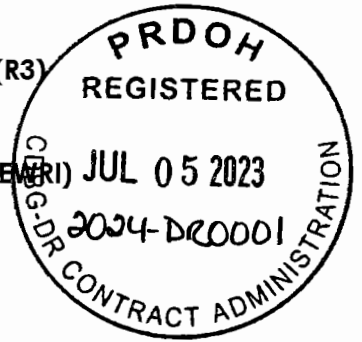




GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /
MITIGATION (CDBG-MIT)**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
HOME REPAIR, RECONSTRUCTION OR RELOCATION PROGRAM (R3)
BLUE ROOF REPAIR PROGRAM (BRR)
SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF-MIT)
HOME ENERGY AND WATER RESILIENCE INSTALLATIONS (CEWRI-HEWRI)
AND INCENTIVE SUBPROGRAMS (CEWRI-IP)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
SLS CO LLP**



This **AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES** (**Agreement** or **Contract**) is entered into in San Juan, Puerto Rico, this 3 of July, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **SLS CO LLP (CONTRACTOR)**, with principal offices in 3100 Carr. 199, Suite 301, San Juan, Puerto Rico, herein represented by Aaron P. Dugas, in his capacity as Division President, of legal age, married, and resident of Louisiana, US, 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 on 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. 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, 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, 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 the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

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,

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comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

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

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting Construction Management Services to assist PRDOH with the implementation and administration of the Home Repair, Reconstruction, or Relocation Program (**R3**), the Blue Roof Program (**BRR**) under the CDBG-DR Program, and the Single-Family Housing Mitigation Program (**SF-MIT**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the CDBG-MIT grants. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on June 17, 2022, the PRDOH issued the Request for Proposals (**RFP**) "CDBG-DRMIT-RFP-2022-07" for Construction Management Services with CDBG-DR/MIT funds. This request was placed through the "Registro Único de Subastas del Gobierno" (**RUS**) and the CDBG-DR/MIT Program website. Through this procurement process, the PRDOH received **eighteen (18) proposals**. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 22-69 dated September 26, 2022. The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP. The RFP allowed Proposers to submit Proposal for **two (2)** different levels of Construction Management Services. **Level 1 Construction Managers** are those with the greater financial capabilities which are able to operate and concurrently perform and complete extraordinary amounts of work within a larger geographical area. **Level 2 Construction Managers** are those with moderate financial capabilities which are able to operate, concurrently perform and complete moderate quantities of work within adjacent groups of municipalities.


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WHEREAS, on September 8, 2022, the CONTRACTOR submitted a proposal (**Proposal**), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the PRDOH desires to enter into an Agreement with **SLSCO LLP** for Level 1 Construction Management Services to secure its services and accepts the CONTRACTOR's Proposal and reasonable 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.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated February 1, 2023, authorizing the CONTRACTOR, via its Division President, Aaron P. Dugas, to enter into the Agreement with the PRDOH.

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 and unit price contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment C**) 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	Proposal
Attachment B	Scope of Work
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Labor Agreement
Attachment I	HUD Form 4010 (English and Spanish version)
Attachment J	SAM Wage Determination
Attachment K	Non-Conflict of Interest Certification
Attachment L	Minimum Architectural and Design Standards

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. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

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 on July, 3, 2026.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for **two (2) optional twelve (12) month** extension, upon mutual written Agreement of the parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. There is no

guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** 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 the CONTRACTOR's sole cost. Furthermore, the CONTRACTOR agrees to comply with the requirements set forth in **Attachment L** (Minimum Architectural and Design Standards).

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 C** 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 **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**; **Account Numbers: MITH07SFH-DOH-LM- 6090-03-000; MITH07SFH-DOH-LM- 6090-62-000; R02H07RRR-DOH-LM- 6090-03-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
- 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. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.



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- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K. Extended overhead costs are an Ineligible cost under this Agreement and shall not be reimbursable.
- L. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

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 the 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 the 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/MIT 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/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. **CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data 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.
- E. **PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

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



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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.

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 may 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.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract 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 Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.





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(c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, 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 Contract.

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) calendar 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) calendar 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/MIT 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) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

C. Termination by Unilateral Abandonment: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this 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) calendar days'** 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) business 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. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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 B** and



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Attachment D and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

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.

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B. Liquidated damages

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The CONTRACTOR will be subject to liquidated damages as related to their timeframes of performance under the program(s). Construction timeframes of performance will be established under Task Orders to be issued to CONTRACTOR for each home where work is to be performed. The schedule may be extended by any additional time or delays outside of the control of the CONTRACTOR cause by act of omission of the PRDOH, HUD, or any of their representatives. The CONTRACTOR shall ensure that, once a Task Order reaches Substantial Completion, all pertinent documentation from the CONTRACTOR for the homeowner to move into the home is furnished in no less than **sixty (60) calendar days** from the Substantial Completion Date. This documentation includes, but is not limited to, occupancy permits, no-debt certifications, and warranty packages. The CONTRACTOR shall pay to PRDOH, as liquidated damages, an amount equal to **one hundred (\$100.00) dollars** for each calendar day that the completion of work or the homeowner's move-in is late until deemed in compliance. Said sum, given the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer because of delay in the completion of the works requested, is hereby fixed and agreed as the liquidated damages that PRDOH and/or homeowner will suffer because 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. To apply and calculate such liquidated damages, a grace period of **ten (10) calendar days** shall be observed, and 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 **five hundred (\$500.00) dollars** for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the CONTRACTOR's work compliance with program quality and performance requirements.

XIV. LIABILITY

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

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

XV. INSURANCE

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 Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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 E** 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+



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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 Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program 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 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. 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, pandemic officially declared by the


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Government of Puerto Rico, 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 party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

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



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the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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


The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XX. NOTICES

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

To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Aaron P. Dugas
Division President
SLSCO LLP
PO Box 17017
Galveston, Texas 77552

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:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), 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/MIT funds to the Contract Administration Area of the PRDOH CDBG-DR/MIT Legal Division within **three (3) business 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 F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Executive Order No. 2022-014:** The CONTRACTOR agrees to faithfully comply with the provisions of Executive Order No. 2022-014 of February 20, 2022 (OE-2022-014), the Labor Project Agreement¹ signed by the PRDOH and the CONTRACTOR (**Attachment H**). The CONTRACTOR will provide a minimum salary of **fifteen dollars (\$15.00)** per hour to skilled construction workers and **eleven dollars (\$11.00)** to unskilled construction workers, for the work performed within the "Construction Project",

¹ The OE 2022-014 implements a pilot program for the incorporation of the Labor Agreements. The Secretary of Labor has to issue a new Labor Agreement in compliance with OE-2022-014. Until such agreement has been issued, the Labor Agreement under Executive Order No. OE-2018-033 remains in effect. Nevertheless, the applicable wages are those set forth in OE-2022-014, regardless of Attachment H.

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as defined in the OE-2022-014. The CONTRACTOR commits to acquire and use cement produced in Puerto Rico in compliance with Act No. 109 of July 12, 1985, as amended, 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 disbursing funds for any part or section of the "Construction Project" completed in non-compliance with Executive Order No. 2022-014. 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 which obligates the subcontractor to comply with all provisions of Executive Order No. 2022-014 (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 Executive Order No. 2022-014.

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.



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- 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 LPRA §§ 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 No. 52 of August 28, 1992, amending Executive Order No. 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. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.
- F. 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.
- G. 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.
- H. 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.
- I. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 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.



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- K. Compliance with Act No. 168-2000, as amended, 8 LPRA § 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 LPRA § 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 the "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 contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 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 is influenced 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 and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo 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 No. 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 No. 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.



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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) business 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 profession and assumes responsibility for his 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 money received under this Agreement.

R. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment K** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 LPRA §§ 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. 2021-003; CIRCULAR LETTER 001-2021 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 (*Secretaría 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.


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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.

C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico: The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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):

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- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
 - B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
 - C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Department of Housing (PRDOH) and the Puerto Rico Aqueduct and Sewer Authority (PRASA). The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
 - D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. 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. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XXVIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, *et seq.*, also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

XXIX. 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 and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 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, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

XXX. FEDERAL LAWS AND REGULATIONS APPLICABLE TO CONSTRUCTION CONTRACTS

A. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any



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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, as well as any subcontractors, shall provide a weekly statement with respect to the wages paid to each of its employees engaged on work covered by the Copeland "Anti-Kickback Act" during the preceding weekly payroll period.² The CONTRACTOR, as well as any subcontractors, shall deliver each weekly statement within seven days after the regular payment date of the payroll period, to the PRDOH. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the U.S. Department of Labor. The CONTRACTOR shall preserve his weekly payroll records for a period of **six (6) years** from the date of completion of this Agreement and the Subrecipients must also comply with the record retention requirements, as established in the policy on document handling, administration, and accessibility, in accordance with the RKMA policy, and ensure that all documentations is always available for any internal or external tracing visit. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

The CONTRACTOR, as well as any subcontractors, shall comply with all applicable "Anti-Kickback" regulations and shall insert HUD form 4010 and any additional provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations as applicable, and shall be responsible for the submission of affidavits and Statements of Compliance required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.³

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR, as well as any subcontractors, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. §§ 33701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or labors. The provisions of CWHSSA apply to all labors and mechanic, including watchmen and guards. 40 U.S.C. Section 3701(b)(2).

The CONTRACTOR, as well as any subcontractors, agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours in accordance with and subject to the provisions of the CWHSSA. Any work in excess of the standard work week is permissible provided that the worker is compensated at a rate of no less that on and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The CONTRACTOR will not require any laborer or mechanic employed in the performance of this Agreement to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards.

The CONTRACTOR, as well as any subcontractors, shall insert appropriate provisions of the CWHSSA 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.

² This statement shall be executed by the CONTRACTOR or by an authorized officer or employee of the CONTRACTOR who supervises the payment of wages and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

³ <https://www.dol.gov/agencies/whd/government-contracts/copeland-anti-kickback>

The CONTRACTOR, as well as any subcontractors, shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.⁴

C. DAVIS-BACON ACT

The CONTRACTOR, as well as any subcontractors, shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by the CONTRACTOR, as well as any subcontractors, including employees of other governments, on construction, work assisted under this Agreement, 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. The advertised specifications for every contract in excess of \$2,000, for construction, alteration, or repair, including painting and decorating, of public buildings and public works. 40 U.S.C. Sec. 3142.⁵

The CONTRACTOR, as well as any subcontractors, shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics. The CONTRACTOR will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

There may be withheld from the CONTRACTOR so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual Labor Standards Enforcement Report) to PRDOH. All covered subcontracts must include Davis-Bacon and other labor standards clauses and the applicable federal wage determinations as well as the local prevailing wage established in this contract. The Federal Labor Standards Provisions on Form HUD 4010 covers the Davis-Bacon and related acts expected 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.

The HUD Form 4010 and a Spanish translation of the original form are included as **Attachment I** to this contract. The attachment ensures contractors, with a predominant fluency in Spanish, are able to immediately reference labor requirements to ensure full compliance for Davis-Bacon and related Acts.

In addition, the applicable wage determination is included as **Attachment J** to this contract. The attachment guarantees that the contractors are informed of the prevailing wages to ensure compliance with federal and state regulations.

D. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

The CONTRACTOR, as well as any subcontractors, shall comply with the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201-219), which governs such matters as Federal

⁴ <https://www.dol.gov/agencies/whd/government-contracts/cwhssa>

⁵ Section 110 of the Act, determines the DBRA applicability to CDBG-DR. The Act further provides that Section 5310 (Section 110 of the Act) apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. (8 units or more)

minimum wage rates and overtime, as supplemented by the Department of Labor regulations (29 C.F.R. Parts 500-899).

The CONTRACTOR agrees to comply with and implement the applicable regulations of the U.S. Department of Labor at 29 C.F.R. Parts 500-899.⁶

XXXI. CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR/MIT Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXXII. SECTION 3 CLAUSE

A. The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; 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 75 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 75. 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 75.

⁶ <https://www.dol.gov/agencies/whd/flsa>.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. 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 (46 U.S.C. § 5307) also applies to the work to be performed under this contract. 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 contract 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).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

XXXIII.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 contract, 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,


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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.

XXXIV.EQUAL OPPORTUNITY

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- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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 consideration for employment without regard to race, color, religion, sex, or national origin.
 - C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 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 Exec. Order No. 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 Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 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 Exec. Order No. 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.



XXXV. SOLID WASTE DISPOSAL ACT

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- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (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 website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
 - b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXVI. 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 are convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXVII.SUSPENSION AND DEBARMENT

- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. 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, 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 PRDOH, 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, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.


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XXXVIII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. 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 a written document signed by both PRDOH and the CONTRACTOR.

XLIII. 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. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLIV. 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.

XLV. 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.

XLVI. 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.

XLVII. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Work (**Attachment B**), Performance Requirements (**Attachment D**), the Compensation Schedule (**Attachment C**), and lastly, the CONTRACTOR's proposal (**Attachment A**).


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XLVIII. 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.

XLIX. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.



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C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

L. 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.

LI. 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/MIT Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

LII. 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) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LIII. 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.

LIV. 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.

LV. 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

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the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30) calendar days** of execution by the other party, this Agreement shall be null and void.

LVI.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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

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



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**PUERTO RICO DEPARTMENT OF
HOUSING**

SLSCO, LLP

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 3, 2023 13:54 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Aaron Dugas
Aaron Dugas (Jul 3, 2023 10:15 CDT)

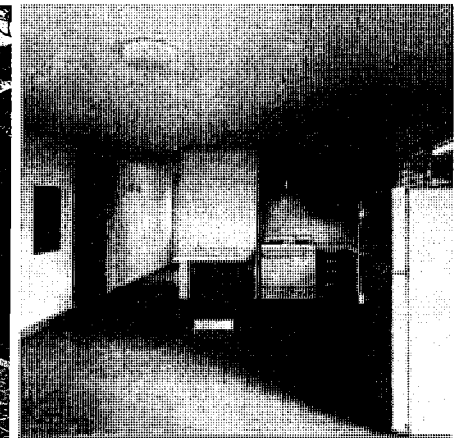
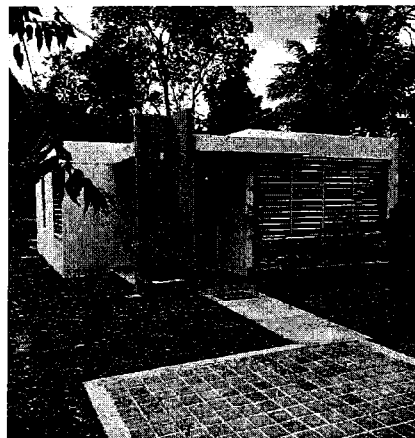
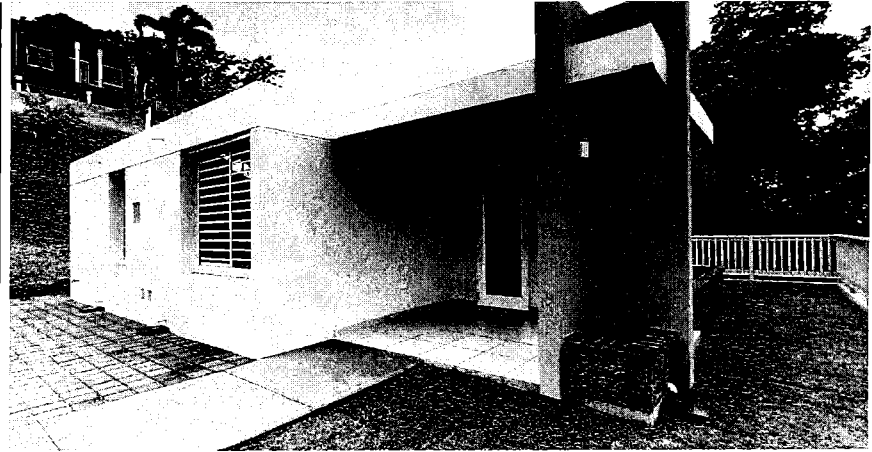
Aaron P. Dugas
Division President

**PUERTO RICO DEPARTMENT OF HOUSING
CONSTRUCTION MANAGEMENT
SERVICES R3, BRR, SF-MIT PROGRAMS**

**CDBG-DRMIT
RFP-2022-07**

PUERTO RICO
DEPARTMENT OF HOUSING
606 AVENIDA BARBOSA
SAN JUAN, PR 00917

DUE: SEPTEMBER 8, 2022 AT 4:00 PM



SUBMITTED BY: SLSCO LLP

3100 CARR 199, SUITE 301, SAN JUAN, PR 00926 | 713-880-8411
HAMILTON SMITH | HSMITH@SLSCO.COM | MOBILE 251.709.4482

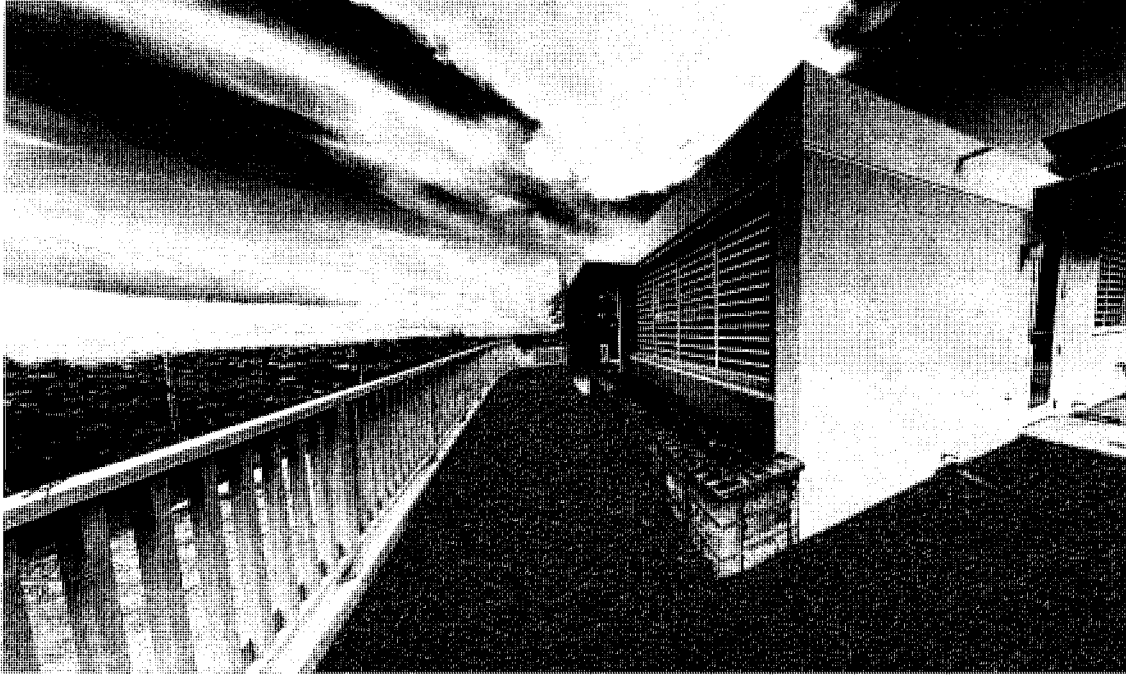
RESTRICTION OR DISCLOSURE AND USE OF DATA

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this proposal if it is obtained from another source without restriction. All data in this proposal are subject to this restriction.

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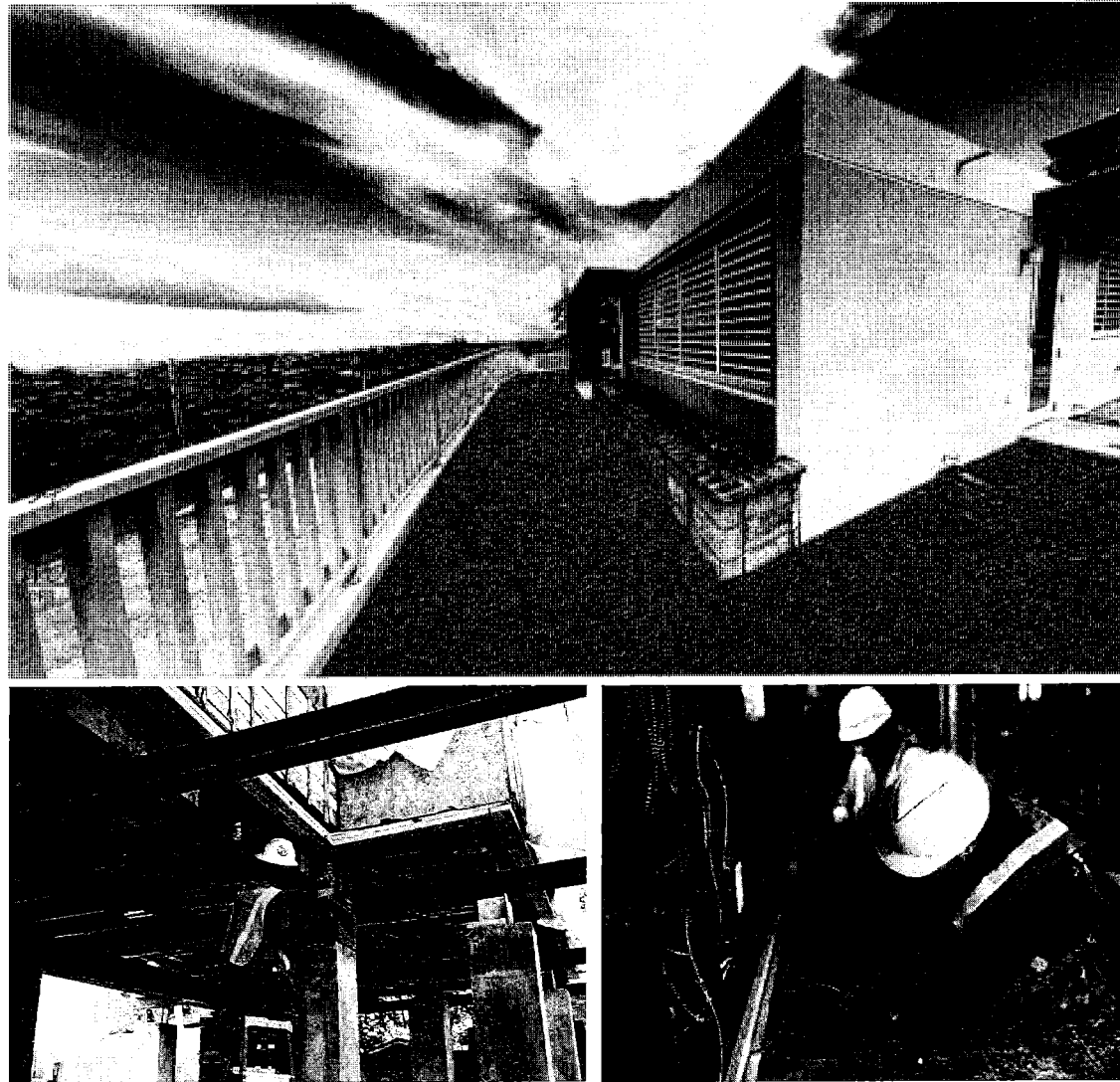
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VOLUME 2 - TAB 1

**EXHIBIT A-2: TECHNICAL PROPOSAL
CHECKLIST**



VOLUME 2 - TAB 2

COVER LETTER



September 8, 2022

Puerto Rico Department of Housing
Attn: Melissa Almodóvar Suárez, Esq.
Interim Procurement Director
CDBG-DR and CDBG-MIT

RE: SLSCO, LLP Volume 2 Submittal – Qualifications & Work Approach
RFP CDBG-DRMIT-RFP-2022-07: Construction Management Services for R3, BRR and SF-MIT

Ms. Melissa Almodóvar Suárez, Esq.,

On behalf of SLSCO LLP (SLS), I am pleased to present this response for Request for Proposal (RFP) number CDBG-DRMIT-RFP-2022-07, Construction Management Services for R3, BRR, and SF-MIT. SLS is committed to providing the services outlined in this RFP for the price and schedule proposed.



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ABOUT OUR TEAM:

- SLS is a highly experienced Design-Build firm with nearly 2 decades of CDBG-DR, mixed income, public, multi-family, STEPH, DALHR, Rapid Repair and housing recovery experience.
- Benitez, Ramos & Associates (BR&A) is a Puerto Rico based engineering firm with over 46 years of combined experience providing innovative design, engineering, and project management services.
- SLS will serve as Prime Contractor and Construction Manager, with BR&A as a subcontractor providing design and permit management services.

PUERTO RICO EXPERIENCE AND DEDICATION:

SLS has nearly 2 decades of housing rehabilitation experience throughout the Caribbean and across the nation, with directly relevant experience constructing recovery housing projects in Puerto Rico. We have delivered over 50,000 housing units with comprehensive values exceeding \$1.0 billion in the past 15 years.

SLS is currently executing on the Community Development Block Grant – Disaster Recovery (CDBG-DR) – Home Repair, Reconstruction, or Relocation Program in support of the Puerto Rico Department of Housing (PR DOH). Prior to this program, SLS provided the temporary repair and/or reconstruction of over 27,000 homes as a part of Puerto Rico's STEP and PHC programs. We hope to continue our efforts as a part of the subject program.

SLS and BR&A are located in Puerto Rico. We have a dedicated and successful history of supporting housing recovery projects and initiatives through the island.

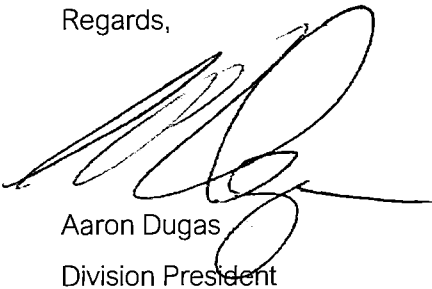
CAPACITY TO PERFORM

SLS has an aggregate bonding capacity of over \$4.0 billion, with a single project limit of \$1.0 billion. We have the capacity to perform in terms of bonding, financial, material, and personnel resources. Aaron Dugas is Division President of SLS and has the authority to execute all documents and contract related documents associated with this procurement. We have enclosed an authority letter signed by William Sullivan, President and Principal, granting authority to Mr. Dugas.

Regards,



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Aaron Dugas
Division President



2.1 Authority Letter



September 8, 2022

Puerto Rico Department of Housing
Attn: Melissa Almodóvar Suárez, Esq.
Interim Procurement Director
CDBG-DR and CDBG-MIT

RE: SLSCO, LLP Volume 2 Submittal – Qualifications & Work Approach
RFP CDBG-DRMIT-RFP-2022-07: Construction Management Services for R3, BRR and SF-MIT

Ms. Melissa Almodóvar Suárez, Esq.

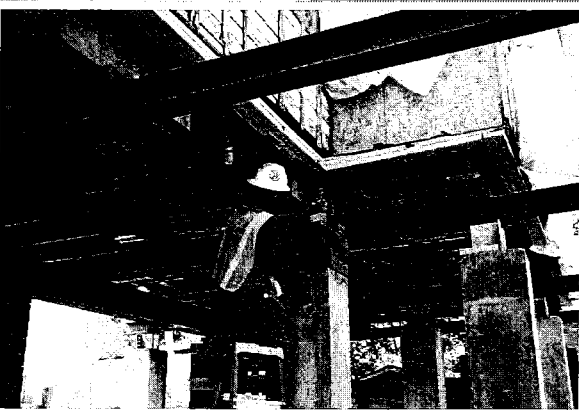
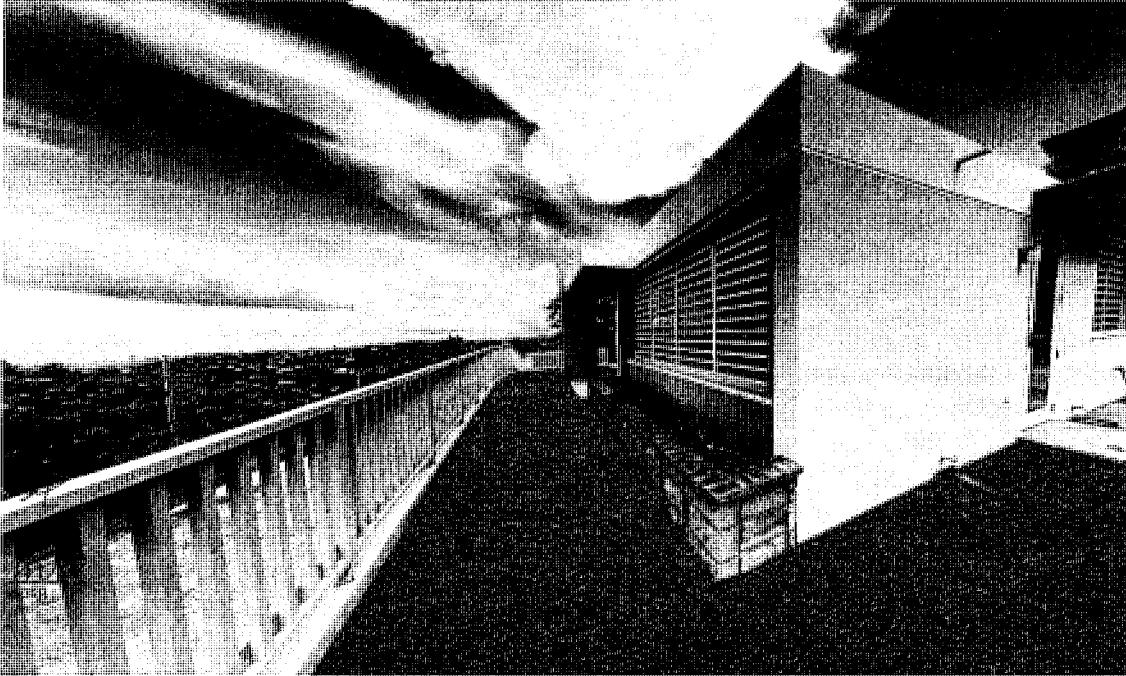
This offer is submitted by SLSCO LLP (SLS). As President and Principal of SLS, a Texas limited partnership, I hereby grant Aaron Dugas, President the authority to execute the above-referenced proposal and all required documents on behalf of SLS as our authorized representative.

Regards,

William Sullivan
President and Principal

P: 713.880.8411

M: 832.731.8235

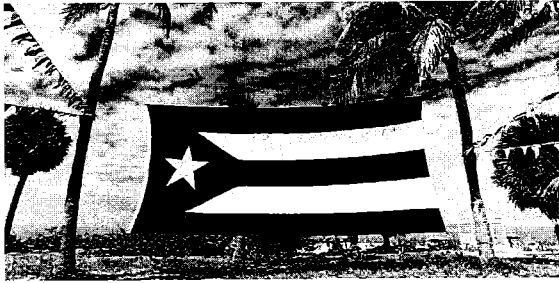


VOLUME 2 - TAB 4

COMPANY PROFILE

4.1 SLS

OVERVIEW



SLS is a construction management, general contracting and program management firm providing the full spectrum of construction and development services, including

- ◆ Disaster response, recovery, and restoration
- ◆ Home construction, rehabilitation, and elevation
- ◆ Government contracting
- ◆ Infrastructure services

We perform work across the United States and the Caribbean Basin and have been involved in projects at all levels of government and private industry in locations such as Texas, Louisiana, South Carolina, North Carolina, Florida, Pennsylvania, New York, New Jersey, South Dakota, Virginia, Massachusetts, California, New Mexico, Haiti, **Puerto Rico**, U.S. Virgin Islands, and the Pacific Rim.

SLS has a wealth of industry knowledge that provides clients with desired capabilities and timely project executions. Our experience

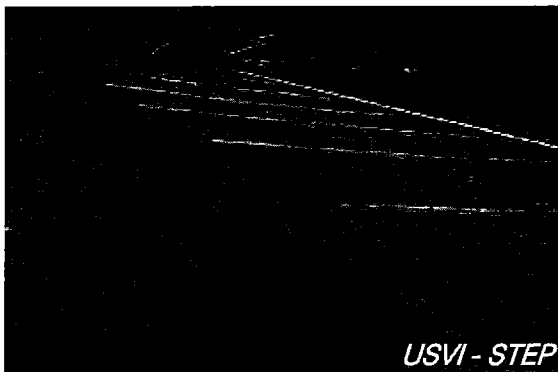
and qualifications in the realms of CDBG-DR and FEMA-DA housing uniquely qualify us to support the services required. Complementing our directly relevant performance history from both the management and contracting sides, we bring a cadre of personnel with the skills, knowledge and abilities supported by a robust corporate infrastructure to successfully provide the requested services. The following fundamental relevant qualifications and competitive advantages qualify us for this contract.

RAPID PERFORMANCE

"In response to almost every major natural disaster in the United State for nearly 2 decades, SLS' team has helped residents and communities recover from traumatic disasters, restoring lives to normal as quickly as possible."

Understanding the dire and critical nature of these types of programs, SLS has a solid reputation for being able to provide construction management and contracting services in high-volume and time-compressed situations. For example, after Hurricane Maria struck Puerto Rico in 2017, SLS was engaged to lead the FEMA-funded STEP/PHC programs for immediate rehabilitation of homes destroyed or damaged by the storm. In just under one year, SLS was able to rehabilitate and reconstruct over 27,500

homes in a devastated and ravaged environment. An additional example of our rapid production capabilities is the New York City Rapid Repairs Program in New York after 2012's Superstorm Sandy. In a period of 4 months, we rehabilitated and repaired over 2,100 homes throughout the City in less-than-ideal weather and urban geographic conditions.



MULTI-FACETED CONSTRUCTION EXPERIENCE

SLS has operated as a construction manager and general contractor in numerous CDBG-DR and FEMA-DA programs. We believe this gives us a tremendous market advantage. Through our history on "both sides of the fence," we understand the intricacies, needs, requirements and protocol necessary to provide support to PR DOH as a manager and a contractor. From a management perspective, we understand the complexity of producing a multi-faceted program, with vast compliance, reporting, documentation, and resource management fundamentals. From a

contracting perspective, we understand scheduling, logistics, personnel, payment, and subcontractor/vendor management considerations. Having operated in both roles, we know how to execute as both manager and contractor, and most importantly, marry the 2 together to coordinate and create a cohesive and comprehensive team that produces successful results.

PROGRAM EXPERIENCE

SLS direct experience working with PR DOH Program Managers, Grant Managers, and leadership, executing initiatives identical in scope to those identified in this solicitation.

SLS is very familiar with comprehensive and high-volume housing production programs and understands these types of endeavors have many moving parts, with many factors that must be given attention, as well as a myriad of stakeholders, who have vested interest in the work.

We have a proven track record with executing similar assignments across the country in all types of locations working for many notable clients such as HUD, FEMA and numerous state, regional and local agencies. We understand the fundamentals of these programs and have enacted focused and specific methods of production concentrating on meeting timelines, budgets,

and completion goals. We do not have a learning curve when entering these endeavors and are able to make immediate and concentrated impacts.

SLS is adept at executing HUD CDBG-DR programs, which are unique in funding, reporting and compliance protocol. Over the past several years, many contractors have tried and failed to perform these CDBG assignments due to lack of flexibility, inability to work closely with clients or utilize resources and time efficiently.



SLS' management philosophy is intentionally flexible to allow us to respond to the specific needs of our clients and the programs in which they have engaged us to perform. We have learned how these programs work and have put a business model in place to operate above these limiting factors. PR DOH can be assured that SLS will take all of the knowledge it has gained and continue to improve and provide the level of services required to execute the large volume of work involved in this Program. Our business model has evolved into one that allows us to correctly evaluate assignments, efficiently

dedicate necessary resources, work intimately with the sponsoring agency, increase accountability and ultimately complete assignments as expected.

COMPREHENSIVE & STREAMLINED TEAM

SLS brings to the table not only a highly qualified in-house asset, personnel, and resource pool, we also bring very qualified third-party team members to this endeavor. Every function required will be provided by experienced and successful team member firms with national, regional and local experience. From assessments to inspections to reporting, and including design, engineering, permitting and construction, our team is highly streamlined and capable of seamlessly executing the entire evolution of the program.

PERFORMANCE CAPACITY

Our in-house resources and personnel are deep and qualified. As such, we can manage the construction process of hundreds of homes simultaneously on a consistent production cycle. Further, we can ensure completion of all projects well within mandated timelines. Based on a deep roster of qualified and experienced management, operational and administrative personnel, we will staff the Program across all divisions and perform every responsibility and task without conflict and in a streamlined and high-volume manner.

SLS has the proven ability to mobilize the right people to the right places immediately and operate in a highly efficient manner. We have a consistent performance history in past programs in terms of completing homes in less than the specified timeframes. For example, during the peak of Hurricane Ike housing recovery efforts, we were able to consistently complete reconstruction projects in less than 60 days from the Notice to Proceed as a general contractor.

FINANCIAL CAPABILITY

SLS has the financial capability to manage and execute high-volume CDBG-DR Housing programs. Through a strong mix of over \$500.0 million dedicated available cash and lines of credit, we can underwrite projects and meet all obligations without operational issues. We have accounts used exclusively for housing programs, with realistic terms and timelines. Additionally, we can guarantee our work with a bonding capacity of over \$4.0 billion and an individual limit bonding capacity of over \$1.0 billion.

Over the past several years, financial issues have caused many management and operational service providers in housing programs to incur significant delays and eventual be removal from programs due an inability to meet obligations to vendors, suppliers, and subcontractors. SLS has never been in danger of this and has never let any

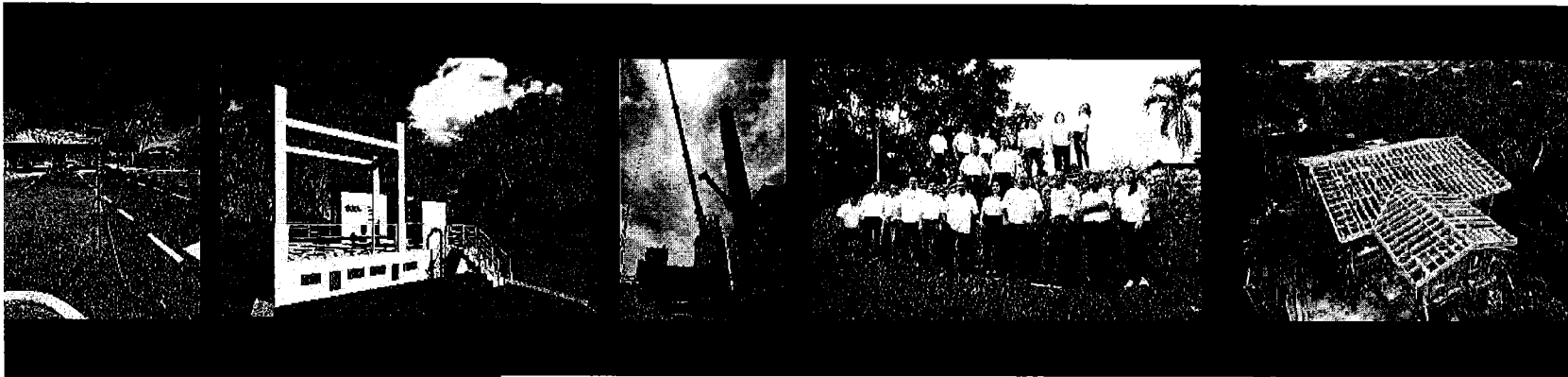
financial issues affect our work or project volumes.

Recognizing that CDBG-DR programs are reimbursement programs, SLS is not a "pay when paid" type of company. We recognize that in order to work with many residential contractors and subcontractors, including M/WBE and Disadvantaged Businesses, they must be able to count on cash flow on a regular basis. SLS is in a financial position to absorb the lag in timing of funding from our clients, and continue to pay our subcontractors, suppliers, and vendors on a regular basis regardless of reimbursement timing.

SLS ADVANTAGE

- **Over 15 years leading the way in CDBG-DR Housing**, executing multiple projects identical in scope to the Puerto Rico Department of Housing's (PRDOH) requirements.
- **Executive leadership engagement from start to finish**, providing PRDOH agile solutions for evolving situations.
- **Strong presence throughout Puerto Rico** with the team and subcontractor relationships in place to effectively execute.
- **Established and tested processes**, management, and supply chain, guaranteeing successful execution.
- **Successful history of past performance** on PRDOH projects.

COMPANY PROFILE



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4.2 BR&A

THE FIRM

Benítez, Ramos & Associates (BR&A) is an engineering firm servicing Puerto Rico, US and the Caribbean. With over 46 years of combined experience and continuous consulting practice, the firm provides services to the manufacturing, construction and services industries. We're designers, engineers, and project managers, innovating together to serve our community and our customers.

Ranked in the top five (5) Puerto Rico Largest Engineering Services Firms by the most recent Caribbean Business Book of Lists 2021, our engineering services includes project management from planning and design development to completion and project start-up. We offer technical expertise in a wide array of fields to meet our customer needs with a dedicated professional staff and strategic partnership with local and international firms.



