



**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  
 DSW HOMES, LLC**



**THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 16 of December, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **DSW HOMES, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 502 20<sup>th</sup> Street, Galveston, TX, 77550, herein represented by Paul Judson, in his capacity as VP of New Development, of legal age, married, and resident of Galveston, Texas, duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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**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 **DSW HOMES, LLC** to secure its services and accepts the CONTRACTOR'S Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (**Attachment A**).

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

#### I. TYPE OF CONTRACT

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

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

**Attachment A**            Notice of Award

<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 December, 15, 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**.

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

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

**V. REIMBURSABLE EXPENSES**

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

## VI. ADDITIONAL SERVICES

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

## VII. OWNERSHIP AND USE OF DOCUMENTS

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



## VIII. DOCUMENTATION AND RECORDKEEPING

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



- 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**

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- 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



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

#### **XIV. LIABILITY**

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

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

#### **XV. INSURANCE**

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

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

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

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

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

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

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

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



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


### C. Related Requirements

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

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

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

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

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

### XVI. HOLD HARMLESS

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



## **XVII. FORCE MAJEURE**

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

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

## **XVIII. CONFLICTS OF INTEREST**

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

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

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

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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

Paul Judson  
DSW HOMES, LLC  
502 20<sup>th</sup> Street  
Galveston, TX 77550

## XXI. THIRD PARTIES

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


## XXII. SUBCONTRACTS

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

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

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
  - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
  - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
  - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
  - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
  - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.
- D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

### XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

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



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."






**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:

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1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
  2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
  3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
  4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described



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

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

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

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

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

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

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

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

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

**XXVII. SECTION 3 CLAUSE**

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

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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.

- 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.

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**XXX. CLEAN AIR ACT**

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

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

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

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

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

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

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

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

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

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

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

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

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

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

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

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

**XXXVII. BANKRUPTCY**

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

**XXXVIII. ENTIRE AGREEMENT**

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

**XXXIX. MODIFICATION OF AGREEMENT**

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

**XL. BINDING EFFECT**

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

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

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

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

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

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

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

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

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

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

#### **XLV. HEADINGS**

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

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

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



**XLVII. RECAPTURE OF FUNDS**

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

**XLVIII. OVERPAYMENT**

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

**XLIX. DISPUTE RESOLUTION**

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

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

**L. SEVERABILITY**

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

**LI. COUNTERPARTS**

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

**LII. SURVIVAL OF TERMS AND CONDITIONS**

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

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


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

**DEPARTMENT OF HOUSING**

**DSW HOMES, LLC**



Fernando A. Gil-Enseñat, Esq.



Paul Judson





**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: jim.schumer@dswhomes.com

James Shumer  
CEO  
DSW Homes LLC  
502 20th Street  
Galveston, TX 77550

**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. Shumer:

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

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

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

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

Notice of Award  
 Request for Proposals No. CDBG-DR-RFP-2018-09  
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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 SISCO LTD	Pass	88.66	73.67	33.67	34.67	3.00	233.67	Yes
3 Lemaine 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	262.68	Yes
7 OSSAM Construction, Inc.	Pass	88.66	87.67	33.67	34.00	0.00	244.00	Yes
8 Enviro-Tab, Inc.	Pass	67.00	72.67	36.00	36.67	3.00	215.34	No
9 Piloto Construction LLC	Pass	72.66	65.34	37.00	37.00	2.67	214.67	No
10 APTIM PR LLC	Pass	73.67	95.99	37.33	38.00	5.00	249.99	Yes
11 Desarrollos 3V, Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12 Rebuilders PR LLC	Pass	81.00	81.34	36.67	37.33	5.00	241.34	Yes
13 Design Build LLC	Pass	81.34	69.66	33.33	32.67	2.67	219.67	No
14 Aireko Construction Management Services LLC	Pass	80.33	95.00	33.33	32.67	5.00	246.33	Yes
15 ANG Construction, Inc.	Pass	72.84	83.24	37.33	36.00	5.00	234.41	Yes
16 Yates-Bird LLC	Pass	74.35	91.34	36.00	36.67	5.00	243.36	Yes
17 North 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 Moglez 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 Mademo 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**.

**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 SLSO 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 SLSO 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).

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 Aireko Construction Management Services LLC	62.07%	19.57%	81.64%	Yes	Too High
15 ANG Construction, Inc.	60.66%	27.37%	88.03%	Yes	Reasonable
16 Yates-Bird LLC	62.36%	29.93%	92.29%	Yes	Reasonable
19 Three O Construction SE	59.42%	5.00%	64.42%	No	Too High
21 Venegas Construction, Corp.	67.64%	24.45%	92.09%	Yes	Too High
22 4 Contractors JV	65.15%	26.01%	91.17%	Yes	Too High
24 Caribe Tecno, CRL	60.00%	29.61%	89.61%	Yes	Reasonable
27 Custom Homes, Inc.	61.46%	28.07%	89.54%	Yes	Reasonable

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

- SLSCO LTD (Proposer No. 2) .....Level 1
- 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

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

*Handwritten mark*

*Handwritten signature*

Notice of Award

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

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant for Disaster Recovery

September 10, 2019

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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 0098 5820





**GOVERNMENT OF PUERTO RICO**  
Department of Housing

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

**Bid Board Resolution**

Date: September 9, 2019

Time: 1:37pm

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

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

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

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	Pitire 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	Caribe Tecno, CRL	Level 1
25	Seasons-CL LLC	Level 2
26	WG Pitts Caribbean, LLC	Level 2
27	Custom Homes, Inc.	Level 2
28	Maglez Engineering & Contractors, Corp.	Level 2
29	Burke Construction Group Inc.	Level 1
30	Moderno Construction Corp.	Level 1

On May 13, 2019, the Procurement Office received a letter from Pflirre 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

- financial consultant Kreston PR, LLC's report dated May 14, 2019 the Proposer obtained a score of 66.61% in its Financial Capacity Evaluation.
- **North Construction Group, Inc. (Proposer No. 17):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 59.44% on its Financial Capacity Evaluation.
- **RV Engineering Group, Corp. (Proposer No. 23):** According to the Evaluation Committee Report this Proposer failed to comply with the Bid Bond requirements of the RFP. Also, the Proposer failed to submit a Cost Proposal for the single-level 3-bedroom model home and Conceptual Design Submission for the two-level 3-bedroom model home.
- **WG Pitts Caribbean, LLC (Proposer No. 26):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 61.85% on its Financial Capacity Evaluation. Also, the Proposer failed to comply with the Bid Bond requirements of the RFP.
- **Burke Construction Group, Inc. (Proposer No. 29):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 1 Construction Manager. Proposer obtained a score of 67.17% on its Financial Capacity Evaluation.

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

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<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>

▪ Modemo 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	Lemoine Disaster Recovery, LLC	Pass	234.01	YES
4	Thompson Construction Group Inc.	Pass	234.68	YES
5	DSW Homes LLC	Pass	242.98	YES
6	FR-BLDM LLC	Pass	252.68	YES
7	OSSAM Construction, Inc.	Pass	244.00	YES
8	Enviro-Tab, Inc.	Pass	215.34	NO
9	Piloto Construction LLC	Pass	214.67	NO
10	APTIM PR LLC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A

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 Pili's 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-BIDM 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,

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%	72.59%	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.



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

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

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

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

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

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

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

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

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

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

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

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

<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.

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)

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	Areko 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

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:

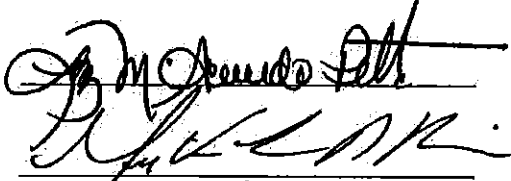
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **SLSCO LTD** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **Lemolne Disaster Recovery, LLC** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **Thompson Construction Group Inc.** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **DSW Homes LLC** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **FR-BLDM LLC** for both repair and replacement home construction work, a Level 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, CRI** 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.

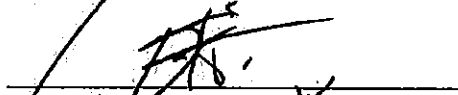
The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its judicial review, if any, shall be those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

Signed by:

Luz M. Acevedo Pellot, P.E.  
Chairman



Ms. Nurka E. Rivera Rivera



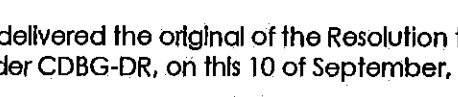
Mr. Omar Figueroa Vázquez, Esq.



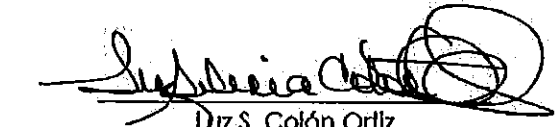
Mr. Joel Ayala Martínez, Esq.



Mr. César Candelario Candelario



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



Luz S. Colón Ortiz  
Alternate Secretary, Bid Board



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**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:wil.rachal@lemolnecompany.com">wil.rachal@lemolnecompany.com</a>	337-896-7720
4	Thompson Construction Group Inc.	Christopher C. Hutto CFO Thompson Construction Group Inc. 100 North Main Street Sumter, SC 29150 <a href="mailto:chutto@thompsonind.com">chutto@thompsonind.com</a>	803-773-8005
5	DSW Homes LLC	James Schumer 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-Ollvencia President FR-BLDM LLC PO Box 9932 San Juan, PR 00908-9932 <a href="mailto:info@frcg.net">info@frcg.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

*PA*  
*John*



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 Giusfi 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 Uzcategui Partner & Member Aireko Construction Management Services LLC PO Box 2128 San Juan, PR 00922 <a href="mailto:luzcategui@aireko.com">luzcategui@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-eng.com">b.negron@bns-eng.com</a>	(787) 745-4848
16	Yates-Bird LLC	Eduardo Pardo	787-479-2005

*Handwritten signature/initials*



		Manager Yates-Blrd LLC PO Box 367249 San Juan, PR 00936-7249 <a href="mailto:epardo@blrdgroupllc.com">epardo@blrdgroupllc.com</a>	
17	North Construction Group Inc.	Jaime 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@threeo.com">info@threeo.com</a>	787-869-2710
20	Pfifre Construction Company, Inc.	Dennis González Sánchez President Pfifre Construction Company, Inc. 606 Ave. Escorial Urb. Caparra Hights 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@4cv.com">hreynolds@4cv.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

