



**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

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

**AGREEMENT FOR  
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM  
CONSTRUCTION MANAGERS  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
CARIBE TECNO, CRL**



**THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 26 of November, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **CARIBE TECNO, CRL** (hereinafter, the "CONTRACTOR"), with principal offices in F.D. Roosevelt Avenue #1254, San Juan, Puerto Rico, herein represented by José Domingo Pérez Fernández, in his capacity as Authorized Representative, of legal age, married, and resident of San Juan, PR duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

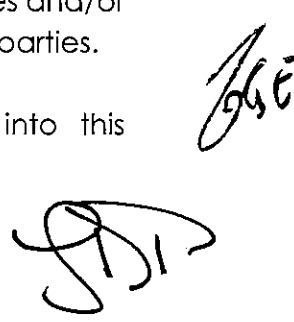
**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

#### **I. TYPE OF CONTRACT**

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

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

**Attachment A**                      Notice of Award

Handwritten signatures of JGE and JDI.

<b>Attachment B</b>	PRDOH Request for Proposals CDBG-DR-RFP-2018-09
<b>Attachment C</b>	Scope of Work
<b>Attachment D</b>	Compensation Schedule
<b>Attachment E</b>	Performance Requirements
<b>Attachment F</b>	Insurance Requirements (DV-OSPA-78-5)
<b>Attachment G</b>	HUD General Provisions
<b>Attachment H</b>	Project Labor Agreement

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

## II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending in November, 25, 2022.
- B. **Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty five days (365) days**, up to **twenty-four (24) months**, or expressed in days, **seven hundred and thirty days (730) days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed a period of **five (5) years**, including options for renewal or extension. Likewise, the term of this Agreement cannot exceed the lifetime of the initial Grant Agreement, unless the term of the initial Grant Agreement is extended by HUD.

## III. SCOPE OF SERVICES

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

## IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIFTY MILLION DOLLARS (\$50,000,000.00)**; **Account Number: R01H07RRR-DOH-LM 6090-01-000**
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C**.

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- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). Payments will be issued to CONTRACTOR within a 45-day period from the date the PRDOH Finance Department receives an approve invoice. PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- J. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

#### **V. REIMBURSABLE EXPENSES**

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





## VI. ADDITIONAL SERVICES

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

## VII. OWNERSHIP AND USE OF DOCUMENTS

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

## VIII. DOCUMENTATION AND RECORDERKEEPING

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

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- D. CONTRACTOR's Data and Privileged Information:** CONTRACTOR shall take appropriate measures to maintain confidential any data received demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

#### **IX. ACCESS TO RECORDS**

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

#### **X. NON-DISCLOSURE AND CONFIDENTIALITY**

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

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## XI. PERFORMANCE WARRANTY

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

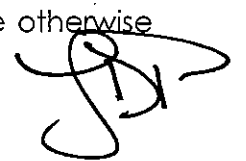
## XII. TERMINATION

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

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

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



### **XIII. PENALTIES AND LIQUIDATED DAMAGES**

#### **A. Penalties**

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

#### **B. Liquidated damages**

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

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

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re-inspections to confirm the CONTRACTOR's work compliance with Program quality and performance requirements.

#### **XIV. LIABILITY**

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

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

#### **XV. INSURANCE**

##### **A. Required Coverage**

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

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

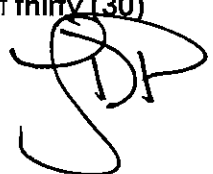
Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between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

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

##### **B. Endorsements**

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.



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

### C. Related Requirements

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

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

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

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

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

### XVI. HOLD HARMLESS

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

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## **XVII. FORCE MAJEURE**

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

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

## **XVIII. CONFLICTS OF INTEREST**

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

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

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

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

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

## **XIX. INDEPENDENT CONTRACTOR**

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to

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worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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

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

## **XX. NOTICES**

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

To: PRDOH

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

To: CONTRACTOR

José Domingo Pérez Fernández  
Caribe Tecno, CRL  
PO Box 360099  
San Juan, PR 00936-0099

## **XXI. THIRD PARTIES**

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

## **XXII. SUBCONTRACTS**

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

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

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

**XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

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

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

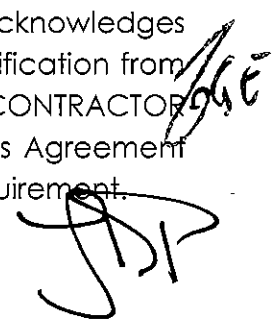
The CONTRACTOR will provide a minimum salary of fifteen dollars (\$15.00) per hour to all construction worker, for the work performed within the "Construction Project " as defined in the OE-2018-033 and the CC- 2018-01.


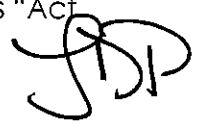
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The CONTRACTOR commits to acquire and use cement produced in Puerto Rico in compliance with Act No. 109 of July 12, 1985 for the completion of the "Construction Project". The CONTRACTOR acknowledges that this is an essential condition of this Agreement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

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

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

- B. Compliance with Act No. 173.** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors and Landscape Architects of Puerto Rico Act", 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- C. Compliance with Executive Order No. 24:** Pursuant to Executive Order No. 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- D. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
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- E. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- F. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- G. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- H. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts and agreements, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- I. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- J. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- K. Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
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- L. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- M. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this Agreement, purchase or commercial transaction. (2) No public servant of this executive agency has requested nor have I accepted, directly or indirectly, for him/her, for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans, or anything else of monetary value. (3) No public servant(s) has requested nor have I accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him/her, for any member of his/her family unit, or for any other person, business, or entity, some of economic value, including gifts, loans, promises, favors, or services in exchange for the performance of said public servant in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- N. Ethics.** CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".
- O. Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
  2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
  3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
  4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described

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

**P. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his/her profession and assumes responsibility for his/her actions.

**Q. Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

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

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

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

**B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

**XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS**

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

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

**XXVII. SECTION 3 CLAUSE**

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

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

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

- A.- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

**XXIX. EQUAL OPPORTUNITY**

- A.- The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.- The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. - The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. - The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. - In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **XXX. CLEAN AIR ACT**

- A. - The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. - The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

#### **XXXI. WATER POLLUTION CONTROL ACT**

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

#### **XXXII. SOLID WASTE DISPOSAL ACT**

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **XXXIII. DRUG FREE WORKPLACE**

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

#### **XXXIV. SUSPENSION AND DEBARMENT**

- A.- This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 CFR Part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. - The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D.- The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

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

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

#### **XXXVII. BANKRUPTCY**

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

#### **XXXVIII. ENTIRE AGREEMENT**

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

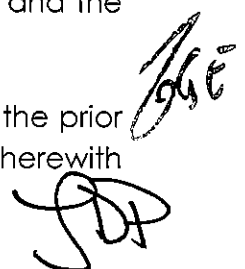
#### **XXXIX. MODIFICATION OF AGREEMENT**

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

#### **XL. BINDING EFFECT**

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

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

Handwritten signatures of PRDOH and Contractor. The PRDOH signature is at the top right, and the Contractor signature is below it.

#### **XLI. ASSIGNMENT OF RIGHTS**

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

#### **XLII. NON-WAIVER**

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

#### **XLIII. GOVERNING LAW JURISDICTION**

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

#### **XLIV. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

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

#### **XLV. HEADINGS**

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

#### **XLVI. FEDERAL FUNDING**

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

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#### **XLVII. RECAPTURE OF FUNDS**

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

#### **XLVIII. OVERPAYMENT**

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

#### **XLIX. DISPUTE RESOLUTION**

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

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

#### **L. SEVERABILITY**

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

#### **LI. COUNTERPARTS**

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

#### **LII. SURVIVAL OF TERMS AND CONDITIONS**

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

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

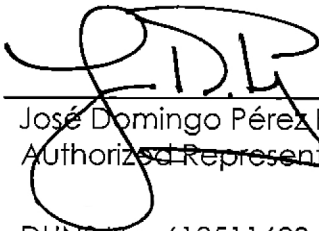
**IN WITNESS THEREOF**, the parties hereto execute this Agreement in the place and on the date first above written.

**DEPARTMENT OF HOUSING**

**CARIBE TECNO, CRL**



**Fernando A. Gil-Enseñat, Esq.**  
Secretary



**José Domingo Pérez Fernández**  
Authorized Representative  
DUNS No. 618511620



**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

**NOTICE OF AWARD**

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

September 10, 2019

By email: [jdp@caribetecno.com](mailto:jdp@caribetecno.com)

José D. Pérez  
President  
Caribe Tecno, CRL  
PO Box 360099  
San Juan, PR 00936-099

**Re: Notice of Award**  
**Request for Proposals No. CDBG-DR-RFP-2018-09**  
**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant for Disaster Recovery**

Dear Mr. Pérez:

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

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

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

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

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

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

**Table 1: Proposals Technical Evaluation Summary**

No. Proposer Name	Mandatory Req.	Qualifications	Work Approach	Conceptual Design Submissions		Plan for Section 3 Compliance	Total Technical Score	"Qualified Proposer"
				Single-Story 3-Bedroom	Two-Story 3-Bedroom			
1 Excel Contractors, LLC	Pass	84.00	96.33	34.67	35.00	5.00	255.00	Yes

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No. Proposer Name	Mandatory Req.	Qualifications	Work Approach	Conceptual Design Submissions		Plan for Section 3 Compliance	Total Technical Score	"Qualified Proposer"
				Single-Story 3-Bedroom	Two-Story 3-Bedroom			
2 SLSCO LTD	Pass	88.66	73.67	33.67	34.67	3.00	233.67	Yes
3 Lemolne Disaster Recovery, LLC	Pass	77.34	85.01	34.33	33.00	4.33	234.01	Yes
4 Thompson Construction Group Inc.	Pass	66.34	89.34	36.00	38.00	5.00	234.68	Yes
5 DSW Homes LLC	Pass	72.67	90.98	38.00	36.33	5.00	242.98	Yes
6 FR-BLDM LLC	Pass	81.68	89.67	38.33	38.00	5.00	252.68	Yes
7 OSSAM Construction, Inc.	Pass	88.66	87.67	33.67	34.00	0.00	244.00	Yes
8 Enviro-Tab, Inc.	Pass	67.00	72.67	36.00	36.67	3.00	215.34	No
9 Piloto Construction LLC	Pass	72.66	65.34	37.00	37.00	2.67	214.67	No
10 APTIM PR LLC	Pass	73.67	95.99	37.33	38.00	5.00	249.99	Yes
11 Desarrollos 3V, Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12 Rebuilders PR LLC	Pass	81.00	81.34	36.67	37.33	5.00	241.34	Yes
13 Design Build LLC	Pass	81.34	69.66	33.33	32.67	2.67	219.67	No
14 Alreko Construction Management Services LLC	Pass	80.33	95.00	33.33	32.67	5.00	246.33	Yes
15 ANG Construction, Inc.	Pass	72.84	83.24	37.33	36.00	5.00	234.41	Yes
16 Yates-Bld LLC	Pass	74.35	91.34	36.00	36.67	5.00	243.36	Yes
17 North Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18 CIC Construction Group SE	Pass	79.00	60.34	38.00	37.00	2.00	216.34	No
19 Three O Construction SE	Pass	80.67	68.67	38.00	38.67	4.00	230.01	Yes
21 Venegas Construction, Corp.	Pass	84.66	94.67	40.33	40.00	5.00	264.66	Yes
22 4 Contractors JV	Pass	78.00	88.34	40.33	40.33	5.00	252.00	Yes
23 RV Engineering Group, Corp.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
24 Caribe Tecno, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25 Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26 WG Pitts Caribbean, LLC	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
27 Custom Homes, Inc.	Pass	75.33	93.66	34.00	34.00	5.00	241.99	Yes
28 Maglez Engineering & Contractors, Corp.	Pass	66.67	58.99	26.33	28.33	3.00	183.32	No
29 Burke Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30 Moderno Construction Corp.	Pass	60.66	77.99	33.67	35.67	4.33	212.32	No

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

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

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

No.	Proposer Name	Technical Weighted Score <sup>1</sup>	Cost Proposal Weighted Score <sup>2,3</sup>	Total Weighted Score
1	Excel Contractors, LLC	64.29%	24.28%	88.57%
2	SLSCO LTD	58.25%	27.00%	85.25%
3	Lemoine Disaster Recovery, LLC	59.24%	25.57%	84.82%
4	Thompson Construction Group Inc.	60.80%	30.00%	90.80%
5	DSW Homes LLC	62.51%	25.24%	87.75%
6	FR-BLDM LLC	64.71%	0.00%	64.71%
7	OSSAM Construction, Inc.	57.82%	0.00%	57.82%
10	APTIM PR LLC	64.04%	22.17%	86.21%
12	Rebuilders PR LLC	62.13%	0.00%	62.13%
14	Alreko Construction Management Services LLC	62.07%	10.52%	72.58%
15	ANG Construction, Inc.	60.66%	0.00%	60.66%
16	Yates-Bird LLC	62.36%	0.00%	62.36%
19	Three O Construction SE	59.42%	0.00%	59.42%
21	Venegas Construction, Corp.	67.64%	13.67%	81.32%
22	4 Contractors JV	65.15%	0.00%	65.15%
24	Caribe Tecno, CRL	60.00%	0.00%	60.00%
27	Custom Homes, Inc.	61.46%	0.00%	61.46%

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

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

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

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

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

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

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

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No. Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score > 75%)	Cost Reasonableness Analysis
6 FR-BLDM LLC	64.71%	28.79%	93.50%	Yes	Reasonable
7 OSSAM Construction, Inc.	57.82%	24.49%	82.31%	Yes	Too High
10 APTIM PR LLC	64.04%	24.93%	88.98%	Yes	Too High
12 Rebuilders PR LLC	62.13%	28.84%	90.97%	Yes	Reasonable
14 Alreko Construction Management Services LLC	62.07%	19.57%	81.64%	Yes	Too High
15 ANG Construction, Inc.	60.66%	27.37%	88.03%	Yes	Reasonable
16 Yates-Bird LLC	62.36%	29.93%	92.29%	Yes	Reasonable
19 Three O Construction SE	59.42%	5.00%	64.42%	No	Too High
21 Venegas Construction, Corp.	67.64%	24.45%	92.09%	Yes	Too High
22 4 Contractors JV	65.15%	26.01%	91.17%	Yes	Too High
24 Caribe Tecno, CRL	60.00%	29.61%	89.61%	Yes	Reasonable
27 Custom Homes, Inc.	61.46%	28.07%	89.54%	Yes	Reasonable

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

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

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

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

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

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

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

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

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

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

Sincerely,

  
William G. Ríos-Maldonado, Esq.  
Director  
CDBG-DR Procurement Office

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

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

Receipt Number: 7004 2510 0007 0078 4025







**GOVERNMENT OF PUERTO RICO**  
Department of Housing

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

**Bid Board Resolution**

Date: September 9, 2019

Time: 1:37pm

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

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

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

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

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

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

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

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

**Table 1: Proposals Maximum Scoring as Established in Section 8.4 of the RFP**

Criteria	Maximum Points	Max. Weighted Score
Mandatory Requirements (Section 6.1)	Pass/Fail	n/a
<b>Technical Requirements (Qualifications and Work Approach Proposals)</b>		
Qualifications (Section 6.2)	100 Points	20%
Work Approach (Section 6.3)	100 Points	20%
<b>Conceptual Design Submissions (Section 6.4)</b>		
3-Bedroom Single-Story Model Home	45 Points	15%
3-Bedroom Two-Story Model Home	45 Points	15%
<b>Maximum Technical Points</b>	<b>290 Points</b>	<b>70%</b>
<b>Cost Proposals</b>		
Single-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Single-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Single-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 2-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 3-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
Two-Story 4-Bedroom Model Home Proposed Max. Budget (Section 7.2)	n/a	5%
<b>Maximum Cost Proposal Points</b>	<b>n/a</b>	<b>30%</b>
<b>Total Scoring</b>		<b>100%</b>
<b>Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)</b>	<b>5 Points</b>	<b>5%</b>

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

Proposers that failed the Mandatory Requirements were the following:

- **Desarrollos 3V, Inc. (Proposer No. 11):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Pursuant to the PRDOH

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

- **North Construction Group, Inc. (Proposer No. 17):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 59.44% on Its Financial Capacity Evaluation.
- **RV Engineering Group, Corp. (Proposer No. 23):** According to the Evaluation Committee Report this Proposer failed to comply with the Bid Bond requirements of the RFP. Also, the Proposer failed to submit a Cost Proposal for the single-level 3-bedroom model home and Conceptual Design Submission for the two-level 3-bedroom model home.
- **WG Pitts Caribbean, LLC (Proposer No. 24):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 61.85% on Its Financial Capacity Evaluation. Also, the Proposer failed to comply with the Bid Bond requirements of the RFP.
- **Burke Construction Group, Inc. (Proposer No. 29):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 1 Construction Manager. Proposer obtained a score of 67.17% on Its Financial Capacity Evaluation.

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

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

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

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

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

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

- Design Build, LLC (Level 2) (219.67 Points):

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

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

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

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

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

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<b>Technical Requirements (Qualifications and Work Approach Proposals)</b>		
Qualifications (Section 6.2)	100 Points	66.67 Points
Work Approach (Section 6.3)	100 Points	58.99 Points
<b>Conceptual Design Submissions</b>		
Conceptual Design Submissions (Section 6.4)	90 Points	54.66 Points
Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	3.00 Points
<b>Total Technical Points</b>	<b>290 Points</b>	<b>183.32 Points</b>

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

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

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

Table 2: Proposals Evaluation Summary

No.	Proposer	Mandatory Requirements	Technical Points	Qualified
1	Excel Contractors, LLC	Pass	255.00	YES
2	SLSCO LTD	Pass	233.67	YES
3	Lemolne Disaster Recovery, LLC	Pass	234.01	YES
4	Thompson Construction Group Inc.	Pass	234.68	YES
5	DSW Homes LLC	Pass	242.98	YES
6	FR-BLDM LLC	Pass	252.68	YES
7	OSSAM Construction, Inc.	Pass	244.00	YES
8	Enviro-Tab, Inc.	Pass	215.34	NO
9	Piloto Construction LLC	Pass	214.67	NO
10	APTIM PR LLC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A

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No.	Proposer	Mandatory Requirements	Technical Points	Qualified
12	Rebuilders PR LLC	Pass	241.34	YES
13	Design Build LLC	Pass	219.67	NO
14	Alreko Construction Management Services LLC	Pass	246.33	YES
15	ANG Construction, Inc.	Pass	234.41	YES
16	Yates-Bird LLC	Pass	243.36	YES
17	North Construction Group Inc.	Fail	N/A	N/A
18	CIC Construction Group SE	Pass	216.34	NO
19	Three O Construction SE	Pass	230.01	YES
21	Venegas Construction, Corp.	Pass	264.66	YES
22	4 Contractors JV	Pass	252.00	YES
23	RV Engineering Group, Corp.	Fail	N/A	N/A
24	Caribe Tecno, CRL	Pass	247.33	YES
25	Seasons-CL LLC	Pass	204.33	NO
26	WG Pitts Caribbean, LLC	Fail	N/A	N/A
27	Custom Homes, Inc.	Pass	241.99	YES
28	Maglez Engineering & Contractors, Corp.	Pass	183.32	NO
29	Burke Construction Group Inc.	Fail	N/A	N/A
30	Moderno Construction Corp.	Pass	212.32	NO

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

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

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

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

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

**Table 3: Total Weighted Scores of "Qualified Proposers"**

No.	Proposer Name	Technical Weighted Score <sup>1</sup>	Cost Proposal Weighted Score <sup>2,3</sup>	Total Weighted Score	Qualifies for Award (Score > 75%)
1	Excel Contractors, LLC	64.29%	24.28%	88.57%	Yes
2	SLSCO LTD	58.25%	27.00%	85.25%	Yes
3	Lemolne Disaster Recovery, LLC	59.24%	25.57%	84.82%	Yes
4	Thompson Construction Group Inc.	60.80%	30.00%	90.80%	Yes
5	DSW Homes LLC	62.51%	25.24%	87.75%	Yes
6	FR-BLDM LLC	64.71%	0.00%	64.71%	No
7	OSSAM Construction, Inc.	57.82%	0.00%	57.82%	No
10	APTIM PR LLC	64.04%	22.17%	86.21%	Yes
12	Rebuilders PR LLC	62.13%	0.00%	62.13%	No
14	Alreko Construction Management Services LLC	62.07%	10.52%	72.58%	No
15	ANG Construction, Inc.	60.66%	0.00%	60.66%	No
16	Yates-Bird LLC	62.36%	0.00%	62.36%	No
19	Three O Construction SE	59.42%	0.00%	59.42%	No
21	Venegas Construction, Corp.	67.64%	13.67%	81.32%	Yes
22	4 Contractors JV	65.15%	0.00%	65.15%	No
24	Caribe Tecno, CRL	60.00%	0.00%	60.00%	No
27	Custom Homes, Inc.	61.46%	0.00%	61.46%	No

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

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

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

<sup>3</sup> According to Note 1 of Table 4 of the RFP, Cost Proposals that were over the RFP-established caps for construction / hard costs were given a score of zero percent (0%) when scoring.

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

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

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

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

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

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

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

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- Replacement Home specific requirements were modified to (i) eliminate the water cistern, (ii) eliminate the carport roof requirements, and (iii) eliminate the requirement for roof waterproofing (unless required to comply with a Green Building Standard).
- Soft Cost and Hard Costs definitions were modified to (i) include insurance costs as soft costs of the replacement homes, (ii) exclude from the hard costs the payment of Municipal Patents and Construction Taxes, and (iii) define "normal" utility connection conditions.
- Program Unit Price List was modified to (i) increase the overhead percentage offered to Proposers from 15% to 20%, (ii) include additional line items for Asbestos and Lead Remediation Permitting, (iii) include an additional line item for Asbestos and Lead Remediation Mobilization, and (iv) modify line item pricing to consider the provisions of Executive Order No. 2018-033 regarding the increase in minimum wage for construction workers in Puerto Rico<sup>4</sup>.
- Clarification on applicability of the provisions of the Davis-Bacon Act to the Program<sup>5</sup>.

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

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

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

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

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

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

<sup>4</sup> To consider the provisions of Executive Order No. 2018-033 the labor component of line item pricing quoted with Building Construction Costs with RS Means Data, Ed. 77 (2019) was multiplied by a factor of 1.8. This is the resulting factor when considering an increase in minimum wage from \$8.25 to \$15.00. Refer to Construction Works Section of Exhibit O-1 (Program Unit Price List) as amended on July 2, 2019.

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

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

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

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

Replacement Home	Soft Costs ICE [ A ]	Hard Costs ICE [ B ]	Soft + Hard Cost ICE [ C = A+B ]	Avg Dif. In Cost [ D ]	Maximum Reasonable Cost [ E = C+D ]
Single-Story 2-Bedroom	\$32,198	\$145,000	\$177,198	\$21,185	\$198,383
Two-Story 2-Bedroom	\$34,968	\$160,000	\$194,968	\$20,644	\$215,612
Single-Story 3-Bedroom	\$36,488	\$170,000	\$206,488	\$18,765	\$225,253
Two-Story 3-Bedroom	\$38,683	\$185,000	\$223,683	\$21,196	\$244,879
Single-Story 4-Bedroom	\$38,683	\$185,000	\$223,683	\$22,197	\$245,880
Two-Story 4-Bedroom	\$42,020	\$205,000	\$247,020	\$19,637	\$266,657

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

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

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

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

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

*Joe*

*SDP*

Finally, the Procurement Office and its Technical Assistants concluded:

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

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

Table 6: Final Weighted Scores of "Qualified Proposers"

No.	Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score > 75%)	Cost Reasonableness Analysis
1	Excel Contractors, LLC	64.29%	25.69%	89.98%	Yes	Too High
2	SLSCO LTD	58.25%	29.78%	88.03%	Yes	Reasonable
3	Lemolne Disaster Recovery, LLC	59.24%	28.57%	87.81%	Yes	Reasonable
4	Thompson Construction Group Inc.	60.80%	28.87%	89.67%	Yes	Reasonable
5	DSW Homes LLC	62.51%	27.87%	90.38%	Yes	Reasonable
6	FR-BLDM LLC	64.71%	28.79%	93.50%	Yes	Reasonable
7	OSSAM Construction, Inc.	57.82%	24.49%	82.31%	Yes	Too High
10	APTIM PR LLC	64.04%	24.93%	88.98%	Yes	Too High
12	Rebuilders PR LLC	62.13%	28.84%	90.97%	Yes	Reasonable
14	Aireko Construction Management Services LLC	62.07%	19.57%	81.64%	Yes	Too High
15	ANG Construction, Inc.	60.66%	27.37%	88.03%	Yes	Reasonable
16	Yates-Bird LLC	62.36%	29.93%	92.29%	Yes	Reasonable
19	Three O Construction SE	59.42%	5.00%	64.42%	No	Too High
21	Venegas Construction, Corp.	67.64%	24.45%	92.09%	Yes	Too High
22	4 Contractors JV	65.15%	26.01%	91.17%	Yes	Too High
24	Caribe Tecno, CRL	60.00%	29.61%	89.61%	Yes	Reasonable
27	Custom Homes, Inc.	61.46%	28.07%	89.54%	Yes	Reasonable

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

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

*JGE*

*JDP*



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

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

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

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

*John*

*JDP*

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

Signed by:

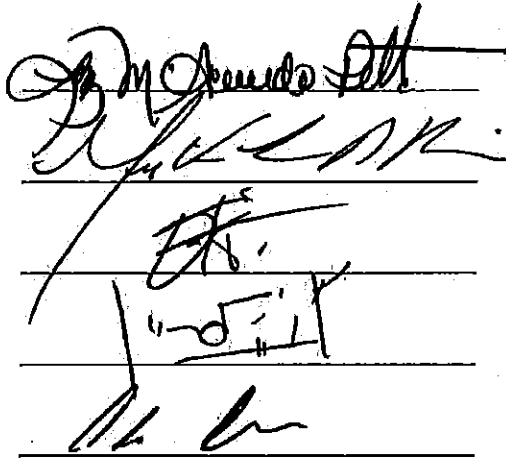
Luz M. Acevedo Pellot, P.E.  
Chairman

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

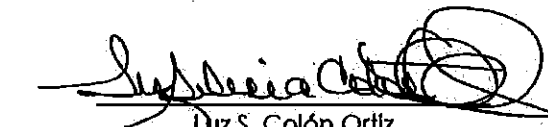
Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario



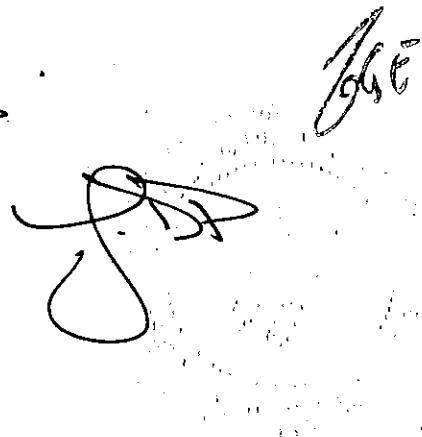
The block contains five handwritten signatures, each written over a horizontal line. From top to bottom, the signatures are: 1. A large, stylized signature in dark ink. 2. A signature that appears to be 'Niurka E. Rivera Rivera'. 3. A signature that appears to be 'Omar Figueroa Vázquez'. 4. A signature that appears to be 'Joel Ayala Martínez'. 5. A signature that appears to be 'César Candelario Candelario'.

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



Luz S. Colón Ortiz  
Alternate Secretary, Bid Board

The block contains a handwritten signature in dark ink, written over a horizontal line. The signature is stylized and appears to be 'Luz S. Colón Ortiz'.



The block contains a handwritten signature in dark ink, written over a horizontal line. The signature is stylized and appears to be 'William G. Rios Maldonado'. To the right of the signature is a circular stamp, which is partially obscured by the signature.



**GOVERNMENT OF PUERTO RICO**  
Department of Housing

**EXHIBIT II**  
**LIST OF PROPOSERS**

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

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

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

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*Handwritten "SDP"*

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

*JDP*

*File*

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

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*JDP*

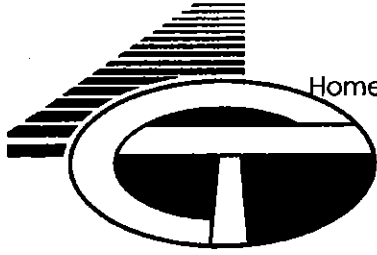


Exhibit A-3 Cost Proposal Che  
Homeowner Repair, Reconstruction, or Relocation Pro

# **CARIBE TECNO, CRL**

## **CARIBE TECNO, CRL**

José D. Pérez

787-781-4744

jdp@caribetecno.com

P.O. Box 360099

San Juan, PR 00936-0099

**CDBG-DR-RFP-2018-09**

**Homeowner Repair, Reconstruction, or Relocation Program  
Construction Managers**

January 22, 2019 at 3:00 pm



PO BOX 360099 • SAN JUAN, PUERTO RICO 00936-0099  
TEL. (787) 781-4598 • [www.caribetecno.com](http://www.caribetecno.com) • FAX (787) 782-8077  
Patrono con Igualdad de Oportunidad de Empleo



Exhibit A-2 - Qualifications and Work Approach Proposal Checklist  
CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

**INDEX**

1. **Exhibit A-2:** Qualifications and Work Approach Proposal Checklist
2. **Exhibit C:** Statement of Qualifications
3. **Profile**
  - Construction Services - Caribe Tecno, CRL - Company Resume
  - Caribe Tecno, CRL Company Brochure
  - Design Services – Andrés Mignucci Arquitectos
4. **Organizational Chart**
5. **Key Staff Resume and Professional Information**
  - 5.1 Senior Project Manager
  - 5.2 Design Lead
  - 5.3 Permitting Lead
  - 5.4 Procurement Lead
  - 5.5 Construction Lead
  - 5.6 Occupational Safety Lead
  - 5.7 Quality Control Lead
6. **Work Approach**
7. **Conceptual Design Submission (Single-Story 3-Bedroom Model Home)**
  - 7.1 Drawings
  - 7.2 Renderings
  - 7.3 Design Narrative
8. **Conceptual Design Submission (Two-Story 3-Bedroom Model Home)**
  - 8.1 Drawings
  - 8.2 Renderings
  - 8.3 Design Narrative
9. **Plan for Compliance with Section 3 Requirements** N/A  
(Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)

*JGE*

*JDP*





GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT A-2  
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2018-09  
(Revised for Addendum No. 2)

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

Proposer Entity Name: CARIBE TECNO, CRL

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

☒ Level 1 Construction Manager

☐ Level 2 Construction Manager

Tab	Initials	Document Description
		Company Cover Page
		Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
		One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1		Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2		Exhibit C: Statement of Qualifications
3		Profile: Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Proposer responding to this RFP is composed of various entities (e.g. a Joint Venture), profiles for all entities shall be submitted. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
4		Organizational Chart: The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.

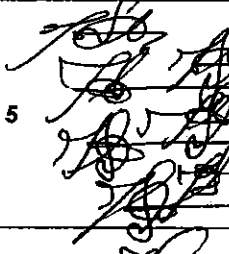




Exhibit A-2 – Qualifications and Work Approach Proposal Checklist

(Revised for Addendum No. 2)

CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

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

Proposer's Authorized Representative's Signature

CARIBE TECNO, Inc., Administrator of Caribe Tecno, CRL

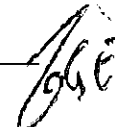
José D. Pérez, President

Proposer's Authorized Representative Printed Name

1/8/2019

Date







GOVERNMENT OF PUERTO RICO  
Department of Housing

Proposer's Initials:

*[Handwritten Signature]*

EXHIBIT C  
STATEMENT OF QUALIFICATIONS

Request for Proposals

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

1. Entity Data:

1.1. Proposer's Identification:

CARIBE TECNO, CRL  
(Legal Name)

1972  
(Year of Establishment)

[REDACTED]  
(Tax ID)

61-851-1620  
(D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Entity in matters related to the Contract:

José D. Pérez  
(Name)

President  
(Position)

1.3. Physical Address:

1254 Roosevelt Avenue  
(Address Line 1)

(Address Line 2)

San Juan  
(City)

PR  
(State)

00920  
(Zip Code)

1.4. Mailing Address:

P.O. Box 360099  
(Address Line 1)

(Address Line 2)

San Juan,  
(City)

PR  
(State)

00936-0099  
(Zip Code)

1.5. Contact Information:

787-504-7364  
(Telephone Number)

787-782-8077  
(Facsimile Number)

jdp@caribetecno.com  
(Email Address)

1.6. The Entity is a(n):

☐ Individual

☐ Partnership

☒ Other (Specify)

☐ Corporation

☐ Joint Venture

LLC

1.7. If a corporation, indicate all that apply:

☐ Publicly Held

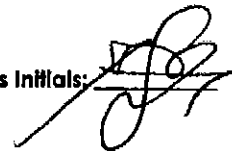
☐ Privately Held

☐ Subsidiary

*[Handwritten Signature]*

*[Handwritten Signature]*

Proposer's Initials:



- 1.8. Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
José D. Pérez	787-504-7364	jdp@caribetecno.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wilfredo Rey	787-505-1330	w.rey@caribetecno.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ilia I. Almodóvar	787-787-502-3176	i.almodovar@caribetecno.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Caribe Tecno, Inc.	787-781-4598		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


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

- 2.1. Brief History of the Firm:** Attach to this Statement of Qualifications the Proposer or any of its Team Members company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. See Tab 3
- 2.2. Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4
- 2.3.** Has the Proposer or any of its Team Members been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

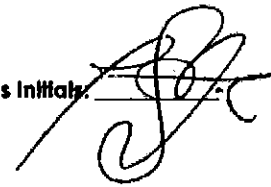
☒ No

☐ Yes (See Attachment \_\_\_\_)

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

Proposer's Initials: \_\_\_\_\_



**3. Construction Manager Level Applied For:**

☒ **Level 1** Construction Manager

☐ **Level 2** Construction Manager

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

☐ Yes

☐ No

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

☐ Adjuntas

☐ Fajardo

☐ Naguabo

☐ Aguada

☐ Florida

☐ Naranjito

☐ Aguadilla

☐ Guánica

☐ Orocovis

☐ Aguas Buenas

☐ Guayama

☐ Patillas

☐ Aibonito

☐ Guayanilla

☐ Peñuelas

☐ Añasco

☐ Guaynabo

☐ Ponce

☐ Arecibo

☐ Gurabo

☐ Quebradillas

☐ Arroyo

☐ Hatillo

☐ Rincón

☐ Barceloneta

☐ Hormigueros

☐ Río Grande

☐ Barranquitas

☐ Humacao

☐ Sabana Grande

☐ Bayamón

☐ Isabela

☐ Salinas

☐ Cabo Rojo

☐ Jayuya

☐ San Germán

☐ Caguas

☐ Juana Díaz

☐ San Juan

☐ Camuy

☐ Juncos

☐ San Lorenzo

☐ Canóvanas

☐ Lajas

☐ San Sebastián

☐ Carolina

☐ Lares

☐ Santa Isabel

☐ Cataño

☐ Las Marías

☐ Toa Alta

☐ Cayey

☐ Las Piedras

☐ Toa Baja

☐ Ceiba

☐ Loíza

☐ Trujillo Alto

☐ Ciales

☐ Luquillo

☐ Utuado

☐ Cidra

☐ Manatí

☐ Vega Alta

☐ Coamo

☐ Maricao

☐ Vega Baja

☐ Comerío

☐ Maunabo

☐ Vieques

☐ Corozal

☐ Mayagüez

☐ Villalba

☐ Culebra

☐ Moca

☐ Yabucoa

☐ Dorado

☐ Morovis

☐ Yauco




Proposer's Initials: 

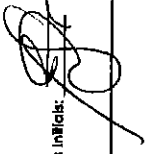
4. Ongoing Contracts/Projects: (Include additional sheets of this table if necessary)

ID	Client Name	Project Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Puerto Rico Department of Housing	The Sheltering and Temporary Essential Power ("STEP") program is a FEMA funded program in which temporary repairs were done to residence that were damage by hurricane Maria after it strike Puerto Rico on September 20, 2017. These repairs allowed residents to live under safe, sanitary and secure conditions and to many others, to come back to their residence, reducing the necessity of other shelter spaces that otherwise will be required. CARIBE TECNO inspected over 12,300 residences and performed work on over 11,400 units that were declared as eligible according to program guide lines.	\$120,000,000.00	15	100%	December 31, 2018 for all repairs. March 31, 2019 for any pending invoicing and administrative work.		Samir El Hage Arocho, P.E., Oversight Manager Principal	939-717-7133
2	Puerto Rico State Insurance Fund Corporation (CFSE)	Improvements to the existing facilities and expansions including a 2-story addition (9600 sf) and 1-story addition 9200 SF), a new water cistern, a new entrance structure and a new northwest annex. The building has three floors. The first floor has approximately 9500 SF. The second floor has approximately 55000SF and the third floor has approximately 27000 SF. It also have new access and drop areas with new landscaping.	\$42,806,704.23	59	98.5%	June 30, 2019		Fernando Irazary, AIA	787-7654290 787-379-9079
3	Puerto Rico Public Housing Administration	Jardines del Paraiso - The project consists of the comprehensive modernization of 112 dwellings units and an Administration/community Building, as well as site improvements. The scope of work of this bid includes the comprehensive modernization of these 15 dwelling buildings, including repairs to street and surrounding areas, as well as the rehabilitation of the Administration/Community building, that includes administrative offices, communal center, child day care center, residents' board office, warehouse, electronic library, among other service areas. The modernization works to be performed in the dwelling units include: abatement of toxic materials, new electrical and mechanical system installation including new plumbing fixtures, new bathroom accessories, new kitchen	\$14,625,322.64	24.4	70.5%	May 9, 2020		CMS Services, Inc. José Bobonis	787-423-2960

JDP



Proposer's initials:



cabinets and closed shelves, new doors  
and windows, new wall tiles at bathrooms  
and kitchens, installation of terrazo floor  
tiles, interior and exterior paint and new  
roofing membrane.

4

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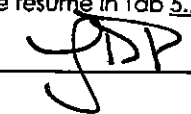
9

10



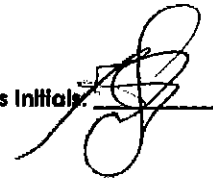
Proposer's Initials: **5. Management:****5.1. Key Staff for the Engagement:** Provide the following information for all Key Staff for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
<b>Senior Project Manager</b>	José D. Pérez Muñiz, PE	BCE, Georgia Institute of Technology	At least 47+	(See résumé in Tab 5.1)
	José D. Pérez Fernández, PE	Master and BSCE of Polytechnic University of PR	At least 10	
<b>Design Lead</b>	Andrés Mignucci, FAIA	Master of Architecture, Massachusetts Institute of Technology BS in Architecture, University of Wisconsin-Milwaukee	35+	(See résumé in Tab 5.2)
<b>Permitting Lead</b>	Emilio M. Colón-Zavala, PE	Bachelor of Science in Civil Engineering (Cum Laude), University of Puerto Rico - Mayaguez Certified Permitting Authority (00019-PRO-00019), P.R. Permits & Endorsements Management Office	25+	(See résumé in Tab 5.3)
	Eduardo J. Oliver Polanco, PE	Bachelor of Science in Civil Engineering, University of Puerto Rico - Mayaguez Campus	43+	
<b>Procurement Lead</b>	Denisse Ocasio	BSCE Civil Engineering, Polytechnic University of PR	16+	(See résumé in Tab 5.4)
<b>Construction Lead</b>	Samuel Vivas, PE	BSCE Civil Engineering, Polytechnic University of PR	35+	(See résumé in Tab 5.5)
<b>Occupational Safety Lead</b>	Francisco Pérez Morales	BBA, Criminal Justice, Inter America University of PR Automotive & Diesel Technician, Trina Padilla de Sanz	10+	(See résumé in Tab 5.6)
<b>Quality Control Lead</b>	Abraham Medina, PE	Bioenvironmental Engineering Officer, US Air Force School of Aerospace Medicine BSCE Civil Engineering, UPR Mayaguez Campus	21+	(See résumé in Tab 5.7)





Proposer's Initials:



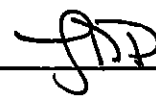
**6. References:**

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

Name	Email	Phone Number	Relation
Plan. Federico del Monte	fdelmontegar@gmail.com	787-449-7507	Owner Representative for Riberas del Bucaná
Plan. Elba Almedina	ealmedinacayey@gmail.com	787-263-0880	Owner Representative for Nueva Entrada a la Ciudad de Cayey, Teatro & Centro de información Turística Project in Cayey.
Jennifer Lugo	jennifer.lugo.1@upr.edu	787-602-8988	Owner Representative for UPR Centro de Estudiantes

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

Name	Email	Phone Number	Relation
Jorge Ferra Fernández	jorgeferra@mac.com	787-289-1846 787-602-7300	Owner Representative
José A. Casillas	jacasillas16@gmail.com	787-647-2331	Owner
Fernando Irizarry, AIA	finizarry@fernandolirizarry.com	787-379-9079 787-765-4290	Architect
Katia González	kgonzalez@hi-jv.com	787-509-562	Owner Representative

Proposer's Initials: 

**7. Acknowledgement of Addenda:**

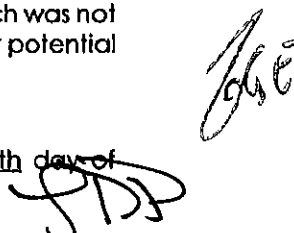
1.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued
1	November 30, 2018	5	December 11, 2018
2	December 3, 2018	6	December 14, 2018
3	December 6, 2018	7	December 21, 2018
4	December 7, 2018	8	January 4, 2019

**8. Under Oath Certification:**

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 8th day of January, 2019. 