The firm offers specialized services including:

Program, Project & Construction Management

Design & Permitting

Properties / Project Inspections & Reporting / Assessments

Quality Control & Assurance

Planning & Scheduling

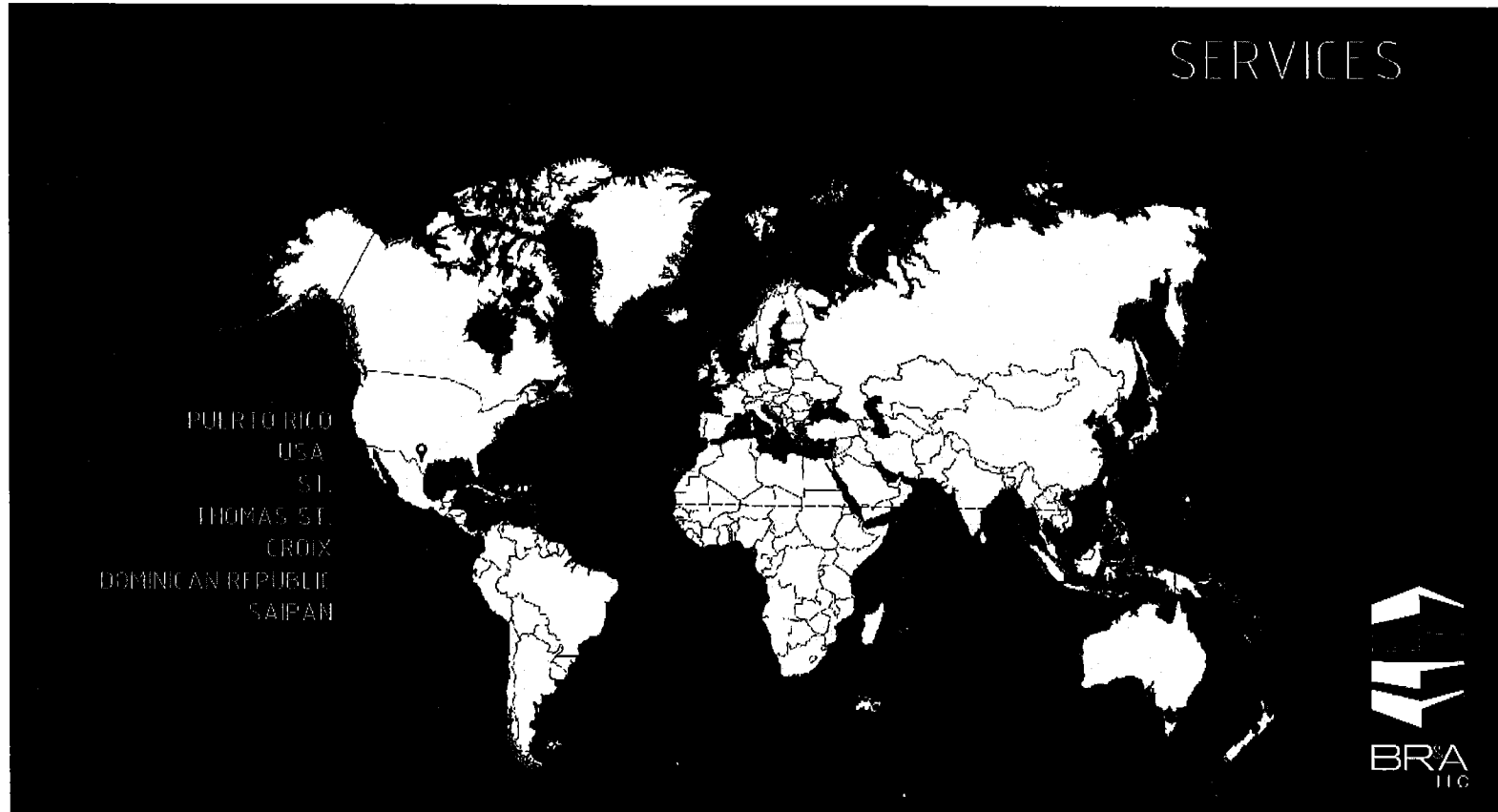
Change Orders & Claims Management

Project & Document Control

Cost Estimating

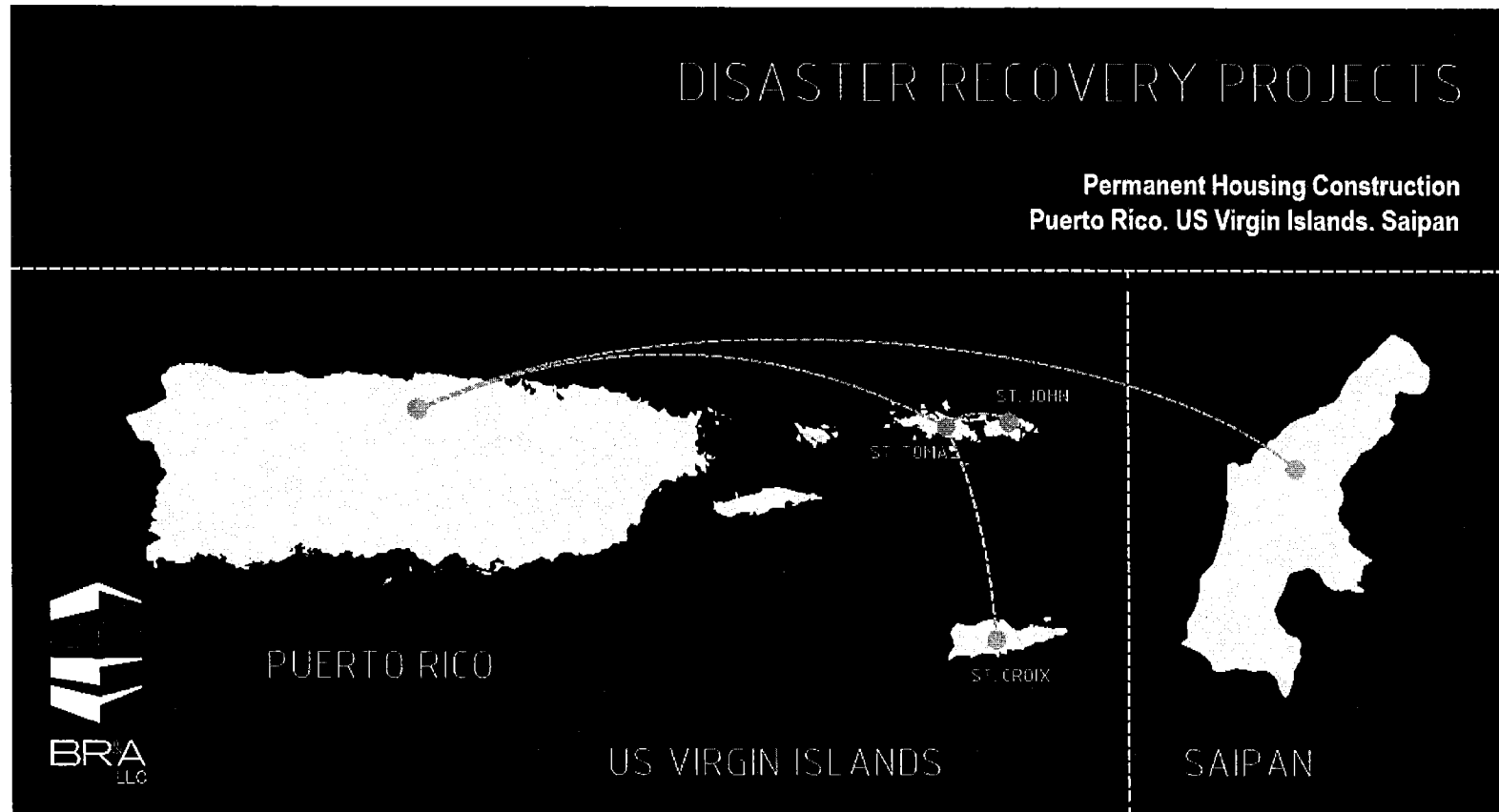
Project Closeout

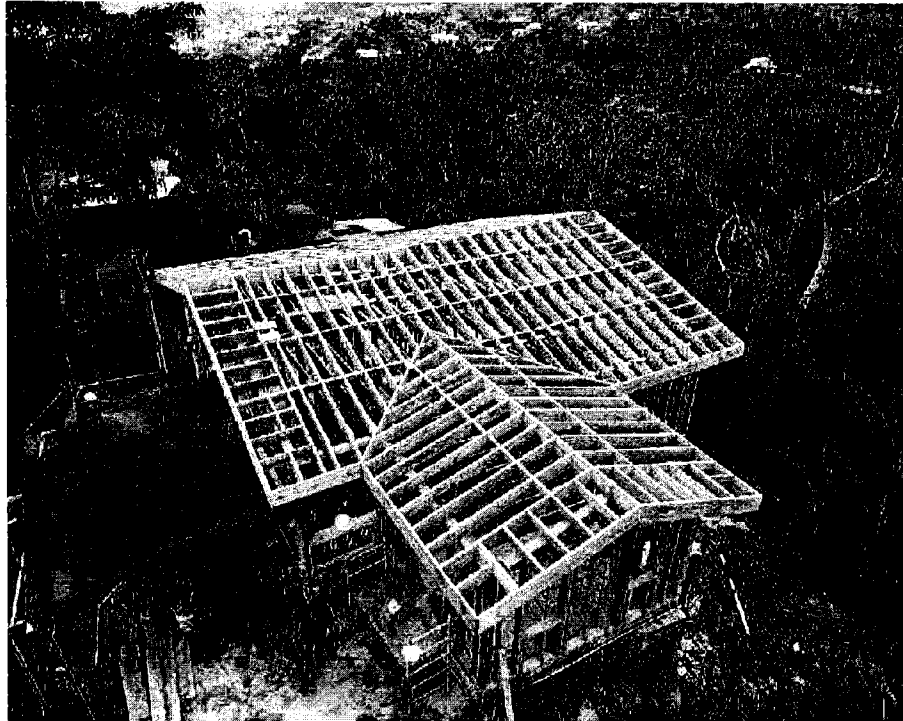




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DISASTER RECOVERY

Permanent Housing Construction Puerto Rico

The Permanent Housing Construction program is offered in insular areas outside the continental United States where alternative housing resources are unavailable or scarce, and where repairs are neither feasible nor cost-effective.

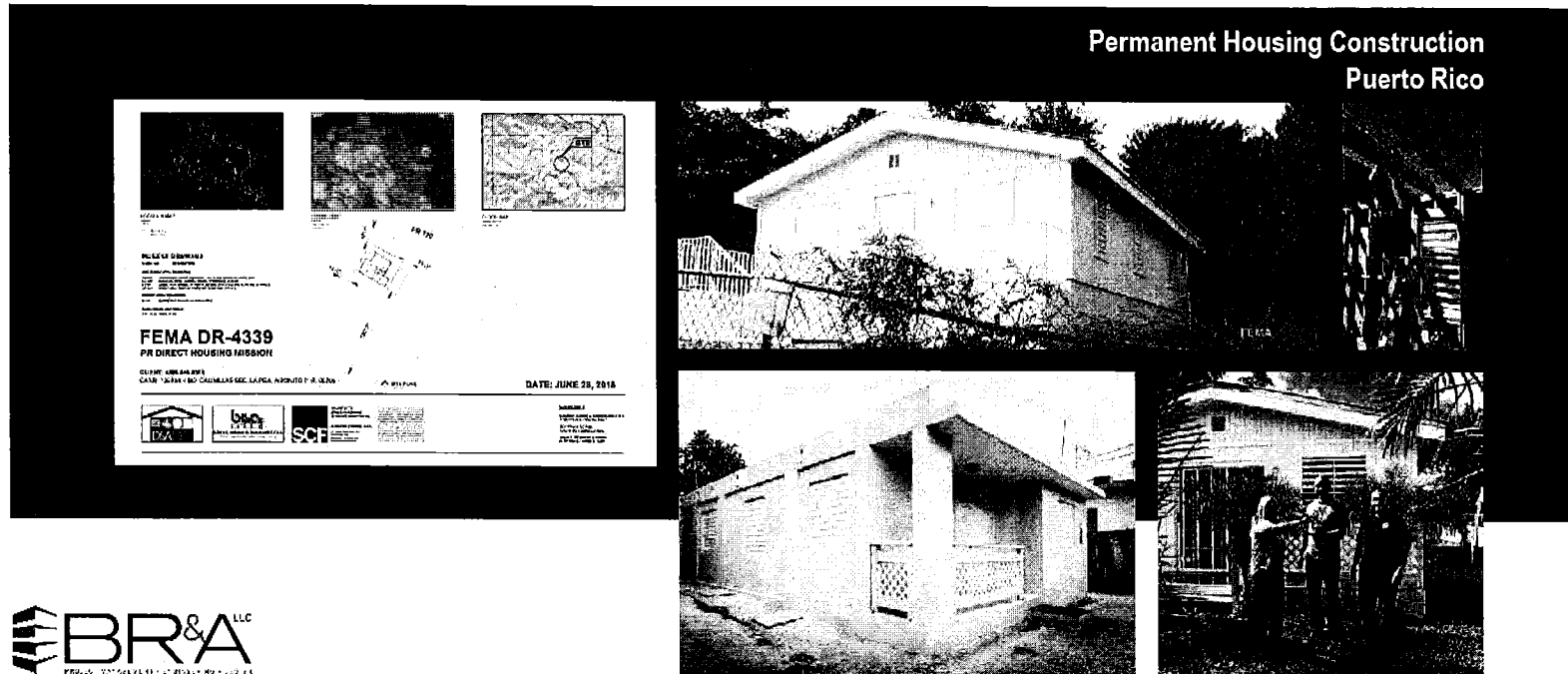
- Lead Designers
- Permitting
- Quality Control
- Services During Construction



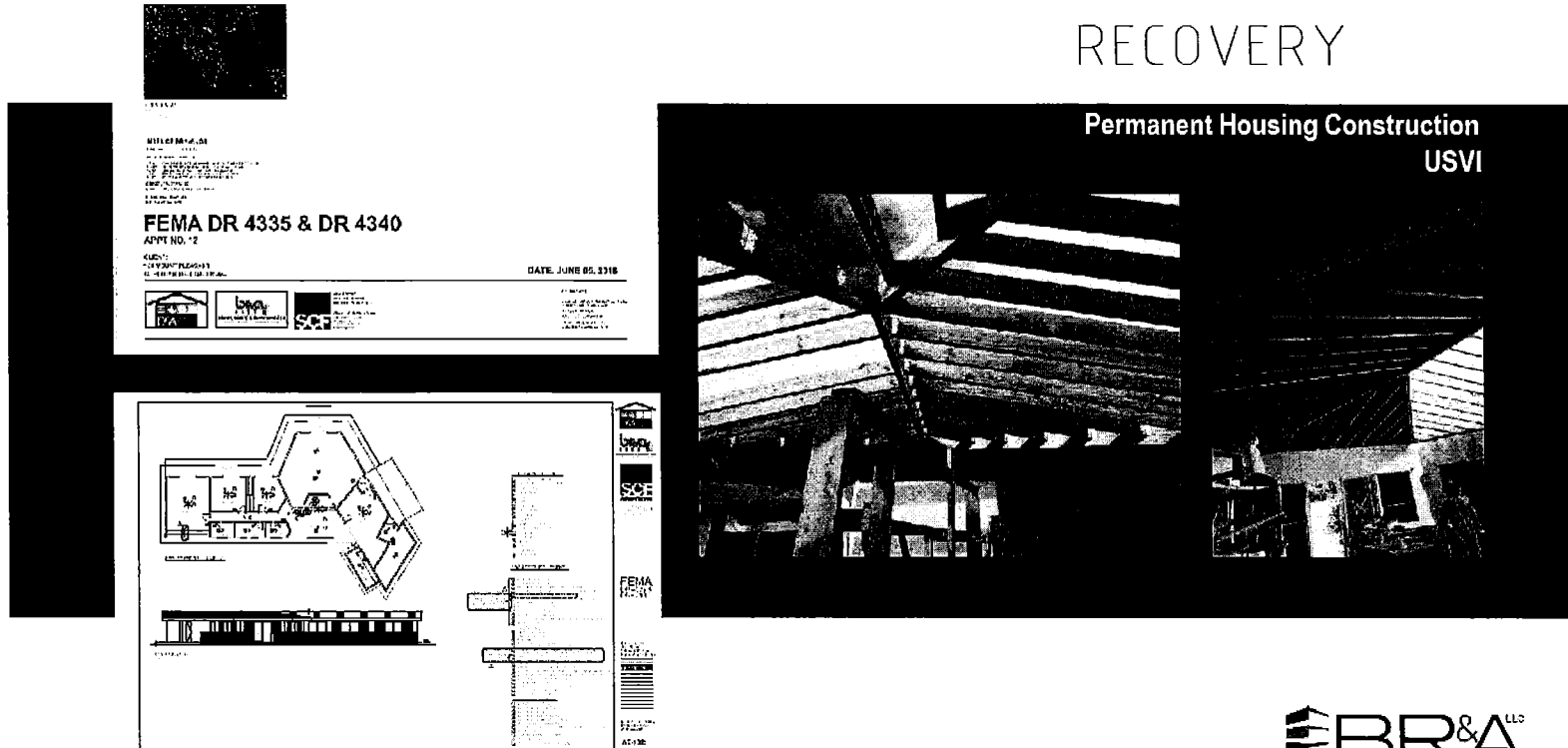
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DISASTER RECOVERY

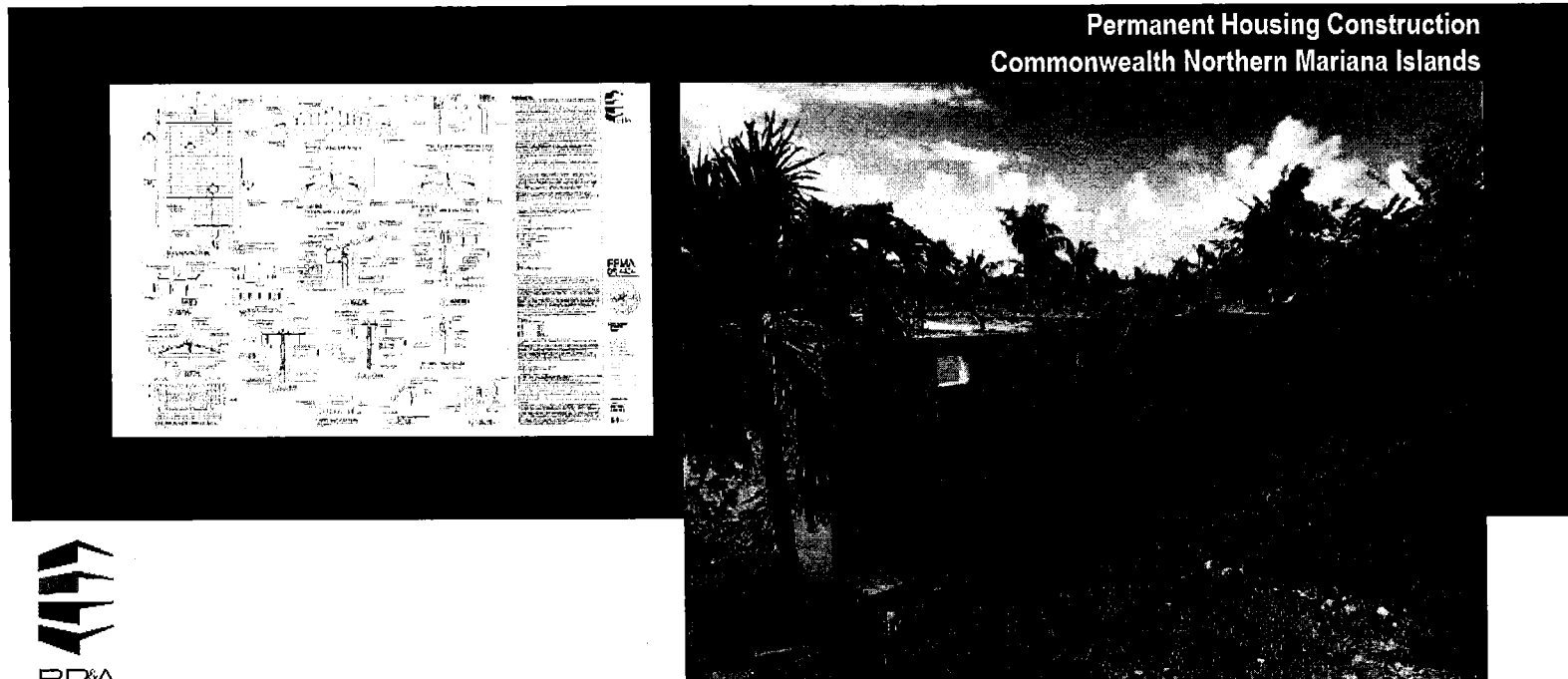


DISASTER RECOVERY



BR&A LLC
PROJECT MANAGEMENT • CONSTRUCTION • DESIGN

DISASTER RECOVERY





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LLC

CONSULTING SERVICES

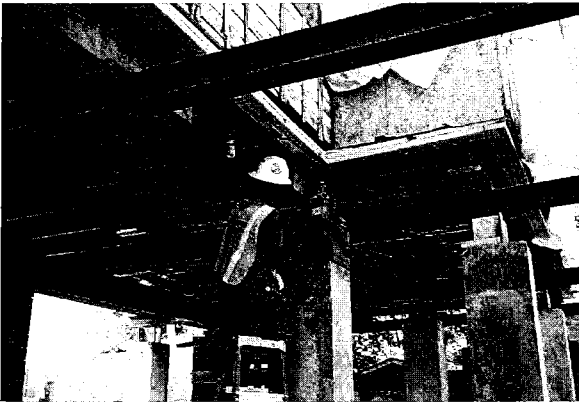
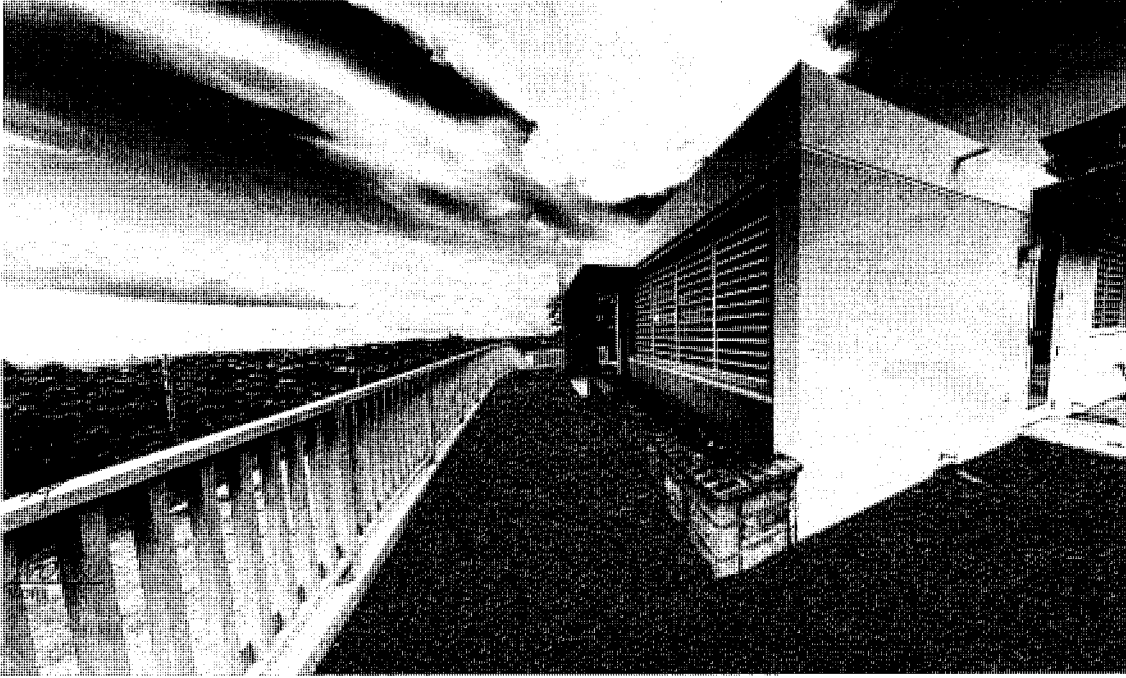
BPPR - deShow

- **Property Assessment Evaluation and Reporting**
- **Cost Estimates for Construction and Repairs**
- **Structural Condition Evaluation**
- **Land Surveying**
- **Permitting**



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VOLUME 2 - TAB 5

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

SLSCO LLP (SLS) is submitting this proposal to the PRDOH for RFP CDBG-DRMIT-RFP-2022-07 for Construction Management Services for R3, BRR and SF-MIT. As demonstrated within our proposal, SLS has prior experience executing contracts identical in scope to those laid out in the RFP. A summary of SLS' qualifications includes:

- ◆ The SLS team is composed of SLS as Offeror and BR&A as lead design partner and subcontractor. The comprehensive nature of our talent and experience will provide PRDOH with a well-rounded and capable organization that has a history of undertaking large and unique assignments and performing successfully according to client expectations, and strict CDBG-DR guidelines.
- ◆ Over the past 15 years, the SLS team has provided combined construction management, program management, general contracting, and construction management related services for 250,000+ homes for government sponsored disaster recovery programs for FEMA, HUD, and all levels of government throughout the U.S. and Caribbean Basin with combined project and construction values over \$1.0 billion.
- ◆ In the past several years, the SLS team has provided over 200,000 damage assessments, ECRs and work scopes for FEMA and CDBG-DR disaster recovery programs.
- ◆ The SLS team has direct and recent experience in the Caribbean Basin stemming

from Hurricanes Maria and Irma, specifically in Puerto Rico for the STEP, PHC, and CDBG R3 programs.

- ◆ SLS team members have performed work together over the past several years in projects such as Puerto Rico CDBG-DR and STEP, USVI STEP, Monroe County, Florida STEP and in other CDBG-DR and FEMA programs.
- ◆ SLS offers a strong financial position to the Program unmatched by any other competitor. We have a bonding capacity of over \$4.0 billion, with a single project limit of \$1.0 billion. In addition, we have access to over \$500.0 million in cash and credit lines to fund operations for this Program. In essence, **we have the proven capability to keep contractors and subcontractors paid and active when necessary.**
- ◆ Through our prior program experience, we have a strong record of local hiring practices, specifically in the realm of Section 3 and M/WBE individuals and businesses.
- ◆ Our talented staff has 100+ years of combined direct construction and program management experience, leading, managing and performing services such as program & project planning; program and project guidelines & standards; construction standards & regulations; damage assessments; estimated costs of repairs (ECRs); work scopes; estimating; procurement; contractor and subcontractor engagement & management; benefit selection

criteria; software and document interface & control procedures; client, contractor & homeowner interface protocol; financial execution & reporting procedures; Section 3 & M/WBE hiring; document control; HUD CDBG-DR compliance, warranties; and closeout activities.

- ◆ SLS will provide seasoned leadership performing for the PRDOH today in its

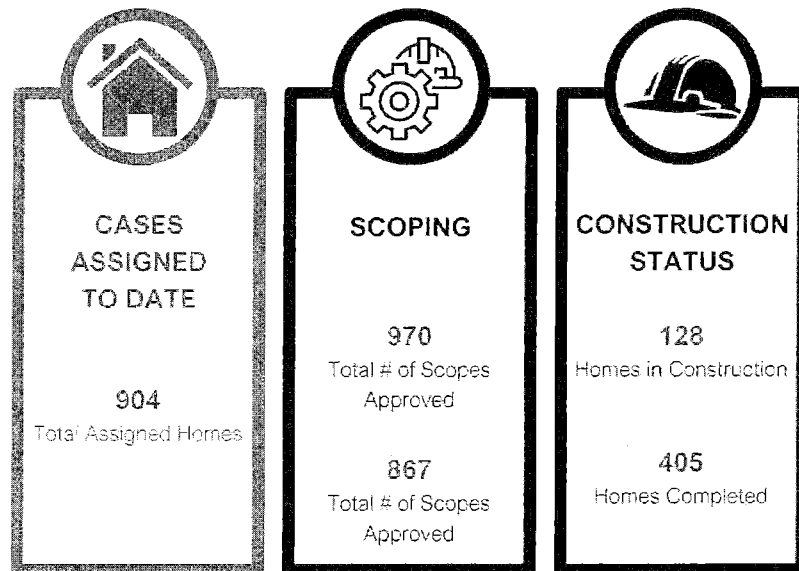
execution of this contract. SLS and BR&A team members are familiar with PRDOH's standard operating procedures and will bring continuity across the programs.

The SLS team is fully qualified for this critical Program, and we are ready, willing, and able to mobilize immediately and begin working with PRDOH to execute this important mission.

Puerto Rico
Department of Housing

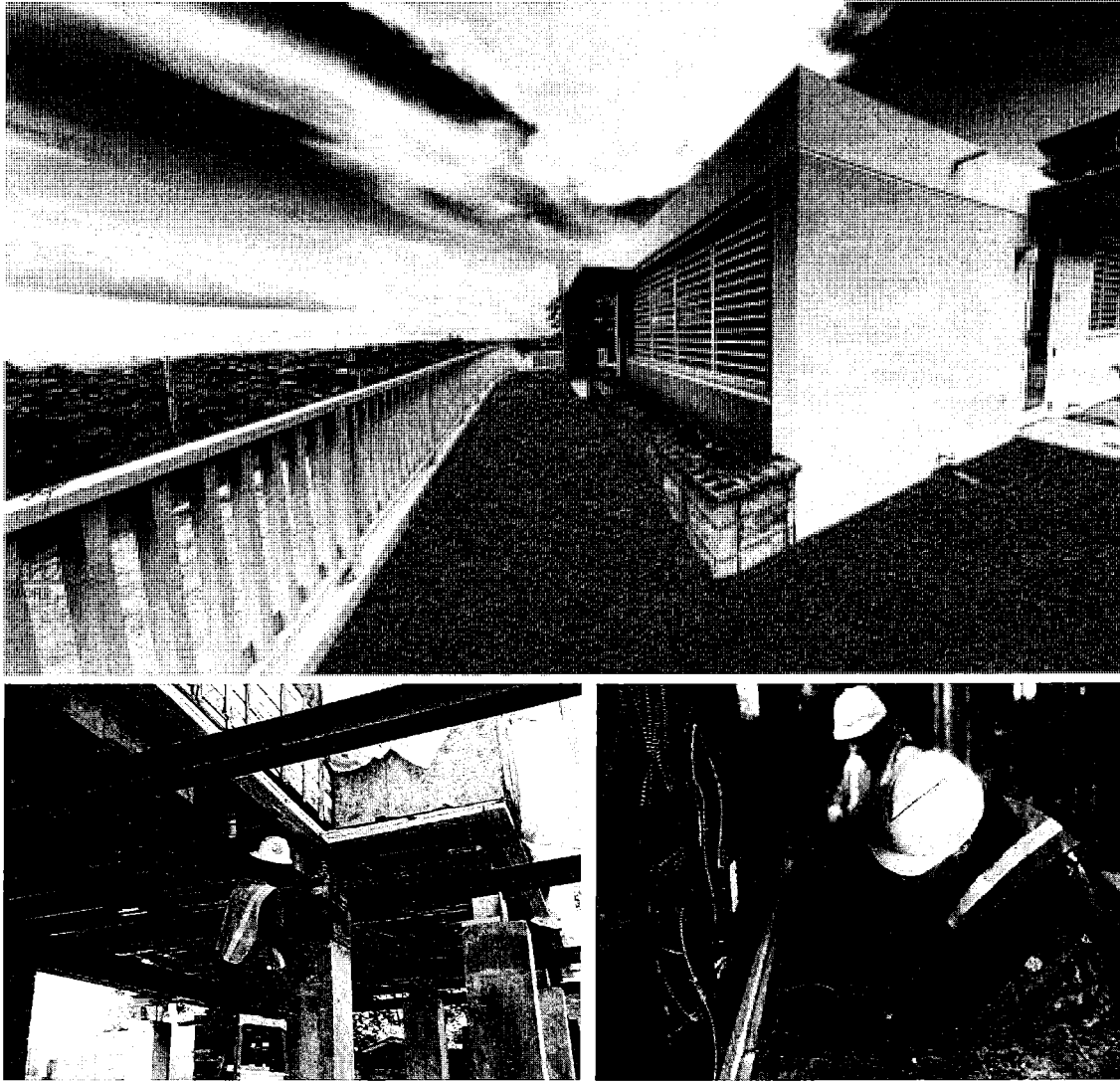
R3 Program

Progress to Date



KEY PERSONNEL

- ◆ William Sullivan – President
- ◆ Aaron Dugas – Division President
- ◆ Hamilton Smith – Division Senior Vice President
- ◆ Christopher Price – Senior Program Manager
- ◆ Denis Naquin – Deputy Senior Project Manager
- ◆ Norberto Benitez PE - R3/BRR Lead Design Manager
- ◆ Rolando Mateo PE - SF-MIT Lead Design Manager
- ◆ Vincent Fafard PE - R3/BRR Lead Construction Manager
- ◆ Luis Hernandez - SF-MIT Lead Construction Manager
- ◆ Kaleth Fradera – Lead Safety Manager
- ◆ Juan Emmanuelli – CDBG Accounting Manager
- ◆ Maria Enquirez – Lead Compliance Manager
- ◆ Donna Puckley – Human Resource Manager
- ◆ Jeffery Santiago – Lead Procurement Manager
- ◆ Angel Marichal -SF-MIT Quality Control Manager
- ◆ Jean Julbe – R3/BRR Quality Control Manager
- ◆ Pedro Concepcion – R3/BRR Construction Lead
- ◆ Ricardo Rosario – SF-MIT Construction Lead
- ◆ Edwin Perez– Estimating Manager
- ◆ Milton Feliciano – Warranty Manager
- ◆ Lourdes Rivera – Customer Service Manager



VOLUME 2 - TAB 8

TECHNICAL PROPOSAL

8.1 Proposed Plan of Action/Work Approach

8.1.1 Overall Understanding of Goals and Requirements of Program

SLS has a complete understanding of the services to be provided, and possesses all the resources necessary (personnel, equipment, material and financial) to complete thousands of homes across all regions of Puerto Rico. We acknowledge and understand the objectives of the CDBG-DR and CDBG-MIT R3, BRR & SF-MIT program. SLS is committed to safe evaluation and completion of projects on-time, budget, quality and compliance with, federal, state, local laws, statutory, regulations, requirements and standards. This includes but is not limited to the following:

- ◆ Reduce the amount of time and increase the production of assigned applications;
- ◆ Provide practical, feasible and cost reasonable design solutions;
- ◆ Control cost and reduce Program(s) budget overruns;
- ◆ Provide, implement and administer the Quality Plan and optimize quality assurance of the services and goods being provided;
- ◆ Provide, implement, and administer the Project Safety Plan and complete projects safe and healthful manner;
- ◆ Methodically optimize project completions and expedite the closeout process of projects;
- ◆ Comply with green building initiatives and checklist;
- ◆ Ensure Program(s) expenditure of funds are related to the corresponding

objectives such as “tie-back to storm” for CDBG-DR R3 and BRR Programs and “mitigation unmet need” for CDBG-MIT SF-MIT Programs.

- ◆ Identify and reduce the risks and legal burden to PRDOH, Program(s) and its representatives.



As a level 1 Construction Manager, we will be responsible for the following duties in assisting the Puerto Rico Department of Housing (PRDOH) in achieving goals of the program.

- ◆ Obtaining and evaluating the documents and information of the initial assessment phase in preparation to the scope site walk, scope of work development and a potential Grant Award to Program(s) applicants. Identify specific concerns that could affect the Initial Project Intent;
- ◆ Performing a scoping site walk and developing an initial scope of work (scope report);
- ◆ Participating in the Program(s) Grant Agreement process with Program Managers representatives and applicants.
- ◆ Obtaining and evaluating copies of the Environmental Review Record information

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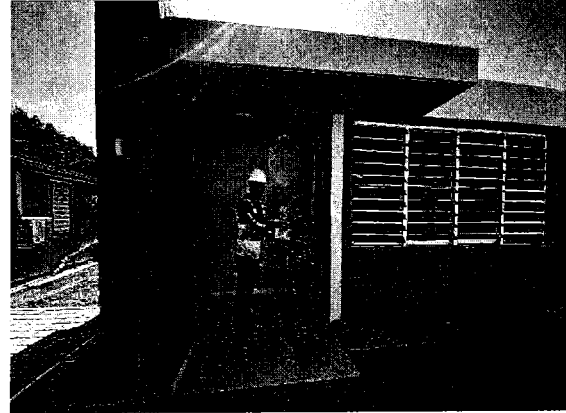
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in preparation to the design, construction documents, permitting process and other related activities. Identifying specific concerns that could affect the Initial Project Intent;

- ◆ Performing the Asbestos Containing Materials (ACM), Lead-Based Paint (LBP) materials, assessment, testing and report;
- ◆ Providing the ACM and LBP reports to the applicants, as needed;
- ◆ Providing the construction documents, corresponding permits for abatement, demolition, and construction activities, when required;
- ◆ Safely, timely, organized, and efficient completion of the Program(s) assigned Task Orders;
- ◆ Providing the highest level of service to the applicants, Program(s) representatives and PRDOH;
- ◆ Maintain overall project administration, production, control, and responsibility, including Subcontractors management.
- ◆ Providing the PRDOH, Program(s) representatives and applicants the highest customer service standards.

After a disaster such as Maria, it is common that low-income residents often experience more prolonged and difficult recoveries than other socio-economic groups. Disaster scholars have often noted that disasters disproportionately affect members of low-income households, especially by displacing them from their homes and leaving them without viable or safe housing options. SLS understands that displaced families are living in, or

transitioning to, rental housing subsidized by the Federal government and recognizes the importance of repatriating displaced households and all disaster victims with a special focus on low-income families.



Housing is a fundamental component of a healthy community. A healthy community ensures the availability of safe, decent, and affordable housing that supports the health of its inhabitants. Homes are intended to provide shelter from the elements, especially during and after disasters; to provide privacy; and to ensure safety from the outside world. As such, SLS recognizes that this is an incredible opportunity to incorporate resiliency concepts into our design and construction and provide affected citizens with housing that will provide the fundamental aspects of a safe and viable home. By working closely with involved stakeholders, we will work to enhance community resilience and strengthen the housing stock. A healthy home is sited, designed, built, renovated and maintained in ways that support the health of residents and community as a whole.

For communities with an aging housing stock, preventing homes from falling into disrepair is surfacing as a top priority. Because older homes

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require more maintenance and upkeep, the opportunity to upgrade houses to the latest codes and standards along with the utmost quality standards will serve to increase resiliency and protect against future natural disasters. Over the past decade, major storms have devastated U.S. coastal cities from Galveston to Puerto Rico. Ensuring that our cities have the infrastructure in place to build safer, more efficient, and more equitable neighborhoods and communities after storms is just as important as preparing homes and businesses to survive disasters and continue with a quality and stable way of life.

Many families are often forced to live in unsanitary or unsafe conditions because they have no other choice. Finding adequate housing quickly to address disaster affected families is always a challenge. SLS understands that transitioning households out of unsafe conditions and into viable housing is a top priority of the Puerto Rico CDBG-DR and CDBG-MIT programs and will work with stakeholders to quickly make an impact to return homeowners to decent, safe and sanitary homes.

8.1.2 Understanding and Best Practices of Construction Management Services

SLS has experience working in long-term disaster recovery efforts for more than a decade. In the following pages we summarize our experience in housing recovery efforts with a focus on CDBG housing projects.

One of our strongest capabilities is the role of construction manager for large-scale,



comprehensive residential housing assignments. Working with a broad spectrum of government agencies, as well as with thousands of homeowners and residents, SLS has been at the forefront of providing every fundamental service required to plan, implement and complete complex housing projects, which include the planning, development and implementation of: program recovery & assistance guidelines; construction standards & regulations; scope assessment procedures; benefit selection criteria; software & document interface and control procedures; client, contractor & homeowner interface protocol; financial execution & reporting procedures; and complete construction management services from initial planning & design through final project completion.

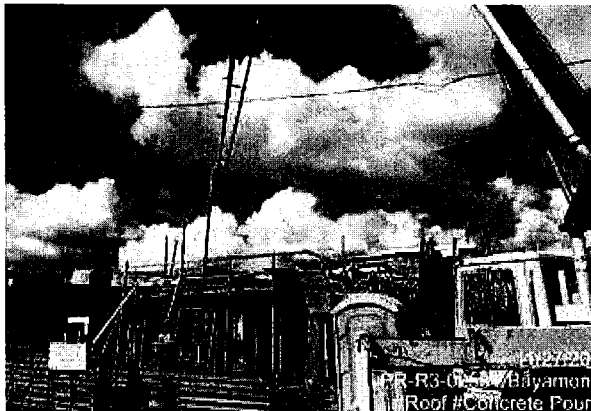
Throughout our history, SLS has been able to effectively work with our clients to develop the most logical, feasible and efficient programs to overcome challenges and provide housing for tens of thousands of residents. We have done so in all types of settings, scenarios and locations across the country, with measurable positive results.

SLS has developed an impressive track record of executing some of the most complex and unique

publicly funded / government sponsored housing projects in the nation. Our resume, resource base and financial strength put us at the top of the market, qualifying us a leader in this "niche" industry.

Equally as impressive is the talent, experience and expertise of our senior leadership and management team, who have been involved in numerous critical housing projects throughout the U.S. Our experience and qualifications, bolstered by the capabilities of our well -seasoned personnel, allow us to offer unparalleled housing services to our clients.

8.1.3 Knowledge and Experience of Program



Over the past decade, SLS and our key personnel have been involved in very notable and critical Federal (CDBG-DR & FEMA) projects with strong similarities to this Program, which have all involved inherent fundamentals unique to Federally-funded disaster recovery activities from both operational and administrative standpoints. These include:

- ◆ Home rehabilitation, elevation and new construction

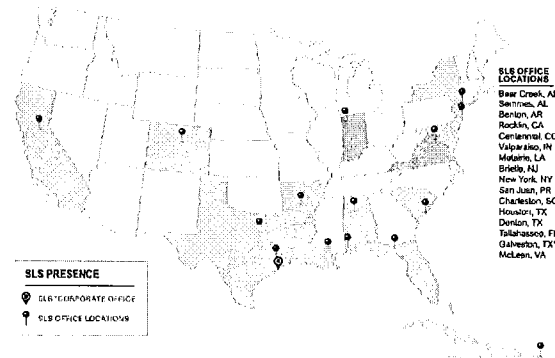
- ◆ HUD CDBG-DR funding flow-down from the Federal level to State, regional and local entities
- ◆ HUD auditing standards for document production, compliance and control; sources and uses of funds accountability; and compliance with financial, accounting and reporting standards
- ◆ Construction scopes compliant with HUD Housing Quality Standards
- ◆ Federal, state and local- required hazardous material detection, abatement and remediation (lead-based paint, asbestos, mold, etc.)
- ◆ OSHA and Federal safety requirement compliance
- ◆ Section 3, HUB and Disadvantaged Business workforce utilization and compliance
- ◆ Davis Bacon, certified payroll and wage/benefit compliance and documentation

Being familiar with the above and all other associated standards and protocol of Federally-funded housing programs is key to efficient performance and productivity, as well as assisting funding recipients in successfully navigating Federal level compliance and reimbursement standards. If full and correct compliance does not start at the Program planning level, then maximum and timely funding and reimbursement from HUD can be jeopardized. SLS is intimately familiar with this process.