*PJ*  
*Boie*

		PO Box 360099 San Juan, PR 00936-0099 <a href="mailto:jdj@caribetecno.com">jdj@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-Iturriga President/Executive Director Custom Homes, Inc. PO Box 361497 San Juan, PR 00936 <a href="mailto:rjdeleon@customerservicegroup.com">rjdeleon@customerservicegroup.com</a>	787-793-1742
28	Maglez Engineering & Contractors, Corp.	Miguel González Rivera President Maglez Engineerings & 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:fburke@bcgconstruction.net">fburke@bcgconstruction.net</a>	305-468-6604
30	Moderno Construction Corp.	Bljoy V. George President Moderno Construction Corp. 110 Calle Tapla San Juan, PR 00911 <a href="mailto:george.bljoy@gmail.com">george.bljoy@gmail.com</a>	202-360-9879

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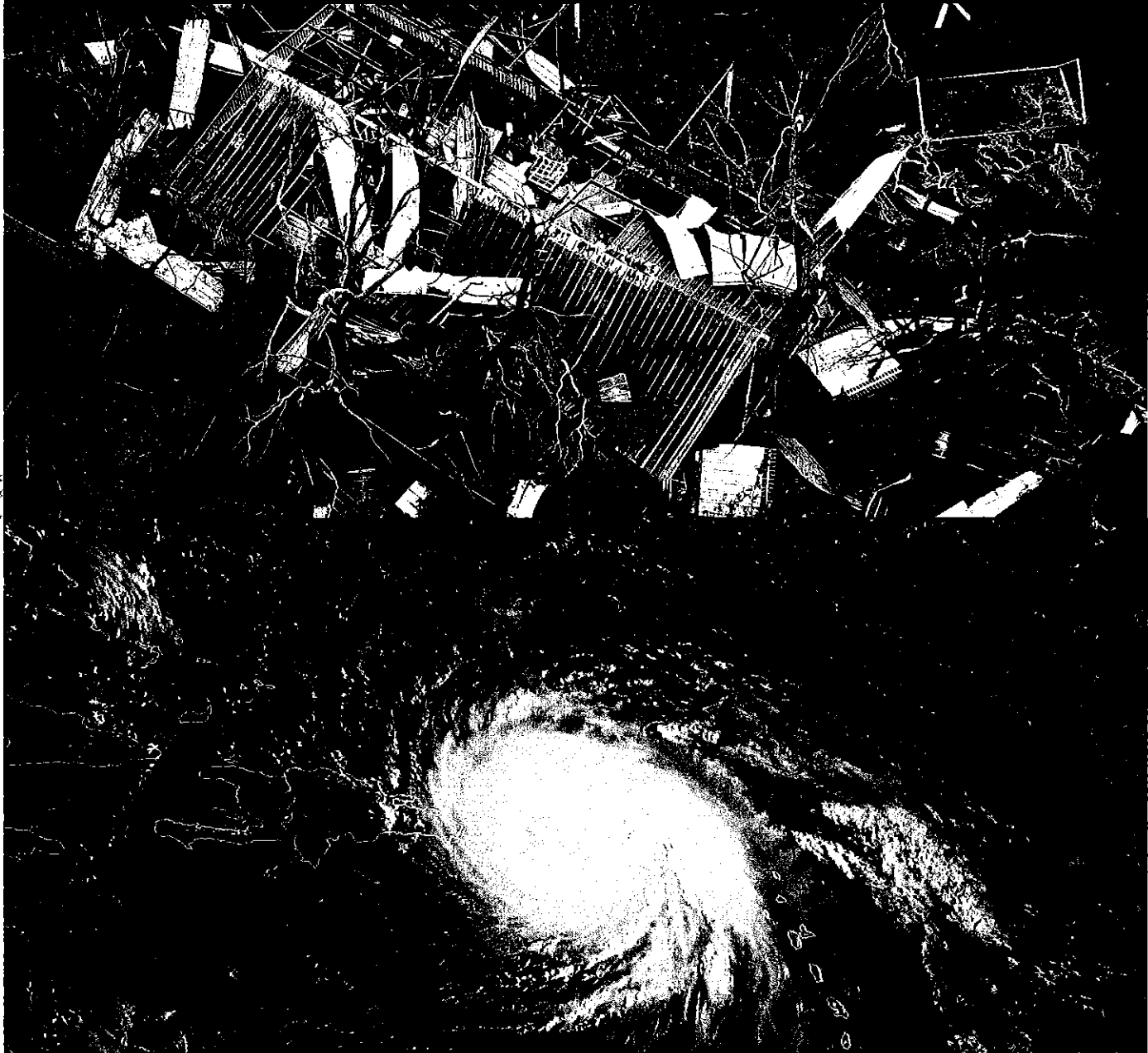
*Blj*



QUALIFIC  
AP

Due: Tuesday, January 22, 2019, 3:00PM

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



18

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# Cover Letter

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December 14, 2018

Puerto Rico Department of Public Housing  
Procurement Area  
ATTN: Rafael H. Vazquez-Muniz  
606 Barbosa Ave.  
Juan C. Cordero Bldg., 9th Floor  
San Juan, PR 00918

Re: Request for Proposal No. CDBG-DR- RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program

Dear Mr. Rafael H. Vazquez-Muniz,

DSW Homes, LLC appreciates this opportunity to present our proposal to the Puerto Rico Department of Public Housing. The content within this proposal demonstrates that DSW Homes is capable of administrating homeowner repair, reconstruction, and relocation services, allowing us to serve Puerto Rico in the most professional and effective manner.

DSW Homes commits our most qualified resources to provide the best mix of proven experience, cost-effectiveness, and technical excellence in the construction arena. We dedicate the full weight of DSW Homes' capabilities and resources to make this project a solid success.

We have thoroughly examined the conditions and requirements set forth by the Puerto Rico Department of Public Housing regarding this Request for Proposal. We are confident that our proven operational systems in the administration and management of this project will prove to be an exceptional asset to the Puerto Rico Department of Public Housing and to each individual homeowner. Please accept our proposal to provide residential construction services; and contact me at (770) 519-2357 (cell) if you have any questions.

We look forward to your favorable evaluation.

James F. Schumer  
Owner/CEO  
DSW Homes, LLC  
502 20th Street  
Galveston, TX 77550  
(770) 519-2357



# Exhibit A-2

## 6.2 Qualifications



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: DSW Homes, LLC

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		<b>Profile:</b> 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		<b>Organizational Chart:</b> The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.

*AS*  
*AS*



# Exhibit A-2

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>
		<b>Conceptual Design Submission (Single-Story 3-Bedroom Model Home)</b>
7		<ul style="list-style-type: none"> <li>▪ Drawings</li> <li>▪ Renderings</li> <li>▪ Design Narrative</li> </ul>
		<b>Conceptual Design Submission (Two-Story 3-Bedroom Model Home)</b>
8		<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> (Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)

*JS*

*JS*

\_\_\_\_\_  
 Proposer's Authorized Representative's Signature

12/14/2018  
 \_\_\_\_\_  
 Date

James Schumer  
 \_\_\_\_\_  
 Proposer's Authorized Representative Printed Name



# Exhibit C

## 6.2.1 Experience, Past Performance, and Record of Integrity



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

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

**EXHIBIT C**  
**STATEMENT OF QUALIFICATIONS**  
**Request for Proposals**  
**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Department of Housing**  
**CDBG-DR-RFP-2018-09**

**1. Entity Data:**

**1.1.** Proposer's Identification:

DSW Homes, LLC \_\_\_\_\_ 2009 \_\_\_\_\_ [REDACTED] \_\_\_\_\_  
{Legal Name} {Year of Establishment} {Tax ID}  
\_\_\_\_\_  
{D-U-N-S Number}

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

James Schumer \_\_\_\_\_ CEO \_\_\_\_\_  
{Name} {Position}

**1.3.** Physical Address: 502 20th Street \_\_\_\_\_  
{Address Line 1}  
\_\_\_\_\_  
{Address Line 2}  
Galveston \_\_\_\_\_ TX \_\_\_\_\_ 77550 \_\_\_\_\_  
{City} {State} {Zip Code}

**1.4.** Mailing Address: 502 20th Street \_\_\_\_\_  
{Address Line 1}  
\_\_\_\_\_  
{Address Line 2}  
Galveston \_\_\_\_\_ TX \_\_\_\_\_ 77550 \_\_\_\_\_  
{City} {State} {Zip Code}

**1.5.** Contact Information:  
409-744-3400 \_\_\_\_\_ 409-744-3404 \_\_\_\_\_ jim.schumer@dswhomes.com \_\_\_\_\_  
{Telephone Number} {Facsimile Number} {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

*JS*  
*JS*



# Exhibit C

Exhibit C – Statement of Qualifications  
 CDBG-DR-RFP-2018-09  
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
 Page 2 of 9

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
James F. Schumer	409-744-3400	jim.schumer@dswhomes.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Donald Gerratt	409-744-3400	donald.gerratt@dswhomes.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steven W. Mataro	409-744-3400	steve.mataro@dswhomes.com	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Yarbrough, Jr.	409-744-3400	beau.yarbrough@dswhomes.com	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>

*PJ*  
*Boe*

**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 where 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.**





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# Exhibit C

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Exhibit C – Statement of Qualifications  
CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Page 3 of 9

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):**

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

*PP*  
*2018*



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*ff*

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	SLSCO	New York City Build It Back - Staten Island, New York	32,893,027	35	In progress	January 2019	Residential disaster recovery elevations, reconstructions and rehabilitations from Hurricane Sandy.	Billy Sullivan	(832) 731-8235
2	The LRo Group	New York City Build It Back - Brooklyn, New York	71,892,206	40	In progress	January 2019	Residential disaster recovery elevations, reconstructions and rehabilitations from Hurricane Sandy.	Yianna Pavlakos	(917) 734-4241
3	AECOM/Tishman Construction	New York City Build It Back - Queens, New York	26,371,354	24	In progress	January 2019	Residential disaster recovery elevations from Hurricane Sandy.	Vincent Pascopo	(212) 399-3603
4	Home, LLP	SCDRO South Carolina Disaster Recover	20,000,000	40	In progress	December 2020	Residential disaster recovery reconstruction and rehabilitation from Hurricane Matthew.	John Hadjis	(719) 238-9465
5	Workforce Group	RebuildNC, North Carolina	30,000,000	26	In progress	December 2020	Residential disaster recovery rehabilitation from Hurricane Matthew.	David Knight	(225) 938-6687
6	Galveston County	Galveston County Housing Assistance Program, Texas	16,250,000	60	In progress	December 2018	Residential disaster recovery rehabilitation and reconstruction from Hurricane Ike.	Heather Lagrone	(866) 206-1084
7	Texas General Land Office	CDBG-DR Residential Rehabilitation, Reconstruction, and New Construction, Texas	100,000,000	Unknown	Begins 2019	December 2021	10 contractors selected. Details are not available yet. Residential disaster recovery rehabilitation, reconstruction and new construction from Hurricane Harvey.	Heather Lagrone	(866) 206-1084
8	Aptim	Roof Replacement Program, United States Virgin Islands	15,000,000	5	In progress	March 2019	Residential disaster recovery roof replacements from Hurricane	Jo Carroll	(979) 777-5225
9									
10									

