard

The Proposers shall incorporate resilient materials and characteristics into the design and performance of repair and replacement home construction projects. The Selected Proposers are expected to include resilient materials like concrete, as well as resilient characteristics like seismic restraints for equipment and windstorm resistant for exterior windows.

12.1.6. Green Building Standard

The R3 Program's construction activities must comply with the Green Building Standards as described in the Federal Register (83 FR 5844) published on February 9, 2018. All rehabilitation, reconstruction, or new construction should be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigating impact of future disasters.

12.1.6.1. Green Standards for Repairs

The Selected Proposers must apply the following principles or requirements to the extent 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 Managers will channel any communication requests through 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;

- **Cost Estimators:** responsible for the estimating services in the construction and non-construction services for all CDBG-DR Programs. This entity will provide services to the PRDOH, that could include but are not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost analysis;
- **Environmental Consultants:** responsible for the environmental reviews of the properties in the R3 Program. This entity will provide services to the PRDOH that could include, but are not limited to, wetland evaluation, environmental site assessment, environmental testing, historical site evaluation, and archeological study.

Proposers may have to coordinate and communicate with additional stakeholders through the life of the Program.

12.2. Task 02: Architectural and Engineering Design

The Selected Proposers will be responsible for all aspects relating to the design of single-family homes. These designs will be performed and certified by individuals who are licensed to practice the professions of architecture or engineering in Puerto Rico. Services provided by Construction Managers, its subcontractors, agents and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of services under the contract. Also, Construction Managers must possess all necessary permits, endorsements and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Construction Managers, and each of their employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permits, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of submission of a Proposal and for the duration of the any Contract. Construction Managers will ensure that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience and license to perform such works, according to applicable federal and local rules and regulations.

The design for non-substantially damaged single-family homes will fall under the design category of Repairs. The design for substantially damaged single-family homes or structures in high risk areas, as determine by the PRDOH or its representative, will fall under the design categories of Reconstruction in place or New Construction. Existing homes that require demolition or abatement will fall under the design category of Demolition. The design of demolition work for substantially damaged homes will also be part of the Selected Proposers' responsibilities.

The risk of design includes (but is not limited to): inadequate design planning and substandard design versus user requirements; ineffective design development coordination and delays in complying with schedules; risk that design does not fully comply with technical requirements, relevant codes, and standards; and general risk of not completing the design on schedule and within budget.

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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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

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sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where 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)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	800.00 sq. ft.	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.

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 be 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;

- 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 abatement 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 manner, to ensure the compliance with the environmental laws and regulations.

12.4.1. Objectives

- Mitigating or removing the hazardous material from the household;
- Mitigating or removing the Hazardous material from the community;
- Preparing the structure for general demolition;
- Preparing the structure for selective demolition; and
- Improving the standard of living and wellness for the impacted households.
- Obtaining environmental clearance once all abatement work is completed.

12.4.2. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English.
- Project or coordination meetings may be carried out in Spanish or English.
- Acquiring a copy of the lead hazard assessment and reports, prepare by the PRDOH's Environmental Consultants;
- Acquiring a copy of the asbestos survey and reports, prepare by the PRDOH's Environmental Consultants;
- Providing homeowners with the Lead and Asbestos Pamphlet;
- The Selected Proposer will start the mitigation or abatement work as directed in writing, by the PRDOH or its representatives; and
- The Selected Proposer will be responsible for the design, permits and expenses related to this task.
- All LBP contractor activities must be implemented in accordance with the EPA's 2008 Renovation, Repair, and Painting (RRP) Rule.

12.4.3. Specific Requirements (if required)

- Providing a secure perimeter and appropriate signages for the mitigation or abatement activities in the project, while safeguarding the public;
- Performing the abatement design or mitigation procedures, as required by the hazardous materials assessment;
- Performing all the mitigation or abatement in the house or project;

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- Performing all the inspection and material disposals as required by the environmental laws and regulations;
- Performing all the testing and certification required for the mitigation or abatement in the house or the project;
- Closing the mitigation of abatement permits;
- Providing evidence and digital copy of the closing documentation of the mitigation of abatement permits; and
- Documenting and reporting all the mitigation or abatement activities.

12.4.4. Notice of Completion

The mitigation and abatement for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the hazardous materials have been mitigated or eliminated from the house or project;
- Delivery of the test results have been provided to PRDOH or its representatives;
- Delivery of the final inspection reports with certification have been provided to PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies;
- The Asbestos Abatement permit have been closed with the corresponding government agencies; and
- The PRDOH or its representative have provided a written confirmation that this task has been completed.

12.5. Task 05: General Demolition

The Selected Proposers will provide the general demolition services for the Reconstruction, New Construction, or Relocated families. The demolition activities will be assigned to the Construction Managers by the PRDOH or its representatives. If required, the lead and asbestos abatement will be performed by the Selected Proposers under the Task 04 and before the General Demolition starts. The Contractor may not perform any work outside of the approved written task without prior authorization or an approve Change Order to the work order. The demolition's work plan will be designed by the Selected Proposers.