Current and prior Federally-funded projects in our portfolio include:

- ◆ Puerto Rico CDBG-DR R3 Program (HUD CDBG-DR)
- ◆ New York City Build It Back Program (HUD CDBG-DR)
- ◆ South Carolina Disaster Recovery Program (HUD CDBG-DR)
- ◆ New Jersey RREM Program (HUD CDBG-DR)
- ◆ Texas General Land Office Housing Program – Rounds 1 & 2 (HUD CDBG-DR): City of Houston, City of Galveston, Harris County, Galveston County, SETRPC, LRVDC
- ◆ TDHCA Amy Young Barrier Removal Program (HUD CDBG)
- ◆ Puerto Rico STEP/PHC Housing Recovery Program (FEMA)
- ◆ U.S. Virgin Islands Emergency Home Repair Program (FEMA)
- ◆ Texas General Land Office PREPS Program (FEMA)
- ◆ Texas General Land Office DALHR Program (FEMA)
- ◆ City of Houston DAHLR Program (FEMA)
- ◆ South Dakota Native American Housing Rehabilitation (FEMA)
- ◆ Monroe County, Florida STEP Program (FEMA)
- ◆ Louisiana Shelter at Home Program (FEMA)
- ◆ New York City Rapid Repairs Program (FEMA)

◆ California Wildfire Emergency Response Housing (FEMA)



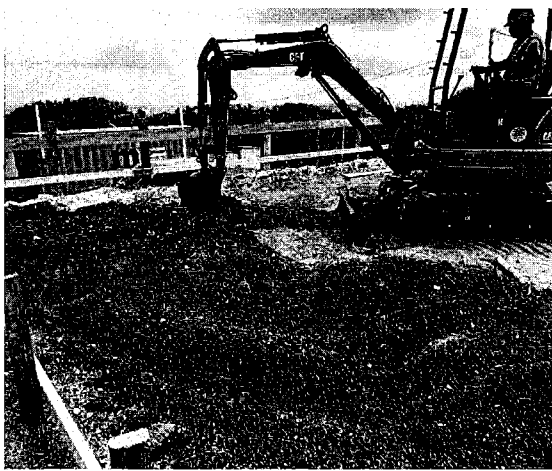
Specific to this Program, SLS has been and continues to be actively involved and working in the Puerto Rico CDBG-DR R3 Program, completing over 390 task orders to date. Two other notable programs that SLS recently completed are the Puerto Rico STEP and PHC programs that were completed in 2019. Through SLS's efforts in these programs, we have rehabilitated and/or reconstructed over 24,000 homes in just one year's time. We have the personnel, resources, supply chain and infrastructure in place to seamlessly move to the new CDBG-DR program and continue work under the same type of design, construction, compliance and reporting guidelines required of a Federally-funded housing effort.

8.1.4 Operational Plan

The following is a summary of our technical approach to executing housing assignments within the Program. Through our many years of experience executing construction management services for CDBG programs, SLS has developed standard operating procedures for each phase of the CDBG program and can quickly and easily

tailor the procedures to meet the requirements of a specific program. The pre-construction phase starts with assignment of task order from the Program Manager and continues through scoping, design, grant signing, and finally Notice to Proceed. Once Notice to Proceed is issued by the Program Manager, the construction phase starts with assignment to a construction Superintendent and issuance of a Notice to Proceed to the assigned subcontractor. The construction phase continues with daily updates and preplanned milestone inspections to substantial completion and final completion. The closeout phase, most importantly gets the homeowner back into their repaired or new home and also includes the program documentation submittal, warranty phase and audit phase. SLS's standard operating procedures help optimize our team production, so that SLS can help PRDOH return residents to their homes as quickly as possible, while meeting the requirements and guidelines of the CDBG programs.

Pre-Construction



Upon award, SLS will commence a myriad of pre-construction activities, which will involve internal

evaluations, coordination with PRDOH, team members and other service providers. SLS has personnel currently in place on-island in Puerto Rico that are active and ready to begin work on this important new project. These activities will culminate in a construction-ready program with the ability to begin work immediately and with minimal unanswered factors. SLS along with our Design Team and partners have created our portfolio of model homes for each single-family home types the Program has specified. This includes one and 2 story models for 2-bedroom, 3-bedroom and 4-bedroom single-family home types and a one story 2-bedroom for a narrow or compact lot. In addition, we have prepared a portfolio of finishes, fixtures, paint colors and materials as finish-out options. With the exception of the plans and materials for the one story 2-bedroom for a narrow or compact lot, all our plans have been approved by the Program and have been submitted and approved by OGPe. SLS will work with our Design Team to complete the model home for the narrow or compact lot within the time frames laid out in the RFP and without compromising the resiliency of the home while meeting or exceeding the Program's minimum design standards.

The plan sets and the material choices are what will later be used to present to homeowners during the selection process, which will be key in creating homeowner management efficiency in the initial stages of projects. In addition, a key component of having a pre-approved portfolio of different configurations for each home type complete with finish and materials, will allow design efforts

throughout the program cycle to be minimized and streamlined, as the same plans will be utilized repeatedly with little deviation. This will allow for consistent production levels, with compressed design periods.


Internally, SLS management will review program fundamentals, as well as any other documents such as environmental reports, homeowner addresses, etc. to formulate internal program needs, personnel requirements, procurement needs and division line plans. We will then have a comprehensive "kickoff meeting" with all relevant stakeholders to discuss all project factors. Issues such as scopes, locations, budgets, timelines, logistics, resources and other critical aspects will be discussed and evaluated.

When SLS is assigned a task order, the Lead Construction Manager will assign the task order to a Construction Lead who is responsible for the oversight of this task order from start to finish. They will attend the scope verification inspection and assist in the development of the final scope of work to the repair, reconstruction or mitigation project. At the inspection the existing conditions will be assessed and notes will be taken for anything that needs to be considered in the construction process. The inspector and Construction Lead will also take the homeowners concerns into consideration and make note of them in the inspection report. Once the scope of work is developed, it will go through a quality control process to verify that it is inclusive of all required components for construction, to ensure that it meets the Program's requirements, and provides


a safe sanitary house that meets HUD quality standards.

Once the scope of work is approved by the assigned Program Manager and task order award is received, a homeowner meeting will be scheduled for grant signing. SLS will have staff at the grant signing to review the scope of work with the homeowner and to select a replacement home and select finishes, when applicable. In the package that is presented to the homeowner, there will be a layout of the new house positioned on the lot, so they can easily see the location and distances from the property lines. This should aid the homeowner in making the final choices for their new home, cut down on any confusion related to the location on the lot and any restraints that need to be met or worked around. At the meeting, when the applicant has decided on a home and finishes, we will also discuss any relevant details such as subsequent steps, timelines and any other concerns or pertinent information and issues.

We would like to note that SLS believes homeowners are absolutely critical to program success and should have significant involvement in the decision of the home that they receive. This is why we are adamant that the best path forward is to present options and let the homeowner select from a variety of floorplans and materials for which they qualify. Applicants must feel they can influence the course of their project, which means being made aware of plans for a project at the front end of the process and being given a chance for input throughout. Homeowners want to know that their voice counts and their views are


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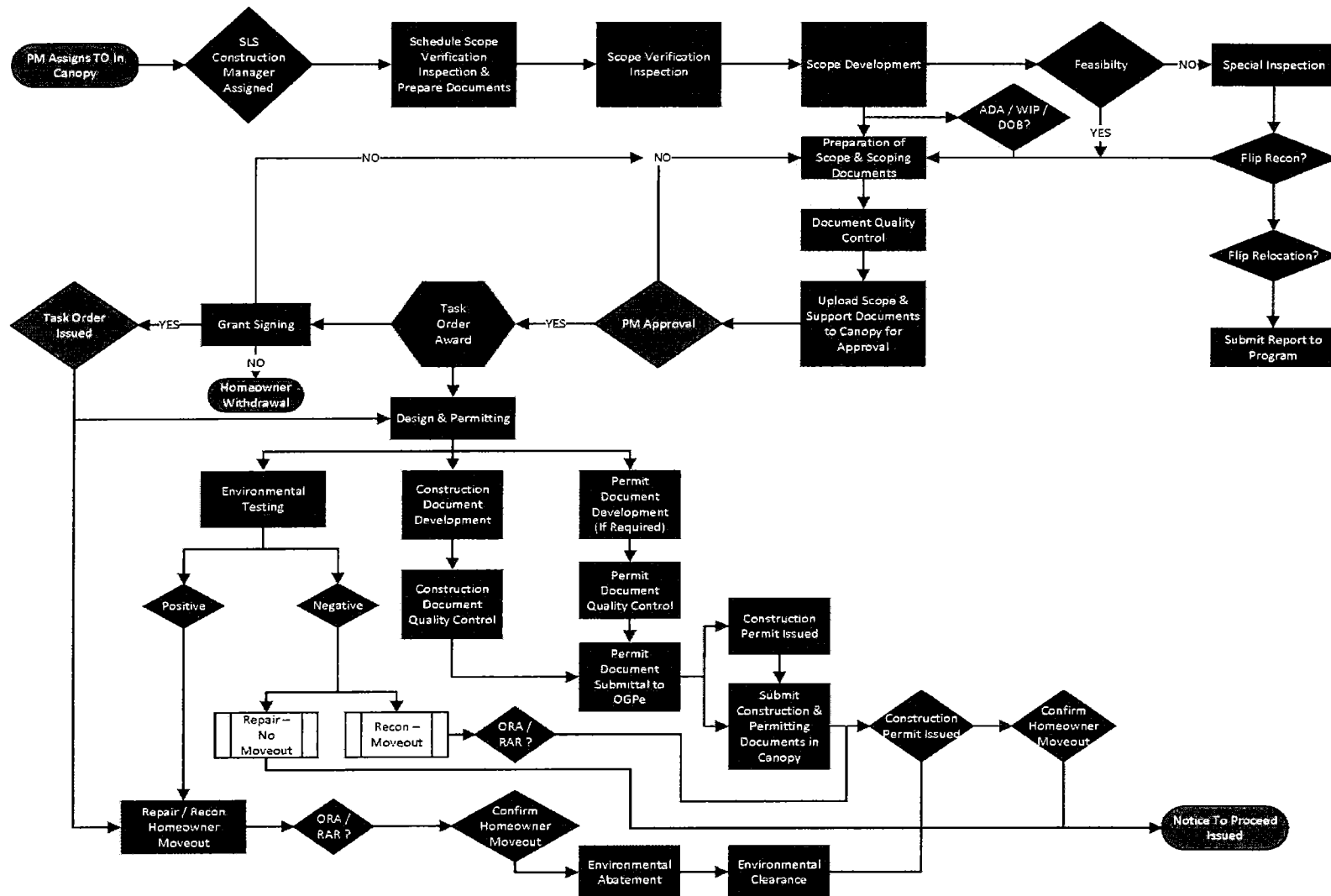
considered; however, they also must understand that all possible objections to a project cannot be removed. In order to work with homeowners in the most effective way, we have a customer service team that gives focused attention homeowners throughout the entire process. Led by the Customer Service Manager, the team keeps homeowners informed and apprised of all issues, events and evolutions affecting housing repairs and all associated construction activities. We have discovered that when the contractor and homeowner understand each other early in the process and cooperate in a respectful, productive manner, the outcome will be ideal for everyone and promote confidence, reduce misunderstanding, and minimize confusion.


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When homeowner selections are completed, the chosen options will be provided to the Design Manager, who will oversee and coordinate the development of a full set of construction documents. These construction documents will then be provided to the QA/QC Team Leader who will manage the review process. The QA/QC team will be responsible for ensuring that what has been produced conforms to both the guidelines of the program along with the latest codes and standards. This team will also verify that the construction documents match up with and include all of the selections made by the applicant during the selection process. If there are any selections that are missed it will be the responsibility of the QA/QC Team Leader to communicate what is needed and have the plan corrected.

At the same time that the construction documents are being developed, SLS's qualified team will determine if environmental testing will be required. If determined to be required, SLS will deploy one of our 3rd party environmental testing vendors to perform the inspection, testing and provide a detailed report with the results. The scope development and estimating team will incorporate the findings and recommendations from the report into the scope of work. Once the environmental scope is approved, SLS will move forward with the permitting process required for the environmental work. While at the same time engaging one of our environmental subcontractors, so they will be ready to perform the work as soon as the permit is acquired. Once the environmental work is complete, clearance is received and the construction permit is received from OGPe, SLS will submit all required documents to the Program in quickly as possible so Notice to Proceed (NTP) can be issued.

The final step prior to receiving the NTP is the permitting process. The Permitting Manager will oversee and coordinate each individual plan set through OGPe approval process. All documents will go through a quality control process before being submitted to avoid any rejection and resubmittal of documents. The Permitting Manager and their team will follow through with each step of the permitting process to ensure timely issuance of permits.



Construction

SLS management has the teams in place to execute the Project's scope of work efficiently and effectively. Depending on the number of homes, an appropriate amount of construction leads, project coordinators, and superintendents will be assigned. Projects will be assigned to each Construction Lead and Superintendent based primarily on home locations and the ability for resources (crews, equipment and materials) to be efficiently utilized among homes in each portfolio. Based on the anticipated scopes of work, construction leads will be assigned approximately 30 homes each, project coordinators will be assigned approximately 20 homes each, and superintendents will be assigned approximately 10 homes each.

Homes will then be evaluated for specific needs in terms of resources. Based on these evaluations, schedules will be developed incorporating mobilization, procurement, permitting, execution, inspections and approvals. Construction leads and superintendents will then assign personnel to the projects, and the appropriate division line managers and staff will notify subcontractors and the warehouse manager of resource requirements. These needs will be factored into operation logs and schedules. Upon development of schedules and resource quantification, SLS will meet one final time with Puerto Rico personnel for approval and/or modification of execution plans.

Once construction NTP has been given, work will commence. Construction leads, project coordinators and superintendents will float among homes and the superintendents will work directly

crew leaders to ensure schedules are being met in terms of procurement, execution, equipment and personnel requirements, quality conformance and safety considerations.

Superintendents, under the oversight of construction leads and project coordinators, will be responsible for proper subcontractor and supplier performance. They will have the authority to enforce schedules and ensure that all personnel (SLS and subcontractor) are utilized efficiently at and between each home. Our warehouse team will work with the procurement manager to keep suppliers on notice from initial contact and will be communicated with frequently to ensure on-time deliveries and proper quantities and quality of materials. Long-lead items will be given special attention to minimize slippage due to material unavailability. SLS will operate a warehouse to keep materials in supply and available for our crews and subcontractors to avoid supply chain disruptions.

Communications among personnel will be constant and conducted verbally and in written form through site visits, phone calls, emails, schedule updates, milestone inspections and documentation reports. Superintendents will regularly be present at jobsites. In addition to internal SLS communications, management will meet with project personnel frequently to discuss each project and aspects such as progression and any issues that need to be resolved.

In order to ensure on-time procurement and timely operational performance, SLS management will constantly monitor baseline schedules in relation to real-time performance. Any slippage will be

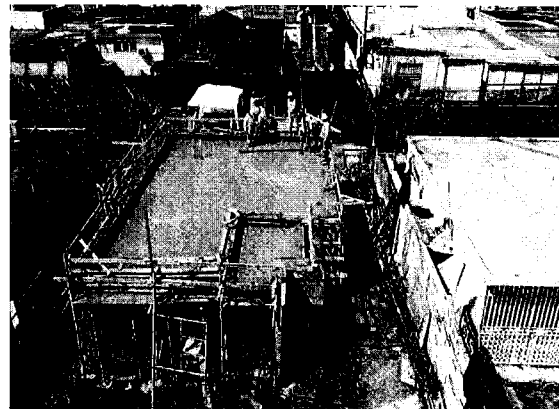
dealt with and resolved immediately. While superintendents are responsible for the quality of work, through our past experience we have found that a well-developed quality control program is essential to delivering a quality product on schedule. SLS has developed a quality control program that is based on consistency along with check and balances. Regular inspections of each home will be conducted to identify conformance, workmanship and material quality by the quality control team. The SLS quality management staff will inspect homes frequently to proactively identify any issues requiring correction. It is the intent of the quality program to identify any issues prior to full implementation to avoid major non-conformance issues and re-work. Our quality control program gets the work completed correctly, so our project can be delivered on-time.

Safety personnel will also frequent each site to evaluate worksite conditions, as well as safety practices to ensure that project operations, worker safety or resident safety are not jeopardized. Any issues needing correction will be dealt with immediately by safety staff and project management.

This method of oversight by all management personnel will continue throughout the life of each project through completion. Project personnel will be brought in at benchmark times to inspect work and ensure that all aspects of the job are being performed and implemented in a safe correct way. By the time of project completion and inspection, it is anticipated that punch-list items will be minimized, and all homes will pass inspections with little, if any, issues.

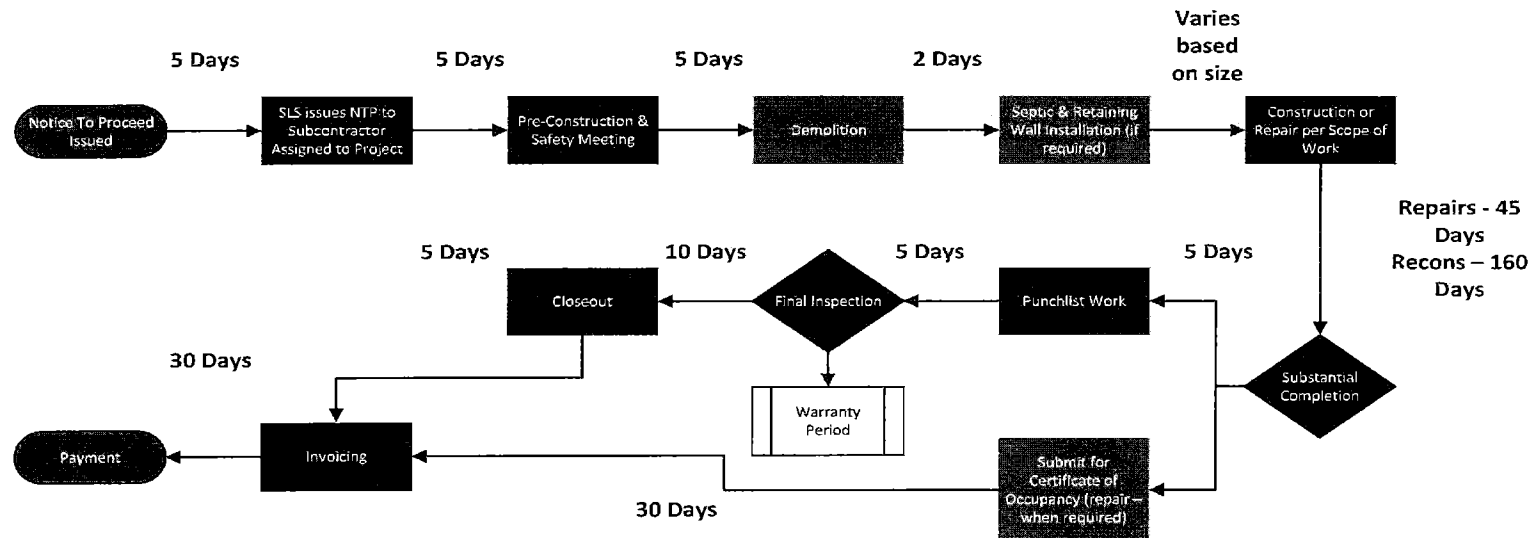
At each major milestone the homeowner will be invited to attend a walkthrough of their repaired or new home with the Superintendent. This is another step to ensure homeowner involvement and satisfaction with the product.

It is critical to recognize that each assignment will have its own unique characteristics. As such, homes will be grouped to match these characteristics as closely as possible to allow for efficient use of all resources. We submit that proper management of these projects will be the driver behind success. As stated earlier, each level of SLS management will be intimately involved with each home, but under no circumstances will any manager be overburdened. Construction leads and superintendents will only be assigned a number of homes that allow for the feasible and efficient management, execution and oversight of the projects. This level of responsibility, as well as the attentiveness to schedules and the methods of communication and oversight among SLS personnel and with Puerto Rico personnel, will help ensure that each home is completed quickly, efficiently, on-time and on budget.



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CDBG Construction Phase

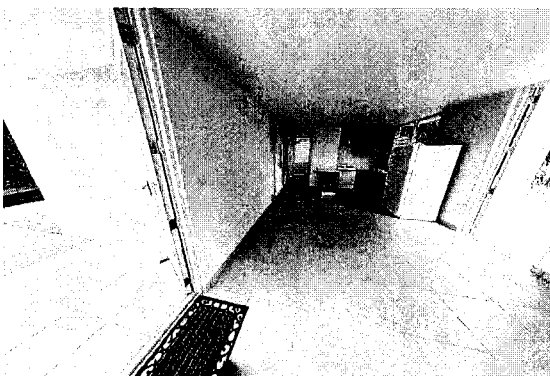


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*Repairs – 60 Days from Notice to Proceed to Substantial Completion
**Reconstruction – 180 Days from Notice to Proceed to Substantial Completion

Project Closeout

SLS will start preparing for project closeout in the pre-construction phase to make sure that the project closeout phase is the as smooth and complete as possible. Our extensive experience in government contracting will ensure our team plans, prepares and tracks all the required documentation throughout the construction phase. The closeout phase must be closely managed, so that the homeowner can return to their home and complete the CDBG program. Once the final inspection has been performed and approved, and the certificate of occupancy has been received the keys can be turned back over to the homeowner. At the time of key turnover the homeowner will receive instructions on the new or repaired house along with manufactures information regarding appliances and fixtures that have been installed and information on warranties provided by SLS that meet all the requirements of the Program.



Documentation of all relevant activities will take place in hard and digital formats and will include any and all information regarding construction, inspections, compliance, safety and every other issue relevant to project performance. All documentation will be transmitted to PRDOH in

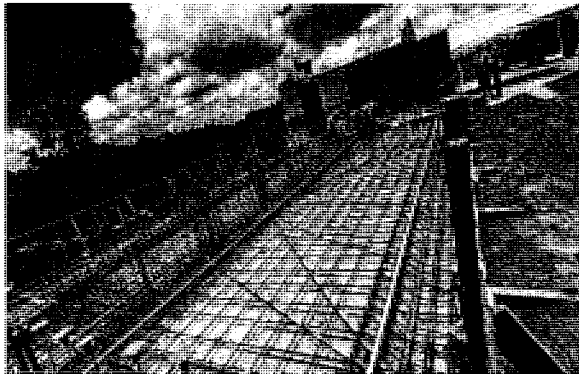
approved formats and according to accepted protocol to promote transparency, as well as compliance with Federal reporting standards and other jurisdictional regulations.

SLS has developed proprietary software specifically for CDBG programs that enables us to boost performance, increase productivity and provide full transparency by allowing real-time, up-to-date data management from the field. From home assignment and through the entire process through final closeout and government invoicing, we can track every activity relative to home inspection, scoping, permitting, construction, quality, safety and documentation. This system was developed based on years of experience with CDBG programs and the need to be equipped with a live database tool that could not only keep up with rapid, high-volume production, but also allow our personnel and clients to provide and receive reliable data faster. Not only does the software promote increased productivity and comprehensive data gathering and management; it is also a tool that will provide clients with the data necessary to expedite funding and ease the auditing process. This revolutionary software tool is unique. It has been instrumental in SLS's success on past programs and will be a tremendous asset to this Program.

Subcontractor Utilization

SLS is a firm believer in local subcontractor participation not only as a means to increase productivity, but to also get the local market involved in construction efforts and inject capital into the local economy. SLS takes subcontractor participation very seriously, and we believe that

the quality of subcontractors is critical to success. Many times, we rely on local subcontractors to assist in navigating through local protocol and to provide valuable services in utilizing local contacts and resources for increased efficiency. Our subcontractors are key to our team and are chosen based on trade knowledge, capabilities and resource availability. Understanding that a CDBG-DR program is a fast-paced and high-volume production endeavor, we will fully qualify all potential subcontractors according to the following fundamentals:



Overall Qualifications: In order to satisfy internal criteria, we require a full vetting of each potential subcontractor for past performance, business history and financial capacity, as well as other critical factors. Only subcontractors that meet these requirements will be engaged.

Pricing: In order to maximize cost efficiency, we require subcontractors to provide reliable pricing for work. We are not a firm that relies on change orders to maximize profit, and we expect our subcontractors to provide honest pricing for honest work. We will ensure that every subcontractor engaged to work for us is reputable regarding price considerations and does not have

history of change orders or pricing surprises during project execution.

Resource Availability: A major consideration for subcontractor selection is not only the ability to perform the required services, but also the capacity to commit the required resources in terms of personnel and workload capacity dedication. Subcontractors must be able to commit to us that they will partner with us in achieving the Program's goal for rapid and reliable production, and the provision of adequate resources from all facets will be strongly considered.

We firmly believe our selection will open the door to a large amount of subcontractors who want to actively participate. Upon selection, we will engage in focused outreach efforts to procure as many qualified firms from all regions of Puerto Rico as possible. Included in these efforts will be contacting our local suppliers and vendors for names of reliable companies, as well as contact building associations and trade associations.

As we are active in the current Puerto Rico CDBG-DR R3 Program, we have already built an impressive list of qualified subcontractors, who we have worked with in these programs. These subcontractors should be able to move through the Program's approval process quickly, as they are already approved and working on the current CDBG program. SLS continues to seek out local qualified subcontractors to work with.

One particular aspect of our subcontracting program that sets us apart from many contractors is our method of payment. Many contractors are

"pay when paid" contractors meaning they only pay their subcontractors when they are paid by the client. We do not subscribe to this method of subcontractor payment. We know that keeping subcontractors active is key to success and the best way to do this is to ensure they are paid regularly and on-time. We pay our subcontractors on a regular basis regardless of payment by our client. By doing this, we can ensure that our subcontractors will be satisfied, fluid and will be motivated to work with us. This framework has worked in the past and we are committed to employing this method in this program.

In-house Crews

SLS has worked to assemble in-house crews that can perform all trades of the construction process. These in-house crews help SLS to have direct control of the work and the schedule. Our in-house crews operate as their own division and the management team has structured a solid operating procedure to ensure that all work and staff are supervised efficiently and effectively through open communication that flows through an established chain of command.

The in-house crew division also assist with warranty tickets to assist subcontractors and make sure the issue is addressed as quickly as possible. This also allows our subcontractors to focus on the new projects they have started and efficiently allocated resources to completing those projects.

8.1.5 Operational Plan

Program Safety

Health and Safety is of one of the most central considerations for SLS across the entire company. Health and safety policies and procedures are particularly important in fast-paced construction environments, and we consider safety of all parties involved paramount to any other factor in the construction process. SLS has a comprehensive Health & Safety Program adhered to at all times by its personnel. The company utilizes a full-time Safety Manager, who is responsible for maintaining, updating and enforcing safety policies, as well as providing safety training to all employees. In addition, SLS maintains safety personnel and trained management who are present at all times from project commencement through completion.



A company Health & Safety Manual is made available to all personnel and headquarters and at jobsites. Not only must SLS personnel observe and adhere to these rules and policies, but all non-SLS personnel must do the same as if they were SLS employees. Prior to the commencement of any project, SLS conducts a "kickoff" safety

meeting attended by all SLS, subcontractor, client and third-party personnel involved in the project. Additionally, daily safety meetings are held at the jobsite prior the start of the workday that must be attended by all personnel present at the jobsite.

In terms of compliance and enforcement, all safety and management personnel, as well as operational staff are charged with continuous diligence and awareness throughout construction evolutions. It is incumbent upon all personnel involved to ensure that proper safety practices are communicated, observed and practiced. Any non-conformance or unsafe practices are corrected immediately, documented and addressed in full, with the intent of preventing reoccurrence. Audits by safety staff are conducted to identify existing or potential issues and their root causes and to ensure that safety policies and standards are updated or more stringently enforced to prevent future violations.

All SLS safety rules and regulations conform to and, in many instances, are more restrictive than current OSHA rules, regulations and standards, specifically Standards 29 CFR, Parts 1910 and 1026. SLS observes and adheres to the safety policies of any client, whether private or public in nature, and incorporates such policies and regulations into project-specific safety regulations. A "zero-tolerance" policy is observed for infractions or violations of any mandated safety or substance abuse policy or regulation.

Safety is the number one priority at SLS, and the health and safety of all company, subcontractor, client and third-party personnel at any SLS jobsite is held primary above any other aspect of a

project. We are proud of our safety history throughout our projects, which is a testament to the quality of SLS policies and training, as well as the continual vigilant observance of safety conditions at all jobsites.

Program Quality



SLS is very familiar with comprehensive and high-volume housing production programs. We have executed similar assignments across the country in all types of locations and have worked for many notable clients at all levels of government. We understand the fundamentals of these types of programs and have put in place very focused and specific methods of production concentrating on meeting timelines, budgets and completion goals. Additionally, we are adept at performing these assignments under HUD's CDBG sponsorship, which is highly unique in funding, reporting and compliance protocol. We do not have a learning curve when entering into these endeavors and are able to make immediate and concentrated impacts.

SLS operates under a "Total Quality Management" Quality Assurance/Quality Control (QA/QC) philosophy, which separates the project process into 2 distinct phases: Pre-Construction and Construction. Both phases are separate and

distinct, but dependent on the other for complete project success and quality management. The QA/QC program is based on strict industry standards and encompasses every fundamental aspect of a project affecting performance, cost, quality and timing.



The pre-construction phase entails quality management from project award through mobilization and includes aspects such as scheduling, permitting, material & equipment procurement, personnel procurement & utilization (SLS & subcontractor), facilities, communications, information systems and document control. The construction phase entails quality management from mobilization to project closeout. This phase includes aspects such as equipment, material & resource management, inventory control, personnel & workmanship management, non-conformance & change management, logistics, document control, communications, demobilization, record dissemination, financial reconciliation and invoicing.

The QA/QC program is separated into the 2 phase for ease of oversight and the methodical "building block" undertaking of specific aspects of

the job. As such, the key to the Program is basic in nature: 1) check, check and recheck again; 2) accountability; and 3) communications. There is not any aspect of a project that does not have multiple sets of "eyes" on it throughout the whole process, from laborer to crew leader to Superintendent to Project Manager and above. No single individual has the ability to complete a function or task without the inspection or approval of supervisory personnel. Accountability is imperative in ensuring that tasks and functions are performed correctly by the individuals responsible for such activities. Incorrect or non-conforming materials or work are not accepted or tolerated at any stage of the construction process, and management ensures the correct means, methods and materials are being utilized.

SLS's quality management system along with clear open communication with SLS management will ensure that SLS delivers a quality product that not only meets the Program's standards and guidelines but exceeds them. SLS will ensure that all work is carried out per the construction plans and specifications developed by the Design Team and approved by the program. The quality management team through our system of checks and balances will make sure materials installed on the project are per the approved submittal and installed per the plans, specifications and manufacturers requirements. If changes are required during construction, the management team, Design Team and quality control team with work together to make sure the changes have as minimal impact to construction as possible and that the green building requirements are met.

Communications among all parties involved in the project is frequent and performed in real-time through verbal and written interaction at the jobsite, in the office and at regularly scheduled status and performance meetings. Clients and/or third-party oversight personnel are apprised of all project factors deviating from plans, specifications or schedules, and there is not a single factor affecting the job that is not communicated immediately to all parties involved in the project. SLS does not allow surprises on the job due to negligence, secrecy or non-communication and, at all times, attempts to stay in front of and proactively deal with issues that may affect project performance. The intense oversight of the project throughout the entire process culminates in a completion that is kept to a minimum in terms of corrective actions. Internal inspections and inspections with clients are conducted frequently and at times critical throughout the process so no problems go undiscovered or are permitted to become larger issues. Internal completion inspections are performed prior to regulatory or client inspections at the end of a project to ensure all issues are taken care of prior to formal inspections. Any "punch-list" items or issues that are discovered requiring corrective actions are taken care of immediately.

Permitting



We are very cognizant of the importance of identifying and acquiring the correct permits for demolition, environmental remediation, stormwater, utilities and construction, especially in situations where more than one approval body is involved. Our permitting team will ensure the permitting process is as efficient and seamless as possible by capitalizing on our prior experience in Puerto Rico, as well as the knowledge of our local design and construction partners.

We have identified the following processes and requirements thus far: OGPe and the autonomous municipalities are responsible for issuing permits for construction and occupancy. During the construction phase, the Design Team is responsible for obtaining the Notification of Approval (NOA) for construction and contractors are responsible to provide the Design Team all the permit requirements to procure Final Construction Permits. Typical requirements to procure Final Permits are: project sign, workmen compensation and construction Municipal Taxes among others.

All permitted work is subject to inspections as requested by the OGPe and the Designer of Record. Program designated inspectors will be provided by others as indicated by the PRDOH.

Our strategy to expedite the permit at non-autonomous municipalities is to process all construction documents through the Authorized Professional (AP) which will be part of our staff and be dedicated to the CDBG program and assisting the Permitting Lead.

Management



The Project Management Team will develop a plan that will clearly communicate the purpose, goals, and objectives of the project, milestones, stakeholders, methods, frequency of communication, and feedback mechanisms. Communication with management and staff in the organization and with key stakeholders is critical to the overall success of the project. The construction plan will be updated on a weekly basis and weekly project status meetings will be held with the project team. During that meeting, the updated project schedule, weekly status report, and 2-week look ahead will be discussed. Topics will include completed tasks, tasks in progress, goals, previous goals not accomplished, the reason for not accomplishing them, and the plan for bringing them back on schedule, including associated risks, issues and anticipated problems and recommendations to resolve them and evaluation of task assignments in order to facilitate timely project completion.

Project Management consists of ongoing project support to ensure project continuity, professional project leadership, and successful project completion. Prior to construction start, during procurement and construction activities, and

throughout the warranty period, the Project Management Team will be responsible for positioning the project for success. The SLS PM team will perform a series of management actions to plan, direct, control, monitor, and report on all tasks within the scope of work.

The SLS Superintendent is responsible for the timely identification, monitoring, tracking, resolving, and escalation of issues including identifying, monitoring, and mitigating project risk.

Risk Management

In addition to project management and quality control, risk management methods are integrated into our overall project management methodology. Risk identification, monitoring, and resolution are key tools for successfully completing a project. Part of controlling a project is to have an established risk management process. This process is a primary part of project planning and management activities and is kept current until project closeout. The SLS team will manage project risks on an ongoing basis throughout the life of the contract. The key to risk management is understanding all the potential risks to the project and ensuring that these potential risks and risk mitigation strategies are communicated to key project stakeholders on an ongoing basis.

8.1.6 Solid Waste Plan

As part of the permitting process, SLS evaluates the task order requirements and prepares an individual solid waste plan for the specific work order, named a reduction, reuse and recycling plan for construction project. The plan is presented for evaluation and approval by the Solid

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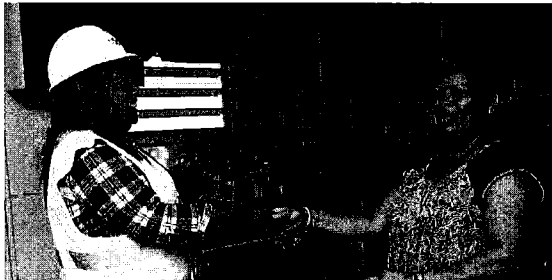
Waste Authority agency. Our plan includes estimated quantities of potential materials that can be recycled and intended final destination with the supporting transportation and site operation permits.

8.1.7 Support

As previously discussed, SLS and design partner BR&A are fully committed to developing and delivering cost-reasonable and practical design solutions for this program.

8.1.8 Management of Applicant Complaints and Warranty Claims

Customer relations will be a priority and will be an ongoing process throughout the entire construction timeline. From initial introduction

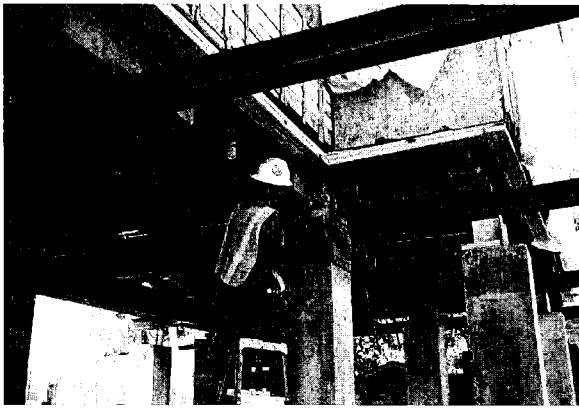
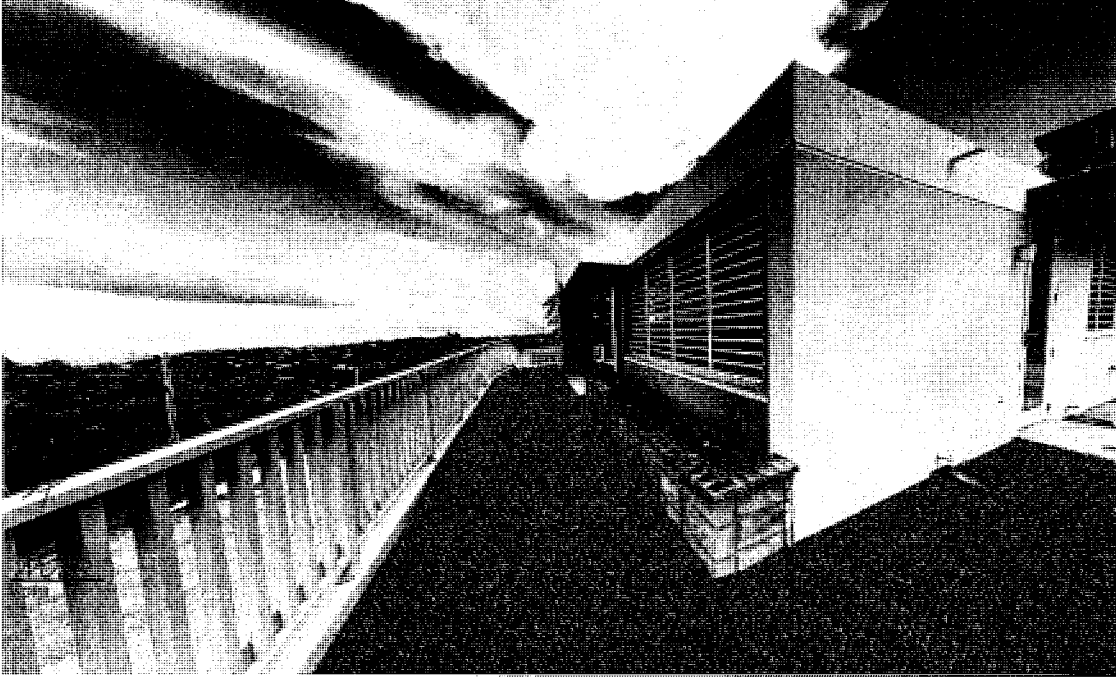


through closeout, homeowners will be kept fully apprised of all activities, and SLS will give utmost attention to any and all issues affecting each project. We will take a proactive role and will endeavor to work with each homeowner to provide the highest level of service. This will take place through face-to-face visits, phone calls and regular communications, where all concerns and issues can and will be addressed immediately and appropriately. At each major milestone in construction, the homeowner will be contacted by

our staff to accompany us for an onsite review of the progress.

SLS's Warranty Manager will be responsible for keeping both stakeholders and SLS personnel apprised of homeowner concerns and warranty trend lines. He will serve as the "frontline" point of contact for handling all issues that may arise with assignments, both from the client side and the SLS side, and it will be his sole charge to ensure homeowner satisfaction is achieved, while meeting Program goals. He will also be responsible for handling warranty issues and ensuring that all issues are given the proper attention from initial call through resolution. The Warranty Manager will also be responsible for reporting warranty trends to the Senior Program Manager and Construction Manager, as these may be indicators of needed process improvements in the construction phase. SLS values this type of data analysis and embraces a culture of continuous improvement.

It is our intent to answer and address any homeowner and/or warranty issues within 24 hours of notification via dedicated homeowner management staff working directly under the Warranty Manager. All issues will analyzed, the scope will referenced and checked, and the proper personnel will be assigned to resolve the issue. Any issues that cannot be resolved through normal means of repair or resolution will be immediately brought to the attention of management personnel, who will identify the most efficient and reasonable course of action and be personally involved in implementation.