**If Entity is an Individual:**

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address Line 1)

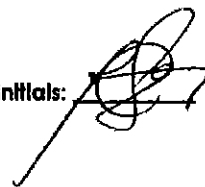
\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Proposer's Initials:



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

\_\_\_\_\_  
(Printed Name of Firm)

**By:**

\_\_\_\_\_  
(Authorized Representative's Signature)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**If Entity is a partnership or joint venture:**

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

**By:**

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)



Proposer's Initials:



**If Entity is a corporation:**

Caribe Tecno, Inc., Administrator of Caribe  
Tecno, CRL

(Printed Name of Corporation)

P.O. Box 360099

(Corporate Address Line 1)

(Corporate Address Line 2)

San Juan

(City)

PR

(State)

00936

(Zip Code)

By:

(Signature of Officer)

Caribe Tecno, Inc., Administrator of Caribe  
Tecno, CRL

José D. Pérez

(Printed Name of Officer)

President

(Title of Officer)

Attest:

(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation)



TAB 3

## Organizational Chart

### 3.1 Profile for the Construction Manager and the Design Lead Manager

As to fully comply with Request for Proposal Homeowner Repair, Reconstruction, or Relocation Program Construction Managers, respondent hereby provides a company profile establishing the experience, expertise and qualifications of the firm for both design and construction services, on Tab 3.1, as required on this RFP.

A handwritten signature in black ink, appearing to be "JDP", located below the text block.A handwritten signature in black ink, appearing to be "JHE", located below the first signature.

## **CARIBE TECNO, CRL PROFILE**

**CARIBE TECNO, CRL**, a Caribbean Business Power 100 Company is a Limited Liability Company formed by **CARIBE TECNO, Inc.**, founded in 1972 and highly experienced and internationally recognized professionals in construction, engineering, management and finances.

Thru decades **CARIBE TECNO** has built and developed some of the most highly visible projects in the Caribbean and residential developments of government assisted affordable housing, thousands of public housing units in modernization projects as well as completely private developments and mixed used developments.

On account of its experience, capabilities and formidable track record in housing construction, **CARIBE TECNO** was the only Puerto Rican construction company solely qualified for FEMA's-PRDOH STEP Program. **Within a year, thru the STEP Program, CARIBE TECNO performed work worth over \$ 115,000,000 on over 12,000 houses throughout twenty-three (23) municipalities on the island.**

**CARIBE TECNO's** experience in housing projects include ALL stages, from land acquisition, land development, permitting of the development with the Planning Board, architecture and engineering design, units permitting, construction management, self-performed construction and all other. Having successfully developed for itself multiple affordable housing projects, the company certainly knows the ropes and knots of the permitting maze and how time is of essence in design processes and construction.

Throughout the years work by **CARIBE TECNO** has been featured in local, national and international newspapers, magazines and hardbound books and catalogues. Moreover work and performance by **CARIBE TECNO** has been awarded local, national and internationally recognition for Innovation, quality and outstanding Work including among other:

- International Infrastructure Construction Prize
- International Outstanding Building Finalist
- International Construction Award
- Puerto Rico's Building Award
- Puerto Rico's Infrastructure Award
- Puerto Rico's Innovation in Technology Award
- Puerto Rico's Social Impact Work Award
- Puerto Rico's Outstanding Civil Engineering Work
- Puerto Rico's Outstanding Electrical Engineering Work
- Puerto Rico's Outstanding Mechanical Engineering Work

Besides the housing projects, previously addressed, **CARIBE TECNO's** portfolio, of over a billion dollars-worth of successfully completed and operating projects, includes state of the art health care facilities, commercial and institutional buildings, residential complexes, tourist and marine facilities, and high-speed transportation projects. **CARIBE TECNO** holds the capabilities, manpower

and resources to simultaneously perform dozens of the most diverse projects in multiple locations. A detailed list of projects is provided on the company's Resume.

With upwards of a thousand collaborators, **CARIBE TECNO** can concurrently run and execute multiple multimillion-dollar projects. We provide integrated construction and facility management services for clients that entrust us to deliver quality projects which stand the test of time and respond to the client's performance, programmatic, scheduling, and budgetary requirements. The list of our international clients includes Banco Popular, Carnival Cruises, Necso / Acciona S.A., and Citibank.

At **CARIBE TECNO** we are committed to creating the most efficient facilities and delivering the highest quality solutions for our clients, from project conception through construction, operations and asset management. Through single source procurement and responsibility, we combine innovative technologies with time-tested processes to keep our projects running on budget and on time.

**CARIBE TECNO** prides in building landmark structures, state of the art facilities and socially sensitive public spaces, that weave into the urban skyline and communities we work in. Our culture of safety, ethics and core values means that you always get a construction partner who is:

**Client-focused:** We put the focus on our clients, anticipating needs, solving problems and helping to make the right decisions on time.

**Ethical:** We practice the highest standards of ethics with clients and our people. We pride ourselves in core values of honesty and transparency as to consistently exhibit the highest level of integrity.

**Safety:** Every decision is made with the highest regard to the safety and the well-being of our employees, partners and clients. Our unwavering commitment to safety is above the standards of the entire industry.

**Diversity Advantages:** A diverse group of professionals, born, raised, educated and experienced in different countries, provides an edge in multiple markets, services and geographic regions, where our expertise and knowledge serve as key to producing successful projects and efficient results for our clients.

**Social Responsibility:** **CARIBE TECNO** is a good local and global neighbor that prides in practicing social responsibility on every endeavor. We look for opportunities to partner with local professionals, construction firms and suppliers. We also look for opportunities to engage in transfer of knowledge, training, and experience with local communities and work force. Sharing **CARIBE TECNO**'s culture and engaging in community outreach, serves well our goal of knowing our clients and partners as well as we know each other. Our principles of unshakable integrity and client advocacy serve our objective of achieving trust in all our professional relationships and partnerships.

**SERVICES AND DELIVERY METHODS**

*JGE*

*SOP*

CARIBE TECNO offers a wide range of development, construction and building services tailored to suit each of our client's needs and requirements. All are based on an integrated approach combining innovative solutions, lean construction tools and proven best practices. Each of our projects are staffed, structured, and delivered with the goal to maximize quality and value, minimize waste, and insure safety. Project delivery methods are uniquely tailored to the planning, design and construction process of every capital project. We engage in both conventional bidding and procurement processes as well as alternative project delivery methods.

**PRECONSTRUCTION:** CARIBE TECNO 's collaborative team leverages state of the art technology solutions, high-level communications skills and innovative ideas to partner with the client's design team during the design phase.

**CONSTRUCTION:** CARIBE TECNO utilizes lean processes across various construction contract types including construction management, general contracting, integrated project delivery, and design-build, among others.

**DESIGN-BUILD:** CARIBE TECNO leverages the design-build approach with a collaborative teaming environment that fulfills multiple parallel objectives, such as aesthetic, functional and operational quality, with budget and schedule management.

**INTERDISCIPLINARY COORDINATION:** CARIBE TECNO 's Interdisciplinary Document Coordination assures that efficiencies are built in at the earliest possible stage anticipating and avoiding unexpected delays and scheduling conflicts.

**BUILDING INFORMATION MODELING:** With BIM, the process of generating and managing building data, we assure the client's monitoring and management throughout the lifespan of a project.

**TRANSITION PLANNING & MANAGEMENT:** CARIBE TECNO can provide our clients with transition planning and management in anticipation of substantial, multi-phase and complex moves, occupancy, and relocation.

**ENVIRONMENTAL SERVICES:** CARIBE TECNO 's commitment to global responsibility is embodied in its innovative approaches and technologies to preserve the environment, to enhance performance, and to address special site conditions and environmental considerations.

**SCHEDULE RISK ANALYSIS:** CARIBE TECNO conducts schedule risk analysis on every project as to identify time-saving opportunities and to anticipate mitigation strategies if unforeseen conditions were to impact the work.

**FACILITIES MANAGEMENT:** CARIBE TECNO has provided facilities management services to both private and public sectors. We can assist with management of all facility's needs as to maximize building operations.





**DISASTER RECOVERY & RECONSTRUCTION: CARIBE TECNO** provides a single-source approach to getting communities, buildings and facilities rebuilt at the shortest possible time in the event of geo-climatic disasters and catastrophic events. In 2018 the company performed over \$115,000,000 million dollars in the reconstruction of Puerto Rico on the aftermath of Hurricane María.





1972

**CARIBE TECNO, CRL**

## **COMPANY'S RESUME**



PO BOX 360099 • SAN JUAN, PUERTO RICO 00936-0099  
TEL. (787) 781-4598 • [www.caribetecno.com](http://www.caribetecno.com) • FAX (787) 782-8077  
Patrono con Igualdad de Oportunidad de Empleo



# **BUSINESS ORGANIZATION**

*JSB*  
*JSB*

# **CARIBE TECNO, CRL**

## **BUSINESS ORGANIZATION**

**Caribe Tecno, CRL** is a Limited Liability Company formed by Caribe Tecno, Inc. and its members, within the Laws of the Commonwealth of Puerto Rico. The Company, a building contractor, was organized in 1972 and has been engaged since in general and building construction. Its members are José Domingo Pérez, Wilfredo Rey Capella, Iliá Almodóvar and Caribe Tecno, Inc.

**José Domingo Pérez**, B.S.C.E., a graduate of the Georgia Institute Technology, has over thirty five years of experience as Project Superintendent and Administrator, and other management positions with major Builders & Contractors as well as Caribe Tecno.


**Wilfredo Rey Capella**, B.S.C.E., is a graduate of the University of Puerto Rico. Mr. Rey has over thirty five years of experience as Project Manager with major Builders and Contractors, and occupied different positions on Public Administration. Mr. Rey Capella joined Caribe Tecno in 1987.

**Iliá Ivette Almodóvar**, M.B.A., M.S., Chief Financial Officer, is a graduate of the University of Puerto Rico, in Mayagüez and the Graduate School of Business, Accountant and Management Science of the International Institute of the America's and has over thirty five years of experience in the Accounting and Auditing field including multinational Sears Roebuck. Ms. Almodóvar joined Caribe Tecno in 1987.

**Caribe Tecno, Inc.** is a corporation organized under the Laws of the Commonwealth of Puerto Rico and is the Administrator of Caribe Tecno, CRL. Its officers are José Domingo Pérez, President, José H. Carrasquillo González, Vice-President, Iliá Almodovar, Treasurer and Wanda Cabrera, Secretary.

## **PROJECT MANAGERS:**

José H. Carrasquillo González, EIT  
Raúl Rodríguez Rojas, PE  
José D. Pérez Fernández, PE  
Fernando J. Malavé, PE  
Mr. Regner Montalvo



## **PROJECT SUPERINTENDENTS:**

**Mr. José Amador**, over twenty years of experience in building construction and civil work with major contractors, including major remodeling projects.

**Mr. Jorge H. Rivera Cruz**, twenty years of experience in building construction and civil work with major contractor.

**Mr. Raúl Meléndez Aponte**, over twenty years of experience in civil, building and housing construction.

**Mr. José Vega Marquez**, over twenty years of experience in civil construction.

## **ESTIMATING MANAGER:**

**Mr. Roberto Camacho Martínez**, a graduate of the University of Puerto Rico, Bayamón Technology College, worked with structural steel leading outfit, American Agencies in its Engineering Department.

## **LAND SURVEYING & GEO PHYSICAL CONTROLS:**

**Mr. Dwight S. Pagán Meléndez**, surveyor, over fifteen years of experience in construction projects.

**Mr. Carlos Pagán Meléndez**, has the responsibility of site and buildings layout for Caribe Tecno.

## **PROCCUREMENT MANAGER:**

**Mr. Efrain López**, has the responsibility of purchases for Caribe Tecno.

## **SAFETY AND RISK CONTROL MANAGER:**

**Mr. Frankie Pérez**, has the responsibility of overseeing Safety and Occupational Health for Caribe Tecno.

**EXTERNAL AUDITORS:** UHY Del Valle & Nieves, PSC

**INSURANCE COMPANY:** CNA Surety

**BANKS:** Banco Popular de Puerto Rico, Banco Santander, and Oriental Bank

**LEGAL COUNSEL:** Adsuar, Muñiz, Goyco, Seda y Pérez-Ochoa, PSC  
Barnés & Barnés, PSC



## **CURRICULUM VITAE**

### **I. JOSE DOMINGO PEREZ**

Professional Engineer License No. 6300  
Land Surveyor, RPA No. 6300

### **II. EDUCATION**

Bachelor of Civil Engineer (BCE), Georgia Institute of Technology (1971)

### **III. PROFESSIONAL ORGANIZATIONS**

ACADEMICIAN Pan American Academy of Engineering, since 2008

PRESIDENT Associated General Contractors of America, P. R. 1995 & 1996

PRESIDENT Civil Engineers Institute of Puerto Rico 1978-1980

PRESIDENT P.R. Georgia Institute of Technology Alumni 1981-1982

PRESIDENT Engineers, Architects & Land Surveyors Association,  
San Juan Chapter 1975-1976

PRESIDENT Board of Directors of AGM University System, 2006 - 2008

PRESIDENT José Domingo Pérez Foundation, since 1997

FIRST VICE

PRESIDENT Associated General Contractors of America, Puerto Rico 1994

FIRST VICE

PRESIDENT Engineers & Land Surveyors Association of P. R., 1979-1980

SECRETARY Engineers, Architects & Land Surveyors Association of  
Puerto Rico, 1977-1978

SECRETARY American Society of Civil Engineers, Puerto Rico - 1975-1976

TREASURER American Society of Civil Engineers, P.R. Chapter- 1974-1975

EXECUTIVE BOARD Associated General Contractors of America, Washington,  
D.C., 2003-2004 (1<sup>st</sup> Latinamerican)

DIRECTOR Associated General Contractors of America, Washington, D.C.,  
1996-1999 & 2003-2004

DIRECTOR AGM University System, 2001 -2010

DIRECTOR Associated General Contractors of America, P. R. 1993-2001

DIRECTOR Engineers & Land Surveyors Association of P. R., 1978-1980

ALTERNATE DIRECTOR Pan American Union of Engineering Associations, 1996  
-2000

TRUSTEE Puerto Rico Society of Engineers 1977-1978

DIRECTOR Engineer, Architects & Land Surveyors Association of Puerto  
Puerto Rico, 1976-1978

MEMBER International Commerce Advisory Committee Department of  
Commerce 1985 - 1992

ALTERNATE  
MEMBER Governors' Council on the Construction Industry, 1979-1980

MEMBER Institute of Civil Engineers of Puerto Rico 1973 - Present  
Engineers and Land Surveyors Assoc. of P. R., 1978-Present  
Engineers, Architects and Land Surveyors Association of  
Puerto Rico 1971-1978  
Interamerican Businessmen Association  
National Society of Professional Engineers  
P.R. Society Professional Engineers  
Civil Engineering Pan American Congress

#### IV. PROFESSIONAL EXPERIENCE

PRESIDENT: Caribe Tecno, Inc., General Contractors, 1972 - Present  
(For projects see Company Resume)

MEMBER: Caribe Tecno, CRL, General Contractors, 1989 - Present  
(For projects see Company Resume)

VICEPRESIDENT: Adma, Inc., Buildings Management & Administration,  
1983-1987

SENIOR PARTNER: José Domingo Pérez & Associates  
Engineers-Consultants-Developers, 1979 to 1987

PROJECT  
ADMINISTRATOR: Juana Matos Pumping Station, 1981  
P.R. Rice Mill Access Road, 1980-1981  
RILCO's Industrial Service Bldg., 1980  
Rice Mill access Embankments, 1980  
Puerto Rico's Rice Milling Industry, 1979-1981  
San Juan's Central Park, 1978-1979

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**PROJECT**

**SUPERINTENDENT:** Puerto Rico's Center for the Performing Arts- 1978  
Sky Tower Apartment Bldg, 1976-1978  
Puerto Rico's Convention Center, 1973-1976  
Hilton's Convention Hall, 1972-1973  
Hilton's International Offices, 1971-1972  
Caribe Hilton Hotel Tower, 1971-1972

**V. HONORS & AWARDS**

Senate of P.R., Contributions to the Development and Fostering of  
Construction, 1997  
House of Representatives of P.R., Professional accomplishments and  
Contributions to the people of Puerto Rico, 1997  
Turabo University perpetually names its engineering school:  
*José Domingo Pérez School of Engineering*  
Institute of Engineers, Architects and Land Surveyors, Outstanding Engineer,  
1996  
Who's Who in the World, Eight Edition, 1987 - 1988  
International Biography of the Year, London, U.K., 1986  
Who's Who in the World, Seventh Edition, 1984 - 1985  
Who's Who in the South & Southwest, Eighteenth Edition, 1982 - 1983  
PRESIDENTS' AWARD, Engineers and Land Surveyors Association of  
Puerto Rico, 1980  
DEAN'S LIST, Georgia Institute of Technology, 1971

**VI. LICENSES**

Commonwealth of P.R.: Professional Engineers No. 6300, 1972  
Registered Land Surveyor, 1990  
Virgin Islands: General Building Contractor, 1993  
State of Georgia: E.I.T. No. 4438, 1971

**VII. COURSES & SPECIAL TRAININGS**

1978 thru 2010 Lecturer and Speaker for International Organizatios,  
Conferences and Credit Bearing Continued Eduction  
2008 – Planificación, Diseño y Administración del Túnel de Maunabo, AGC  
2008 – New Standard Form Construction AGreements, AGC  
2007 – Economic Update, CIAPR  
2007 - LEED for Contractors  
2007 – Green Roofs  
2007 – Condiciones Generales Contratos AAA  
2007 – Obtención de Datos Geo-Espaciales

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- 2006 – Aplicación de GPS para Licitaciones y Proyectos de Construcción, AGC
- 2006 – Integración de Datos Geo-Espaciales, CIAPR
- 2005 – Gernecia e Ineniería de la Construcción I, AGC
- 2005 – Análisis de las Iniciativas Pasadas de la Cumbre de la Industria de la Construcción, AGC
- 2001 - El uso de acero estructural para edificaciones
- 1991 - Lead-Based Paint Abatement, Georgia Institute of Technology, Atlanta, Georgia
- 1991 - Supervision of Asbestos Abatement Projects, Course & Workshop, Georgia Institute of Technology, Atlanta, Georgia
- 1987 - Claims Litigation, Associated General Contractors of America
- 1983 - Counter Trade Seminar, Commonwealth of P.R.
- 1980 - Governors' Conference on Construction Industry, Fajardo, P. R.  
Cost Engineering Seminar by Pan-American Federations of Engineering Economics, San Juan, Puerto Rico
- 1979 - Field Engineering & Construction Management ASCE National Conventions, Atlanta, Georgia  
Earthquake Engineering - Earthquake Engineering Research Institute Mayaguez, Puerto Rico  
OSHA's Regulations on Industry & Construction, Arecibo's OSHA Office, Arecibo, Puerto Rico
- 1977 - National Housing Act Seminar, HUD's Caribbean Office
- 1974 - Business Management - Georgia Institute of Technology, Atlanta, Georgia
- 1972 - Project Planning & Scheduling, James Waldron & Assoc., San Juan, P. R.

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**WILFREDO REY CAPELLA**  
**PROFESSIONAL ENGINEER**  
**LICENSE NO. 7173 PE**

**EDUCATION**

B.S. Civil Engineering MAGNA CUM LAUDE of University of Puerto Rico,  
Mayaguez Campus

**CAREER**

MEMBER: Caribe Tecno Hábitat, CRL, 1996- Present  
PRESIDENT: C.T.H., Inc., 1996- Present  
PARTNER: Lagos de Plata, S.E., 1992 - Present  
MEMBER: Caribe Tecno, CRL, 1989 - Present  
PROJECT MANAGER: Caribe Tecno, Inc., 1987 - 1996  
PROJECT MANAGER: Force Constructors, Inc., 1986 - 1987  
PARTNER: Wilfredo Rey Capella y Asociados, 1984 - Present  
PROJECT MANAGER: Monty Construction, Inc., 1981 - 1983  
ENGINEER: Federal Construction Corp., 1978 - 1981  
ENGINEER: P. R. Urban Renewal and Housing Corporation, 1974 - 1978

**COURSES AND SEMINARS**

**College of Engineers and Land Surveyors of Puerto Rico**

Diseño de Sistemas de Alcantarillado Pluvial, 1999  
La Tecnología del Hormigón Premezclado como Estrategia de Éxito para la  
Industria de la Construcción, November 12, 2003  
Quinto Simposio sobre el Manejo de los Desperdicios o Residuos Sólidos en  
Puerto Rico, November 21, 2003  
Foro Desarrollo Sostenible, June 16, 2005  
Riesgos en la Contratación de Construcción, December 9, 2005  
Simposio de Mantenimiento de Edificios, June 2, 9, 16, and 23, 2006  
Basics of Design of Piled Foundations, November 30, and December 1, 2006  
Diseño y Construcción Verde, May 18, 2007

**Georgia Tech Research Institute**

Supervision of Asbestos Abatement Projects, Course & Workshop, 1991  
Lead Based Paint Detection and Abatement, 1991  
Lead Abatement for Supervisors and Contractors, 1992  
Lead Based Paint Abatement Design Strategies, Course & Workshop, 1993  
Advanced Supervision Asbestos Abatement Projects: Annual Update, 1993

**American Management Association International**

How to Legally Fire Employees with Attitude Problems, December 8, 1997  
AMA's Course on Financial Analysis, 1998  
Today's OSHA: A Compliance Update, August 3, 2000

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### **Government Institutes**

Fundamentals of Puerto Rico Environmental Law Compliance, 1999

### **Miami Micro Data, Inc.**

Project Management & Control using Primavera Sure track Project Manager for Windows, October 24, 1997

### **Design-Build Institute of America**

National Design-Build Conference 1997

### **National Business Institute, Inc.**

Be E-Ware: Avoiding E-Mail and Internet Policy Pitfalls, March 21, 2003

### **Others**

Equal Employment Opportunity Technical Assistance Program, 1994

Lead Tech Conference at Washington, D.C., 1994

Managing Contracts without Claims, 1995

Advanced Construction Law in Puerto Rico, 1995

Construyendo con Seguridad, 1996

Tolerancia en Proyectos de Construcción, 1996

Environmental Aspects of the Puerto Rico Penal Code, September 9, 2005

Primavera Contract Manager, September 26, 27, & 28, 2007

Ultimos Cambios en Ley Laboral y su Impacto en la Nómina, Training Resources Associates, January 30, 2009

Certified Stormwater Training Course, February 10, 11, 2009, The Nacional Stormwater Center

Alianzas Público Privadas, November 12, 2015, AGC

Fair Housing Accessibility, April 20, 2016, HUD

### **AWARDS**

Honor Student 1968 to 1973 at University of Puerto Rico, Mayaguez

Who's Who Among Students in American Universities and Colleges - 1973

Phi Kappa Phi Honor Society Membership - 1973

Tau Beta Pi Engineer Honor Society Membership - 1973

### **PROFESSIONAL ORGANIZATION MEMBERSHIP**

Phi Kappa Phi Honor Society

Tau Beta Pi Engineer Honor Society

College of Engineers and Land Surveyors of Puerto Rico

Institute of Civil Engineers

### **LICENSES**

Commonwealth of P.R.: Professional Engineer No. 7173

Puerto Rico Energy Office Certificate No. 255 to practice energy auditing



**ILIA IVETTE ALMODOVAR**  
**PROFESSIONAL ACCOUNTANT**

**EDUCATION**

M.B.A. of University of Puerto Rico and M.S. of the Graduate School of Business, Accountancy and Management Science of the International Institute of the America's

**CAREER**

Member	Caribe Tecno Hábitat, CRL, General Contractor 1996- Present
Vice-president	C.T.H., Inc., General Contractor 1996- Present
Partner	Lagos de Plata, S.E., Developer 1992- Present
Member	Caribe Tecno, CRL, General Contractor 1989- Present
Treasurer	Caribe Tecno, Inc., General Contractor 1988- Present
Treasurer	Adma, Inc., Buildings Management & Administration 1988- Present
Chief Financial Officer	Caribe Tecno, Inc., General Contractor 1987- Present
Audit Supervisor	Sears Roebuck Puerto Rico 1972- 1987

**COURSES AND SEMINARS**

Workers' Compensation in Puerto Rico, 1996  
Doing Business in the United States Virgin Islands, 1995  
P.R. Labor & Employment Law, 1995  
Windows Computer Course, 1995  
Microsoft Word 6 for Windows, 1995  
Personnel Law Update, Council on Education in Management, May 13-14, 2000  
Workers' Comp Update 2000, Council on Education in Management, Feb 1, 2000

*ILIA*

*JDP*

**JOSE H. CARRASQUILLO GONZALEZ**  
**LICENSE NO. 15775 EIT**

**EDUCATION**

University of Puerto Rico, Mayaguez Campus  
BS in Civil Engineering, December 1995

**PROFESSIONAL EXPERIENCE**

2007 to Present: Vice President, Caribe Tecno, Inc.

2004 to Present: Project Manager at Caribe Tecno, CRL  
Puerto Rico Convention Center District, 2004 – 2008  
(\$35.1 million)  
Cruise Ship Terminal No. 4 Old San Juan, 2003 - 2005  
(\$8.9 million)

Jan. 1997 to 2003: Project Engineer at Caribe Tecno, CRL  
PRPA Terminal No. 4 Old San Juan, 2003 – 2005  
(\$8.9 million)  
Sagrado Corazón Urban Train Station, 2002 - 2003  
Rehabilitation, Rafael M. De Labra School, 2000 - 2002  
(\$8.1 million)  
San Francisco Apartment Rehabilitation, 1999  
Conversion in Refuges of industrial Lot, Ciales, 1998  
(0.48 million)  
Conversion in Refuges of industrial Lot, Arecibo, 1998  
Virgilio Davila Residencial Complex Bayamón, 1998  
(21.5 million)  
Las Margaritas I Public Housing, San Juan, 1997 – 1998  
(17.2 million)

July 1996 to Dec 1996: SLG Construction Group, Assistance of Project Engineer.  
Parque Educativo Para la Seguridad en el Tránsito, Arecibo, PR  
CESCO, Arecibo, PR  
CESCO, Mayaguez, PR

March 1996 to July 1996: Municipal Government of Vega Baja, Project Inspector,  
Inspection of Luis Muñoz Marín Building and Centro Artesanal Melao Melao Projects

**COURSES AND SEMINARS**

Reglamentación y Procedimientos para Desarrollo de Terrenos y Permisos  
de Construcción en Puerto Rico, June 28, 1997  
Project Management & Control using Primavera Sure track Project Manager  
for Windows, Miami Micro Data, Inc., May 2, 1997

*Jose*

*SDD*

Seguridad y Salud en el Empleo OSHA, Universidad del Sagrado Corazón,  
April 1997  
Workers' Compensation Seminar, National Business Institute, March 12, 1997  
Extended Overhead, Different Site Condition and Change Order,  
Construction Management & Planning Institute, San Juan, P. R., August 1996  
Principles of Geotechnical Engineering, PR Highway and Transportation  
Authority, Vega Baja, PR, June 1996  
Project Documentation and Inspection II, Construction Management &  
Planning Institute, May 1996  
Principal of Concrete and Steel Reinforce, P.R. Highway and Transportation  
Authority, April 1996  
Project Documentation and Inspection I, Construction Management & Planning Institute  
Introduction of Construction Management, Construction Management &  
Planning Institute, March 1996  
Basic Course of Geographic Information System (GIS) University of Puerto  
Rico, Mayaguez, January 1995 to May 1995  
Surveying Practice for Civil Engineering, University of Puerto Rico, Mayaguez, Summer  
1991  
Storm Water Seminar, EPA, September 16, 1997  
Aspectos Ambientales para Proyectos de Construcción, Colegio de  
Ingenieros y Agrimensores, February 20, 1998  
Uso y Manejo de Equipos de Oxi-corte, AGC, April 6, 1998  
Puerto Rico Construction Law: What Do You Do When...?, National  
Business Institute, November 6, 1998  
Puerto Rico Labor and Employment Law, National Business Institute,  
March 10, 1999  
Assertiveness Skills for Managers and Supervisors, American Management  
Association, May 17, 2000  
Múltiples Usos del Panel "Plywood", A.G.C., June 29, 2000  
Presente y Futuro del Diseño de Hormigón, April 20, 2001  
Procedimientos, Normas y Formularios de Permisos, October 11, 2001  
Advanced Construction Law in Puerto Rico, National Business Institute,  
November 8, 2001  
Control de Calidad Para Contratistas, May 17, 2002  
Corrosion Inhibitors of Steel Reinforced Concrete Structures, August 26, 2003  
Construction General Permit NDPDES Storm Water Programs April 28, 2004  
Certified Stormwater Training Course, June 22, 2004, The Nacional Stormwater Center  
Construction Quality Management for Contractors- U.S. Corps of Engineers, April 19-20,  
2006  
Resolving Problems and Disputes on Construction Projects, National Business Institute,  
September 11, 2007  
Primavera Contract Manager, September 26, 27, & 28, 2007  
Primavera P-6, December 13, 2007  
AGC, Profit is Not A Dirty Word", November 13, 2008  
CIAPR, Ponte al día con la Ley 180" November 18, 2008  
Tome Control Del Ausentismo De Sus Empleados , December 8, 2008

*AGC*  
*JDP*

Últimos Cambios en Ley Laboral y su Impacto en la Nómina, Training Resources Associates, January 30, 2009  
Certified Stormwater Training Course, February 10, 11, 2009, The Nacional Stormwater Center  
CIAPR Geotécnia en Obras De Movimineto De Tierra, May 15, 2009  
CIAPR The Impact of Geologic Processes of Civil Engineering Society, May 15, 2009  
OSHA 300, AGC, February 17, 2015

## COMPUTER

IBM PC computers with commercial programs such as

Spreadsheets:	Microsoft Excel 2007
Desktop Publishing:	Acrobat 9 Pro, PowerPoint 2007, etc.
Word Processor:	Word Perfect, Microsoft Word 2007
Data Base:	Access 2007
Drafting Programs:	AutoCAD 2004, Turbo Cad Rel.15
Design Programs:	Steel, Frame, Lateral, Cyclone, Signal, etc.
Programming Languages:	Visual Basic, BASIC and FORTRAN
Project Management	Primavera Contract Management Ver. 12,
Project Scheduling Software:	Primavera P-3, Primavera Sure Track 3.0, Primavera P-6 and Microsoft Project

## AFFILIATIONS

Member of the Civil Engineering Institute (CIAPR)  
Certified Stormwater Inspector

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## **José Domingo Pérez Fernández**

**LICENSE #25,489-PE, PR**

**LICENSE #83,561-PE, FL**

**LICENSE #17,751-PE, HI**

### **EDUCATION**

Master of Engineering in Civil Engineering of Polytechnic University of Puerto Rico, 2014

B.S.C.E of Polytechnic University of Puerto Rico, 2008

Semester at Sea, University of Pittsburg (Study Abroad Program), 2005

### **WORK EXPERIENCE**

December 2017 to Present:

Caribe Tecno, Project Director and Project Manager, STEP/"Tu Hogar Renace"  
program, Zone 7, P.R.

June 2016 to November 2017:

Caribe Tecno, Project Manager Supervisor, Hospital Industrial, Fondo del Seguro del  
Estado, San Juan, P.R.

Caribe Tecno, Construction Estimate Division

Caribe Tecno, Housing Development Manager

July 2014 to May 2016:

Project Manager/Project Engineer- San Fernando de la Carolina Hospital, Carolina  
PR. Caribe Tecno

March 2013 to July 2014

Project Manager- Felipe Birriel Apartments Development & Construction, Carolina  
PR. Caribe Tecno

February 2014 to March 2014

Project Manager- Ready to Move Infill Prefabricated House, Bayamon PR. Caribe  
Tecno

April 2011 to March 2013:

Project Manager- Federico Cordero Apartments Development & Construction,  
Carolina PR. Caribe Tecno

June 2008 to April 2011:

Project Manager- Inmobiliaria 1254 Major Renovation of Caribe Tecno HQ &  
Commercial Space





Caribe Tecno Estimating Division

**COURSES AND SEMINARS**

Civil Quantity Take Off- General (Muniz)  
Contabilidad en Proyectos de Construcción  
Documentación en Proyectos de Construcción  
Cambio Climático (CIAPR)  
Planificación, Diseño y Administración del Túnel de Maunabo (AGC)  
Ley de Incentivos Económicos para la Industria de la Construcción (AGC)  
Estimados de Costos de Construcción (Jose F. Lluch)  
Operación, Mantenimiento y Comunicación del Tren Urbano (AGC)  
Plan y Control Proyectos Primavera 6.0 (ENIAC)  
Itinerario como Herramienta de Trabajo (AGC)  
Primavera P6.2- Introduction to Project Web Access (ENIAC)

**PROFESSIONAL ORGANIZATION MEMBERSHIP and Licenses**

2006 Society of Hispanic Professional Engineers  
2009 American Concrete Institute  
2011 Associated General Contractors  
2014 Colegio de Ingenieros y Agrimensores de Puerto Rico  
2014 Licensed Professional Engineer in Puerto Rico, Lic. 25,489  
2017 Florida Certified General Contractor, Lic.152486  
2017 Licensed Professional Engineer in the State of Florida, Lic. 83,561  
2017 Licensed Professional Engineer in the State of Hawaii, Lic. 17,751

**COMPUTER**

Spreadsheets:	Microsoft Excel 2013
Desktop Publishing:	Acrobat 9 Pro, Power Point 2013
Word Processor:	Microsoft Word 2013, Word Perfect
Drafting and Design Programs:	AutoCad 2009, Bluebeam Revu
Civil Design Programs:	AutoCad Civil 3D, SIDRA (Traffic), SAP 2007 (Structural Analysis)
Programming Languages:	MathCad, Visual Basic
Project Management:	Primavera Contract Management
Project Scheduling Software:	Primavera P-6, Sure Track, Primavera Web 6.2

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**RAUL R. RODRIGUEZ ROJAS, P.E.**  
**LICENSE NO. 18305 PE**

**EDUCATION**

University of Puerto Rico, Mayagüez, P.R.  
Bachelor Degree in Sciences  
Major in Civil Engineering- 1998

**PROFESSIONAL EXPERIENCE**

- 2002- Present Caribe Tecno, CRL - Project Manager
- 2001- 2002 Ondeo de Puerto Rico- Operations and Distribution Manager responsible of the optimum operation of the potable water distribution system and sanitary lines in Bayamón, Cataño and Toa Baja, P.R..
- 1999- 2001 F & R Construction, CRL - Superintendent Assistant for the construction of a multistory building and parking building for Doral Financial Corporation in Hato Rey.
- 1998- 1999 ICA Miramar- Field Engineer, supervise field work of the first section of Tren Urbano Project in Bayamón, P.R.

**COURSES AND SEMINARS**

Construction Quality Management for Contractors, Corps of Engineers Training Course,  
June 12-12, 2003

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## **Fernando J Malavé Marquez, MECE, PE**

### **Professional Profile**

Fernando J. Malavé Marquez is a Civil Engineer with five (5) years of experience in construction estimates, bid evaluation, subcontract negotiations, project cost analysis and control and schedule development. Responsible for planning, coordinating, executing, supervising and managing public building projects. Prepared and reviewed submittals, change orders, certifications for payment, among other responsibilities.

### **RELEVANT EXPERIENCE**

#### **May 2013- Present**

##### **Project Engineer : Caribe Tecno, CRL**

Perform Project Engineer services at "Hospital Industrial del Fondo Seguro de Estado", a \$38 million project. Supervise the general foreman and the group leader, which have over 50 employees. Perform daily site visits overseeing the field operations and needs, and participate in project status meetings with the owner and inspectors. Also perform analysis of quote packages for materials and equipment, purchase order, contracts and submittals complying with the schedule. Scheduled construction and subcontractor activities.

##### **Project Engineer : Caribe Tecno, SE**

Perform Project Engineer services at "Hospital San Fernando de la Carolina", a \$32 million project. Supervise the general foreman and the group leader, which have over 50 employees. Perform daily site visits overseeing the field operations and needs, and participate in project status meetings with the owner and inspectors.

#### **January 2010- April 2013**

##### **Project Coordinator: Golden Builders Corp.**

Performed Project Coordinator services in the modernization of Puerto Rico Public Schools Program for "Escuela Ramon Alejandro Ayala" in Comerio, a \$5 million project. Performed weekly site visits to oversee field operations and participated in project meetings. Prepared labor productivity and cost control analyses, procurement schedules, analysis of quote packages for materials and equipment, and SWPPP reports and submittals complying with the schedule. Scheduled construction and subcontractor activities.

##### **Engineer Assistant & Estimator: Golden Builders Corp.**

Performed Engineer Assistant and Estimator services for the third phase of "Biblioteca Electronica" in Vega Baja, a \$2 million project. Participated in pre-bid meeting and performed weekly site visits. Was also responsible for the preparation of the take-off and the bid closing documents. Prepared and updated the procurement schedule, project schedule and the analysis of quote packages for materials and equipment of suppliers and subcontractors.

### **Education**

2012 - 2014

Master's Degree

Construction Engineering,

Polytechnic University of Puerto Rico,

Hato Rey

GPA 4.0/4.0

2006-2012

Bachelor of Science in

Civil Engineering,

Polytechnic University of Puerto Rico,

Hato Rey

2001-2006

Colegio San José (Rio Piedras)

### **Memberships and Professional Certifications**

Member - Board of Engineers and Surveyors of Puerto Rico (CIAPR)

Professional Engineer

License # 25466

### **Computer Skills**

MS Project

MS Word

MS Excel

MS Power Point

Primavera V6

Bluebeam Revu

### **Trainings**

OSHA 30 Hour Training in Construction Safety & Health

Quality Control by Corps. Of Engineer

Fit Testing Respirators Training by 3M



**REGNER E. MONTALVO, BSCE****ENGINEERING PROFILE**

Construction Management &  
Project Engineering  
Senior Project Management

Construction Management, Engineering and Construction  
Cost Estimating, CPM Scheduling and Control, Field  
Inspection and Testing, Quality Control, Contract  
Interpretation and Management, Value Engineering,  
Construction Project Budgeting, Cost and Schedule  
Control, Safety Compliance

Talented engineering leader offering significant record completing vertical, horizontal and underground projects in the field valued from \$1 million to \$15 million for companies such as Janssen Pharmaceutical (J&J), GAP/Foot Locker, Popular Bank, Cordis Pharmaceutical, and State and Federal Government. Solid success leading and directing subcontractors and project teams with a focus on ensuring timely completion of projects with comprehensive scheduling, estimating, reporting, control, and coordination systems.

**CAREER TRACK & PERFORMANCE DRIVERS**Project Manager - San Juan, PR (2014 – 2015)

Project Manager, (March 2014- October 2015)

Leverage PM expertise to estimate costs and manage new Hospitals expansion and improvement projects (Hospital La Concepción in San German and CFSE Industrial Hospital with Caribe Tecno General Contractors). Prepare contract documents, RFI, CPM schedule, field supervision, project logs and document control.

AIREKO CORPORATION - San Juan, PR (2012 – 2013)*Aireko Services & Installation Division*

Project Manager, (March 2012- October 2013)

Leverage PM expertise to estimate costs and manage new capital construction and tenant improvement projects (e.g., government buildings, factories, industrial buildings, multi-storied housing facilities, schools, banks, and retail). Prepare contract documents, CPM schedule, project logs and direct purchasing processes and document control.