12.5.1. Notice of Completion

The general demolition for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- The house structure has been removed and the resulting materials disposed as required by the demolition design, permits, and regulations;
- The site has been clean of all debris, trash or unsuitable materials;
- The site has been prepared to a level that permits the start of the foundations;
- The grading for the structure and site has been adjusted to the require levels of the demolition design and flood analysis; and
- The Owner or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Contract.

12.6. Task 06: Single-Family Repair

Homes with an estimated cost of repair less than \$60,000 or 50% of the current value of the home, whichever is lesser, will be rehabilitated in place to achieve living standards and compliance with applicable building codes. The estimated costs of repair will be determined by the Program's Damage Assessment Report. The repair scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representative. Construction Managers must confirm on site all work stated in the Damage Assessment Report.

12.6.1. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- Selective demolition will be executed and paid under this task;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required for the rehabilitation of property, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Rehabilitation of a home in substantially the same manner as the original condition before the disaster, subject to practical, technical or legal limitations (deviations are permitted for reasons of safety or of otherwise impractical);
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task; and
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP.

12.6.2. Specific Requirements

The Selected Proposer will be required to repair the eligible homes from an array of repairs ranging from minor to mayor. The rehabilitation activities for each dwelling unit will be based in the Damage Assessment Report and may include, although not be limited to, the following:

- Preparing a work plan and schedule for each household repair, using the information provided in the Damage Assessment report and Probable Cost Estimate;

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- Verifying the information given 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:



- 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;



- 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 pre-construction 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;

- 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;



- Maintaining and preserving the projects records for the period required by the federal and state laws and regulations; and
- Assist with any audits perform by the Owner or its representatives.

12.8.2. Closeout Checklist and Binder (PRDOH):

The Closeout binder for each project may include, but not limited to following:

- Binder cover, dividers and checklist;
- Copy of the Agreement and its amendments;
- Waterproofing system warranties and bonds;
- Transfers of all warranties and equipment ownership;
- Operation and Maintenance Manuals;
- List of vendors, supplier or manufacturer used;
- Record drawings, signed and sealed;
- Record specification, signed and sealed;
- Master plumber certifications;
- Professional electrician certifications (interior and exterior);
- Submittal log and its digital copies in pdf format;
- Copy of closing government permits; and
- Any other documents required by the R3 Program.

12.8.3. Closeout Checklist and Binder (Homeowner):

The Closeout binder for each project may include, but not limited to following:

- Binder cover, dividers and checklist;
- Waterproofing system warranties;
- Equipment warranties and transfer to homeowner;
- Operation and Maintenance Manuals;
- Record drawings, signed and sealed;
- Master plumber certifications;
- Professional electrician certifications (interior and exterior);
- Digital copies of relevant submittals (pdf format);
- Construction and Occupancy permits; and
- Any other documents required by the R3 Program.

12.9. Task 10: Warranty Period

All work performed by the Selected Proposers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar Water Heaters will be guaranteed for a minimum of five (5) years;
- Equipment and Appliance installed will be guaranteed for a minimum of one (1) years or as provided for by the manufacturer (whichever is greater); and
- All other work will be guaranteed for a period of one (1) year or as provided by the manufacturer or any applicable regulation, whichever is greater.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty



and construction complaints. All warranty and construction complaint issues shall be logged into the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary legal resources as prescribed in the Construction Manager's contract.

12.10. Task 11: Temporary Relocation

CDBG-DR funds may be used for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the R3 Program qualify for temporary relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The R3 Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the applicant must:

1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
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

² https://www.huduser.gov/portal/dotassets/fmr/fmrs/FY2018_code/2018state_summary.odn

beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

Construction Managers are required to issue temporary relocation payments to Program applicants as applicable and approved by the PRDOH under an assignment or a case-specific change order related to an assignment. The PRDOH will reimburse Construction Managers for temporary relocation assistance payments issued to applicants as approved by the Program. Reimbursements for temporary relocation payments issued will not include any additional costs (administrative, overhead, profit, or otherwise).

END OF SCOPE OF WORK

ase
WTK

Attachment D

William Rios Maldonado

From: Will, Tara <tara.will@lemoinecompany.com>
Sent: Tuesday, August 13, 2019 4:43 PM
To: William Rios Maldonado
Cc: Laura Pagan Santana; Rachal, Will; Sexton, Andrew; Duhon, Tyler
Subject: Lemoine - BAFO Request :: CDBG-DR-RFP-2018-09 : Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Attachments: EXHIBIT O-1 Program Unit Price List - EXECUTED.pdf; Cover Memo - Lemoine Disaster Recovery.pdf; EXHIBIT O-2 Replacement Home Cost Form - EXECUTED.pdf

Mr. William G. Rios-Maldonado, Esq.,

Please see the attached requested Best and Final Offer for CDBG-DR-RFP-2018-09.