VOLUME 2 - TAB 9

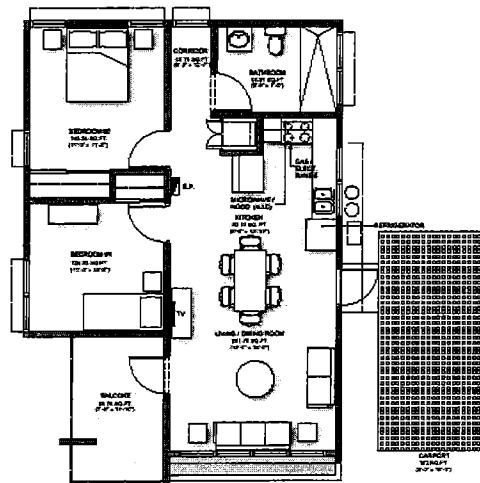
CONCEPTUAL DESIGN

9 CONCEPTUAL DESIGN SUBMISSION

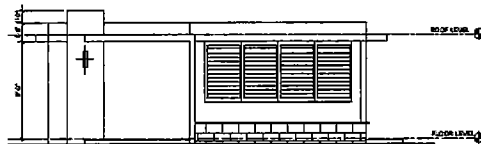
9.1.1 One Story Model Home Conceptual Design Drawings and Renderings

MODEL HOMES
CDBG-DRMIT-RFP

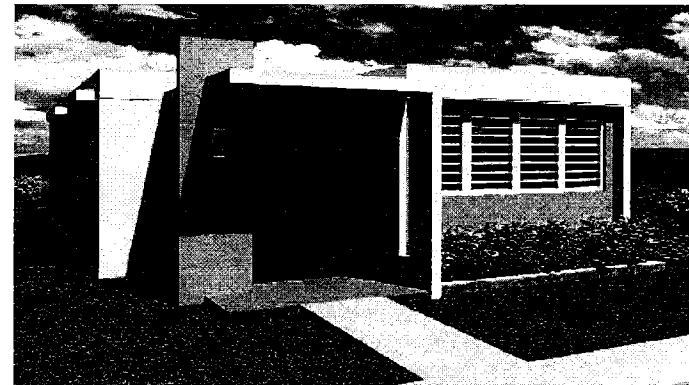
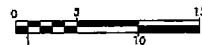
One Story Two Bedrooms



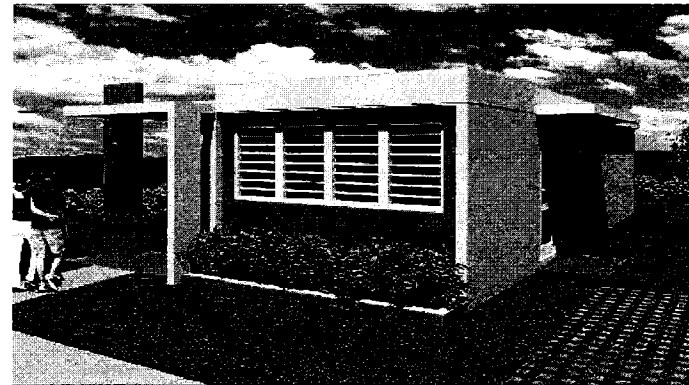
FLOOR PLAN
SCALE 1/8" = 1'-0"



FRONT ELEVATION (ALTERNATE A)
SCALE 1/8" = 1'-0"



FACADE PERSPECTIVE



3D VIEW

MODEL HOMES
CDBG-DRMIT-RFP

One Story Two Bedrooms



FACADE ALTERNATE A



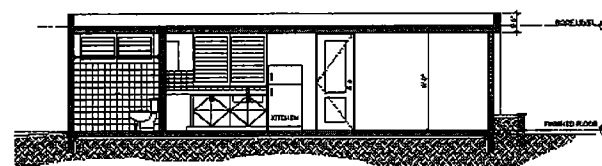
FACADE ALTERNATE B



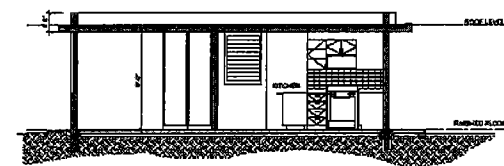
FACADE ALTERNATE C



INTERIOR PERSPECTIVE



LONGITUDINAL SECTION
SCALE 1/8" = 1'-0"

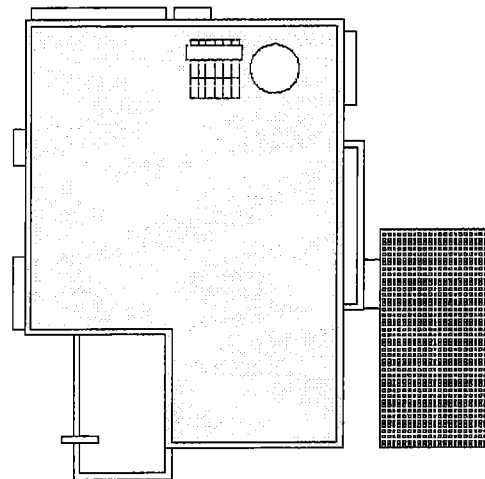


TRANSVERSAL SECTION
SCALE 1/8" = 1'-0"

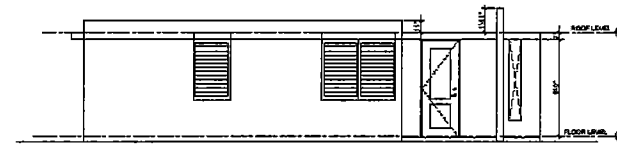
MODEL HOMES
CDBG-DRMIT-RFP



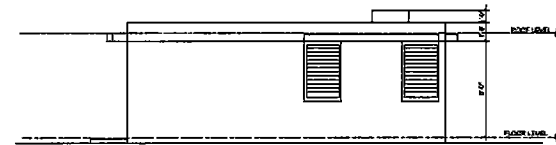
One Story Two Bedrooms



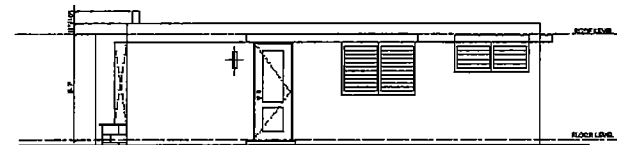
ROOF PLAN



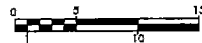
LEFT ELEVATION (ALTERNATE A)



REAR ELEVATION (ALTERNATE A)



RIGHT ELEVATION (ALTERNATE A)



9.1.2 One Story Model Home Design Narrative

The Office of Community Planning and Development from the U.S. Department of Housing stated that the Homeowner Repair, Reconstruction, or Relocation Program “seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.” The following narrative describes how the design approach of our model homes achieve this goal, by providing sustainable, resilient and accessible housing that will offer a suitable living environment for people who were greatly affected by Hurricane Maria. The overall design approach for all Models Homes is the same. What varies is the spatial distribution between all models.

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SPACES AND LAYOUT FUNCTIONALITY

- ◆ There will be 3 Single-Story model homes and three Two Story model homes, all with 2, 3, and 4 bedrooms options. Each model will also have an ADA accessible alternative. All model homes will have the following ADA requirements:
 - 36" wide doors with lever handles.
 - Kitchen and bathroom sink faucets will have lever handles.
 - Electric switches will be standardized to be installed at a maximum of 48" height.
 - Refrigerators, gas ranges and permanent fixtures will be ADA compliant.
 - In the One Story model homes, all laundry closets have been located in the hallway,
- complying with ADA's requirements for Parallel Approach (Sec. 305.5), Storages (Sec. 225.2) and Side Reach (Sec. 308.2). Doors that open 180 degrees will be provided for ease of access and compliance with hallway clearances (Sec. 403.5.1).
- The regular model home bathroom will have the same dimensions as the ADA bathroom. This will allow the future owner to easily retrofit the space by just adding grab bars and replacing the vanity. The designated ADA bathroom on ADA models will be provided with a pedestal sink, grab bars and a curb less shower for ease of access.
- ◆ **Two-bedroom Single-Story Model Home (ADA & Regular Version):** This model will have approximately 908 square feet. It will have 2 bedrooms, one bathroom, and an open area that accommodates the kitchen, living and dining rooms.
 - The main entry is through the balcony, which opens-up to the main living area. The kitchen will have 10.5 lineal feet of lower cabinets and 4 lineal feet of upper cabinets. It will also provide a refrigerator, a stove, and a double sink overlooking the side yard. A secondary entrance will be located adjacent to the kitchen area. The living area will have 241 square feet and the kitchen area will have 92.13 sq. ft.
 - The small bedroom will have 124 sq. feet, 2 windows, a 4' wide closet with glass sliding doors and a 36" wide entry door.

- The large bedroom will have 143.5 sq. ft., 4 windows, a 6.5' wide closet with glass sliding doors and a 36" wide entry door.
- The bathroom will be 9'-8" x 7' and will have a vanity with mirror, a toilet, and a shower. The space will also have 2 windows. Bathroom accessories include a towel bar, a toilet paper dispenser, and a curtain rod.
- Rough-in facilities for a washer/dryer combo will be provided in a closet open to the hallway. Rough-in facilities for the connection of an electric generator, as well as the connection for the gas tanks will be provided in the side yard, adjacent to the secondary entrance.
- Rough-in facilities for a solar water heater, water cistern, and solar panels will be provided in the roof, right above the bathroom.
- ◆ **The following characteristics will apply to ALL model homes:**
 - Exterior and interior walls will be a combination of structural poured-in-place concrete and concrete block walls, painted. Three façade and color schemes options will be provided to the Owners.
 - Interior floor-to-ceiling height will be 8'-0".
 - Model homes will have impact resistant exterior doors, ADA accessible, 36" wide x 96" high.
 - Interior doors will be semi-solid wood doors, 36" wide x 96" high, and will have lever handles.

- Interior bedroom closets will have glass sliding doors and will be equipped with hanging rods and shelves.
- All bedrooms, as well as the living room, will be equipped with ceiling fans with integrated lamps. Additional LED ceiling mounted lighting fixtures will be located in the balcony, kitchen, bathrooms, dining room and hallways. A vanity light fixture will be provided at bathrooms.

INTERIOR FINISHES, EQUIPMENT AND ACCESSORIES

- ◆ Model homes will have ceramic floor tiles, 4" high ceramic tile base, and painted walls and ceiling. Bathrooms will have white ceramic tiles, with various dimensions (depending on availability) installed up to 72" high around the shower stall. Bathrooms will be equipped with a low-consumption-high efficiency toilet, a vanity, a 24" wide towel bar, a toilet paper dispenser and a wall mirror above the vanity. The ADA bathroom will have a wall sink instead of a vanity. The kitchen cabinets will have plastic laminate doors and tops and white ceramic tile backsplash. Interior semi-solid wood doors shall be 3' x 8' sanded and painted, with matching wood frames and lever handles, for ADA compliance. Cross ventilation will be maximized when the doors are open and open door stops mechanism will be install to secure the doors in an open position.

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◆ **SUSTAINABLE DESIGN**

CONSIDERATIONS AND GREEN STANDARDS

- ◆ All model homes will implement active and passive techniques to minimize their environmental impact, making them sustainable and resilient in the event of natural disasters while maintaining the user's autonomy. Each model home becomes a framework through which the users can individualize their homes through the implementation of their preferred methods of sustainable measures and aesthetic design. The following is a list of methods, materials, and design elements that focus on sustainability and incorporate Green construction standards.
- ◆ In the construction process, products manufactured in Puerto Rico will eliminate the import costs and transportation emissions for the latter and will incentivize the local economy. The following products will be purchased from a locally manufacturing company: cement, gravel, roof sealant, paint, aluminum windows, kitchen cabinets, and concrete pavers.
- ◆ The homes will provide modular elements and standard sizes with the objective of diminishing waste and reducing construction time. (i.e. standard doors and windows dimensions.)
- ◆ The roofs will have a high-performance roof coating, equal or similar to CROSSCO Ultra Seal Plus, which is an acrylic elastomeric sealer that provides

fast-dry waterproof, supporting light rain after 15 minutes of applied. It has excellent elasticity and resistance to UV rays. Its great thermal reflectivity reduces internal temperature, which results in a reduction in energy costs. Ultra Seal Plus also resists the growth of mold, mildew and odor causing microbes. It has a 10-year warranty.

- ◆ Shower heads, toilets and faucets will be WaterSense Certified. Toilets will use 1.28 gallons per flush or less which is 20 percent less water than the current federal standard of 1.6 gallons per flush. Water-efficient lavatory faucets will have a flow of no more than 1.5 gallons per minute (gpm) at 60 pounds per square inch (psi) of water pressure. They will also have no less than 0.8 gpm at 20 psi of water pressure to ensure they provide adequate flow for hand washing. Showerheads will have a maximum flow rate of 2.0 gallons per minute (gpm) or less, which represents a 20 percent reduction in showerhead flow rate over the current federal standard of 2.5 gpm, as specified by the Energy Policy Act of 1992.
- ◆ Electric infrastructure will be provided for the future connection and provision of photovoltaic panels, to be placed in the flat roofs.
- ◆ Flat roofs will be structurally able to withstand a water cistern, a solar water heater and/or possible future solar panels.


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- ◆ The following equipment will be provided in the model homes with the goal of lowering the energy consumption, thus increasing the house sustainability:
 - Energy Star, top-freezer refrigerator (18.2 Cu.ft.)
 - Electric range with the option of 30" gas range.
 - Solar water heaters with a water cistern located above the bathrooms.
 - LED & Energy Star lighting fixtures and ceiling fans.
- ◆ All driveways will have grass pavers (minimum of 200 SF uncovered carport pad and 180 SF of driveway); their voids allow rainfall to seep into the ground, decreasing volume of run-off, which also affords soil stabilization and erosion protection, especially on slopes. The location of driveways will be determined based on each lot's specific conditions.
- ◆ Concrete walkway will lead from the driveway to the front entry. Walkway will be 3 feet wide and a minimum total area of 50 SF.
- ◆ As per ICC Energy Code R401.2.1 Tropical Zone, all homes will comply, but not be limited to, the following requirements:
 - Not more than one-half of the occupied space is air conditioned. (Our model homes will be provided with ceiling fans on all bedrooms and living room and will not have a/c units.)
 - The occupied space is not heated.
 - Solar, wind or other renewable energy source supplies not less than 80 percent of the energy for services water heating. (Our homes will have a solar water heater.)
 - Glazing in conditioned spaces has a solar heat gain coefficient of less than or equal to 0.40 or has an overhang with a projection factor equal to or greater than 0.30, (refer to Table 5.5.4.4.1 from ASHREA 90.1,2016.).
 - Permanently installed lighting, where is in accordance with Section R404.
 - The exterior roof surface complies with one of the options in table C402.3 or the roof or ceiling has insulation with an R-value of R-15 or greater. Where attics are present, attics above the insulation are vented and attics below the insulation are unvented.
 - Roof surface have a slope of less than one-fourth unit vertical in 12 unit horizontal (2% slope). The finished roof does not have water accumulation areas.
 - Operable fenestration provides a ventilation area of not less than 14 percent of the floor area in each room. Alternatively, equivalent ventilation is provided by a ventilation fan.
 - Bedrooms with exterior walls facing 2 different directions have operable fenestration walls facing directions. Interiors doors to bedrooms are capable of being secured in the open position.



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- A ceiling fans are provided for bedrooms and the largest space that is not used as a bedroom.

Our projects will achieve **ICC-700**; the National Green Building Standard (NGBS) that was generated in a partnership between the International Building Code (IBC), ASHRAE, and the National Association of Home Builders. The standard has a few mandatory requirements and requires an accumulation of points from its 6 categories and performance levels which include: Lot and Site Development (0 pre-req; 222 optional points), Resource Efficiency (4 pre-req; 242 optional points), Energy Efficiency (18 pre-req; 279+ optional points), Water Efficiency (0 pre-req; 110 optional points), Indoor Environmental Quality (17 pre-req; 268 optional points) and Operations, Maintenance & Education (3 pre-req; 18 optional points). Our project is aiming towards Bronze certification. This will be achieved by complying with the minimum number of points required by each category. At this moment, our designs have more than the required number of points to achieve this certification. Each house will be submitted individually, with each one achieving an independent certification.

- ◆ The responsible person for the SLS team for the management and implementation of the Green Building Standard, ICC-700 is:
 - Annette M. Fernandez, PE, LEED AP.
AVA Environnemental Consultants

P : 787-505-4981

T: F 787-120-2809

CODE COMPLIANCE

- ◆ The model homes will comply with current Puerto Rico and Federal design codes and standards, but not limited to: International Building Code 2018, International Residential Code 2018, American with Disabilities Act, Puerto Rico Building Code 2018, International Fire Code, National Electric Codes, among others, as stated on Code Compliance Requirements.

PROPOSED CONSTRUCTION

MATERIALS

- ◆ The model homes will be reinforced concrete shear walls structures used to resist gravity and lateral loads. Floor and roof levels will be five-inch (5") thick reinforced concrete slabs. The foundation system will be a reinforced concrete mat with perimeter aprons and thickened under the concrete walls. The foundation will serve as the finished floor at ground level. All partitions will be non-load bearing CMU walls with mortar plaster finish.

EXPECTED TIME OF CONSTRUCTION

- ◆ Knowing that time is of the essence under this contract, the expected time for construction on each home will either fall within the Program designated limits or be done in less time provided that there are no delays outside of our control.
Construction time under the contract will

start at NTP and stop on the date of Substantial Completion.

- ◆ Reconstruction projects will have an average construction duration of 128 days.

UTILITY CONNECTIONS

- ◆ Utility connection will be coordinated by SLS's Construction Coordinators with the utility providers.
- ◆ Each new house will have the following included in the scope of work and will be included in the construction hard cost budget.
 - 25 LF of potable water pipe for connection of the house to PRASA service meter, well or community spring.
 - 25 LF of sanitary sewer pipe for connection to PRASA service, septic tank or holding tank.
 - 75 LF of electrical service cable for connection to LUMA service.

PROPOSED CONSTRUCTION METHODS

- ◆ After the completion of design and permitting phases, the actual construction begins.
- ◆ Construction will start with rough grading and site preparation, following excavation for the proposed foundation system. Excavation should be carried out as per the drawings defined lengths & widths.
- ◆ Different types of services are provided before pouring of building floor. These included gas supply, water supply, sanitary etc.

- ◆ After excavation and services are run, the layout of the rebar specified by the plans will be completed. Finally, we pour the concrete foundation and slab per drawing specs.
- ◆ Formwork framing for reinforced concrete walls, columns, beams and roof slab will be prepared for pouring including plumbing and electrical rough-in. Next any masonry work is carried out with cement mortar.
- ◆ Once all cement and masonry work has been completed the home is dried in meaning that all the doors and windows are installed protecting the home from the elements. Conduits for electric supply are fixed in CMU walls before plastering.
- ◆ The last steps consist of plastering both the interior and exterior of the home, painting, flooring and interior finishes followed by all services being reconnected.
- ◆ Prior to turning the keys over to the homeowner all systems will be checked and re-checked and then the home will go through a final cleaning.

LANDSCAPING

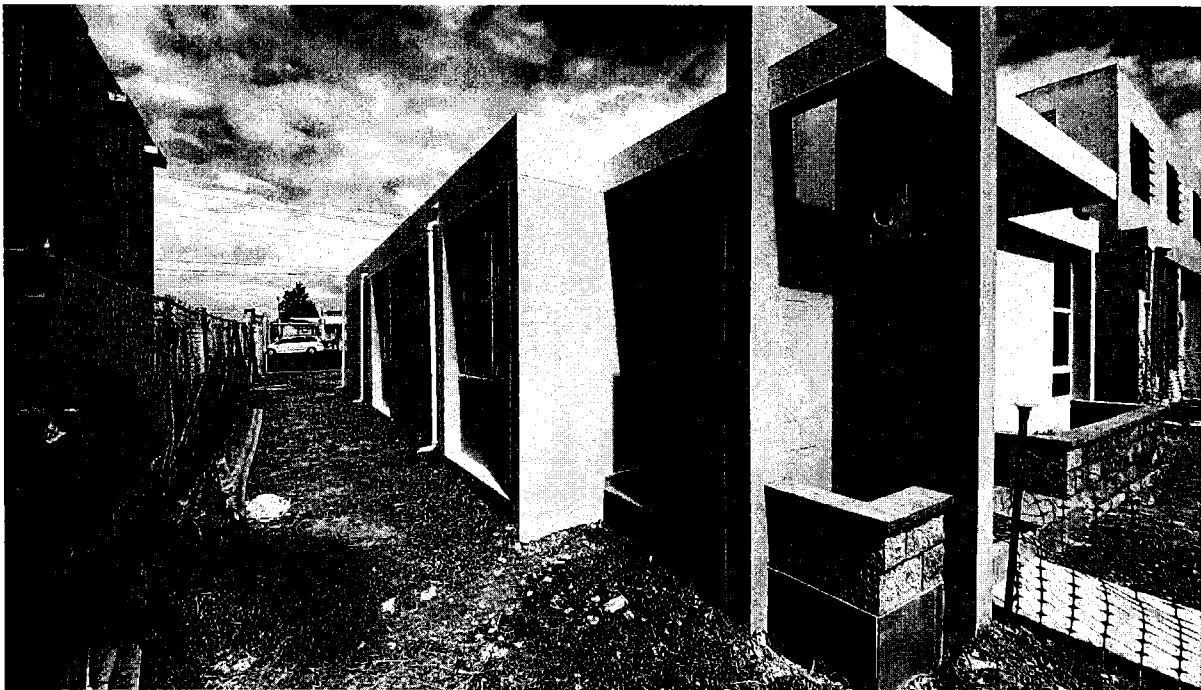
- ◆ Sod will be placed around the perimeter of the house to prevent erosion. The 2 Bedroom model will receive 1,915 SF of sod once the final grading is completed and the ground is graded to move water away from the house.

STRATEGIES TO MEET DESIGN BUDGET


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- ◆ SLS will employ a series of strategies to meet design budgets. First, the spatial distribution of each model home is very efficient. The model homes, although compact in design, maximize each space to the fullest, thus reducing the overall construction area. Second, the construction methods, as described in Section i, are very simple and efficient. These homes' modularity will allow us to

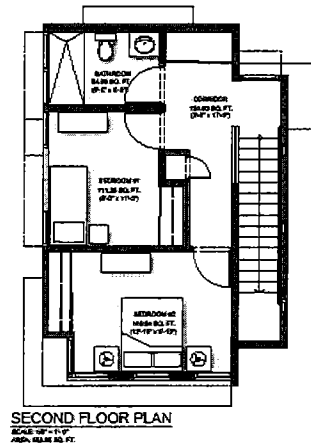
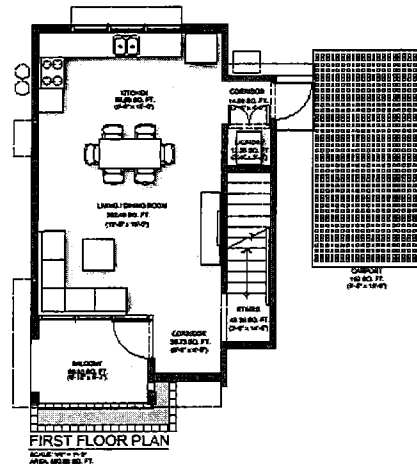
reuse the concrete formwork, saving time and construction costs. Finally, by standardizing window size and type, cabinetry, doors, finishes, bathroom equipment and accessories, SLS will be able to purchase these materials in bulk, which will allow us to get better and lower unit costs and will help accelerate construction time since materials will be readily available.



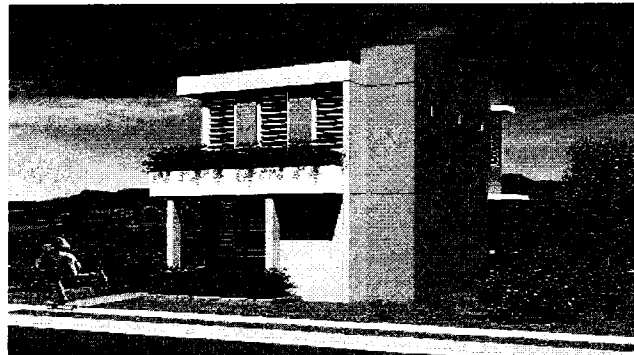
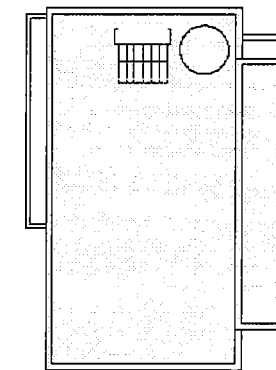

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9.1.3 Two Story Model Home Conceptual Design Drawings & Renderings

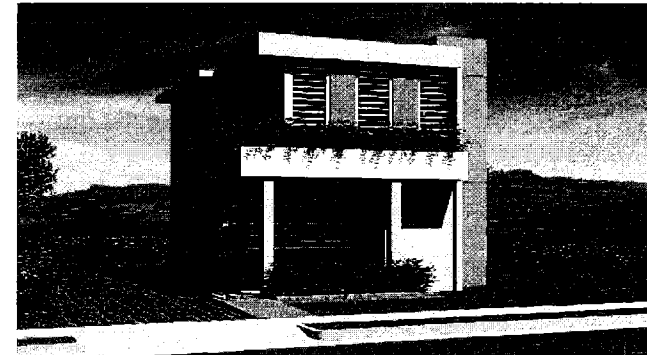
MODEL HOMES CDBG-DRMIT-RFP



Two Story Two Bedrooms



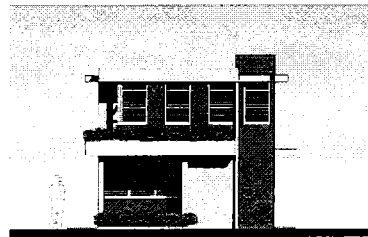
FACADE PERSPECTIVE



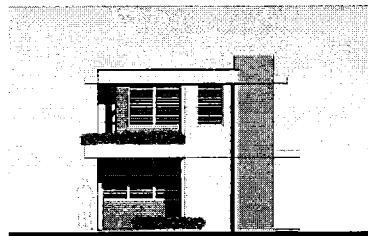
3D VIEW

MODEL HOMES
CDBG-DRMIT-RFP

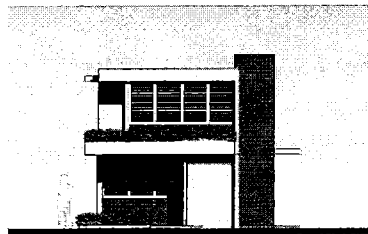
Two Story Two Bedrooms



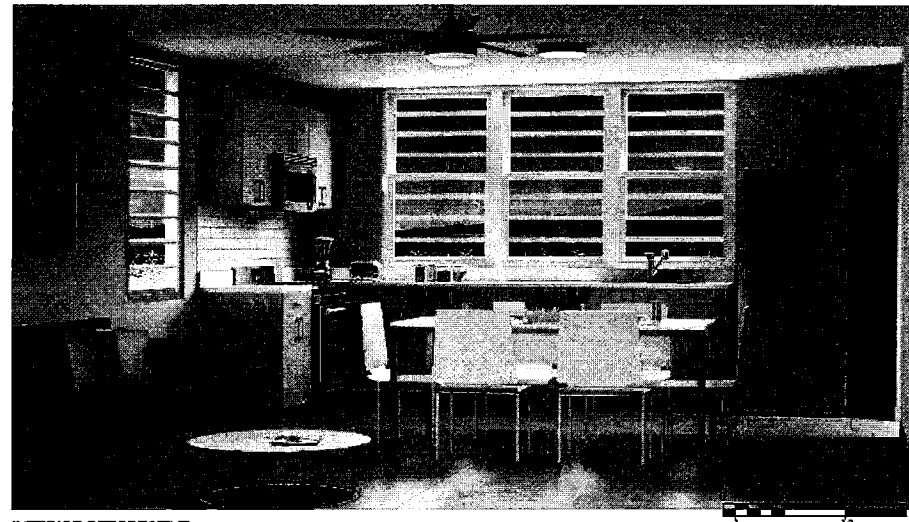
FACADE ALTERNATE A



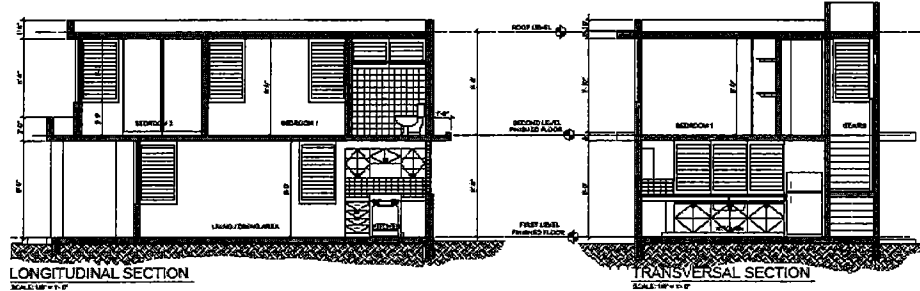
FACADE ALTERNATE B



FACADE ALTERNATE C



INTERIOR PERSPECTIVE



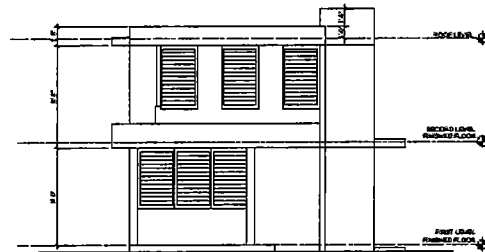
LONGITUDINAL SECTION
SCALE 1/8" = 1'-0"

TRANSVERSAL SECTION
SCALE 1/8" = 1'-0"

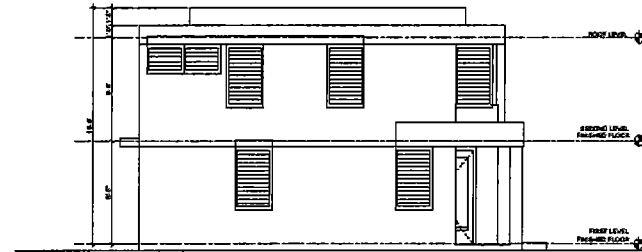
MODEL HOMES
CDBG-DRMIT-RFP



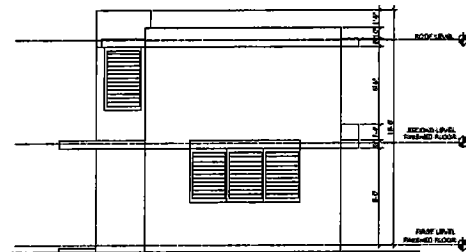
Two Story Two Bedrooms



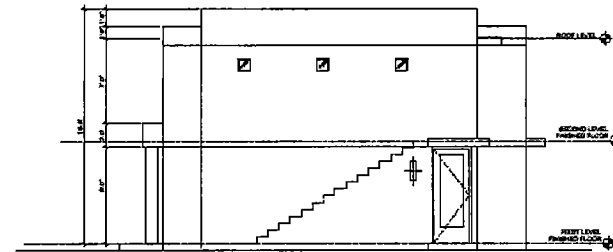
FRONT ELEVATION (ALTERNATE A)



LEFT SIDE ELEVATION (ALTERNATE A)



REAR SIDE ELEVATION (ALTERNATE A)



RIGHT SIDE ELEVATION (ALTERNATE A)



9.1.4 Two Story Model Home Design Narrative

The Office of Community Planning and Development from the U.S. Department of Housing stated that the Homeowner Repair, Reconstruction, or Relocation Program "seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons." The following narrative describes how the design approach of our model homes achieve this goal, by providing sustainable, resilient and accessible housing that will offer a suitable living environment for people who were greatly affected by Hurricane María. The overall design approach for all Models Homes is the same. What varies is the spatial distribution between all models.

SPACES AND LAYOUT FUNCTIONALITY

- ◆ There will be three Two Story model homes and 3 ADA Two Story model homes, all with 2, 3, and 4 bedrooms options.
- **Two-bedroom Two Story Model Home:**
This model will have approximately 1,134.83 square feet with and overall ground floor footprint of 20 ft. x 33'-6" ft., including the decorative planter. The model's length varies on the balcony variations. The ground floor will accommodate the entry balcony, as well as the living, dining and kitchen areas with a total area of 580.88 SF. The main stairs will be adjacent to the entry door. Floor-to-

ceiling height on each level is 8'-0". The second floor will accommodate 2 bedrooms and one bathroom, with a total area of 553.95 SF.

- The main entry is through a balcony, which will open-up to the main living area. *(The balcony square feet will vary, depending on the façade option, and will range between 60 and 62 SF.)*
- The staircase to the second level will located near the entrance and it will have a straight run with a total of 14 steps. The stair wall will have 3 glass blocks to provide natural lighting and a window for natural ventilation.
- A secondary entrance is located adjacent to the laundry.
- The living area will have 252.49 square feet and the kitchen area will have 97.50 sq. ft. The living and kitchen areas will have 8 windows to provide ample cross ventilation.
- The kitchen will have 97.50 SF and will provide 11.5 lineal feet of lower cabinets and 6.5 lineal feet of upper cabinets. It will also provide a refrigerator, a stove, and a double sink.
- The second level accommodates 2 bedrooms, a bathroom, and a linen closet.
- Bedroom #1 will have 111.25 SF 2 windows, and a 5' wide closet with glass sliding doors.
- Bedroom #2, master bedroom, will have 140.54 SF, 4 windows, and a closet with glass sliding doors. *(Closet width will*

range between 6.5 LF to 9 LF, depending on the front façade option.)

- A full bathroom will be located on the second floor and will have an interior footprint of 6' x 9'. It will accommodate a 24" wide vanity with mirror, a toilet, and a shower. Bathroom accessories include a towel bar, a toilet paper dispenser, and a shower bar.
- A laundry area will be located underneath the upper stair landing. Rough-in facilities for a washer/dryer combo will be provided.
- The 2nd floor corridor will have a 5'-6" wide linen closet.
- Rough-in facilities for the connection of an electric generator will be provided in the side yard, adjacent to the secondary entrance.
- Rough-in facilities for gas tanks will be provided on the side yard, adjacent to the kitchen.
- Rough-in facilities for the water cistern will be provided in the roof, right above the bathroom.
- A solar water heater will be located on the roof.
- **All ADA models will have the following characteristics:**
 - All 1st floors will be wheelchair accessible, as indicated in the plans.
 - Kitchens and bathrooms will be wheelchair accessible as well, including adequate dimensions for a 60" radius of gyration for a wheelchair to rotate within.

- As disabilities vary widely, a kitchen alternative will be provided within the options available to Owners, for users to choose the kitchen that best suits their mobility and accessibility needs and preferences.
- Refrigerators, gas ranges and permanent fixtures will be ADA compliant.
- The bathrooms will be ADA accessible, providing a wall sink, grab bars and a curb less shower for ease of access.
- ◆ **The following characteristics will apply to ALL model homes:**
 - Exterior and interior walls will be a combination of structural poured-in-place concrete and concrete block walls, painted. Three color schemes options will be provided to Owners.
 - Interior floor-to-ceiling height will be 8'-0".
 - Model homes will have an aluminum and glass entry door, ADA accessible, 36" wide x 96" high. A secondary entry will be provided near the kitchen and it will also have an aluminum and glass door.
 - Future options will consider wood entry doors, compliant with current 2018 Building Code, if available. The current wood doors available in PR have not been tested to comply with the current code.
 - All homes will be provided with 36" wide doors.
 - All interior doors will be semi-solid wood doors, with clear lacquer finish and/or painted, 36" wide x 96" high, and will have lever handles, for ADA compliance.



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- Interior bedroom closets will have glass sliding doors and will be equipped with hanging rods and shelves.
- Kitchen and bathroom sink faucets, as well as door hardware, will have lever handles.
- Electric switches will be standardized to be installed at a maximum of 48" above the finished floor (A.F.F.).
- All bedrooms, as well as the living room area, will be equipped with ceiling fans. Additional LED ceiling mounted lighting fixtures will be located in all livable spaces. Wall mounted LED lighting fixtures will be provided in the exterior façade as well as in the bathroom vanity.

INTERIOR FINISHES, EQUIPMENT AND ACCESSORIES

- ◆ The model homes will have ceramic floor tiles, 4" high ceramic tile base, and painted walls and ceiling. Bathrooms will have 2" x 2", 4" x 4", 6" x 6", or 2" x 6" white gloss ceramic tiles, (depending on availability) installed up to 72" high around the shower stall.
- ◆ Bathrooms will be equipped with a low-consumption-high efficiency toilet, a 24" vanity, a 24" wide towel bar, a toilet paper dispenser and a wall mirror above the vanity.
- ◆ The kitchen cabinets will have plastic laminate doors and tops and white ceramic tile backsplash.

FAÇADE OPTIONS

- ◆ Three facades options have been developed that can be adapted to all Two Story Models, including the ADA versions. The main variation lays in the articulation of the master bedroom front perimeter wall, lower balcony entrance approach, and planter articulation. These variations may result in slight variations in square feet / models. All options comply, and in most cases, surpass the minimum standards.

SUSTAINABLE DESIGN CONSIDERATIONS AND GREEN STANDARDS

All model homes will implement active and passive techniques to minimize their environmental impact, making them sustainable and resilient in the event of natural disasters while maintaining the user's autonomy. Each model home becomes a framework through which the users can individualize their homes through the implementation of their preferred methods of sustainable measures and aesthetic design. The following is a list of methods, materials, and design elements that focus on sustainability and incorporate Green construction standards.

- ◆ In the construction process, products manufactured in Puerto Rico will eliminate the import costs and transportation emissions for the latter and will incentivize the local economy. The following products will be purchased from a locally manufacturing company: cement, gravel,



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roof sealant, paint, aluminum windows, kitchen cabinets, and concrete pavers.

- ◆ The homes will provide modular elements with the objective of diminishing waste and reducing construction time. For example:
 - Kitchen cabinets will be a combination of 18", 24" and 36" modules.
- ◆ The roofs will have a high-performance roof coating, equal or similar to CROSSCO Ultra Seal Plus, which is an acrylic elastomeric sealer that provides fast-dry waterproof, supporting light rain after 15 minutes of applied. It has excellent elasticity and resistance to UV rays. Its great thermal reflectivity reduces internal temperature, which results in a reduction in energy costs. *Ultra Seal Plus* also resists the growth of mold, mildew and odor causing microbes. It has a 10-year warranty.
- ◆ Shower heads, toilets and faucets will be *WaterSense* Certified. Toilets will use 1.28 gallons per flush or less which is 20 percent less water than the current federal standard of 1.6 gallons per flush. Water-efficient lavatory faucets will have a flow of no more than 1.5 gallons per minute (gpm) at 60 pounds per square inch (psi) of water pressure. They will also have no less than 0.8 gpm at 20 psi of water pressure to ensure they provide adequate flow for hand washing. **Showerheads** will have a maximum flow rate of 2.0 gallons per minute (gpm) or less, which represents a 20 percent reduction in **showerhead** flow rate over the current federal standard of 2.5

gpm, as specified by the Energy Policy Act of 1992.

- ◆ Electric infrastructure will be provided for the future connection and provision of photovoltaic panels, to be placed in the flat roofs.
- ◆ Rough-in for a water cistern will be provided in the roof; rough-in for gas tanks will be provided in the side yard, adjacent to the kitchen.
- ◆ Flat roofs will be structurally able to withstand a water cistern and a solar water heater.
- ◆ The following equipment will be provided in the model homes with the goal of lowering the energy consumption, thus increasing the house sustainability:
 - *Energy Star*, top-freezer refrigerator (18.2 CU.ft.)
 - Electric range with the option of 30" wide gas range with 4 burners.
 - Solar water heaters with a water cistern located above the bathrooms.
 - LED & Energy Star lighting fixtures and ceiling fans.
- ◆ All driveways will have grass pavers (minimum of 200 SF uncovered carport pad and 180 SF of driveway); their voids allow rainfall to seep into the ground, decreasing volume of run-off, which also affords soil stabilization and erosion protection, especially on slopes. The location of driveways will be determined based on each lot's specific conditions.
- ◆ Concrete walkway will lead from the driveway to the front entry. Walkway will be



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3 feet wide and a minimum total area of 50 SF.

- ◆ **As per R401.2.1 Tropical Zone**, all homes will comply, but not be limited to, the following requirements:

- **Not more than one-half** of the occupied space is air conditioned. (Our model homes will be provided with ceiling fans on all bedrooms and living room and will not have a/c units.)
- The occupied space is not heated.
- Solar, wind or other renewable **energy source supplies not less than 80 percent** of the energy for services water heating. (Our homes will have a solar water heater.)
- Glazing in conditioned spaces has a solar heat gain coefficient of less than or equal to 0.40 or has an overhang with a projection factor equal to or greater than 0.30, (refer to **Table 5.5.4.4.1 from ASHREA 90.1, 2016.**)
- Permanently installed lighting, where is in accordance with **Section R404**.
- The exterior roof surface **complies with one of the options in table C402.3** or the roof or ceiling has insulation with an R-value of R-15 or greater. Where attics are present, attics above the insulation are vented and attics below the insulation are unvented.
- Roof surface have a slope of less than one-fourth unit vertical in 12 unit horizontal (**2% slope**). The finished roof does not have water accumulation areas.

- Operable fenestration provides a ventilation area of **not less than 14 percent of the floor area** in each room. Alternatively, equivalent ventilation is provided by a ventilation fan.
- Bedrooms with exterior walls facing 2 different directions have operable fenestration walls facing directions.
- Interiors doors to bedrooms are capable of being **secured in the open position**.
- **A ceiling fan** or ceiling fan rough-in is provided for bedrooms and the largest space that is not used as a bedroom.
- ◆ Our projects will achieve **ICC-700**; the National Green Building Standard (NGBS) that was generated in a partnership between the International Building Code (IBC), ASHRAE, and the National Association of Home Builders. The standard has a few mandatory requirements and requires an accumulation of points from its 6 categories and performance levels which include: *Lot and Site Development* (0 pre-req; 222 optional points), *Resource Efficiency* (4 pre-req; 242 optional points), *Energy Efficiency* (18 pre-req; 279+ optional points), *Water Efficiency* (0 pre-req; 110 optional points), *Indoor Environmental Quality* (17 pre-req; 268 optional points) and *Operations, Maintenance & Education* (3 pre-req; 18 optional points). Our project is aiming towards Bronze certification. This will be achieved by complying with the minimum number of points required by each category. At this moment, our designs have more than the required number of points to



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achieve this certification. Each house will be submitted individually, with each one achieving an independent certification.

- ◆ The responsible person for the SLS team for the management and implementation of the Green Building Standard, ICC-700 is:
- ◆ Annette M. Fernandez, PE, LEED AP.
AVA Environnemental
Consultants
P : 787-505-4981
T: F 787-120-2809

CODE COMPLIANCE

The model homes will comply with current Puerto Rico and Federal design codes and standards, but not limited to: International Building Code 2018, International Residential Code 2018, American with Disabilities Act, Puerto Rico Building Code 2018, International Fire Code, National Electric Codes, among others, as stated on Code Compliance Requirements.

PROPOSED CONSTRUCTION MATERIALS

The model homes will be reinforced concrete shear walls structures used to resist gravity and lateral loads. Floor and roof levels will be six-inch (6") thick reinforced concrete slabs. The foundation system will be a reinforced concrete continuous footing with perimeter aprons and finished floor at ground level. All partitions will be non-load bearing CMU walls with mortar plaster finish.

EXPECTED TIME OF CONSTRUCTION

Knowing that time are of the essence of the contract, the expected time for construction on

each home will either fall within the Program designated limits or be done in less time provided that there are no delays outside of our control. Time under the contract will stop running on the date of Substantial Completion.

Reconstruction projects will have an average construction duration of 128 days.

UTILITY CONNECTIONS

- ◆ Utility connection will be coordinated by SLS's Construction Coordinators with the utility providers.
- ◆ Each new house will have the following included in the scope of work and will be included in the construction hard cost budget.
 - 25 LF of potable water pipe for connection of the house to PRASA service meter, well or community spring.
 - 25 LF of sanitary sewer pipe for connection to PRASA service, septic tank or holding tank.
 - 75 LF of electrical service cable for connection to LUMA service.

PROPOSED CONSTRUCTION METHODS

After the completion of design and permitting phases, the actual construction begins.

- ◆ Construction will start with rough grading and site preparation, following excavation for the proposed foundation system. Excavation should be carried out as per the drawings defined lengths & widths.
- ◆ Different types of services are provided before pouring of building floor. These

included gas supply, water supply, sanitary etc.

- ◆ After excavation and services are run, the layout of the rebar specified by the plans will be completed. Finally, we pour the concrete foundation and slab per drawing specs.
- ◆ Formwork framing for reinforced concrete walls, columns, beams and roof slab will be prepared for pouring including plumbing and electrical rough-in. Next any masonry work is carried out with cement mortar.
- ◆ Once all cement and masonry work has been completed the home is dried in meaning that all the doors and windows are installed protecting the home from the elements. Conduits for electric supply are fixed in CMU walls before plastering.
- ◆ The last steps consist of plastering both the interior and exterior of the home, painting, flooring and interior finishes followed by all services being reconnected.
- ◆ Prior to turning the keys over to the homeowner all systems will be checked and re-checked and then the home will go through a final cleaning.