- Achieved significant savings by completing projects ahead of time.
- Managed 80 workers and 40 external subcontractors in structure development, steel work, mechanical and electrical installations, plumbing and internal finishes.
- Controlled issuance of all materials purchase orders; received all orders on time, preventing any down time at the site.
- Developed sound relations with U.S. headquarters of retail account, resulting in the acquisition of additional projects.

*Institutional Project Division*

Project Engineer, 2012

Resident engineer for major Department of Education projects managing field activities, project resources, requisitions, QC inspections, cost controls, change orders and certificates for payments. Served as primary point of contact running weekly meetings with PM at the construction site interfacing to define and resolve problem issues.

- Managed and passed weekly inspections with local inspectors and environmental engineers.

E. MONTALVO SILVA CONSTRUCCIONES, INC. - San Juan, PR (2001 – 2012)

General Manager / Project Director, 2007-2012


Sr. Project Manager, 2003-2007

Project Manager, 2001-2003

Provided strategic leadership and technical direction of privately held, value-driven general contracting firm providing a full range of site/land development, new construction and remodeling services for the private and public sector, serving as one of 2 senior project managers directing up to 12 projects simultaneously.

Held oversight for business development, capture strategy, and client relations, detailed cost analysis and project estimates, bid proposals, contracting, construction permits, purchasing and materials management, human resources, and financial controls. Coordinated and directed work action plans, capital purchases, project scheduling and oversight, punch lists, change orders, budgeting and cost validations. Monitored project timeline, quality and safety standards, issued project status and financial reports, and completion certification.

- Promoted quality philosophy—building successful company committed to and founded on high levels of customer satisfaction.
- Advanced RFP participation, gaining multiple projects as lowest bidder while meeting revenue and profitability margins.



- Directed initiatives to maintain safety awareness at optimum levels consistent with the company's zero injury objectives.
- Revamped and updated operations – established formal human resources department, defined the first employee handbook, and led installation of Peachtree accounting system, improving payment processes, collections and material/equipment inventory control.
- Secured the company's first urban infrastructure project converting a stretch of the city's overhead electrical lines to underground.
- Led numerous Puerto Rico Industrial Development Company (PRIDCO) projects consistently delivering 5 to 6 months ahead of project timeline, earning tenant incentive.

#### SIGNIFICANT PROJECTS

##### STATE / FEDERAL GOVERNMENT

###### 21<sup>st</sup> Century School Project / Puerto Rico Department of Education

Doctor Cayetano Coll and Toste School, Arecibo, PR	\$15.0 million
Efrain Sánchez Hidalgo School, Moca, PR	\$7.0 million
David A. Cordova School, Sabana Grande, PR	\$4.3 million
<u>Puerto Rico Industrial Development Company</u>	
NYPRO Inkjet Manufacturing Facility	\$3.1 million
Multi-Use Manufacturing Facilities	\$6.3 million
<u>San German Municipal Government / Utility Infrastructure</u>	
Underground Electric Cabling, Luna Street, San German, PR	\$3.0 million
<u>U.S. Army National Guard</u>	
Fort Buchanan New Chilled Water Plant	\$1.2 million

##### INSTITUTIONAL

Pabellon de la Victoria Church, Hormigueros, PR	\$8.7 million
Inter-American University of Puerto Rico, Informatics Center, Aguadilla, PR	\$4.3 million
Metropolitan University Campus (Ana G. Méndez University System), Cabo Rojo, PR	\$3.4 million
Pabellon De Gimnasia (Mayaguez 2010), Hormigueros, PR	\$4.1 million

##### MANUFACTURING

Janssen Pharmaceutical (a Johnson & Johnson Company), Gurabo, PR	\$1.2 million
Cordis Pharmaceutical, San German, PR	\$1.7 million
Cerveceria India (India Beer), Bottle Conveyor, Mayagüez, PR	\$1.7 million

##### RESIDENTIAL / Multi-family

Ziggurat Apartments, La Parguera, Lajas, PR	\$2.1 million
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##### COMMERCIAL / Retail and Financial Services

Cooperativa de Ahorro y Credito (Savings and Credit Union), Cabo Rojo, PR	\$3.0 million
Pueblo Supermarket, Mayaguez PR	\$4.2 million
Walmart Mayagüez Mall, PR	\$6.0 million
Westernbank, San Sebastian, PR	\$1.5 million
Popular Bank, Mayagüez, PR	\$225,000.00
Walgreen s, Cabo Rojo, PR	\$3.1 millions

#### EDUCATION

**BS – Civil Engineering, 2001 (ABET Certified) POLYTECHNIC UNIVERSITY OF PUERTO RICO – San Juan, PR**

#### TECHNOLOGY SNAPSHOT

MS Office Professional, MS Project, Timberline, Quest, AutoCAD and Peachtree

#### LANGUAGES

Oral and written language proficiency in English and Spanish

*JS*

*JDA*

**ABRAHAM MEDINA-VEGA, PE, BSCE, MCE**

Urb. Vistamar Calle Lerida 1077  
Carolina, Puerto Rico 00983  
Email: a.medina@caribetecno.com

**Availability:** Job Type: Permanent  
Work Schedule: Full-Time

**Objective:** To apply civil engineering principles and construction practices on challenging and critical infrastructure projects in Puerto Rico

**Work**

**Experience:** US Army Corps of Engineers

New York District, NY United States

**07/2017 - Present**

**Hours per week: 40**

**Series: 0810 Pay Plan: GS12**

**Civil Engineer** (This is a federal job)

- Civil Engineer (Structural) in the Civil Design section
- Prepares preliminary and final structural designs
- Confers and collaborates with architect-engineers in the design and preparation of plans and specifications of new construction and rehabilitation projects; reviews their work for compliance with USACE criteria and departmental standards
- Coordinates the structural planning and design with other Engineering Division disciplines (architectural, hydraulic, mechanical and electrical)
- Advises and assists field personnel in resolving unforeseen difficulties through correspondence or occasional visits to job-sites
- Prepares and/or oversees the preparation of quantity estimates from plans and designs which are submitted to the Cost Engineering Branch
- Provide engineering support on disaster recovery efforts to FEMA and local governments

**US Air Force Reserve**

Niagara Falls Air Reserve Station  
Niagara Falls, NY United States

**10/2012 - Present**

**Hours per week: 18**

**Series: 0858 Pay Plan: Other**

**Grade: O-4**

**Bioenvironmental Engineer**

- Use of specialized survey instruments and equipment to collect samples and evaluate hazards such exposure to toxic chemicals and materials – carbon dioxide, benzene, asbestos and radiation sources.
- Provide advice on personal protective equipment, decontamination and protection procedures for equipment and facilities
- Provide information to commanders to make important decisions involving weapons systems and associated processes; building facilities; chemical, biological, and radiological issues
- Acts as medical service consultant in planning, designing, and constructing facilities. Ensure adherence to prescribed safety requirements, appropriate space access for medical equipment and compliance with occupational health and environmental controls
- Maintain liaison with local, state, and federal agencies on matters involving criteria, standards, performance specification, and monitoring related to environmental quality and occupational health matters

**US Army Corps of Engineers**  
New York District, NY United States

**06/2002 - 05/2011**  
**Hours per week: 40**  
**Series: 0810 Pay Plan: GS12**

**Civil Engineer (This is a federal job)**

- Developed preliminary and final grading layout plans and specifications for flood reduction and ecosystem projects employing CAD applications such AutoCAD, Microstation, In-Roads, ArcGIS among others.
- Reviewed detailed engineering (A/E) documents for compliance with regulations and engineering standards
- Collaborated with other engineers in the design and development of drawing plans for the structural, hydraulic and geotechnical aspects of projects.
- Responsible to reduce and process raw survey data to create digital terrain models (DTM) and prepare grading plans in accordance with flood risk reduction projects
- Performed topographic surveys using GPS-GNSS technology to review as-built ecosystem projects and monitor projects performance
- Maintained continuous contact with other divisions and provided technical assistance in the preparation of project documents to assure final project acceptability
- Performed quantity take-offs for use in preparing preliminary and detailed cost estimates
- Participated and communicated project construction issues with Federal (EPA), State (NJ-NY EPA) and local government representatives in areas related to hazardous waste handling and disposal
- Introduced innovative software and hardware tools for project designs, such interface software for transfer digital data to AutoCAD and accelerate the design process. Established the use of GPS-GNSS to monitor ecosystem projects

**PR Highway and Transportation Authority**  
San Juan, PR United States  
**Civil Engineer**

**11/2000 - 05/2002**  
**Hours per week: 40**

- Performed construction management and inspection for compliance with structural design drawings and specifications of the first heavy rail transit system in San Juan, PR. Reviewed and approved shop drawings and Mock-ups
- Conducted field inspection and shop drawing review of construction elements such steel reinforcement, structural steel, formwork, pipe installation for water, sewer, power and communications
- Performed quality assurance, quality control (QA/QC) and safety awareness
- Applied guidelines and engineering standards by assuring conformance to ASTM material specifications, ACI and local requirements. Guaranteed conformance to Federal laws on materials (Buy America) and OSHA
- Reported and discussed project construction issues with Federal, State and local government representatives
- Resolved contractor request for information (RFI), reviewed change orders, performed contract administration of the inspection services. Monitored project progress to authorize payments to contractors

**Office of Management and Budget**  
San Juan, PR United States  
**Civil Engineer**  
**Supervisor: Lizbeth Hyman (787) 768-2978**  
**Okay to contact this Supervisor: Yes**

**11/1998 - 11/2000**  
**Hours per week: 40**

- Performed damage inspection and field measurements of infrastructure and buildings affected by hurricanes and storms



- Calculated retrofitting and new construction costs estimates
- Conducted and participated in meetings with Agencies representatives to coordinate disaster site inspection
- Addressed special issues and projects preliminary evaluations and identification
- Served as liaison between the State government and FEMA to guide Municipalities and State Agencies through the steps to receive State and Federal aid after hurricane-storm disasters
- Monitored progress of Federal and State aid applicants; evaluated eligibility for funding of projects intended to provide safe housing and research initiatives directed to reduce hurricane effects on structures
- Provided training to fellow employees on the use of MS Office Suite to expedite job assignments and presentations

**PLC Consulting Engineers and Planners**  
Caguas, PR United States  
**Civil Engineer**

**08/1998 - 07/2000**  
**Hours per week: 20**

- Performed as design engineer in more than ten (10) road geometric design projects
- Prepared conceptual, preliminary and final plan design sheets and specifications
- Performed design and plans using CAD software such AutoCAD and Microstation. Applied Federal and State regulations and guidelines
- Conducted highway geometric design and required engineering related computations
- Coordinated projects phases to minimize safety hazards during construction work
- Performed project reconnaissance visits and reviewed survey data by performing field survey measurements

**PR Highway and Transportation Authority**  
San Juan, PR United States  
**Licensed engineer**

**06/1997 - 11/1998**  
**Hours per week: 40**

- Responsible to coordinate construction phases of more than fifteen projects - provided a safe and an efficient construction phases schedule
- Coordinated engineering studies with other divisions, provided technical assistance on engineering measurements, computations and specifications for the preparation of project documents
- Participated in the development of scope of work and tasks description
- Prepared design drawing plans and specifications using AutoCAD applications
- Responsible of design of highway improvements and maintenance of operations
- Reviewed detailed contractors engineering (A/E) layouts for compliance with State and Federal requirements

**Education:** -- US Air Force School of Aerospace Medicine, Wright Patterson AFB, OH

**Air Force Specialty Code (AFSC) Awarding Course: 05/2016**  
**Course:** Bioenvironmental Engineering Officer  
**Graduated with honors**  
**Hours:** 438.75 (3 mo. in-residence)

**Relevant Coursework, Licenses and Certifications:**

Chemical, Biological, Radiological and Nuclear (CBRN) health risk assessment, Environmental risk assessment, Risk Communication, Hazardous Waste Operations, Bioenvironmental Engineering Management Principles, Emergency Response Management, National Response Framework (NRF), National Incident Management System (NIMS), OSHA Hazardous Materials Awareness and Operations

-- Stevens Institute of Technology (ABET and DE Accredited) Hoboken, NJ

**Master's Degree:** 05/2010

*Jose*

*JDD*



**Major:** Structural Engineering  
**GPA:** 4.0 of a maximum 4.0  
**Credits Earned:** 30 Semester hours

**Relevant Coursework, Licenses and Certifications:**

Finite Elements, Advanced Structural Analysis, Wind Effect on Structures, Non-Destructive Evaluation (NDE), Steel Design, Earthquake Engineering, Advanced Structural Reinforced Concrete, Geotechnical Design, Bridge Design, Rail System Design

-- Univ. of Puerto Rico, Mayaguez Campus (ABET and DE Accredited) Mayaguez, PR  
United States

**Bachelor's Degree:** 12/1994  
**Major:** Civil Engineering  
**Honors:** Cum Laude  
**GPA:** 3.11 of a maximum 4.0  
**Credits Earned:** 183 Semester hours

**Relevant Coursework, Licenses and Certifications:**

Differential Equations, Differential and Integral Calculus, Statics, Dynamics, Physics, Multiple Regression Analysis, System Simulation, Engineering Materials, Mechanics of Materials I-II, Structural Analysis I-II, Steel Design, Statistics on Civil Eng Reinforced Concrete Design, Shallow and Deep Foundations, Geotechnical Eng, Highway Tracing and Curves Design, Intr. to Environmental Eng, Water Treatment and Pollution Contaminants, Solid Waste Management, Water Resources Eng, Water Distribution and Sewerage Design, Surveying I-II, Transportation and Traffic courses

**Job Related  
Training:**

- \*Basic AutoCAD
- \*Microstation Everything 3-D
- \*Introduction to GIS
- \*Code Requirements for Structural Integrity
- \*Design Regulations and Provisions for Structures-International Conference of Building Officials
- \*Design of Masonry Shear Walls
- \*High Performance Architectural Precast Concrete Walls
- \*Precast Housing Structures Design and Construction
- \*Practical Design of Bolted and Welded Steel Connections
- \*Technologies of Tunnels and Underground Construction
- \*Hydraulic and Hydrologic Considerations in Planning
- \*Cost Estimating Basics
- \*Surface Water Modeling System
- \*Snow Load Provisions ASCE 7-05
- \*Intersection Design and Channelization
- \*Hurricane Katrina" Wave Forces and Overtopping
- \*Emergency Preparedness Response course
- \*OSHA Fire Detection and Protection Certificate
- \*OSHA Cranes and Rigging Certificate
- \*OSHA Personal Protective Equipment Certificate
- \*Chemical,Biological,Radiological,Nuclear (CBRN) Emergency Preparedness Response Course

**Language Skills:**English/ Spanish

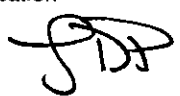
**Affiliations:**

- College of Engineers and Surveyors of PR – Member
- American Red Cross Disaster Action Team- Volunteer

**Professional Publications:** Research Paper: Methodology to Estimate Truck Factors for Flexible Pavements  
Prof. Benjamin Colucci, Ph.D., PE, Prof. Nazario Ramirez, Ph.D., PE and Abraham Medina, PE;  
Presented at Computing Research Conference and Puerto Rico Alliance for Minority Participation

**References:**

Name	Employer	Title	Phone	Email
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Jose J. Parejo Cohen	PLC Engineering	Civil Engineer, PE	(787)640- 0913	ingeplan@caribe.net
Stuart Chase	US Army Corps of Eng - Retired	Civil Engineer, PE	(561)204- 3692	Stwcha@aol.com
Juan C. Escajadillo	US Army Corps of Engineers	Civil Engineer	(917)790- 8262	juan.c.escajadillo@usace.army.mil
Mrs. Lizbeth Hyman	Department of Natural Resources- Retired	Geologist	(787)768- 2978	

**Additional  
Information:**

Professional Engineer (PE)

Honors – USAF Bioenvironmental Engineering Course

4.0 GPA - Masters Degree Structural Engineering

Cum Laude – Civil Engineering

Air Force Achievement Medal for Meritorious Service

US Army Corps of Engineers Job Performance Rating-Excellent

USACE Commanders Certificate of Appreciation – (Support in response to fall 2004 hurricanes that struck the southeastern United States)

USACE Commanders Certificate of Achievement – (For significant contributions as an integral member of the Asharoken Hurricane and Shore Protection Project recipient of the Commander's Team Work Award for 2010)

Strong and self instructed backgrounds in CAD Applications such AutoCAD, Structural Software (STAAD-Pro), Microstation, Geographic Information System (ArcGIS), InRoads, Highway Capacity Software, SIDRA, Netsim and desktop publishing MS Office Suite

Innovative and creative by taking advantage of state-of-the-art techniques and CAD applications. Ready to accept greater responsibilities.

Surveying skills using Global Navigation Satellite System (GNSS) technology

*JGE*

*JDP*

# Karla Valeria Guevara Pérez, BSCE

## EDUCATION

Polytechnic University of Puerto Rico  
BS in Civil Engineering, 2015

## WORK EXPERIENCE

2018 – 2018 Procurement and documentation manager for Tu Hogar Renace/ STEP project, 120M with Caribe Tecno, CRL  
2016 – 2018 Quality Engineer with Pratt & Whitney Puerto Rico  
2015 – 2016 Assistant Project Engineer with Caribe Tecno, CRL.  
2007 – 2009 Central Office Assistant with Bird Construction Co. Inc.

## OTHER TRAINING


Microsoft Office  
Auto CAD  
ASME Y14.5.2 Geometric, Dimensioning, and Tolerance Certified  
UPPAP Certified  
OSHA – 30 Hours Seminar, Certificate in Construction Safety  
Associate member of the American Society of Civil Engineers


## SKILLS

Dynamic, bilingual, challenge and solution driven engineer offering successful achievement of academic and project goals in demanding curriculum with high standards, using logical, systematic problem identification, and resolution skills, to arrive at practical solutions in order to exceed company goals. In-depth understanding and command of up to date technologic tools. Proficient in AUTO-CAD, Draft Sight, Blue beam Revu Extreme, Microsoft Office, SAP-2000, E-tabs, MD Solids, Sketch-Up, Civil 3D, Solumina, Net-Inspect.




## **IVIA E. SERRANO TORRES**

 URB. MIRADERO, CALLE CAMINO DEL  
Río #194 HUMACAO, PUERTO RICO  
00791

 787.240.7839

 [IVIA.SERRANO@ICLOUD.COM](mailto:IVIA.SERRANO@ICLOUD.COM)

 [LINKEDIN.COM/IVIA-SERRANO-TORRES](https://www.linkedin.com/in/IVIA-SERRANO-TORRES)

### **CERTIFICATIONS**

30 HOURS OSHA 12-602006362  
INPRENDE TRAINING - DEVELOPMENT  
OF BUSINESS IDEAS

### **SKILLS AND ABILITIES**

- MICROSOFT OFFICE
- PRIMAVERA CONTRACT MANAGER
- REVU BLUEBEAM
- AUTO CAD
- SKETCHUP PRO
- MATLAB
- VISUAL BASIC FOR APPLICATION
- USAGE OF INSTRUMENTATION AND MECHANICAL EQUIPMENT
- SALES

### **REFERENCES**

JET CONSTRUCTION  
MANAGEMENT SERVICES PSC  
JOSE L. MIRALTA ROSA, OWNER  
(787) 409-5150

CARIBE TECNOLOGIA  
ING. FERNANDO MALAVE  
PROYECCION INFER  
(787) 501-946

### **OBJECTIVE**

JOINING YOUR INSTITUTION TO PROVIDE GREATER PERFORMANCE TO THE SUCCESS OF IT AND TO TAKE ON NEW CHALLENGES THAT WILL HELP ME ACHIEVE OBJECTIVES INVOLVING PROFESSIONAL GROWTH.

### **EDUCATION**

POLYTECHNIC UNIVERSITY OF PUERTO RICO  
DEPARTMENT OF CIVIL ENGINEERING  
2013-2018 BACHELOR OF CIVIL ENGINEERING

UNIVERSITY OF PUERTO RICO, PONCE CAMPUS  
2009 - 2012 DEPARTMENT OF ENGINEERING  
ASSOCIATE DEGREE - ARCHITECTURAL DRAFTSMAN  
ASSOCIATE DEGREE - CIVIL ENGINEERING CONSTRUCTION

### **WORK EXPERIENCE**

2017-2018 CARIBE TECNO, SAN JUAN, PUERTO RICO

- TU HOGAR RENACE, INSPECTOR (8 MONTHS)

TU HOGAR RENACE IS A PROGRAM DESIGNED TO REPAIR THE DAMAGE CAUSED BY HURRICANE MARIA. IT IS A PROGRAM MANAGED BY FEMA IN COLLABORATION WITH THE GOVERNMENT OF PUERTO RICO. THE MAIN TASK IN THIS PROJECT IS TO CONDUCT RESIDENTIAL INSPECTIONS, ASSESS DAMAGES AND ESTIMATE REPAIR COSTS. AFTER REPAIRING THE DAMAGE, A FINAL INSPECTION IS MADE TO EVALUATE THE WORK DONE.

- INDUSTRIAL HOSPITAL CFSE, ASSISTANT PROJECT ENGINEER (1 YEAR)

THE PROJECT ASSIGNED TO THE GOVERNMENT OF PUERTO RICO, INDUSTRIAL HOSPITAL / CORPORATION OF THE STATE INSURANCE FUND, CONSISTS OF NEW FACILITIES OF THE BURNS UNIT, PHYSICAL THERAPY AND GENERAL SERVICES IN THE INDUSTRIAL HOSPITAL. THIS REMODELING AND EXPANSION HAD AN INVESTMENT OF 41.2 MILLION DOLLARS AND GENERATED APPROXIMATELY 500 JOBS. THE REMODELING AND CONSTRUCTION APPLY THE BRANCH OF ENGINEERING, CIVIL REMODELING AND THE CONSTRUCTION OF THE MECHANICAL SYSTEM, THE ELECTRICAL ELEMENT AMONG OTHER DISCIPLINES OF GREAT IMPORTANCE. THIS HOSPITAL IS A KEY PIECE OF THE SERVICES PROVIDED BY THE STATE INSURANCE FUND CORPORATION AND A WORKER WHO WAS INJURED OR BECAME ILL AT WORK. THE POSITION AS ASSISTANT PROJECT ENGINEER REQUIRES INSPECTIONS IN THE CONSTRUCTION AREA, INVENTORY OF ESSENTIAL MATERIALS FOR THE WORK AND EQUIPMENT, COST ESTIMATE, INSPECTION AND INVOICE OF SUBCONTRACTORS, EVALUATION OF SUBMITTALS, GUARANTIES AND INCIDENT REPORTS, REALIZE AS BUILT, MECHANICAL SYSTEM PARAMETERS CONTROL, MEETINGS OF PROGRESS, CONTROL OF DOCUMENTS, AMONG OTHERS.

2016-2017 HOGAREA CAGUAS, PUERTO RICO

- ESTIMATED AND SALES REPRESENTATIVE (7 MONTHS)


HOGAREA, A DISTINCTLY PUERTO RICAN COMPANY FOCUSED ON THE CONSTRUCTION MARKET. AMONG THE SERVICES OFFERED ARE THE DESIGN AND CONSTRUCTION OF SPACES SUCH AS KITCHENS AND BATHROOMS. THE WORK DONE FOR THIS COMPANY CONSISTS OF MAKING COST ESTIMATES OF THE SPACES DESIGNED BY AN ARCHITECT AND IN COLLABORATION WITH THE CLIENT'S INTEREST, IN ADDITION TO BE A SALES REPRESENTATIVE OF THE SERVICES OFFERED AND EQUIPMENT TO COMPLEMENT THE REMODELED SPACES.

*Handwritten signature: JDS*

## IVIA E. SERRANO TORRES

URB. MIRADERO, CALLE CAMINO DEL  
RÍO #194 HUMACAO, PUERTO RICO  
00791

787.240.7839

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 [LINKEDIN.COM/IVIA-SERRANO-TORRES](https://www.linkedin.com/in/IVIA-SERRANO-TORRES)

### CERTIFICATIONS

30 HOURS OSHA 12-602006362  
INPRENDE TRAINING - DEVELOPMENT  
OF BUSINESS IDEAS

### SKILLS AND ABILITIES

- MICROSOFT OFFICE
- PRIMAVERA CONTRACT MANAGER
- REVIT BLUEBEAM
- AUTO CAD
- SKETCHUP PRO
- MATLAB
- VISUAL BASIC FOR APPLICATION
- USAGE OF INSTRUMENTATION AND MECHANICAL EQUIPMENT
- SALES

### REFERENCES

JLI CONSTRUCTION  
MANAGEMENT SERVICES PSC  
JOSE L. IRIZARRY ROSA (OWNER)  
(787) 409 5150

CARIBBEAN TECHNOLOGY 2  
ING. FERNANDO MALAVE  
PROJECT ENGINEER  
(787) 301 2716

### WORK EXPERIENCE

#### 2015 ENER MECH

- INDOOR ENVIRONMENTAL QUALITY (IEQ DATA) OF AMERICAN INTERNATIONAL PLAZA - HATO REY, PUERTO RICO

THE "INDOOR ENVIRONMENTAL QUALITY (IEQ)" IS A CONCEPTUAL, OPERATIONAL, INTEGRAL, MODERN AND COMPLEX ADVANCE IN THE WAY OF TAKING RISKS AND SOLUTIONS. WHEN CARRYING OUT THESE INSPECTIONS WHERE THE DATA NECESSARY TO KNOW THE WORKING CONDITIONS OF THE EMPLOYEES IS COLLECTED DIRECTLY IN THE BUILDING, WE CAN DETERMINE AND ASSURE THE COMFORT AND WELFARE OF THE WORKERS AND USERS IN THE BUILDINGS, MINIMIZING THE RISK OF APPEARANCE OF ADVERSE PHENOMENA (SYNDROME OF THE SICK BUILDING, LIPOATROPHY, LEGIONELLA, ETC.), IMPROVE IN THE WORK ENVIRONMENT, INCREASE PRODUCTIVITY AND REDUCE ABSENTEEISM AND IMPROVE THE QUALITY OF MAINTENANCE OF THE FACILITIES. THE PARAMETERS THAT ARE MEASURED ARE HUMIDITY, TEMPERATURE, CO2 LEVEL AND LIGHTING.

#### 2014 - 2015 POLYTECHNIC UNIVERSITY OF PUERTO RICO UNDERGRADUATE RESEARCH PROGRAM AT PLASMA RESEARCH LABORATORY (1 YEAR)

- UNDERGRADUATE RESEARCH ASSISTANT
- MEMBER OF LABORATORY GROUP CHARGED THE OPERATION AND MANAGEMENT OF LABORATORY EQUIPMENT OF PLASMA.

#### 2012 - 2014 JLI ENGINEERING MANAGEMENT SERVICES, PSC. REMODELLING SCHOOL XXI CENTURY, ADJUNTAS, PUERTO RICO (2 YEARS)

SCHOOLS FOR THE 21ST CENTURY INCLUDES AN INVESTMENT OF \$ 756 MILLION DOLLARS THAT WERE USED FOR THE MODERNIZATION OF 95 EXISTING SCHOOLS, THE CONSTRUCTION OF FIVE NEW SCHOOLS AND THE CREATION OF SOME 14,000 NEW JOBS. THE INVESTMENT CAME FROM A SPECIAL PROGRAM OF BOND ISSUANCE UNDER THE FEDERAL STIMULUS PROGRAM ("ARRA") WHICH IS KNOWN AS QUALIFIED BONDS FOR SCHOOL CONSTRUCTION. THE PARTICIPATION IN THIS PROJECT WAS CARRIED OUT IN THE ADJUNTAS SCHOOL, PUERTO RICO AS PART OF THE REPRESENTATION OF AFI (AUTHORITY FOR THE FINANCING OF INFRASTRUCTURE OF THE GOVERNMENT OF PUERTO RICO) WITH THE CONTRACTED COMPANY TO INSPECT THE WORK JLI ENGINEERING MANAGEMENT SERVICES, PSC. THE POSITION AS ASSISTANT INSPECTOR ENGINEER REQUIRE INSPECTIONS IN THE CONSTRUCTION AREA AND CONTRACTOR, DAILY REPORTS OF PROJECT PROGRESS EVALUATION OF SUBMITTALS, GUARANTIES AND INCIDENT REPORTS, REALIZE AS BUILT, MEETINGS OF PROGRESS, CONTROL OF DOCUMENTS, AMONG OTHERS.

#### 2012 UNIVERSITY OF PUERTO RICO, PONCE CAMPUS SPORTS COMPLEX, SURVEYING AND DESIGN (6 MONTHS)

THIS PROJECT ASSIGNED UNDER THE COURSE OF PRACTICE OF THE CIVIL ENGINEERING ASSOCIATE IN CONSTRUCTION CONSISTED OF THE DESIGN, MEASUREMENT AND TOPOGRAPHY OF THE SPORTS COMPLEX FOR THE UNIVERSITY OF PUERTO RICO PONCE CAMPUS. IN THIS PROJECT THE NEED OF THE UNIVERSITY WAS SOUGHT TO BE ABLE TO CARRY OUT THE PROJECT AND IN ADDITION, IT WAS DETERMINED WHAT SHOULD BE THE FILLING AND CUTTING OF THE LAND TO PERFORM THE LEVELING OF THIS TO CARRY OUT THE CONSTRUCTION IN THE FUTURE.

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**ROBERTO CAMACHO MARTINEZ**  
**ESTIMATOR**

**EDUCATION**

University of Puerto Rico - 1983  
Colegio Universitario Tecnológico of Bayamón

**ASSOTIATE DEGREES**

Tecnología Ingeniería Civil en Construcción (Diseño Estructural)  
Tecnología Ingeniería Civil en Agrimensura y Carreteras

**ADDITIONAL COURSES**

Study and Design of Highways  
Soil Laboratory (ASTM)  
Study and Design of Sanitary and Water Distribution Systems  
Basic Programming in Micro Computers for Civil Engineering

**PROFESSIONAL EXPERIENCE**

Caribe Tecno, Inc. - Manager of Cost Estimating Department  
A & R Construction Co. - Project Manager  
Servicios Técnicos en Ingeniería y Construcción Civil- Professional Services  
Continental Construction Co. - Department of Cost Estimating  
MEC Steel Buildings, Inc., Chief Purchasing and Cost Estimating Department  
American Agencies Co., Inc. - Sales and Estimating Department  
Wadco Engineering, Co. - Drawing Department

**COURSES AND SEMINARIES**

Construction Cost Estimating on Microcomputers, 1992  
CPM and its Application in Time Delays Claims, 1992  
Nibco (Hydrapure System), 1993  
EPA Seminary of Storm Sewer Discharges Regulations, 1994  
Window Programs, 1994  
Microsoft Word 6 for Windows  
Construction Quality Management, 1995  
TQM for Governmental Work, 1995  
Conspec Products, 1996  
Construction Management, 1996  
Expedition, Miami Micro Data, Inc., June 21-23, 2000  
Seminario Reglamentos Junta de Calidad Ambiental, January 20, 2000  
Instalación de Pisos, May 18, 2001

AUTOCAD, Conceptos Básicos, May 21, 2001  
El Uso de Acero Estructural para Edificaciones, June 30, 2001  
Construction Quality Management for Contractor, August 22, 2001  
Conceptos Avanzados de AUTOCAD 2000, October 9, 2001  
Primavera Contract Manager, September 26, 27, & 28, 2007  
AUTOCAD Civil 3-D 2009, October 28-30, 2008

## **ASSOCIATIONS**

The Association for the Advancement of Cost Engineering. Full Member  
No. 16462

The Construction Specifications Institute, February 2003

*JS*

*SD*

**DWIGHT S. PAGAN MELENDEZ**  
**LAND SURVEYING & GEO PHYSICAL CONTROL**

**EDUCATION:**

Polytechnic University Of Puerto Rico, San Juan Campus  
Land Surveying and Mapping, Bachelor Degree, 1998

**PROFESSIONAL EXPERIENCES:**

CARIBE TECNO, CRL, SAN JUAN PUERTO RICO / Nov. 1999 – Present.

Surveyor Manager at

Manatí Medical Centel Parking Building and Offices Building  
Manatí, P.R.

District of Puerto Rico Convention Center, San Juan, P.R.

COSVI, Río Piedras, San Juan, P.R.

TU Tren – Sagrado Corazón Station and Nuevo Centro Station  
in Hato Rey, P. R.

Pier #4, Cruise lines Terminal, San Juan, P.R.

Plaza Minillas, Centro Gubernamental Minillas, San Juan,  
P.R.

Museo de Arte de Ponce, Ponce, P.R.

Parque Santurce, Santurce P.R.

La Gran Ventana al Mar, Condado, San Juan, P.R.

Torre Medica, Hospital San Lucas, Ponce, P.R.

Casillas de Palmas, Palmas del Mar, Humacao, P.R.

Escuela Rafael M. Labra, Hato Rey, San Juan, P.R.

Parque de Los Niños, Santurce, San Juan, P.R.

HERIDEL INC., SAN JUAN, PUERTO RICO / May 1995 – Nov. 1999

Surveyor at

Encantada, Trujillo Alto, P. R.

Estancias de La Sabana, Arecibo, P.R.

Mansiones del Lago, Toa Baja, P.R.

Windham Hotel and Casino, San Juan, P.R.

Hyatt Cerromar, Dorado, P.R.

Fort Allen, Juana Díaz, P.R.

ING. JORGE COLON, SAN JUAN, PUERTO RICO / Dec. 1994 – May 1995

Party Chief

Collect data for as built, topographies, cross sections, survey plans and stake  
out for construction and earth works.

*JDP*  
*JGE*



## **COURSES AND SEMINARIES:**

OSHA Safety and Health in Construction (30 Hours.)  
OSHA 300  
Basics Concepts of AutoCAD 2000  
Gerencia de Proyectos  
Primevera Contract Manager Rel. 11.1

## **SPECIAL QUALIFICATIONS:**

Full knowledge and experience operating:

*Surveying Instruments:*

Nikon and Topcon Total Station.

TDS Data Collector with Recon and HP 48 GX.

All kind of Level instruments.

*Computer programs:*

Survey Programs;

Autodesk Land Desktop 2005, Land XML  
2005 TDS Survey Work (Fore Sight DXM  
and Survey Link) COGO by Softdesk, Inc. S  
7.2, Civil 3-D 2009

Drafting Programs;

Auto CAD R2009, Civil 3-D 2009

Spreadsheets Programs; Excel 2003

Word Processors Program;

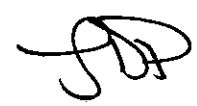
Word Perfect, Microsoft Word 2003

Presentation Programs;

Power Point 2003

Management Programs;

Primavera Contract Management  
Rel. 11.1



# RAÚL MELÉNDEZ APONTE

## **Perfil**

Sobre 25 años de experiencia en el campo de la construcción en general, supervisión de múltiples proyectos desde su inicio hasta su terminación. Experiencia en hormigones, electricidad, plomería y aires acondicionados. Además vasta experiencia en inspección de edificios como parte del cierre y entrega de los proyectos.

## **Experiencia Profesional**

Caribe Tecno, CRL – marzo 2014 al presente  
Superintendente de Obra

Golden Builders – Guaynabo, Puerto Rico  
Superintendente de Obra  
1988-2013

- Escuela Siglo XXI - Comerio, PR
  - Remodelación y Construcción de salones de clases
- Egida en Ponce – Ponce PR
  - Construcción de Edificio de 7 plantas en Hormigón, Estructura de apartamentos e instalación de equipo para cada apartamento, electricidad y plomería
  - Inspección y Cierre de proyecto
- Urbanización Santa Elena – Arroyo, PR
  - Remodelación de Casas, albañilería, electricidad y plomería
  - Inspección y Cierre de proyecto
- Urbanización Los Laureles Fase I Fase II y Fase III - Ponce
  - Construcción de viviendas
  - Inspección y Cierre de proyecto
- Universidad del Turabo - Yabucoa, PR
  - Construcción de Edificio de Ingeniería y salones de Clases, Instalación de Equipos
  - Inspección y Cierre de proyecto
- Colegio del Este – Carolina, Puerto Rico
  - Construcción de Escuela Hotelera e Instalación de Equipos
  - Inspección y Cierre de proyecto
- Universidad Metropolitana – Rio Piedras, PR
  - Construcción de Teatro, instalación de equipos, electricidad y aire acondicionados
  - Inspección y Cierre de proyecto
- UPR Carolina
  - Construcción de Edificio de Ciencias Naturales instalación de equipos, electricidad y aire acondicionados



- Inspección y Cierre de proyecto
- La Puerta de Carolina
  - Construcción de Puente Peatonal
- Schering Plough – Manatí, PR
  - Construcción de Edificio de Controles
- Marine Operation Center – San Juan, PR
  - Construcción de Edificio de Seguridad y Muelle
- Universidad del Turabo -- Caguas, PR
  - Edificio de Ingeniería
- LAP – Rio Piedras, PR
  - Construcción de Edificio de Oficina y Talleres de reparación para aires acondicionados

### **Destrezas y habilidades**

- ✓ Lectura de Planos
- ✓ Inventario
- ✓ Compra y Alquiler de Materiales y Equipo
- ✓ Mantenimiento y Control de Equipos
- ✓ Supervisión de personal
- ✓ Estimados
- ✓ Manejo de órdenes de Compra
- ✓ Manejo y supervisión de subcontratistas
- ✓ Nómina
- ✓ Licencia para manejo de Equipo pesado
- ✓ Conocimiento en Normas y regulaciones (OSHA)

### **Educación**

UPR Bayamón

Técnico de Seguridad Industrial

1984

Escuela de Estudios Multidisciplinarios Buchanan

Diseño de Interiores

1982

### **Cursos Adicionales**

- ✓ Osha

*Loge*

*SDP*

# JORGE H. RIVERA CRUZ JR.

## PROFESSIONAL SUMMARY

Vast experience as Superintendent and Land Surveyor in Construction.

## SKILLS

- Great Computer Skill and Knowledge in basic desktop programs.
- Supervision and Analytic Skills.
- Microsoft Office (Word, Excel, Power Point and Outlook)
- Auto Cad
- Driver License Cat 8, CSP and TWIC

## EXPERIENCE

1996 – July 2014 Land Surveyor and Superintendent at *Cue & Lopez Construction Inc.*

- As-built survey
- Cadastral or Boundary surveying
- Control Surveying
- Leveling
- Measure survey
- Stakeout, Layout or Setout ( Building, Wall, Street, Foundation, etc. )
- Topographic survey
- Stakeout the location of any structure or object with elevation.
- Stakeout and supervised Storm Sewer and Sanitary infrastructures of project.
- Stakeout and supervised the gutter and sidewalk of project and prepared the street area for concrete or asphalt finishing.
- Supervised the entire project construction.
- Supervised Earth Movement
- Supervised and coordinate personal field work.
- Prepared journal time sheet.
- Prepared Request for Checks for Subcontractor.
- Calculated the concrete for each activities.
- Communication with the different suppliers and subcontractors.

Project Worked, at **CUE & LOPEZ CONSTRUCTION INC.** in Puerto Rico.