Attachments:

- Cover Memo – Lemoine Disaster Recovery
- Exhibit O-1 (Signed Program Unit Price List)
- Exhibit O-2 (Signed Replacement Home Cost Forms with Detailed Cost Breakdown)

Please contact William Rachal, Vice President, with any questions regarding this response.

Sincerely,

Tara Will
903.327.6053 Mobile
Tara.Will@lemoinedr.com



August 13, 2019

VIA EMAIL: wrios@vivienda.pr.gov

William G. Rios-Maldonado, Esq.
CDGB-DR Procurement Director
Government of Puerto Rico, Department of Housing
606 Barbosa Avenue, Building Juan C. Davila
Rio Piedras, PR 00918

Re: Lemoine Disaster Recovery Response to Best and Final Offer Request Dated 8/8/19; Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Request for Proposals No. CDBG-DR-RFP-2018-09

Dear Mr. Rios-Maldonado,

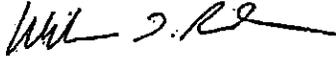
Attached please find Lemoine Disaster Recovery's response to the Puerto Rico Department of Housing (PRDOH) request for Best and Final Offer for CDBG-DR-RFP-2018-09. We have reviewed the August 8, 2019 letter (Best and Final Offer), and all attached documents. We acknowledge that earthwork, sitework (additional to the driveway, walkway, and softscape requirements by the cap), demolition, and abatement will be compensated using the Program Unit Price List. Additionally, we understand that cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home will be added to the Construction Manager's total cost of work based on the applicable percentages of the Municipality where the work will be performed.

Please feel free to contact me on 337-258-9583 or will.rachal@lemoinecompany.com if you have additional questions or guidance.

WRM
WRM

Mr. William G. Rios-Maldonado, Esq.
August 13, 2019
Page 2

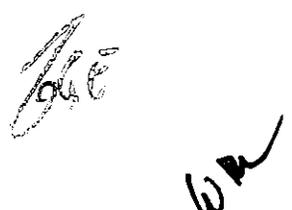
Sincerely,



William T. Rachal
Vice President
Lemoine Disaster Recovery, LLC

Attachments:

- Exhibit O-1 (Signed Program Unit Price List)
- Exhibit O-2 (Signed Replacement Home Cost Forms with Detailed Cost Breakdown)





GOVERNMENT OF PUERTO RICO
Department of Housing

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-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) will standardize line item pricing to (i) facilitate communication and provide consistency amongst the PRDOH and its vendors; (ii) ensure applicants are treated fairly during award determination process; (iii) prevent unfair treatment and unbalanced treatment to applicants; and (iv) facilitate the review and approval of applications for payment and change orders for Construction Managers.

XACTAWARE'S PRICING LIST

The R3 Program will make use of Xactaware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X_JUL19** for Puerto Rico and for the month of July 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST

As Xactaware's Pricing Lists may not hold every item of work required by the Program, the PRDOH reserves the right to include additional items of work and their reasonable pricing/cost as part of Program issued documents. Construction Managers must perform work specified under additional line items published by the PRDOH, at the pricing established by the PRDOH, when works that include such additional line items are assigned. PRDOH will only establish pricing at reasonable costs. Additional Line 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.

Eric

WR

OVERHEAD AND PROFIT

To items, as applicable, Construction Managers will add Overhead and Profit as follows:

- Overhead..... **Twenty Percent (20%)**
- Profit..... **Ten Percent (10%)**

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction Manger's entitlement for work completed in compliance with Program requirements. Profit will be calculated on a cumulative basis with overhead.

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when determining the total cost of work to be performed.

No.	Item Description	Units	Unit Cost	Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	Soft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	LS	\$5,250	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	Soft Cost: Design and Permitting for Repair Awards from \$20,001 to \$30,000	LS	\$7,330	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

to PM

No.	Item Description	Units	Unit Cost	Notes
4	Soft Cost: Design and Permitting for Repair Awards from \$30,001 to \$40,000	LS	\$9,428	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$40,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
5	Soft Cost: Design and Permitting for Repair Awards from \$40,001 to \$50,000	LS	\$11,510	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$50,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
6	Soft Cost: Design and Permitting for Repair Awards from \$50,001 to \$60,000	LS	\$13,580	Includes design and permitting costs for any and all repair works (including repair and any abatement 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). Abatement 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-Based Paint Abatement Permits	LS	\$935.00	Includes costs for the acquisition of lead-based paint removal permits for the implementation of any abatement works required at the storm-damaged home.