9



Exhibit C

*Handwritten initials/signature*

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
Senior Project Manager	Donald Gerratt	BS Construction Management, Brigham Young, UT	20+	(See résumé in Tab 5)
Design Lead	Hector Fernandez-Ruis	Master's in Architecture, University of Puerto Rico; Bachelor's in Environmental Design, University of Puerto Rico	38+	(See résumé in Tab 5)
Permitting Lead	Poola Vorona	Bachelor of Arts, University of Rochester, NY	1	(See résumé in Tab 5)
Procurement Lead	Paul Judson	BS Construction Management, Brigham Young, UT	17+	(See résumé in Tab 5)
Construction Lead	Marris Lang	Associate's in Business Management, Lon Morris College	15+	(See résumé in Tab 5)
Occupational Safety Lead	Sue Stanley	EOS Certified Renovator, U.S. DOT Motor Carre	14	(See résumé in Tab 5)
Quality Control Lead	Curtis Clayton	BS Construction Management, Brigham Young, UT	15	(See résumé in Tab 5)

7



Exhibit C

# Exhibit C

Exhibit C – Statement of Qualifications  
 CDBG-DR-RFP-2018-09  
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
 Page 6 of 9

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
Ellezer Escobar Aponte, Architect	ellezer@escopr.com	(787) 794-1024	ESCO Manufacturing Inc., Puerto Rico
Luis Gomez, PE	constructoraargo.lgo mez@gmail.com	(787) 762-5065	Constructora ARGO, Inc.
Ramfis J. Perez-Rivera	ramfjsjavier.perez@g mail.com	(787) 640-5563	Lucha Contra El Sida, Inc.

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

Name	Email	Phone Number	Relation
Heather Lagrone	heather.lagrone@glo. texas.gov	866-206-1084	Texas General Land Office
Chad Herndon	chad@h2bravo.com	501-944-7222	H2Bravo
John Osorio	john.osorio@hornellp. com	917-983-8764	Government Services at Horne, LLP
Jo Carroll	jo.carroll@aplim.com	979-777-5225	Aplim
Ylanna Pavlakos	ylanna.pavlakos@bkly nblb.org	917-734-4241	Vice President The LIRIO Group

*Handwritten initials/signatures:*  
 PJ  
 JGC



# Exhibit C

Exhibit C – Statement of Qualifications  
CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Page 7 of 9

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	11/30/18	5	12/11/18
2	12/03/18	6	12/14/18
3	12/06/18	7	12/21/18
4	12/07/18	8	1/04/19

## 8. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 4th 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)



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# Exhibit C

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Exhibit C – Statement of Qualifications  
CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Page 8 of 9

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)

*PJ*

**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)

*Boie*



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# Exhibit C

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

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

**If Entity is a corporation:**

DSW Homes, LLC  
*(Printed Name of Corporation)*

502 20th Street  
*(Corporate Address Line 1)*

\_\_\_\_\_  
*(Corporate Address Line 2)*

Galveston      TX      77550  
*(City)*                      *(State)*                      *(Zip Code)*

By: \_\_\_\_\_  
*(Signature of Officer)*

James Schumer  
*(Printed Name of Officer)*

CEO  
*(Title of Officer)*

Attest: \_\_\_\_\_  
*(Secretary)*

[CORPORATE SEAL]

\_\_\_\_\_  
*(Jurisdiction of Incorporation)*

PJ  
Joh



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# Profile

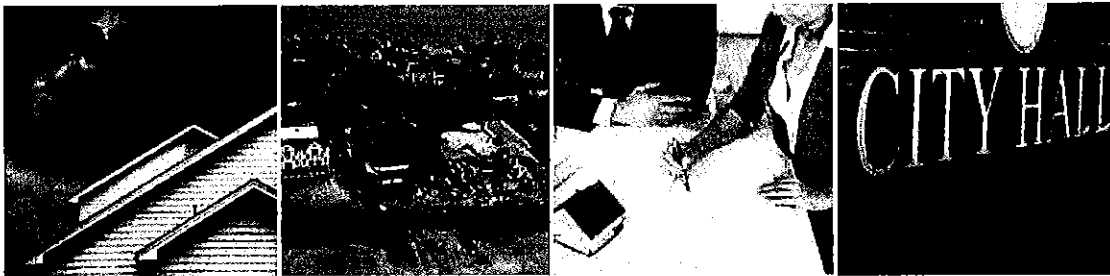
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## 6.2.1 Profile

DSW Homes seeks to perform Homeowner Repair, Reconstruction, or Relocation services as Construction Manager for the Puerto Rico Department of Housing. DSW Homes was founded in 2009 to meet the disaster recovery needs of the coastal regions of Texas. With the desire and passion to provide excellent customer service and to get homeowners back in their homes following Hurricanes Ike and Rita, the owners of DSW Homes immediately set out to make a difference in disaster recovery construction.

From emergency repairs to extensive rehabilitation or reconstruction, DSW Homes has worked a variety of roles. Our projects include disaster recovery from Hurricanes Ike, Rita, Dolly, Harvey, Matthew, Maria, Sandy, Florence and Michael as well as recovery from extensive flooding in Minot, North Dakota and Cook County, Illinois. We have also participated in programs designed to help promote accessibility within homes. With this wide range of experience, DSW Homes is aptly qualified to tackle any and all construction projects.

DSW Homes services and capabilities are diverse. We can provide oversight and management of construction programs as well as provide construction services related to residential renovation, design, new construction, mitigation and elevation. Our experience is in single-family and multi-family residential projects. DSW Homes understands all phases of residential construction from customer service, design, engineering, permitting, construction, inspections and key turnover.



To date, DSW Homes has successfully **completed over 12,000 design, renovation, elevation, MHU and new construction projects** totaling **over \$570 million in federally-funded projects** in our past and current contracts. The company has been involved in over 33 federally-funded grant programs with FEMA and Community Development Block Grants—Disaster Recovery ("CDBG-DR"). **DSW Homes has completed more than \$440 million in work funded by CDBG-DR programs designated for permanent housing.**





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# Profile

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DSW Homes is prepared to provide the requested services and we are confident that our approach and methodology will generate program success for PRDOH. Through our extensive experience in similar programs as the Homeowner Repair, Reconstruction and Relocation program, our project management methods have been refined again and again. In each program we create a customized protocol and then follow standardized procedures within that protocol. We are familiar with federally-funded reporting and project controls, and have consistently delivered quality repairs. In addition, we do these repairs safely.

Having participated in many programs, we are familiar in dealing with challenging design, rehabilitation and renovation situations. Our team of experienced personnel works together to find solutions to an array of problems. Our established crew has participated in programs that have very similar scopes of work to what is being proposed by the Puerto Rico Department of Housing. Having encountered these scopes of work before, we are knowledgeable about potential challenges and are able to foresee when problems may arise. This anticipation enables us to more quickly resolve any issues. On the following pages we have outlined in detail our logistical and operational plan, along with the business practices that help us achieve success in design, project management, reporting and quality repairs, all with a high level of customer satisfaction.

After reviewing the scopes of services and key tasks, we meet the requirements and are happy to provide our services requested by the Puerto Rico Department of Housing to satisfy the needs of the CDBG-DR Homeowner Repair, Reconstruction and Relocation Program. DSW Homes also commits to comply with the requirements set for in the RFP document.

## **Relevant Qualifications**

DSW Homes currently has 61 employees. Of these, 11 are management, 30 are office staff and 20 are in the field in the position of project manager. Our management team has extensive experience in the residential scattered lot construction industry and have over 130 years of combined experience. Many of our staff members have been with the company for multiple years and are experienced in disaster recovery work. For more detailed information regarding the skills, knowledge and abilities of our employees, please reference the resumes of our key personnel on Tab 5.

DSW Homes was established 9 years ago to meet the disaster recovery needs of the coastal regions of Texas. With the aspiration to provide incredible customer service and an eagerness to get families back in their homes after Hurricanes Ike and Rita, the owners of DSW Homes immediately set out to make a difference in disaster recovery construction.



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# Profile

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## Experience

DSW Homes was established in November 2009 and has been working in the residential disaster recovery industry, specifically in CDBG-DR program's, since its inception nearly nine years ago. In addition, the owners of DSW Homes have executive management experience in previous companies that also provided residential construction services prior to the establishment of DSW Homes. In all, DSW Homes' company owners and senior managers have **over 130 years of combined experience in scattered lot design and construction.** DSW Homes has averaged over 1,000 scattered lot rehabilitations and new construction projects per year. In addition, the key personnel identified in this response each have over 130 years of combined construction experience.

Based on our experience in the industry, DSW Homes is prepared to provide the requested services and we are confident that our approach and methodology will generate program success. Through our extensive experience in similar programs, our project management methods have been refined again and again. We are familiar with federally-funded reporting and project controls and have consistently delivered quality repairs. In addition, we do these repairs safely.

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2011



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# Profile

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## Scattered Site Construction History

DSW Homes has a strong background in scattered site construction. Through our experience in various scattered site projects, we have systems in place to enable construction to be wide spread but still provide the essential quality and speed needed to conserve resources and use public funds judiciously.

From emergency repairs to extensive rehabilitation or reconstruction, DSW Homes has worked in varying roles. Our projects include disaster recovery from Hurricanes Ike, Rita, Dolly, Sandy, Matthew, Harvey and Maria as well as recovery from extensive flooding in Minot, North Dakota and Cook County, Illinois. We have also participated in programs designed to help promote accessibility within homes.

**DSW Homes has 9 years experience** in scattered lot residential construction, with senior **management having over 130 combined years of experience.** The company has averaged more than 1,000 scattered lot design, rehabilitations, reconstruction, new construction and elevation projects per year. Total completed scattered lot residential revenue exceeds \$570 million.