- July, 2017 to Present – Caribe Tecno, CRL - Foreman
- June – July 2014 Demolition of Borrero Old Building, (*Bayamón*)
- 2013 – 2014 Bayamón Science Park
- 2012 – 2013 Luis Pales Matos Special Education K-12 School, (*San Juan*)
- 2011 – 2012 Josefina De Bernier Middle School, (*Patillas*)

Jose Horacio Cora Middle School, (*Arroyo*)

Rafael Lopez Landron High School (*Guayama*)

- 2010 – 2011 San Agustin Public Housing, (*San Juan*)



Puerta De Tierra Public Housing (*San Juan*)

- 2007 – 2010 Jose De Diego Elementary Green School (*Dorado*)
- 2005 – 2007 Casa Maggiore Walk-up Apartments, (*Guaynabo*)
- 2004 – 2005 Grand Palm II Housing Development, (*Vega Alta*)
- 2003 – 2004 Laguna Garden Walk-up Apartments, (*Isla Verde*)
- 2002 – 2003 Monte Los Frailes Walk-up Apartments, (*Guaynabo*)
- 2001 – 2002 Paseo Rocio Walk-Up Apartments, (*Cupey*)
- 2000 – 2001 Montes Los Frailes Walk-up Apartments, (*Guaynabo*)
- 1998 – 2000 Quintas de San Fernando Town Houses, (*Carolina*)
- 1997 – 1998 Quintas de Baldwin Walk-up Apartments, (*Bayamón*)
- 1996 – 1997 Paseo Sereno Housing Development, (*Los Paseos, Cupey*)

## **EDUCATION**

1992 – 2001 Bachelor of Science in Land Surveying and Mapping,  
“Polytechnic University of Puerto Rico”

*John*

*JDP*

## **MAJOR CONSTRUCTION EQUIPMENT**

*ghe*

*JDP*

**MAJOR CONSTRUCTION EQUIPMENT  
C.T.E., INC.**

DESCRIPTION	QUANTITY
Skytrack Lull 644 36' Gross 20 T., Lift 6,000 lbs.	1
Skytrack Lull 644 42' Gross 20 T., Lift 6,000 lbs.	1
Skytrack Lull 844 42' Gross 20 T., Lift 6,000 lbs.	1
Platform Low Bed 25 T.	1
Ford F-350 Platform	1
Ford F-450 Tumba	3
Ford F-150 Pick-up	1
Dodge Ram 2500 Servi-body	1
Chevy S-10 Pick-up	2
GMC Pick-up	1
Step Van	1
Office Vans 10' x 28'	1
Office Vans 10' x 24'	2
Office vans 10' x 40'	2
Warehouse Vans 10' x 40'	7
Warehouse Vans 10' x 20'	1
Electric Generator 80K	1

*File*

*SIDP*

## CONTRACTS ON HAND

*Be*

*SDP*



## CONTRACTS ON HAND

As of December 31, 2018

### CARIBE TECNO, CRL

#### Hospital Industrial CFSE, Medical Center, San Juan, P.R.

Corporación del Fondo del Seguro del Estado- Owner

Soltero Muñoz + Irizarry, JV2- Architect

Contract Amount	\$42,806,704.23
Percent of Completion	98.51 %
Projected Date of Completion	June 30, 2019

#### Comprehensive Modernization Jardines del Paraíso Public Housing Project, San Juan, P.R.

Puerto Rico Public Housing Administration- Owner

Design Group, PSC- Architect

Contract Amount	\$14,625,322.64
Percent of Completion	73.06%
Projected Date of Completion	May 9, 2020

#### Contract for Construction Repair Work DOH-RFP-17-18-03

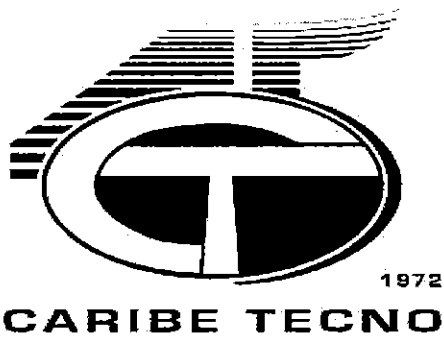
FEMA Disaster Recovery Program STEP

Puerto Rico Department of Housing

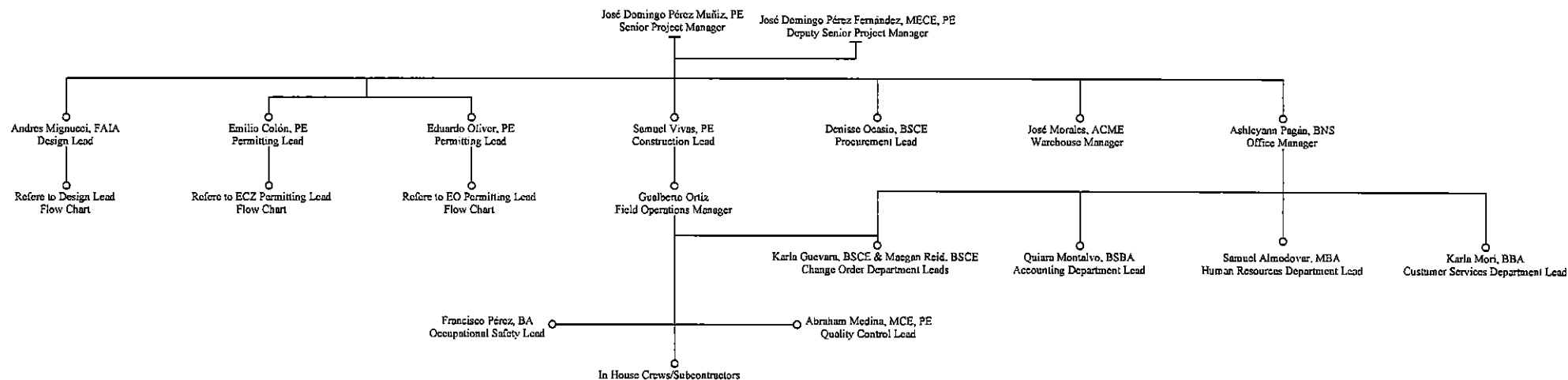
Contract Amount	\$120,000,000.00
Percent of Completion	100%
Projected Date of Completion	December 31, 2018

*JS*

*JDP*



# Organizational Chart



*Handwritten signatures and initials:*

- Signature: *ASD*
- Signature: *Alc*

Exhibit A-2 Qualifications and Work Approach Proposal Checklist  
CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

TAB 4  
Organizational Chart  
4.2 Lead Design Manager

As to fully comply with Request for Proposal Homeowner Repair, Reconstruction, or Relocation Program Construction Managers, respondent hereby provides information of their corporate structure, lines of responsibility and authority for the Lead Design Manager.



**LEAD DESIGN MANAGER**

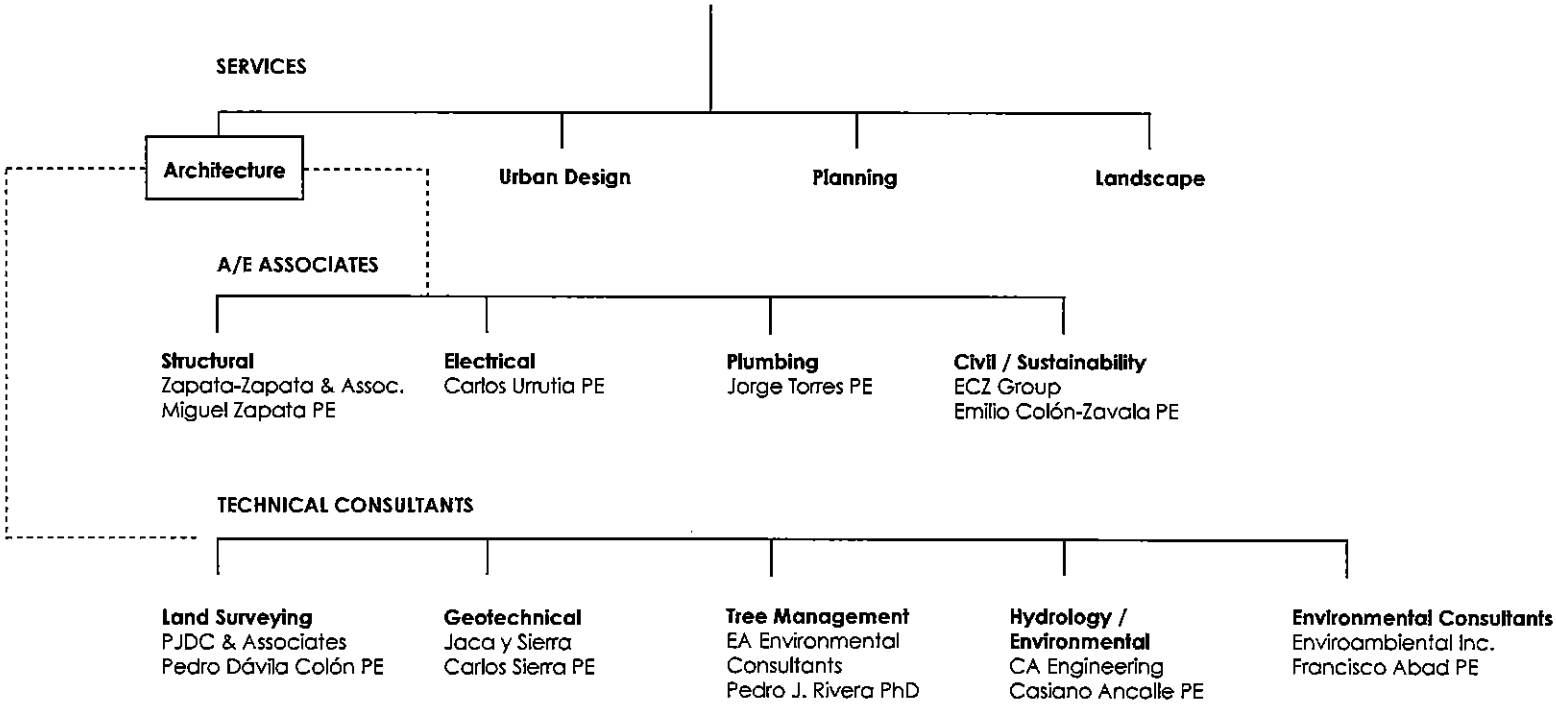
Organizational Chart

**ANDRÉS MIGNUCCI ARQUITECTOS**

csp

**Andrés Mignucci FAIA**

President /  
Principal in Charge



*JDP*

*AM*

TAB 4

## Organizational Chart

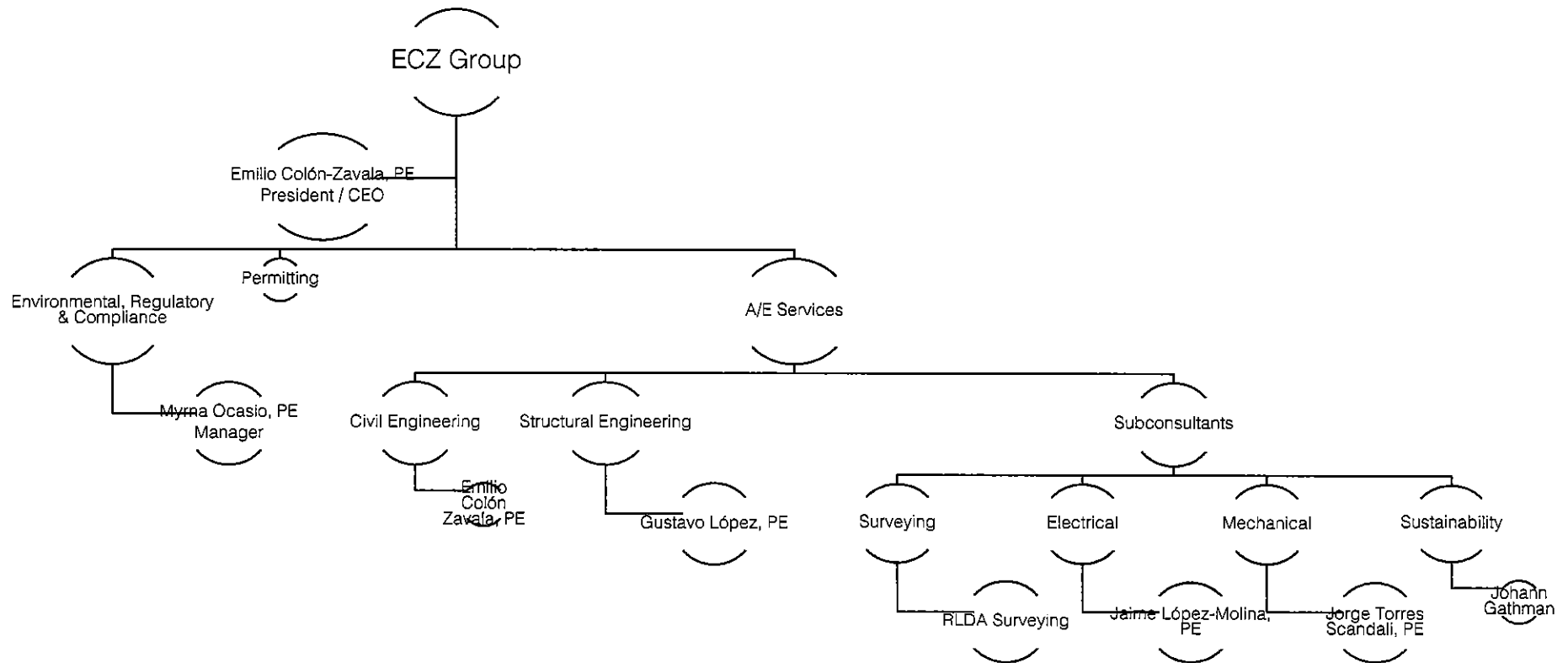
### 4.3 Permitting Lead Manager

As to fully comply with Request for Proposal Homeowner Repair, Reconstruction, or Relocation Program Construction Managers, respondent hereby provides information of their corporate structure, lines of responsibility and authority for the Permitting Lead Manager.

A handwritten signature in black ink, appearing to be "JHE".A handwritten signature in black ink, appearing to be "STB".



## ecz group organizational chart



*[Handwritten signatures]*



## 1-STORY / 3BD STANDARD MODEL HOME DESIGN PACKAGE

**CDBG R3 PROGRAM**

**CARIBE TECNO CRL**

*Level 1 Program Manager*

**ANDRÉS MIGNUCCI ARQUITECTOS**

*Design Lead*

15 January 2019

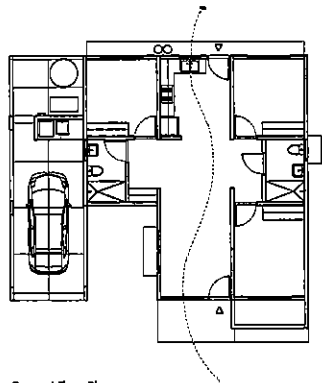
© Andrés Mignucci Arquitectos &  
Caribe Tecno CRL, 2019

### **R3 PROGRAM**

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS  
15 JANUARY 2019

Model Home MH-1FL/3BD / page 1

## 1-STORY / 3BD STANDARD MODEL HOME DESIGN NARRATIVE



Ground Floor Plan

### Introduction

The design of the MH-1FL/3BD Standard Model Home for the R3 Program is aimed at providing a comfortable, secure, resilient, and sustainable home for the Puerto Rican family. The 1,044 sq ft house features the familiar components and spaces of a single-family detached house — front porch, living and dining room area, kitchen, three bedrooms, and two bathrooms. In addition, it includes a covered carport with a utility closet that houses the laundry area (see items I and II).

The homeowner will be able to choose from alternative façade treatments and the color scheme of a number of exterior and interior finishes from the options and combinations provided (see items III).

The design, materials and construction methods proposed ensure a construction process which is both time and cost efficient. More importantly, considerations of sustainability are weaved as an integral part of the construction process itself (see items IV, V and VI).

Finally, the design of the model home will comply with all applicable Puerto Rico and Federal codes and standards. With regards to the Green Sustainability Standards, the project will follow the ICC / ASHRAE 700-2015 National Green Building Standard (see item VII and IX).

### I Design Strategies

The design of the MH-1FL/3BD Standard Model Home is based on a 3-bay concrete structure. Each bay has a clear width of 10'-0" and 8'-0" high. The central bay houses the daytime, public areas of the house — living, dining, and kitchen — as a continuous flowing space. This design strategy maximizes the use of natural light and cross-ventilation. Doors at both ends serve to connect the front and rear patios. The other two bays carry the sleeping quarters and bathrooms — two bedrooms with a bathroom in one, and the third bedroom with bathroom in the other. The 'short' bay yields an exterior front patio that the family may use for landscaping or an exterior living area.

The covered carport is also based on a 10'-0" wide and 8'-0" high bay. As conceived in the design, it will be attached to the short bay, conforming the exterior patio space previously discussed. However, its final position with respect to the house will be contingent on the specific site conditions of each lot. The carport may be attached to the house or detached all together depending on the site and access configuration and dimensions. The carport is provided with a 3'-0" deep x 6'-6" wide closet that houses the laundry area and storage. A utility yard / concrete pad in the rear yard behind the carport will accommodate the 600-gallon cistern and pumps and the owner-supplied future emergency generator and transfer switches. A solar heater will be installed on the roof.

The design of the house follows the use and application of Universal Design principles and methodology. These are summarized in its 7 basic principles: 1) Equitable Use, 2) Flexibility in Use, 3) Simple and Intuitive Use, 4) Perceptible Information, 5) Tolerance for Error, 6) Low Physical Effort, and 7) Size and Space for Approach and Use. Of these, numbers 1, 2, 3 and 7

are particularly applicable to the design of homes.

In this spirit, the design of the MH-1FL/3BD Standard Model Home is useful and marketable to people with diverse abilities. The design avoids segregating or stigmatizing any users. It provides for privacy, security, and safety equally available to all users. The design accommodates a wide range of individual preferences and abilities. The design provides choice in methods of use. The house in its spaces and particularly in its bathroom and kitchen layouts accommodates right or left-handed access and use. The clarity of design and spatial layout eliminates unnecessary complexity, often confusing and disorienting, particularly for elderly residents.

The design of the MH-1FL/3BD Model Home together with the 2-BD and 4-BD models forms part of a theme and variation design strategy yielding efficiencies in production cost as well as the time of construction, while rendering units which are functional and aesthetically pleasing as well as secure, sustainable and resilient.

Depending on the final lot and site configuration, the house can be easily adapted to a zero-lot line condition as well as to rural, suburban and urban contexts.

### II Spatial Distribution and Layout Functionality

The MH-1FL/3BD Model Home has a total of 1,044 gross square feet excluding the carport. The spatial distribution of the house is divided into two main realms — one bay carries the living areas, the other two hold the sleeping quarters and bathrooms. The orientation of the bays is fundamentally front-back with door and principal window opening on the ends. The open space layout of the 'living bay' ensures both the incorporation of natural light and cross ventilation. In this bay, the lighting receptacles are placed in the center of the ceiling to allow for even illumination of the space at night-time or the future incorporation of ceiling fans by the resident. The layout of the sleeping quarters combined with bathrooms in each bay maximizes privacy while ensuring accessibility. All doors are 36" wide complying with the 32" clear opening requirement established by code. The bathrooms ventilate naturally through windows in the long side-walls. Room and space dimensions conform to or exceed the sizes required in the RFP. These are as follows:

Area / Space	required	provided
Front Porch	60 sq ft	66 sq ft
Living-Dining Area	240 sq ft	296 sq ft
Kitchen	90 sq ft	110 sq ft
Bedroom 1	130 sq ft	130 sq ft
Bedroom 2	110 sq ft	110 sq ft
Bedroom 3	110 sq ft	110 sq ft
Bathroom 1	45 sq ft	50 sq ft
Bathroom 2	45 sq ft	50 sq ft

### R3 PROGRAM

CARIBETECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

Model Home MH-1FL/3BD / page 2



The total minimum area required is 1000 square feet (gross). The proposed model home has an area of 1044 square feet (gross).

The open carport has an area of 285 sq ft (10'-6" x 26'-6"), which includes a closet for laundry and storage areas. A concrete area measuring 8'-6" x 10'-6" serves as an equipment pad to accommodate the installed cistern/water storage system and the owner provided emergency generator. The proposed configuration between the house and the carport conforms a 135 sq ft patio for use by the residents as a landscaping, planting or as an exterior patio space. Exterior areas will be provided with grass extending 10 feet around the dwelling structure. Three new trees will be planted as a sustainable measure contributing to the island's reforestation. These may be native trees or palms or fruit trees, depending on availability. Final configuration of lawn area will depend on the specific configuration of each site.

### III Homeowner Customized Options

The homeowner will have a direct participation in the selection of a number of finish colors schemes. Three alternatives for each of the following components for the owner to choose from will be provided:

#### *Façade Alternatives*

#### *Exterior Paint Color Scheme*

#### *Interior Paint Color Scheme*

#### *Ceramic Tile Floor Finish*

#### *Kitchen Cabinet and Countertop Color Scheme*

### IV Materials

The house is built out of reinforced concrete meeting the code requirements for hurricane and seismic forces. The exterior door and window assemblies combine an aluminum Jalousie window with a fixed-glass transom. The glass transom ensures the incorporation of natural light into the unit while the 6" louvers pivoting on a 1/2" security bars serve as a built-in storm shutter. The homeowners can, therefore, save from investing in storm shutters and on the traditional 'rejas' used to provide security. The materials selected are strong, durable, and resistant to mold. The house is by design, resilient and secure.

The cement used in the production of the concrete for the house will have local provenance. While the aluminum and glass for the windows and doors are imported, their assembly and manufacturing will be to the greatest extent possible of local production. The roofing assembly will also be of local fabrication. The house structure and building envelope will, therefore, be of local materials and manufacturing, one of the tenets of sustainability and support to the local economy.

The finish surface of walls and ceiling will use fiber cement high-performance form-work panels finished with a fine cementitious finish and locally manufactured quality paint, all locally

manufactured. Major material components are as follows:

**Structural walls, floor, and roof slab:** reinforced concrete

**Non-Structural Interior Walls:** Drywall Partitions

**Wall and Ceiling Finish Surface:** fiber cement panels finished with a fine cementitious finish, primer and two coats of paint, locally manufactured.

**Paint:** Primer and two-coats of locally manufactured quality paint

**Exterior Doors and Windows:** aluminum and glass

**Interior Doors:** Semi-Solid Wood Doors, locally manufactured.

**Hardware:** Steel and brass residential quality hardware / chrome finish

**Floor Finish:** ceramic tile with 3" CT base

**Wall surface at the shower:** glazed ceramic tile on three walls - 6'-0" high

**Kitchen Cabinets:** laminated plywood and/or PVC cabinets with plastic laminated preformed locally fabricated countertops

**Kitchen Surface:** glazed ceramic tile above counter to the underside of the top cabinet

**Closet Units:** 6'-0" wide prefabricated closet units

**Lighting Outlets:** ceramic lampholder with LED lamps

**Electric Stove Outlet:** 120/240v outlet

**Roofing:** EPS Insulation Installed as part of the slab/roofing assembly to comply with Building Energy Code thermal insulation requirements, tapered as to provide required slopes. Overflows will be provided for roof drainage.

**Roof Weatherproofing System:** Modified Bitumen Membrane or Polymer/Silicone Applied Membrane with a 10-year bonded guarantee.

**Driveway, Carport, and Equipment Pad Floor Surface:** Broom Cement Finish

**Lot Exterior:** Hydroseeded Bermuda grass lawn in Front Area, yards and rear yard extending 10 feet around structure with three native ornamental trees, palms, and/or fruit trees.

#### Bathroom, Kitchen and Laundry Equipment

Toilet: 1.3 gals Low Consumption Dual Flush Toilet

Lavatory: Pedestal Lavatory with faucet

Shower base: 60 x 36 Prefabricated Shower Base

Kitchen Sink: 2-Bowl Stainless Steel Sink

Laundry Sink: 20 x 24 Wall-Mounted Thermoplastic Utility Sink

#### Bathroom Accessories

Paper Holder

Shower Rod

Medicine Cabinet with mirror

Soap Holder at Shower

Towel Rack

Towel Ring

#### Equipment furnished and installed:

4-burner Gas Stove with Oven

### R3 PROGRAM

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

Model Home MH-1FL/38D / page 3

Energy-Star Refrigerator  
Energy-Star Stackable Washer & Dryer Combo  
600-gallon PVC / UV Resistant Water Storage Tank  
Solar Water Heater

Connections included:

Rough-in Connection for future Photovoltaic Panels in Roof  
Rough-in Connection for future Emergency Generator and Transfer Switch  
Rough-in Connection for future AC-Minisplit units in bedrooms  
Reinforcement for future Grab Bars at bathroom

**V Construction Methods**

The MH-1FL/38D Standard Model Home utilizes a number of innovative construction methods to promote 1) cost-effectiveness in production, 2) time effectiveness in construction, and 3) strategic resilience and sustainability.

The house, built of locally produced reinforced concrete, will be cast-on-site utilizing a shop assembled fiber cement panel as formwork for its structural walls and roof. The assembled wall panels will arrive on with its structural reinforcement, and any electric and/or plumbing assemblies. The formwork panels will not be removed since they will serve as the finish surface for both walls and ceiling. The use of the fiber-cement panels yields a number of important benefits: 1) It will accelerate the time of on-site formwork assembly prior to casting reducing the customary construction time; 2) they will be kept, serving as the finish surface providing a smooth finish which eliminates the costly and messy cement plaster finish habitually used in construction in the island; 3) The use of the fiber cement panels adds R-value to the wall and ceiling assemblies increasing their thermal capacity against solar radiation through material transference, and 4) reduces construction waste by maintaining the formwork as finish material — a fundamental principle of sustainability. This would be material that otherwise would end up in landfill sites.

The walls will be cast over a continuous 8" mat-foundation. This condition, however, may vary depending on site and soil conditions. The concrete in the mat foundation will use a self-compacting cement mix with fiber admixtures that will provide correct placement, malleability, high mechanical resistance and durability, and a significant reduction in the vibration process.

The roof will be cast using a fiber cement panel as base with an EPS - expanded polystyrene insulation, over which a concrete roof slab will be cast. On top, a modified bitumen waterproofing membrane or, alternately, an applied silicone polymer membrane, will be installed. The roofing assembly will have a 10-year bonded guarantee and will comply with Building Energy Code thermal insulation requirements.

Finally, as previously mentioned, the use of aluminum and glass fenestration system with integral security bars will ensure both resilience and security for the property and the homeowner.

These construction strategies are supported by a design, which is rationally dimensioned and modulated to ensure a high degree of efficiency in cost and construction time while rendering quality, durability, and comfort.

**VI Time of Construction**

The construction of the house will be completed within the 120 days as required in the RFP pending any unforeseen site conditions or adverse natural, climate, and weather events.

**VII Green Building Practices**

The project will follow the ICC / ASHRAE 700-2015 National Green Building Standard.

**VIII Resilience and Sustainable Design Considerations**

The MH-1FL/38D Standard Model Home approaches sustainability and resilience by utilizing a number of passive design strategies, material selection, and incorporation of equipment that gives the homeowner the capacity to manage in times of environmental crisis. At the same time, these strategies are directed to reducing energy and water consumption, initiatives that will result in lower utility bills (AEE and AAA) for the homeowner.

The following design strategies have been incorporated in the design of the MH-1FL/38D Standard Model Home.

Resilience: The lessons learned from Hurricane Maria suggest that new construction in Puerto Rico must not only be sustainable, but must also be resilient. Resilience implies the inherent capacity to recover quickly from difficulties. In the case of a tropical island in the Caribbean susceptible to hurricanes and tropical storms, it involves the capacity to resist and to manage in events of environmental crisis and their aftermath. Specific strategies that contribute to a built-in resilience in the MH-1FL/38D Standard Model Home include:

- Concrete construction for durability, hurricane and seismic resistance.
- Aluminum Jealousies with integral security bars for durability, security and hurricane resistance.
- Gas Stove for cooking in times of electrical power interruption.
- 600-gal cistern water collection system for use in times of interruption of water service.
- Solar water heating for use in times of electrical power interruption.
- Connection for Emergency Generator and Photovoltaic Panels for use in times of power outages or environmental crisis.

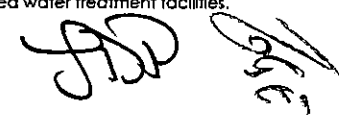
Water Efficiency and Conservation: The 600-gallon water storage tank will allow the possibility of storing water for moments of emergency and for use for site irrigation. Efficient plumbing fixtures will be specified to reduce the use of potable water, and also reduce wastewater quantities to minimize the burden on already overflowed water treatment facilities.

**R3 PROGRAM**

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

Model Home MH-1FL/38D / page 4



- 600-gal cistern water storage and recollection.
- Use of efficient plumbing fixtures such as the 1.3-gal dual flush water efficient toilets

Energy Efficiency and Atmospheric Quality: Building envelope requirements, material and equipment incorporate strategies and construction methods that are not only environmentally responsible but will produce savings in energy bills.

- Use of natural light reduction of energy loads
- Solar water heating for reduction of energy loads
- Gas Stove for reduction of energy loads
- Use of Energy Star efficient appliances
- Increased R Value in Walls through use of cement fiber panels
- Increased R Value in Roof through use of rigid insulation and cement fiber panels.

Materials & Resources: The project has been conceived as to limit construction waste to a fraction of conventional construction, significantly reducing the amount of waste generated during construction that ends up in the landfill. The use of locally produced, manufactured or assembled materials and components promotes the local economy. While in Puerto Rico there are significant limitations to what local materials are available, this project intends to maximize the use of locally available materials to the greatest extent possible.

- Use of local products and materials (cement, paint, door and window systems, cement finishes, EPS insulation, coatings, sealants and roofing materials).
- Reduction of construction related waste through the preservation and use of fiber cement formwork panels as finish material.
- Application of a waste management and materials recycling plan during construction

Indoor Environmental Quality: This category offers the most benefits to home owners in terms of health and comfort. Low emitting locally manufactured paints, coatings, sealants, and adhesives (zero or low VOC materials) will be incorporated in the design and construction process. At the same time, the homes are designed to maximize daylight and views to the outside and the use of natural cross-ventilation.

- Use of natural light
- Use of natural and crossed-ventilation
- Use of zero or low VOC materials

#### **IX Codes and Standards**

The project will follow all applicable Puerto Rico and Federal codes and standards including, but not limited to, the Puerto Rico Building Code, the International Building Code, the American Disabilities Act (where required), NFPA 101 Life Safety Code, Puerto Rico Firefighters Code, the Joint Regulation for Project Evaluation and Permitting, the Building Energy Code together with the standards established by ANSI, NEC, NFPA, ASHRAE, ACI and HUD.

#### **R3 PROGRAM**

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS  
15 JANUARY 2019

Model Home MH-1FL/3BD / page 5

*Handwritten signatures:*  
JMC  
JDP

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Caribe Tecno CRL, 2019

#### R3 PROGRAM

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS  
15 JANUARY 2019

Model Home MH-1FL/3BD / page 6

## 1-STORY / 3BD STANDARD MODEL HOME DESIGN PACKAGE

### INDEX

- 1 GROUND FLOOR PLAN & ROOM LEGEND
- 2 ROOF PLAN
- 3 SECTIONS
- 4 SECTIONS
- 5 ELEVATIONS
- 6 ELEVATIONS
- 7 PERSPECTIVE VIEW
- 8 3D VIEW OF FRONT FAÇADE
- 9 3D VIEW OF LIVING ROOM / DINING ROOM INTERIOR
- 10 3D MODEL
- 11 3D MODEL



# GROUND FLOOR PLAN & ROOM LEGEND

## Room Legend

L/D	living / dining room
K	kitchen
BD1	bedroom 130 sq ft
BD2/3	bedroom 110 sq ft
B	bathroom
FP	front porch
CP	carport

## Abbreviations

PG	propane gas tank (by owner)
W/D	washer / dryer (by owner)
TS	transfer switch (by owner)
EG	emergency generator (by owner)
C	cistern
SWH	solar water heater
R	refrigerator
CL	closet

## Notes:

The drawings illustrate the design layout of the open carport to be included part of the model home. Its final position and orientation with respect to the house and the lot may vary depending on the site conditions of each land parcel.

Design layout of front façade including front porch, planter, and eave may vary depending on 'front façade alternatives.'

Except for grass required, other landscaping work is shown for visualization purposes and is not to be deemed included.

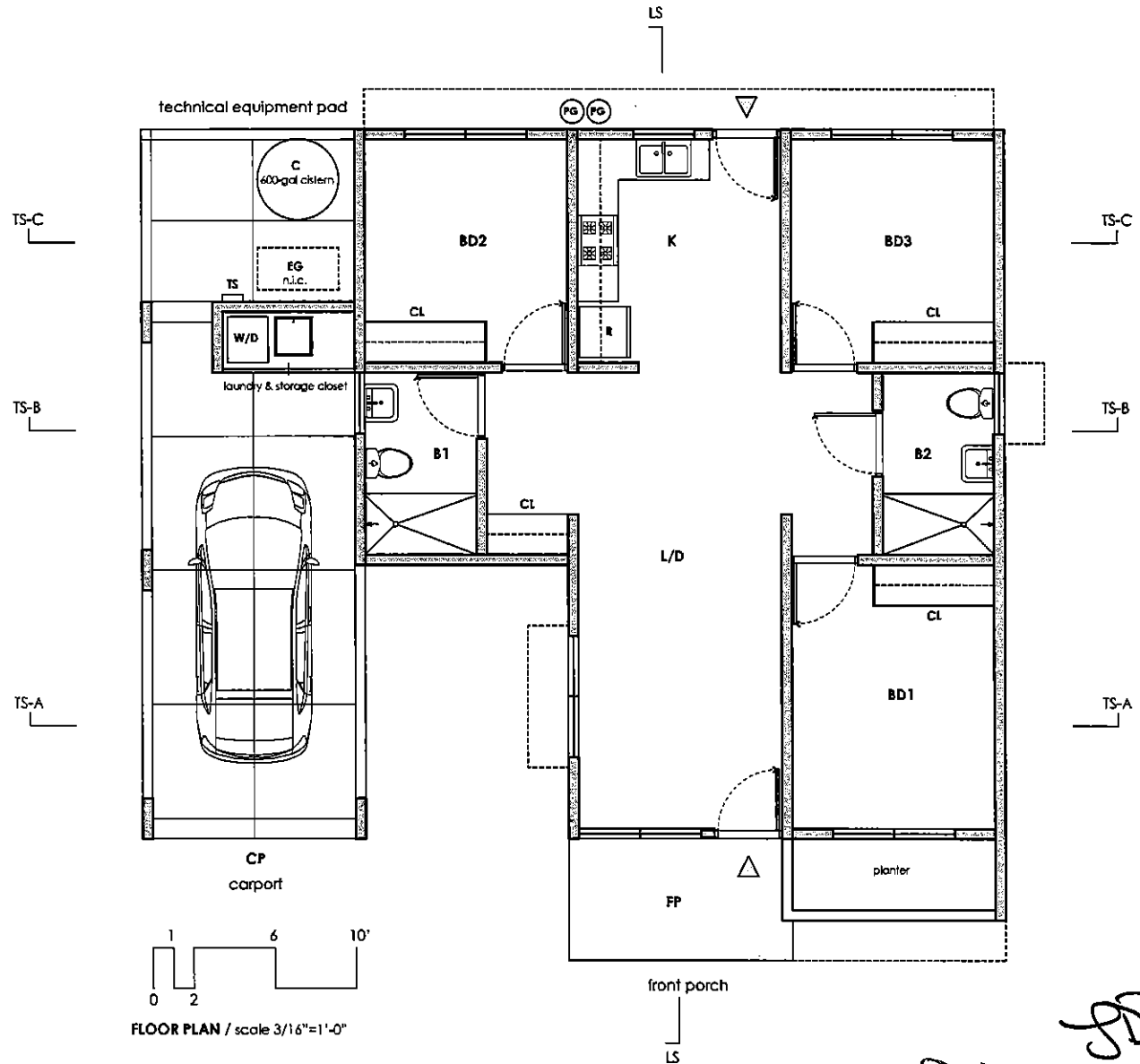
Furniture illustrated on renderings is shown for visualization purposes and is not to be deemed included.

## R3 PROGRAM

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15 JANUARY 2019

Model Home MH-1FL/3BD / page 7



1-STORY / 3BD STANDARD MODEL HOME  
**ROOF PLAN**

2

**Room Legend**

- L/D living / dining room  
K kitchen  
BD1 bedroom 130 sq ft  
BD2/3 bedroom 110 sq ft  
B bathroom  
FP front porch  
CP carport

**Abbreviations**

- PG propane gas tank (by owner)  
W/D washer / dryer (by owner)  
TS transfer switch (by owner)  
EG emergency generator (by owner)  
C cistern  
SWH solar water heater  
R refrigerator  
CL closet

**Notes:**

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Design layout of front façade including front porch, planter, and eave may vary depending on 'front façade alternatives.'

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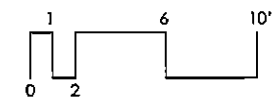
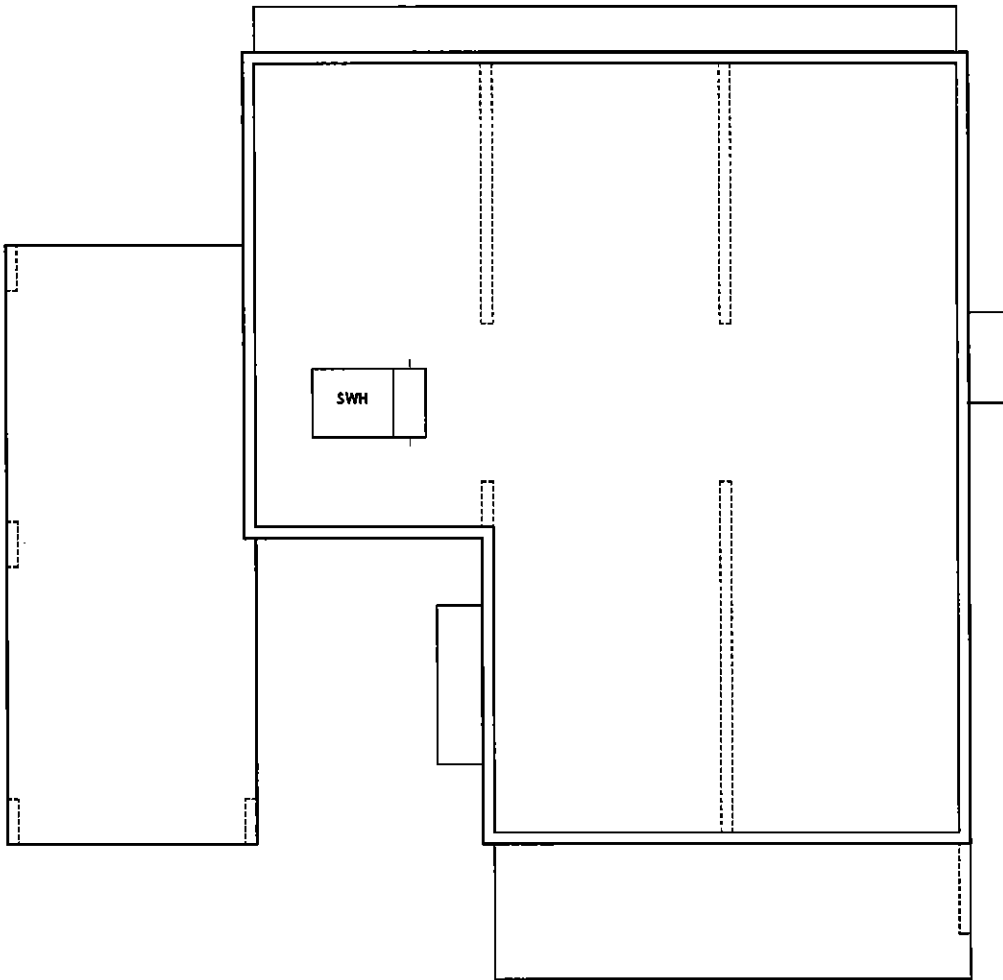
Furniture illustrated on renderings is shown for visualization purposes and is not to be deemed included.