Construction Works (Hard Costs)

The following are the fixed fees to be paid by PRDOH to Construction Managers for additional line items of construction works not found in Xactaware's Pricing List. These costs exclude overhead and profit. Therefore, overhead and profit percentages as established by the PRDOH for the Program must be added when these items are used.

ID	Item Description	Units	Unit Cost	Notes
1	Lead & Asbestos: Mobilization and Preparation for Lead and/or Asbestos Abatement	LS	\$1,300.00	Applicable to all abatement and encapsulation works requested. Only a single instance of the line item may be included per property.
2	Lead Encapsulation: Interior, brushwork, trim	LF	\$5.38	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0020. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
3	Lead Encapsulation: Balustrades	LF	\$4.37	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0040. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
4	Lead Encapsulation: Pipe, to 4" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
5	Lead Encapsulation: Pipe, to 8" diameter	LF	\$3.47	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0060. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
6	Lead Encapsulation: Pipe, to 12" diameter	LF	\$5.17	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

John
WTR

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
 Page 4 / 7

ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation; Cabinets	SF	\$6.56	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$129.85	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$192.34	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$185.46	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$245.01	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$4.67	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.92	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.50	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$4.37	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation; Exterior columns	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation; Spray, siding	SF	\$2.19	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation; Beams, brushwork	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69	Cost Reasonableness Basis: RSMMeans 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	SF	\$21.72	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	\$19.06	Cost Reasonableness Basis: RSMMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
 Page 5 / 7

ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	\$11.29	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.31	Cost 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	\$9.45	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
31	Lead Removal: Fence, picket, one side	SF	\$20.26	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	\$20.27	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrails	LF	\$7.90	Cost Reasonableness 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" diameter	LF	\$8.86	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.46	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.50	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$38.52	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal: Pipe hangers	EA	\$17.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	\$7.88	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	SF	\$12.70	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$171.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$227.34	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$272.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$341.18	Cost 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	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$6.57	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
47	Asbestos Removal: Metal Beams	LF	\$43.29	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
48	Asbestos Removal: Duct or AHU Insulation	SF	\$6.96	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
 Page 6 / 7

ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$6.80	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$7.64	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$8.74	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$11.15	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$9.41	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$19.13	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$20.14	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$31.88	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$47.44	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$34.95	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$2.55	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$5.09	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$3.40	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$6.05	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$1.91	Cost Reasonableness Basis: RSMMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$2.55	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.28	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$3.82	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$1.91	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$15.31	Cost Reasonableness Basis: RSMMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$1.67	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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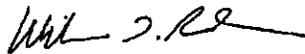
Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.58	Cost Reasonableness Basis: RSMMeans 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-friable	SF	\$1.99	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.03	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.58	Cost Reasonableness Basis: RSMMeans 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 plies #15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMMeans 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 plies #15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty. 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty. Acrylic, 2 coats.	SF	\$2.06	Cost Reasonableness Basis: RSMMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rting., SBS mod, gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.15	Cost Reasonableness Basis: RSMMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty. Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$158.10	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	SF	\$0.98	Reasonable Cost Basis: RSMMeans 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.

Lemoine Disaster Recovery, L.L.C.

Proposer Entity Name



Proposer Authorized Representative Signature

8/13/2019

Date

William T. Rachal

Proposer Authorized Representative Printed Name

END OF PROGRAM UNIT PRICE LIST





GOVERNMENT OF PUERTO RICO
Department of Housing

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: Lemoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story 4-Bedroom
 Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story 4-Bedroom

2. Model Home Proposed Maximum Budget:

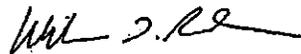
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$14,875
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,210
SC-03	Services During Construction (Design Supervision)	\$3,650
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,810
SC-05	Overhead Cost (applicable to all soft costs)	\$5,509
SC-06	Profit Cost (applicable to all soft costs)	\$2,754
Sub-Total Soft Costs ⁽³⁾		\$35,808
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$101,500
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$29,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,500
Sub-Total Hard Costs ⁽⁴⁾		\$145,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$7,200
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$212
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,800
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$900
Sub-Total ADA Compliance Delta Costs		\$10,112
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$180,808
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$190,920

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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 locallon; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding 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.
- (6) 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 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 to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home [i.e. not ADA compliant] proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date



Single Story 2 Bedroom Floor Plan



Total Cost

Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$9,505.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$5,370.00
Services During Construction	Design Supervision	\$3,650.00
Insurance Costs	General liability Insurance for project, Individual home ins.	\$3,810.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,210.00
Soft Costs Overhead		\$5,509.00
Soft Costs Profit		\$2,754.00
General Requirements	Specific protocols for administrative programs associated with project	\$10,150.00
Foundation Work	Flat work, concrete, foundation and slab work.	\$15,225.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough ins	\$45,675.00
Finishes Work	Exterior finishes, interior finishes, plumbing and electrical fixtures, trim, doors and appliances, insulation	\$30,450.00
Overhead		\$29,000.00
Profit		\$14,500.00
Total (Non ADA)		\$180,808.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,440.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$5,760.00
Insurance (ADA)		\$212.00
Overhead (ADA)		\$1,800.00
Profit (ADA)		\$900.00
ADA Compliant Work Add Total		\$10,112.00
Total with ADA Compliant		\$190,920.00