Having encountered these scopes of work before, DSW Homes' staff is knowledgeable about potential challenges and are able to foresee when problems may arise. This anticipation enables personnel to more quickly resolve any issues and provide the best method for program success.

### COMPANY STATISTICS/INFORMATION

- \$570 million + Federally-Funded CDBG-DR Revenue over 9 years
- 12,000 Scattered Site Homes Completed
- \$440 million + in CDBG-DR Revenue designated for permanent housing
- Senior Management has 130+ years experience in scattered lot construction
- Average more than 1,000 project completions per year



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# Profile

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## HUD CDBG-DR Program Experience

The company has been involved in over 30 Community Development Block Grants—Disaster Recovery (CDBG-DR) programs over the past 9 years. DSW Homes has completed more than **\$440 million** in work funded through **CDBG-DR allocations for permanent housing**.

DSW Homes has participated in the following **CDBG-DR programs**:

1. Chambers County CDBG Disaster Recovery Program Round 1.1
2. Chambers County CDBG Disaster Recovery Program Round 1.2
3. Chambers County CDBG Disaster Recovery Program Round 2
4. New Jersey CDBG Rehabilitation, Reconstruction, Elevation and Mitigation Program
5. Deep East Texas Council of Governments CDBG Disaster Recovery Program Round 2
6. City of Galveston CDBG Disaster Recovery Round 1
7. City of Galveston CDBG Disaster Recovery Round 2.2
8. Galveston County CDBG Housing Assistance Program Round 1
9. Galveston County CDBG Housing Assistance Program Round 2
10. Illinois CDBG Disaster Recovery Program
11. Lower Rio Grande Valley Disaster Recovery
12. Minot, North Dakota Small Rental Rehab and Reconstruction Program
13. New York City Build it Back—Staten Island - CDBG Disaster Recovery Program
14. New York City Build it Back—Brooklyn - CDBG Disaster Recovery Program
15. New York City Build it Back—Queens - CDBG Disaster Recovery Program
16. Southeast Texas Regional Planning Commission CDBG Disaster Recovery Program Round 1
17. Southeast Texas Regional Planning Commission CDBG Disaster Recovery Program Round 2
18. Southeast Texas Regional Planning Commission CDBG Disaster Recovery Program Demos
19. Texas Housing Assistance Program
20. City of Houston CDBG Disaster Recovery Program Round 1
21. City of Houston CDBG Disaster Recovery Program Round 2
22. City of Port Arthur Housing Authority CDBG Disaster Recovery Program
23. City of Port Arthur (Reconstruction) CDBG Disaster Recovery Program
24. Savannah Housing Corp. (Reconstruction) CDBG Disaster Recovery Program
25. Liberty County (Reconstruction) CDBG Disaster Recovery Program
26. Lower Rio Grande Valley CDBG Disaster Recovery Program
27. Harris County, Texas CDBG Disaster Recovery Program
28. South Carolina Rehab
29. New York Rising MHU
30. Galveston Scattered Sites CDBG Disaster Recovery Program



# Profile

DSW Homes is knowledgeable about potential challenges and are able to foresee when problems may arise. This anticipation enables DSW Homes to more quickly resolve any issues and provide the best method for program success. The following table highlights many of the larger contracts completed and currently under contract by DSW Homes.

Name of Project	Units	Contract Amount	Performance History
*City of Houston	24	\$936,796.00	Jul 2011 - Jul 2012
*City of Port Arthur Housing Authority	8	\$775,946.90	Jul 2010 - Apr 2011
*City of Port Arthur (Reconstruction)	5	\$499,787.00	Nov 2010 - Jan 2011
*Savannah Housing Corp. (Reconstruction)	4	\$371,026.04	Aug 2010 - Oct 2010
*Liberty County (Reconstruction)	11	\$981,946.25	Jan 2012 - Oct 2012
*Texas Housing Assistance Program			Dec 2009 - Dec 2010
	Reconstruction	261	\$20,246,226.89
	Renovation	161	\$9,136,864.57
*Galveston Co Housing Assistance Round 1			Feb 2011 - June 2013
	Reconstruction	99	\$12,478,614.97
	Renovation	40	\$2,248,543.04
*City of Galveston Round 1			Feb 2011 - June 2013
	Reconstruction	23	\$2,419,033.47
	Renovation	76	\$6,477,941.62
*Chambers County (Reconstruction) Round 1.1	21	\$1,689,354.61	Jan 2012 - Oct 2012
*Chambers County (Reconstruction) Round 1.2	77	\$9,323,250.00	Oct 2012 - Oct 2014
*Lower Rio Grande Valley Disaster Recovery	40	\$4,122,203.40	Jan 2013 - Nov 2014
*SETX Regional Planning Commission Round 1	174	\$19,610,910.33	Jul 2011 - Oct 2012
New York City Rapid Repairs Program	466	\$18,900,000.00	Jan 2013 - Mar 2013
*Illinois Disaster Recovery Program (Rehab)	59	\$4,135,178.10	Apr 2013 - Mar 2014
*Minot, ND Small Rental Rehab & Recon	40	\$4,000,000.00	Mar 2014 - Oct 2015

\* Indicates CDBG-DR Program



# Profile

Name of Project	Units	Contract Amount	Performance History
Union Beach Modular Program	6	\$661,013.00	Apr 2014 - Oct 2015
*Chambers County Round 2 (Reconstruction)	162	\$17,820,000.00	Jan 2014 - Oct 2015
Minot, ND Disaster Recovery	122	\$12,000,000.00	Apr 2013 - Oct 2015
*Harris County, Texas	30	\$4,200,000.00	Sept 2015 - Jun 2016
*SETX Regional Planning Commission (Demolitions)	323	\$3,100,000.00	Apr 2015 - May 2016
New York Rising MHU	10	\$1,200,000.00	Dec 2015 - May 2016
*City of Galveston Round 2.2	74	\$12,000,000.00	March 2014 - Jun 2016
*Deep East Texas Council of Governments Disaster Recovery	50	\$7,150,000.00	Mar 2014 - Dec 2016
*City of Houston, Round 2	29	\$3,900,000.00	Jan 2015 - 2016
Louisiana Shelter at Home Program	1,584	\$20,333,726.83	Sept 2016 - Dec 2016
*Galveston County Housing Assistance Program Round 2	125	\$16,250,000.00	Oct 2013 - Jan 2017
*Southeast Texas Regional Planning Commission Round 2.2	175	\$21,875,000.00	Nov 2013 - Nov 2017
*New Jersey RREM Program	535	\$99,491,259.00	Dec 2013 - Dec 2017
*Build it Back (Elevation and Rehab)	175	\$138,000,000.00	Sept 2015 - Present
Galveston PREP Program	1,503	\$16,500,000.00	Jan 2018 - June 2018
Galveston Joint Venture	1,433	\$15,245,000.00	Dec 2017 - June 2018
Galveston Scattered Sites	72	\$21,000,000.00	July 2017 - Present
*DALHR-GLO Program	48	\$1,555,706.40	Dec 2017 - June 2018
*DALHR - Galveston Joint Venture	62	\$2,400,000.00	Dec 2017 - June 2018
*Houston DALHR Program	56	\$998,842.45	March 2018 - Present
*South Carolina Rehab	126	\$1,848,597.83	Oct 2017 - Present
Puerto Rico STEPS Program	3724	\$36,900,000.00	March 2018 - Present
<b>Total</b>	<b>12,013</b>	<b>\$572,782,768.70</b>	

\* Indicates CDBG-DR Program



# Profile

**Chambers County Disaster Recovery Housing Program,  
Rounds 1.1, 1.2, and 2  
Chambers County, Texas**

## Project Description

This program was established to help citizens in Chambers County, Texas to recover from the damage caused by Hurricane Ike. As part of Round 1.1, DSW Homes was awarded 2 bid packages in the Chambers County disaster recovery effort. As part of this scope we demolished and rebuilt 21 homes, for a contract amount close to 1.7 million dollars. We worked with Public Management to



reconstruct these homes so that they were current with updated building codes and better able to withstand storms.

Due to DSW Homes' success in the

Chambers County Disaster Recovery Round 1.1, we were accepted into the program to participate in Round 1.2. As part of Round 1.2, DSW Homes partnered with the Houston-Galveston Area Council to help Chambers County residents apply and become qualified to participate in the program, **acting as both the prime contractor and the building contractor**. In this round, DSW Homes reconstructed or rehabilitated 77 homes.

As part of Round 2, DSW Homes was awarded a contract to help reconstruct or rehabilitate homes in Chambers County, again partnering with the Houston-Galveston Area Council.

## Contract Value

Round 1.1: \$1,689,354.61  
Round 1.2 & 2: \$26,310,645.39

## Start Date

Round 1.1: January 2012  
Round 1.2: October 2012  
Round 2: January 2014

## End Date

Round 1.1: October 2012  
Round 1.2: October 2014  
Round 2: October 2015

## Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton

## Client Reference #1

Heather Lagrone  
Texas General Land Office  
1700 N Congress Avenue  
Austin, Texas 78701-1495  
Telephone: (66) 206-1084  
Email:  
[heather.lagrone@glo.texas.gov](mailto:heather.lagrone@glo.texas.gov)

## Client Reference #2

Jimmy Sylvia  
Chambers County Judge  
(409) 267-2440  
[Jsylvia@co.chambers.tx.us](mailto:Jsylvia@co.chambers.tx.us)

## Client Reference #3

Mark Huddleston  
Former County Commissioner  
Contact information available  
upon request



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# Profile

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## THE COUNTY OF CHAMBERS

ANAHUAC, TEXAS 77514

the office of  
**THE COUNTY JUDGE**  
**JIMMY SYLVIA**

POST OFFICE BOX 939  
TELEPHONE:  
409/267-2440  
FAX: 409/267-4453

February 5, 2015

To Whom It May Concern:

*JS*

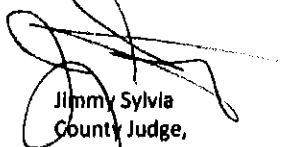
Chambers County would like to take this opportunity to thank DSW Homes and share their exemplary work and caring devotion in helping to bring home 77 families in the Chambers County Hurricane Ike Round One Housing Recovery Program 12 months ahead of time. The Recovery Program has been a great success for our community. DSW worked hand and hand with the General Land Office, Houston-Galveston Area Council, Chambers County and most importantly the Disaster Recovery families on a daily basis to insure the success of this fine program.