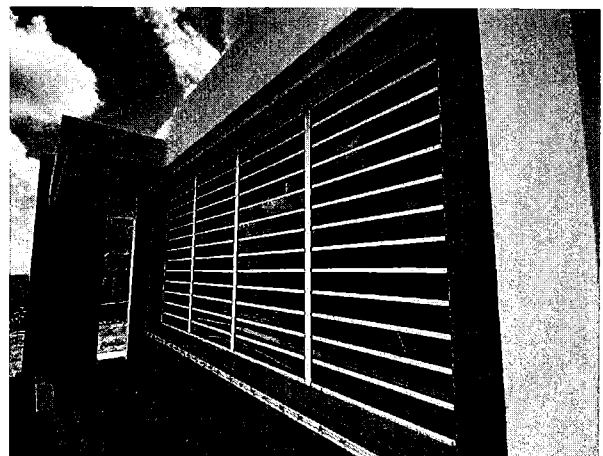
LANDSCAPING

- ◆ Sod will be placed around the perimeter of the house to prevent erosion. The 2 Bedroom model will receive 1,915 SF of sod once the final grading is completed

and the ground is graded to move water away from the house.

STRATEGIES TO MEET DESIGN BUDGET

SLS will employ a series of strategies to meet design budgets. First, the spatial distribution of each model home is very efficient. The model homes, although compact in design, maximize each space to the fullest, thus reducing the overall construction area. Second, the construction methods, as described in Section i, are very simple and efficient. These homes' modularity will allow us to reuse the concrete formwork, saving time and construction costs. Finally, by standardizing window size and type, cabinetry, doors, finishes, bathroom equipment and accessories, SLS will be able to purchase these materials in bulk, which will allow us to get better and lower unit costs and will help accelerate construction time since materials will be readily available.





GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment B

ATTACHMENT #1
SCOPE OF WORK
Request for Proposals
Construction Management Services
Home Repair, Reconstruction or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Home Energy and Water Resilience Installations and Incentive Subprograms
Community Development Block Grant – Disaster Recovery & Mitigation Programs
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-07

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 Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. The PRDOH reserves the right to retain construction management services of some of these programs internally and to select more than one Construction Manager (**CM**). Selected Proposers may be required to work on some or all of these Programs as requested by PRDOH.

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A description of the Housing Sector CDBG-DR and CDBG-MIT Programs is included in the Action Plans approved by the U.S. Department of Housing and Urban Development (**HUD**), available at <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>. A general description of the Programs is included below:

1. **Home Repair, Reconstruction, or Relocation Program (R3 Program)** - provides funding to repair damaged homes or rebuild substantially damaged homes in-place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in the same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000 as confirmed through program inspection, or if a feasibility analysis determines that reconstruction is required. The relocation venue provides homeowners with substantially damaged homes located in high-risk areas an opportunity to relocate to a safer location. The R3 Program will be implemented under the CDBG-DR funds.
2. **Blue Roof Repair Program (BRR Program)** - provides funding to owner-occupied single-family homes which remain with a blue roof tarp (blue roof) for weather

protection as a result of hurricanes Irma and/or María in Puerto Rico. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The BRR Program will be implemented under the CDBG-DR funds.

3. **Single-Family Housing Mitigation Program (SF-MIT Program)** – provides funding and mitigation assistance to households in Puerto Rico that face a risk of immediate threat. The Program will provide risk-based resiliency and mitigation measures to owner-occupied residences that have been identified as uninhabitable, substantially damaged, and/or deemed as an immediate threat by a program-performed Property Risk Assessment. The Program shifts focus from previous Disaster Recovery efforts by minimizing future loss and not having storm-related damage as a requirement. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The SF-MIT Program will be implemented under the CDBG-Mitigation funds.
4. **Home Energy and Water Resilience Installations Subprogram (CEWRI-HEWRI)** – provides funding for the installation of photovoltaic systems and/or battery storage systems for Low- to Moderate-Income (LMI)¹ households. LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of photovoltaic systems with battery storage backup of one hundred percent (100%) of the cost or \$30,000; whichever is the lowest.
5. **Incentive Subprogram (CEWRI-IP)** - Will provide funds for the installation of photovoltaic systems and/or battery storage systems for non-LMI households. Non-LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of photovoltaic systems with battery storage backup of forty percent (40%) of the cost or \$20,000; whichever is the lowest.

The PRDOH anticipates awarding the contract for an initial term of three (3) years. The PRDOH may, at its sole discretion, extend the contract term for **two (2)** optional **one (1)** year extensions upon mutual written agreement of the parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

¹ Refers to the residents of Puerto Rico that are considered low- to moderate income; that is, below eighty percent (80%) of the Area Median Family Income (AMFI) as established by HUD. See HUD Modified Income Limits for CDBG-DR Puerto Rico at HUD website here: <https://www.huduser.gov/portal/datasets/cdbg-income-limits.html#2021>. These income limits apply to all municipalities in Puerto Rico and are amended annually.


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1. PRDOH's Reservation of Rights:

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after the award of the contract.
- (vi) To require additional information from all suppliers to determine the level of responsibility.
- (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the proposer, regardless of their inclusion in the reference section of the proposal's submittal.
- (viii) To contract with one or more proposers or the cancellation of this RFP.
- (ix) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.
- (x) To modify the quantity of the listed items and/or services during the term of the contract in compliance with policies and procedures.

2. Overview

The PRDOH is issuing this Request for Proposal (**RFP**) to procure highly qualified and skilled architecture and engineering (**A&E**) designers and contractors to provide Construction Management Services for the R3, BRR and/or SF-MIT Programs and serve the Program(s) as a design-build, single source responsibility entity. The Construction Management Services provider may support R3 awards, CEWRI-HEWRI and/or CEWRI-IP Subprograms, by conducting testing, permitting and mitigation works of suspected lead-based materials, when applicable. It is expected the Selected Proposers will be prepared to invest considerable resources and efforts as related to the site walks, scope of work development, technical studies, survey, design, permitting, abatement, demolition, rehabilitation (either repair or repair/retrofit), and new construction of single-family dwelling units as specified and described in the Action Plan(s), in a short period of time. The Proposers must understand and align with the CDBG-DR and CDBG-MIT Federal


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Register Notices², Action Plans, Program Guidelines, national objectives, eligible/ineligible use of funds, guidelines, and policies. Proposers must be familiar with the Department of Housing and Urban Development (**HUD**) latest policy objectives, plan alignment, glossary, acronyms, policies, guidelines, and design standards applicable to the Scope of Work (**SOW**) of this RFP. The Proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

The Construction Managers will be an integral part of the Program(s) and will be required to work in harmony with other stakeholders such as PRDOH, Grant Management, Program Managers, as well as other staff and contractors retained by the PRDOH for the implementation of the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, completion of all tasks assigned under the contract and to provide applicants the highest customer service standards.

The Contract(s) will be awarded to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The SOW presented is based upon circumstances existing at the time of its release. 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 contract. Upon Contract execution, the Construction Managers may be required to work outside of normal business hours to accommodate for the Program(s) goals, production, and operational needs (i.e. weekends or evenings).

The PRDOH will outsource Program Management (**PM**) services for the implementation and the everyday administration of the program, projects, and case management. The PM will be responsible for the Construction Managers' contract management administration, control, regulatory and statutory compliance oversight. The Program Managers will also be responsible for the development of Environmental Review Records (**ERR**) and inspection of all construction works for the Program(s), and others.

3. Construction Management

The Construction Managers are expected to strengthen the Program(s) by providing their experience, technical knowledge, and expertise for the successful implementation of the Program(s). As consequence, the Construction Managers are expected to efficiently operate as a design-build team for the correctness, completeness, compliance, and systematic project completions in a time accelerated environment.

² Federal Register Notices for the CDBG-DR and CDBG-MIT are published in the corresponding websites at <https://cdbg-dr.pr.gov/en/resources/federal-register/> and <https://cdbg-dr.pr.gov/en/download/federal-register/> respectively.

3.1. General Objectives

The objectives for the Construction Managers include but are not limited to the safe evaluation and completion of projects on time, budget, quality, and compliance with, federal, state, local laws, statutory, regulations, requirements, and standards. This includes but is not limited to the following:

- Reduce the amount of time and increase the production of assigned applications;
- Provide practical, feasible and cost reasonable design solutions;
- Control cost and reduce Program(s) budget overruns;
- Provide, implement and administer the Quality Plan and optimize quality assurance of the services and goods being provided;
- Provide, implement, and administer the Project Safety Plan and complete projects safe and healthful manner;
- Methodically optimize project completions and expedite the close-out process of projects;
- Comply with green building initiatives and checklist;
- Ensure Program(s) expenditure of funds are related to the corresponding objectives such as "tie-back to storm" for CDBG-DR R3 and BRR Programs and "mitigation unmet need" for CDBG-MIT SF-MIT Programs.
- Identify and reduce the risks and legal burden to PRDOH, Program(s) and its representatives;

3.2. Duties and Responsibilities

Duties and responsibilities of Construction Managers include, but are not limited to, the following:

- Obtaining and evaluating the documents and information of the initial assessment phase in preparation to the scope site walk, scope of work development and a potential Grant Award to Program(s) applicants. Identify specific concerns that could affect the Initial Project Intent;
- Performing a scoping site walk and developing an initial scope of work (scope report);
- Participating in the Program(s) Grant Agreement process with Program Managers representatives and applicants.
- Obtaining and evaluating copies of the Environmental Review Record information in preparation to the design, construction documents, permitting process and other related activities. Identifying specific concerns that could affect the Initial Project Intent;


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- Performing the Asbestos Containing Materials (**ACM**), Lead-based Paint (**LBP**) materials, assessment, testing and report;
- Providing the ACM and LBP reports to the applicants, as needed;
- Providing the construction documents, corresponding permits for abatement, demolition, and construction activities, when required;
- Safely, timely, organized, and efficient completion of the Program(s) assigned Task Orders;
- Providing the highest level of service to the applicants, Program(s) representatives and PRDOH;
- Maintain overall project administration, production, control and responsibility, including Subcontractors management.
- Providing the PRDOH, Program(s) representatives and applicants the highest customer service standards.

3.3. Construction Manager Levels

Construction Managers will be divided into Levels based on their financial capacities and experience in projects.

3.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with greater financial capabilities which are able to operate and concurrently perform and complete extraordinary amounts of work within a larger geographical area. Level 1 Construction Managers:

- Initially may be assigned to geographical regions (group of municipalities), at the discretion of PRDOH;
- Can work one or more regions at any given time as requested by the Program(s);
- Will have a higher financial, operational, and technical capacity, which enable them to work and complete a greater volume of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a greater volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved 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;



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- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Staff Personnel to the greatest extent possible;
- Will engage and cooperate with the local communities, municipalities, and governmental officials;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

3.3.2. Level 2 Construction Managers

Level 2 Construction Managers will be those with moderate financial capabilities which are able to operate, concurrently perform and complete moderate quantities of work within adjacent groups of municipalities. Level 2 Construction Managers:

- May be initially assigned to work within adjacent groups of municipalities;
- May be initially assigned to adjacent municipalities from the locations of their headquarters to reduce the risk of over-extending their operations;
- Additional municipalities may be assigned if requested and approved by PRDOH;
- Will have moderate financial and operational capacity, which enable them to work moderate quantities of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a moderate volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved 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 Staff Personnel 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.



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4. Staff and Subcontractors

This Section details minimum Key Staff Personnel that will be required from the Construction Managers to perform the tasks required for the Program(s). All subcontractors performing abatement, demolition and construction activities under the Program(s) will be managed, administered, evaluated, controlled by the Construction Managers, and approved by the PRDOH or its representatives. Under no circumstance work shall be performed by a subcontractor that is not approved by PRDOH. Construction Managers performing non-compliant work may be subject to unnecessary risk, legal exposure, and other actions by the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, and completion of all tasks assigned under the Contract.

4.1. Staff Requirement

The Construction Manager must retain and maintain over the life of the contract or until requested by PRDOH, the Key Staff Personnel. All Key Staff Personnel resources must be physically located in Puerto Rico. The PRDOH expects the Selected Proposers to provide competent and 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, following the code of ethics and/or irregularities that may result in an unnecessary legal burden to the PRDOH, the Program(s) or its representatives. No Key Staff Personnel may be assigned to the resulting contract without the written consent of the PRDOH. Key Staff Personnel currently performing on the R3 Program may be proposed as part of the Key Staff Personnel under this RFP. Key Staff Personnel currently performing on other CDBG-DR or CDBG-MIT Programs may not be submitted as part of this RFP.

4.2. Key Staff Experience and Qualifications

The Proposers must provide detailed information and demonstrate the minimum requirements of the Key Staff Personnel to be assigned to the Program(s), including degrees, certifications, licenses, and years of relevant experience. The PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (**MWBE**). As part of the qualifications, the Proposers must include detailed information regarding their financial, administrative capacity, design, and construction experience (in similar projects), personnel, consultants, equipment, software capabilities, document controls, safety record keeping, and quality control procedures.


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4.2.1. Senior Project Manager

The resource assigned as the Senior Project Manager position must have a bachelor's degree from an accredited institution, experience in design-build projects, and at least ten (10) years of experience as project manager on construction projects.

The Senior Project Manager must possess academic, technical, and practical knowledge of program management, regulatory compliance, construction, and statutory compliance of similarly complex programs. Should be fluent in English and Spanish languages. This resource will be the main point of contact between the PRDOH and the Construction Management firm. Will be available on-call and attend Program(s) status, production, and progress meetings. The Senior Project Manager responsibilities include but are not limited to formulating, organizing, and monitoring the overall performance of the logistics and operation; defining objectives, strategies and monitoring the overall performance of projects; making decisions to accomplish the Program(s) objectives; strategizing to meet Program(s) production goals and requirements; coordinating cross-phases activities to promote and obtain overall efficiencies; leading, guiding and evaluating other Key Staff Personnel and their performance; monitoring and managing the master schedule of projects; developing, pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of overall progress of Task Orders; managing and controlling the Construction Managers budget, contract amount, and bonding capacity; identifying and allocating resources to the organization according to the Program(s) operational needs and work load; proactively evaluating and identifying trends, patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting operational efficiency; leading and promoting efficient communication strategies among Key Staff Personnel, design, permitting, construction and all support teams; promoting a customer, client service and steward oriented environment; preparing and explaining the executive performance reports to the PRDOH and its representatives; promoting practical, feasible, cost reasonable design solutions to complete the work of applicants homes in a time efficient manner; promoting ethical behaviors and work ethic within the organization; evaluating, implementing, identifying and taking the corresponding actions related to Anti-Fraud Waste, Abuse or Mismanagement (**AFWAM**) within the different teams, support areas, staff, subcontractors providing work, goods and services to the organization; assuming responsibility for the organization, teams, support staff and its subcontractors; any other function required to support the success of the Program(s).

The Senior Project Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; shall possess


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knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program, as contracted.

4.2.2. Lead Design Manager

The resource assigned as the Lead Design Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the Puerto Rico College of Architects and Landscape Architects (**CAAPPR** for its Spanish acronym) and/or the Puerto Rico College of Engineers and Land Surveyors (**CIAPR** for its Spanish acronym); active registration in the Department of State of Puerto Rico; at least ten (10) years of experience as design manager in the construction industry and at least five (5) years of experience in the design of housing or residential projects.

The Lead Design Manager shall work under the direct supervision of the Senior Project Manager to control the site planning, design, and production of the projects. The Lead Design Manager shall meet regularly with the Senior Project Manager and Construction Manager to communicate trends, patterns and identifying overall strategies, design efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving feasible and cost reasonable design solutions; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects schedule and production, particularly to those activities related to the design phase; communicating and informing any project schedule deviation and impact to the Senior Project Manager and Lead Construction Manager; assigning tasks and managing the design team's personnel; identifying and allocating resources for the design phase production; owning and pursuing outstanding design issues until resolved; promoting inter-team communication and keeping all the design team informed; managing the staff and group leaders of the design team; coordinating and communicating with stakeholders and consultants' to ensure on-time delivery of design tasks and deliverables such as, schematic design, design development, construction documents, permitting process, submittals, request for information, supplementary drawings, as-built documents, occupancy permit requirements, applicable codes, regulations and green building standards; evaluating and complying with Environmental Review Record; providing and complying with the State Historic Preservation Office (**SHPO**), permitting agency(ies), any other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Construction Manager as the subject matter expert and design expertise; assisting the Senior Project Manager in risk management for the design and/or permitting process; assisting the Senior Project Manager in the evaluation of the design team staff and performance;



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assisting the Senior Project Manager controlling the budget for the design phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard for the design phase; coordinating the design team site visits and reporting to ensure adherence to the project intent, quality standards and Quality Plan; ensuring compliance of the projects requirements related to the Program(s) requirements and contract; developing and pursuing deadlines, and production goals; coordinating components of projects to ensure on-time delivery of Task Orders and projects; proactively evaluating, identifying trends and patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Construction Manager, design, permitting, construction and support teams; assuming responsibility for the product of the design team; promoting practical, feasible, cost reasonable design solutions to provide applicants homes in a timely manner; promoting ethical behaviors and work ethic within the design team; evaluating, implementing, identifying and taking the corresponding actions related to AFWAM within the different team, staff, support areas and subcontractors providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors (when applicable); any other function required to support the success of the Program(s).

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The Lead Design Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; they must possess academic, technical proficiency, and practical knowledge in site planning, architectural design, applicable codes, regulations, standards, sustainable design, green building requirements and compliance; shall possess contract, scope of work, budget, production, design and cost reasonableness knowledge and team management skills; must pursue the overall scope and design efficiency of design solutions in a time accelerated environment; and shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program as contracted.

The Construction Management Firm's Architect of Record (AOR) is not required to be the Lead Design Manager. The medullar responsibilities of the Lead Design Managers include administering the production of the design, permitting phase and liaison to support construction activities in pursue to complete projects efficiently. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Design Managers to support the Program(s).

4.2.3. Lead Construction Manager

The resource assigned as the Lead Construction Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the CAAPPR and/or the CIAPR; active registration in the Department of State of Puerto Rico; 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.

The Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the projects. The Lead Construction Manager shall meet regularly with the Senior Project Manager and Design Manager to communicate trends, patterns, identifying overall construction efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving practical, feasible, cost reasonable construction means and methods; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects' schedule, especially in the construction phase, communicating, informing any project schedule deviation, impact to the Senior Project Manager and Lead Design Manager; leading, managing, assigning tasks to the construction team including field superintendents, quality assurance, safety personnel, supervisors, subcontractors, manufacturers, suppliers and others; identifying and allocating resources for the efficient progress of construction activities; owning, pursuing outstanding construction issues until resolved; promoting inter-team communication and keeping all the construction team informed; managing the staff and group leaders of the construction team; coordinating and communicating with stakeholders, designers and consultants to ensure on-time delivery of projects; leading construction tasks such as labor allocation, materials in place, coordination of trades, adherence to Program(s) approved scope of work, Task Order, construction documents, permitting documents, submittals, and applicable codes, regulations, green building standards and others; evaluating and complying with Environmental Review Record; providing and complying with the SHPO, permitting agency(ies) and other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Design Manager as the subject matter expert in the construction phase, means and methods, among others; assisting the Senior Project Manager in risk management of the construction and/or permitting process; assisting the Senior Project Manager in the evaluation of the construction team and support staff performance; assisting the Senior Project Manager controlling the budget for the construction phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard of the construction phase; coordinating the field superintendents, quality control and safety



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personnel site visits and reporting to ensure adherence to project intent, quality standards, Quality Plan and Safety Plan; ensuring compliance of the projects requirements and design intent as related to the Program(s) requirements, contract and scope of work; developing and pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of Task Orders; proactively evaluating and identifying trends, patterns to manage and reduce the risks of projects; analyzing the performance, quickly adapting, resolving areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Design Manager, design, permitting, construction teams and support areas; assuming responsibility of the construction team production; promoting practical, feasible, cost reasonable construction solutions to complete applicants homes in a timely manner; promoting ethical behaviors and work ethics within the construction team; assigning, administering and controlling the abatement, demolition, construction activities; monitoring, administering, enforcing field superintendents and subcontractors performance, best practices, procedures and reporting issues; assigning field superintendents according to geographical areas, technical expertise, project complexity; determining the amount of field superintendents site visits and intervals to all construction projects; implementing, identifying and taking the corresponding actions related to AFWAM within the construction team, support staff, subcontractors and suppliers providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors; any other function required to support the success of the Program(s).

The Lead Construction Managers shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work. The responsibilities include the administration of the construction phase production, quality control and pursue project completions. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Construction Managers to support the Program(s).

4.3. Organizational and Staffing Plan

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by the Proposer or a subcontractor), profession, position, rank, and relationship of the personnel performing any Construction Management services or plan to work on the Program(s). The Proposers' organization and staffing plan shall specifically include the roles, and responsibilities of each Key Staff


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Personnel and support areas to the Program(s), their planned level of effort, anticipated duration of involvement, and on-site availability.

This includes but is not limited to the Principal, Senior Project Manager, Lead Design Manager, Lead Construction Manager, and support personnel that will be performing site visits, initial scope reports, surveys, geotechnical studies, architectural, civil, structural, mechanical, electrical design, permitting, field superintendents, quality control supervision, safety officers, customer service representative and any other staff involved in the logistics and operation of the Construction Management Firm. The organizational and staffing plan must clearly depict hierarchy, relationships and promote overall efficiency to complete applicant homes efficiently, in a timely manner and reducing unnecessary delays.

5. Deliverables and Milestones

The Proposers and those deemed as “**Qualified Proposers**” and contracted by PRDOH are responsible to complete the specific activities and task for the Program(s) as described in this document. These deliverables must be produced in a timely manner and due diligence. The PRDOH or its representatives could modify (reduce or expand) these deliverables, as required by the PRDOH goals, operational needs and/or Program(s) budget. The design deliverables for a rehabilitation (repair) Project Intent will require the deliverables commencing in Section 5 of this document. The design deliverables for a replacement model home will require three phases of design (conceptual design, design development and construction documents), described in the corresponding Sections of this document.

5.1. Design Deliverables for Replacement Model Homes

The PRDOH will require three (3) phases of design deliverables for replacement model homes, implemented under the reconstruction venue of the Program(s). The first phase of design deliverable is the Conceptual Design which will be submitted by the Proposers as part of the RFP submission package with the design of a single-story 2-bedroom and a two-story 2-bedroom model home. Upon contract execution the Construction Managers must submit the remaining model home variations conceptual design with the requirements described in the corresponding section of this document. The second phase of design deliverables is the Design Development which will be provided upon the approval of the conceptual design model home variations by PRDOH.

The third phase is the Construction Documents upon implementation of the Program(s) and an issued Task Order, (refer to Section 7 of this document). The deliverables of Phase III (Construction Documents) shall be performed by the Construction Managers during the implementation of the Program(s) and prior a Notice to Proceed.


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5.1.1. Conceptual Design (Phase I)

Proposers must submit all the necessary information to clearly explain the proposed design intent. Design feasibility, cost reasonableness, ease of construction and time efficiency are highly important concepts in the Program(s). The proposed designs shall comply with the Program(s) Minimum Architectural and Design Standards (**Attachment 5** of this RFP) and the Construction Managers Selected Green Building Standard.

5.1.1.1. Narrative

The Proposers shall submit a technical narrative for the model homes which, additionally to describing the overall design intent, set forth:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality; and
11. Design strategies to promote cost reasonableness and efficiency.
12. Any necessary strategies to meet the criteria and designated budgets set forth in this Scope of Work.

5.1.1.2. Drawings

The Proposers shall provide the conceptual architectural design drawings for the proposed model homes. The model home design will be illustrated in floor plan, roof plan, four (4) elevations, and two (2) sections drawings (transversal and longitudinal sections). The drawings shall include the following minimum information:

1. Model home type;
2. Model home total square feet and its distribution amongst the different spaces;
3. Name and square feet area of each space (including but not limited to front porch, kitchen, living/dining area, bedrooms and others);
4. General and partial dimensions; and
5. Graphic scale.

A "flat lot" will be used as a hypothetical condition. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be depicted. The conceptual design drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. These drawings shall be consistent with the narrative, tridimensional color renderings and produced in standard commercial software like AutoCAD® or Revit®.

5.1.1.3. Renderings

The Proposers shall provide tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and kitchen area. The renderings shall be consistent with the narrative and drawing submission and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.1.4. Document Format

The conceptual design pamphlet shall be submitted in hardcopy in high resolution and a digital copy shall be provided in PDF format. The pamphlet shall include the narrative, drawings, and renderings in a 11x17 tabloid/landscape format. Digital files must be provided in a flash drive. The pamphlet will have the following order:

1. Cover page;
2. Design narrative;
3. Architectural drawings; and
4. Tridimensional color renderings.

5.1.1.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). Upon contract execution, the Proposers shall provide the conceptual design deliverables for the model home variations within the following timeline:

- Conceptual Design deliverables for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) To be submitted within **thirty (30) calendar days** from contract execution.
- "ADA" features and details shall be submitted as part of each model home submission.
- Upon the Program Managers and PRDOH approval of the architectural conceptual designs, the Construction Managers design team will continue with the Design Development (Phase II) deliverables.


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For design and construction efficiency, the Construction Managers' AOR shall elaborate the design solutions in such a way that model homes are readily adaptable to accommodate "ADA" details and features. These shall comply and graphically depict the applicable 2010 ADA Standards for Accessible Design³.

Proposers may submit model homes (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) with the corresponding details and features ("Standard", "ADA", three (3) "façade variations" and "Stylistic Options") in a single set of documents. The corresponding "blow-up" plans, sections, elevations, and details shall be specified, differentiated, and clearly depicted.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved".

5.1.2. Design Development (Phase II)

The Construction Managers will submit a detailed, coordinated design development package of all the model homes and include the architectural, structural, mechanical, and electrical disciplines. Construction Managers must submit all the necessary information to clearly explain the proposed design intent. During this phase the Construction Managers will provide a narrative, coordinated set of drawings, technical specifications, submittals, tridimensional color renderings, detailed cost breakdown, and upon approval by the Program Managers and PRDOH each model home shall obtain the "Plano Seguro" approved by the Office of Permit Management (known in Spanish as "Oficina de Gerencia de Permisos". **OGPe**, for its Spanish acronym). The design development package must comply with the applicable codes, regulations, selected Green Building Standard and Program(s) Minimum Architectural and Design Standards.

5.1.2.1. Narrative

The technical narrative shall be provided for each of the model home and shall elaborate on the following topics:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;

³ Refer to the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".


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7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality;
11. Design strategies to promote cost reasonableness and efficiency;
12. Design strategies for material use, efficiency and durability;
13. Overall design strategies and construction techniques to complete the site work with practical, feasible and cost reasonable solutions. This description shall include the design and construction of site elements such as shear walls, foundation walls, retaining walls, earthwork, grading, berms, permaculture, elevated structures, and others;
14. Innovation, design strategies, construction, and installation techniques for photovoltaic with battery storage and water storage systems; and
15. Innovation, design strategies, construction, installation techniques for septic systems, including but not limited to alternate septic systems and technologies, when required.

5.1.2.2. Drawings

The Construction Managers shall provide a detailed and coordinated set of drawings for all the model homes. The drawings shall include the following minimum information:

- 1) Title sheet (including index of drawings, architect of record and consultants' information, stamped and sealed in each discipline);
- 2) Architectural floor plan, roof plan, reflected ceiling plan, exterior elevations (including three (3) façade variations), sections (shall illustrate interior elevations), kitchen, bathroom & laundry (blow-up plans and elevations), doors/window types, hardware, details, assemblies, and schedules. Kitchen, bathroom, laundry, paint, finish, rough-in installation, appliances, equipment schedule and notes. The information requested in Section 5.1.1.2. of this document shall be included (model home type, total square feet, name, and square feet area of each space, general, partial dimensions, and a graphic scale);
- 3) Architectural drawings of the "ADA" details and features must graphically depict the applicable 2010 ADA Standards for Accessible Design. Particular attention shall be provided to accessibility features including but not limited to turning spaces, clear spaces, clear floor, ground space, maneuvering clearance (forward and parallel approach, toe/knee clearance, protruding objects, unobstructed forward/high forward/side reach clear width of doorways and overall accessibility in kitchen, laundry, and bathroom areas, among others.

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- 4) Structural foundation plan, roof structural plan, sections, assembly details, and notes;
- 5) Plumbing layout floor plan, roof drainage plan, water and sanitary isometrics, general notes, details, schedules, solar water heater and water storage system installation details, control/gate valve details, cleanout details, clothes washing machine box details, dryer exhaust details, gas tank detail, and water storage systems and notes; and
- 6) Electrical floor plan, reflected ceiling electrical plan, service drop, photovoltaic with battery storage system installation details, one-line diagram(s), electrical panel schedule, luminaire schedule, notes, telephone & data line diagram, smoke and carbon monoxide detectors line diagram.

A "flat lot" will be used as a hypothetical condition for the elaboration of design Phases I, & II. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be graphically depicted. The design development drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. Refer to Section 14.8 of this document and the Minimum Architectural and Design Standards for photovoltaic system with battery storage and water storage systems requirements. The design development phase may be submitted with these systems depicted and noted "pending site-specific information".

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The design development drawings shall be submitted in 24x36 tabloid/landscape format, (dimensions and the notes scaled accordingly). The hardcopy illustrations must be in high resolution and a digital copy of the drawings will be required in PDF and DWG format. These drawings shall be consistent with the narrative, tridimensional color renderings, technical specifications, submittals, detailed cost breakdown and produced in standard commercial software like AutoCAD® or Revit®.

5.1.2.3. Technical specification

The technical specifications of all the model homes are required. These specifications will describe as minimum the general requirements, project coordination, reference standards, materials and equipment, product substitutions, project closeout, project record drawings, site work (place holder upon a Task Order), concrete, unit masonry, metals, woods and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, special construction (if applicable), plumbing, electrical and any other applicable divisions. The technical specifications shall be provided in an 8.5x11 letter format in PDF and Word® .doc file as per MasterSpec® divisions.

5.1.2.4. Submittals

The project submittal package for materials, products and equipment incorporated into the model homes shall be provided as standard procedure, efficiency, and accuracy of projects. The Lead Design Manager, Lead Construction Manager and the corresponding design professionals shall evaluate and approve the proposed submittals that will become part of the stamped and sealed construction documents. The submittal package shall summarize and streamline the administrative work, provide visibility, and serve as a tool for Program(s) inspections.

The model home submittals shall include the cut sheets that identify the manufacturers, specifications and model number, shop drawings with dimensions of such products (i.e. windows, doors, hardware, tiles, paint, finishes, photovoltaic system, water storage system, solar water heater, appliances, and others). The Construction Managers submittal package will enable an accurate budget, purchase, and lead time for the work and project completion. The project submittals shall be provided in an 8.5x11 letter format in PDF and Word® .doc file.

5.1.2.5. Renderings

The Construction Managers shall provide color tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and one (1) interior perspective of the kitchen area. The renderings shall be consistent with the narrative and drawing submission, provided in 11x17 tabloid/landscape format, and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.2.6. Detailed Cost Estimate

The detailed cost estimate shall be submitted for each model home and must be itemized, including all trades, components, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis. The detailed cost estimate shall include the material, equipment, and labor cost of each component to be incorporated into the work. The detailed cost estimate shall be developed by the Construction Managers and submitted in a Program(s) template, distributed upon contract execution. The document shall be provided in an 8.5x11 letter format both in PDF and XLSX files.

5.1.2.7. Permits and Endorsement

Upon approval of the design development deliverables, the Construction Managers shall submit, pay, secure, and obtain the OGPe "Plano Seguro" approval for all the model homes as per the corresponding agency(ies) requirements. The Construction Managers


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may file a single permit for each model home which includes all the model home variations.

5.1.2.8. Documents Format

The design development drawings shall be provided in physical copies and digital files as described in Section 5.1.2.2. of this document. The design narrative, technical specifications, list of submittals, tridimensional color renderings, detailed cost breakdown and OGPe approved "Plano Seguro" shall be submitted as indicated in the corresponding Sections of this document. Digital files shall be provided in a flash drive and/or web-based platform as requested by the Program(s).

5.1.2.9. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). The model home design development deliverables shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings, and detailed cost breakdown. The Construction Managers will be responsible for completing the design development deliverables in the following timeline:

- Design Development deliverables for all model homes (single- and two-story) to be submitted within **ninety (90) calendar days** from the "approval" of the Conceptual Design model homes. The order and timeline of submissions will be the following:
 - **First Package:** within **thirty (30) calendar days** of the conceptual design approval: 1 Level & 2 Level - **2 Bedroom** model homes;
 - **Second Package:** within **sixty (60) calendar days** of the conceptual design approval: 1 Level & 2 Level - **3 Bedroom** model homes.
 - **Third Package:** within **ninety (90) calendar days** of the conceptual design approval: 1 Level & 2 Level - **4 Bedroom** model homes.
- **OGPe "Plano Seguro" permit filing:** to be filed within **fourteen (14) calendar days** from the approval of each model home. The filing evidence shall be submitted to the Program(s) as part of this deliverable.
- **OGPe Approved "Plano Seguro":** The approved permit package shall be submitted to the PRDOH and/or its representatives physically and/or in PDF format.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved". This phase will conclude with the Program(s) approved model


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homes which may be built during Program(s) implementation, an issued Task Order and subsequently a Notice to Proceed.

6. Project Existing Conditions

As the Program(s) experts in design, technical evaluations, studies, permitting and construction, the Construction Managers will perform a property assessment (scope site walk) to validate, confirm the Project Intent and develop an initial scope of work (initial scope report) consistent with the Program(s) eligible activities.

6.1. Scope Site Walk and Initial Scope of Work

The Construction Managers will be responsible to conduct a scope site walk in all the properties upon case assignments. The Construction Managers personnel must assess the property accessibility, availability (or lack) of electrical, potable, and sanitary water infrastructure, lot potential, restrictions, limitations, proximity to bodies of water, natural resources, geological formations, or any other relevant information that may limit the proposed activity, including but not limited to evidence of soil erosion, landslide, flood, extreme slopes, and others. In the case that a replacement home is required, the Construction Managers shall confirm and validate if the corresponding model home construction is feasible. In the case of a rehabilitation (either repair or retrofit), the Construction Managers team shall confirm and validate if the proposed activity is practical, feasible and cost reasonable.

The outcome of this activity is to confirm and validate the Initial Project Intent as identified by the Program Managers, develop an initial scope of work for the Program(s) evaluation. The Construction Managers shall be responsible for completing these activities within **ten (10) calendar days** from the date on which a case is assigned. Once the Program Manager and Construction Manager agree to the Initial Project Intent and scope of work, the Program(s) will notify the applicant. Upon applicant acceptance, a Task Order will be issued to the Construction Manager to continue with the Pre-Construction deliverables.

6.2. Task Order & Pre-Construction Deliverables

Upon an issued Task Order, the Construction Managers will diligently engage its organization to commence and complete the site survey, technical studies, tests, reports, architectural, civil, structural, mechanical, electrical design, and any other activity required for the project design, permitting process and complete these activities with due diligence, efficiently and in a timely manner.

The Construction Managers are responsible for completing the environmental testing of asbestos containing materials, lead-based paint testing and reports:


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6.2.1. Environmental Testing

The Construction Managers will perform an inspection and risk assessment for asbestos, lead-based paint, and materials in accordance with federal and state regulatory standards. The personnel and laboratories that will perform the assessments, tests, reviews, and reports must possess all certifications required by the U.S. Environmental Protection Agency (**EPA**), Department of Natural and Environmental Resources (**DRNA**, for its Spanish acronym), HUD, Program(s) policy, federal and Puerto Rico's Environmental Laws and regulations.

6.2.2. Asbestos Survey, Testing and Report

Exposure to asbestos increases risk of developing lung disease. 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 building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), these fibers may be released into the air by the disturbance of such materials in demolition work, building or home maintenance, repair, and others. The Construction Manager is expected to be fully familiar with Puerto Rico's regulations, and federal regulations which include but is not limited to 40 CFR Part 763 (Asbestos Containing Materials in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Construction Managers personnel that will be performing the surveys, testing, reviews, and reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

6.2.3. Lead-Based Paint Inspection, Risk Assessment Testing and Report

Federally funded programs, such as CDBG-DR and CDBG-MIT, may impact residential structures 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 Program(s) must comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments under the Program(s) will be prepared by the Construction Managers. All the lead-based paint and material testing will be performed by an EPA Certified Lead-Based Paint Activities Firm utilizing an EPA Certified Lead Based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Construction Managers personnel that will be performing the surveys, testing, reviews, and




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reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

The pre-construction technical reports and information will be used to further define the project design intent and elaborate the Construction Documents as described in the following Sections of this document.

7. Construction Documents (Phase III)

This phase of design will be performed upon a Program(s) issued Task Order. For repair works this is the only design submission required. For construction projects a complete, coordinated set of construction drawings and technical specifications will be required. The construction documents will include all the necessary information for the site-specific design. The construction documents shall provide all the technical information to expedite the permitting, construction process, and reduce unnecessary delays, risks, errors, and omissions.


The construction documents must be consistent with the Program(s) approved scope of work, Task Order, Scope Changes, reasonable accommodation requests, technical specifications, submittals, compliant with the Environmental Review Record, Green Building Initiatives and Checklist (HUD CPD Green Building Retrofit Checklist or Selected Green Building Standards), Minimum Architectural Design Standards, and related regulatory agency requirements, and others. When a replacement home is to be constructed, homeowners will have stylistic options to select during the grant award meeting:

1. Façade variations;
2. Exterior doors style;
3. Exterior windows style;
4. Exterior paint color scheme;
5. Kitchen cabinets and countertop finish/color scheme;
6. Bathroom vanity countertop finish/color scheme;
7. Floor tile options; and
8. Any other optional component that has no impact on costs.

The homeowners selected stylistic options shall be included in the grant award package, construction documents and the PRDOH Grant Management System of Record.

7.1. Drawings

The construction drawings developed during this phase of design will become the part of the Construction Documents. A complete and coordinated set of drawings shall include all the information required to perform construction works, while reducing the amount of additional information, supplementary drawings being requested by the construction team. This includes but is not limited to site survey, existing site conditions, demolition plan, proposed site plan, grading and drainage plan (with spot/control elevations and finish floor elevations, existing and proposed site profiles/sections, erosion and sedimentation control plan, site design features such as retaining walls, berms, soil bioengineered walls, infrastructure design such as potable water, wastewater system electrical, details and notes. The construction drawings shall include the OGPe approved "Plano Seguro" and clearly depict and specify the homeowners selected stylistic options.

These construction drawings shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. These drawings should be produced in standard commercial software like AutoCAD® or Revit® and include all the information required to complete the works, obtain, and secure the construction permit and reduce the quantity of supplementary drawings, sheet revisions and internal request for clarifications.

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7.2. Technical specification



The Construction Managers shall edit and complete the technical specifications approved under the Design Development Phase according to the project existing conditions and proposed design. The technical specifications shall be consistent with the Program(s) approved scope of work, Task Order, and construction drawings. These specifications shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. The technical specifications should be produced in standard commercial software like MasterSpec®.

7.3. Document Format

The construction drawings shall be elaborated in 24x36 tabloid/landscape format with the following order: title sheet, key legend and notes, site survey, demolition plan, civil plans, architectural plans, structural, plumbing, mechanical, electrical. These must include all the necessary information as required by the applicable agency(ies). The construction drawings will be presented in a Program(s) drawing template for consistency purposes.

7.4. Permits and Endorsement

The Construction Managers shall elaborate a correct and complete permit package and include all the necessary information to reduce the probability of agency(ies) request of additional information. The Construction Managers are responsible to obtain and secure the construction permits, endorsements as required by the OGPe, Autonomous Municipalities, and regulatory agencies. The Construction Managers will submit all the necessary information, documents and pay all filing fees pursuant to the abatement and construction permits. In those cases that a project might require variances from the permitting agency(ies) for the project to remain as a replacement (reconstruction) project, these may be pursued by the Construction Managers AOR and design team to reduce the number of unnecessary relocations, provide Program(s) applicants with the opportunity to remain in their properties. Variance request to the permitting agency(ies) shall be performed as part of the Construction Managers design, permitting deliverables. The Construction Managers design team shall perform due diligence, fiduciary duty, perform the contracted services in benefit to the Program(s) applicants and according to the applicable agency(ies) processes and requirements.


 For replacement (reconstruction) projects, the Construction Manager shall submit all the Task Order corresponding information of the final scope (includes any necessary change orders), cost, and time impact, (when applicable) prior the completion of a structure pay point, (milestone). Upon the approval of the structure pay point (milestone), the Construction Manager shall commence the process to obtain and secure the Occupancy Permit.

7.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s), therefore design, construction documents and permitting activities shall be completed in the least amount of time possible, as the "Average Build Time" will be one of the metrics, milestones, and performance, as described in Section 8 of this document.

7.6. Design & Permitting Packages Deliverables for R3, BRR, and SF-MIT Programs

The Construction Managers shall provide a correct, complete permitting package to avoid unnecessary delays to obtain a construction permit.

- Once a Task Order is issued, the Construction Manager is responsible to file the construction permit to the corresponding agency(ies) within **forty-five (45) calendar days**.

Exceptions on a case-by-case basis according to the project complexity or permitting process.

7.7. Construction Deliverables for R3, BRR, and SF-MIT

7.7.1. Rehabilitation (Repair) Work: All work under a repair project intent, (including a structural retrofit when required) must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). When required, the Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to the homeowner move-in to the rehabilitated home.

7.7.2. Replacement Home Construction Work (Reconstruction): All work under reconstruction Project Intent must be completed by Construction Managers within **one hundred and eighty (180) calendar days**. This period will begin counting upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). The Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to homeowner move-in to the replacement home.

7.8. Abatement-Specific Work for R3 Relocation Awards, CEWRI-HEWRI and/or CEWRI-IP

7.8.1. Abatement under R3 Relocation Award: All work under an abatement Task Order issued for the R3 Relocation award must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin counting upon the Program issuance of a Task Order and will be considered as completed on the date at which Contractor submits documentation evidencing that all abatement work has been completed (including preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, and clearance; but not including abatement permit closeout) to the Program.

7.8.2. Abatement Work under CEWRI-HEWRI and/or CEWRI-IP: All work under an abatement Task Order issued for a CEWRI-HEWRI and/or CEWRI-IP Application must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin counting upon the Program(s) issuance of a Task Order and will be considered as completed on the date at which Contractor submits


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documentation evidencing that all abatement work has been completed (including coordination of impacted areas with Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, and clearance; but not including abatement permit closeout) to the Program.

Repair, reconstruction, and abatement work construction deliverable Period of Performance (**POP**) are subject to liquidated damages. Only valid situations that warrant a time extension shall be submitted for Program Managers evaluation, as per Program(s) policy. Approved time extensions are non-compensable excusable delays.