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GOVERNMENT OF PUERTO RICO
Department of Housing

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: Ilmoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story 4-Bedroom
 Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story 4-Bedroom

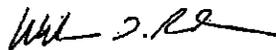
2. Model Home Proposed Maximum Budget:

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SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,210
SC-03	Services During Construction (Design Supervision)	\$3,650
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,810
SC-05	Overhead Cost (applicable to all soft costs)	\$5,612
SC-06	Profit Cost (applicable to all soft costs)	\$2,806
Sub-Total Soft Costs ⁽³⁾		\$36,478
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$112,000
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$32,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$16,000
Sub-Total Hard Costs ⁽⁴⁾		\$160,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$7,200
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$212
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,800
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$900
Sub-Total ADA Compliance Delta Costs		\$10,112
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$196,478
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$206,590

File
WM

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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 for the Replacement Home's front edge to existing clean out ("regstro"); (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.
- (6) 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.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date



Two Story 2 Bedroom Floor Plan



Total Cost

Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$9,834.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$5,556.00
Services During Construction	Design Supervision	\$3,650.00
Insurance Costs	General Liability Insurance for project, Individual home ins.	\$3,810.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,210.00
Soft Costs Overhead		\$5,612.00
Soft Costs Profit		\$2,806.00
General Requirments	Specific protocols for administrative programs associated with project	\$11,200.00
Foundation Work	Flat work, concrete, foundation and slab work.	\$16,800.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough Ins	\$50,400.00
Finishes Work	Exterior finishes, Interior finishes, plumbing and electrical fixtures, trim, doors and appliances,insulation	\$33,600.00
Overhead		\$32,000.00
Profit		\$16,000.00
Total (Non ADA)		\$196,478.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,440.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$5,760.00
Insurance (ADA)		\$212.00
Overhead (ADA)		\$1,800.00
Profit (ADA)		\$900.00
ADA Compliant Work Add Total		\$10,112.00
Total with ADA Compliant		\$206,590.00

File

WTR



GOVERNMENT OF PUERTO RICO
Department of Housing

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: Ilemoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story 4-Bedroom
 Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story 4-Bedroom

2. Model Home Proposed Maximum Budget:

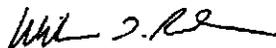
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$17,385
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,450
SC-03	Services During Construction (Design Supervision)	\$3,875
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200
SC-05	Overhead Cost (applicable to all soft costs)	\$6,182
SC-06	Profit Cost (applicable to all soft costs)	\$3,091
Sub-Total Soft Costs ⁽³⁾		\$40,183
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$119,000
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$34,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$17,000
Sub-Total Hard Costs ⁽⁴⁾		\$170,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,800
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$260
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,200
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,100
Sub-Total ADA Compliance Delta Costs		\$12,360
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁸⁾		\$210,183
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$222,543

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soil costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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 for the Replacement Home's front edge to existing clean out ("registor"); (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.
- (6) 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.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date



Single Story 3 Bedroom Floor Plan



		Total Cost
Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$10,770.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$6,615.00
Services During Construction	Design Supervision	\$3,875.00
Insurance Costs	General liability insurance for project, individual home ins.	\$4,200.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,450.00
Soft Costs Overhead		\$6,182.00
Soft Costs Profit		\$3,091.00
General Requirements	Specific protocols for administrative programs associated with project	\$11,900.00
Foundation Work	Flat work, concrete, foundation and slab work.	\$17,850.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough ins	\$53,550.00
Finishes Work	Exterior finishes, interior finishes, plumbing and electrical fixtures, trim, doors and appliances, insulation	\$35,700.00
Overhead		\$34,000.00
Profit		\$17,000.00
Total (Non ADA)		\$210,183.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,760.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$7,040.00
Insurance (ADA)		\$260.00
Overhead (ADA)		\$2,200.00
Profit (ADA)		\$1,100.00
ADA Compliant Work Add Total		\$12,360.00
Total with ADA Compliant		\$222,543.00

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GOVERNMENT OF PUERTO RICO
Department of Housing

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: Ilemoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom
 Single-Story 3-Bedroom
 Single-Story 4-Bedroom
 Two-Story 2-Bedroom
 Two-Story 3-Bedroom
 Two-Story 4-Bedroom