*JS*

The homes DSW build are of the highest construction standards and quality with an amazing average build out time of 45 days. The Commissioners and I had the opportunity to personally visit and share in several of the special home owner events as they received the keys to the new home and a welcome home warming gift basket from DSW.

DSW has proven time and time again to be a great asset, partner and caring friend to our Community. I highly recommend this fine company as they are truly good servants to the families in need and will complete their projects with the best build out times and quality you will find.

Sincerely,

  
Jimmy Sylvia  
County Judge,  
Chambers County, Texas





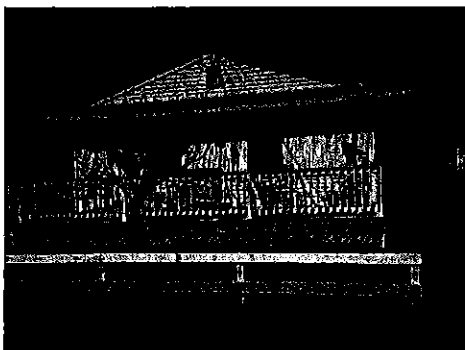
# Profile

## New Jersey Rehabilitation, Reconstruction, Elevation and Mitigation Program (RREM)

Various Counties, New Jersey

### Project Description

In October 2012, Superstorm Sandy impacted many states along the Eastern United States, including New Jersey. With



Before



After

flooding, wind damage, and more, thousands of homes were damaged as a result. Homeowners were without power and other essential utilities, making their residences uninhabitable.

Having participated in the New York City Rapid Repairs program from January through March 2013, DSW Home was familiar with the particular challenges faced by the northeast in recovery from Hurricane Sandy. In July 2013, DSW Homes was accepted into the New Jersey RREM program and we began

construction in the summer of 2014. DSW Homes worked in conjunction with other prime contractors in this project such as CB&I and Gilbane. The RREM program provided various design and construction services to homeowners affected by Hurricane Sandy in New Jersey.

**Contract Value**  
\$99,491,259.00

**Start Date**  
June 2014

**End Date**  
July 2017

**Key Staff**  
Jim Schumer  
Donald Gerratt  
Paul Judson  
Sue Stanley

**Client Reference #1**  
John Petrosino  
Program Manager  
New Jersey Department of  
Community Affairs  
PO Box 800  
Trenton, NJ 08625-0800  
Telephone: (609) 292-3796  
Email:  
john.petrosino@dca.nj.gov

**Client Reference #2**  
Barbara & John Javornik  
Homeowners  
13 Cruiser Ct.  
Toms River, New Jersey  
Email: jejavornik@verizon.net

**Client Reference #3**  
Ann & Tony Cordero  
Homeowners  
54 Breton Rd  
Brick, New Jersey  
Email: tcbutler3@gmail.com

\*In this program DSW was responsible for design, engineering and construction.

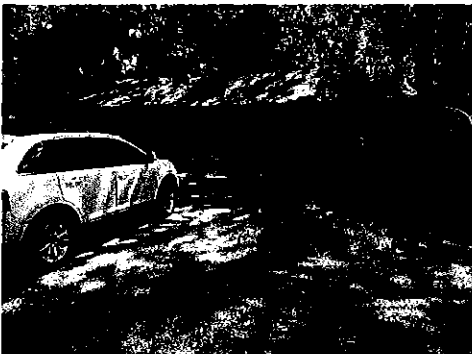


# Profile

**Deep East Texas Council of Governments CDBG Disaster Recovery Program Round 2**  
**Various Counties, Texas**

## Project Description

The Deep East Texas Council of Governments (DETCOG) is an association comprised of a group of 12 counties in eastern Texas. Like many of the counties near the coast, these counties were greatly affected by Hurricanes Ike and Dolly.



*Before*



*After*

DETCOG's Disaster Recovery Program Round 2 provide funding via the US Department of Housing and Urban Development. These funds, administered by the Texas General Land Office were for the demolition, reconstruction, rehabilitation and in some cases elevation of single family dwellings, both owner-occupied and rental properties. This program sought to restore the region's housing not provided for by FEMA, insurance or other funds. Within this program, DSW Homes reconstructed 50 homes.

**Contract Value**  
\$7,150,000.00

**Start Date**  
March 2014

**End Date**  
December 2016

**Key Staff**  
Jim Schumer  
Donald Gerratt  
Curtis Clayton

**Client Reference #1**  
Weather Lagrone  
Texas General Land Office  
1722 N Congress Avenue  
Austin, Texas 78701-1488  
Telephone: (409) 206-1086  
Email:  
weather.lagrone@tgl.org

**Client Reference #2**  
Janet Lewis  
Deep East Texas Council of  
Governors  
210 Premier Dr.  
Jasper, TX 75951  
Telephone: (409) 384-5704 ext.  
5257

**Client Reference #3**  
210 Premier Dr.  
Deep East Council of Govern-  
ors  
Jasper, TX 75951  
Telephone: (409) 384-5704 ext.  
5257



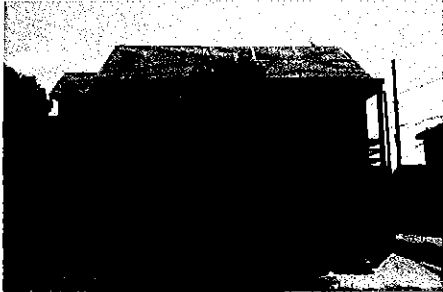
# Profile

## City of Galveston Disaster Recovery, Rounds 1 and 2.2

Galveston, Texas

### Project Description

Hurricane Ike made landfall in Texas in September 2008 and



*Before*

left behind severe damage to the island of Galveston. To help rebuild the community, funds were granted to the City of Galveston to complete needed housing repairs. Round 1 of the City of Galveston disaster recovery program included both reconstruction and rehabilitation projects. Unfortunately, multiple General Contractors were not able to finish the work provided to them. DSW Homes was given the opportunity to help turn the program around. Although we were awarded some new assignments, most of the work we received came in the form of "takeovers" from other contractors who were not able to finish their scopes of work.



*After*

Due to success in Round 1 of the of City of Galveston disaster recovery program along with other qualifications, DSW Homes participated in Round 2 of this disaster recovery program. Construction activities began in March 2014.

### Contract Value

Round 1: \$8,896,975.09  
Round 2: \$12,000,000.00

### Start Date

Round 1: February 2011  
Round 2: March 2014

### End Date

Round 1: June 2013  
Round 2: June 2016

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton

### Client Reference #1

Heather Lagrone  
Texas General Land Office  
1700 N. Congress Avenue  
Austin, Texas 78701-4428  
Telephone: (512) 225-1034  
Email:  
heather.lagrone@glon.texas.gov

### Client Reference #2

Joseph Jaworski  
Former Mayor, City of Galveston  
Telephone: (409) 763-0700  
Email:  
Joe.jaws@jaworskilawfirm.com

### Client Reference #3

Michael Kovacs  
Former Galveston City Manager (Now Fort Worth City Manager)  
Contact information available upon request



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# Profile

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## City of Galveston



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### Office of the City Manager

P. O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3520 / Fax (409) 797-3521

October 22, 2012

DSW Homes LLC  
1021 61<sup>st</sup> Street  
Suite 200, Bldg. B  
Galveston TX 77551

Gentlemen:

Since becoming City Manager of Galveston, I have the opportunity to interact with DSW Homes on a professional as well a philanthropic level. In both arenas DSW Homes exceeds all expectations. Their staff is professional and accommodating, providing all required documentation in a timely and efficient manner. While their primary focus is of course their role in the disaster recovery aspect of Galveston, they also take interest and participate in other issues concerning the Island.

I gladly recommend them to any municipality looking for a dependable and experienced contractor to work within a CDBG Federally funded program.

Please call me with any questions or concerns:

Sincerely,

Michael Kovacs, Galveston City Manager



# Profile

## Galveston County Housing Assistance Program, Rounds 1 and 2

Galveston County, Texas

### Project Description



Before



After

Round 1 of the Galveston County Housing Assistance Program (GCHAC) was a 17-month program that involved Hurricane Ike recovery in the County of Galveston, in Texas. The GCHAC program included both the reconstruction and rehabilitation of homes damaged by winds or flood waters. Using our unique construction management systems, DSW Homes successfully reconstructed 99 homes and completed 40 rehabilitation homes as part of round 1.

Round 2 of the Galveston County Housing Assistance Program (GCHAC) recently finished, with construction activities that commenced in October 2013. Like Round 1, this program included both the reconstruction and rehabilitation of homes damaged by winds or flood waters. Using our unique construction management systems, we reconstructed 156 homes and rehabilitated 1.

### Contract Value

Round 1: \$14,727,158.01  
Round 2: \$16,250,000.00

### Start Date

Round 1: February 2011  
Round 2: October 2013

### End Date

Round 1: June 2013  
Round 2: January 2017

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton  
Todd Cuell

### Client Reference #1

Paighe Legrone  
Texas General Land Office  
1702 N. Congress Avenue  
Austin, Texas 78701-3425  
Telephone: (409) 246-7084  
Email:  
paighe.legrone@tgs.texas.gov

### Client Reference #2

James Gentile  
Director of Housing and  
Economic Development  
Telephone: (409) 765-2658  
Email:  
james.gentile@co.galveston.tx.us

### Client Reference #3

Mark Harry  
County Judge  
Telephone: (409) 765-2244  
Email:  
mark.harry@co.galveston.tx.us

*DSW*  
*Galveston*



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# Profile

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## COUNTY OF GALVESTON

**James Gentile**  
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT  
Letter of Recommendation

07/23/12

DSW Homes LLC..

1021 61<sup>st</sup> Street, Suite 200 Bldg. B  
Galveston, TX. 77550

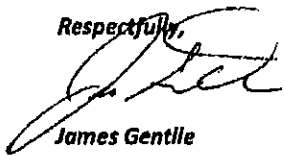
To whom it may concern;

*I am pleased to recommend DSW Homes, LLC... DSW Homes is one of a handful of new construction home builders in Galveston County's Hurricane Ike Disaster Recovery Program (Round 1) that has satisfactorily performed to meet all Program expectations and requirements, while always placing the homeowner first.*

*DSW Homes has proven their ability to finish projects in a timely fashion, satisfying the County and, more importantly, the homeowner. DSW Homes' core strength comes from a dedicated workforce. Jim Schumer and Steve Mataro, Owners, Donald Garret, Construction Supervisor, and their team, through their efforts and ardor, have earned their company the top position in the County's scoring process.*

*I hold no reservations in recommending DSW Homes, LLC to you or any other program.*

Respectfully,



James Gentile

Director of Housing & Economic Development



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# Profile

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**Illinois Disaster Recovery Program (IDRP)**  
**Various Villages, Cook County, IL**

**Project Description**

The Illinois Disaster Recovery Program (IDRP) serviced five villages in the greater Chicago, Illinois area that were affected by severe storms as a result of Hurricane Ike in September 2008. Homes were damaged by wind and flood waters and funds were allocated to the program to provide for the rehabilitation of damaged homes, bringing them up to current



building codes and allowing home owners to live in safe and sanitary conditions.