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15 JANUARY 2019

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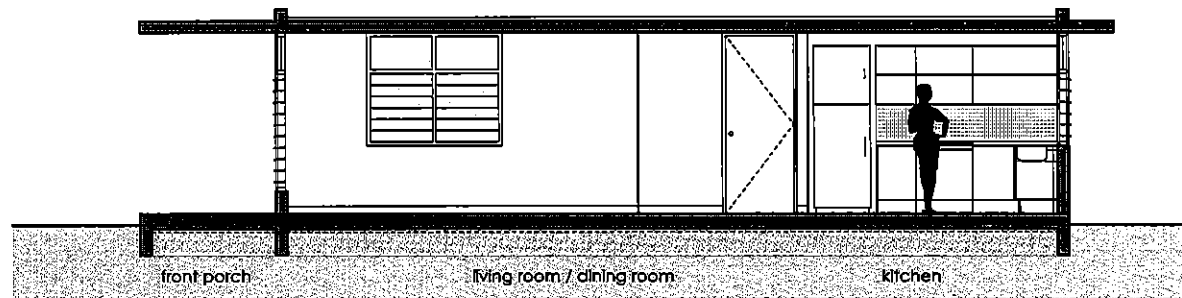


**ROOF PLAN** / scale 3/16"=1'-0"

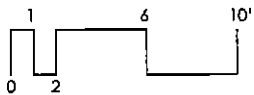
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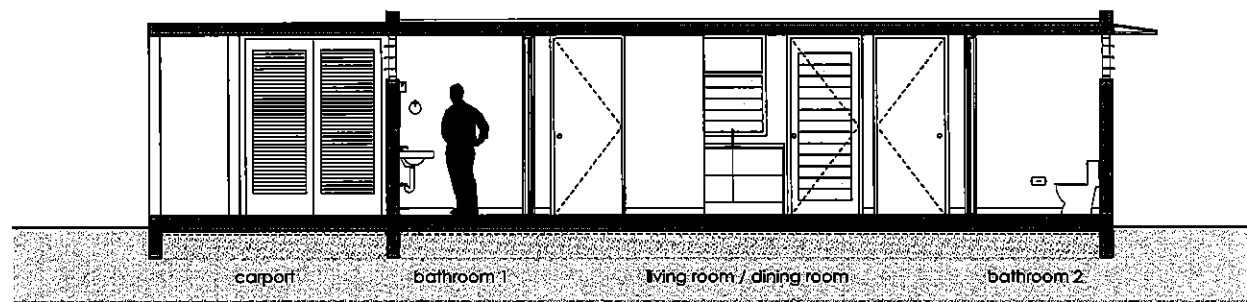
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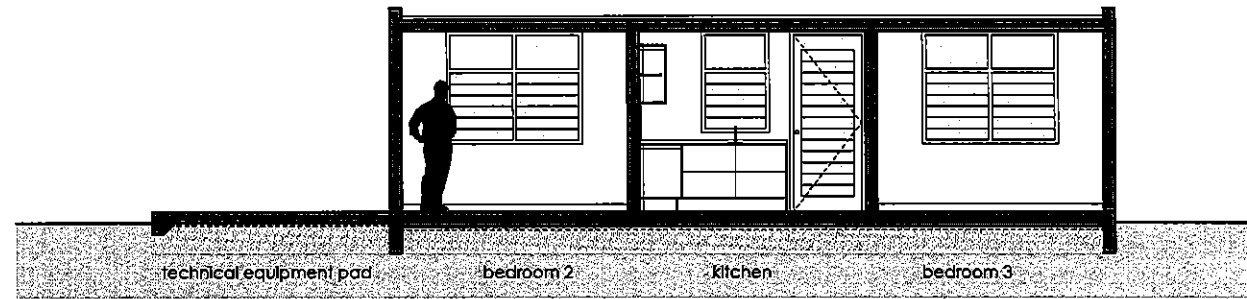
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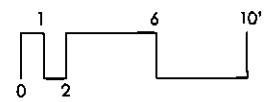
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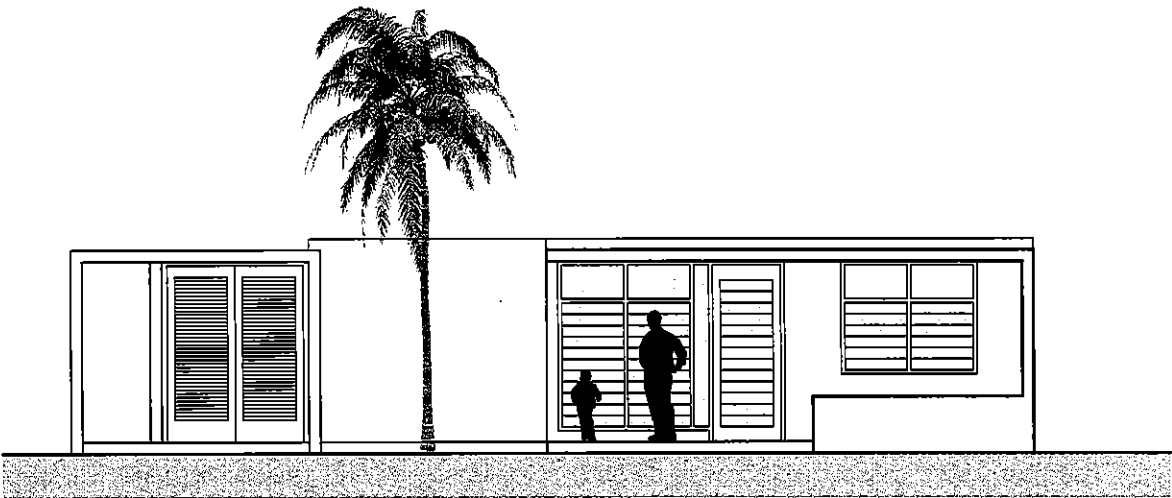


TRANSVERSE SECTION C / scale 3/16"=1'-0"

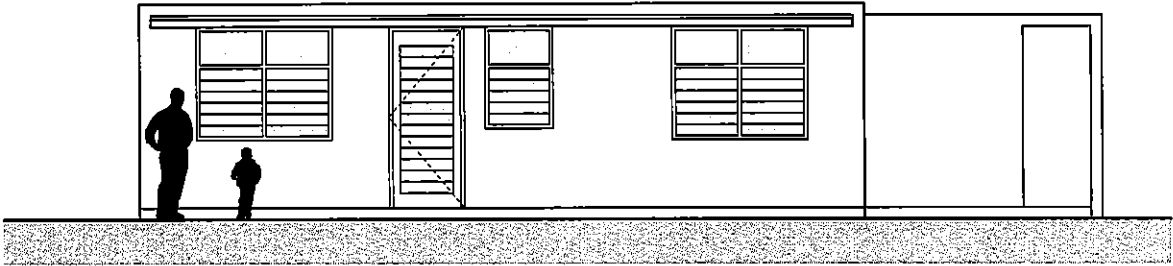


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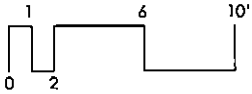




FRONT ELEVATION / scale 3/16"=1'-0"



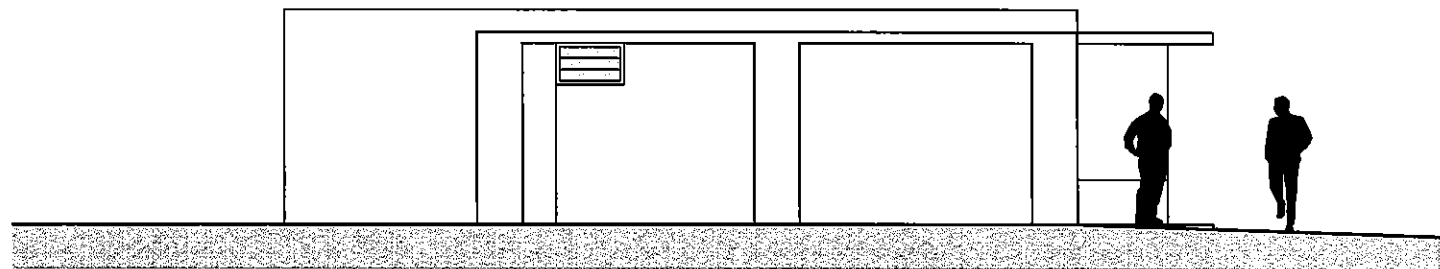
REAR ELEVATION / scale 3/16"=1'-0"



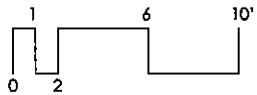
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SIDE ELEVATION R / scale 3/16"=1'-0"



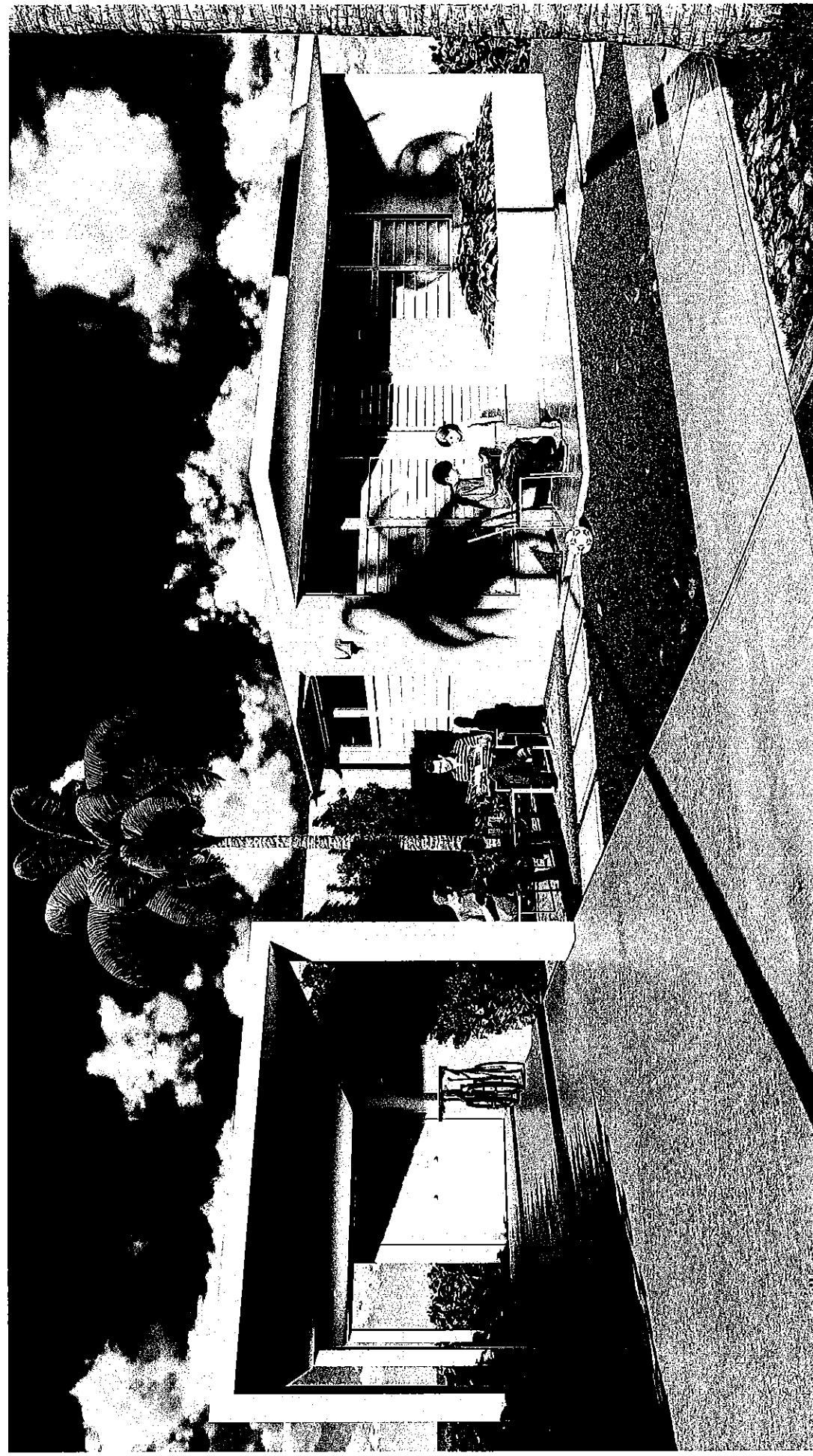
SIDE ELEVATION L / scale 3/16"=1'-0"



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1-STORY / 3BD STANDARD MODEL HOME  
PERSPECTIVE VIEW

7



38  
38



*Andrés* *JDP*

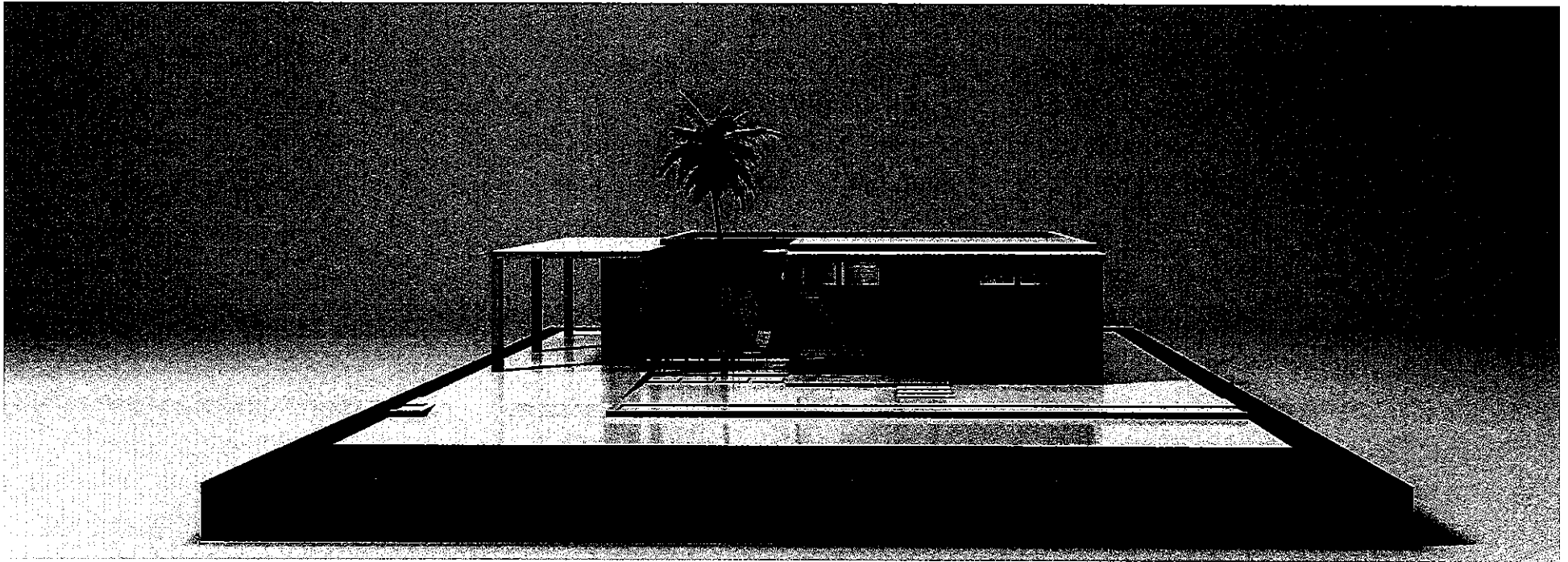
1-STORY / 3BD STANDARD MODEL HOME

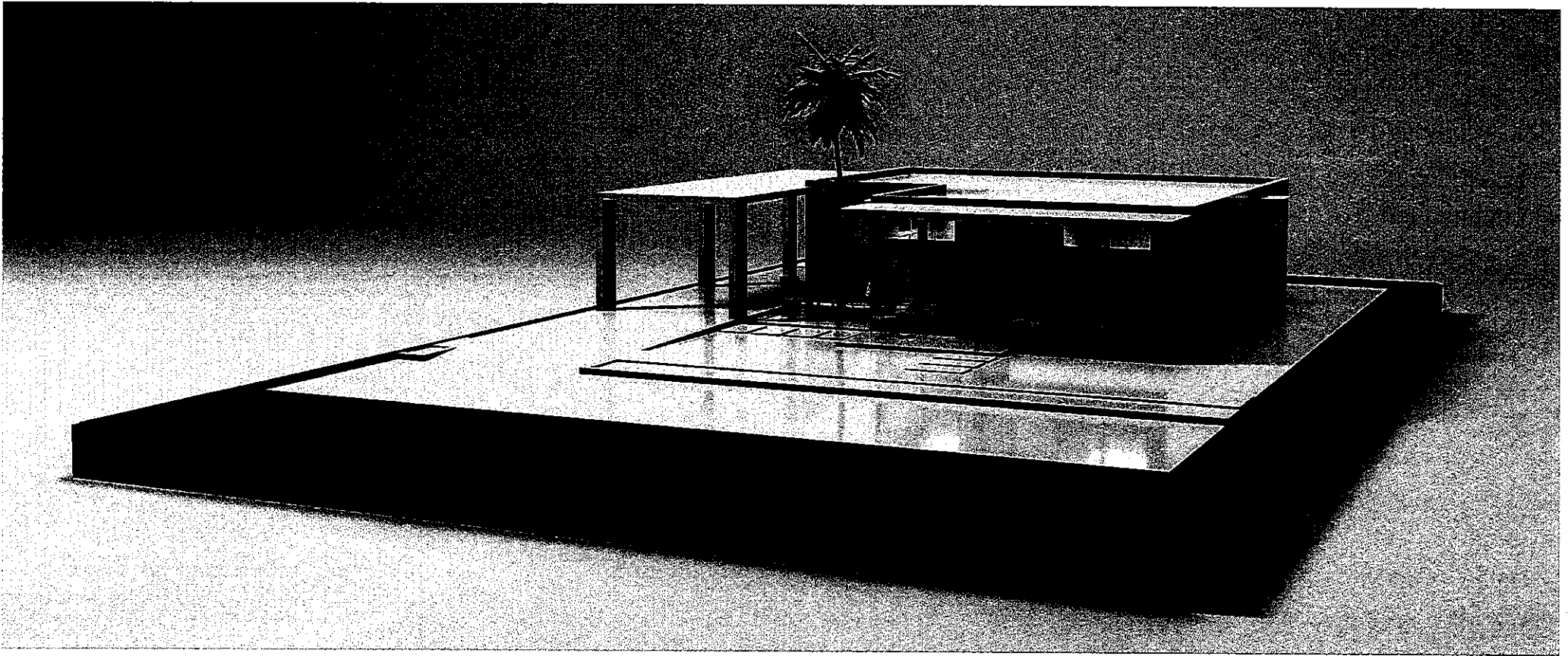
3D VIEW OF THE INTERIOR LIVING / DINING AREA

9



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## **CDBG R3 PROGRAM**

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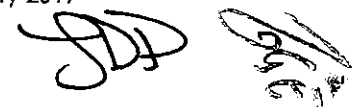
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15 January 2019







## 2-STORY / 3BD STANDARD MODEL HOME DESIGN PACKAGE

### CDBG R3 PROGRAM

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**CARIBE TECNO CRL**

*Level 1 Program Manager*

**ANDRÉS MIGNUCCI ARQUITECTOS**

*Design Lead*

15 January 2019

*SDP* *AM*

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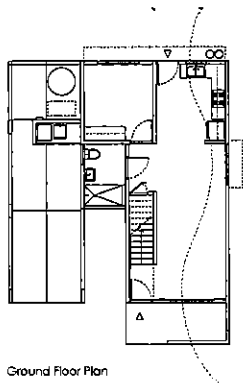
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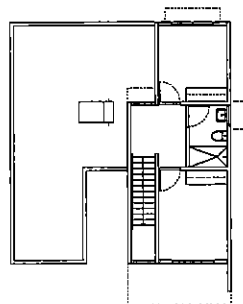
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2-STORY / 3BD STANDARD MODEL HOME  
DESIGN NARRATIVE



Ground Floor Plan



Second Floor Plan

Introduction

The design of the MH-2FL/3BD Standard Model Home for the R3 Program is aimed at providing a comfortable, secure, resilient, and sustainable home for the Puerto Rican family. The 1,180 sq. ft. 2-story house features the familiar components and spaces of a single-family detached house—front porch, living and dining room area, kitchen, three bedrooms, and two bathrooms. In addition, it includes a covered carport with a utility closet that houses the laundry area (see items I and II).

The homeowner will be able to choose from alternative façade treatments and the color scheme of a number of exterior and interior finishes from the options and combinations provided (see items III).

The design, materials and construction methods proposed ensure a construction process which is both time and cost efficient. More importantly, considerations of sustainability are weaved as an integral part of the construction process itself (see items IV, V and VI).

Finally, the design of the model home will comply with all applicable Puerto Rico and Federal codes and standards. With regards to the Green Sustainability Standards, the project will follow the ICC / ASHRAE 700-2015 National Green Building Standard (see item VII and IX).

I Design Strategies

The design of the MH-2FL/3BD Standard Model Home is based on a 2-story concrete structure with 8'-0" clear ceiling heights. The ground floor houses the daytime, public areas of the home—living, dining, and kitchen— together with a 110 sq. ft. bedroom and a full bathroom. The second floor has two bedrooms (110 sq. ft. and 130 sq. ft.) and a full bathroom. A linear stair connects both floors. The living, dining, and kitchen areas on the ground floor form a continuous flowing space front to back. Doors at both ends serve to connect the front and rear patios. This design strategy maximizes the use of natural light and cross-ventilation.

The covered carport is based on a 10'-0" wide and 8'-0" high bay. As conceived in the design, it will be attached to side elevation of the model home. However, its final position with respect to the house will be contingent on the specific site conditions of each lot. The carport may be attached to the house or detached all together depending on the site and access configuration and lot dimensions. The carport is provided with a 3'-0" deep x 6'-6" wide closet that houses the laundry and storage area. A utility and equipment zone / concrete pad in the rear yard behind the carport will accommodate the 600-gallon cistern and pumps and the owner-supplied future emergency generator and transfer switches. A solar heater will be installed on the roof.

The design of the house follows the use and application of Universal Design principles and methodology. These are summarized in its 7 basic principles: 1) Equitable Use, 2) Flexibility in Use, 3) Simple and Intuitive Use, 4) Perceptible Information, 5) Tolerance for Error, 6) Low Physical Effort, and 7) Size and Space for Approach and Use. Of these, numbers 1, 2, 3 and 7 are particularly applicable to the design of homes.

In this spirit, the design of the MH-2FL/3BD Standard Model Home is useful and marketable to people with diverse abilities. The design avoids segregating or stigmatizing any users. It provides for privacy, security, and safety equally available to all users. The design accommodates a wide range of individual preferences and abilities. The design provides choice in methods of use. The house in its spaces and particularly in its bathroom and kitchen layouts accommodates right or left-handed access and use. The clarity of design and spatial layout eliminates unnecessary complexity, often confusing and disorienting, particularly for elderly residents.

The design layout with one bedroom and full bath on the ground floor adds versatility to the design by allowing its use as a bedroom, guest bedroom, studio, library, family room or home office. Its also facilitates the use and access by elderly, handicapped, or mobility impaired residents or guests.

The design of the MH-2FL/3BD Model Home together with the 2-BD and 4-BD models forms part of a theme and variation design strategy yielding efficiencies in production cost as well as the time of construction while rendering units which are functional and aesthetically pleasing as well as secure, sustainable and resilient.

Depending on the final lot and site configuration, the house can be easily adapted to a zero-lot line condition as well as to rural, suburban and urban contexts.

II Spatial Distribution and Layout Functionality

The MH-2FL/3BD Model Home has a total of 1,180 gross square feet excluding the carport. The spatial distribution of the house is divided into two floors—the ground floor has a gross area of 755 sq. ft. while the second floor measures 425 sq. ft. The ground floor's orientation is fundamentally front-back with door and principal window opening on the ends. The open space layout of the 'living bay' ensures both the incorporation of natural light and cross ventilation. In this bay, the lighting receptacles are placed in the center of the ceiling to allow for even illumination of the space at night-time or the future incorporation of ceiling fans by the resident. The ground floor also houses a 110- sq. ft. bedroom and a full bath.

A linear stair connects the first and second floors. A utility / broom closet is located underneath the stairs. Two bedrooms and a full bath in the second floor are positioned above the living areas. All doors are 36" wide complying with the 32" clear opening requirement established by code. The bathrooms ventilate naturally through windows in the long side-walls.

Room and space dimensions conform to or exceed the sizes required in the RFP. These are as follows:

Area / Space	required	provided
Front Porch	60 sq ft	90 sq ft
Vestibule-Living-Dining Area	240 sq ft	273 sq ft

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Kitchen	90 sq ft	110 sq ft
Bedroom 1	110 sq ft	110 sq ft
Bedroom 2	110 sq ft	110 sq ft
Bedroom 3	130 sq ft	130 sq ft
Bathroom 1	45 sq ft	54 sq ft
Bathroom 2	45 sq ft	50 sq ft

The total minimum area required for this model is 1000 square feet (gross). The proposed model home has an area of 1180 square feet (gross) given the extra space required for the stair.

The open carport has an area of 285 sq ft (10'-6" x 26'-6"), which includes a closet for laundry and storage areas. A concrete pad measuring 8'-6" x 10'-6" serves as an equipment pad to accommodate the installed cistern/water storage system and the owner provided emergency generator. Exterior areas will be provided with grass extending 10 feet around the dwelling structure. Three new trees will be planted as a sustainable measure contributing to the island's reforestation. These may be native trees or palms or fruit trees, depending on availability. Final configuration of lawn area will depend on the specific configuration of each site.

### III Homeowner Customized Options

The homeowner will have a direct participation in the selection of a number of finish colors schemes. Three alternatives for each of the following components for the owner to choose from will be provided:

*Façade Alternatives*

*Exterior Paint Color Scheme*

*Interior Paint Color Scheme*

*Ceramic Tile Floor Finish*

*Kitchen Cabinet and Countertop Color Scheme*

### IV Materials

The house is built out of reinforced concrete meeting the code requirements for hurricane and seismic forces. The exterior door and window assemblies combine an aluminum jalousie window with a fixed-glass transom. The glass transom ensures the incorporation of natural light into the unit while the 6" louvers pivoting on a 1/2" security bars serve as a built-in storm shutter. The homeowners can, therefore, save from investing in storm shutters and on the traditional 'rejas' used to provide security. The materials selected are strong, durable, and resistant to mold. The house is by design, resilient and secure.

The cement used in the production of the concrete for the house will have local provenance. While the aluminum and glass for the windows and doors are imported, their assembly and manufacturing will be to the greatest extent possible of local production. The roofing assembly will also be of local fabrication. The house structure and building envelope will, therefore, be

of local materials and manufacturing, one of the tenets of sustainability and support to the local economy.

The finish surface of walls and ceiling will use fiber cement high-performance form-work panels finished with a fine cementitious finish and locally manufactured quality paint, all locally manufactured. Major material components are as follows:

**Structural walls, floor, and roof slab:** reinforced concrete

**Non-Structural interior Walls:** Drywall Partitions

**Wall and Ceiling Finish Surface:** fiber cement panels finished with a fine cementitious finish, primer and two coats of paint, locally manufactured.

**Paint:** Primer and two-coats of locally manufactured quality paint

**Exterior Doors and Windows:** aluminum and glass

**Interior Doors:** Semi-Solid Wood Doors, locally manufactured.

**Hardware:** Steel and brass residential quality hardware / chrome finish

**Floor Finish:** ceramic tile with 3" CT base

**Wall surface at the shower:** glazed ceramic tile on three walls - 6'-0" high

**Kitchen Cabinets:** laminated plywood and/or PVC cabinets with plastic laminated preformed locally fabricated countertops

**Kitchen Surface:** glazed ceramic tile above counter to the underside of the top cabinet

**Closet Units:** 6'-0" wide prefabricated closet units

**Lighting Outlets:** ceramic lampholder with LED lamps

**Electric Stove Outlet:** 120/240v outlet

**Roofing:** EPS insulation installed as part of the slab/roofing assembly to comply with Building Energy Code thermal insulation requirements, tapered as to provide required slopes. Overflows will be provided for roof drainage.

**Roof Weatherproofing System:** Modified Bitumen Membrane or Polymer/Silicone Applied Membrane with a 10-year bonded guarantee.

**Driveway, Carport, and Equipment Pad Floor Surface:** Broom Cement Finish

**Lot Exterior:** Hydroseeded Bermuda grass lawn in Front Area, yards and rear yard extending 10 feet around structure with three native ornamental and/or fruit trees.

### Bathroom, Kitchen and Laundry Equipment

Toilet: 1.3 gals Low Consumption Dual Flush Toilet

Lavatory: Pedestal Lavatory with faucet

Shower base: 60 x 36 Prefabricated Shower Base

Kitchen Sink: 2-Bowl Stainless Steel Sink

Laundry Sink: 20 x 24 Wall-Mounted Thermoplastic Utility Sink

### Bathroom Accessories

Paper Holder

Shower Rod

Medicine Cabinet with mirror

Soap Holder at Shower

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Towel Rack & Towel Ring  
Equipment furnished and installed:  
4-burner Gas Stove with Oven  
Energy-Star Refrigerator  
Energy-Star Stackable Washer & Dryer Combo  
600-gallon PVC / UV Resistant Water Storage Tank  
Solar Water Heater

Connections included:

Rough-in Connection for future Photovoltaic Panels in Roof  
Rough-in Connection for future Emergency Generator and Transfer Switch  
Rough-in Connection for future AC-Minisplit units in bedrooms  
Reinforcement for future Grab Bars at bathroom

**V Construction Methods**

The MH-2FL/3BD Standard Model Home utilizes a number of innovative construction methods to promote: 1) cost-effectiveness in production, 2) time effectiveness in construction, and 3) strategic resilience and sustainability.

The house, built of locally produced reinforced concrete, will be cast-on-site utilizing a shop assembled fiber cement panel as formwork for its structural walls and roof. The assembled wall panels will arrive on with its structural reinforcement, and any electric and/or plumbing assemblies. The formwork panels will not be removed since they will serve as the finish surface for both walls and ceiling. The use of the fiber-cement panels yields a number of important benefits: 1) It will accelerate the time of on-site formwork assembly prior to casting reducing the customary construction time; 2) they will be kept, serving as the finish surface providing a smooth finish which eliminates the costly and messy cement plaster finish habitually used in construction in the island; 3) The use of the fiber cement panels adds R-value to the wall and ceiling assemblies increasing their thermal capacity against solar radiation through material transference, and 4) reduces construction waste by maintaining the formwork as finish material — a fundamental principle of sustainability. This would be material that otherwise would end up in landfill sites.

The walls will be cast over a continuous 8" mat-foundation. This condition, however, may vary depending on site and soil conditions. The concrete in the mat foundation will use a self-compacting cement mix with fiber admixtures that will provide correct placement, malleability, high mechanical resistance and durability, and a significant reduction in the vibration process.

The roof will be cast using a fiber cement panel as base with an EPS - expanded polystyrene insulation, over which a concrete roof slab will be cast. On top, a modified bitumen waterproofing membrane or, alternately, an applied silicone polymer membrane, will be installed. The roofing assembly will have a 10-year bonded guarantee and will comply with Building Energy Code thermal insulation requirements.

Finally, as previously mentioned, the use of aluminum and glass fenestration system with integral security bars will ensure both resilience and security for the property and the homeowner.

These construction strategies are supported by a design, which is rationally dimensioned and modulated to ensure a high degree of efficiency in cost and construction time while rendering quality, durability, and comfort.

**VI Time of Construction**

The construction of the house will be completed within the 120 days as required in the RFP pending any unforeseen site conditions or adverse natural, climate, and weather events.

**VII Green Building Practices**

The project will follow the ICC / ASHRAE 700-2015 National Green Building Standard.

**VIII Resilience and Sustainable Design Considerations**

The MH-2FL/3BD Standard Model Home approaches sustainability and resilience by utilizing a number of passive design strategies, material selection, and incorporation of equipment that gives the homeowner the capacity to manage in times of environmental crisis. At the same time, these strategies are directed to reducing energy and water consumption, initiatives that will result in lower utility bills (AEE and AAA) for the homeowner.

The following design strategies have been incorporated in the design of the MH-2FL/3BD Standard Model Home.

Resilience: The lessons learned from Hurricane Maria suggest that new construction in Puerto Rico must not only be sustainable, but must also be resilient. Resilience implies the inherent capacity to recover quickly from difficulties. In the case of a tropical island in the Caribbean susceptible to hurricanes and tropical storms, it involves the capacity to resist and to manage in events of environmental crisis and their aftermath. Specific strategies that contribute to a built-in resilience in the MH-2FL/3BD Standard Model Home include:

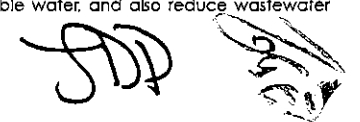
- Concrete construction for durability, hurricane and seismic resistance.
- Aluminum Jealousies with integral security bars for durability, security and hurricane resistance.
- Gas Stove for cooking in times of electrical power interruption.
- 600-gal cistern water collection system for use in times of interruption of water service.
- Solar water heating for use in times of electrical power interruption.
- Connection for Emergency Generator and Photovoltaic Panels for use in times of power outages or environmental crisis.

Water Efficiency and Conservation: The 600-gallon water storage tank will allow the possibility of storing water for moments of emergency and for use for site irrigation. Efficient plumbing fixtures will be specified to reduce the use of potable water, and also reduce wastewater

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quantities to minimize the burden on already overflowed water treatment facilities.

- 600-gal cistern water storage and recollection.
- Use of efficient plumbing fixtures such as the 1.3-gal dual flush water efficient toilets

Energy Efficiency and Atmospheric Quality: Building envelope requirements, material and equipment incorporate strategies and construction methods that are not only environmentally responsible but will produce savings in energy bills.

- Use of natural light reduction of energy loads
- Solar water heating for reduction of energy loads
- Gas Stove for reduction of energy loads
- Use of Energy Star efficient appliances
- Increased R Value in Walls through use of cement fiber panels
- Increased R Value in Roof through use of rigid insulation and cement fiber panels.

Materials & Resources: The project has been conceived as to limit construction waste to a fraction of conventional construction, significantly reducing the amount of waste generated during construction that ends up in the landfill. The use of locally produced, manufactured or assembled materials and components promotes the local economy. While, in Puerto Rico there are significant limits to what local materials are available, this project intends to maximize the use of locally available materials to the greatest extent possible.

- Use of local products and materials (cement, paint, door and window systems, cement finishes, EPS insulation, coatings, sealants and roofing materials).
- Reduction of construction related waste through the preservation and use of fiber cement formwork panels as finish material.
- Application of a waste management and materials recycling plan during construction.

Indoor Environmental Quality: This category offers the most benefits to home owners in terms of health and comfort. Low emitting locally manufactured paints, coatings, sealants, and adhesives (zero or low VOC materials) will be incorporated in the design and construction process. At the same time, the homes are designed to maximize daylight and views to the outside and the use of natural cross-ventilation.

- Use of natural light
- Use of natural and crossed-ventilation
- Use of zero or low VOC materials

#### IX Codes and Standards

The project will follow all applicable Puerto Rico and Federal codes and standards including, but not limited to, the Puerto Rico Building Code, the International Building Code, the American Disabilities Act (where required), NFPA 101 Life Safety Code, Puerto Rico Firefighters Code, the Joint Regulation for Project Evaluation and Permitting, the Building Energy Code together with the standards established by ANSI, NEC, NFPA, ASHRAE, ACI and HUD.

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## 2-STORY / 3BD STANDARD MODEL HOME DESIGN PACKAGE

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- 1 GROUND FLOOR PLAN & ROOM LEGEND
- 2 SECOND FLOOR PLAN & ROOM LEGEND
- 3 ROOF PLAN
- 4 SECTIONS
- 5 SECTIONS
- 6 ELEVATIONS
- 7 ELEVATIONS
- 8 PERSPECTIVE VIEW
- 9 3D VIEW OF FRONT FAÇADE
- 10 3D VIEW OF LIVING ROOM / DINING ROOM INTERIOR
- 11 3D MODEL
- 12 3D MODEL

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2-STORY / 3BD STANDARD MODEL HOME  
GROUND FLOOR PLAN & ROOM LEGEND

Room Legend

- L/D living / dining room  
K kitchen  
BD1/2 bedroom 110 sq ft  
BD3 bedroom 130 sq ft  
B bathroom  
FP front porch  
CP carport  
V entrance vestibule  
H hall

Abbreviations

- PG propane gas tank  
W/D washer / dryer  
TS transfer switch  
EG emergency generator  
C cistern  
SWH solar water heater  
R refrigerator  
CL closet

Notes:

The drawings illustrate the design layout of the open carport to be included part of the model home. Its final position and orientation with respect to the house and the lot may vary depending on the site conditions of each land parcel.

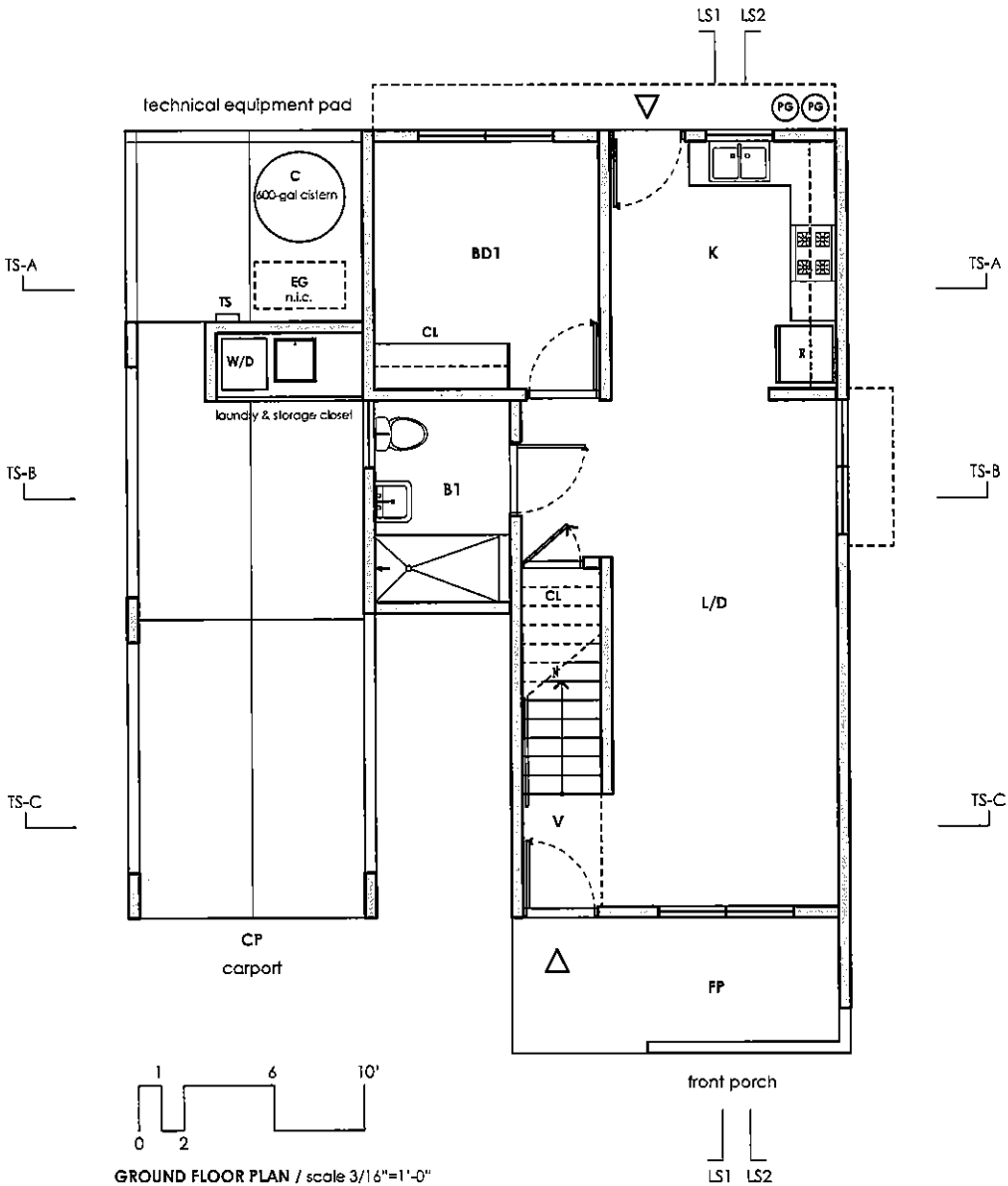
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2-STORY / 3BD STANDARD MODEL HOME  
SECOND FLOOR PLAN & ROOM LEGEND

2

Room Legend

L/D	living / dining room
K	kitchen
BD1/2	bedroom 110 sq ft
BD3	bedroom 130 sq ft
B	bathroom
FP	front porch
CP	carport
V	entrance vestibule
H	hall

Abbreviations

PG	propane gas tank
W/D	washer / dryer
TS	transfer switch
EG	emergency generator
C	cistern
SWH	solar water heater
R	refrigerator
CL	closet

Notes:

The drawings illustrate the design layout of the open carport to be included part of the model home. Its final position and orientation with respect to the house and the lot may vary depending on the site conditions of each land parcel.

Design layout of front façade including front porch, planter, and eave may vary depending on 'front façade alternatives.'