2. Model Home Proposed Maximum Budget:

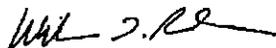
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,925
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,450
SC-03	Services During Construction (Design Supervision)	\$3,875
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200
SC-05	Overhead Cost (applicable to all soft costs)	\$6,490
SC-06	Profit Cost (applicable to all soft costs)	\$3,245
Sub-Total Soft Costs ⁽³⁾		\$42,185
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$129,500
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$37,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$18,500
Sub-Total Hard Costs ⁽⁴⁾		\$185,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,800
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$260
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,200
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,100
Sub-Total ADA Compliance Delta Costs		\$12,360
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$227,185
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$239,545

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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 for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (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 where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date



Two Story 3 Bedroom Floor Plan



		Total Cost
Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$11,725.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$7,200.00
Services During Construction	Design Supervision	\$3,875.00
Insurance Costs	General liability Insurance for project, Individual home ins.	\$4,200.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,450.00
Soft Costs Overhead		\$6,490.00
Soft Costs Profit		\$3,245.00
General Requirements	Specific protocols for administrative programs associated with project	\$12,950.00
Foundation Work	Flat work, concrete, foundation and slab work	\$19,425.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough ins	\$58,275.00
Finishes Work	Exterior finishes, interior finishes, plumbing and electrical fixtures, trim, doors and appliances, insulation	\$38,850.00
Overhead		\$37,000.00
Profit		\$18,500.00
Total (Non ADA)		\$227,185.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,760.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$7,040.00
Insurance (ADA)		\$260.00
Overhead (ADA)		\$2,200.00
Profit (ADA)		\$1,100.00
ADA Compliant Work Add Total		\$12,360.00
Total with ADA Compliant		\$239,545.00

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GOVERNMENT OF PUERTO RICO
Department of Housing

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: Ilmoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story 4-Bedroom
 Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story 4-Bedroom

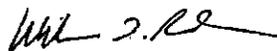
2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,505
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,690
SC-03	Services During Construction (Design Supervision)	\$4,265
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,617
SC-05	Overhead Cost (applicable to all soft costs)	\$6,615
SC-06	Profit Cost (applicable to all soft costs)	\$3,307
Sub-Total Soft Costs ⁽³⁾		\$42,999
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$129,500
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$37,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$18,500
Sub-Total Hard Costs ⁽⁴⁾		\$185,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,800
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$260
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,200
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,100
Sub-Total ADA Compliance Delta Costs		\$12,360
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$227,999
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$240,359

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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 for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (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.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date





Single Story 4 Bedroom Floor Plan



Total Cost

Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$11,463.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$7,042.00
Services During Construction	Design Supervision	\$4,265.00
Insurance Costs	General liability insurance for project, individual home ins.	\$4,617.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,690.00
Soft Costs Overhead		\$6,615.00
Soft Costs Profit		\$3,307.00
General Requirements	Specific protocols for administrative programs associated with project	\$12,950.00
Foundation Work	Flat work, concrete, foundation and slab work.	\$19,425.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough ins	\$58,275.00
Finishes Work	Exterior finishes, interior finishes, plumbing and electrical fixtures, trim, doors and appliances, insulation	\$38,850.00
Overhead		\$37,000.00
Profit		\$18,500.00
Total (Non ADA)		\$227,999.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,760.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$7,040.00
Insurance (ADA)		\$260.00
Overhead (ADA)		\$2,200.00
Profit (ADA)		\$1,100.00
ADA Compliant Work Add Total		\$12,360.00
Total with ADA Compliant		\$240,359.00

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GOVERNMENT OF PUERTO RICO
Department of Housing

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: iLemoine Disaster Recovery, LLC

1. Model Home Proposed:

- Single-Story 2-Bedroom Single-Story 3-Bedroom Single-Story 4-Bedroom
 Two-Story 2-Bedroom Two-Story 3-Bedroom Two-Story 4-Bedroom

2. Model Home Proposed Maximum Budget:

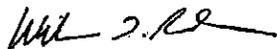
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$20,815
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,690
SC-03	Services During Construction (Design Supervision)	\$4,625
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,617
SC-05	Overhead Cost (applicable to all soft costs)	\$7,077
SC-06	Profit Cost (applicable to all soft costs)	\$3,539
Sub-Total Soft Costs ⁽³⁾		\$46,003
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$143,500
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$41,000
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$20,500
Sub-Total Hard Costs ⁽⁴⁾		\$205,000
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,800
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$260
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,200
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,100
Sub-Total ADA Compliance Delta Costs		\$12,360
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$251,003
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$263,363

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the 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; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (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-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 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 for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (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.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