DSW Homes was awarded seven groups of homes in the villages of Skokie, Maywood, Bell-

wood and Niles, Illinois, totaling 59 units with a contract amount totaling over 4 million dollars.

**Contract Value**  
\$4,135,178.10

**Start Date**  
April 2013

**End Date**  
March 2014

**Key Staff**  
Jim Schumer  
Donald Gerratt  
Curtis Clayton

**Client Reference #1**  
Nancy Lashburn  
Housing Manager  
Illinois Disaster Recovery  
Program  
Telephone: (217) 241-0880

**Client Reference #2**  
Makeda Blaylock Shumate  
Homeowner  
2034 South 6th Avenue  
Maywood, IL 60153  
Telephone: (708) 344-4408  
Email: Love3851@aol.com

**Client Reference #3**  
Stacy Daybook  
Homeowner  
1252 Ridgeway  
Schaumburg, IL 60197  
Email: stacyday21@aol.com

*JS*  
*JS*



# Profile

## Hurricane Dolly Disaster Recovery Program Round 2.2

Various Counties, Texas

### Project Description

This program was led by the Lower Rio Grande Valley Development Council with



Before



After

grant money administered by the General Land Office of Texas.

The purpose of the program was to help residents in Cameron, Hidalgo and Willacy counties rebuild after the devastating effects of Hurricane Dolly in 2008. The hurricane season of 2008 affected all the coastal regions of Texas. In the Lower Rio Grande Valley, flood waters forced entire neighborhoods to evacuate.

DSW Homes commenced preparation for this program in January

of 2013. After months of

planning and preparation, we were given our first construction assignment in the summer of 2013. DSW Homes completed 40 reconstruction projects as part of this program.

### Contract Value

\$4,122,283.40

### Start Date

January 2013

### End Date

November 2014

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton

### Client Reference #1

Heather Lagrone  
Texas General Land Office  
1700 N Congress Avenue  
Austin, Texas 78701-1435  
Telephone: (512) 206-1004  
Email:  
heather.lagrone@glot.texas.gov

### Client Reference #2

Adela Guzman  
Homeowner  
483 W Sonora  
Raymondville, TX 78580  
Telephone: (956) 454-3590

### Client Reference #3

Heather Lagrone  
Homeowner  
1722 Calle San Martin  
San Benito, TX 78088  
Telephone: (361) 370-7307





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# Profile

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## Minot, North Dakota Disaster Recovery

Minot, North Dakota

### Project Description

In June 2011, Minot, North Dakota was overrun with flood waters when the Souris River overflowed the local levees after heavy rainfall and the spring snow melt, breaking a 130-year-old flood record. As a result, over 4,000 homes in the area were flooded and it was the first FEMA declared Level 5 disaster since Hurricane Katrina in 2005.

DSW Homes participated in the main disaster recovery program and the small rental property rehabilitation and reconstruction program and was the sole building contractor both programs completing a total of 100 rehabilitation projects and 40 reconstruction projects.



*A reconstructed home in Minot, ND.*

### Contract Value

\$12,000,000.00

### Start Date

April 2013

### End Date

October 2015

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton  
Kelly Phillips

### Client Reference #1

Ronald L. Smith  
CDU Smith  
Telephone: (701) 878-7278  
Email: [ron@cdusmith.com](mailto:ron@cdusmith.com)

### Client Reference #2 & Client Reference #3

Since this program has concluded, additional references can be made available upon request.



# Profile

## New York City Build It Back Program

New York City, New York

### Project Description

Hurricane Sandy made landfall in the fall of 2012 causing significant damage all along the eastern coast of the US. As a result, federal funds were allocated to help with various recovery initiatives.

The New York City Build It Back initiative runs several programs in relation to Hurricane Sandy recovery. DSW Homes is participating in one of these programs under the direction of LiRo Program and Construction Management, Sullivan and Tishman/AECOM. Our projects in this program consist of elevation and rehabilitation work on residences in New York. To date, DSW Homes has completed 50 rehabilitation projects



### Contract Value

\$138,000,000.00

### Start Date

October 2015

### End Date

In progress

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton  
Beau Yarbrough  
Kelly Phillips  
Paul Judson

Client Reference #1  
Tanya Pavlenta  
Vice President  
The LiRo Group  
1000 Broadway Parkway  
Brooklyn, NY 11208  
Telephone: (317) 734-4241  
Cell:  
Email: [tpavlenta@lirogroup.com](mailto:tpavlenta@lirogroup.com)

### Client Reference #2

Jeremy Siegel  
Director of Construction  
Brooklyn Build it Back Program  
Email: [Jeremy.siegel@bklynbib.org](mailto:Jeremy.siegel@bklynbib.org)  
Telephone: (516) 650-9968

Client Reference #3  
Lisa Burton  
Senior VP and National Operations Manager  
The LiRo Group  
Telephone: (317) 639-8821  
Email: [lburton@liro.com](mailto:lburton@liro.com)



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# Profile

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**Southeast Texas Regional Planning Commission Disaster Recovery Program, Rounds 1 and 2 and Demolitions Various Counties, Texas**

**Project Description**

Hurricane Ike had a widespread effect on Texas and other surrounding states. To help homeowners recover, the Southeast Texas Regional Planning Commission established a disaster recovery program for Hardin, Orange and Jefferson counties.

As part of the program's first round, DSW Homes completed 17 different bid packages. We demolished and rebuilt 174 homes using plans provided by the program administrator for a contract amount totaling over \$19m.



As part of the program's second round, DSW Homes rehabilitated and rebuilt over 175 homes. In addition to Rounds 1 and 2 of the disaster recovery program, DSW Homes was also awarded, a contract to perform residential demolitions and completed 323 of these.

**Contract Value**

Round 1: \$19,610,910.33  
Round 2: \$21,875,000.00  
Demos: \$3,100,000.00

**Start Date**

Round 1: July 2011  
Round 2: November 2013  
Demos: April 2015

**End Date**

Round 1: October 2013  
Round 2: November 2017  
Demos: May 2015

**Key Staff**

Jim Schumer  
Donald Gerratt  
Curtis Clayton

**Client Reference #1**

Heather Lagrime  
Texas General Land Office  
1700 N Congress Avenue  
Austin, Texas 78701-4305  
Telephone: (817) 256-1024  
Email:  
heather.lagrime@tgs.texas.gov

**Client Reference #2**

Jennifer Mattingly — AECOMM  
South East Texas Regional  
Planning Commission  
2210 Eastex Frwy.  
Beaumont, TX 77703  
Telephone: (409) 899-4444 ext.  
6386

**Client Reference #3**

Sydney Brown — AECOMM  
1008 Florida Blvd, Suite 300  
Baton Rouge, LA 70806  
Telephone: (225) 922-6790



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# Profile

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## Texas Housing Assistance Program

Various Counties, Texas

### Project Description

The Texas Housing Assistance Program (THAP) was a 13 month program designed to help homeowners repair or rebuild damaged homes caused by Hurricane Rita in 2005. This program encompassed 22 counties in the Southeast Texas region. In 13 months, DSW Homes successfully reconstructed 261 homes as well as rehabilitated 161 additional homes. Although we had a full scope of work, all rehabilitated homes remained occupied during construction. While work was in progress, the homeowner's care and comfort was our first priority. Good house-keeping and customer communication was critical to a successful rehabilitation.

DSW Homes found success in the THAP program by confronting and overcoming the following challenges: geographical distances between assignments, owner occupied homes during rehabilitation and lot fitment for program approved plans.



### Contract Value

\$29,383,091.46

### Start Date

December 2009

### End Date

December 2010

### Key Staff

Jim Schumer  
Donald Gerratt  
Curtis Clayton

### Client Reference #1

John Moody  
Client Program Manager  
Texas Housing Assistance Program  
Telephone: (713) 283-4474  
Email: john.moody@dswh.com

### Client Reference #2

### & Client Reference #3

Since this program concluded several years ago, additional references can be made available upon request.



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# Profile

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## Capacity to Perform

DSW Homes is prepared to provide the requested services and we are confident that our proposed methodology and schedule as well as other tasks will generate program success.

## **Proposed Methodology**

DSW Homes has the tools, management system and staffing in place to help execute the services requested. Our ability to simultaneously manage subcontractors performing several housing construction activities across the county will allow us to aptly serve the Puerto Rico Department of Housing in this venture.

Through our extensive experience in similar programs, our project management methods have been refined again and again. In each program we enter, we create a customized protocol and then follow standardized procedures within that protocol. Having participated in many programs, we have developed a system that easily adapts to each individual program's requirements.

Also due to our experience, we are familiar with tackling challenging disaster recovery situations. Our team of experienced personnel works together to find solutions to a variety of problems. Our personnel have participated in programs that have very similar scopes of work. Having encountered these scopes of work before, they are knowledgeable about potential challenges and are able to foresee when problems may arise. This anticipation enables them to more quickly resolve any issues.

Our system, resources, staffing and experience will allow DSW Homes to confidently begin rehabilitation, reconstruction, elevation and new construction projects within this program. More information about our training, quality control, processes and systems that lead to success is included in Section 6.3: Work Approach.