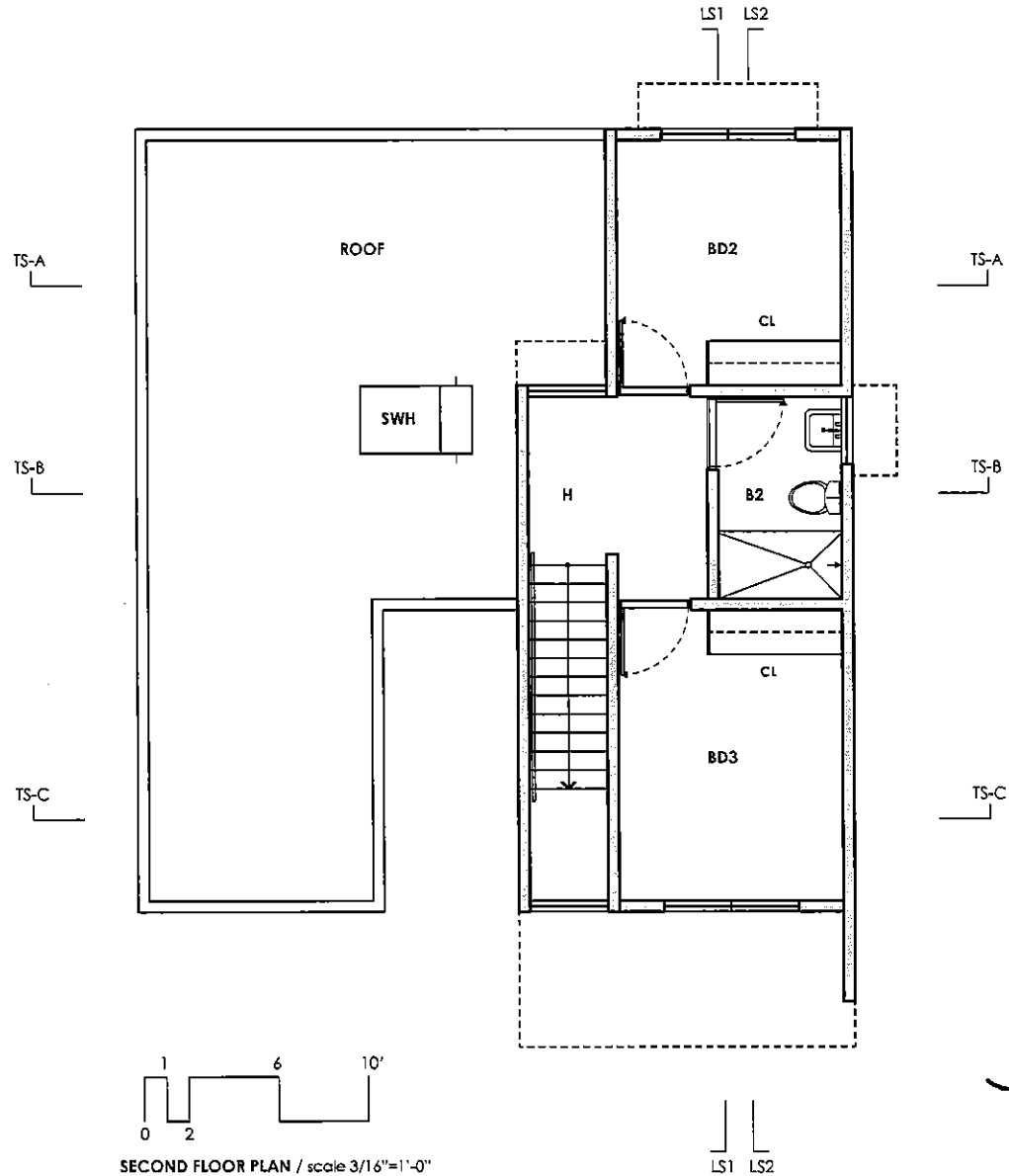
Except for grass required, other landscaping work is shown for visualization purposes and is not to be deemed included.

Furniture illustrated on renderings is shown for visualization purposes and is not to be deemed included.

R3 PROGRAM

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS  
15 JANUARY 2019

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ROOF PLAN

3

Room Legend

L/D	living / dining room
K	kitchen
BD1	bedroom 130 sq ft
BD2/3	bedroom 110 sq ft
B	bathroom
FP	front porch
CP	carport
V	entrance vestibule
H	hall

Abbreviations

PG	propane gas tank
W/D	washer / dryer
TS	transfer switch
EG	emergency generator
C	cistern
SWH	solar water heater
R	refrigerator
CL	closet

Notes:

The drawings illustrate the design layout of the open carport to be included part of the model home. Its final position and orientation with respect to the house and the lot may vary depending on the site conditions of each land parcel.

Design layout of front façade including front porch, planter, and eave may vary depending on 'front façade alternatives.'

Except for grass required, other landscaping work is shown for visualization purposes and is not to be deemed included.

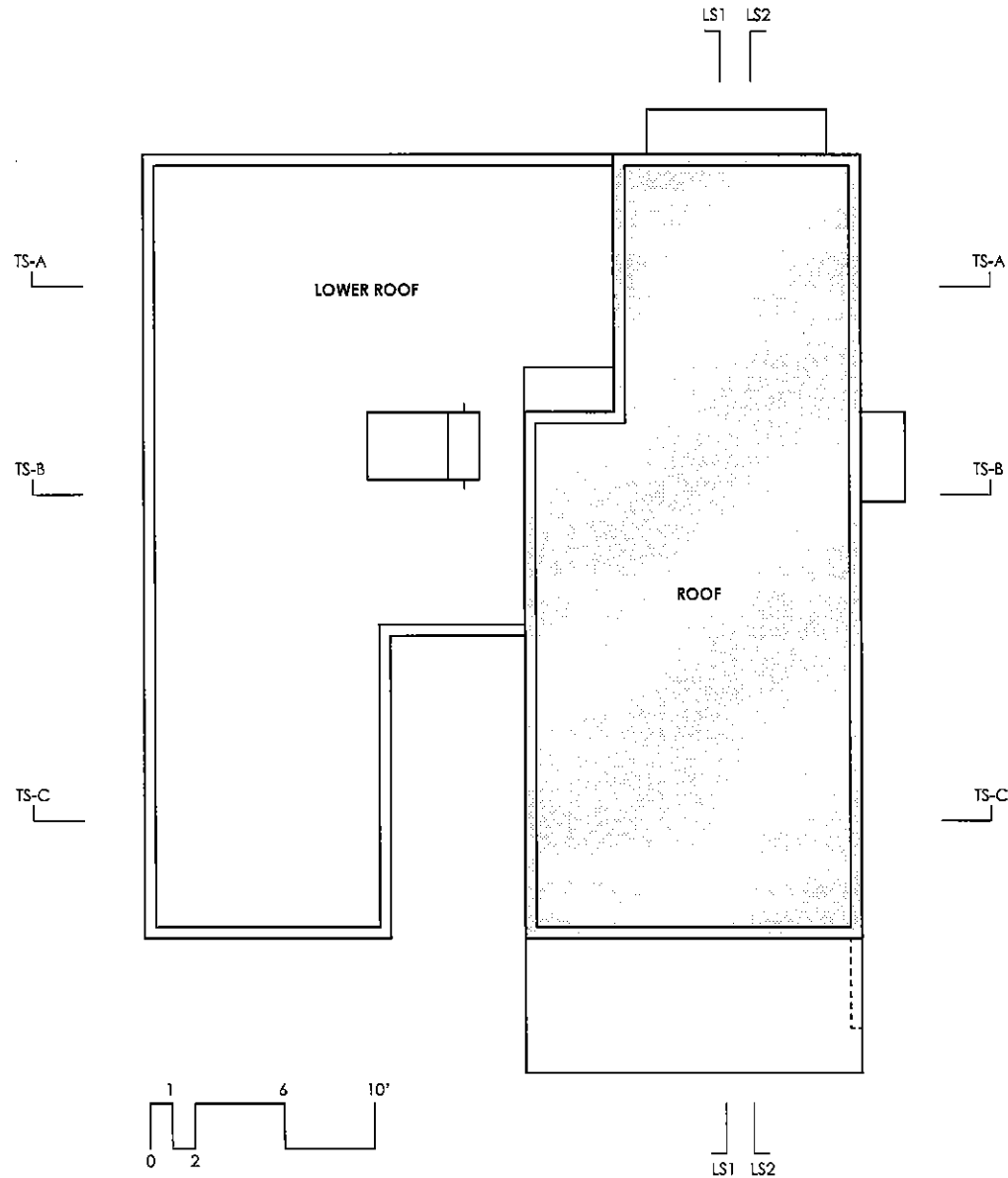
Furniture illustrated on renderings is shown for visualization purposes and is not to be deemed included.

R3 PROGRAM

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

Model Home MH-2FL/3BD / page 9

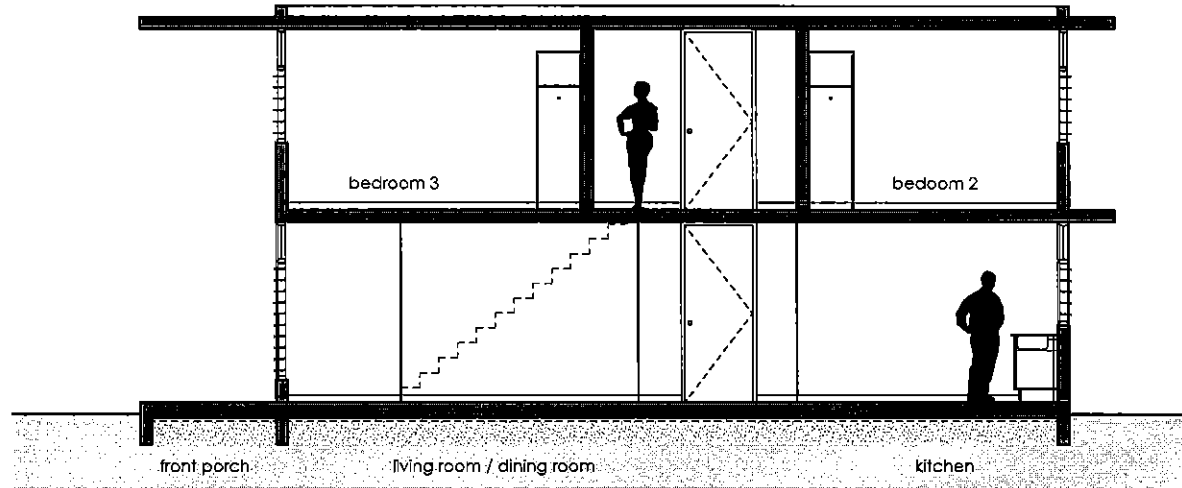


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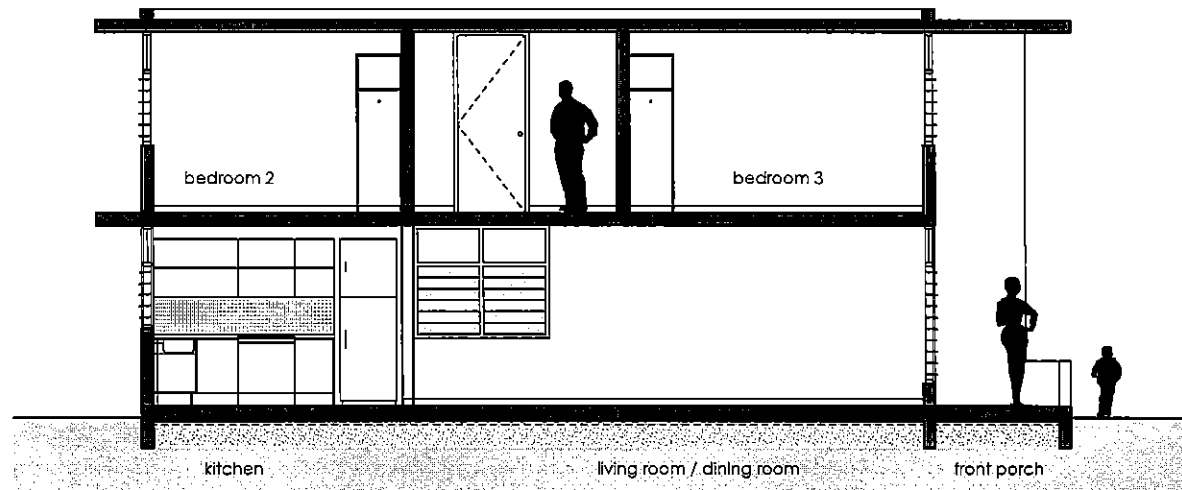
Andrés

2-STORY / 3BD STANDARD MODEL HOME  
SECTIONS

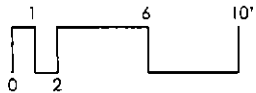
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LONGITUDINAL SECTION 1 / scale 3/16"=1'-0"

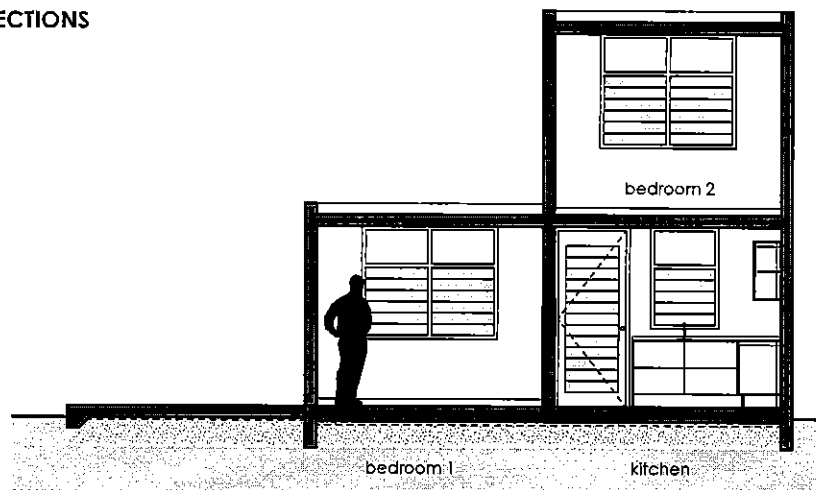


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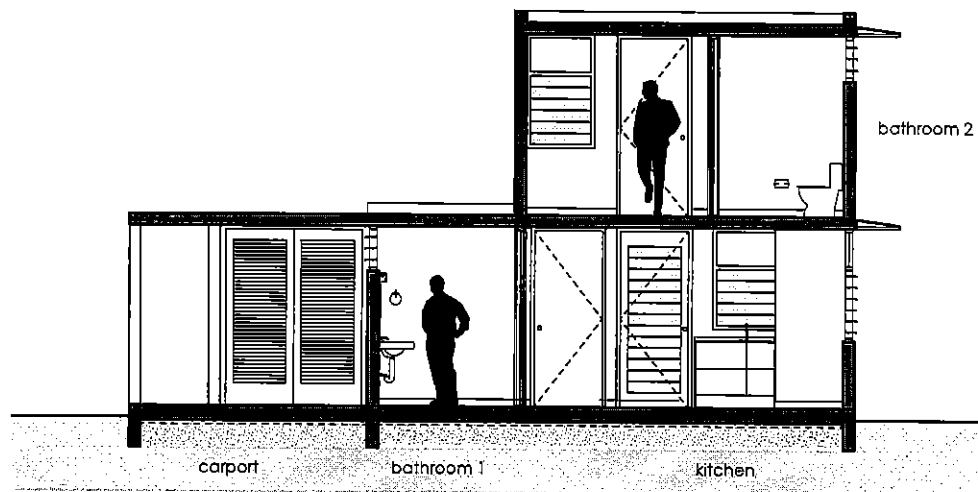


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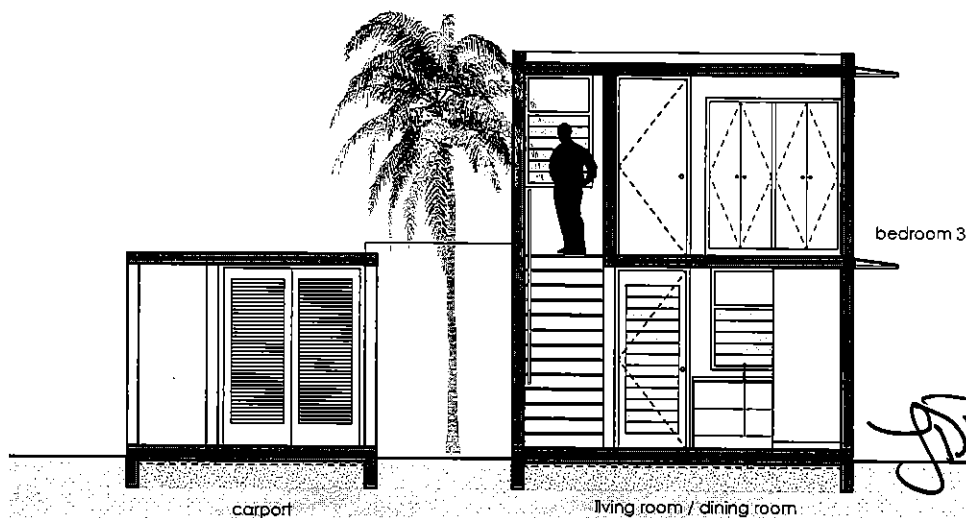
2-STORY / 3BD STANDARD MODEL HOME  
SECTIONS



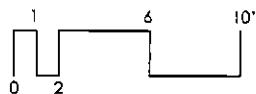
TRANSVERSE SECTION A / scale 3/16"=1'-0"



TRANSVERSE SECTION B / scale 3/16"=1'-0"



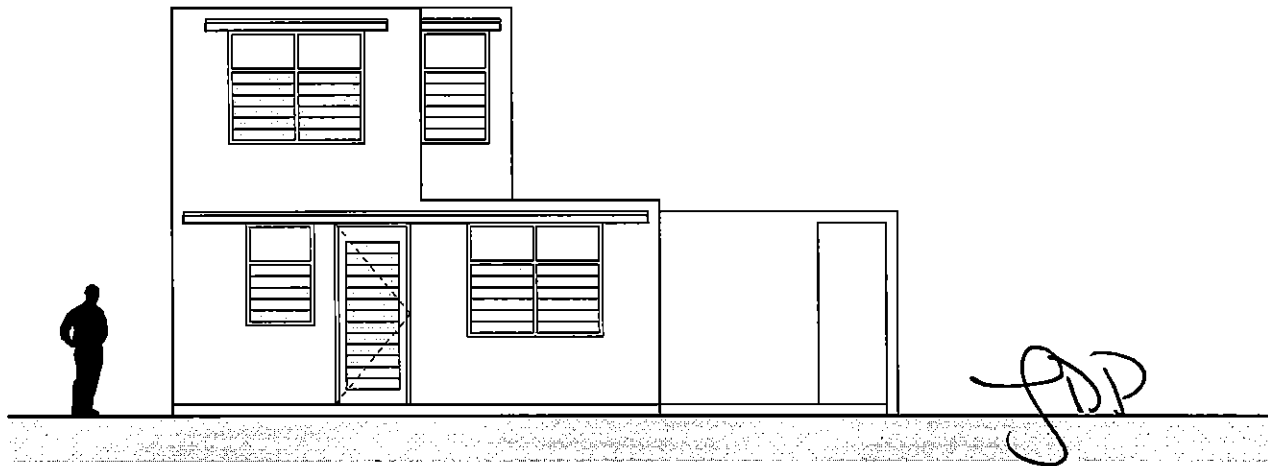
TRANSVERSE SECTION C / scale 3/16"=1'-0"



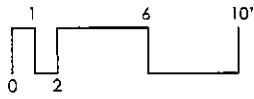
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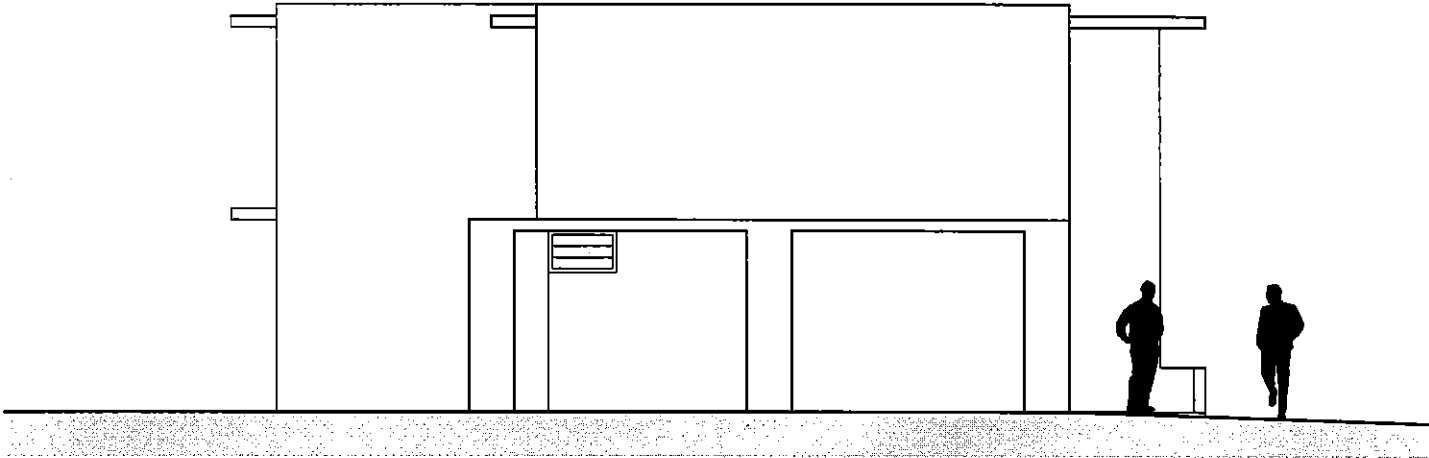


FRONT ELEVATION / scale 3/16"=1'-0"

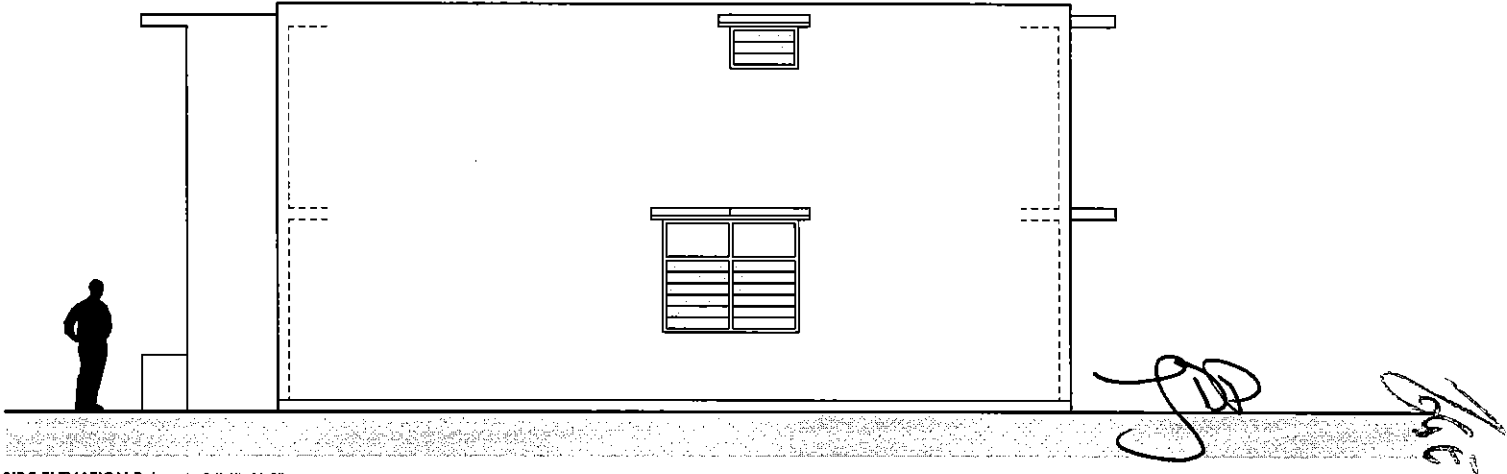


REAR ELEVATION / scale 3/16"=1'-0"

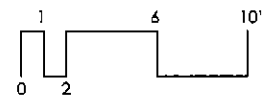


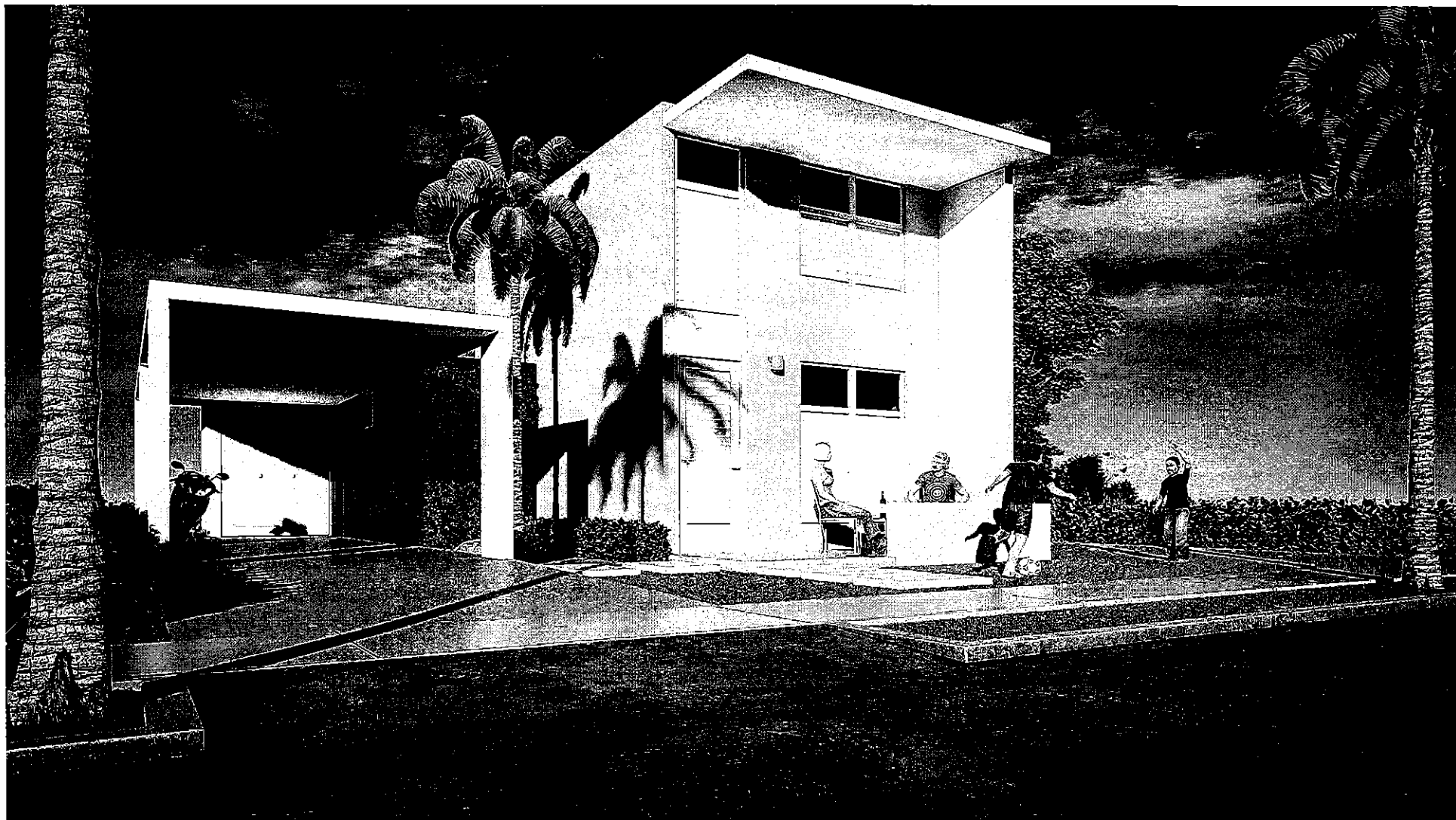


SIDE ELEVATION L / scale 3/16"=1'-0"



SIDE ELEVATION R / scale 3/16"=1'-0"





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R3 PROGRAM

CARIBETECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

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2-STORY / 3BD STANDARD MODEL HOME

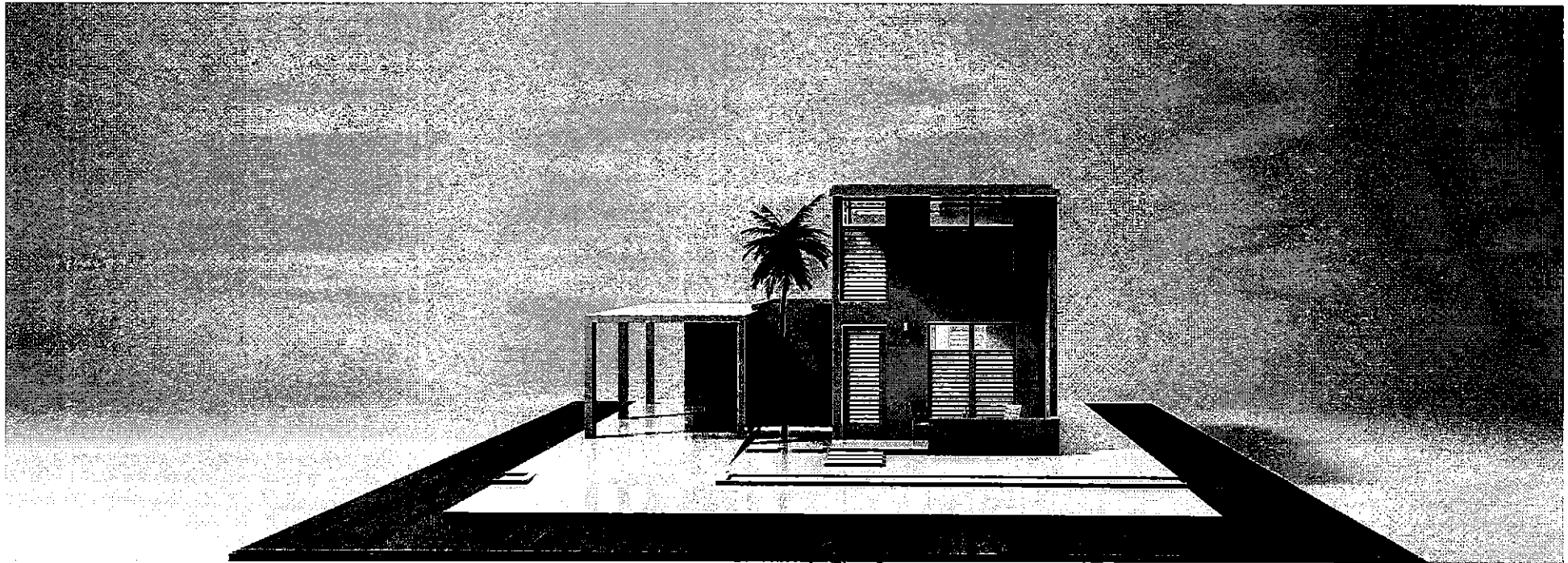
3D VIEW OF THE INTERIOR LIVING / DINING AREA

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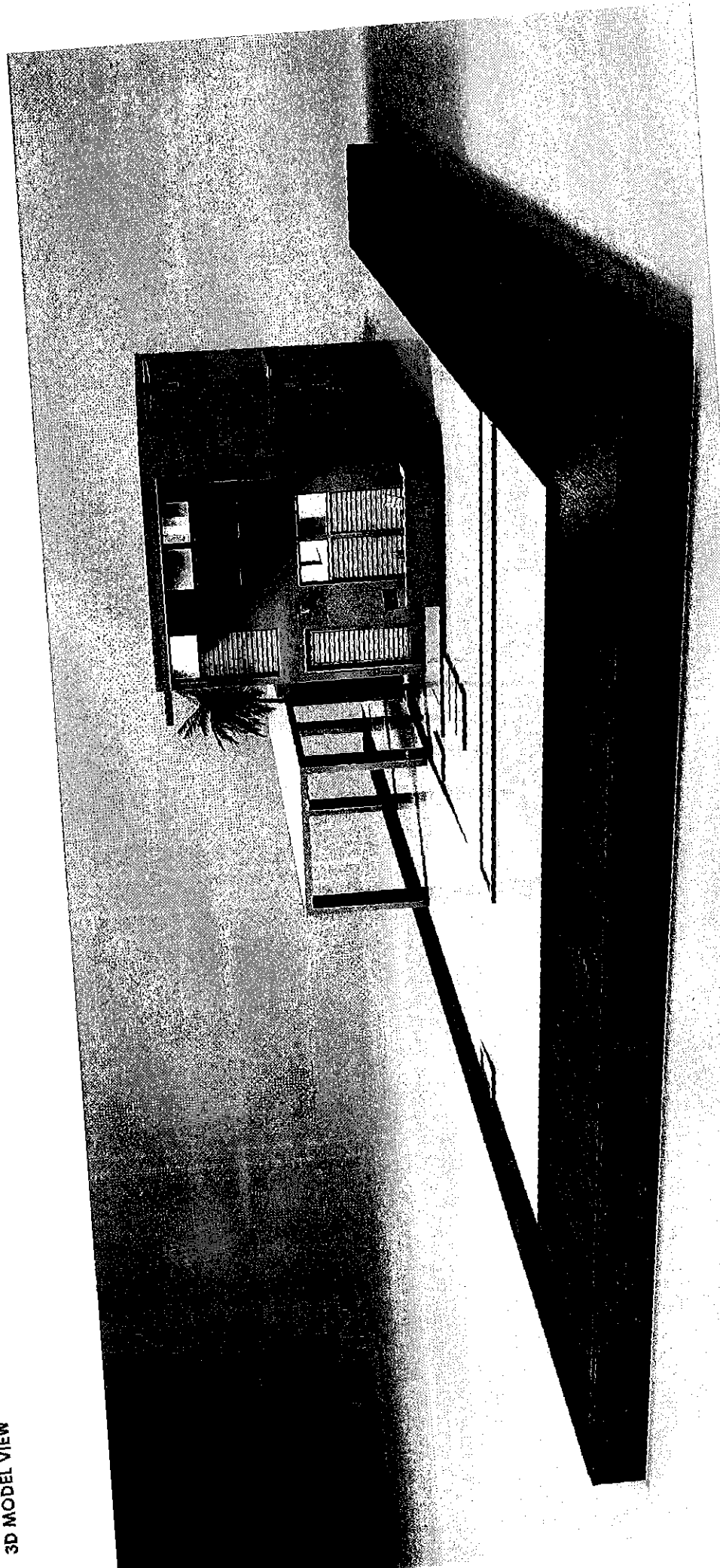
**R3 PROGRAM**

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS

15 JANUARY 2019

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2-STORY / 3BD STANDARD MODEL HOME  
3D MODEL VIEW



*Handwritten signature: S. B. Jose*

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#### **R3 PROGRAM**

CARIBE TECNO CRL / ANDRÉS MIGNUCCI ARQUITECTOS  
15 JANUARY 2019

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## **CDBG R3 PROGRAM**

### **CARIBE TECNO CRL**

*Level 1 Program Manager*

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[www.caribetecno.com](http://www.caribetecno.com)



### **ANDRÉS MIGNUCCI ARQUITECTOS**

*Design Lead*

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San Juan Puerto Rico 00920  
1-787-501-5261

[www.amignucci.com](http://www.amignucci.com)

15 January 2019



**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

# Attachment C

**ATTACHMENT 2**  
**SCOPE OF WORK**

**Request for Proposals**

**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant – Disaster Recovery**

**Puerto Rico Department of Housing**

**CDBG-DR-RFP-2018-09**

**(Revised for Negotiations on August 8, 2019)**

This document defines the Construction Management tasks that the Proposers must perform in order to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local requirements and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery Program (CDBG-DR) allocation. A detailed description of the Housing CDBG-DR programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan, and proposed amendment are available at [www.cdbg-dr.pr.gov/action-plan](http://www.cdbg-dr.pr.gov/action-plan).

## **1. Introduction and Overview**

The PRDOH is issuing this Request for Proposal (RFP) to procure highly qualified and skilled designers and contractors to provide Construction Management services for the R3 Program as defined in Section 2: Overview, Purpose, and Intent of the RFP. It is expected that the Selected Proposers will be prepared to invest a considerable amount of resources and efforts as related to the design, demolition, abatement, repair, and new construction of single-family dwelling units as specified and described in the Action Plan, in a short period of time. Proposers must understand the CDBG-DR's program initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844 and 83 FR 40314. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Work. The proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

Construction Managers will be an integral part of the R3 Program and will be required to work in harmony with other stakeholders such as the Program Managers, the Environmental Consultants, and the Call Center Operations Consultant, as well as other staff and contractors retained by the PRDOH for implementation of the CDBG-DR programs. Selected Proposers will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under a contract.

The PRDOH reserves the right, without limitations, to:

- Cancel the solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best Public Interest;
- Amend the contract(s) of the Selected Proposer(s) to extend its original duration, as further explained in the RFP, as related to the goods and services requested;
- Amend the contract(s) of the Selected Proposer(s) to extend the scale of its(their) scope to include work under subsequent CDBG-DR action plans as related to the goods and services requested herein;

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- Amend the contract(s) of the Selected Proposer(s) to reduce the scale of its scope to decrease work, individual tasks, geographical areas, or regions as a consequence of underperformance or inexcusable delays related to the goods and services requested herein; and
- Contract with one or more qualified proposers for Construction Management Services as a result of the selection of qualified Proposers or the cancellation of this RFP.

Award of Contract(s) will be to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

### 1.1. CDBG-DR Housing Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age sixty-five (65) and above. The PRDOH understands its responsibility to rebuild and improve Puerto Rico's housing market, individual households, and communities with more resilient, modern, high-quality, and safe dwelling units. The CDBG-DR housing program objectives are:

- Provide decent, safe, and sanitary housing in the disaster impacted areas through the provision of activities designed to resolve unmet needs from hurricane impacts to housing;
- Ensure that the housing needs of very low-, low- and moderate-income households are assisted with housing recovery support within the communities being served; and
- Achieve complimentary benefits of community and neighborhood revitalization, support the reduction of or reduce opportunities for slum and blight, and nurture in-fill opportunities.

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

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

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

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damaged by Hurricanes Irma or María. The Construction Managers will be key components of the R3 Program, which includes other services like: Call Center Operations; Program Managers; Cost Estimators; and Environmental Consultants; among others. It is expected that Selected Proposers actively coordinate and frequently engage with other stakeholders of the R3 Program.

There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

### **1.2. Single-Family Repair, Reconstruction, or Relocation Program (R3 Program)**

The focus of the R3 Program is to provide relief for those who were impacted by Hurricanes Irma and Maria while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance under this Program will be provided under three primary avenues: repair, reconstruction, and relocation (R3). Within the reconstruction or relocation venues, demolition of substantially damaged dwellings is an eligible activity.

Under the R3 Program all repair, reconstruction and new construction activities will be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigation against impacts from future disasters. The Selected Proposers will implement design and construction methods that emphasized quality, durability, energy efficiency, sustainability, and mold resistance.

The R3 program provides funding to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with applicable construction codes and standards. The repair and reconstruction venues return otherwise displaced families to their homes at their same community. Homes become eligible for reconstruction or relocation when (a) the property estimated cost of repair exceeds the lesser of \$60,000 or 50% of the home's current value – as confirmed through program inspection, (b) the property is determined to be substantially damaged by an authority having jurisdiction, or (c) if a feasibility inspection determines that reconstruction is required. Homes meeting these criteria will be reconstructed and will include resilient measures in structural materials. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) may be built in a new vacant lot or the homeowner may purchase an existing home at fair market price under the relocation venue. Construction of replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code and must incorporate Green Building features. Homes with existing damage equal to or less than \$60,000 or 50% of the current home's value, whichever is lesser, will be repaired in compliance with the applicable building codes and standards, including the International Existing Building Code and HUD CPD Green Building Retrofit checklist.

The general objectives of the R3 Program are:

- To return displaced homeowners;
- To reconstruct housing to higher resilience standards;
- To revitalize weak and aging housing stock; and
- To move households out of unsafe conditions.

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## **2. Construction Managers**

The Selected Proposer(s) are expected to strengthen the R3 Program by providing their expertise, experience, and knowledge of design, construction, and contract administration to each project undertaken.

### **2.1. Objectives**

Objectives for the Construction Managers include, but are not limited to, the following:

- Reduce the process and time from the award of benefits to applicants to projects' completion;
- Reduce the risks and legal burden to PRDOH and the R3 Program;
- Control costs and reduce budget overruns;
- Standardize the document controls while reducing the submittal burden on the PRDOH and its representatives;
- Improve the quality of documentation;
- Standardize designs/solutions while reducing the submittal burden on PRDOH and its representatives;
- Expedite and optimize solutions to any unforeseen conditions, while reducing contract modifications;
- Increase quality control and quality assurance in the overall R3 Program;
- Increase project safety while reducing liability to the R3 Program;
- Standardize and expedite the close-out process of projects; and
- Increase the compliance with green building initiatives/checklists.