William T. Rachal, Vice President

Proposer's Authorized Representative Printed Name

8/13/2019

Date





Two Story 4 Bedroom Floor Plan



		Total Cost
Scope	Description	Estimate
Design Work	Design of repairs to non-substantially damaged single family homes, as well as design of new single family homes	\$12,895.00
Permitting Work	Obtaining all relevant permits; demo, lead-based paint removal, asbestos removal, and construction permits	\$7,920.00
Services During Construction	Design Supervision	\$4,265.00
Insurance Costs	General liability insurance for project, individual home ins.	\$4,617.00
Design for Storm-Damaged Home Demolition and Abatement		\$5,690.00
Soft Costs Overhead		\$7,077.00
Soft Costs Profit		\$3,539.00
General Requirements	Specific protocols for administrative programs associated with project	\$14,350.00
Foundation Work	Flat work, concrete, foundation and slab work.	\$21,525.00
Structure Work	Framing, concrete, sheathing, general metal and steel, AC and Heat, Plumbing and Electrical Rough ins	\$64,575.00
Finishes Work	Exterior finishes, interior finishes, plumbing and electrical fixtures, trim, doors and appliances, insulation	\$43,050.00
Overhead		\$41,000.00
Profit		\$20,500.00
Total (Non ADA)		\$251,003.00
Structures (ADA)	Door widening, ADA entrance threshold	\$1,760.00
Finishes (ADA)	ADA Toilet, Shower, Bench and Grab Bars, ADA Door Handles	\$7,040.00
Insurance (ADA)		\$260.00
Overhead (ADA)		\$2,200.00
Profit (ADA)		\$1,100.00
ADA Compliant Work Add Total		\$12,360.00
Total with ADA Compliant		\$263,363.00

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Attachment E

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.

Practice of Licensed Professions

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must ensure at all times that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

Replacement Home Design Submission Performance Timeframes

Contractor is responsible for the conceptual design and design development phases of the following models for Replacement Homes:

- Single-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 4-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 4-Bedroom (Standard & ADA-Compliant Variant)

Contractor must submit Replacement Home design deliverables as follows:

- **Conceptual Designs:** Must be submitted within **ten (10) days** from contract execution. Conceptual designs are to be evaluated and approved by PRDOH or its designated representative.
- **Design Development:** Must be submitted within **twenty (20) days** from the PRDOH's, or designated representative's, approval of the Conceptual Designs.

Details of documents that must be included with each submission can be found in the Scope of Work.

Repair or Replacement Home Assignment Performance Timeframes

Contractor is responsible for completing all work applicable to homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- **Design and Permitting:** Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.
- **Repair Works:** All work under a repair award must be completed by Contractor within **sixty (60) days**. This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the project¹. 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 an award that requires the construction of a replacement home 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

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 proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

² For the purpose of clarity, liquidated damages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.



requested, are hereby fixed and agreed as the liquidated damages that PRDOH and/or the homeowner will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

- **Penalty for Failed Milestone Inspections:** If the Contractor requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed" result; the Contractor shall pay to the PRDOH, as penalty, the amount of **\$500** for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the Contractor's work compliance with Program quality and performance requirements.

Metrics, Milestones, and Performance

The PRDOH or its representatives will actively review the Contractor's responsiveness and performance in the Program. Repeated failures or low performance will result in limited future assignments of projects, reduction in the geographical regions assigned, or a probation period without receiving additional projects. Contractor will be evaluated during the life of the Contract for:

- **Workmanship:** To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed³ to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- **Work in Progress:** A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed³ has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- **Client and Homeowner Satisfaction:** This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

³ Notice to Proceed refers to the assignment of a home to the Contractor. Not to the Notice to 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.

Handwritten initials/signatures:
JSC
WJM



GOVERNMENT OF PUERTO RICO
Department of Housing

FORM DV-OSPA-78-5

Attachment F

OSPA
AMENDED 2
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR CONSTRUCTION SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2018-09

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

- B.** The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Local Housing Authority* (Department of Housing, Puerto Rico Public Housing Administration) (LHA*)** original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the *LHA shall provide a letter to the successful bidder addressed to the State Insurance Fund.

(X) 2. Commercial General Liability (Broad Form) including the following insurance coverage

COVERAGE		LIMIT
I. Commercial General Liability:		\$1,000,000.00
	• General Aggregate	\$2,000,000.00
	• Special Cover Asbestos Removal Contamination	\$1,000,000.00
	• Special Covering Lead Removal Contamination	\$1,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:		
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00

() **3. Crime Insurance**

COVERAGE REQUIRED	
III. 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. Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00

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• Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

(X) **5. Professional General Liability and/or Errors and Omissions Policy**

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

- (X) each occurrence \$1,000,000
- (X) aggregate \$5,000,000
- (X) deductible \$5,000.00

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

(X) **6. Cyber Liability**

Limit - \$5,000,000.00

(X) **7. Umbrella**

Limit - \$10,000,000.00

(X) **8 . Builder's Risk - 100% of Finished Value**

- (X) a. Form for all risks including "DIC" and earthquake
- (X) 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.
- (X) c. You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obligated Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost \$15,000.00 or more.
- (X) d. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) **10. Guarantee Bond for Materials and Repairs**

- (X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.
- (X) b. This bond must be within the penalty amount not to exceed:

50% of the value of the total cost of the project for the first 5 years, equivalent to _____ dollars.