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*"DSW Homes has proven their ability to finish projects in a timely fashion, satisfying the County and, more importantly, the homeowner. DSW Homes' core strength comes from a dedicated workforce."*

*- James Gentile, Director of Housing and Economic Development  
Galveston County Housing Department*

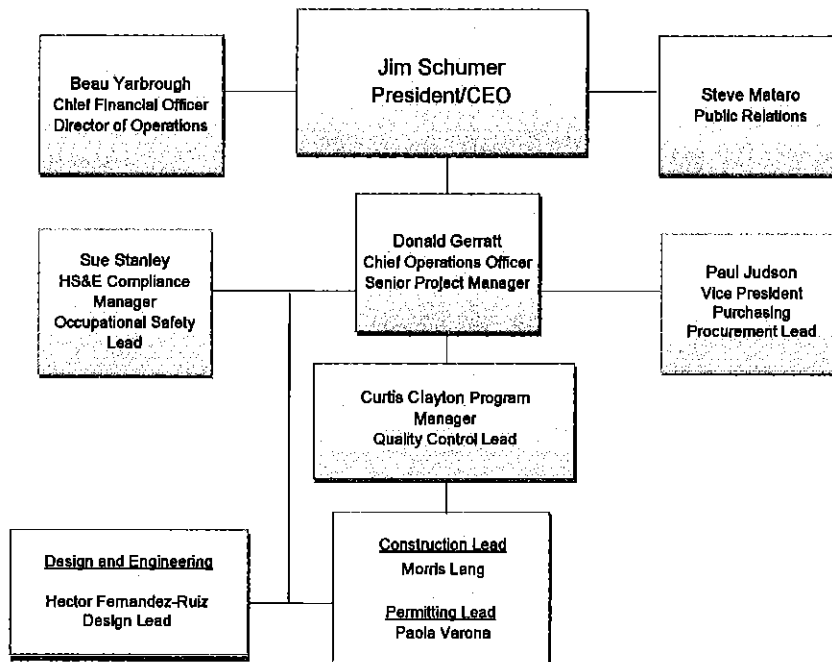
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# Organizational Chart

Our staff is key to our success. Our key personnel includes our superintendents and project managers who have years of experience in the residential construction field. In addition to our field crew, our management team is experienced with similar programs which will enable them to avoid a learning curve when getting started.

**DSW Homes Puerto Rico Organization Chart**



This staffing plan consists of current DSW Homes employees. Our company will add additional resources as needed to make sure the company meets the needs and expectations of Newton County. The company normally allows each project manager to oversee 5-7 jobs at any point in time. DSW Homes expects these proposed team members to be 100% committed to this project for the duration of the project.



# Key Staff Resume and Professional Information

**James F. Schumer, CEO/Principal**

## Background Summary



With more than 35 years experience in scattered lot home building, Mr. Schumer has worked as a superintendent, sales person, general manager, division president, Executive VP, and Owner responsible for all field operations as well as corporate services. He is adept at overseeing the building of multiple homes in multiple locations.. In his previous position, he was instrumental in expanding the company from three locations to 47 locations nationwide with

gross revenues of over \$200M yearly and building an average of 1,250 homes per year.

He has managed teams of up to 375 office and field staff as well as thousands of subcontractors, executing firm fixed price (FFP) and cost plus fixed fee (CPFF) contracts with budgets well over \$200M per year, and maintains an excellent safety record. His project management experience includes total site responsibility for planning, directing and scheduling project activities, project personnel development and administration, preparing cost estimates and forecasts, monitoring progress, quality and safety, and cultivating client relations. His experience also includes contract management, administration and coordination of technical support services including operating contractor oversight, programs management, engineering, and startup support activities. Further, Mr. Schumer has successfully built over 12K units.

## Experience Record

Principal Owner/CEO and Division Lead, DSW Homes LLC, New York City, NY, 2009—Present  
 As Principal/Program Manager, he communicates and coordinates closely with clients; and has worked with developers, suppliers, and vendors to develop approaches that result in significant cost and schedule savings. Manages the financial, administrative, and customer-relations success of the company. Program Manager for **federally funded contracts totaling over \$570M**.  
 Executive Vice President Operations / Sales Manager, America's Home Place, Inc., Gainesville, GA 1990—2009

Promoted throughout tenure from a Sales Manager until 1998 when he was named Executive Vice President of Operations. Throughout the next ten years, he helped the company grow from three locations to 47 locations nationwide with gross revenues of over \$200M yearly.

District Manager, Jim Walters Homes Inc., Austin, TX, 1985—1990

Oversaw multiple locations for sales and production. Involved in the day-to-day workings of building single family homes.

### Years in Construction

35+

### Years with DSW Homes

9

### Education

Business Management, University of Louisville, 2 years

### Registrations

NYC Licensed General Contractor #610403

### Training

- NYC Safety Requirements
- NYC Certification: Concrete & Construction
- OSHA 30 Hour
- OSHA 10 Hour
- Lead Renovation All OPE (Part 745.225 - Certification, NYC, 1991-1992)
- OSHA Safety Training, Sept 2001
- Residential Services for the Disabled (ADA) - OSHA Training in Construction Management
- 40 Hour OSHA Safety
- 4 Hour OSHA
- 4 Hour Scaffold Training

*Handwritten initials/signature*



# Key Staff Resume and Professional Information

## Donald Gerratt, Chief Operating Officer

### Background Summary



Mr. Gerratt has over 20 years experience monitoring construction activities including quality control, customer satisfaction, individual home budgets, and construction schedules. He's directly responsible for administering daily operations throughout the company to promote growth and profitability.

### Experience Record

Chief Operating Officer, DSW Homes LLC, 2010—Present  
Achieves high standards of construction quality in a controlled cost environment, contributing to the company's profitability. Meets planned objectives and maintains high standards of health and safety. Ensures budgeted objectives are met with a commitment to build and motivate staff. **Managed over \$570M in federally funded contracts.** Trains staff on daily practices to improve efficiencies. Oversees the daily activities of construction operations to ensure highest possible level of customer satisfaction. Further, Mr. Gerratt has successfully built over 12K units.

VP of Operations, Crescent Homes SC, Inc., Charleston, SC, 2009

Led employees, suppliers, and subcontractors in building homes throughout the area. Oversaw the creation of Crescent Homes as a newly formed entity in the market. Responsible for all aspects of the homebuilding business including P&L analysis, customer satisfaction, feasibility studies within the market.

VP of Operations, Brentwood Homes, Charleston, SC, 2008—2009

Led operations to ensure optimal profitability and inspired employees to integrate smart business thinking and habits. Communicated regularly with customers to ensure customer satisfaction improved. Oversaw direct construction costs and worked on decreasing costs and improving construction practices to increase gross margins of each home.

Production Manager, Brentwood Homes, Inc., Charleston, SC, 2007—2008

Focused with each individual builder to improve build-out times of each home enabling company to decrease cycle times from building permit to final close. Continually pushed for smarter construction practices on each home which resulted in higher quality and improved vendor relationships.

General Manager, Brentwood Homes, Inc., Myrtle Beach, SC, 2006—2007

Actively involved with land acquisitions. Engaged in branding company in the area. Oversaw construction, sales, and marketing of new homes. Coordinated business activities for division.

### Years In Construction

20+

### Years with DSW Homes

8

### Education

BS Construction Management,  
Brigham Young University, UT,  
2001

### Registrations

NYC DOB Licensed Superintendent SC26443  
SC Homebuilder License

### Training

• OSHA 10 Hour  
• OSHA 30 Hour  
• First Aid/CPR  
• Fall Protection Certification  
• Safety Management  
• Project Management  
• Construction Management

*Handwritten initials/signature.*

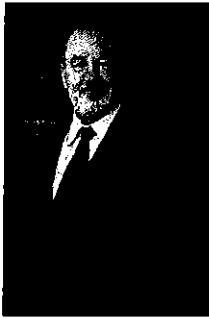




# Key Staff Resume and Professional Information

Steven W. Mataro, Public Affairs

## Background Summary



Mr. Mataro has more than 29 years experience in remodeling and new construction which includes all phases of construction. His background encompasses the management of new construction, renovation, restoration, and rehabilitation projects. He has 20 years experience as an Owner/Operator of America's Siding Company, a company that distributed and installed siding, roofing, windows and doors in the seven southern states. In this position, he managed 30 subcontractor crews with an average of 400 plus homes per year. For his outstanding quality of workmanship and ability to satisfy homeowners, he has been commended by several public officials including the lieutenant governor, mayor, and county commissioner.

## Experience Record

Public Affairs/Owner/Project Manager, DSW Homes LLC  
2009—Present

Currently serves as Public Affairs Manager who manages communications between DSW Homes and Government officials to foster mutually beneficial relationships to achieve strategic goals. Manages Government Relations, Media Communications, Corporate and Social Responsibilities on behalf of DSW Homes, with an emphasis on maintaining a positive public opinion and reputation for the company. Maintains a strong company presence by providing civic services within the communities where DSW Homes works. Previously served as Project Manager for the GCHAP Galveston Rehabilitation contract, responsible for all construction management, construction, field engineering, and planning activities performed on home rehabilitations. Under the **\$8.7M CDBG Rehabilitation** contract, served as Project Manager responsible for all construction management, construction, field engineering, and planning activities performed on 146 home rehabilitations. Oversaw the construction processes and performed QC for this large-scale rehabilitation project. Procured and accepted suitable bids for the rehabilitation of storm damaged homes, adhering to the TDHCA's delivery and budget requirements.

President/Chief Executive Officer, America's Siding Company, Inc., GA, 1989—2009

Planned, organized, scheduled, and directed all installation activities; monitored, trained, developed, and evaluated installation personnel; approved and monitored schedules; prepared cost estimates and cost forecasts; monitored job/contractor progress, and cost, quality, and safety. Monitored customer satisfaction surveys and summary reports to ensure that trends were recognized and appropriate action taken to improve performance.

## Years In Construction

29

## Years with DSW Homes

9

## Registrations

NYC DOB Licensed Superintendent #26105

## Training

- OSHA 10 Hour
- Lead Renovator; 40 CFR Part 745.225; Certification No. R-I-1234-11-00032
- Davis Bacon Training, Sept 2010
- Numerous seminars for specialized industry specific training in construction management.

## Other

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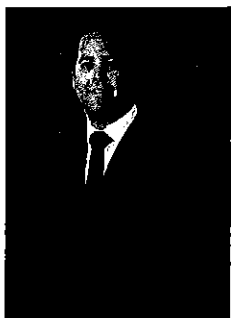
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# Key Staff Resume and Professional Information

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**James "Beau" Yarbrough, Chief Financial Officer/Director of Operations**

## Background Summary



Mr. Yarbrough has over 10 years of experience in finance and close to 15 years of business experience. His expertise is helping DSW Homes plan for a successful financial future.

## Experience Record

Chief Financial Officer, DSW Homes LLC, 2015—Present

Communicates and coordinates closely with all accounting staff. Responsible for forecast-

ing and reporting. Analyzes financial information and works with senior management to make recommendations regarding financial plans. Evaluates financial plans, operating records and financial statements.