8. Metrics, Milestones, and Performance

As a performance-based contract, the Program Managers, PRDOH and/or its representatives will actively evaluate the Construction Managers performance and responsiveness. Repeated failures or "under performance" may result in limited future case assignments, probatory period, corrective plan, stop work, re-assignment of cases and/or projects, when required. Construction Managers will be evaluated during the life of the Contract for:

- 8.1.1. **Workmanship:** To be quantified by examining the ratio of total failed Milestone Inspections. The Construction Managers with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections. Performance may trend upward or downward over a given period;
- 8.1.2. **Average Design & Permitting Time:** Calculated as a measure of the total number of days from a Task Order being issued to the Contractor having filed a request for Construction Permit with OGPe;
- 8.1.3. **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed to the date that a Substantial/Finishes Milestone Inspection with a pass result was requested by the Construction Manager. The Construction Manager with the lowest average build time is assigned a higher weighted factor;
- 8.1.4. **Work in Progress:** A measure of the amount of work the 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 Construction Manager. Less work in progress means a higher capacity to be assigned more projects. The



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baseline may be adjusted over the life of the project based on actual performance of each Construction Manager;

- 8.1.5. 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 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 Program.

9. Compliance of Work with Federal Laws

9.1. Minimum Construction Labor Wage Rates

Construction Manager and subcontractors pay their construction labor force a minimum wage rate of \$15.00 per hour; in alignment with the current R3 Program Construction Managers' contracts.

9.2. Fair Labor Act

All work performed for the 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.

9.3. Davis-Bacon Act & Related Acts

All work performed for the 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, when applicable⁴.

10. 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 and regulations. The Program(s) Environmental Reviews of the at a site-specific level will be prepared by Program Managers retained by the PRDOH. An environmental review process will be required for all awards to be issued under the Program(s) to ensure that the proposed activities do not negatively impact the surrounding environment, mitigate an adverse effect on historical zones, districts, properties, archeological heritage and environmental or health effect on end users.

⁴ While the Davis Bacon Act may not be triggered, contractors are responsible for compliance with the applicable related acts. See form HUD 4010 for more information. <https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf>

The Program(s) will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all projects shall have an Environmental Review Record (**ERR**). The ERR for the projects will set forth (a) the existence of adverse effect and/or negative impacts on a site, (b) the means to mitigate adverse effect and/or negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if it becomes the most prudent action to take. The Construction Managers will be responsible for evaluating the ERR information, requirements, and implementing any means to mitigate negative environmental impacts for projects, including historical and archeological adverse effects, and any other action required for environmental compliance.

10.1. Asbestos Survey Report and Abatement

An asbestos survey report is used to locate and describe asbestos-containing materials in a structure. The Program(s) will conduct comprehensive building asbestos surveys, testing and results in the assessment of properties. The asbestos survey reports of the Program(s) will be prepared by the Construction Managers' representatives. If any abatement measures are needed, Construction Managers will be responsible to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

10.2. Lead Hazard Risk Assessments and Abatement

Lead hazard risk assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint and material hazards accompanied by a report explaining the results and options for reducing lead-based material hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the Program(s) 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 to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

11. Program's Unit Pricelist

The Program(s) requires standardization of unit costs, as this may provide and:


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- Is set forth to provide the Program(s) a reasonable cost;
- Facilitates communication and provides consistency among the Program Managers, Construction Managers, PRDOH and its representatives;
- Assures applicants are treated equally in the grant award determination process;
- Encourages fair and balanced treatment to applicants;
- Promotes efficiency and production in a high volume and time efficient environment;
- Creates an optimization-based process to reduce administrative burden; and
- Optimizes the development, evaluation and approval of scopes of work, Task Orders and applications for payment for Construction Managers.

The Program(s) will make use of Xactware's Pricing Lists as the main source for pricing of construction works. Xactware 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, industry professionals as they research and report on average market price for price list items. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactware's Pricing Lists have been used in other implementations of CDBG Programs in the United States, including Puerto Rico and is accepted by HUD as of source to provide reasonable cost.

Xactware's Pricing Lists ensures that the cost for work performed under the Program(s) maintains itself within reasonable cost levels for the duration of the Program(s). Initially, the Program(s) will make use of the Xactware Pricing List **PRSJ_JUN22** for Puerto Rico and for the month of June 2022 with a Carrier Profile. Xactware's Pricing List to be used by the Program(s) will be updated by semester, at the beginning of the calendar year and at the beginning of each State Fiscal Year to the most recent up to pricing list published by Xactware. This allows for pricing within the Program(s) to become fixed for **six (6) months** terms to facilitate Program(s) 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(s) Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to Program(s) implementation.

Xactware'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 Xactware's Pricing Lists may not hold every item of work required by the Program(s), the PRDOH reserves the right to include additional items of work and their reasonable cost as part of Program(s) 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


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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(s) issued documents whenever necessary. Xactware'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 the HUD CPD Green Building Retrofit Checklist, Selected Green Building Standards and the Minimum Architectural and Design Standards included as **Attachment 5** of the RFP.

11.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the Program(s). Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of any direct expenses (job overhead) such as:

- Cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space;
- Project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and field superintendents, quality inspectors, among other employed on-site staff;
- Equipment, tools, scaffolding, personal protective equipment;
- Temporary facilities such as on-site offices, and other temporary structures like tool sheds, on-site container storage, bathroom portable pods, temporary barricades, soil and erosion control plan & execution, temporary railing, ramps, walls, and protection;
- Cost and payment of temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees;
- Cost for drinking water for on-site staff and workers including cups and maintenance;
- Project photographs and signage;
- Surveying and project staking;
- Site cleanup, both daily and final;
- Testing, inspection required including pumping, soil testing, and material testing.

Overhead is also inclusive of indirect expenses (general overhead) such as:

- Salaries, benefits of employees and personnel like, principal, key staff personnel, executives, administrative personnel, purchasing staff, estimators, bookkeepers, and anyone else working on the central offices and not directly employed on a specific project;

- Any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes;
- Any physical property including vehicles and associated cost;
- Costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; 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.

11.2. Profit

Profit for Program Unit Price List Items will also be standardized under the Program(s). Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

12. 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 support the service provided and billed.

The official list of supporting documents for invoices will be established in the Program(s) procedures. PRDOH reserves the right to review the correctness of invoices and perform audits. The Construction Managers must consider that one or more of the documents presented in the payment request will required signatures, notarization, or official certifications from one or more entities within the Construction Managers organization.



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The Construction Managers shall submit invoices for services performed and approved by the Program(s) or its representatives. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH. Construction Managers will be able to invoice once or twice per month; according to the PRDOH's established procedures.

Each assigned home will have pay points dependent on the type of work assigned to the Construction Managers. General pay points for work are as follows:

- **Repair Works:** Only a single pay point will be allowed for repair works under the Program(s). Invoices for repair works will be submitted by the Construction Managers once all repair work is completed and accepted by the Program(s). Retainage of 10% will be applied to the repair award invoices in cases where the Construction Manager is unable to obtain a No-Debt Certification on Taxes from the applicable Municipality. Such amount will be retained until such time when a No-Debt Certification on Taxes is provided to PRDOH for each specific Application.
- **Reconstruction Work:** 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).
- **R3 Relocation Property Lead Abatement Work:** Only a single pay point will be allowed for lead abatement and/or mitigation work under the R3 Relocation replacement property. Invoice for abatement work will be submitted by the Construction Managers once all abatement work has been completed, including, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission to the Program. Retainage of 10% will be applied to the abatement invoices in cases where the Construction Manager invoices for the work but has yet to obtain the abatement permit closeout from the corresponding Regulatory Agency. Such amount will be retained until such time when abatement permit closeout documentation is provided to PRDOH for each specific Application.

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- **CEWRI-HEWRI and/or CEWRI-IP Lead Abatement Work:** Only a single pay point will be allowed for lead abatement and/or mitigation work under the CEWRI-HEWRI and/or CEWRI-IP Subprograms. Invoice for abatement work will be submitted by the Construction Managers once all abatement work has been completed, including coordination of impacted areas with Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission to the Program(s). Retainage of 10% will be applied to the abatement invoices in cases where the Construction Manager invoices for the work but has yet to obtain the abatement permit closeout from the corresponding Regulatory Agency. Such amount will be retained until such time when abatement permit closeout documentation is provided to PRDOH for each specific Application.

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(s). The Construction Managers will provide the invoice package to the Program Managers and PRDOH's representatives for evaluation. Invoices must be correct, complete, and certified by the Construction Managers authorized representatives. Upon receipt of an invoice recommended for payment, 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. Construction Managers will be paid on a Task Order basis. No payments will be issued by the PRDOH for the development of the model home Conceptual Design and Design Development Phases. The PRDOH will pay for design as it applies to an issued Task Order Construction Documents deliverables.

12.1. Payment when an Applicant Withdraws after a Task Order is Issued

If the Contractor is issued a Task Order to begin design and permitting work on an application and, thereafter, the Applicant decides to withdraw from the Program before construction begins, the Contractor will be compensated by PRDOH in an amount that represents the work completed up to the withdrawal date of the Applicant. The procedure to determine the amounts to be disbursed to Contractor under these scenarios will be set forth by PRDOH in the Program(s) policies and procedures.

13. Code Compliance


The current International Building Code® (**IBC Codes**) establishes minimum requirements for building systems using prescriptive and performance-related provisions. The IBC Codes are fully compatible with all the International Codes® (**I-Codes**) published by the International Code Council (**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

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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 (PRBC)*, as amended from the IBC Code;
2. *Puerto Rico Residential Code (PRRC)*, as amended from the International Residential Code® (*IRC*);
3. *Puerto Rico Mechanical Code (PRMC)*, as amended from the International Mechanical Code® (*IMC*);
4. *Puerto Rico Plumbing Code (PRPC)*, as amended from the International Plumbing Code® (*IPC*);
5. *Puerto Rico Fire Code (PRFC)*, as amended from the International Fire Code (*IFC*);
6. *Puerto Rico Fuel Gas Code (PRFGC)*, as amended from the International Fuel Gas Code® (*IFGC*);
7. *Puerto Rico Energy Conservation Code (PRECC)*, as amended from the International Energy Conservation Code® (*IECC*);
8. *Puerto Rico Existing Building Code (PREBC)*, as amended from the International Existing Building Code® (*IEBC*); and
9. *Puerto Rico Private Sewage Disposal Code (PRPSDC)*, as amended from the International Private Sewage Disposal Code® (*IPSD*)


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All work performed by 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")*, or its equivalent regulation in place;
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 (ADA) Standards for Accessible Design (when required)*

14. Tasks

The Program(s) require a highly organized, strategical operation, control of scattered project sites for the successful and timely completion of projects. The cases may be

grouped and assigned in the corresponding regions to assist applicants in all the municipalities of Puerto Rico. The following are the tasks the PRDOH expects Construction Managers to perform with due diligence, fiduciary duty, professionalism, and adhering to the highest standards.

14.1. Task 01: Construction Management/Administration

The Construction Managers organization must have the technical knowledge, expertise, and resources to perform as an integrated design-build Construction Management firm with the capacity to complete high volume of work in a timely manner.

14.1.1. Duties and Responsibilities

- Ensuring compliance with local and federal regulations, including codes, permit and environmental laws;
- Complying with Environmental Review Record;
- Complying with green building initiatives/checklists;
- Standardizing the design processes, while reducing the administrative burden to the Program(s) and its representatives;
- Providing practical, feasible, and cost reasonable design solutions to common, unforeseen conditions and reduce contract modifications;
- Providing a coordinated, complete set of construction documents to complete the construction activity in a timely manner and reduce unnecessary delays;
- Reducing the amount of Scope Changes and time extensions to complete projects diligently;
- Performing project completions in a timely manner, within budget;
- Organizing, administering, and controlling the Construction Managers team, personnel, support staff, subcontractors, and field activity;
- Administering, monitoring, and controlling the production of scoping site walks, scope development, technical studies, reports, construction documents, permitting process, abatement, demolition, and construction activities while reducing the amount of Scope Changes.
- Identifying areas of opportunity to increase the production of work and reduce the time of project completions;
- Standardizing document controls to improve the quality of documentation, construction;
- Implementing and promoting overall efficiency; and
- Standardizing and expediting the close-out process of the projects.

14.1.2. Document Control and Information Technology

The Construction Managers shall engage in the use of software, programs, and web-based technologies for document control as an ancillary requirement to operate and

interact with the Program(s). No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided. The Selected Proposers must expect the use 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;
- Web based collaboration and work management platform, like Smartsheet;
- 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
- PRDOH Grant Management System of Record software, (to be provided).



14.1.3. Occupational Safety and Health

The Construction Managers must comply with federal, state, or local labor laws and those related to the occupational safety, health and wellbeing of the employees, subcontractors, and stakeholders of the Construction Managers organization. Construction Managers will prepare, update, from time to time, implement and administer the Construction Managers Safety Plan. The Construction Managers will have the qualified safety personnel to train, ensure and reduce the risk of accidents, injury, or incidents. The Construction Managers 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 site visits or meetings at the projects.

The Safety Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

14.1.4. Quality Control and Quality Assurance

The Construction Managers must comply with the highest quality standards and tolerances for the residential construction industry. These quality standards will be included in the Construction Managers Quality Plan and will serve as guidance for the implementation, completion, and supervision of work.

The Quality Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

A quality control, assurance procedure, testing, and reporting will be developed by the Construction Managers design team as part of the Technical Specifications of each project, (refer to Section 7.2 of this document).

14.1.5. Solid Waste Management Plan

The Program(s) sponsored demolition and construction activities shall comply with the requirements set forth in the Scope of Work, applicable laws and regulations for solid waste management of nonhazardous materials. The Construction Managers must comply with the DRNA requirements to segregate, classify, store and transport demolition, construction and organic materials to reuse, recycle, reduce solid waste and landfill disposal. The DRNA Reuse, Reduce and Recycle Plan for Construction Projects, Quarterly Report and closing documents shall be performed as required by the agency and/or Program(s) requirements.

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The Construction Managers shall implement feasible and environmentally conscious strategies that result in quantifiable solid waste reduction and a minimum diversion rate of fifty percent (50%) for Program(s) sponsored activities. A Solid Waste Management Plan with specific strategies to reuse, reduce, recycle solid waste shall delineate a detailed plan to reduce landfill disposal. The detailed plan must describe the applicable activities, material type, diversion percentages, monitoring process and reporting of this goal.

The Solid Waste Management Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

14.1.6. Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into repair and reconstruction projects to increase a structure's ability to withstand adverse weather and changing climate conditions. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and durable materials may be specified. The resilience standard may be achieved by providing photovoltaic with battery storage and water storage systems which may reduce and mitigate the loss of life and property.

14.1.7. Green Building Standard

The Program(s) construction activities must comply with the Green Building Standards as described in Federal Registers 83 FR 5844, 84 FR 4836, and as per Program(s) requirements. All repair and reconstruction homes shall be designed to incorporate resiliency, sustainability principles, efficient use of energy, water, and green building standards.

14.1.7.1. Green Standards for Repairs Work

The Construction Managers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

- HUD Guidelines on the Community Planning and Development Green Building Retrofit Checklist;
- HUD CPD Green Building Retrofit Checklist;
- Use of mold resistant products when replacing surfaces;
- Use of Energy-Star labeled products or appliances;
- Use of WaterSense labeled products or appliances; or
- Use of Federal Energy Management Program (FEMP) designated products or appliances.

14.1.7.2. Green Standards for Replacement Home Construction (Reconstructions)

The Construction Managers shall identify which Green Building Standard(s), they will use for the replacement home construction and must comply with at least one of the standards set forth:

- ENERGY STAR Certified Homes (version 3, latest revision. program requirements-Tropics);
- 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.

A certification under one of these Green Building Standard is a program requirement as part of project closeout and final payment. Due to the above, the PRDOH encourages to make use of a Green Building Standard that ensures completed homes can be


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certified at the time construction is completed. At any time during the contract, with the evaluation of the Program Managers and consent of the PRDOH, Construction Manager may change the Green Building Standard to be used for homes on which a Task Order has not been issued.

14.1.8. Public Relations


The Construction Managers are expected to cooperate with Program's public relation efforts and facilitate dissemination of information, upon request. To achieve these goals, the Construction Managers will provide data and information related to the Program(s) production, performance and completed projects. The Construction Managers will direct any communication requests through the PRDOH and its representatives. The Proposers are not authorized to distribute any of the Program(s) documents, data, confidential materials, or sensitive information, unless a written authorization is provided by PRDOH.

It is recommended that Construction Managers document the completed work in good quality and resolution which may be used by the PRDOH for communication purposes, Program(s) achievements and accomplishments. These shall be readily available and be provided to the Program(s), when requested.

14.1.9. Program Coordination

The Construction Managers will be responsible to collaborate in harmony with the other entities and in the Program(s) best interest. Other Program(s) entities and stakeholders include but is not limited to:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery (**DR**) and the Community Development Block Grant for Mitigation (**MIT**) funds. This public entity is called the "Owner" of the Program(s);
- **Program Managers:** responsible for management of the tasks performed by the PRDOH's other contractors and consultants. This entity will provide services to the PRDOH that include, but is not limited to, program administration, project, and case management, operational support, construction compliance, statutory compliance; document control, accounting and reporting for the PRDOH. This entity will provide services to the PRDOH in support of the Program(s) compliance, efficiency, production, and success; and
- **Cost Estimators:** responsible for estimating services construction and non-construction activities under the CDBG-DR and CDBG-MIT Programs. This entity will provide services to the PRDOH, that could include but not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost reasonable analysis.


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Construction Managers may have to engage and collaborate with additional stakeholders through the life of the Program(s).

14.2. Task 02: Architectural and Engineering Design

The Construction Managers 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 regulate the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of work 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. These licenses, permits, authorizations, consents, and approvals are to be valid, in full force and effect from the date of submission of a Proposal and for the duration of the contract. Construction Managers will ensure that architectural and engineering design is performed by qualified professionals with the education, training, knowledge, experience, technical expertise, and valid license to provide these services as required by the applicable laws.

14.2.1. Objectives

- Sustainable design;
- Energy efficiency and water conservation;
- Resilience housing;
- Mitigate risk of loss of life and property;
- Universal design concepts;
- Safer conditions for homeowners and household;
- Healthier residents and communities; and
- Reasonable Accommodations, when applicable.

14.2.2. General Design Requirements:

For consistency purposes, all written means of communications, (electronic or otherwise), emails, request for information, questions, responses, construction documents, submittals, and others shall be in English. Meetings may be carried out in Spanish or English (depending on the participants). All design and construction work under the contract


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must comply with the Minimum Architectural and Design Standards set forth in **Attachment 5** to the RFP.

14.2.3. Specific Requirements:

All necessary engineer or architectural technical studies, surveys, research, data, analysis, and model home design adaptations required for the completion of the designs will be included in the costs of the soft costs. These ancillary costs may include but limited to site surveys, soil geotechnical studies, percolation tests, tree inventory, hydrology & hydraulic study, and others;

- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$165,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$195,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$235,000.00;
- The maximum construction / hard cost for a 2-bedroom single-story home ("Compact" and "Narrow" lot versions) shall not exceed \$140,000.00;

The Maximum Hard Costs include the construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work, Selected Green Building Standard, Minimum Design and Architectural Standards, and applicable codes including costs associated to the structure, its components, finishes, and the cost of one (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. The Replacement Home Maximum Hard Costs include the construction of the following site improvements and infrastructure:

- Construction of 200 square feet carport pad (no roof);
- Construction of 180 square feet driveway to the home's carport pad;
- Construction of 50 square feet of walkway to the balcony/main entrance;
- 75 feet connection length for power to existing utilities;
- 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location;


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- 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); and
- Softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) as specified in Table 1, Item 21 of the Minimum Architectural and Design Standards.

The operational costs, overhead costs, profit associated to the construction of the Replacement Home and cost of other related activities are included in the model homes Maximum Hard Costs and exclude any earthwork (cut, fill, and other related activities) additional to the (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. Additional earthwork as per the project geotechnical report will be compensated to the Construction Managers using the Program Unit Price List. This includes but is not limited to utilities extension, driveway, walkway and softscape.

When abatement and/or demolition work is required in the existing property to perform repair or replacement home construction work, the reasonable cost will be compensated to the Construction Managers using the Program Unit Price List.

Homes to be built on a historic zones or districts, listed in the National Park Service (**NPS**) National Register of Historical Places, or deemed as with potential historical value shall provide, conform, and secure the endorsement or approval of the federal and local cultural and preservation offices (**ICP** for its Spanish acronym). When required, the design of model homes may require reasonable adaptations to accommodate SHPO or ICP requirements. The Secretary of the Interior's Standards for Rehabilitation may be applied in a reasonable manner, taking into consideration technical feasibility and reasonable cost.

14.2.4. Repair Work

The Construction Managers will design the repair work (including retrofit, when applicable) of existing non-substantially damaged homes. Designers are expected to provide practical, feasible design and cost reasonable solutions. When needed, reasonable accommodations and modifications may be provided upon Program(s) validation of such request and as per Program(s) policy. The repair work design will be evaluated by the Program Managers prior to its execution.

14.2.5. Reconstruction

Reconstructed homes aim to make its use at little to no extra operational cost to homeowners. The Construction Managers must aim to build durable, resilient, and efficient housing units that maintain livable conditions in the event of extended loss of power or water. When needed, due to applicant reasonable accommodation

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requirements, the "ADA" version may be provided upon Program(s) validation of such request. The reconstruction work design will be evaluated by the Program Managers prior to its execution.

14.2.6. Minimum Area Requirements

As first option the Program(s) will provide a one (1) level model home. In those cases that a property lot area, dimensions, or restrictions require a model home with a reduced area, a two (2) level model home may be provided. Table - 1 depicts the minimum space and total area of two (2), three (3) and four (4) bedroom model homes.

Table -1 Minimum Area Requirements - (1 Level & 2 Level)

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.

14.2.7. Minimum Area Requirements ("Compact Lot" and "Narrow Lot" Versions)

In those cases that a one (1) level or two (2) level model homes are not feasible to be built a "Compact Lot" or "Narrow Lot" version may be provided. Table - 2 depicts the minimum space and total area of "Compact Lot" and "Narrow Lot" homes. In general terms, the overall design solutions of these model homes will differ in proportions and will provide the Program(s) with additional options for properties with limited area, atypical proportions, irregularities, site restrictions and others. When needed, due to applicant reasonable accommodation requirements, "ADA" features, details, and specifications may be provided upon Program(s) validation of such request. These shall be elaborated by the Construction Managers AOR & design team upon request of the Program(s) and the design must be consistent with previously approved model homes, including finishes, materials, equipment, and any other work item that is part of the model home's construction.

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Table - 2 Compact Lot & Narrow Lot - Minimum Area Requirements

Space	2-Bedrooms
Front Porch	40.00 sq. ft.
Kitchen	80.00 sq. ft.
Living / Dining Area	200.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	675.00 sq. ft.

14.2.8. Single-Story Detached houses

Replacement home construction in urban, suburban, or rural lots shall be constructed in accordance with Puerto Rico Planning Board (**PRPB**) zoning regulations, requirements resolutions and/or request of variances, when requested by Construction Managers AOR. The design of replacement homes shall comply with the applicable Puerto Rico Civil Code (**PRCC Act 55-2020**), Act 55-2020 effective on November 28, 2020, or as amended.

14.2.9. Party-Wall houses

In urban and rural areas where property lots may be compact, irregular or have other constraints, existing homes may have been built near, adjacent, or up to a "zero lot line". When designing and building a replacement home under these conditions the designers may require incorporating creative solutions to provide natural light, ventilation and comply with PRCC Act 55-2020, PRPB, SHPO or ICP regulations and requirements.

14.3. Task 03: Permits and Endorsements

The Construction Managers shall file, pay, obtain, and secure all permits, consultations, endorsements, variances, or certifications required to execute the work as required by the corresponding agency(ies). These shall be filed in a timely manner not to adversely affect the progress and the critical path of projects, (refer to Section 7.4. & 7.5. of this document). Construction Permits must be acquired in the name of the PRDOH and the Occupancy Permit in the name of the applicant's or homeowners' (exceptions may apply). The list of typical permits or endorsements shown below is a general list and shall not be interpreted as an exclusive list of documents, other permits, consultations, variances, or certifications maybe required.

14.3.1. List of Office, Permits, Consultation or Endorsements

- State Historic Preservation Office endorsement;
- Institute of Culture endorsement;
- Planning Board endorsement;

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- PREPA/LUMA endorsement;
- PRASA endorsement;
- Department of Transportation endorsement;
- Roadwork construction or modification permit;
- Solid Waste Authority endorsement;
- Department of Agriculture endorsement;
- Public Service Commission permit;
- General Consolidated permit;
- Propane Gas permit;
- Fire Department endorsement;
- United States Army Corp of Engineers endorsement;
- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Department of Natural and Environmental Resources permit, endorsement and/or notification;
- Lead and Asbestos Abatement permit;
- Demolition Permit;
- Municipality endorsement;
- Construction permit;
- Occupancy permit ("Permiso de Uso"); and
- others.


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The filing cost associated to the construction permits, endorsements, consultations including CAAPPR, CIAPR stamps, Workmen Compensation Insurance (**CFSE**, for its Spanish acronym), and others is included in the soft cost and overhead respectively. The cost of Municipal Patents, Construction Taxes ("Arbitrios") and cost will be included in the Task Order without overhead and profit for reimbursement to the Construction Manager.

14.4. Task 04-A: R3, BRR & SF-MIT Lead & Asbestos Abatement

The Construction Managers shall file, pay, and secure all abatements permits, mitigation work, testing, and certifications required to execute demolition and/or construction activities. This task must be completed in a timely, secure, and safe manner to ensure the compliance with the applicable environmental laws and regulations.

14.4.1. Objectives

- Mitigating or removing the hazardous material from the property;
- Mitigating or removing the hazardous material from the structure;
- Preparing the structure for general demolition;
- Preparing the structure for selective demolition;
- Improving the standard of living and wellness for the vulnerable households; and

- Ensure obtaining environmental clearance once all abatement work is completed.

14.4.2. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings, reports and others must be in English;
- Project or coordination meetings may be carried out in Spanish or English (depending on the participants);
- Providing a copy of the asbestos survey reports, prepared by the Construction Managers authorized personnel;
- Providing a copy of the lead hazard assessment reports, prepared by the Construction Managers authorized personnel;
- Providing homeowners with the Lead and Asbestos Pamphlet;
- The Construction Managers may start the mitigation or abatement work upon the Program(s) Notice to Proceed;
- The Construction Managers 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.



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14.4.3. Specific Requirements

- Providing a secure perimeter, enclosure and signage for the abatement activities, while safeguarding public health;
- Performing the abatement design and procedures consistent with the materials surveys and assessments;
- Performing the abatement in the property, as required by the project activities;
- Performing inspections, storage, transportation, and disposal as required by the environmental laws and regulations;
- Performing testing and certifications required for the abatement activities;
- Closing the abatement permits;
- Providing evidence of the closing abatement permits; and
- Documenting and reporting abatement activities according to the applicable environmental laws and regulations.

14.4.4. Notice of Completion

The abatement work for each project under this task will be considered completed by the Program(s), when the following conditions are met:

- All scope change requests have been closed, either eliminate or executed by the Program(s);
- All hazardous materials were adequately mitigated and disposed from the project;
- The Submission of the test results have been provided to Program(s), PRDOH or its representatives;
- The Submission of the Final Inspection reports with certification have been provided to Program(s), 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 Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed.

14.5. Task 04-B: R3 Relocation Awards, CEWRI-HEWRI/CEWRI-IP Lead Abatement

The Construction Managers may be assigned to support R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprograms under the CDBG-MIT funds. When an application from these Program(s) is assigned, the Construction Managers shall file, pay, and secure all abatements permits, mitigation work, testing, and certifications required. This task must be completed in a timely, secure, and safe manner to ensure the compliance with the applicable environmental laws and regulations. For CEWRI-HEWRI and/or CEWRI-IP the Construction Managers may perform these activities in support of the subprograms and enable Renewable Energy Installation Companies, to perform the installation of Photovoltaic and Battery Storage Systems at participating properties. Under the Program(s), the Construction Managers are not required to perform demolition, nor the installation of such systems.

14.5.1. Objectives

- Preparing the structure for installation of photovoltaic and battery storage systems by Applicant-selected Renewable Energy Installation Companies by;
 - 1.1..1. Mitigating or removing the lead hazards from the property;
 - 1.1..2. Mitigating or removing the lead hazards from the structure;
- Preparing the R3 Relocation replacement property for installation of photovoltaic and battery storage systems by the CEWRI-DR Program:
 - 1.1..1. Mitigating or removing the lead hazards from the property;
 - 1.1..2. Mitigating or removing the lead hazards from the structure;
- Improving the standard of living and wellness for the vulnerable households; and
- Ensure obtaining environmental clearance once all abatement/remediation work is completed.


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14.5.2. General Requirements

- Reviewing R3 relocation and/or CEWRI Program-performed lead-based paint inspection, testing, and/or risk assessment reports to identify areas the need mitigation or abatement of lead hazards;
- Coordination with Applicant and/or Applicant-selected Renewable Energy Installation Companies on the areas of the property that will be impacted for installation of the photovoltaic and/or battery storage systems;
- Providing homeowners with the Lead Pamphlet;
- The Construction Managers may start the development of the abatement work plan and the lead abatement permitting due diligence upon issuance of a Task Order by R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP Subprograms;
- The Construction Managers may start the mitigation or abatement work upon the R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprogram(s) issuance of a Task Order for lead abatement or mitigation and the acquisition of the lead abatement permit for the property;
- The Construction Managers 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.

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14.5.3. Specific Requirements

- Providing a secure perimeter, enclosure and signage for the abatement activities as to not require the relocation of household member, while also safeguarding public health;
- Performing the abatement design and procedures consistent with R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprogram(s) lead inspections, testing, and/or risk assessment; as well as with the scope and impact areas of the photovoltaic and battery storage systems installations (as coordinated with the Applicant-selected Renewable Energy Installation Company, when applicable);
- Performing the abatement in the property, as required by the project activities;
- Performing inspections, storage, transportation, and disposal as required by the environmental laws and regulations;
- Performing testing and certifications required for the abatement activities;
- Closing the abatement permits;
- Providing evidence of the closing abatement permits; and
- Documenting and reporting abatement activities according to the applicable environmental laws and regulations.

14.5.4. Notice of Completion

The abatement work for each project under this task will be considered completed by the Program(s), when the following conditions are met:

- All necessary mitigation and/or abatement work, as well as hazardous material disposition and environmental clearance work for R3 Relocation replacement property, CEWRI-HEWRI and/or CEWRI-IP;
- Including CEWRI-HEWRI and/or CEWRI-IP necessary mitigation and or abatement work for the installation of the photovoltaic and/or battery storage systems by the Applicant-selected Renewable Energy Installation Company at the participating property is completed;
- The final cost of mitigation and/or abatement work necessary at the participating property is agreed to by the Program(s).
- The Submission of the Final Inspection reports with certification have been provided to Program(s), PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed.

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For the successful implementation of the CEWRI-HEWRI and/or CEWRI-IP subprograms, the Program Manager(s) contracted by the PRDOH is the entity responsible for the management, administration, applicant relations, communications, document control, management, accounting of funds, applicant intake, eligibility review, incentive award determination, environmental review, and incentive disbursements evaluation/approval, Task Order issuance, administrative closeout, among others. The CEWRI-HEWRI and/or CEWRI-IP subprograms, Program Manager is the entity responsible to assign, evaluate, administer and monitor cases to the Construction Managers procured by the PRDOH.

The Construction Managers shall be responsible for completing mitigation activities (that includes coordination of impacted areas with CEWRI-HEWRI and/or CEWRI-IP Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission) as assigned by the Program(s) within **sixty (60) calendar days** from the date on which a Task Order is issued. For the purpose of clarity, the sixty (60) calendar days period does not include abatement permit closeout. This may be submitted at a later time by the Construction Manager. Once the Construction Manager is assigned to a R3 Relocation, CEWRI-HEWRI and/or CEWRI-IP Application, the Program(s) will notify the Applicant of the Construction Manager's assignment.

Mitigation works deliverables Period of Performance (**POP**) under the R3 relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprograms are subject to liquidated damages. Only valid situations that warrant a time extension shall be submitted for Program Managers evaluation, as per Program(s) policy. Approved time extensions are non-compensable excusable delays.

14.6. Task 05: General Demolition

The Construction Managers will provide the general demolition services for the Program(s). The demolition activities will be assigned to the Construction Managers by the Program(s), PRDOH, or its representatives via Task Orders. If required, the lead and asbestos abatement will be performed by the Construction Managers under the Task 04 and before the General Demolition starts. The Construction Managers may not perform any work outside of the projects approved Task Order without prior Program(s) authorization. The demolition's work plan will be designed by the Construction Managers.

14.6.1. Notice of Completion

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

- All the scope change requests have been closed by the Program(s);
- The demolition resulting materials are disposed as required by the demolition design, permits, and regulations;
- The property has been cleaned of all debris, trash or unsuitable materials;
- The property has been prepared to a level that permits the start of the authorized works, when applicable;
- The grading for the structure and site has been performed according to the required spot, when applicable; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Task Order.

14.7. Task 06: Repair Works

Homes not located in the floodplain with an estimated cost of repair less than \$60,000, will be rehabilitated in place. Homes located in the floodplain with an estimated cost of repair less than \$60,000 or 50% of the current assessed value of the home, whichever is less, will also qualify to be rehabilitated in place. The estimated cost of repair will be determined by the Program(s) approved scope of work via a Task Order.

Under the CDBG-DR R3 and Blue Roof Repair Program(s) the storm damaged properties deemed as a repair will require to provide a decent, safe, and sanitary housing through

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the provision of activities designed to resolve unmet housing needs from hurricanes Irma and/or Maria impacts. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Damage Assessment Report developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the Damage Assessment (**DA**) documents and information to confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).

Under the CDBG-MIT Single Family Housing Program(s) the properties affected by recent disasters, deemed as a repair/retrofit will require to reduce and mitigate the loss of life and properties and provide a resilient housing through the provision of activities designed to resolve risk-based mitigation unmet needs. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Property Risk Assessment Report (**PRA**), developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the PRA documents and information to confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).



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14.7.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- 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.
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Selective demolition will be executed and paid under this task;

- Any obsolete products or appliances replaced as part of repair works must promote energy efficiency and replaced with EnergyStar, WaterSense, or FEMP designated products or appliances, as per 83 FR 5844;
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required for the repairs of the property are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Repair works of a home in similar manner as the original condition, 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 Institute of Culture and the State Historic Preservation Office (SHPO), are included under this task.

14.7.2. Specific Requirements

The Construction Managers will be required to perform repair work ranging from interior and exterior repairs to a structural retrofit. The activities for each project will be based in the Program(s) via an approved Task Order. This may include, but not limited to, the following:

- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Confirming, validating or requesting to re-evaluate the Initial Project Intent;
- Propagating an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Preparing a work plan and schedule for each project according to the Program(s) approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including initial site walks, technical site walks and periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the repair works;
- Preserving or restoring properties of historic significance;
- Selective demolition of site improvements, exterior or interior elements in the property;
- Removing and disposing demolition materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Site clearance and improvements;
- Utility connection from residential structure to electrical distribution system;



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- Utility connection from residential structure to water distribution system, local sewer collection lines, or installing septic systems;
- Building envelope repair including: roof, walls, exterior doors, windows;
- Surface preparation and finishes rehabilitation, including water impermeabilization and painting;
- Removing materials and architectural barriers that restrict the mobility and accessibility of elderly and disabled persons to the dwelling unit;
- Works required to improve the quality of life of elderly and persons with disabilities;
- Mechanical, electrical, plumbing equipment repair or replacement;
- Installing smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of energy and water;
- Flooring repairs or replacement;
- Replacing kitchen and bathroom vanities, equipment and components;
- Replacing of essential appliances;
- Repairing or replacing landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;
- Installing photovoltaic with battery storage and water storage systems (in SF-MIT Program), when feasible.
- Filing, obtaining and securing all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Preparing of Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the architect in record); and
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

14.7.3. Notice of Completion

The repair projects under this task will be consider completed when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;

- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- 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 Construction Manager.

14.8. Task 07: Single-Family Replacement Home Construction (Reconstruction)

Homes not located in the 100-year floodplain, or other high-risk areas, become eligible for a reconstruction award when the estimated cost of repair is greater than or equal to \$60,000, as confirmed through Program inspection, or if a feasibility analysis determines that reconstruction is required as result of design or construction impracticality. Reasonable cost will be determined by the Program(s) approved scope of work via a Task Order.

14.8.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Any products or appliances provided in the reconstruction model home must be replaced with Energy Star, Water Sense, or FEMP designated, as per 83 FR 5844;
- The replacement model home may provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on the applicant's household composition;

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- The replacement model home will be a single-story as first option. A two-story model home may be provided according to property lot area, geometry, restraints, or requirements.
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required, are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historic Preservation Office (SHPO), are included under this task;
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the reconstruction work is included in Task 03 of this RFP; and
- The stylistic options for the reconstruction model homes will be presented to the applicants in a Construction Managers developed pamphlet and included in the PRDOH Grant Management System of Record.

14.8.2. Specific Requirements

The Construction Managers will be required to provide a single-family replacement home construction. The activities for each project will depend on the applicants' household composition, existing conditions, proposed feasible and cost reasonable design solution. The scope of work to perform such activities require a Program(s) approved Task Order. This may include, but is not limited to the following:

- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Validating, confirming or requesting to re-evaluate the Initial Project Intent;
- Preparing an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Confirm the proposed design, construction solution is feasible and cost reasonable according to Program policy;
- Preparing a work plan and schedule for each project according to the Program approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the reconstruction works;
- Preserving or restoring properties of historic significance;
- Providing architectural and engineering evaluation and consultation services including periodic project site visits;

- Geotechnical engineering services, including, but limited to site explorations, borings, slope stabilization analysis, laboratories, certification, and technical reports;
- Providing architectural and engineering existing condition drawings, site surveys, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing architectural and engineering proposed condition, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing a model home design adaptation when needed to comply with agency(ies) requirements and as a result facilitate the construction;
- Providing a model home design adaptation when requested by the State Historic Preservation Officer (SHPO);
- Providing a model home design adaptation to enable the replacement (reconstruction) of a model home on the applicants property. This may include but is not limited to adaptation in layout, width, length and area to allow an applicant to be recipient of a replacement (reconstruction) project and remain in their property. This may apply to request a permitting agency(ies) variances for a project to remain as a rehabilitation (reconstruction) project.
- Filing, obtaining, and securing all necessary federal, state or municipal permits or endorsements to commence the replacement home construction work;
- Completing abatement and mitigation work required for the demolition and construction work activities (consistent with the corresponding assessment and reports);
- General demolition of structure and site improvements to perform the Program(s) approved Task Order;
- Removing and disposing demolition materials or debris;
- Clearing, grading and site improvements;
- Site work for the replacement home construction including but not limited to excavation, cut and fill, grading, foundations, structural work, utility trenching, carport, driveway, walkway slabs, electrical, potable, sanitary water system and, soil and erosion control, softscape and others;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other work of the property;
- Utility connection to electrical distribution system;
- Utility connection to water distribution system, local sewer collection lines, or installing septic system;
- Work required for the building envelope including, but not limited to concrete, concrete masonry units, concrete forms, exterior plastering, exterior doors, windows, shutters, water impermeabilization, paint, flooring, and others;



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- Interior work including, but limited to bearing, non-bearing walls, interior plaster, paint, flooring, wall base tiles, interior doors, window bug screens, kitchen, bathroom cabinets, equipment appliances, finishes, and others;
- Mechanical, electrical and plumbing work including but not limited to domestic water system, water heater, kitchen and bathroom fixtures, control valves, sanitary system, ventilation system, roof & storm drainage system, fire protection, electrical panel (circuits identified), distribution system, outlets, ground fault circuits, switches, lighting fixtures, ceiling fans, smoke and carbon monoxide alarm/detectors;
- Installing materials, equipment for energy efficiency, water efficiency, and potentially reduce operating costs;
- Accessibility features to comply with Reasonable Accommodations when validated by the Program(s);
- Installing water storage systems (as per SF-MIT Program), when feasible;
- Installing photovoltaic systems with battery storage (as per SF-MIT Program), when feasible.
- Administration, management, and control of concurrent and scattered projects, work and subcontractors;
- Quality assurance and control as per the Construction Managers Quality Plan;
- Laboratory testing, certification and reporting for quality and assurance or commissioning work;
- Preparing Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the AOR);
- Filing, obtaining and securing the Occupancy Permit in a timely manner to facilitate the Applicants' connection of utilities;
- Submission of the Occupancy Permit as part of homeowner move-in.
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

14.8.3. Notice of Completion

The activities under this task will be consider completed when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;


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- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- 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 Construction Manager; and
- The Construction Managers provide the applicant, co-applicant, or authorized designee the Closeout Binder (as specified in Task 09).

14.9. Task 08: Photovoltaic and Water Storage Systems

To promote resilient housing, reduce and mitigate the loss of life and property, the SF-MIT Program, under the CDBG-MIT funds will promote the installation of Photovoltaic System (**PV Systems**) with battery storage for critical loads and Water Storage System (**WSS**) on homes that have been repaired/retrofitted or reconstructed under the Program. The design criteria, design, equipment, and installation costs will be standardized, with minimal deviation to promote consistency, cost reasonableness. The PRDOH at its sole discretion may request Construction Managers to provide these services, products, and installations for the R3 and BRR Program applications corresponding to this Scope of Work and Contract.

14.9.1. General Requirements

The design of such systems shall be performed upon a Task Order being issued and the installation be performed upon a Notice to Proceed.

- Design of PVSs must be performed by a licensed engineer, who is also a member of the Puerto Rico College of Engineers and Land Surveyors, in accordance with Act 173 of August 12, 1976. Design of PVSs must be consistent with existing site conditions and in accordance with the requirements set forth in Regulations No. 7796 and No. 9049; as well as any other applicable laws, regulations, and codes. In addition, the PV system designer must be Certified Installer in accordance with Article 17 of Regulation No. 7796. The designer must have at least five (5) years of experience performing PV System design.
- Installations must be performed by a Certified Installer in accordance with Article 17 of Regulation No. 7796, or its subsequent equivalent regulation. The PV System installers and/or subcontractors must have a minimum of five (5) years of experience installing "equal or similar to" PV Systems in the renewable energy sector.