### **2.2. Duties and Responsibilities**

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

- Obtaining copies Damage Assessment Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Obtaining copies of the Environmental Review Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Delivering the Lead and Asbestos pamphlets for the assigned cases to the homeowners, during the pre-construction conference for projects;
- Obtaining copies of Homeowners' authorization to access and work on property, before starting any repair or reconstruction work; and
- Obtaining copies of Homeowners' waiver of liability to remain on the property during construction, if applicable. These waivers shall be obtained during the pre-construction conference with the Homeowner.

### **2.3. Construction Manager Levels**

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

#### **2.3.1. Level 1 Construction Managers**

Level 1 Construction Managers will be those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 1 Construction Managers:

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- Will be assigned to geographical regions (groups of municipalities), at the PRDOH's discretion;
- Can work one or more regions at any given time;
- Will have a higher financial and technical capacities, which enable them to work large quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent possible;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

### **2.3.2. Level 2 Construction Managers**

Level 2 Construction Managers will be those with moderate financial capabilities which are able to perform moderate quantities of work at any given time and within adjacent groups of municipalities. Level 2 Construction Managers:

- Will be assigned to work within adjacent groups of municipalities;
- Will be constrained to adjacent municipalities from the locations of their headquarters to reduce the risk of overextending;
- Will have moderate financial and technical capacities, which enable them to work smaller quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

### **3. Staff and Subcontractors**

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This section details minimum staffing that will be required from the Construction Managers in order to perform the tasks required for the R3 Program. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. **All subcontractors to be used by the Construction Managers will need to be approved by the PRDOH or its representatives.**

### 3.1. Staff Requirement

Proposers shall have or will secure, at their own expense, all personnel required in performing the tasks under the Construction Managers Contract. PRDOH expects the Selected Proposers to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard or following the code of ethics. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

### 3.2. Staff Experience and Qualifications

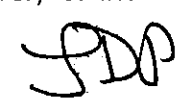
Proposers must provide detailed information about the experience and qualifications of the Principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposers shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposers' own staff and staff from any subcontractors to be used. The Proposers should demonstrate that their staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (MBE/WBE's).

Proposers must include information regarding their administrative capacity, design and construction experience in similar construction projects, personnel, consultants, equipment, software capabilities, document controls, safety record, and quality control procedures. The Selected Proposers must have retained, and must maintain over the life of the contract, as a minimum, the following key staff resources:

#### 3.2.1. Senior Project Manager

The resource assigned as Senior Project Manager will be the main point of contact between the PRDOH and the Construction Manager. He / She shall be available on-call and attend R3 Program meetings with the PRDOH and the top management of the R3 Program. The Senior Project Manager responsibilities include the following:

- Formulate, organize and monitor the overall performance;
- Define objectives and strategies to achieve program success;
- Making key decision to accomplish the program's objectives;
- Coordinating cross-phases activities;
- Lead, train and evaluate other senior staff and their performance;
- Developing and managing the master schedule of the projects;
- Developed deadlines and complete milestones;
- Coordinating various components of projects to ensure the on-time delivery of the overall milestones;



- Manage and control the Construction Manager's budget;
- Identifying and allocating resources to the organization;
- Assess risk and manage changes in the projects;
- Assess program performance for the continues improvement;
- Assume responsibility for the organization's performance and its staff;
- Prepare and explain the executive reports to the Owner and its Representatives; and
- Any other function required to support the R3 Program.

The Senior Project Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge of program management, regulatory compliance, construction, and statutory compliance for CDBG disaster recovery or similarly complex programs/projects. Should be fluent in English and Spanish languages. Must have a bachelor's degree from an accredited institution and at least fifteen (15) years of experience as project manager on construction projects. Experience in design-build projects is preferred.

### **3.2.2. Lead Design Manager**

The resource assigned as Lead Design Manager shall work together and under the direct supervision of the Senior Project Manager to control the planning/design phase of the R3 projects. The Lead Design Manager will supervise the design team, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the design phase;
- Assigning tasks and managing the design team's personnel;
- Identifying and allocating resources to the design phase;
- Assisting the Senior Project Manager in the risk assessment for the design phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the design issues;
- Owning and pursuing outstanding design issues;
- Coordinating various components of projects to ensure the on-time delivery of the design tasks and deliverables, like schematic design, final design documents, code compliance, submittals, request for information, etc.;
- Promoting inter-team communication and keeping all the design team informed;
- Managing the individual group leaders of the design team;
- Assisting the Senior Project Manager in the evaluation of design team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the design phase;
- Assisting the Senior Project Manager with status reports and presentations for the design phase;
- Promoting high quality standard for the design phase;
- Promoting ethical behaviors and work ethic within the design team;
- Ensure the compliance of the R3 projects with resilience and sustainable design;
- Ensure the compliance of the R3 projects with the Housing Quality Standard and codes;
- Assuming responsibility for work products of the design team; and
- Any other function required to support the R3 program.

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The Lead Design Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in planning, design, code compliance, sustainable design, accessible design, contract administration and design team management in CDBG disaster recovery or similar construction programs/projects. The Lead Design Manager must have:

- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Experience with design-build projects;
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects and Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as design manager in the construction industry; and
- At least five (5) years of experience designing housing or residential projects.

### **3.2.3. Lead Permit Manager**

The resource assigned as Lead Permit Manager shall work together and under the direct supervision of the Senior Project Manager to control the permitting and environmental aspects of the R3 projects. The Lead Permit Manager will supervise the permits and environmental team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the permitting and environmental activities;
- Assigning tasks and managing the permits and environmental team's personnel;
- Identifying and allocating resources to the permitting and environmental activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and environmental issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the permitting and environmental issues;
- Owning and pursuing outstanding permits, endorsement and environmental issues;
- Coordinating various components of projects to ensure the on-time delivery of permits and environmental deliverables, like lead abatement, asbestos abatement; erosion controls, construction permit, etc.;
- Promoting inter-team communication and keeping all the permits and environmental team informed;
- Managing the individual group leaders of the permits and environmental team;
- Assisting the Senior Project Manager in the evaluation of permits and environmental team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the permitting and environmental activities;
- Assisting the Senior Project Manager with status reports and presentations for the permitting and environmental activities;
- Promoting best management practices in the permitting and environmental activities;
- Promoting ethical behaviors and work ethic within the permits and environmental team;
- Assuming responsibility for work products of the permits and environmental team;

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- Assuming responsibility for permits and environmental issues of the R3 projects during the planning, design, construction and closeout phases; and
- Any other function required to support the R3 program.

The Lead Permit Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in permitting, environmental compliance, sustainable design, contract administration and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Permit Manager must have:

- A bachelor's or master's degree from an accredited institution in and environmental or engineering related field;
- At least ten (10) years of experience as team manager in the environmental or construction industry; and
- At least five (5) years of experience in permit processing for housing or residential projects.

#### **3.2.4. Lead Procurement Manager**

The resource assigned as Lead Procurement Manager shall work together and under the direct supervision of the Senior Project Manager to control the purchasing, procurement and financial aspects of the R3 projects. The Lead Procurement Manager will supervise the procurement team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the procurement activities;
- Assigning tasks and managing the procurement team's personnel;
- Identifying and allocating resources to the procurement activities;
- Assisting the Senior Project Manager with the risk assessment of procurement issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in cost control, record keeping, auditing and procurement issues;
- Owning and pursuing outstanding procurement issues;
- Ensure the diligent preparation of submittals' packages and tracking their approval;
- Coordinating various components of projects to ensure the on-time delivery of purchased good or services;
- Promoting inter-team communication and keeping all the procurement team informed;
- Managing the individual group leaders of the procurement team;
- Assisting the Senior Project Manager in the evaluation of procurement team staff and performance;
- Assisting the Senior Project in the controls of the budget for the procurement activities;
- Assisting the Senior Project with status reports and presentations for the procurement activities;
- Promoting best accounting practices in the procurement activities;
- Promoting ethical behaviors and work ethic within the procurement team;
- Assuming responsibility for work products of the procurement team;
- Assuming responsibility for standardization and procurement issues during the construction phase; and
- Any other function required to support the R3 program.

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The Lead Procurement Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in cost control, record keeping, best accounting practices, purchasing process, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Procurement Manager must have:

- A bachelor's or master's degree from an accredited institution in financial, business, engineering, or economic related fields;
- At least ten (10) years of experience as team manager in the accounting, financial or procurement industries; and
- At least five (5) years of experience with construction projects, facilities management or real estate management.

### **3.2.5. Lead Construction Manager**

The resource assigned as Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the R3 projects. The Lead Construction Manager will supervise the construction team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the construction phase;
- Assigning tasks and managing the construction team's personnel;
- Identifying and allocating resources to the construction phase;
- Assisting the Senior Project Manager in the risk assessment for the construction phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the construction and constructability issues;
- Owning and pursuing outstanding construction issues;
- Coordinating various components of projects to ensure the on-time delivery of the construction tasks and deliverables;
- Promoting inter-team communication and keeping all the construction team informed;
- Managing the individual group leaders of the construction team;
- Assisting the Senior Project in the evaluation of construction team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the construction phase;
- Assisting the Senior Project with status reports and presentations for the construction phase;
- Promoting high quality standard for the construction phase;
- Promoting ethical behaviors and work ethic within the construction team;
- Assuming responsibility for work products of the construction team; and
- Any other function required to support the R3 program.

The Lead Construction Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in construction (method, materials, equipment, etc.), Puerto Rico Building Code, safety, scheduling, contract administration, and construction management in CDBG disaster recovery or similar construction programs/projects. The Lead Construction Manager must have:



- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Knowledge of design-build projects.
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects or Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as construction manager in the construction industry; and
- At least five (5) years of experience in the construction of housing or residential projects.

### **3.2.6. Lead Safety Manager**

The resource assigned as Lead Safety Manager shall work together and under the direct supervision of the Senior Project Manager, to control the occupational safety and health aspects of the R3 projects. The Lead Safety Manager will supervise the safety compliance team of the R3 program, with the following responsibilities:

- Development, implementation and maintenance of the overall safety plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific safety plan for the R3 projects;
- Development and enforce safety protocols related to occupational safety and health issues;
- Preparing and certifying the regulatory documentation, related to occupation safety and health aspects, including but limited to: OSHA 300 form, OSHA 300A form, incident report, safety data sheets' binder, hazard communication, and warning labels;
- Analyzing incidents, tracking incident metrics, and preparing protocols to prevent future events;
- Preparing and conducting safety meeting and training with the group leaders of the safety compliance team;
- Assigning tasks and managing the safety compliance team's personnel;
- Identifying and allocating resources to the occupational safety and health activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and occupation safety issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the occupation safety and health issues;
- Owning and pursuing outstanding safety and health related issues, like, but not limited to: submittals, rigging plans, protocols, high risk events, OSHA, PROSHA, personal protection equipment, and safety inspections;
- Coordinating various components of projects to ensure the on-time delivery of safety compliance deliverables, including but limited to: rigging plan, risk evaluation, safety reports, tool box meeting, training, record keeping, and certifications;
- Promoting inter-team communication and keeping all the safety compliance team informed;
- Managing the individual group leaders of the safety compliance team;

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- Assisting the Senior Project Manager in the evaluation of safety compliance team, staff and performance;
- Assisting the Senior Project in the controls of the budget for the safety compliance activities;
- Assisting the Senior Project with status reports, trainings and presentations for the safety compliance activities;
- Promoting responsible safety and health practices during the abatement, demolition, construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the safety compliance team;
- Assuming responsibility for work products of the safety compliance team;
- Assuming responsibility for the prevention, communication and correction of safety issues during the all the phases of the R3 projects;
- Assuming responsibility for safety and health issues during the construction phase; and
- Any other function required to support the R3 program.

The Lead Safety Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in occupational safety, human health, risk assessment, labor laws and regulations related to workplace safety, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Safety Manager must have:

- A bachelor's from an accredited institution;
- Knowledge of OSHA regulations with regards to construction;
- 30 hour of OSHA training (OSHA trainer certificate preferred);
- Ability to train, influence, and motivate groups and team members;
- Clear understanding of specific safety issues related to construction;
- At least ten (10) years of experience in the occupational safety and health industry; and
- At least five (5) years of experience in construction safety for housing or residential projects.

### **3.2.7. Lead Quality Control Manager**

The resource assigned as Lead Quality Control Manager shall work together and under the direct supervision of the Senior Project Manager to control the quality control and quality assurance aspects of the R3 projects. The Lead Quality Control Manager will supervise the quality control team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially the quality control testing during the construction phase;
- Development, implementation and maintenance of the program's overall quality plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific quality plan for the R3 projects;
- Development and enforce quality control and quality assurance procedures and testing, related to construction;
- Tracking and resolving non-compliance reports;
- Preparing and conducting meetings and trainings with the group leaders of the quality control team;

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- Assigning tasks and managing the quality control team's personnel;
- Identifying and allocating resources to the quality control activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the quality control and quality assurance issues;
- Owning and pursuing outstanding quality related issues similar to, but not limited to: coordination drawings, quality control submittals, quality requirements, testing procedures, testing results, equipment start-up, quality control inspection, and mock-ups;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: testing, quality control reports, QC meetings, QC training, record keeping, and QC certifications;
- Promoting inter-team communication and keeping all the quality control team informed;
- Managing the individual group leaders of the quality control team;
- Assisting the Senior Project Manager in the evaluation of the quality control team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the quality control activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the quality control activities;
- Promoting total quality control practices during the construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the quality control team;
- Assuming responsibility for work products of the quality control team;
- Assuming responsibility for the prevention, communication and correction of quality control issues, during the construction, closeout and warranty the phases of the R3 projects;
- Assuming responsibility for quality control issues during the construction, closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Quality Control Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality control, quality assurance, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Quality Control Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- Clear understanding of specific quality issues related to construction;
- Knowledge in Total Quality Management concepts and practical application to the construction industry;
- At least ten (10) years of experience as team manager in the quality management industry; and
- At least five (5) years of experience in quality control in the construction industry for housing or residential projects.

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### **3.2.8. Lead Human Resource Manager**

The resource assigned as Lead Human Resource Manager shall work together and under the direct supervision of the Senior Project Manager to control the labor regulation compliance and staffing aspects of the R3 projects. The Lead Human Resource Manager will supervise the Human Resource team of the R3 program, with the following responsibilities:

- Development, implementation and enforcement of the program's personnel policy and employee manual for the R3 projects;
- Development, implementation and update of the projects' specific staffing plan for the R3 projects;
- Assist and track the subcontractor with the labor laws and regulation compliance for the R3 projects;
- Documenting, tracking and resolving staffing issues, complains and discipline;
- Preparing and conducting meetings and trainings with the group leaders of the human resource team;
- Assigning tasks and managing the human resource team's personnel;
- Identifying and allocating resources to the human resource activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the human resource issues;
- Ensuring the Selected Proposer and its lower tier contractors, document and comply with Executive Order OE-2018-033 "EXECUTIVE ORDER OF THE GOVERNOR OF PUERTO RICO, HON. RICARDO ROSELLO-NEVARES, TO INCREASE THE MINIMUM WAGE OF CONSTRUCTION WORKERS, TO BRING INTO FORCE THE LAWS REQUIRING THE USE OF CEMENT PRODUCED IN PUERTO RICO, AND TO REQUIRE THE USE OF LABOR AGREEMENTS IN PUBLICLY FUNDED CONSTRUCTION PROJECTS";
- Owning and pursuing outstanding labor compliance related issues for the Selected Proposer and its subcontractors.
- Knowledge in the following subjects, but not limited to: minimum wage, the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: PRDOH documentation, labor compliance certifications, payroll weekly statement of compliance; worker classification system, and employee interviews;
- Promoting inter-team communication and keeping all the human resource team informed;
- Managing the individual group leaders of the human resource team;
- Assisting the Senior Project Manager in the evaluation of the resource team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the labor compliance activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the human resource activities;
- Promoting safe, healthy, fulling workplace, and fair compensation in all phases of the R3 projects;

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- Promoting ethical behaviors and work ethic within the human resource team;
- Assuming responsibility for work products of the human resource team;
- Assuming responsibility for labor compliance issues during the all the phases of the R3 projects; and
- Any other function required to support the R3 program.

The Lead Human Resource Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in labor law, conflict resolution, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Human Resource Manager must have:

- A bachelor's or master's degree from an accredited institution in business administration, laws, or human resource fields;
- Knowledge in Best Human Resource practical to the construction industry;
- At least ten (10) years of experience as team manager in the human resource or labor laws fields; and
- At least five (5) years of experience in human resource or labor laws compliance in the construction industry.

#### **3.2.9. Lead Warranty Manager**

The resource assigned as Lead Warranty Manager shall work together and under the direct supervision of the Senior Project Manager to control the final turn over and warranty phase of the projects of the R3 projects. The Lead Warranty Manager will supervise the warranty team of the R3 program, with the following responsibilities:

- Development, tracking, and certifying the projects' specific closeout checklist and binder for the R3 projects;
- Preparing and certifying the closeout procedures and documentation, related to the closeout process, including but limited to: checklist, record documents, permits, taxes, certification, insurances, and warranties;
- Preparing and conducting closeout and warranty meeting with the group leaders of the warranty team and stakeholders;
- Assigning tasks and managing the warranty team personnel;
- Identifying and allocating resources to the warranty activities;
- Owning and pursuing outstanding closeout and warranty issues, like, but not limited to: final inspections, non-conformance work, and outstanding debts;
- Coordinating various components of projects to ensure the on-time delivery of closeout and warranty deliverables, including but limited to: record drawings, record specifications, closeout binder, warranty certifications, master plumber certification, professional electrician certification, commissioning, and final cleaning;
- Promoting inter-team communication and keeping all the warranty team informed;
- Managing the individual group leaders of the warranty team;
- Assisting the Senior Project Manager in the evaluation of warranty team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the warranty activities;

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- Assisting the Senior Project Manager with status reports, trainings and presentations for the closeout and warranty activities;
- Promoting ethical behaviors and work ethic within the warranty team;
- Assuming responsibility for work products of the warranty team;
- Assuming responsibility for the closeout and warranty issues during the closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Warranty Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Warranty Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- At least ten (10) years of experience as team manager in the construction industry; and
- At least five (5) years of experience in the construction industry for housing or residential projects.

### **3.3. Organizational and Staffing Plan**

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor), position, rank and relationship of the personnel performing any Construction Manager services or planned to work on the R3 Program. The Proposers' organization and staffing plan shall specifically include the required number of personnel, roles, and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

## **4. Deliverables and Milestones**

The Selected Proposers are responsible to complete the specific activities and task for the R3 Program as describe in this section. These deliverables must be produced in a timely manner with the utmost diligence. The PRDOH or its representatives could modify (reduce or expand) theses deliverables or milestones, as required by the R3 Program circumstances. The deliverables required in this section will be presented in the Proposers schedules as milestones of the program or the projects.

### **4.1. Planning and Design Deliverables for Replacement Homes**

The PRDOH will require three (3) phases of design for replacement homes (to be implemented under the reconstruction and relocation venues of the R3 Program). The first phase is the Conceptual Design. The second phase is Design Development. The third phase is the Construction Documents Phase. For repair works to be performed under the Program only Phase III of design (Construction Documents Phase) will apply. All Proposers will present their design alternatives for review in the following phases and timeframes.

#### **4.1.1. Conceptual Design (Phase I)**

The conceptual design for single-story and two-story 3-bedroom Model Homes will be submitted as part of the Proposals. For single-story and two-story 2-bedroom and 4-bedroom Model Homes the conceptual designs will be submitted after contract execution. Proposers must submit all the necessary information to clearly explain the design and construction technique intentions. The information and drawings for the Model Homes must clearly express the designer's intents in the following concepts:

- Appearance and aesthetics;
- Functionality and universal design;
- Areas and space distribution;
- Quality of proposed materials;
- Construction methodology and innovation; and
- Sustainability and resiliency.

#### **4.1.1.1. Drawings**

For conceptual design purposes one facade will be presented for each Model Home. The base model designs will be illustrated in floor plan, elevations, and sections drawings with a graphic scale. It is not necessary to include a site plan drawing in this phase. These renderings should be produced in standard commercial software like AutoCAD®.

#### **4.1.1.2. Renderings**

Conceptual designs must include color renderings of **(i)** a perspective view of the home, **(ii)** a 3D view of the front-façade, and **(iii)** a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper. The hardcopy illustrations must have a high-quality printing and paper. Digital copy of the rendering could be required as part of the RFP evaluation process. These renderings should be produced in standard commercial software like Revit® or SketchUp®.

#### **4.1.1.3. Narrative**

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: **(i)** the codes and versions of such codes to be used for the Model Homes, **(ii)** the spaces provided and layout functionality, **(iii)** the proposed construction materials, **(iv)** the proposed construction methods to be used, **(v)** any energy efficiency or water conservation considerations, **(vi)** any sustainable design considerations, **(vii)** the expected time for construction, **(viii)** any necessary strategies to meet designated budgets; and **(ix)** how the home will comply any of the Green Standards set forth in this Scope of Work.

#### **4.1.1.4. Document Format**

Drawings, renderings and design narrative must be presented in an 11" x 17" (tabloid) bound booklet. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: design narrative, cover sheet, floor plans and room legend, sections, elevations, 3D drawings and other documents. Digital files must be supplied in CD or DVD disc(s).

#### **4.1.1.5. Schedule of Deliverables**

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Time is of the essence for the R3 Program and the disaster recovery efforts. The Proposers shall be responsible for completing the conceptual design activities and must produce the products or services required within the following timeline:

- **Conceptual Designs for all Model Homes (Standard and ADA Compliant, single- and two-story):** To be submitted within ten (10) calendar days from contract execution.

#### **4.1.2. Design Development (Phase II)**

The Selected Proposers will submit a more detailed presentation of all the Model Homes for the evaluation and approval of the PRDOH or its representative. The Proposers should expect frequent communications, clarifications, and meetings with PRDOH or its representative. During this phase the Selected Proposers will prepare a standard: cost estimate, drawings, technical specification and permits, for the Model Homes.

##### **4.1.2.1. Drawings**

The Selected Proposers shall develop and submit drawings for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These drawings will illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. The drawings must include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical drawings. These renderings should be produced in standard commercial software like AutoCAD®.

##### **4.1.2.2. Technical specification**

The Selected Proposers shall develop and submit technical specifications for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These specifications will describe the materials, products, quality, testing, construction method, and execution. Technical specifications are to include, as a minimum, the following: general requirements; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; exterior improvements; and utilities. The technical specifications should be produced in standard commercial software like MasterSpec®.

##### **4.1.2.3. Renderings**

The Selected Proposers shall develop and submit for all the Home Models (standard) color renderings of (i) a perspective view of the home, (ii) a 3D view of the front-façade, and (iii) a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper and digital copy. The hardcopy illustrations must have a high-quality printing and paper. These renderings should be produced in standard commercial software like Revit® or SketchUp®.

##### **4.1.2.4. Narrative**

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: (i) the codes and versions of such

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codes to be used for the Model Homes, (ii) the spaces provided and layout functionality, (iii) the proposed construction materials, (iv) the proposed construction methods to be used, (v) any energy efficiency or water conservation considerations, (vi) any sustainable design considerations, (vii) the expected time for construction, (viii) any necessary strategies to meet designated budgets; and (ix) how the home will comply any of the Green Standards set forth in this Scope of Work.

#### **4.1.2.5. Cost Estimate**

The Proposers shall submit a detailed cost breakdown of the construction of each of the Model Homes submitted with the Design Development Phase. The cost breakdown must be itemized, show estimated cost of all trades, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis.

#### **4.1.2.6. Document Format**

The Selected Proposers must present the drawings, renderings in an 11" x 17" (tabloid) bound booklet. The technical specification and design narratives in an 8-½" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

#### **4.1.2.7. Permits and Endorsement**

The Selected Proposers shall prepare, submit, and obtain all preliminary construction permits and endorsements for all the Model Homes. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to a preliminary construction permit as per OGPé ("Oficina de Gerencia y Permisos" for its Spanish Acronym) guidelines for designs for which no site has been selected.

#### **4.1.2.8. Schedule of Deliverables**

Time is of the essence for the R3 Program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the design development activities and must produce the products or services of this section in the following timeline:

- **Design Development Documents and Applicable Permits for all Model Homes (Standard and ADA Compliant, single- and two-story):** To be submitted within twenty (20) days from the PRDOH's or its representative's approval of the Conceptual Design Phase.

PRDOH and its representatives will evaluate all documents submitted, and issue comments or approve them within ten (10) days of receipt.

#### **4.1.3. Final Construction Documents (Phase III)**

The Selected Proposers will develop and submit the final construction documents for all the repair and replacement home construction. For repair works this is the only design submission required for the R3 Program. The final construction documents will include all revisions required by the

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PRDOH or its representative, as well as the final permits approval for construction. This phase of design will be executed by the Selected Proposers upon assignment of homes through the R3 Program. Homeowners, when a replacement home is to be constructed, will select the façade for the home, paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that has no impact on costs.

#### **4.1.3.1. Project Site and Conditions**

The Selected Proposers will assess the specific property to complete the design. Construction Managers will be expected to diligently engage its organization to complete the civil and structural analysis, and design.

#### **4.1.3.2. Drawings**

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

#### **4.1.3.3. Technical specification**

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

#### **4.1.3.4. Document Format**

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

#### **4.1.3.5. Permits and Endorsement**

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

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#### 4.1.3.6. Schedule of Deliverables

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

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

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

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

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

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

## 5. Metrics, Milestones, and Performance

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

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

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Construction Managers through the life of the Contract and the R3 Program.

## 6. Compliance of Work with Federal Laws

### 6.1. [Reserved]

### 6.2. Fair Labor Act

All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Fair Labor Act.

### 6.3. Davis-Bacon Act



All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, if applicable<sup>1</sup>.

## **7. Environmental Review**

Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The Environmental Reviews of the properties in the R3 Program will be prepared by Environmental Consultants retained by the PRDOH. An environmental review process will be required for all awards to be issued under the R3 Program to ensure that the proposed activities do not negatively impact the surrounding environment and that the property itself will not have an adverse environmental or health effect on end users.

The R3 Program will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all R3 projects shall have an Environmental Review Record (ERR). The ERR for the projects will set forth (a) the existence of negative impacts on a site, (b) the means to mitigate negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if all other options fall and it becomes the most prudent action to take. Selected Proposers will be responsible for implementing any means to mitigate negative environmental impacts for projects, including lead and asbestos abatement measures.

### **7.1. Lead Hazard Assessments**

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead from dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

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<sup>1</sup> Generally, Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction which consists of projects involving the construction, alteration, or repair of eight or more separate, contiguous single-family houses operated by a single entity as a single project or eight or more units in a single structure. In the case of the R3 Program, Davis-Bacon requirements may not be triggered, since the Program is limited to single-family rehabilitation/reconstruction.

## **7.2. Asbestos Survey**

Exposure to asbestos increases risk of developing lung diseases. In general, the greater the exposure to asbestos, the greater the chance of developing harmful health effects. Disease symptoms may take many years to develop following exposure. Because of its fiber strength and heat resistance asbestos has been used in a variety of building construction materials for insulation and as a fire retardant. Asbestos has also been used in a wide range of manufactured foods, mostly in building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), friction products (automobile clutch, brake, and transmission parts), heat-resistant fabrics, packaging, gaskets, and coatings. Asbestos fibers may be released into the air by the disturbance of asbestos-containing materials during product use, demolition work, building or home maintenance, repair, and remodeling.

An asbestos survey is used to locate and describe asbestos-containing materials in a structure. The R3 Program will conduct comprehensive building asbestos surveys through inspection of the properties. The Asbestos Surveys of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

## **8. Damage Assessment Report**

A Damage Assessment Report prepared by the PRDOH's representative will be given to the R3 Construction Manager for each property. These damage assessments will be performed by qualified Program Damage Assessors from the Program Managers. These reports and their probable estimated cost of repairs will be the base to determine if a house will be repaired or replaced.

The Damage Assessment Report, in addition to documenting actual damages sustained by the dwelling unit, because of Hurricane's Irma and Maria, will also serve to establish the scope of work for the repair task of the R3 Construction Manager. This report will have the following information:

- The total cost of the rehabilitation to bring the home within the R3 Program parameters;
- The quantification of the value of work performed by the applicant at his/her home after the disaster;
- Detailed item-by-item take-off of the damages identified, for cost determination. The take-offs shall be combined with standardized unit prices (Program's Unit Pricelist) for each type of damage;
- Photographic evidence of the home's exterior including photos of the front, back, and sides. Any additional photograph required to document the overall building structure and site;
- Photographic evidence of the damages identified during the damage assessment;
- Any conditions identified (engineering or otherwise) during the assessment that may not allow rehabilitation works to be performed at the home and, as such, may trigger reconstruction or relocation;
- Overall recommendation for the Scope of Work to be performed through the R3 Program (i.e. Rehabilitation, Reconstruction, Relocation); and

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- Any other pertinent information to the Damage Assessment Report.

## 9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

- Facilitates communication and provides consistency amongst the PRDOH and its vendors (including Construction Managers);
- Ensures applicants are treated fairly during award determination process;
- Prevents unfair and unbalanced treatment to applicants;
- And facilitates the review and approval of applications for payment and change orders for Construction Managers.

The R3 Program will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use pricing information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactaware's Pricing Lists have been used in other implementations of CDBG-DR Programs all through the United States (e.g. Louisiana, North Carolina, Texas, West Virginia, etc.) and has been accepted by HUD as of reasonable cost.

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X\_JUN19** for Puerto Rico and for the month of June 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

Xactaware's Pricing Lists are published through Xactimate Software. Therefore, Construction Managers are required to acquire, maintain, and pay for Xactimate Licenses while under an engagement with the PRDOH for Construction Management Services.

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



Xactaware's Pricing Lists in combination with any Additional Line Item List published by PRDOH are the **Program Unit Price List**. All work performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as with the Minimum Architectural and Design Standards included as **Attachment 8** to the RFP.

#### 9.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the R3 Program. Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of indirect expenses (general overhead) such as (i) salaries and benefits of employees and personnel like bookkeepers, executives, administrative personnel, purchasing staff, estimators, and anyone else working on the central offices and not directly employed on a specific project; (ii) any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes; (iii) any physical property including vehicles and associated cost; (iv) costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; (v) and depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business. Overhead is also inclusive of any direct expenses (job overhead) such as (i) cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space; (ii) project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and job superintendents, among other employed on-site staff; (iii) temporary facilities such as on-site offices and other temporary structures like tool sheds, on-site container storage, temporary barricades, railing, ramps, walls, and protection; (iv) temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees; (v) cost for drinking water for on-site staff and workers including cups and maintenance; (vi) project photographs and signage; (vii) surveying and project staking; (viii) site cleanup, both daily and final; and (ix) and testing and inspection required including pumping, soil testing, and material testing.

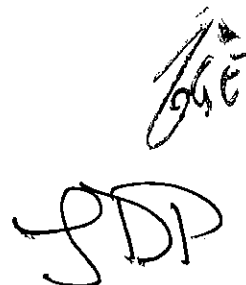
#### 9.2. Profit

Profit for Program Unit Price List Items will also be standardized under the R3 Program. Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

### 10. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;



- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- **Repair Works:** Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
- **Construction of Replacement Homes:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are **(1)** upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), **(2)** upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), **(3)** upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and **(4)** upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

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Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

## 11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

1. *Puerto Rico Building Code* (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
2. *Puerto Rico Residential Code* (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
3. *Puerto Rico Mechanical Code* (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
4. *Puerto Rico Plumbing Code* (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
5. *Puerto Rico Fire Code* (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
6. *Puerto Rico Fuel Gas Code* (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
7. *Puerto Rico Energy Conservation Code* (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
8. *Puerto Rico Existing Building Code* (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
9. *Puerto Rico Private Sewage Disposal Code* (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
10. *Puerto Rico Swimming Pool and Spa Code* (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

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

1. *Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use, and Business Operations* ("*Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, uso de terrenos y operación de negocios*"), as adopted on June 7, 2019;
2. *Local planning and zoning requirements*;
3. *Planning and Capacity Building* (Section 105(a)(12) of the HCDA);
4. *Energy Development Goals* (Section 105(a)(16) of the HCDA);
5. *Puerto Rico Firefighters Code*; most current approved version;
6. *Applicable Environmental Regulations*;



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

## **12. Tasks**

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

### **12.1. Task 01: Construction Management/Administration**

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

#### **12.1.1. Duties and Responsibilities**

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

#### **12.1.2. Document Control and Information Technology**

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

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

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#### **12.1.3. Occupational Safety and Health**

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

#### **12.1.4. Quality Control and Quality Assurance**

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

#### **12.1.5. Resilience Standard**

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

#### **12.1.6. Green Building Standard**

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

##### **12.1.6.1. Green Standards for Repairs**

The Selected Proposers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

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

##### **12.1.6.2. Green Standards for Replacement Home Construction**



The Selected Proposers will require that all Reconstruction or New Construction covered by this RFP meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR Certified Homes (version 3 program requirements for the Tropic);
- Enterprise Green Communities;
- LEED BD+C (Building Design and Construction);
- LEED Homes;
- LEED O+M (Building Operations and Maintenance);
- LEED ND (Neighborhood Development);
- ICC-700 National Green Building Standard;
- EPA Indoor AirPlus (ENERGY STAR a prerequisite);
- The "Permiso Verde" from the "Oficina de Gerencia de Permisos"; or
- Any other equivalent comprehensive green building program acceptable to HUD.

The Proposer must identify which Green Building Standard(s), they plan to use for the rehabilitation, reconstruction, or new construction projects. Selected Proposers must comply with at least one of the standards set forth above as certification under a Green Building Standard is a program requirement as part of project closeout and final payment to the Proposer.

Due to the above, the PRDOH encourages selected Proposers to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed such as it is the case with the Energy Star Certification. At any time during the contract, and with the consent of the PRDOH, selected Proposers may change the Green Building Standard to be used for homes at which construction has not yet begun.

#### **12.1.7. Public Relations**

The Selected Proposers are expected to cooperate with R3 Program's public relation efforts and facilitate dissemination of information. In order to achieve these goals, the Selected Proposers will, from time to time, provide and assist with data and information related to the R3 Program and its performance. The Construction Managers will channel any communication requests through the PRDOH and its representatives. The Proposers are not authorized to share any of the internal documents, data, confidential materials or sensitive information related to the R3 Program, unless an express and written authorization are provided by PRDOH.

#### **12.1.8. R3 Program Coordination**

The Selected Proposer will be responsible for the coordination and communication with the other entities working in the R3 Program. These R3 Program's team member will be:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery. This public entity is called the "Owner" in the R3 Program;
- **Program Managers:** responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. Will also be responsible for the inspection of all works completed through the housing programs. This entity will provide services to the PRDOH that could include, but are not limited to, operation support, construction compliance, project management, statutory compliance, document control, accounting and reporting for the PRDOH;

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

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

#### 12.2. Task 02: Architectural and Engineering Design

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

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

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

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#### 12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

#### 12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-in for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

#### 12.2.3. Specific Requirements:



- Primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. For the purpose of clarity, the use of local manufactured cement will apply to any cast-in-place concrete work performed. The use of non-locally manufactured cement may be permitted when materials or products are not locally available in sufficient quantities or if required quality standards cannot be achieved with local products.
- Single-Family Manufactured or Modular homes will be allowed.
- All the engineer or architectural research, data and analysis necessary for the completion of the R3 designs will be included in the costs of the repairs, reconstruction or new construction work. These ancillary costs may include but limited to: soil studies, traffic studies, tree inventory, hydrology & hydraulic study, or land surveys;
- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$145,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$160,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$170,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$205,000.00;
- Maximum Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- Maximum Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional

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sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.

- If applicable, the design of homes must include modifications to accommodate SHPO requirements.
- Homes to be built on a historic district, must submit and conform the façade designs to the special permit requirements as dictated by the federal and local cultural and preservation offices; and
- All Model Homes shall have the options for applicants to choose from such as exterior paint color schemes, cabinets color scheme, floor color schemes, and any other optional component that will not have an impact on costs.

#### 12.2.4. Repairs

The Selected Proposers will design the repair work of existing non-substantially damaged homes as indicated in the Damage Assessment Reports. Due to the nature of the repair work the Selected Proposers will be expected to create practical design and custom solutions for each household. The design for the repair work will be discussed and approved by the PRDOH or its representatives, prior to its execution.

#### 12.2.5. Reconstruction or New Construction

Homes constructed for the R3 Program aims to make its housing units usable by more LMI households at little to no extra cost. The Selected Proposers must aim to build resilient housing units that maintain livable conditions in the event of extended loss of power or water.

#### 12.2.6. Minimal suggested approximate area requirements

Space	2-Bedrooms	3-Bedrooms	4-Bedrooms
Front Porch	60.00 sq. ft.	60.00 sq. ft.	60.00 sq. ft.
Kitchen	90.00 sq. ft.	90.00 sq. ft.	90.00 sq. ft.
Living / Dining Area	240.00 sq. ft.	240.00 sq. ft.	240.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)
<b>Total Min. Area</b>	<b>800.00 sq. ft.</b>	<b>1,000.00 sq. ft.</b>	<b>1,200.00 sq. ft.</b>

Homes constructed under the R3 Program must include a carport slab (not roofed) for at least one (1) vehicle.

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#### **12.2.7. Single-Story Detached houses**

Homes for construction in urban or suburban lots with front, rear, and lateral yard space in accordance with zoning regulations. These types of homes must not share walls with adjacent homes (no rowhouse nor twin house configuration). Patio homes, in which the wall of a lateral yard is shared with the interior of the adjacent house may be a design option to be discussed before the presentation of the first Schematic Design Phase.

#### **12.2.8. Party-Wall houses**

In urban lots where lot space is at a premium or in rural setting where the lots have geometrical constraints. These houses are to be built in generally narrow lots where the unit lateral walls meet the lots limits, adjacent to neighbor buildings' walls/property, and where continuous lateral yards are impractical. Thus, the availability of natural light and ventilation availability must be achieved by incorporating creative design solutions such as non-continuous yards or wells. These models must have a rear yard as per zoning regulations, but a front yard may not be required or desirable (consult zoning and land use plans of specific locations).

#### **12.3. Task 03: Permits and Endorsements**

The Selected Proposer shall secure and pay for all incidental permits, endorsements, or certifications required to execute and use the repaired, reconstruction, or new construction project, as assigned to them and within the boundaries of the R3 Program. These permits, certifications, or endorsements shall be acquired in a timely manner to not adversely affect the progress of the work and the critical path of the work. Permits must be acquired in the name of the Program beneficiary (i.e. homeowner). The list of typical permits or endorsements shown below is a general list and shall not interpreted by the Proposer as an exclusive list of documents, other permits could be required for each project.

##### **12.3.1. List of Permits or Endorsements**

- Department of Transportation endorsement;
- Solid Waste Authority endorsement;
- Fire Department endorsement;
- Department of Agriculture endorsement;
- Municipality endorsement;
- Culture Institute endorsement;
- State Historical Preservation Office endorsement;
- United States Army Corp of Engineers endorsement;
- Environmental Quality Board endorsement;
- Planning Board endorsement;
- Department of Natural Resources and Environmental permit;
- General Consolidated permit;
- Public Service Commission permit;
- Demolition Permit;
- Lead and Asbestos Abatement permit;
- Construction permit;
- Propane Gas permit;

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- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Roadwork construction or modification permit;
- PREPA endorsement;
- PRASA endorsement; and
- Occupancy permit ("Permiso de Uso").

#### **12.4. Task 04: Lead & Asbestos Abatement**

The Selected Proposer shall secure and pay for all abatements permits, mitigation work, testing, and certifications required to execute the cleaning and prepare the projects for the demolition, rehabilitation, reconstruction or new construction activities. This task has to be completed in a timely, secure and safe matter, to ensure the compliance with the environmental laws and regulations.