2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to _____ dollars.
- (X) c. Principal
 - (X) Main Contractor
 - (X) Roofing Contractor
 - (X) Supplier of Roofing Materials

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(X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.

(X) e. This bond must be within the sum penalty without exceeding:

A determined 2-1/2% of the value of the total cost of the Project equivalent to _____ dollars

(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.

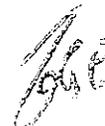
(X) 11. The policies to be obtained must contain the following endorsements including as additional insured the Department of Housing, Puerto Rico Public Housing Administration and the Government of Puerto Rico.

- (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:
3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.



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.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

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 unearned 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.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.



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: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

December 11, 2018
Date



Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

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HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available



thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. 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



- (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.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal

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- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto

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Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE
(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (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;



- (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



October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts



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by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.



The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)**

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every

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nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

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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.

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The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing

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of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

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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

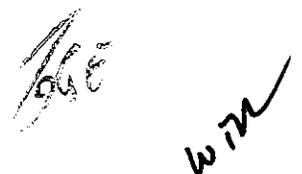
The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

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).

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GOVERNMENT OF PUERTO RICO
PROJECT LABOR AGREEMENT BETWEEN
PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
AND
LEMOINE DISASTER RECOVERY, LLC

ARTICLE 1. —LEGAL BASIS

This Project Labor Agreement (hereinafter, "Agreement") is hereby adopted in accordance and in compliance with Section 3 of Administrative Bulletin No. OE-2018-033, titled "Executive Order of the Governor of Puerto Rico, Hon. Ricardo A. Rosselló Nevares, to increase minimum wage for construction workers, implement laws that require the use of cement produced in Puerto Rico, and require the use of labor agreements in construction projects paid using public funds", enacted on July 30, 2018 (hereinafter, "OE-2018-033").

ARTICLE 2. —PURPOSE

The Government of Puerto Rico wishes to contribute to the economic welfare of construction workers, increase peace in the workplace and employee safety, and promote efficient and punctual performance of the Construction Project, as defined in Article 4 of this Agreement, in such a way that complies with the public policy set forth in OE-2018-033. In accordance with Section 4 of OE-2018-033, this Agreement shall promote these objectives and it exclusively: binds all contractors and subcontractors who participate in the Construction Project; contains tools to avoid interruptions based on labor disputes; promotes harmony in the workplace; provides uniform mechanisms to solve labor conflicts, and increases cooperation between contractors and workers in matters related to productivity and occupational safety.

ARTICLE 3. —PARTIES TO THE AGREEMENT

This document is a Project Labor Agreement entered into by Puerto Rico Department of Housing (PRDOH), as agency of the Executive Branch of the Government of Puerto Rico (hereinafter, "Agency"), and **LEMOINE DISASTER RECOVERY, LLC**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

ARTICLE 4. —CONSTRUCTION PROJECT

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

ARTICLE 5. —RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any

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subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

ARTICLE 6. –WAGES

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.



If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

ARTICLE 7. —PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.



Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.

ARTICLE 8. —DISPUTE RESOLUTION

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

Nothing provided in this Article prevents the parties from turning to any other judicial, administrative, or legislative forum to enforce their rights.

ARTICLE 9. —SAFETY AND PROTECTION REQUIREMENTS

At the Construction Project site, each Contractor must comply with and maintain the current safety requirements in accordance with the applicable state and federal rules and regulations, including the ones promulgated by the Puerto Rico Occupational Safety and Health Administration ("PR OSHA"), an entity under the DTRH.

Within sixty (60) days of signing the agreement, the Contractor must contact PR OSHA to request training regarding the occupational safety and health standards which must be implemented during the course of the Construction Project.

Furthermore, each Contractor must make sure that non-skillful workers ("obrerros no-diestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for its acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.



ARTICLE 10. —UNIONS

The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.

ARTICLE 11. —APPLICABILITY TO EMPLOYEES

The provisions of this agreement apply to all (skillful or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 — Fifth Revision (2005)."

b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.

c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

ARTICLE 12. —APPLICABILITY TO ENTITIES

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.

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Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

ARTICLE 13. —SEVERABILITY

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

ARTICLE 14. —EXCLUSIVITY OF AGREEMENTS

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

ARTICLE 15. —EFFECTIVE PERIOD

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.

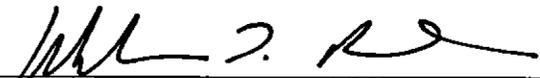
AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING, the parties sign this Agreement on December 6, 2019.

DEPARTMENT OF HOUSING

LEMOINE DISASTER RECOVERY, LLC



Fernando A. Gil-Enseñat, Esq.
Secretary



William T. Rachal
Vice-President
DUNS No. 080919445