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- Installations must be completed in strict compliance with the drawings and specification requirements set forth in the PVS design documents.
- As part of the Construction Managers design team, the AOR, Structural Engineer and/or Mechanical Engineer (**Designers**) shall evaluate the existing and proposed conditions, when this is required.
- Price of equipment and installation shall include all expenses including but not limited to site assessments, technical evaluation, load analysis, design, drawings, technical specifications, permitting (if required), delivery, installation, commissioning, overhead, profit, fringe benefits, incidentals, and any other administrative fees.
- All supplied equipment, components and materials must be new not used, refurbished, repaired, nor reconditioned.
- The Construction Managers shall not provide equipment that is close to the end of production (phase-out) or may become unsupported by the manufacturer during the warranty period.
- The Construction Managers are responsible for the coordination of works, including the compatibility of the PV System and WSS with the existing condition where the systems will be installed. In the case of a repair/retrofit Project Intent, the installation must consider the structural integrity of the existing structure, wind exposure, strain/stress to existing components and other applicable design considerations. The installation of the PVS and/or WSS shall not compromise the structure's roof impermeabilization system.
- Warranties shall be provided as described in Section 14.10 of this document.
- All equipment, materials, tools, labor, and services shall be provided and included in the cost proposal.
- The PRDOH, or Program will not incur in any incidental, damages to property or additional cost and will not be responsible for reimbursement or expense related to per-diem, tolls, parts, or labors for equipment under warranty service.

14.9.2. Code Compliance

All PVSs and BSSs must comply the current applicable laws, regulations, and codes, which include, but are not limited to:

- Regulation No. 7796 of January 19, 2010, known in Spanish as "Reglamento para la Certificación de Sistemas de Energía Renovable", of the Puerto Rico Electric Power Authority, or its equivalent regulation in place at the time of installation.
- Regulation No. 7951 of November 30, 2010, known in Spanish as "Reglamento Conjunto de Permisos Relacionados para Obras de Construcción y Uso de Terrenos", of the Puerto Rico Planning Board, or the equivalent regulation in place at the time of installation.
- Regulation No. 9049 of November 15, 2018, known as Puerto Rico Codes 2018, of the Office of Permit Management (**OGPe** for its Spanish acronym), or its equivalent regulation in place at the time of installation.


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14.9.3. Permits

The Construction Managers shall file, obtain and secure all required permits, endorsement, licenses and responsible for any certification and/or notification to the applicable state agencies, including interconnection certifications and fees in accordance with the Act 17 of April 11 of 2019 ("Ley de Política Pública Energética de Puerto Rico"). All fees associated with the permits, notifications, and licenses are the responsibility of the Construction Managers.

14.9.4. PV System Requirements

The Construction Managers' PV system designer must design a standard photovoltaic system with battery storage for a single-family dwelling. The PV System shall be capable of running critical loads, some household appliances (refrigerators, water pump, etc.), life support devices, and permit the occupants to shelter-in-place during electrical grid outages. The PV Systems shall be installed, commissioned by the Construction Managers, and must comply with the following installation general requirements:

- A licensed professional structural engineer must evaluate that the existing roofs are structurally sound for the installation of the PV System. If the structural integrity of the structure is not capable to withstand the load of the system, then, the PV System installation requirement may be deemed as unfeasible.
- PV Systems layout shall meet local fire department, code, and ordinance requirements for roof access.
- PV Systems shall be installed according to best practices as per the National Renewable Energy Laboratory (**NREL**) industry best practice standards and the United States Department of Energy Guidance;
 - Solar Photovoltaic in Severe Weather: Cost Consideration for Storm Hardening PV Systems for resiliency;
 - Solar Photovoltaic Systems in Hurricanes and Other Severe Weather; and
 - Among others.
- PV Systems shall be installed in cases where the proposed array location supports a solar resource potential of more than seventy five percent (75%) of the same site's optimal solar resource potential as documented by a shading analysis to be performed by the Construction Manager.
- PV System shall be securely attached to the roof.
- Roof mounting structure (including anchoring system) must be corrosion resistant and meet applicable local building code requirements concerning rain, wind, earthquake factors, and others.
- All penetrations and structural connections associated with supports and conduit shall be kept to a minimum and shall be waterproofed as per the AOR, Designer and/or manufacturer's recommendation.


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- All penetrations to the structure shall be designed, specified, coordinated, and performed in collaboration with the AOR, roofing impermeabilization professional or manufacturer responsible for the impermeabilization membrane warranty on the project.
- All roof penetration and connections shall be warranted for weather tightness from the installer, including parts and labor (refer to Section 14.10 for warranty details).
- All roof installations and weatherproofing of penetrations shall not compromise the roof warranty, or if the roof has no warranty, accepted best practice.
- PV System inverters and batteries shall be installed in a shaded location and shall not be exposed to direct sun light. Installation in a weather protected area location is preferable.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the PVS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.

14.9.5. PV System Commissioning

Once the systems are installed the Construction Managers shall perform commissioning and inspections to correct underperformance, findings, or deficiencies. These may apply to system location, shading, quality of installation, anchoring, securing, performance as per the design intent, and others.

- Commissioning and inspection shall follow the International Electrotechnical Commission (**IEC**) standard IEC 62446, any local or state regulation, and/or Program requirements.
- The commissioning shall confirm the system's performance is per the design intent. Performance tests shall be conducted as part of the commissioning process. A digital copy of the commissioning report must be uploaded into the PRDOH Grant Management System of Record and included in the Closeout Binder.

14.9.6. PV System Standard Package

PV Systems shall be capable of running critical electrical loads, some household appliances and equipment (refrigerators, lighting, water pump, etc.), life support or medical devices, and allow shelter-in-place during electrical grid outages. In the event of a power outage, circuits and loads connected to the PV and battery system shall continue to work without disruptions. Standard packages must have the capacity of supplying electricity to an itemized list of devices, appliances and lighting fixtures identified as critical loads. The system will supply electricity to the critical loads independently as a stand-alone system, with grid interconnecting capacity.

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The program will offer the following standard package for PV Systems and battery storage:

- **3 kW DC** PV modules **48V** voltage lithium-ion battery bank with a minimum output of **9 kWh** and an **autonomy of 20 hours**. Loads shall consider one (1) medical life support device. The PV System shall provide and install an automatic transfer switch to allow for system operation in standalone mode.

Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum PV System standards and not allowed criteria.

14.9.7. WSS System Requirements

The WSS shall provide domestic water to the dwelling from the water storage tank using an electric water pump, controls, and a diaphragm type pressurized tank to provide back-up water supply with adequate pressure and without damaging water fixtures. The system pressure pump shall be connected to the PV System to continue operating during electrical service interruption.

- The water storage tank shall be located on the rooftop of the home, when feasible. If the structural integrity of the house does not support the load of any of the applicable water tank size options, installation in a reinforced concrete pad may be provided at ground level.
- If the roof structure allows, the water storage tank shall store a maximum capacity of 500 gallons per household, with all its necessary equipment and accessories for functionality of water storage and distribution.
- The water storage tank shall be connected to the utility's main water line with a water level control valve and backflow preventer. The water storage tank shall have instrumentation to monitor, control pressure and water level.
- The water storage tank shall be constructed of ultraviolet (**UV**) and corrosion resistant material, approved for potable water and food-grade applications, and have the Food and Drug Administration (**FDA**) and the National Safety Foundation (**NSF**) approval. Manufacturer documentation shall be provided and installed as per the instructions and/or recommendations.
- Water storage tank design and installation should consider the area, height, material, and other specifications according to location where such system will be installed. Under no means, the water storage tank should shade the PV System modules.
- Water storage tanks must be vented to allow water level changes. The vent opening installed in downward position shall include protective screen for pest control.
- The water storage tank and pressure tank must be cleaned and disinfected before the final fill with potable water.
- Disinfection of the water storage tank and pressure tank after installation must follow the manufacturer's recommendations.



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- WSS must be installed per the design intent and following the manufacturers' specific instructions and/or recommendations.
- The Construction Managers are responsible to furnish all the necessary components, equipment, materials, tools, for the WSS optimum performance as required by the Program and design intent.
- WSS Systems shall be installed according to the best residential industry quality standards and best practices.
- The WSS shall include pressure and water leak testing, in addition to operational testing.
- WSS without the required pressure or with water leaks will not be accepted by the Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the WSS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.

Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum WSS standards and not allowed criteria.



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14.10. Task 09: Projects Closeout

The Construction Managers will be responsible to provide all the information required by the Program(s) in the Closeout Binders, part of the Project Closeout requirements. These shall be elaborated and provided according to the necessary information for the PRDOH Closeout Binder and the Homeowner Closeout Binder. These must be uploaded into the PRDOH Grant Management System of Record and evaluated by the Program Managers, PRDOH and/or its representatives.

14.10.1. Duties and Responsibilities:

- PRDOH Closeout Binder: one (1) digital copy (PDF format);
- Homeowner Closeout Binder: one (1) hardcopy and one (1) digital copy (PDF format);
- Maintaining and preserving the projects records for the period prescribed 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 Office of Inspector General (OIG), U.S. Department of Housing and Urban Development (HUD), Puerto Rico Department of Housing (PRDOH), (HUD), or its representatives.

14.10.2. Closeout Binder Required Content

The Closeout Binder for each project shall include, but not limited to following:

- Binder cover, dividers, index of context and checklist, (include the following information):
 - Program name
 - Case number
 - Applicant name
 - Project address
 - Construction Managers entity name
 - Warranty department phone and email
 - Company physical address
 - Program Managers entity name
 - Warranty department phone and email
 - Company physical address
- Table of contents
- Warranty start date
 - Repairs – Final Completion
 - Reconstructions – Certificate of Occupancy
- Warranty Documents (Including but not limited to: waterproofing system, appliances, PVS, WSS, finishes, major components, MEP and architectural/civil work, among others);
- Warranty Claim instructions and contact information
- Waterproofing system bonds;
- Transfer of all warranties and equipment ownership;
- Operations and maintenance manuals;
- List of vendors, suppliers and/or manufacturer;
- Record drawings and specifications, signed and sealed;
- Certifications (Master Plumber and Professional Electrician);
- Commissioning Report for PVS and WSS, as applicable
- Submittal log;
- Digital copies of submittals in PDF format;
- Construction and Occupancy permits;
- Copy of closing government permits;
- Green Building Certification;
- Any other documents required by the Program.


The Closeout Binder checklist must list all items included and consistent with the Table of Contents.


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14.11. Task 10: Warranty Period

All work performed by the Construction Managers 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 appliances installed will be guaranteed for a minimum of one (1) year or as provided for by the manufacturer (whichever is greater);
- Solar Photovoltaic (PV) System Panels installed will be guaranteed for a minimum of ten (10) years;
- Solar PV modules will be guaranteed for a minimum of twenty-five (25) years of linear performance;
- Solar PV Battery Bank and Inverter will be guaranteed for a minimum of ten (10) years;
- Water Storage Systems (WSS) will be guaranteed for a minimum of five (5) years. and;
- All other work will be guaranteed for a period of one (1) year.


For the warranty periods established above the assisted homeowner may require the Construction Managers to correct defects or problems arising from the Task Order work under the contract. The Program Managers and Construction Managers will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be administered until resolved, closed by the Program Managers, and logged into the PRDOH Grant Management System of Record. A reasonable amount of time will be given to correct the valid warranty claim; however, in no case will such time exceed two (2) weeks to resolve. Should the Construction Managers fail to correct the problem the assisted homeowner may contact the Program(s) representatives to take any necessary legal resources as prescribed in the Construction Managers contract.

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14.12. Task 11: Temporary Relocation

CDBG-DR and MIT funds may be used for temporary relocation assistance and payments to persons displaced by a Program(s) sponsored activity. This may include assistance, payment for temporary relocation, storage, and move-out expense assistance as per Program(s) Optional Relocation Assistance (ORA) policy. Applicants who are not residing in the property for any reason other than program-sponsored construction may not be eligible for temporary relocation assistance.

The Program will compensate the applicant as per Program(s) policy using HUD fair-market rent rate⁵ for an adequate dwelling. Most up to date rates published by HUD for

⁵ https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.odn

Fiscal Year 2022. Rates to be paid by the Program(s) will be updated based on HUD-issued guidance, updates, and rental market conditions. Temporary relocation will be estimated for the duration of the project and additional time to enable the applicant to move out from the property and move back upon a Program(s) approved Final Inspection and/or an occupancy permit is obtained, when applicable. Temporary relocation assistance may be prorated for partial months, as needed. Upon Program Managers evaluation and approval or temporary relocation assistance, Construction Managers are required to issue ORA payments to Program(s) applicants under contract in a timely and diligent manner to avoid unnecessary distress to the applicants. The Construction Managers responsibilities is to provide applicants an excellent customer service, this is medullar for the Program(s) success and the PRDOH. The PRDOH will reimburse Construction Managers for ORA assistance payments issued to Applicants as approved by the Program(s). Reimbursements for ORA assistance payments will not include any additional costs (administrative, overhead, profit, or otherwise).

END OF SCOPE OF WORK



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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment C

COMPENSATION SCHEDULE
SLSCO, LLP
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Request for Proposals No. CDBG-DRMIT-RFP-2022-07

The following document contains cost information that considers the costs to be paid to the Construction Management Services firms through their Price Form in compliance with the Request for Proposals CDBG-DRMIT-RFP-2022-07.

The Procurement Division recommends to award to SLSCO, LLP a not to exceed contract in the amount of **\$25,000,000.00** for a 3-year term with the option of up to two additional one-year extensions for Level 1 Construction Management Services. The contractual value for each contractor will be divided in equal parts among the R3 Program and the SF-MIT Program.¹

Please, refer to the attached Exhibit G-1 (Program Unit Price List) submitted as part of the BAFO 1 negotiations and to the G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form) submitted in the BAFO 2 negotiations. In case of discrepancy between the Price Form and the Compensation Schedule, the Price Form will prevail.

Attachments

- Exhibit G-1 (Program Unit Price List) BAFO 1
- Exhibit G-2 (Replacement Home Cost Form) BAFO 2
- Exhibit G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) BAFO 2
- Exhibit G-4 (Demolition of Existing Structures Cost Form) BAFO 2

END OF COMPENSATION SCHEDULE.

¹ This is a not to exceed contract. The quantity of work will be assigned according to PRDOH's needs. The amount to be paid to the contractor will be the stated in the BAFO 1 negotiations for the Exhibit G-1 (Program Unit Price List), and in the BAFO 2 negotiations for G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form). The contractor will be obliged to provide the services for the prices in the aforementioned exhibits.

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

PROGRAM UNIT PRICE LIST

Home Repair, Reconstruction, or Relocation Program

Blue Roof Repair Program

Single-Family Mitigation Program

Community Development Block Grant – Disaster Recovery

Community Development Block Grant – Mitigation

CDBG-DRMIT-RFP-2022-07

(Revised for BAFO March 24, 2023)

OVERVIEW

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program), Blue Roof Repair Program (BRR Program) and Single-Family Housing Mitigation Program (SF-MIT Program) under the Community Development Block Grant for Disaster Recovery (CDBG-DR) and the Community Development Block Grant for Mitigation (CDBG-MIT) grants. These Programs will standardize line item pricing to (i) provide the Program(s) a reasonable cost; (ii) facilitate communication and provide consistency among the Program Managers, Construction Managers, PRDOH and its representatives; (iii) assure applicants are treated equally in the grant award determination process; (iv) encourage fair and balanced treatment to applicants; promote efficiency and production in a high volume and time efficient environment; (v) promote efficiency and production in a high volume and time efficient environment; (vi) create an optimization-based process to reduce administrative burden; and (vii) optimize the development, evaluation and approval of scopes of work, Task Orders and applications for payment for Construction Managers.

XACTWARE'S PRICING LIST

The Program(s) will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactware 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. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

ADDITIONAL LINE ITEMS TO XACTWARE'S PRICING LIST

As Xactware'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 Xactware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

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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 Manager'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 10%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair¹ 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.

¹ Applicable to Repair/Retrofit type of awards under the Single-Family Housing and Mitigation Program.

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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: Design and Permitting for Historical Property Awards from \$00,001 to \$25,000	LS	\$7,289.94	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$25,000 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.
8	Soft Cost: Design and Permitting for Historical Property Awards from \$25,001 to \$50,000	LS	\$12,911.48	Includes design and permitting costs for any and all historical property works (including any type of required work 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.
9	Soft Cost: Design and Permitting for Historical Property Awards from \$50,001 to \$75,000	LS	\$18,533.00	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$75,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.


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No.	Item Description	Units	Unit Cost	Notes
10	Soft Cost: Design and Permitting for Historical Property Awards from \$75,001 to \$100,000	LS	\$24,154.52	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$100,000 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.
11	Soft Cost: Design and Permitting for Historical Property Awards from \$100,001 to \$125,000	LS	\$25,415.84	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$125,000 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.
12	Soft Cost: Design and Permitting for Historical Property Awards from \$125,001 to \$150,000	LS	\$28,887.70	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$150,000 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.
13	Soft Cost: Design and Permitting for Historical Property Awards from \$150,001 to \$175,000	LS	\$32,809.08	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$175,000 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.
14	Soft Cost: Design and Permitting for Historical Property Awards from \$175,001 to \$200,000	LS	\$35,986.86	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$200,000 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.
15	Soft Cost: Design and Permitting for Historical Property Awards from \$200,001 to \$225,000	LS	\$39,698.68	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$225,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.


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No.	Item Description	Units	Unit Cost	Notes
16	Soft Cost: Design and Permitting for Historical Property Awards from \$225,001 to \$250,000	LS	\$43,890.48	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$250,000 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.
17	Soft Cost: Design and Permitting for Historical Property Awards from \$250,001 to \$275,000	LS	\$46,513.94	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$275,000 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.
18	Soft Cost: Design and Permitting for Historical Property Awards from \$275,001 to \$300,000	LS	\$49,982.40	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$300,000 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.
19	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.
20	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 Xactware'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	\$5.74	Cost Reasonableness Basis: RSMeans 02 83 19.23 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
3	Lead Encapsulation: Balustrades	LF	\$5.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0040. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
4	Lead Encapsulation: Pipe, to 4" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
5	Lead Encapsulation: Pipe, to 8" diameter	LF	\$3.78	Cost Reasonableness Basis: RSMeans 02 83 19.23 0060. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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ID	Item Description	Units	Unit Cost	Notes
6	Lead Encapsulation: Pipe, to 12" diameter	LF	\$5.71	Cost Reasonableness Basis: RSMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.44	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
8	Lead Encapsulation: Cabinets	SF	\$7.92	Cost Reasonableness Basis: RSMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$143.80	Cost Reasonableness Basis: RSMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$235.25	Cost Reasonableness Basis: RSMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$205.40	Cost Reasonableness Basis: RSMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$281.70	Cost Reasonableness Basis: RSMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
13	Lead Encapsulation: Window	EA	\$114.80	Cost Reasonableness Basis: RSMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$5.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.60	Cost Reasonableness Basis: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.94	Cost Reasonableness Basis: RSMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$5.06	Cost Reasonableness Basis: RSMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.59	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
21	Lead Encapsulation: Brick, block, or concrete, spray	SF	\$3.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$3.64	Cost Reasonableness Basis: RSMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
24	Lead Encapsulation: Trusses	SF	\$11.65	Cost Reasonableness Basis: RSMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
25	Lead Removal: Baseboards	LF	\$26.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
26	Lead Removal: Balustrades, one side	SF	\$26.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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ID	Item Description	Units	Unit Cost	Notes
27	Lead Removal: Cabinets	SF	\$22.92	Cost Reasonableness Basis: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
28	Lead Removal: Cornice	SF	\$13.00	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.77	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
30	Lead Removal: Door trim, one side	LF	\$11.61	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
31	Lead Removal: Fence, picket, one side	SF	\$24.32	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
32	Lead Removal: Grilles, one side	SF	\$24.32	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
33	Lead Removal: Handrails	LF	\$9.02	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	\$9.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.93	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.82	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$40.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
38	Lead Removal: Pipe hangers	EA	\$19.71	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
39	Lead Removal: Siding	SF	\$9.02	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
40	Lead Removal: Trusses	SF	\$14.62	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$199.40	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$263.10	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$314.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$395.80	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$87.60	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$24.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
47	Asbestos Removal: Metal Beams	LF	\$53.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.


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ID	Item Description	Units	Unit Cost	Notes
48	Asbestos Removal: Duct or AHU Insulation	SF	\$8.49	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$8.30	Cost Reasonableness Basis: RSMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$9.34	Cost Reasonableness Basis: RSMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$10.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$13.60	Cost Reasonableness Basis: RSMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$11.47	Cost Reasonableness Basis: RSMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$23.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$24.60	Cost Reasonableness Basis: RSMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$38.85	Cost Reasonableness Basis: RSMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$58.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$42.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$3.10	Cost Reasonableness Basis: RSMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$6.24	Cost Reasonableness Basis: RSMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$4.14	Cost Reasonableness Basis: RSMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$7.41	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$2.33	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$3.10	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.56	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$4.66	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$2.34	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$18.69	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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ID	Item Description	Units	Unit Cost	Notes
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$2.03	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
70	Asbestos Removal: Shingle roofing	SF	\$1.92	Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$2.46	Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.48	Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 plies #15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty. 4 plies #15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty. 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty. Acrylic, 2 coats.	SF	\$2.07	Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rfg., SBS mod. gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.15	Cost Reasonableness Basis: RSMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty. Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$158.10	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
81	Soil Treatment: Termite Control Barrier	SF	\$1.05	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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.

SLSCO, LLP

Proposer Entity Name

Proposer Authorized Representative Signature

3/30/2023

Date

Aaron Dugas - Division President

Proposer Authorized Representative Printed Name

- END OF PROGRAM(S) UNIT PRICE LIST -



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSO, LLP

1. Model Home Proposed:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Single-Story 2-Bedroom | <input type="checkbox"/> Single-Story 3-Bedroom | <input type="checkbox"/> Single-Story 4-Bedroom |
| <input type="checkbox"/> Two-Story 2-Bedroom | <input type="checkbox"/> Two-Story 3-Bedroom | <input type="checkbox"/> Two-Story 4-Bedroom |
| <input type="checkbox"/> One-Story 2-Bedroom (Compact/Narrow) | | |

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	\$18,500.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$3,700.00
SC-03	Services During Construction (Design Supervision)	\$5,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,700.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,800.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,400.00
Sub-Total Soft Costs ⁽³⁾		\$38,600.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$137,179.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$13,718.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$13,718.00
Sub-Total Hard Costs ⁽⁴⁾		\$164,615.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$203,215.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$208,269.00

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WRR

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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

4/11/2023
Date

Aaron Dugas – Division President

Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2 REPLACEMENT HOME COST FORM

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSCO, LLP

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
☒ One-Story 2-Bedroom (Compact/Narrow)

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	\$18,000.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$3,700.00
SC-03	Services During Construction (Design Supervision)	\$5,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,700.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,700.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,400.00
Sub-Total Soft Costs ⁽³⁾		\$38,000.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$116,223.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$11,623.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$11,623.00
Sub-Total Hard Costs ⁽⁴⁾		\$139,469.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$177,469.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$182,523.00

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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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

4/11/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name


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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSCO, LLP

1. Model Home Proposed:

- | | | |
|---|--|---|
| <input type="checkbox"/> Single-Story 2-Bedroom | <input checked="" type="checkbox"/> Single-Story 3-Bedroom | <input type="checkbox"/> Single-Story 4-Bedroom |
| <input type="checkbox"/> Two-Story 2-Bedroom | <input type="checkbox"/> Two-Story 3-Bedroom | <input type="checkbox"/> Two-Story 4-Bedroom |
| <input type="checkbox"/> One-Story 2-Bedroom (Compact/Narrow) | | |

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	\$17,000.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$5,500.00
SC-03	Services During Construction (Design Supervision)	\$5,800.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,775.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,500.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,250.00
Sub-Total Soft Costs ⁽³⁾		\$38,825.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$158,442.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$15,845.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$15,845.00
Sub-Total Hard Costs ⁽⁴⁾		\$190,132.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$228,957.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$234,011.00

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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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (IV) any abatement work required at the Applicant's existing 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 Applicant's existing 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

3/30/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2 REPLACEMENT HOME COST FORM

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSCO, LLP

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

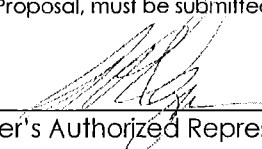
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$17,250.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$5,500.00
SC-03	Services During Construction (Design Supervision)	\$5,800.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,900.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,550.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,275.00
Sub-Total Soft Costs ⁽³⁾		\$39,275.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$174,954.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$17,496.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$17,496.00
Sub-Total Hard Costs ⁽⁴⁾		\$209,946.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$249,221.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$254,275.00

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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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

3/31/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-2
REPLACEMENT HOME COST FORM**

**Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07**

Name of Proposer: SLSO, LLP

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

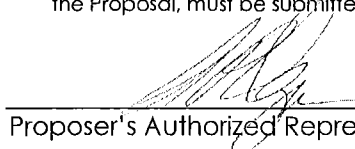
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$17,800.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$5,500.00
SC-03	Services During Construction (Design Supervision)	\$5,800.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,700.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,660.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,330.00
Sub-Total Soft Costs ⁽³⁾		\$39,790.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$154,078.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$15,408.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$15,408.00
Sub-Total Hard Costs ⁽⁴⁾		\$184,894.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$224,684.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$229,738.00

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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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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.
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- (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

3/31/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name


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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2 REPLACEMENT HOME COST FORM

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSCO, LLP

1. Model Home Proposed:

- | | | |
|---|---|---|
| <input type="checkbox"/> Single-Story 2-Bedroom | <input type="checkbox"/> Single-Story 3-Bedroom | <input type="checkbox"/> Single-Story 4-Bedroom |
| <input type="checkbox"/> Two-Story 2-Bedroom | <input checked="" type="checkbox"/> Two-Story 3-Bedroom | <input type="checkbox"/> Two-Story 4-Bedroom |
| <input type="checkbox"/> One-Story 2-Bedroom (Compact/Narrow) | | |

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	\$18,000.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$5,500.00
SC-03	Services During Construction (Design Supervision)	\$5,800.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,900.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,700.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,350.00
Sub-Total Soft Costs ⁽³⁾		\$40,250.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$174,687.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$17,469.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$17,496.00
Sub-Total Hard Costs ⁽⁴⁾		\$209,625.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$249,875.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$254,929.00

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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.
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- (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (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 the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (IV) any abatement work required at the Applicant's existing 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 Applicant's existing 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

3/31/2023
Date

Aaron Dugas – Division President

Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-2
REPLACEMENT HOME COST FORM**

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSO, LLP

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
☐ One-Story 2-Bedroom (Compact/Narrow)

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	\$18,250.00
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$5,500.00
SC-03	Services During Construction (Design Supervision)	\$5,800.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$4,750.00
SC-06	Profit Cost (applicable to all soft costs)	\$2,375.00
Sub-Total Soft Costs ⁽³⁾		\$40,875.00
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$195,616.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$19,562.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$19,562.00
Sub-Total Hard Costs ⁽⁴⁾		\$234,740.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,785.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$133.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$757.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$379.00
Sub-Total ADA Compliance Delta Costs		\$5,054.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$275,615.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$280,669.00

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Notes on Cost Form:

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- (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.
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Proposer's Authorized Representative Signature

3/31/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-3
PHOTOVOLTAIC & WATER STORAGE SYSTEMS ALTERNATE COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSCO, LLP

1. Photovoltaic System and Water Storage System Costs:

Item Description	Unit Price ⁽²⁾
Photovoltaic System with Battery Storage and Related Services⁽¹⁾⁽³⁾	
3 kW DC with 9 kWh/day Battery Storage	\$28,828.00
Water Storage System and Related Services⁽¹⁾⁽³⁾	
500 Gallon Water Storage System	\$4,198.00

Notes on Cost Form:

- (1) Photovoltaic Systems with Battery Storage and Water Storage Systems, including any of their components, must comply with the specifications set forth in the Scope of Work.
- (2) Unit Price includes all costs and expenses, including design, permitting, equipment, installation, taxes, delivery, overhead, and profit, as well as any other administrative cost associated to the installation of the Systems' proposed. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment under warranty.
- (3) Photovoltaic Systems with Battery Storage and Water Storage Systems are subject to the Warranty conditions set forth in the Scope of Work.
- (4) Proposer must attach to this Photovoltaic & Water Storage Systems Alternate Cost Form a **detailed cost breakdown** setting forth the items of work included. 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

4/11/2023
Date

Aaron Dugas – Division President
Proposer's Authorized Representative Printed Name

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-4
DEMOLITION OF EXISTING STRUCTURES COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07

Name of Proposer: SLSO, LLP

1. Demolition of Existing Structures⁽¹⁾ and Site Elements⁽²⁾:

Item Description	Units ⁽²⁾	Unit Price ⁽³⁾
Demolition of Existing Structures (Concrete) ⁽³⁾	Per Square Feet	\$24.99
Demolition of Existing Structures (Mixed Materials) ⁽⁴⁾	Per Square Feet	\$22.70
Demolition of Existing Structures (Wood) ⁽⁵⁾	Per Square Feet	\$16.90
Demolition of Site Elements (Reinforced Slab) ⁽⁶⁾	Per Square Feet	\$15.34
Demolition of Site Elements (Non-Reinforced Slab) ⁽⁷⁾	Per Square Feet	\$13.35

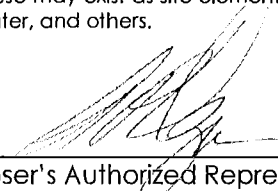
Notes on Cost Form:

- (1) Existing structures to be demolished by the Program(s), either under a reconstruction award for the construction of a new replacement home or under a relocation award to keep the land as green space, may differ in type of material, geometry, elevation, story height, and other factors. The demolition of these structures will be estimated using the dimensions of the exterior walls and the resulting square feet of the structure. Existing structures may have more than one (I) material of construction and, in general, may be classified as (I) concrete structures, (II) mixed material structures, and (III) wood structures. Additionally, existing structures may have more than one (I) stories. The area of each story shall be estimated regardless of the interior or exterior elevations and heights. Proposers are to provide reasonable cost for demolition per square feet for existing structures. Such cost will include (I) the demolition of foundations, floors, walls, roofs, eaves, overhangs, parapets, and any other element, component, material, and/or equipment of the existing structure; (II) the segregation, classification, transportation, and disposition of materials (including disposal fees) according to applicable laws and regulations; and (III) all costs and expenses associated to the performance of the work including labor, equipment, fuel, overhead, and profit, as well as any other administrative cost associated to the demolition works. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment. Costs of abatement activities are not included as part of the unit price as these will be estimated and compensated with the Program(s) Unit Price List.
- (2) Existing site elements to be demolished by the Program(s), either under a reconstruction award for the construction of a new replacement home or under a relocation award to keep the land as green space, may include (I) reinforced slabs-on-grade and/or (II) non-reinforced slabs-on-grade which include, but are not limited to, walkways, carports, swales, and others. The demolition of these site elements will be estimated using their dimensions and their resulting square feet. Proposers are to provide reasonable cost for demolition per square feet for existing site elements. Such cost will include (I) the demolition of the site elements; (II) the segregation, classification, transportation, and disposition of materials (including disposal fees) according to applicable laws and regulations; and (III) all costs and expenses associated to the performance of the work including labor, equipment, fuel, overhead, and profit, as well as any other administrative cost associated to the demolition works. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment. Costs of abatement activities are not included as part of the unit price as these will be estimated and compensated with the Program(s) Unit Price List.
- (3) These types of structure are commonly built using concrete as the structure material and may include other types of materials such as masonry units. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure and shall be included as part of the demolition of structures unit price.

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- (4) These types of structure are commonly built using a combination of materials for its foundations, floor, interior/exterior walls, roof system and others. A combination of concrete, masonry units, wood, corrugated metal and others may be part of this structure type. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure type and shall be included as part of the demolition of structures unit price.
- (5) These types of structures are commonly built using conventionally framed wood and might have structural metal components, wood panels, and corrugated metal (with or without insulation) for the roof system. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure type, and these shall be included as part of the demolition of structures unit price.
- (6) Reinforcement materials may include steel rebars, wire mesh and others.
- (7) These may exist as site elements intended for access, egress, soil, erosion control, divert, manage, and control storm water, and others.



Proposer's Authorized Representative Signature

4/11/2023

Date

Aaron Dugas - Division President

Proposer's Authorized Representative Printed Name



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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment D

ATTACHMENT D
PERFORMANCE REQUIREMENTS
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-07

INTRODUCTION

This document represents performance metrics and requirements for Construction Management Services. The Selected Proposer shall adhere to the requirements of this document. The Selected Proposer shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth in the contract. The Selected Proposer shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Selected Proposer is responsible for compliance with all aspects of the Scope of Work included as Attachment B.

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The requirements and metrics included in these Minimum Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit. Modifications shall become binding between the parties upon agreement and will not require an amendment to the contract.

LIQUIDATED DAMAGES & PENALTIES

The Proposer shall pay to PRDOH liquidated damages for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum to be established in the Contract between PRDOH and the Proposer. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH 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.

PERFORMANCE METRICS

TASK	SUBTASK	DELIVERABLES	TIMEFRAME
5. Deliverables and Milestones	5.1. Design Deliverables for Replacement Model Homes 5.1.1. Conceptual Design (Phase I) 5.1.1.5. Schedule of Deliverables	Delivery of Conceptual Designs for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B)	Submittal within thirty (30) calendar days upon Contract execution.
	5.1. Design Deliverables for Replacement Model Homes 5.1.2. Design Development (Phase II) 5.1.2.9. Schedule of Deliverables	Submittal of Design Development Deliverables (Three (3) Packages) (These shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings and detailed cost breakdown)	All Design Development deliverables to be submitted within ninety (90) calendar days from the "Approval" of Conceptual Design model homes. Three Packages: First package to be submitted within thirty (30) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 2 Bedroom model homes. Second Package to be submitted within sixty (60) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 3 Bedroom model homes. Third Package to be submitted within ninety (90) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 4 Bedroom model homes.
	5.1. Design Deliverables for Replacement Model Homes 5.1.2. Design Development (Phase II) 5.1.2.9. Schedule of Deliverables	Filing -of OGPe "Plano Seguro" permit	Filed within fourteen (14) calendar days from the approval of each model home.
6. Project Existing Conditions	6.1. Scope Site Walk and Initial Scope of Work	Development of a Scope of Work through an Assessment of site conditions.	Within ten (10) calendar days upon case assignment.

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TASK	SUBTASK	DELIVERABLES	TIMEFRAME
	6.2. Task Order & Pre-Construction Deliverables		
	6.2.2. Asbestos Survey, Testing and Report	Reports on Asbestos Survey, Testing	Submittal within twenty-one (21) days of Task Order issuance for Relevant Testing.
	6.2. Task Order & Pre-Construction Deliverables		
	6.2.3. Lead-Based Inspection, Risk Assessment Testing and Report	Reports on Lead-Based Inspection, Risk Assessment Testing	Submittal within twenty-one (21) days of Task Order issuance for Relevant Testing.
7. Construction Documents (Phase III)	7.6. Design & Permitting Packages Deliverables for R3 and SF-MIT Programs	Submittal of construction permit to the corresponding agency(ies)	Within forty-five (45) calendar days of the Task Order being issued.
	7.7. Construction Deliverables for R3 and SF-MIT	Submittal of Request of Substantial/Finishes Milestone Inspection	All work under a repair intent project must be completed within sixty (60) calendar days from Program's Issuance of Notice to Proceed (NTP) Deliverables for this task are subject to liquidated damages.
	7.7.1. Rehabilitation (Repair) Work		
	7.7. Construction Deliverables for R3 and SF-MIT	Submittal of Request of Substantial/Finishes Milestone Inspection	All work under a reconstruction project must be completed within one hundred and eighty (180) calendar days from Program's Issuance of Notice to Proceed (NTP) Deliverables for this task are subject to liquidated damages.
	7.7.2. Replacement Home Construction Work (Reconstruction)		
	7.8. Abatement-Specific Work for R3 Relocation Awards	Submittal of Abatement completion evidence Evidence includes information such as: abatement work plans, abatement permitting, actual abatement, and/or mitigation activities and clearance	All work under an abatement Task Order issued for the R3 Relocation must be completed within sixty (60) calendar days from the Issuance of Program's Task Order. Deliverables for this task are subject to liquidated damages.
	7.8.1. Abatement-Specific Work for R3 Relocation Awards		

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TASK	SUBTASK	DELIVERABLES	TIMEFRAME
14. Tasks	14.1. Task 01: Construction Management/ Administration 14.1.3. Occupational Safety and Health	Prepared Construction Managers Safety Plan	Safety Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.
	14.1. Task 01: Construction Management/ Administration 14.1.4. Quality Control and Quality Assurance	Prepared Construction Managers Quality Plan	Quality Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.
	14.1. Task 01: Construction Management/ Administration 14.1.5. Solid Waste Management Plan	Prepared Solid Waste Management Plan	Solid Waste Management Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.


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END OF ATTACHMENT



INSURANCE REQUIREMENTS
Request for Proposals
Construction Management Services
Home Repair, Reconstruction and Relocation Program R-3
Blue Roof Repair Program – Single Family Housing Mitigation Program
Community Development Block Grant-Disaster Recovery
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Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR CONSTRUCTION MANAGEMENT SERVICES

Request for Proposals: CDBG-DRMIT-RFP-2022-07

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. Certifies check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's List of Approval 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 **Puerto Rico Department of Housing (*PRDOH)**, the hereafter mentioned Insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

1. (X) State Insurance Fund Workers' Compensation Insurance Policy

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

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

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$3,000,000
• General Aggregate	\$2,000,000

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COVERAGE	LIMIT
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Special Cover Asbestos Removal Contamination	\$5,000,000
• Special Cover Lead Removal Contamination	\$5,000,000
• Fire Damage	\$500,000 (Any one Fire)
• Medical Expense	\$20,000.00 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	\$2,000,000 \$2,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$2,000,000 \$2,000,000

3. (X) **Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT
• Auto Liability - \$1,000,000
• Physical Damages - \$2,000,000
• Medical Payments - \$ 20,000
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

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4. (X) Professional Liability Insurance for Construction Management, and no limited to Architect and Engineers, Project Manager, Lead Design Manager, Lead Construction Manager, Senior Project Manager, Contractor Professional Liability and Errors & Omissions for Contractors and Sub Contractors

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

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

(X) A.2 Limit:

(X) each occurrence \$2,000,000

(X) Aggregate \$5,000,000

(X) Deductible \$ 20,000

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

5. (X) Cyber Liability

Limit - \$5,000,000

6. (X) Employment Practices Liability

Limit - \$2,000,000

7. (X) Contractors Environmental and Pollution Liabilities

Limit - \$5,000,000

8. (X) Umbrella

Limit - \$10,000,000

9. (X) Builder's Risk – 100% of Finished Value

(X) a. Form for all risks including "DIC" earthquake and Flood

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INSURANCE REQUIREMENTS
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(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.

(X) c. The PRDOH, HUD and the Government of Puerto Rico must be included as additional insured.

10. (X) Payment and Performance Bond, Wage Payment Bond and Labor and Materials Payment Bond

(X) a. The successful bidder must provide a Payment and Performance Bond 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 Laws of Puerto Rico.

(X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) e. Performance and payment bonds will be required for 100% of the contract price to cover the construction work and the standard one (1) year warranty/maintenance period after completion of the work.

11. (X) The policies to be obtained must contain the following endorsements including as additional insured the *Puerto Rico Department of Housing (*PRDOH), U.S. Department of Housing and Urban Development (HUD),* 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. 30 Days Cancellation Clause

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12. (X) The insurance carrier or carriers, which will present said certificates of insurance, must have at least a B+ rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:

- Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
- Power of attorney, issued by the Insurer, in the name of its attorney-in-fact.
- 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.


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INSURANCE REQUIREMENTS
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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 ***PRDOH** 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 Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
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.
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 ***PRDOH**.
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.

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INSURANCE REQUIREMENTS
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Puerto Rico Department of Housing

10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** 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, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Insurance Section of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period. In case of 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 bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** 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

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Insurance Requirements shall prevail over any other insurance specifications.

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**PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.*

G. CERTIFICATE OF CONTRACT DIVISION

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:

REQUEST FOR PROPOSALS - CDBG-DRMIT-RFP-2022-07

CONSTRUCTION MANAGERMENTS SERVICES FOR

Home Repair, Reconstruction, or Relocation Program R-3
Blue Roof Repair Program
Single Family Housing Mitigation Program

June 14, 2022

Date - Amended 08-18-22

Joel O. Hernández Alvarado

Joel O. Hernández Alvarado
Deputy Director – Contract Administration
CDBG-DR Program

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ATTACHMENT F

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 Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as 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.

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3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**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 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;


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- (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 C.F.R. 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 timelines 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, religion 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

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that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, 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.

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15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

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the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) 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. §§ 3141, et seq.) 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.

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21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)


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

Equal Opportunity for Workers with Disabilities:

- 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:


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- (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.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
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- 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 C.F.R. 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.



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- 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 Exec. Order No. 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 Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 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.


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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)

CLEAN AIR ACT

- 1)--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.
- 2)--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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- 3)--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.

WATER POLLUTION CONTROL ACT

- 1)--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.*
- 2)--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.
- 3)--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.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *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 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 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. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, 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. § 7414) 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 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 of Lobbying Activities", 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.



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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the 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 the 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.


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- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 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 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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 (46 U.S.C. § 5307) 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



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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 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 76-252, 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.

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33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

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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.


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42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

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equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans,


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loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service



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involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

SLSCO, LLP

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract for Construction Management Services for R3, BRR, SF-MIT, CEWRI-HEWRI and CEWRI-IP by and between the **Puerto Rico Department of Housing** and **SLSCO, LLP**:

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

To be determined

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

William W. Sullivan – 33.33%

John R. Sullivan – 33.33%

Todd P. Sullivan – 33.33%

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

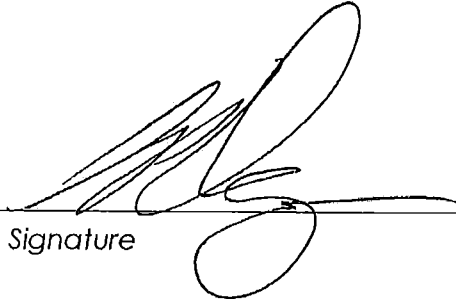
² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.


W. W. Sullivan
W. W. Sullivan

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 30 day of May of 2023.



Signature

5/30/2023

Date

Aaron P. Dugas

Printed Name

Division President

Position



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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment H

GOVERNMENT OF PUERTO RICO
PROJECT LABOR AGREEMENT
BETWEEN
PUERTO RICO DEPARTMENT OF HOUSING
AND
SLSCO LLP

ARTICLE 1. —LEGAL BASIS

This Project Labor Agreement (**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 (**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 (**Agency**), and SLSCO LLP, as a contractor who employs construction workers for the Construction Project (**Contractor**).