##### **12.4.1. Objectives**

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

##### **12.4.2. General Requirements**

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

##### **12.4.3. Specific Requirements (if required)**

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

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

#### **12.4.4. Notice of Completion**

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

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

#### **12.5. Task 05: General Demolition**

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

##### **12.5.1. Notice of Completion**

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

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

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#### **12.6. Task 06: Single-Family Repair**

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

##### **12.6.1. General Requirements**

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

##### **12.6.2. Specific Requirements**

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

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

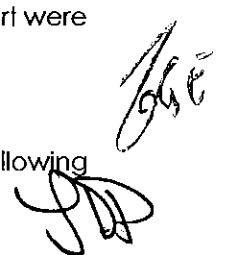
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- Verifying the information giving by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions. This report will certify if the conditions observed match the Damage Assessment report, if not it will list the discrepancies;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Providing architectural and engineering construction plans and technical specification for the repair work;
- Selective demolition of site, exterior or interior elements in the lot;
- Site clearance and improvements;
- Removal of buildings materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Installation of smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of water and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, and modification or replacement of heating and cooling equipment;
- Utility connection from residential structure to water distribution system or local sewer collection lines, or installing septic tank system;
- Utility connection from residential structure to electrical distribution system;
- Building envelopes rehabilitation, including: roof, exterior doors, exterior windows, exterior walls, siding, and exterior MEP systems.
- Removal of materials and architectural barriers that restrict the mobility and accessibility of elderly and severely disabled persons to the dwelling unit;
- Improvements to the quality of life of elderly and handicap persons, that are eligible for rehabilitation;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;
- Preserving or restoring properties of historic significance;
- Surface preparation and finishes rehabilitation, including painting;
- Flooring repairs or replacement;
- Cabinet, shelving and appliances replacement;
- MEP equipment repair or replacement;
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the repaired elements. This report will certify that all the conditions observed in the Damage Assessment report were corrected and certify any deviation work or modifications performed.

#### **12.6.3. Notice of Completion**

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

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- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the PRDOH or its representative;
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.

#### **12.7. Task 07: Single-Family Reconstruction or New Construction**

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

##### **12.7.1. General Requirements**

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Specially construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task;
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP;
- The home reconstruction or new construction will provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on Applicant eligibility;

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- The reconstructed or newly constructed dwelling unit will be a single-story or two-story unit, as determinate by the PRDOH or its representatives; and
- The façade style for the reconstruction or new construction dwelling unit will select by the homeowner and approved by the PRODH or its representative, during the pre-construction meeting. Homeowner will also choose from options such as exterior paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that will not have an impact on costs.

#### **12.7.2. Specific Requirements**

The Selected Proposer will be required to construct a new dwelling unit for a single-family in the same lot (Reconstruction) or a new lot (New Construction). The reconstructed or newly constructed housing unit will be based on the Model Homes, previously pre-approved by the PRDOH or its representatives. These Model Homes and subsequent work on the properties may include, although not be limited to, the following:

- Preparing a work plan and schedule for each reconstructed or newly constructed dwelling unit;
- Verifying the information provided by the PRDOH or its representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions of the lot and its perimeter. This report will certify the site conditions observed;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the reconstruction or new construction work;
- Providing architectural and engineering construction plans and technical specification for the reconstruction or new construction;
- Geotechnical work for the site and the structure, including, but limited to: borings, in-site tests, slope stabilization analysis, laboratories, certification, and technical reports;
- Laboratory testing, certification and reporting for quality control, quality assurance or commissioning work, including, but not limited to: soils, concretes, masonries, asphalts, and waterproofing;
- Clearance, grading and improvements to the Site;
- Removal of buildings materials or debris in the lot;
- Geometrical correction or new construction to the Site entrance;
- Removal of buildings materials or debris in the lot;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Foundation work for new building structure including, but limited to: footing, block wall, foundation wall, and floor slab;
- Exterior work for new building structure including, but not limited to: concrete wall, masonry block wall, stone veneer, exterior plastering, metal siding, exterior window, exterior door, envelop insulation, shutter, skylight, built-up roofing, concrete roof, and metal roof;

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- Interior work for new building structure including, but limited to: concrete wall, drywall partitions, interior plaster, ceiling stucco, suspended ceiling, interior door, flooring, and stairways;
- Specialty work for new building structure including, but not limited to: kitchen, appliances, bathroom accessories, and wood deck;
- Mechanical, electrical and Plumbing (MEP) work for new building structure including, but not limited to: domestic water system, bathroom fixtures, water heater, sanitary system, ventilation system, storm drainage system, fire protection, lighting fixture, fire alarm system, wiring devices and electrical distribution system;
- Accessibility (if applicable) to comply with the American with Disabilities Act, as amended, for eligible homeowner.
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the reconstructed or newly constructed dwelling unit and site.

#### **12.7.3. Notice of Completion**

The reconstruction or new construction projects under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the Owner or the Owner's Representative;
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.
- The warranty binder (as specified in Task 08: Projects Closeout) has been delivered by the Construction Manager to the Homeowner and the PRDOH or its representatives.

#### **12.8. Task 08: Projects Closeout**

The Selected Proposers will be responsible for the closeout process of the repaired, reconstructed or newly Constructed homes. The closeout procedures and record documentation will be defined and coordinated with the PRDOH or its representatives, after the Proposers are selected.

##### **12.8.1. Duties and Responsibilities:**

- Deliver one hardcopy and digital copy of closeout binder to the PRDOH or its representatives;
- Deliver one hardcopy and digital copy of closeout binder to the Homeowner;
- Maintaining and preserving the projects records for the period prescribe in the contract;

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

**12.8.2. Closeout Checklist and Binder (PRDOH):**

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

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

**12.8.3. Closeout Checklist and Binder (Homeowner):**

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

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

**12.9. Task 10: Warranty Period**

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

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

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

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

#### **12.10. Task 11: Temporary Relocation**

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

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

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

1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
3. Have no duplication of benefits issues that could prevent the Program from providing services;
4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate<sup>2</sup> for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

Applicants who qualify for temporary relocation assistance will receive payment for the duration of construction, plus two (2) weeks to accommodate time to obtain a final inspection and occupancy permit (permiso de uso). Temporary relocation assistance will be prorated for partial months, as needed. Temporary relocation assistance will not be offered for any period of time

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<sup>2</sup> [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018\\_code/2018state\\_summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.odn)

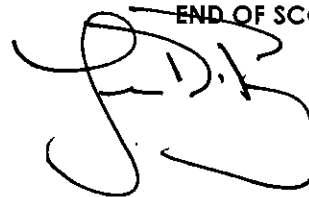




beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

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

END OF SCOPE OF WORK

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**William Rios Maldonado**

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**From:** jdp@caribetecno.com  
**Sent:** Wednesday, August 14, 2019 3:12 PM  
**To:** William Rios Maldonado  
**Cc:** Jose D. Perez Fernandez; n.tirado@caribetecno.com; Laura Pagan Santana  
**Subject:** CARIBE TECNO BAFO  
**Attachments:** CARIBE TECNO EXH O2 TS 4B.pdf; CARIBE TECNO EXH O2 SS 4B.pdf; CARIBE TECNO EXH O2 TS 3B.pdf; CARIBE TECNO EXH O2 SS 3B.pdf; CARIBE TECNO EXH O2 TS 2B.pdf; CARIBE TECNO EXH O2 SS 2B.pdf; CARIBE TECNO EXH O1.pdf

**August 14, 2019**

**Dear Mr. Ríos Maldonado:**

**Pursuant to your letter dated August 8, 2019 regarding RFP No. DCBG-DR-RFP-2018-09, as well as subsequent clarifications and correspondence, we are pleased to submit herewith, CARIBE TECNO'S BAFO for subject RFP, duly initialized, dated and executed as required.**

**Documents for our BAFO enclosed are as detailed below.**

- 1. Exhibit O-1 / Program Unit Price List (7 pages)**
- 2. Exhibit O-2 / 2 Br-SS; Replacement Cost Form (2 pages)**
- 3. Exhibit O-2 / 3 Br-SS; Replacement Cost Form (2 pages)**
- 4. Exhibit O-2 / 4 Br-SS; Replacement Cost Form (2 pages)**
- 5. Exhibit O-2 / 2 Br-TS; Replacement Cost Form (2 pages)**
- 6. Exhibit O-2 / 3 Br-TS; Replacement Cost Form (2 pages)**
- 7. Exhibit O-2 / 4 Br-TS; Replacement Cost Form (2 pages)**

**We look forward to continuing contributing with the Department of Housing on its initiatives, to provide disaster relief and assistance to the most vulnerable citizens of Puerto Rico.**

**Sincerely,**

**Ing. José Domingo Pérez**  
Presidente





**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

**EXHIBIT O-1**  
**PROGRAM UNIT PRICE LIST**

**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant for Disaster Recovery**  
**Puerto Rico Department of Housing**  
**CDBG-DR-RFP-2018-09**  
**(Revised for Negotiations on August 8, 2019)**

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

**XACTAWARE'S PRICING LIST**

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

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X\_JUL19** for Puerto Rico and for the month of July 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

**ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST**

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

The combination of line items within Xactaware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

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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 6%) will be added to determine the total cost of work, as applicable.

### ADDITIONAL LINE ITEMS LIST

#### Design and Permitting Costs for Repair Awards (Soft Cost)

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

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

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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: Asbestos Abatement Permitting	LS	\$935.00	Includes costs for the acquisition of asbestos removal permits for the implementation of any abatement works required at the storm-damaged home.
8	Soft Cost: Lead-Based Paint Abatement Permits	LS	\$935.00	Includes costs for the acquisition of lead-based paint removal permits for the implementation of any abatement works required at the storm-damaged home.

### Construction Works (Hard Costs)

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

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

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
Request for Proposals No. CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant for Disaster Recovery  
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ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	\$6.56	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$129.85	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$192.34	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$185.46	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$245.01	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$4.67	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.32	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.50	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$4.37	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.19	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	\$21.72	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	\$19.06	Cost Reasonableness Basis: RSMMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	\$11.29	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.31	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
30	Lead Removal: Door trim, one side	LF	\$9.65	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
31	Lead Removal: Fence, picket, one side	SF	\$20.26	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	\$20.27	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrails	LF	\$7.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	\$8.86	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.46	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.50	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$38.52	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal: Pipe hangers	EA	\$17.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	\$7.88	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	SF	\$12.70	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$171.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$227.34	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$272.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$341.18	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$17.75	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$6.57	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
47	Asbestos Removal: Metal Beams	LF	\$43.29	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
48	Asbestos Removal: Duct or AHU insulation	SF	\$6.96	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
Request for Proposals No. CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant for Disaster Recovery  
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ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$6.80	Cost Reasonableness Basis: RSMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$7.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$8.74	Cost Reasonableness Basis: RSMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$11.15	Cost Reasonableness Basis: RSMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$9.41	Cost Reasonableness Basis: RSMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$19.13	Cost Reasonableness Basis: RSMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$20.14	Cost Reasonableness Basis: RSMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$31.85	Cost Reasonableness Basis: RSMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$47.44	Cost Reasonableness Basis: RSMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$34.95	Cost Reasonableness Basis: RSMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$5.09	Cost Reasonableness Basis: RSMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$3.40	Cost Reasonableness Basis: RSMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$6.05	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$3.82	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$15.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$1.67	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
Request for Proposals No. CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant for Disaster Recovery  
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ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.68	Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$1.99	Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.03	Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.68	Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty, 4 plies #15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	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 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty, 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty, Acrylic, 2 coats.	SF	\$2.06	Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty, Mod. bit. rting., SBS mod, gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.16	Cost Reasonableness Basis: RSMeans 07 52 16.10 0450. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty, Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$158.10	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	SF	\$0.96	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0020. 1.8 factor applied to labor to consider Minimum Wage Increase.

I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

CARIBE TECNO, CRL  
Proposer Entity Name

Proposer Authorized Representative Signature  
Caribe Tecno, Inc., Administrator of Caribe Tecno, CRL  
José D. Pérez, President  
Proposer Authorized Representative Printed Name

August 14, 2019  
Date

END OF PROGRAM UNIT PRICE LIST



GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2018-09  
(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$14,800
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,900
SC-05	Overhead Cost (applicable to all soft costs)	\$6,250
SC-06	Profit Cost (applicable to all soft costs)	\$3,000
<b>Sub-Total Soft Costs <sup>(4)</sup></b>		<b>\$37,950</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$119,950
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$12,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,500
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$144,950</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$4,966</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$182,900</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$187,866</b>

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**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include: (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits 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

Caribe Tecno, Inc. Administrator of Caribe Tecno, CRL

José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date

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GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant - Disaster Recovery  
CDBG-DR-RFP-2018-09  
(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$14,990
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,985
SC-05	Overhead Cost (applicable to all soft costs)	\$6,500
SC-06	Profit Cost (applicable to all soft costs)	\$3,250
Sub-Total Soft Costs <sup>(3)</sup>		\$38,725
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$134,950
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$17,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$17,500
Sub-Total Hard Costs <sup>(4)</sup>		\$169,950
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
Sub-Total ADA Compliance Delta Costs		\$4,966
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup>		\$208,675
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$213,641

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**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registo"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipally 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 Permits 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

Caribe Tecno, Inc., Administrator of Caribe Tecno, CRL  
José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date

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GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2018-09  
(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$15,200
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$8,400
SC-05	Overhead Cost (applicable to all soft costs)	\$6,500
SC-06	Profit Cost (applicable to all soft costs)	\$3,250
Sub-Total Soft Costs <sup>(3)</sup>		\$39,350
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$147,950
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$18,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$18,500
Sub-Total Hard Costs <sup>(4)</sup>		\$184,950
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
Sub-Total ADA Compliance Delta Costs		\$4,966
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup>		\$224,300
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$229,266

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**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$140,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registo"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit D-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

Caribe Tecno, Inc., Administrator of Caribe Tecno, CRL  
José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date



GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$14,800
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,920
SC-05	Overhead Cost (applicable to all soft costs)	\$6,275
SC-06	Profit Cost (applicable to all soft costs)	\$3,000
Sub-Total Soft Costs <sup>(3)</sup>		\$37,995
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$140,000
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$12,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$7,500
Sub-Total Hard Costs <sup>(4)</sup>		\$160,000
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
Sub-Total ADA Compliance Delta Costs		\$4,966
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup>		\$197,995
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$202,961

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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 cap.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs cap. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$140,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registor"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits 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

Caribe Tecno, Inc., Administrator of Caribe Tecno, CRL  
José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date

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GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant - Disaster Recovery

CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$15,200
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$8,400
SC-05	Overhead Cost (applicable to all soft costs)	\$6,500
SC-06	Profit Cost (applicable to all soft costs)	\$3,250
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$39,350</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$167,500
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$12,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$5,000
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$185,000</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$4,966</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$224,350</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$229,316</b>

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**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registo"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits 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

Caribe Tecno, Inc., Administrator of Caribe Tecno, CL  
José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date

*[Handwritten Signature]*

*[Handwritten Signature]*



GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant – Disaster Recovery  
CDBG-DR-RFP-2018-09  
(Revised for Negotiations on August 8, 2019)

Name of Proposer: CARIBE TECNO, CRL

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost (1)
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) (2)(3)</b>		
SC-01	Design and Permitting for Replacement Home Construction	\$15,900
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,500
SC-03	Services During Construction (Design Supervision)	\$1,500
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$8,800
SC-05	Overhead Cost (applicable to all soft costs)	\$6,500
SC-06	Profit Cost (applicable to all soft costs)	\$3,250
<b>Sub-Total Soft Costs (3)</b>		<b>\$40,450</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) (4)(5)(6)</b>		
HC-01	Replacement Home Construction Cost	\$172,000
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$18,500
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,500
<b>Sub-Total Hard Costs (4)</b>		<b>\$205,000</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$3,575
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$245
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$764
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$382
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$4,966</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home (7)(8)</b>		<b>\$245,450</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home (8)(9)</b>		<b>\$250,416</b>

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Exhibit O-2 - Replacement Home Cost Form

(Revised for Negotiations on August 8, 2019)

CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home. (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality 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

Caribe Tecno, Inc., Administrator of Caribe Tecno, CRL

José D. Pérez, President

Proposer's Authorized Representative Printed Name

August 14, 2019

Date


## ATTACHMENT E

### Performance Requirements

#### Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

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

##### Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

##### Practice of Licensed Professions

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

##### Replacement Home Design Submission Performance Timeframes

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

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

Contractor must submit Replacement Home design deliverables as follows:

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

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

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**Repair or Replacement Home Assignment Performance Timeframes**

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

- **Design and Permitting:** Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.
- **Repair Works:** All work under a repair award must be completed by Contractor within **sixty (60) days**. This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the project<sup>1</sup>. The date at which the Contractor notifies OGPe or the Autonomous Municipality of the project will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.
- **Replacement Home Construction Work:** All work under an award that requires the construction of a replacement home must be completed by Contractor within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

**Liquidated Damages & Penalties**

Contractor performance is subject to the following liquidated damages and penalties:

- **Liquidated Damages<sup>2</sup>:** Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to **\$100.00** for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

<sup>1</sup> Pursuant to Planning Board Resolution No. JPE-2019-071, Program repair works, under certain conditions, are exempt from the Construction Permit requirement in the *Reglamento Conjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenos, y Operación de Negocios*. The Program, however, must comply with the proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

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

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

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

#### **Metrics, Milestones, and Performance**

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

- **Workmanship:** To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed<sup>3</sup> to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- **Work in Progress:** A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed<sup>3</sup> has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- **Client and Homeowner Satisfaction:** This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

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<sup>3</sup> Notice to Proceed refers to the assignment of a home to the Contractor, Not to the Notice to Proceed for Repair or Replacement Home Construction Work referenced in the timeframes of performance.

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PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Contractor through the life of the Contract and the Program.

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GOVERNMENT OF PUERTO RICO  
Department of Housing  
FORM DV-OSPA-78-5

# Attachment F

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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS  
FOR CONSTRUCTION SERVICES

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

**A. All bidders will submit a BID BOND**

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

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

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

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

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

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

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

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

( ) **3. Crime Insurance**

COVERAGE REQUIRED	
III.	<b>Employee Dishonesty:</b>
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
IV.	<b>Forgery &amp; Alteration Form:</b>
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
V.	<b>Theft, Disappearance &amp; Destruction (Inside/Outside):</b>
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
VI.	<b>Computer Fraud:</b>
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence

(X) **4. Comprehensive Automobile Liability Form including the following insurance coverages**

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

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*Loge*

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

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

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

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

(X) A.2 Limit:

(X) each occurrence \$1,000,000

(X) aggregate \$5,000,000

(X) deductible \$5,000.00

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

(X) **6. Cyber Liability**

Limit - \$5,000,000.00

(X) **7. Umbrella**

Limit - \$10,000,000.00

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

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

(X) b. 100% total finished cash value for all finished construction, materials installed and/or stored on site including construction equipment and/or installation equipment provided by the "LHA".

(X) c. The "LHA" and the Government of Puerto Rico must be included as an additional insured.


(X) **9. Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond**

- (X) a. A document for the total cost of the project under contract.
- (X) b. The surety must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.
- (X) c. You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obligated Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost \$15,000.00 or more.
- (X) d. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the \*LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

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

- (X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.

- (X) b. This bond must be within the penalty amount not to exceed:

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

2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to \_\_\_\_\_ dollars.

- (X) c. Principal
- (X) Main Contractor
  - (X) Roofing Contractor
  - (X) Supplier of Roofing Materials

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- (X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.
- (X) e. This bond must be within the sum penalty without exceeding:
- A determined 2-1/2% of the value of the total cost of the Project equivalent to \_\_\_\_\_ dollars
- (X) f. Principal
- (X) Main Contractor
  - (X) Subcontractor
  - (X) Supplier of infiltration materials water
- (X) g. This bond must be submitted for approval before the final payment of the contract is made.
- (X) 11. The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico**.
- (X) a. Breach of warranty
  - (X) b. Waiver and / or Release of Subrogation
  - (X) c. Additional Insured Clause
  - (X) d. Hold Harmless Agreement
  - (X) e. 90 Days Cancellation Clause
- (X) 12. ~~The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide~~

### C. TERMS AND CONDITIONS

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

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4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

**D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES**

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. ~~To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide"~~
3. Submit to the **\*LHA** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the **\*LHA**: Discuss any refund of unearned premium.
6. Follow all Federal Bid and Acceptance Insurance Regulations, when applicable.

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7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

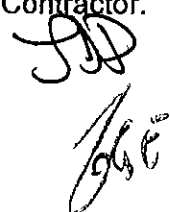
**E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:**

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the \*LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the \*LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The \*LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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**F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5**


In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this **Form (DV-OSPA-78-5)** shall prevail over any other insurance specifications.

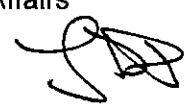
**G. CERTIFICATE OF INSURANCE SECTION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

**DESCRIPTION OF THE SERVICES: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**

December 11, 2018  
Date

  
\_\_\_\_\_  
Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs





## HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

### General Provisions:

#### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

#### 2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

#### 3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

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thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

#### **5. ACCESS TO RECORDS**

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.



#### **6. MAINTENANCE/RETENTION OF RECORDS**

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

#### **7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

**8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

**9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

**10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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



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

**12. AGE DISCRIMINATION ACT OF 1975**

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

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

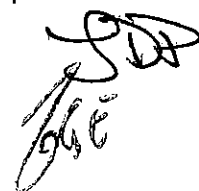
**14. CONFLICTS OF INTEREST**

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

**15. SUBCONTRACTING**

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts;
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal

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- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

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

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

#### **16. ASSIGNABILITY**

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

#### **17. INDEMNIFICATION**

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

#### **18. COPELAND "ANTI-KICKBACK" ACT**

##### **(Applicable to all construction or repair contracts)**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.



**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**20. DAVIS-BACON ACT**

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

**21. TERMINATION FOR CAUSE**

**(Applicable to contracts exceeding \$10,000)**

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

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Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

## **22. TERMINATION FOR CONVENIENCE**

### **(Applicable to contracts exceeding \$10,000)**

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

## **23. SECTION 503 OF THE REHABILITATION ACT OF 1973**

### **(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;



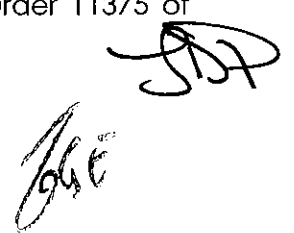


- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

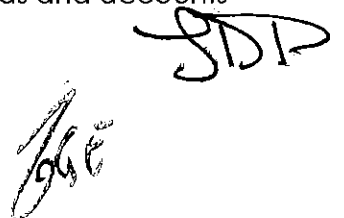
The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of

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October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts

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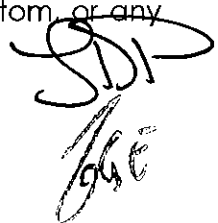
by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**25. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**  
**(Applicable to contracts exceeding \$100,000)**

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every



nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

**27. ANTI-LOBBYING**

**(Applicable to contracts exceeding \$100,000)**



By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

**28. BONDING REQUIREMENTS**

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

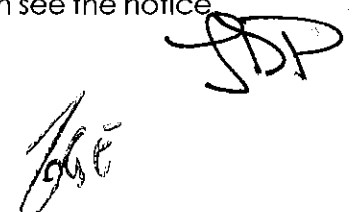
The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

**(As required by applicable thresholds)**

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

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The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

### **30. FAIR HOUSING ACT**

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing

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of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

### **31. ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

### **32. HATCH ACT**

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

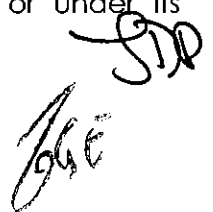
The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

### **33. HEALTH AND SAFETY STANDARDS**

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

### **34. PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

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supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**35. WITHHOLDING OF WAGES**

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

**36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

**37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

**38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any

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property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

**39. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

**40. INTEREST OF CONTRACTOR**

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

**41. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

**42. RELIGIOUS ACTIVITY**

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

**43. FLOOD DISASTER PROTECTION ACT OF 1973**

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

**44. LEAD BASED PAINT**

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

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**45. VALUE ENGINEERING**

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

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

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**GOBIERNO DE PUERTO RICO**  
**DEPARTAMENTO DE LA VIVIENDA**  
**ACUERDO LABORAL DE PROYECTO ENTRE**  
**EL DEPARTAMENTO DE LA VIVIENDA DE PUERTO RICO**  
**Y**  
**CARIBE TECNO, CRL**

**ARTÍCULO 1. —BASE LEGAL**

Se adopta este Acuerdo Laboral de Proyecto (en adelante, "Acuerdo") de conformidad y en cumplimiento con la Sección 3ra. del Boletín Administrativo Núm. OE-2018-033, titulado "Orden Ejecutiva del Gobernador de Puerto Rico, Hon. Ricardo A. Rosselló Nevares, para aumentar el salario mínimo de los trabajadores de la construcción, poner en vigor las leyes que requieren el uso de cemento producido en Puerto Rico y requerir el uso de acuerdos laborales en proyectos de construcción sufragados con fondos públicos", promulgado el 30 de julio de 2018 (en adelante, "OE-2018-033").

**ARTÍCULO 2. —PROPÓSITO**

El Gobierno de Puerto Rico desea abonar al bienestar económico de los trabajadores de la construcción, fomentar la paz laboral, la seguridad de los empleados y promover la ejecución eficiente y puntual del Proyecto de Construcción, según definido en el Artículo 4 de este Acuerdo, de manera que se cumpla con la política pública esbozada en la OE-2018-033. De conformidad con la Sección 4ta de la OE-2018-033, este Acuerdo fomentará el logro de estos objetivos, y exclusivamente: vincula a todos los contratistas y subcontratistas que participen del Proyecto de Construcción; contiene herramientas para evitar interrupciones derivadas de disputas laborales; promueve la armonía laboral; proporciona mecanismos uniformes para la solución de conflictos laborales; y fomenta la cooperación entre los contratistas y sus trabajadores en asuntos relacionados a la productividad y la seguridad ocupacional.

**ARTÍCULO 3. —PARTES DEL ACUERDO**

Este documento es un Acuerdo Laboral de Proyecto suscrito por el Departamento de la Vivienda de Puerto Rico, como agencia, corporación pública, instrumentalidad, oficina o dependencia de la Rama Ejecutiva del Gobierno de Puerto Rico (en adelante, "Agencia"), y **CARIBE TECNO, CRL** como



contratista que emplea trabajadores para la construcción del Proyecto de Construcción (en adelante, "Contratista").

#### **ARTÍCULO 4. —PROYECTO DE CONSTRUCCIÓN**

El Programa de Reparación, Reconstrucción, o Reubicación (en adelante "Proyecto de Construcción") proporciona asistencia a propietarios de viviendas para reparar hogares dañados y reconstruir unidades de vivienda significativamente afectadas por los Huracanes Irma y María en septiembre de 2017. El Proyecto de Construcción proveerá tres (3) distintos tipos de asistencia: reparación, reconstrucción, y reubicación. Los trabajos de diseño y construcción de los trabajos a implementarse, independientemente del tipo de asistencia a ser provista, serán implementados por el Contratista y su equipo. El Contratista será asignado casos para reparar hogares y casos para reconstruir hogares en sitio o en una nueva localidad fuera de peligro. Los casos serán asignados al Contratista mediante Órdenes de Tarea. La emisión de Órdenes de Tarea por la Agencia estará basada en el desempeño y capacidad del Contratista de realizar trabajos en el Proyecto de Construcción.

#### **ARTÍCULO 5. —RESPONSABILIDADES Y OBLIGACIONES DE LAS PARTES**

Este Acuerdo será vinculante para la Agencia y todos los Contratistas de todos los niveles que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del Departamento del Trabajo y Recursos Humanos (en adelante, "DTRH"). Los Contratistas incluirán en cualquier subcontrato suscrito durante el plazo de este Acuerdo, una cláusula a los efectos de que sus subcontratistas, de todos los niveles, serán partes vinculadas por este Acuerdo con respecto a todo trabajo subcontratado dentro del alcance del Proyecto de Construcción. Además, todos los Contratistas y los subcontratistas que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del DTRH, deberán incluir una cláusula en el contrato mediante la cual se obliguen a cumplir las disposiciones de este Acuerdo.

La Agencia no será responsable por ninguna violación de este Acuerdo. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. La responsabilidad de cualquier Contratista en virtud del presente Acuerdo será individual y no mancomunada. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. Disponiéndose que la compensación de los trabajadores contratados por subcontratistas que no cumplieron con el requisito del salario mínimo será responsabilidad del Contratista.

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GOVERNMENT OF PUERTO RICO  
Department of Housing

Nada en este Acuerdo limita la discreción exclusiva de la Agencia para determinar a qué Contratista se le adjudicarán los contratos para el Proyecto de Construcción. La Agencia retiene autoridad para cancelar, retrasar o suspender en todo o en parte el Proyecto de Construcción.

Además de lo dispuesto en este Acuerdo, en la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, la responsabilidad de este último se regirá según lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*.

#### **ARTÍCULO 6. —SALARIOS**

A todos los trabajadores cubiertos por este Acuerdo se les pagará una tarifa de salario no menor de quince dólares (\$15.00) por hora, de conformidad con la OE-2018-033, la Carta Circular del DTRH Núm. 2018-01 y el Artículo 9 de este Acuerdo. En caso de que el trabajador tenga derecho a devengar un salario mayor al contemplado en la OE-2018-033, por razón de alguna ley federal o estatal, el contratista y los subcontratistas vendrán obligados a pagar el salario más alto. El Contratista exhibirá en un lugar visible del Proyecto de Construcción, el afiche confeccionado por el DTRH sobre el salario mínimo establecido en la OE-2018-033. Disponiéndose que la clasificación de una persona como contratista independiente no será, por sí sola, fundamento para evitar el salario mínimo dispuesto por la OE-2018-033.

Según dispone la Sección 3 de la Ley Núm. 17 de 17 de abril de 1931, según enmendada, conocida como "*Ley de Pago de Salarios*", los trabajadores recibirán su compensación ya sea en metálico, mediante cheque, depósito directo, transferencia electrónica o créditos a una tarjeta de nómina, a intervalos que no excederán de quince (15) días. Cuando un trabajador es despedido o renuncia a su trabajo durante cualquier día de la semana, el Contratista compensará el importe del número de días trabajados, no más tarde del próximo día oficial de pago en la forma acordada.

De ser aplicables las disposiciones de la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como "*Ley para Establecer la Jornada de Trabajo en Puerto Rico*", por no existir un convenio colectivo vigente negociado por una organización obrera, el Contratista deberá suministrar a cada trabajador un talonario de pago que contenga la siguiente información: nombre y dirección del Contratista, nombre del empleado, puesto, fecha y periodo de trabajo



comprendido por el pago, total de horas regulares y extraordinarias, salario devengado por concepto de horas regulares y extraordinarias; adiciones y deducciones, indicando el concepto por el cual se hacen; y la cantidad neta recibida por el trabajador. El patrono deberá hacer disponible, durante el término de cinco (5) días calendario posteriores al pago, el talonario de pago a través de algún método que garantice su recibo de conformidad con el Artículo XV del Reglamento del DTRH Núm. 9017 de 4 de abril de 2018, "Reglamento para Administrar la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como 'Ley para Establecer la Jornada de Trabajo en Puerto Rico'".

Las Partes reafirman la política de no discrimen en el taller de trabajo por alguna de las causales prohibidas por ley, así como con la política pública dirigida a promover igual paga por igual trabajo de conformidad con la Ley 16-2017, "Ley de Igualdad Salarial de Puerto Rico", y la Ley 61-2017. Además, el Contratista reconoce que ha consultado las "Guías Uniformes para el Autoestudio de Igualdad Salarial en el Empleo" de 10 de agosto de 2017, en aras de realizar cualquier evaluación interna para corroborar que no discrimina salarialmente a sus empleados por razón de sexo.

Será de aplicación todo otro aspecto de la legislación y reglamentación federal y estatal referente a cómo se paga el salario mínimo y qué constituyen horas o tiempo de trabajo.

#### **ARTÍCULO 7. —PROCEDIMIENTO ANTE EL DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS**

Cualquier trabajador cubierto por este Acuerdo, por las disposiciones de la OE-2018-033 y por la Carta Circular Núm. 2018-01, emitida por el DTRH, que alegue alguna violación a sus disposiciones salariales, podrá comunicarse con el Negociado de Normas del Trabajo del DTRH para denunciar el incumplimiento. El DTRH iniciará un procedimiento expedito de atención a estas reclamaciones para su pronta solución a tenor con el Memorando del Secretario Núm. 2018-05.

El Contratista deberá cooperar con los Investigadores del Negociado de Normas del Trabajo y con cualquier otro empleado o funcionario al cual el Secretario del DTRH le haya conferido autoridad para investigar estas reclamaciones. Además, el Contratista tendrá la obligación de entregar los documentos de nómina, copia de los contratos o cualquier otro documento requerido por dichos empleados y/o funcionarios con autoridad delegada.

De conformidad con la Ley 115-1991, según enmendada, el Contratista no podrá despedir, amenazar o discriminar contra un trabajador con relación a los términos, condiciones, compensación, ubicación, beneficios o privilegios del

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empleo porque el trabajador ofrezca o intente ofrecer, verbalmente o por escrito, cualquier testimonio, expresión o información, relacionada con los derechos conferidos por la OE-2018-033, ante el DTRH o cualquier otro foro legislativo, administrativo o judicial, cuando dichas expresiones no sean de carácter difamatorio ni constituyan divulgación de información privilegiada establecida por ley.

Nada de lo dispuesto en este Artículo impide que un trabajador acuda al foro judicial para hacer valer sus derechos, solicitar cualesquiera otros remedios legales que fueren necesarios para hacer efectivos los términos de la OE-2018-033 y hacer que se cumplan las reglas, órdenes y determinaciones que hubiera dictado el Secretario del DTRH en el uso de los poderes que le confiere esta.

#### **ARTÍCULO 8. —RESOLUCIÓN DE DISPUTAS**

El Contratista, así como cualquier otro subcontratista, deberá tomar pasos afirmativos para solucionar controversias laborales en aras de evitar, pero no prohibir, paradas, huelgas, bloqueos o cierres que puedan poner en riesgo la culminación puntual del Proyecto de Construcción. Si luego de intentar solucionar de manera interna la controversia aún se materializa alguno de estos conflictos, tanto la Agencia como el Contratista se comprometen a notificar al DTRH en un término de cuarenta y ocho (48) horas de culminar los esfuerzos internos de resolución. El DTRH enviará un mediador o árbitro del DTRH, en un término de dos (2) días laborables de haber sido notificado, que intentará resolver la situación. El procedimiento alterno de resolución de conflictos ante el DTRH tendrá carácter prioritario; y deberá culminarse en o antes de treinta (30) días, contados a partir de la designación del mediador o árbitro.

Nada de lo dispuesto en este Artículo impide que las partes involucradas acudan a cualquier otro foro legislativo, administrativo o judicial en aras de hacer valer sus derechos.

#### **ARTÍCULO 9. —REQUISITOS DE SEGURIDAD Y PROTECCIÓN**

Cada Contratista se asegurará de cumplir y mantener, en el sitio del Proyecto de Construcción, los requisitos de seguridad vigentes de conformidad con las normas y reglamentos estatales y federales aplicables, incluyendo los promulgados por la Administración de Seguridad y Salud Ocupacional de Puerto Rico ("PR OSHA", por sus siglas en inglés) adscrita al DTRH.

Dentro de sesenta (60) días de haber firmado el contrato, el Contratista deberá comunicarse con PR OSHA para solicitar un entrenamiento sobre los estándares de seguridad y salud ocupacional que deberán implementarse durante el transcurso del Proyecto de Construcción.

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Además, cada Contratista deberá asegurarse que los obreros no-diestros participen de los programas de capacitación sobre temas relevantes en la industria de la construcción, relacionados a los códigos de construcción, seguridad, permisos, entre otros, de conformidad con el proceso y las directrices que imparta la Oficina de Gerencia y Permisos del Gobierno de Puerto Rico ("OGPe") sobre el particular. El cumplimiento con dichos programas de capacitación será un requisito indispensable para que los obreros no-diestros puedan continuar devengando el salario mínimo de quince dólares (\$15.00) por hora dispuesto en la OE-2018-033 e interpretado en la Carta Circular Núm. 2018-01 del DTRH. Será deber de cada Contratista cumplir con los deberes y las directrices impartidas por la OGPe sobre este particular.

#### **ARTÍCULO 10. —UNIONES Y SINDICATOS**

La implementación de las disposiciones de este Acuerdo no se entenderá como el reconocimiento por parte del Contratista o la Agencia de una unión laboral como representante sindical exclusivo de cualquier grupo de empleados en el taller de trabajo, de conformidad con la Sección 9na. de la OE-2018-033.

En la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, le corresponde a este último negociar con el representante sindical las condiciones laborales y el proceso de resolución de controversias. En ese sentido, la relación entre el Contratista y los trabajadores se regirá por lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*, en toda sección y parte que no sea incompatible con el Acuerdo.

#### **ARTÍCULO 11. —APLICABILIDAD A EMPLEADOS**

Las disposiciones de este acuerdo aplican a todo obrero de la construcción (diestro o no- diestro) que ejerce tareas físicas o manuales en su naturaleza dentro del Proyecto de Construcción, según definido en la OE-2018-033 y la Carta Circular del DTRH Núm. 2018-01. Las siguientes personas no están sujetas a las disposiciones de este Acuerdo, aunque realicen tareas del Proyecto de Construcción:

a. "Profesionales", "ejecutivos" y "administradores", según definidos por el Reglamento del DTRH Núm. 7082 de 18 de enero de 2006, conocido como "Reglamento Número 13 — Quinta Revisión (2005)".



b. Empleados que no ejercen funciones manuales o físicas directamente dentro del Proyecto de Construcción, limitándose únicamente a realizar tareas en conexión con la obra pública, tales como: monitores de seguridad/vigilancia del área, cronometradores, carteros, oficinistas, secretarias, mensajeros, guardias, labores de contabilidad (nómina, teneduría de libros), técnicos, recepcionistas, operadores de cuadro telefónico, procesamiento de data electrónica, listeros y otras tareas análogas, y todo aquel que realice labores de índole administrativa únicamente.

c. Los empleados de la Agencia, o de cualquier otra entidad estatal, incluso si trabajan en el sitio del Proyecto de Construcción mientras esté en curso.

#### **ARTÍCULO 12. —APLICABILIDAD A ENTIDADES**

Este Acuerdo estará disponible y se aplicará plenamente a cualquier postor exitoso para el Proyecto de Construcción que se convierta en firmante del mismo, independientemente de si realiza trabajo en otros proyectos. Este Acuerdo no aplicará al trabajo de ningún Contratista que se realice en otros proyectos. Tampoco aplicará a aquellas matrices, subsidiarias o afiliadas de cualquier Contratista que no participe directamente en el Proyecto de Construcción.

Las condiciones laborales de este Acuerdo no aplicarán a la Agencia, ni a ninguna otra entidad pública, y nada de lo contenido en este documento se interpretará como que prohíbe a sus empleados a realizar trabajo dentro o fuera del lugar del Proyecto de Construcción.

#### **ARTÍCULO 13. —SEPARABILIDAD**

Si cualquier parte de este Acuerdo fuera anulada, se determinara que infringe la ley o que pudiera ocasionar la pérdida de todo o parte del financiamiento del Proyecto de Construcción, se considerará, temporal o permanentemente, nula e inválida. No obstante, el resto del Acuerdo permanecerá en pleno vigor y efecto en la medida permitida por ley. Es la voluntad expresa e inequívoca de las Partes que los foros correspondientes hagan cumplir las disposiciones y la aplicación de este Acuerdo en la mayor medida posible, aunque se deje sin efecto, anule, invalide, perjudique o declare inconstitucional alguna de sus partes, o su aplicación a alguna persona o circunstancias.

#### **ARTÍCULO 14. —EXCLUSIVIDAD DE ACUERDOS**

Este documento contiene los únicos acuerdos de todos los firmantes en relación a las condiciones laborales que deben regir en el Proyecto de Construcción y reemplazan cualquier otro acuerdo entre las partes sobre condiciones laborales

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que de otro modo aplicaría al Proyecto de Construcción, en su totalidad o en parte. No se exigirá que ningún Contratista otorgue otro acuerdo sobre condiciones laborales como requisito para llevar a cabo el Proyecto de Construcción.

**ARTÍCULO 15. —VIGENCIA**

Este Acuerdo entrará en vigor de forma inmediata mediante la aprobación y firma de (1) la autoridad nominadora de la Agencia y (2) el Contratista. Se entiende que este Acuerdo, junto con todas sus disposiciones, permanecerá vigente para todo el Proyecto de Construcción hasta su finalización, incluso si no se completa antes de la fecha de vencimiento del contrato.

**POR ESTAR CONFORME CON LO ANTERIOR**, las partes firman este Acuerdo el día 26 de noviembre de 2019.

**DEPARTAMENTO DE LA VIVIENDA    CARIBE TECNO, CRL**

**Fernando A. Gil-Enseñat, Esq.**  
Secretario

**José Domingo Pérez Fernández**  
Representante Autorizado  
DUNS No. 618511620