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ARTICLE 4. —CONSTRUCTION PROJECT

The Construction Project (**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 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


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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.


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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.


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Nothing provided in this Article prevents the Parties from turning to any other judicial, administrative, or legislative forum to enforce their rights.

ARTICLE 9. —SAFETY AND PROTECTION REQUIREMENTS

At the Construction Project site, each Contractor must comply with and maintain the current safety requirements in accordance with the applicable state and federal rules and regulations, including the ones promulgated by the Puerto Rico Occupational Safety and Health Administration (**PR OSHA**), an entity under the DTRH.

Within **sixty (60) days** of signing the agreement, the Contractor must contact PR OSHA to request training regarding the occupational safety and health standards which must be implemented during the course of the Construction Project.

Furthermore, each Contractor must make sure that non-skillful workers ("obreros 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.


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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.

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

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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 _____, 2023.

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PUERTO RICO DEPARTMENT OF HOUSING

SLSCO LLP

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 3, 2023 13:54 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Aaron Dugas
Aaron Dugas (Jul 3, 2023 10:15 CDT)

Aaron P. Dugas
Division President

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.


(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)


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- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee 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 under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** 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 by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.


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A. APLICABILIDAD

El Proyecto o Programa al que se refiere el trabajo de construcción cubierto por este Contrato está siendo asistido por los Estados Unidos de América, y las siguientes Disposiciones de Normas Laborales Federales están incluidas en este Contrato de conformidad con las disposiciones aplicables a dicha asistencia federal.

(1) SALARIOS MÍNIMOS

- (i) Todos los trabajadores y mecánicos empleados o que trabajen en el sitio del trabajo serán pagados incondicionalmente y con una frecuencia no inferior a una vez por semana, y sin deducciones o descuentos subsiguientes en ninguna cuenta (excepto las deducciones de nómina permitidas por los reglamentos emitidos por el Secretario de Trabajo en virtud de la Ley Copeland (29 CFR Parte 3)), el monto total de los salarios y los beneficios complementarios de buena fe (o sus equivalentes en efectivo) adeudados al momento del pago, calculados a tasas no inferiores a las contenidas en la determinación del salario del Secretaría del Trabajo (que se adjunta al presente y forma parte del mismo), independientemente de cualquier relación contractual que pueda alegarse que existe entre el contratista y dichos trabajadores y mecánicos. Las contribuciones hechas o los costos razonablemente anticipados por beneficios complementarios de buena fe bajo la Sección 1(b)(2) de la Ley Davis-Bacon en nombre de trabajadores o mecánicos se consideran salarios pagados a dichos trabajadores o mecánicos, sujeto a las disposiciones de 29 CFR 5.5 (a)(1)(iv); también, las contribuciones periódicas realizadas o los costos incurridos durante más de un período semanal (pero con una frecuencia no inferior a la trimestral) en virtud de planes, fondos o programas que cubran el período semanal en particular, se considerarán realizados o incurridos de manera constructiva durante dicho período semanal.

Dichos trabajadores y mecánicos recibirán el salario correspondiente y los beneficios complementarios según la determinación del salario para la clasificación del trabajo realmente realizado, sin tener en cuenta la habilidad, excepto según lo dispuesto en 29 CFR 5.5(a)(4).

Los trabajadores o mecánicos que realicen trabajos en más de una clasificación podrán ser compensados a la tarifa especificada para cada clasificación por el tiempo realmente trabajado en la misma: Siempre que los registros de nómina del empleador establezcan con precisión el tiempo empleado en cada clasificación en la que se realiza el trabajo. El contratista y sus subcontratistas deberán publicar en todo momento la determinación del salario (incluida cualquier clasificación adicional y tarifas salariales conforme a 29 CFR 5.5(a)(1)(ii) y el cartel de Davis-Bacon (WH1321)) en el sitio de la obra en un lugar visible y accesible, donde los trabajadores puedan verla fácilmente.

(ii) Clasificaciones Adicionales.

- (A) Cualquier clase de trabajadores o mecánicos que no figuren en la determinación del salario y que deban emplearse en virtud del contrato se clasificarán de conformidad con la determinación del salario. HUD aprobará una clasificación adicional y una tasa de salario y beneficios complementarios solo cuando se cumplan los siguientes criterios:

- (1) El trabajo para realizar por la clasificación solicitada no es realizado por una clasificación en la determinación del salario;
- (2) La clasificación es utilizada en el área por la industria de la construcción; y
- (3) La tasa salarial propuesta, incluidos los beneficios complementarios de buena fe, tiene una relación razonable con las tasas salariales contenidas en la determinación del salario.

- (B) Si el contratista, los trabajadores y los mecánicos que se emplearán en la clasificación (si se conocen), o sus representantes, y HUD o su designado acuerdan la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda)., HUD o su designado enviará un informe de la acción tomada al Administrador de la División de Horas y Salarios ("Administrador"), Administración de Normas Laborales, Departamento de Trabajo de EE. UU., Washington, D.C. 20210. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada acción de clasificación adicional dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se requiere de tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto ("OMB") bajo el número de control OMB 1235-0023).

- (C) En caso de que el contratista, los trabajadores o mecánicos que se emplearán en la clasificación o sus


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representantes, o HUD o su designado no estén de acuerdo con la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda), HUD o su designado remitirá las preguntas, incluidas las opiniones de todas las partes interesadas y la recomendación de HUD o su designado, al Administrador para su determinación. El Administrador, o un representante autorizado, emitirá una determinación dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se necesita tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

- (D) El salario (incluidos los beneficios complementarios, cuando corresponda) determinado de conformidad con los subpárrafos (1)(ii)(B) o (C) de este párrafo, se pagará a todos los trabajadores que realicen trabajos en la clasificación conforme a este Contrato desde el primer día en que se realiza el trabajo en la clasificación.
- (iii) Siempre que la tasa de salario mínimo prescrita en el contrato para una clase de trabajadores o mecánicos incluya un beneficio adicional que no se exprese como una tarifa por hora, el contratista deberá pagar el beneficio según se establece en la determinación del salario o deberá pagar otro bono beneficio marginal de buena fe o un equivalente en efectivo por hora del mismo.
- (iv) Si el contratista no realiza pagos a un fideicomisario u otra tercera persona, el contratista puede considerar como parte de los salarios de cualquier trabajador o mecánico el monto de cualquier costo razonable anticipado al proporcionar beneficios complementarios de buena fe bajo un plan o programa, siempre que la Secretaría del Trabajo haya determinado, previa solicitud por escrito del contratista, que se han cumplido las normas aplicables de la Ley Davis-Bacon. La Secretaría del Trabajo podrá requerir al contratista que aparte en una cuenta separada activos para el cumplimiento de las obligaciones bajo el plan o programa. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).
- (2) **Retenciones.** HUD o su designado deberá, por su propia acción o por solicitud por escrito de un representante autorizado del Departamento de Trabajo de EE. UU., retener o hacer que se retenga del contratista en virtud de este contrato o cualquier otro contrato federal con el mismo contratista principal, o cualquier otro contrato con asistencia federal sujeto a los requisitos de salario prevaleciente de Davis-Bacon que esté en manos del mismo contratista principal, tanto de los pagos o anticipos devengados según se considere necesario para pagar a los trabajadores y mecánicos, incluidos los aprendices, personas en entrenamiento y ayudantes, empleados por el contratista o cualquier subcontratista, el monto total de los salarios requeridos por el contrato. En caso de que no se pague a cualquier trabajador o mecánico, incluido cualquier aprendiz, persona en entrenamiento o ayudante, empleados o que trabaje en el sitio de trabajo, la totalidad o parte de los salarios requeridos por el contrato, HUD o su designado puede, después de un aviso por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier otro pago, adelanto o garantía de fondos hasta que tales violaciones hayan cesado. HUD o su designado puede, después de una notificación por escrito al contratista, desembolsar dichos montos retenidos por y a cuenta del contratista o subcontratista a los respectivos empleados a quienes se les adeuda. El Departamento de Trabajo de los Estados Unidos hará tales desembolsos en el caso de contratos directos de la Ley Davis-Bacon.

(3) **Nóminas y registros básicos.**

- (i) **Mantenimiento de registros de nómina.** Las nóminas y los registros básicos relacionados con las mismas deberán ser mantenidos por el contratista durante el curso del trabajo y conservados por un período de tres años a partir de entonces para todos los trabajadores y mecánicos que laboren en el sitio del trabajo. Dichos registros deberán contener el nombre, la dirección y el número de seguro social de cada trabajador, su(s) clasificación(es) correcta(s), las tarifas por hora de los salarios pagados (incluidas las tasas de contribuciones o los costos previstos para los beneficios complementarios de buena fe o los equivalentes en efectivo de los mismos de los tipos descritos en la Sección 1(b)(2)(B) de la Ley Davis-Bacon), el número de horas diarias y semanales trabajadas, las deducciones realizadas y los salarios reales pagados.

Siempre que la Secretaría del Trabajo haya determinado, conforme a 29 CFR 5.5(a)(1)(iv), que los salarios de cualquier trabajador o mecánico incluyen el monto de cualquier costo anticipado razonablemente al brindar beneficios bajo un plan o programa descrito en la Sección 1(b)(2)(B) de la Ley Davis-Bacon, el contratista deberá mantener registros que demuestren que el compromiso de proporcionar dichos beneficios es exigible, que el plan o programa es financieramente responsable y que el plan o programa ha sido comunicados por escrito a los trabajadores o mecánicos afectados, y registros que muestren los costos previstos o el costo real incurrido en la prestación de dichos beneficios.

Los contratistas que empleen aprendices o personas en entrenamiento bajo programas aprobados deberán mantener evidencia escrita del registro de los programas de aprendices y la certificación de los programas de aprendizaje, el

registro de los aprendices y personas en entrenamiento, y las proporciones y tarifas salariales prescritas en los programas aplicables. (Aprobado por la Oficina de Gerencia y Presupuesto bajo los Números de Control OMB 1235-0023 y 1215-0018)

(ii) Informes Certificados de Nómina.

(A) El contratista deberá presentar semanalmente, por cada semana en la que se realice cualquier trabajo por contrato, una copia de todas las nóminas a HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o propietario, según sea el caso, para su transmisión a HUD o a su designado. Las nóminas enviadas deberán establecer de manera precisa y completa toda la información que se requiere mantener según 29 CFR 5.5(a)(3)(i), exceptuando los números de seguro social completos y las direcciones de las casas que no se incluirán en las transmisiones semanales. En cambio, las nóminas solo deben incluir un número de identificación individual para cada empleado (por ejemplo, los últimos cuatro dígitos del número de seguro social del empleado). La información de nómina semanal requerida se puede enviar en cualquier forma deseada. El formulario opcional WH-347 está disponible para este propósito en el sitio web de la División de Horas y Salarios en <https://www.dol.gov/agencies/whd/forms> o en su sitio sucesor. El contratista primario es responsable de la presentación de copias de las nóminas por parte de todos los subcontratistas.

Los contratistas y subcontratistas deberán mantener el número de seguro social completo y la dirección actual de cada trabajador cubierto, y deberán proporcionarlos a pedido del HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o al propietario, según sea el caso, para que las transmita al HUD o su designado, al contratista o a la División de Horas y Salarios del Departamento de Trabajo de los EE. UU. para fines de una investigación o auditoría de cumplimiento de los requisitos salariales vigentes. No es una violación de este subpárrafo que un contratista principal requiera que un subcontratista proporcione direcciones y números de seguro social al contratista principal para sus propios registros, sin la presentación semanal al HUD o su designado. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0008).

(B) Cada nómina presentada deberá estar acompañada de una "Declaración de Cumplimiento", firmada por el contratista o subcontratista o su agente que paga o supervisa el pago de las personas empleadas bajo el contrato y deberá certificar lo siguiente:

(1) Que la nómina para el período de nómina contiene la información que debe proporcionarse según 29 CFR 5.5(a)(3)(ii), la información adecuada se mantiene según 29 CFR 5.5(a)(3)(i), y que dicha información es correcta y completa;

(2) Que a cada trabajador o mecánico (incluido cada ayudante, aprendiz y persona en entrenamiento) empleado bajo contrato durante el período de nómina se le haya pagado el salario semanal completo que haya ganado, sin descuento, ya sea directa o indirectamente, y que no se hayan hecho deducciones ya sea directa o indirectamente de los salarios completos ganados, que no sean las deducciones permitidas según lo establecido en 29 CFR Parte 3;

(3) Que a cada trabajador o mecánico se le haya pagado no menos de las tasas salariales aplicables y beneficios marginales o equivalentes en efectivo para la clasificación del trabajo realizado, como se especifica en la determinación salarial aplicable incorporada en el contrato; y

(C) La presentación semanal de una certificación debidamente ejecutada establecida en el reverso del formulario opcional WH-347 que cumpla con el requisito de presentación de la "Declaración de cumplimiento" requerida por el subpárrafo (a)(3)(ii)(b).

(D) La falsificación de cualquiera de las certificaciones anteriores puede someter al contratista o subcontratista a un proceso civil o penal conforme a la Sección 1001 del Título 18 y la Sección 3729 del Título 31 del Código de los Estados Unidos.

(iii) El contratista o subcontratista deberá hacer que los registros requeridos bajo el subpárrafo (a)(3)(i) estén disponibles para inspección, copia o transcripción por parte de representantes autorizados de HUD o su designado o del Departamento del Trabajo de los EE. UU., y permitirá a tales representantes entrevistar a los empleados durante las horas de trabajo estando en el trabajo. Si el contratista o subcontratista no presenta los registros requeridos o no los pone a disposición, HUD o su designado puede, después de notificar por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier pago adicional, anticipo o garantía de fondos. Además, la falta de presentación de los registros requeridos a petición o de no poner dichos registros a disposición puede ser motivo de acción de inhabilitación de conformidad con 29 CFR 5.12.

(4) Aprendices y Personas en entrenamiento.


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- (i) **Aprendices.** A los aprendices se les permitirá trabajar a una tarifa inferior a la predeterminada por el trabajo que realizaron cuando estén empleados de conformidad con un programa de aprendizaje de buena fe registrado individualmente en el Departamento del Trabajo de los EE. UU., Administración de Empleo y Capacitación, Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o con una Agencia Estatal de Aprendizaje reconocida por la Oficina, o si una persona está empleada en sus primeros 90 días de empleo a prueba como aprendiz en dicho programa de aprendizaje, que no está registrado individualmente en el programa, pero que ha sido certificado por la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices (cuando corresponda), para ser elegible para un empleo de prueba como aprendiz.

La proporción permitida de aprendices a jornaleros en el sitio de trabajo en cualquier clasificación de oficio no será mayor que la proporción permitida al contratista en cuanto a la fuerza de trabajo total bajo el programa registrado. Cualquier trabajador que figure en una nómina con una tasa de salario de aprendiz, que no esté registrado o empleado de otra manera como se indicó anteriormente, recibirá un pago no inferior a la tasa de salario aplicable en la determinación del salario para la clasificación del trabajo realmente realizado. Además, cualquier aprendiz que realice un trabajo en el sitio de trabajo que exceda la proporción permitida por el programa registrado deberá recibir un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado. Cuando un contratista esté realizando la construcción de un proyecto en una localidad distinta a la que tiene registrado su programa, se observarán las proporciones y tarifas salariales (expresadas en porcentajes de la tarifa por hora del jornalero) especificadas en el programa registrado del contratista o subcontratista.

A cada aprendiz se le debe pagar a un nivel no menor a la tarifa especificada en el programa registrado para el nivel de progreso del aprendiz, expresada como un porcentaje de la tarifa por hora del jornalero especificada en la determinación salarial aplicable.

Los aprendices recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendizaje.

Si el programa de aprendizaje no especifica los beneficios complementarios, los aprendices deben recibir el monto total de los beneficios complementarios que figuran en la determinación del salario para la clasificación aplicable. Si el Administrador determina que prevalece una práctica diferente para la clasificación de aprendiz aplicable, los beneficios complementarios se pagarán de acuerdo con esa determinación. En caso de que la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices reconocida por la Oficina, retire la aprobación de un programa de aprendices, el contratista ya no podrá utilizar aprendices a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (ii) **Personas en entrenamiento.** Salvo lo dispuesto en 29 CFR 5.16, no se permitirá que las personas en entrenamiento trabajen a una tarifa inferior a la predeterminada por el trabajo realizado, a menos que estén empleados de conformidad con un programa que haya recibido aprobación previa, evidenciado por una certificación formal del Departamento de Trabajo, Administración de Empleo y Capacitación de EE. UU. La proporción de personas en entrenamiento a jornaleros en el lugar de trabajo no será mayor que lo permitido según el plan aprobado por la Administración de Empleo y Capacitación. A cada persona en entrenamiento se le debe pagar a no menos de la tarifa especificada en el programa aprobado para el nivel de progreso de la persona en entrenamiento, expresada como un porcentaje de la tarifa por hora especificada del jornalero en la determinación salarial aplicable. Las personas en entrenamiento recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendices. Si el programa de entrenamiento no menciona los beneficios complementarios, a las personas en entrenamiento se les pagará el monto total de los beneficios complementarios enumerados en la determinación del salario, a menos que el Administrador de la División de Horas y Salarios determine que existe un programa de aprendizaje asociado con la tasa salarial del oficial correspondiente en la determinación del salario que prevé menos de los beneficios complementarios completos para los aprendices. Cualquier empleado que figure en la nómina con una tarifa de persona en entrenamiento que no esté registrado y que no participe en un plan de capacitación aprobado por la Administración de Empleo y Capacitación recibirá un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado.

Además, a cualquier persona en entrenamiento que realice labores en el sitio de trabajo que exceda la proporción permitida por el programa registrado se le pagará no menos que la tarifa salarial aplicable en la determinación del salario por el trabajo realmente realizado. En caso de que la Administración de Empleo y Capacitación retire la aprobación de un programa de capacitación, el contratista ya no podrá utilizar personas en entrenamiento a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (iii) **Igualdad de oportunidades de empleo.** La utilización de aprendices, personas en entrenamiento y jornaleros bajo 29 CFR Parte 5 deberá estar en conformidad con los requisitos de igualdad de oportunidades de empleo de la Orden


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Ejecutiva 11246, enmendada, y 29 CFR Parte 30.

- (5) **Cumplimiento de los requisitos de la Ley Copeland.** El contratista deberá cumplir con los requisitos de 29 CFR Parte 3, que se incorporan por referencia en este Contrato.
- (6) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas contenidas de los subpárrafos (1) al (11) en este párrafo (a) y cualquier otra cláusula que HUD o su designado pueda requerir, mediante las instrucciones apropiadas, y una copia de la correspondiente decisión sobre el salario prevaleciente, y también una cláusula que requiere que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de todas las cláusulas del contrato en este párrafo.
- (7) **Terminación del contrato; exclusión.** El incumplimiento de las cláusulas del contrato en 29 CFR 5.5 puede ser motivo de rescisión del contrato y de inhabilitación como contratista y subcontratista según lo dispuesto en 29 CFR 5.12.
- (8) **Cumplimiento con los Requisitos de la Ley Davis-Bacon y Leyes Relacionadas.** Todos los fallos e interpretaciones de Davis-Bacon y Actos Relacionados contenidos en 29 CFR Partes 1, 3 y 5 se incorporan aquí por referencia en este Contrato.
- (9) **Controversias relativas a las normas laborales.** Las disputas que surjan de las disposiciones sobre normas laborales de este Contrato no estarán sujetas a la cláusula general de disputas de este Contrato. Dichas disputas se resolverán de acuerdo con los procedimientos del Departamento de Trabajo de los EE. UU. establecidos en 29 CFR Partes 5, 6 y 7. Las disputas dentro del significado de esta cláusula incluyen disputas entre el contratista (o cualquiera de sus subcontratistas) y HUD o su designado, el Departamento de Trabajo de los Estados Unidos, o los empleados o sus representantes.
- (10) **Certificación de la elegibilidad.**
- (i) Al celebrar este Contrato, el contratista certifica que ni él (ni él o ella) ni ninguna persona o firma que tenga un interés en la firma del contratista es una persona o firma inelegible para adjudicarse contratos del Gobierno en virtud de la Sección 3 (a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para recibir contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (ii) Ninguna parte de este Contrato se subcontratará a ninguna persona o firma que no sea elegible para la adjudicación de un contrato del Gobierno en virtud de la Sección 3(a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para ser adjudicado contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (iii) Cualquier persona que a sabiendas haga, presente o envíe una declaración, representación o certificación falsa, ficticia o fraudulenta está sujeta a sanciones penales, civiles y/o administrativas, incluidas multas, sanciones y encarcelamiento (p. ej., 18 U.S.C. §§ 287, 1001, 1010, 1012, 31 USC §§ 3729, 3802).
- (11) **Quejas, Procedimientos o Testimonio de los Empleados.** Ningún trabajador o mecánico, a quien se apliquen las disposiciones sobre sueldos, salarios u otras normas laborales de este Contrato, será despedido o discriminado de ninguna otra manera por parte del contratista o cualquier subcontratista porque dicho empleado haya presentado una queja o instituido o causado a haber iniciado cualquier procedimiento o ha declarado o está a punto de declarar en cualquier procedimiento bajo o relacionado con las normas laborales aplicables en virtud de este Contrato a su empleador.

B. LEY DE NORMAS DE SEGURIDAD Y HORAS DE TRABAJO POR CONTRATO

Las disposiciones de este párrafo (b) se aplican cuando el monto del contrato principal excede los \$100,000. Tal como se usa en este párrafo, los términos "obreros" y "mecánicos" incluyen vigilantes y guardias.

- (1) **Requisitos de horas extras.** Ningún contratista o subcontratista que contrate para cualquier parte del trabajo del contrato, que pueda requerir o involucrar el empleo de trabajadores o mecánicos, requerirá o permitirá que dicho trabajador o mecánico en cualquier semana laboral en la que el individuo esté empleado en dicho trabajo trabaje en exceso de 40 horas en dicha semana laboral, a menos que dicho trabajador o mecánico reciba una compensación a una tasa no inferior a una vez y media la tasa básica de pago por todas las horas trabajadas en exceso de 40 horas en dicha semana laboral.
- (2) **Violación; responsabilidad por salarios no pagados; daños y perjuicios.** En caso de cualquier violación de la cláusula establecida en el inciso B (1) de este párrafo, el contratista, y cualquier subcontratista responsable por ello, será responsable por los salarios no pagados. Además, dicho contratista y subcontratista serán responsables ante los Estados Unidos (en el caso de trabajos realizados bajo contrato para el Distrito de Columbia o un territorio, ante dicho Distrito o territorio) por daños y perjuicios. Dichos daños y perjuicios se calcularán con respecto a cada trabajador o mecánico individual, incluidos los vigilantes y guardias, empleados en violación de la cláusula establecida en el subpárrafo B(1) de este párrafo, en la suma establecida por el Departamento de Trabajo de los EE. UU. en 29 CFR 5.5(b)(2) por cada día calendario en el que se requirió o permitió que dicha persona trabajara más de la semana laboral estándar de 40 horas sin


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el pago de los salarios por horas extras requeridos por la cláusula establecida en el subpárrafo B(1) de este párrafo. De acuerdo con la Ley Federal de Ajuste de Sanciones Civiles por Inflación de 1990 (28 U.S.C. § 2461 Note), el DOL ajusta esta sanción monetaria civil por inflación a más tardar el 15 de enero de cada año.

- (3) **Retención por salarios no pagados y daños y perjuicios.** HUD o su designado deberá, por su propia acción o previa solicitud por escrito de un representante autorizado del Departamento de Trabajo de los EE. UU., retener o hacer que se retenga cualquier dinero pagadero a cuenta del trabajo realizado por el contratista o subcontratista en virtud de dicho contrato, o cualquier otro contrato federal con el mismo contrato principal, o cualquier otro contrato con asistencia federal sujeto a la Ley de estándares de seguridad y horas de trabajo por contrato que esté en manos del mismo contratista principal, las sumas que se determinen como necesarias para satisfacer cualquier responsabilidad de dicho contratista o subcontratista por salarios no pagados y daños y perjuicios, según lo dispuesto en la cláusula establecida en el subpárrafo B(2) de este párrafo.
- (4) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas establecidas en el subpárrafo B (1) a (4) de este párrafo y también una cláusula que requiera que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de las cláusulas establecidas en los subpárrafos B (1) a (4) de este párrafo.

C. SALUD Y SEGURIDAD

Las disposiciones de este párrafo (c) se aplican cuando el monto del contrato principal excede los **\$100,000**.

- (1) No se le exigirá a ningún trabajador o mecánico que trabaje en un entorno o en condiciones de trabajo insalubres, riesgosas o peligrosas para su salud y seguridad, según lo determinen las normas de seguridad y salud en la construcción promulgadas por la Secretaría del Trabajo mediante reglamentos.
- (2) El contratista deberá cumplir con todos los reglamentos emitidos por el la Secretaria del Trabajo de conformidad con 29 CFR Parte 1926 y el incumplimiento puede resultar en la imposición de sanciones de conformidad con la Ley de Normas de Seguridad y Horas de Trabajo por Contrato, (Ley Pública 91-54, 83 Stat 96), 40 U.S.C. § 3701 y siguientes.
- (3) El contratista deberá incluir las disposiciones de este párrafo en cada subcontrato, de modo que dichas disposiciones sean vinculantes para cada subcontratista. El contratista tomará las medidas con respecto a cualquier subcontratista que la Secretaría de Vivienda y Desarrollo Urbano o la Secretaría del Trabajo indiquen como un medio para hacer cumplir dichas disposiciones.



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Attachment J

"General Decision Number: PR20230003 01/06/2023

Superseded General Decision Number: PR20220003

State: Puerto Rico

Construction Type: Residential

Counties: Puerto Rico Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0

01/06/2023

SUPR1993-002 10/29/1993

	Rates	Fringes
CARPENTER.....	\$ 7.25 **	.65
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25 **	
ELECTRICIAN.....	\$ 7.25 **	.64
IRONWORKER.....	\$ 7.25 **	.63
Laborer, Unskilled.....	\$ 7.25 **	.36
PAINTER.....	\$ 7.25 **	
PLUMBER.....	\$ 7.25 **	.56
Power equipment operators:		
Cranes.....	\$ 7.25 **	1.14
Diggers.....	\$ 7.25 **	
TRUCK DRIVER.....	\$ 7.25 **	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20). Please see
the Note at the top of the wage determination for more
information.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

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classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

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On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
National Office because National Office has responsibility for
the Davis-Bacon survey program. If the response from this
initial contact is not satisfactory, then the process described
in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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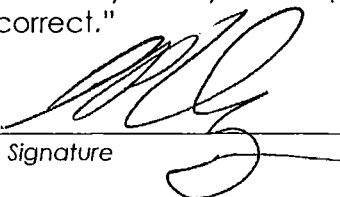


ATTACHMENT K
NON-CONFLICT OF INTEREST CERTIFICATION
SLSCO, LLP

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced 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.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."


Signature

5/30/2023

Date

Aaron P. Dugas

Printed Name

Division President

Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment L

ATTACHMENT #5
MINIMUM ARCHITECTURAL AND DESIGN STANDARDS
Request for Proposals
Construction Management Services
Home Repair, Reconstruction or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Community Development Block Grant – Disaster Recovery & Mitigation Programs
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-07
(Revised on July 22, 2022)

1. Introduction and Overview

On June 17, 2022 the PRDOH issued the Request for Proposal (RFP) No. CDBG-DRMIT-RFP-2022-07 to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**) under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**) and the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. A detailed description of the Housing CDBG-DR and CDBG-MIT Programs is included in the corresponding Action Plans approved by the U.S. Housing and Urban Development (**HUD**). A copy of the CDBG-DR and CDBG-MIT Action Plans is available at www.cdbg-dr.pr.gov/action-plan and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>, respectively.

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2. General Description

The Minimum Architectural and Design Standards (**MADS**) is not a stand-alone document, and it does not supersede the Building Codes provisions, requirements, nor the Proposers Selected Green Building Standard or HUD CPD Green Building Retrofit Checklist requirements. The Proposers must align the repair, replacement (reconstruction) model home design solutions, deliverables, and cost reasonableness with the corresponding sections of the Construction Management Services, Scope of Work (**Attachment 1**). The intent of the R3, BRR and SF-MIT Programs (**Programs**) Minimum Architectural and Design Standards is to:

- Set forth the minimum criteria to incorporate into replacement model home design solutions;
- Unless otherwise stated, these minimum standards may be outperformed with better performance materials, products, and techniques;
- Promote the use of resilient materials and techniques;
- Require energy and water efficient products;
- Create a healthy living environment for the applicants;
- Balance quality of materials with cost reasonableness principles; and

- Enhance consistency in the design proposals, evaluations, and approval process.

3. General Design Requirements

The reconstruction model home design solution shall consider the following General Requirements:

1. In general terms the model home design solutions shall be elaborated to be readily adaptable and accommodate "ADA" details, features and specifications.
2. Building envelope materials which include but are not limited to exterior doors and windows shall be designed according to applicable building, energy codes, standards and ratings which may include but is not limited to impact resistance, energy efficiency, air infiltration, water infiltration, security, privacy and according to the Selected Green Building Standards, and Program(s) requirements;
3. Exterior doors and windows shall be installed correctly, plumb, with the correct amount, spacing, width and penetration of anchors to avoid failure (according to hurricane category and designation). These shall operate with the correct amount of force, as required by the design specifications. Weather protection such as impact resistance, air infiltration and water penetration shall be specified accordingly;
4. All exterior systems shall be designed and installed with secure anchoring and accessories according to applicable codes, standards, and regulations. Penetrations shall be weathertight and waterproof;
5. All rooms of the model home must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is highly desirable;
6. All doors must have a minimum 32-in clear door opening width.
7. Kitchens must be open to the dining/living area;
8. Bathrooms must have showers (no bathtubs);
9. Laundry equipment rough-in to be located in the interior of dwelling units;
10. Solar water heater anchor system detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;
11. Rough-in for photovoltaic with battery storage installation must be provided and coordinated with the proposed system. Photovoltaic system and components shall be detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;
12. Rough-in for potable water storage system must be provided and coordinated with the proposed system; Water storage system and components shall be


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detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;

13. Rough-in for electricity generator installation must be provided and coordinated with the corresponding disciplines;
14. Rough-In for a gas stove and an electric powered circuit/outlet (120-240 volts) for an electrical stove, (shall be provided as part of the model home design solution). Storage gas tanks shall be located in the exterior of the structure and/or according to applicable codes, regulations, and standards;
15. The primary material of construction for the structure and site features 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 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;
16. The building systems may include Insulated Concrete Panels (ICP), Insulated Concrete Forms (ICF), Insulated Concrete Blocks (ICB), and other similar products. These types of systems typically include suspended floor, roof slabs, exterior and interior walls with expanded polystyrene (EPS) in its core, finished with structural mortar mix, drywalls, HDPE ties, flanges, tracks, and thermal barriers. The systems shall withstand deadloads, lateral forces (wind and earthquakes as per applicable codes) of solar water heaters, photovoltaic systems, water storage; and
17. Single-Family Manufactured or Modular homes will be allowed.

4. Specific Minimum Design Requirements

The specific minimum requirements in **Table 1** apply to the R3, BRR and SF-MIT Programs. The items described in column one (1) will have the minimum standards described in column two (2). The items described in column three (3) will not be allowed by the Program(s). These generally apply to reconstruction projects, in those cases where an item applies to a repair project, it will be identified in column four (4). The PRDOH reserves the right to waive the standards herein stated on a case-by-case basis.

Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
1. Roof Slab	Concrete slab	Metal framing Wood framing Corrugated metal sheet Plywood sheathing Skylights	Reconstruction

Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
2. Roof Water Impermeabilization	Liquid applied membrane ≥ 60% of solids by weight and ≥ 50% of solids by volume		Repair Reconstruction
3. Exterior Walls	Concrete: plastered Concrete: exposed Concrete masonry units (CMU's): plastered	Metal framing Wood framing Exterior veneers and panels (vinyl, gypsum board, fiber cement board, brick, stone veneer, metal lath, etc.)	Reconstruction
4. Interior Walls	Concrete: plastered Concrete: exposed Concrete masonry units (CMU's): plastered Assemblies & paneling Shall be water/mold resistant, fire rated and sound transmission class (STC) requirements	Wood stud framing Any type of wood paneling Polyvinyl chloride framing or paneling	Reconstruction
5. Flooring	Ceramic or porcelain tiles Non-glare Slip-resistant 12" x 12" or 12" x 24" min. dimensions Wall base must be 4" to 6" in height coordinated with flooring expansion joints Tiles and wall base tiles to be equal material Minimum depth: 1/4" - 3/8"	Carpet Wood Vinyl Exposed concrete	Reconstruction
6. Windows	Security windows Aluminum jealousies	Wood Polyvinyl chloride Any other	Reconstruction
7. Bug Screens	Bug screens to be provided. To match window or door color.		Repair Reconstruction
8. Exterior Doors	Aluminum	Wood Polyvinyl chloride Any other metal	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
9. Interior Doors	Solid wood 1-3/8" Smooth finished, painted, varnished, or lacquered Both faces and four edges to be painted and finished	Stamped hardboard Hollow core Lauan core Foam core Particle board Medium density fiberboard (MDF) Polyvinyl chloride	Reconstruction
10. Closet Doors and Organizer	Closet Organizer: Wall mounted, heavy duty, ventilated wire shelf kit: two (2) levels of hanging garment rods and two (2) levels of hanging garment rods	Closet Doors: Bi-fold doors Wood Polyvinyl chloride Plastic	Reconstruction
11. Door Hardware	Exterior doors: three (3) security hinges and Exterior entry/security door handle and deadbolt Interior Doors: three (3) hinges and lever-handles Privacy door locks for bedrooms & bathrooms Easy to grasp with one hand. Don't require tight pinching or wrist-twisting to operate	-	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
12. Kitchen Counter Tops & Sink	<p>Countertop Plastic Laminate: Countertop grade Fire-test-response burning characteristics: 1. Flame-spread Index: 25 or less. 2. Smoke-developed Index: 450 or less</p> <p>Note: all exposed faces and edges laminated.</p> <p>Countertop minimum length 10'-0" Does not include range width.</p> <p>Countertop Substrate: High-density PVC panel: 0.50 g/cm3 minimum Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B</p> <p>Sink: Double bowl kitchen sink ≥ 9 inches depth</p>	-	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
13. Kitchen Cabinet Doors & Drawers	<p>Cabinet Standard Laminate: Wood or plastic</p> <p>Cabinet Substrate: High-density PVC panel: 0.50 g/cm3 min. Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B</p> <p>Doors & Drawers: Easy to grasp door & drawer handles</p> <p>Interior wood substrate (not laminated) must be smooth finish and water sealed</p> <p>Hardware: Soft closing door hinges and drawer slides.</p> <p>Note: All exposed faces and edges laminated. Interior wood substrate (not laminated) must be smooth finish and water sealed</p> <p>All cabinets must have back panels 1/4" minimum depth</p> <p>Screw specification must account for durability and avoid loss of material grasp</p> <p>All securely attached</p>	<p>Cabinet Substrate: Water-absorbent materials. Fiberboard substrates Water-absorbent MDF panelboard Plywood grade C & D Construction plywood</p>	Reconstruction


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14. Bathroom Vanity Sink Cabinet & Mirror Accessories	Vanity Sink Material: All other than porcelain, vitreous, composite	Vanity Sink Material: Integral solid surface, wood, glass, or stainless steel	Reconstruction
	Width: ≥ 24 inches	Pedestal or wall-hung sinks	
	Cabinet Standard		
	Laminate: Wood or plastic		
	Cabinet Substrate: High-density PVC panel: 0.50 g/cm3 min. Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B	Cabinet Substrate: Water-absorbent fiberboard Substrate Water-absorbent MDF panelboard Plywood grade C & D Construction plywood	
	Doors & Drawers: Easy to grasp door & drawer handles		
	Interior wood substrate (not laminated) must be smooth finish and water sealed		
	Hardware: Soft closing door hinges and drawer slides.		
	Note: All exposed faces and edges laminated. Interior wood substrate (not laminated) must be smooth finish and water sealed		
	Screw specification must account for durability and avoid loss of material grasp		

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
	(Continued from above)		
	Bathroom Mirror: Width ≥ 24 inches Same width as bathroom cabinet Framed, corrosion, water & moisture resistant		
	Bathroom Accessories Set: Material: scratch, corrosion and tarnishing resistant Towel bar holder: 24 inches min. Toilet paper holder Hand towel holder		
	Note: Concealed screws/anchors & securely attached		
	Curtain Rod: Non-fall down/non-slip plate Rust resistant		
	Curtain Hooks: Rust resistant		
	Shower Curtain: Water resistant shower curtain and liner Plastic or rust resistant grommets		
	Floor Surface Material: Non-glare Slip-resistant		
	Wall Tile: Shower walls to have tile up to 6'-0"		
	All securely attached		

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
15. Water Heater	Energy Star certified	-	Reconstruction
16. HVAC	Energy Star certified Mini split air conditioner (A/C) unit Note: only applicable when replacing A/C units under repairs project intent (as per Column 4)	Window or wall-mounted	Repair
17. Electrical	Standard electrical receptacles, GFCI's and switches Color: white Cover color: white Note: Electrical distribution panel circuits to be identified	-	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
18. Light Fixtures & Ceiling Fans	<p>Interior Light Fixtures Energy Star certified Lighting fixtures with LED bulbs Bulb base: standard 10,000-hour minimum life</p> <p>Exterior Light Fixtures Energy Star certified Weather resistant Energy Star Certified Lighting fixtures with LED bulbs Bulb base: standard 10,000-hour minimum life</p> <p>Bathrooms Vanity lighting fixture (wall mount, above mirror) & Ceiling mount lighting Note: Interior Light Fixtures minimum requirements apply (refer to above)</p> <p>Ceiling Fans Three (3) speed motor Quantity of blades: four (4) Blade material: plastic or PVC Fan blade span for master bedroom and living room: 52" Fan blade span for bedrooms: 48" Note: Interior Light Fixtures minimum requirements apply (refer to above)</p>	<p>Incandescent bulbs Compact fluorescent bulbs Bulb base: non-standard</p>	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
19. Plumbing	<p>Distribution lines: PEX or Cooper</p> <p>Control valves: easy to grasp, rust resistant, leak resistant & lasting durability</p> <p>Faucet, toilet supply lines: Stainless steel easy to grasp, smooth quarter turn operation, rust resistant, leak resistant & lasting durability</p> <p>Faucet, showers heads and toilets: Water Sense labeled Easy to grasp, smooth operation, rust resistant, leak resistant & lasting durability</p>	<p>CPVC Galvanized steel for distribution lines</p>	Reconstruction
20. Appliances	<p>Refrigerator: Energy Star certified Overall capacity: ≥ 18 cu. feet</p> <p>Range: electric or gas Range size: ≥ 30 inches (Slide in) Number of burners: four (4) Control type: analog knob</p> <p>Gas range ignition: electronic</p> <p>Note: Rust resistant, easy to maintain & lasting durability</p>	Under-counter and compact refrigerators	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
21. Finishes	Paint: Durable and tough Mildew and stain resistant Easy to clean and maintain Finish: satin or eggshell 2 coats Exterior paint: to withstand extreme conditions The above will apply		Reconstruction
22. Specialties	Kitchen Backsplash: Ceramic or Porcelain tile or mosaic Installed in full length of countertop Installed in full height (from countertop to bottom of upper cabinet and/or ceiling when no upper cabinet is installed) Softscape: Sodding Hydroseeding Hydroseeding to include 2 inches min. of topsoil Area to be provided according to model home unit 2-Bedroom: 1,915 sq. ft. 3-Bedroom: 1,710 sq. ft. 4-Bedroom: 1,510 sq. ft.	Any combustible material Splashboard (low-height)	Reconstruction

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5. PV Systems and WSS Specific Minimum Design Requirements

To promote resilient housing, reduce and mitigate the loss of life and property, the SF-MIT Program, under the CDBG-MIT funds will promote the installation of Photovoltaic System (**PV Systems**) with battery storage for critical loads and Water Storage System (**WSS**) on homes that have been repaired/retrofitted or reconstructed under the Program. The specific minimum requirements in **Table 2** apply to the SF-MIT Program or may apply to the R3 or BRR Program as requested by the PRDOH.

Table 2 - PV System & WSS Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
1. PV Modules	Commercial off-the-shelf product OGPe Certified 80% of rated output under Standard Test Conditions (STC) Through bolt to underlying rack 5-10 degrees tilt South oriented	Top-down clamps	Repair Reconstruction
2. Inverter	Commercial off-the-shelf product OGPe Certified UL/ETL listed 120/240 v split phase Provide sine wave ≥ 96% peak efficiency Include operational performance indicators & built-in data acquisition and remote monitoring Operating and maintenance instructions near system (English & Spanish) Warning labels provided		Repair Reconstruction
3. Transfer Switch	Automatic		Repair Reconstruction
4. Electrical Wiring & Conduits	As per load and gauge Subpanel included for critical loads (served by PV battery system)	Wood stud framing Any type of wood paneling Polyvinyl chloride framing or paneling	Repair Reconstruction
5. Battery	Lithium-ion 48 volts	Lead acid	Repair Reconstruction

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Table 2 - PV System & WSS Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
6. Rack Structural Components (Underlying structural frame and modules frame)	Non-corrosive Marine stainless steel or aluminum 20-year service life Bolted & torqued connections	Clamping systems Self-tapping sheet metal screws	Repair Reconstruction
7. Water Storage Tank	For potable water use Watertight Diaphragm type pressurized tank		Repair Reconstruction
8. Water Storage Tank Sensor Level	Recommended		Repair Reconstruction
9. Pressure Pump	½ horsepower Connected to PV System		Repair Reconstruction
10. Piping	Material as specified by designer and according to codes and standards. Diameter as required by design intent and/or existing conditions	PVC CPVC Galvanized steel	Repair Reconstruction
11. Backflow Prevention System	Required as per design intent Prevent backflow between WSS and water main supply		Repair Reconstruction
12. Sediment Filter	10-micron particles		Repair Reconstruction

6. Compliance of Work with Federal Laws: Buy American Act

All materials, equipment and appliances acquired and incorporated in projects by the Construction Managers', as well as any of their subcontractors, as part of the Contract is **not** required to comply with the Buy American Act. However, these shall comply with the Construction Managers' Quality Plan, applicable performance, quality standards, requirements and warranties as established in Construction Management Services SOW.

END OF MINIMUM ARCHITECTURAL AND DESIGN STANDARDS

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