Chief Financial Officer, Texas First Bank, Texas City, TX, 2009—2015

Negotiated the purchase of three financial institutions totaling in excess of \$100 million in assets. Managed security portfolio in excess of \$450 million. Oversaw relations with State and Federal Regulators. Administered the financial reporting process and relations with external auditors. Compiled and interpreted monthly/quarterly reports for management. Prepared annual budgets. Evaluated vendor relationships. Developed and maintained customer relationships.

Managing Partner, Yarbrough Ventures Inc, Galveston, TX, 2007—Present

Purchased and remodeled in excess of 150 residential units. Manages ongoing relationships with tenants. Ensures proper financial reporting to partners and governmental agencies.

Partner, Oaks Texas City, LLC, Texas City, TX, 2014—Present

Focus on affordable housing in Texas. Developed 4 projects totaling more than 120 units; \$30 million. Experience with conventional financing, equity, CDBG-DR and multi family funding. HUD compliance including subsidized layering review, single audits, Davis Bacon and environmental review.

## Years in Construction

10

## Years with DSW Homes

3

## Education

Master in Professional Accounting, BS in Business Administration, The University of Texas at Austin, Austin, TX, 2008

## Training

Certified Public Accountant, State of Texas

*Handwritten initials/signature*



# Key Staff Resume and Professional Information

## Curtis Clayton, VP of Construction

### Background Summary



Mr. Clayton has more than 15 years of construction experience. He has extensive experience in all aspects of residential construction.

### Experience Record

VP of Construction, DSW Homes LLC, 2010—Present

Performs internal reporting, maintains project schedule and budget, tracks change orders, and ensures health and safety compliance and contract compliance. Inspects and verifies that subcontractors are in compliance with all specifications, quality documents, and procedures. Assisted in streamlining company rehabilitation standards and procedures and in creating and implementing the DSW Homes Safety program. **Supervised projects totaling more than \$200M on CDBG Rehabilitation contracts.** Responsible for scheduling, budgets, and total customer satisfaction on all projects.

Helped create guidelines for selecting qualified subcontractors, set up a subcontractor base in Galveston, and created a materials book for subcontractors to use. Responsible for plan take-offs of new homes in Texas and New York.

Head Project Manager, Crescent Homes, SC, 2009—2010

Managed the construction/development of four subdivisions. Worked closely with the owner to help make plans more cost effective. Worked with purchasing department to cut costs in all plans and projects. Ran warranty department for new homes. Worked with building officials, code enforcers, and other city inspectors to pull permits and make sure project is completed correctly and on time.

Area Manager, Brentwood Homes, SC, 2008

Oversaw four subdivisions and their superintendents. Helped superintendents trim down their build out times to help close homes quicker. Managed the quality of homes in each subdivision. Managed a community project with several commercial tasks including a church and work/live units. Worked closely with land developer to ensure completion in a timely manner. Helped purchasing department cut costs with subcontractors and helped them redo take-offs on plans to save time and money.

Builder, Brentwood Homes, Myrtle Beach/Goose Creek, NC, 2007—2008

Managed home and townhome construction from ground breaking to completion. Responsible for quality, schedule, and budget on homes ranging from starter homes to larger custom homes. Worked with superiors to cut costs on jobs and streamline construction. Employee of the Month in March 2008 for closing 9 homes in one day.

### Years in Construction

15

### Years with DSW Homes

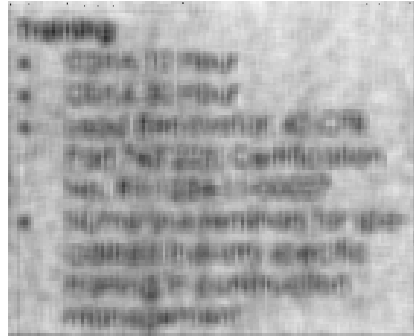
8

### Education

BS Construction Management, Utah Valley University, UT, 2007

### Registrations

NYC DOB Licensed Superintendent #25774



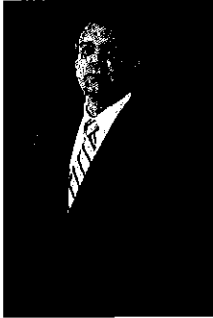
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# Key Staff Resume and Professional Information

## Paul Judson, VP of Purchasing and Estimating

### Background Summary



Mr. Judson has 17 years experience in scattered lot residential construction industry. He has worked in ten states overseeing work types including substantial rehabilitations, historical restorations, home elevations, residential demolition, custom home building, and emergency repair services. He has overseen production and managed contracts and cost control on over 3,000 projects. He is proficient in quantity take off, material procurement and estimating. He is experienced with Level 2 certifications in Xactimate.

### Experience Record

VP of Purchasing and Estimating, DSW Homes LLC, 2015—Present

Responsible for overseeing and coordinating purchasing and estimating personnel. Works with subcontractors and vendors to negotiate pricing and contracts for all projects. Produces estimates for incoming projects and works with various production managers in different DSW Homes locations to meet their estimating needs.

Production Manager, DSW Homes LLC, 2012—2015

Maintains daily paperwork required for each job site and the crew. Implements and follows through with job instructions provided by the Project Manager. Schedules and manages subcontractors and materials delivery. Ensures safety and quality control requirements are followed. Provides leadership, guidance and actively trains/promotes learning to crew. Performs follow through on project closeout warranty period.

Superintendent, Production Manager, General Manager, America's Home Place, 2002—2012

Site evaluation and development for multiple styles of custom homes. Develop and improve quality control inspection checklist. Work with code officials, environmentalist, and professional engineers to build custom homes to meet local and national codes. Hire and train new supplier and subcontractor trade bases. Manage other people in an office environment, motivating and advising others to excel. Hire and train superintendents in a Production Manager role. Work directly with draftsman and estimators to improve proficiency of our production. Worked directly with the customer overseeing construction of custom homes. Managed warranty work and problem solving with both trade bases and customers. Worked directly with Loan Officers, and processors to help our customers obtain FHA, VA, Conventional, USDA, and grant subsidized loans.

### Years in Construction

17+

### Years with DSW Homes

6

### Education

Construction Management, Brigham Young University, UT  
AA In Communications, Ricks College

### Registrations

NYC DOB Licensed Superintendent #25773  
Mississippi General Contractor FL, NC, LA  
General Contractor: Commercial Licensed in NC, SC, LA  
Residential Licensed in LI, CT, NJ, FL, MS, TX

### Training

- DSW Training
- DSW 2015
- National General Contractor License
- National Residential License
- National Commercial License
- National Estimating Certification
- National Quantity Takeoff Certification
- National Project Management Certification

*PA*  
*Judson*



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# Key Staff Resume and Professional Information

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## Maggie Toler, Corporate Controller

### Background Summary



Ms. Toler has over 15 years of experience in all construction accounting facets. Her vast construction and accounting knowledge ranges from hotel and condo new construction and rehabs to single family and \$50M multifamily projects. Her expertise is helping DSW Homes' corporate office proficiently manage new business activities.

### Experience Record

Corporate Controller, DSW Homes LLC, 2015—Present

Oversees all accounting, insurance, licensing, human resource and internet technology aspects for DSW. Analyzes financial information and works with senior management to make recommendations regarding financial plans. Evaluates financial plans, operating records and financial statements. Coordinates licensing and insurance required by each state and program.

Controller, Intergulf Corporation, La Porte, TX, 2013—2015

Supervised all accounting transactions for 5 growing O&G companies, each averaging \$75M in revenue each year. Migrated multiple software platforms to specialty programs to create efficiency in daily operations. Projected cash flow and budgets for various divisions.

Chief Financial Officer, Valcap Corporation, Kemah, TX, 2012—2013

Oversees accounting, internet technology, human resources and leasing staff for over 4,000 multifamily units within 5 states for an owner/operator. Created and analyzed budgets and monthly financials for current properties and acquisitions. Migrated Yardi, DIY and QuickBooks platforms to RealPage. Oversees tax credit properties and required reporting.

Senior Accountant, Intergulf Corporation, La Porte, TX, 2012—2015

Negotiated the purchase of three financial institutions in excess of \$100 million in assets. Managed security portfolio in excess of \$450 million. Oversees relations with State and Federal Regulators. Compiled and interpreted monthly/quarterly reports for management. Prepared annual budgets. Developed and maintained customer relationships.

Senior Accountant, CWS Capital Partners, Austin, TX, 2008—2012

Oversees all accounting transactions for manufactured and multifamily units within Texas, Canada and California. Serviced loans for in-house financing including escrow tracking, foreclosures and applicant screening. Month end closing process for 16 entities.

Purchasing Director, Leddy Ventures/Presidian Destinations, San Antonio, TX, 2002—2007

Oversees estimating and purchasing of multiple hotel and condo projects ranging from \$2M-15M. Prepared monthly construction draw requests for \$20M hotel and condo projects.

### Years in Construction

16

### Years with DSW Homes

3

### Education

Master of Professional Accounting, The University of Texas at Austin, Austin, TX, 2011  
Bachelor of Business Administration, Accounting, The University of Texas at San Antonio, San Antonio, TX, 2002

### Training

Certified Public Accountant, State of Texas, 2012

*PT*  
*M.T.*



# Key Staff Resume and Professional Information

**Sue Stanley, Environmental, Health, & Safety Manager**

**Background Summary**



Ms. Stanley has over 16 years of experience in various environmental, health and safety positions. Her experience and extensive work history is leading DSW Homes to be one of the best in the business in Environmental, Health and Safety arenas.

**Experience Record**

Environmental, Health & Safety Manager, DSW Homes LLC, 2015—Present

Review environmental and safety compliance requirements for various Disaster Recovery Housing Program Guidelines where DSW Homes is actively participating and provide guidance to facilitate compliance. Evaluate compliance with regulatory requirements and internal policies governing Lead-Based Paint (LBP), Asbestos and OSHA. Plan and implement safety policies and procedures in compliance with local, state and federal rules and regulations. Ensure that construction production staff meets safety and other federal, state and internally mandated requirements including EPA, HUD, and OSHA.

Senior Lead-based Paint Inspector, AECOM, Galveston, TX, 2013—2015

Compile field data for Lead based Paint (LBP) inspections, specific to residential housing in support of the City of Galveston Disaster Recovery Housing Program. Complete LBP Inspection, Risk Assessment and Clearance reports. Review, approve and provide quality control of LBP Mitigation Documentation. Conduct on-site pre-construction meetings with contractors to address environmental and safety concerns before jobs begin. Perform environmental and safety surveys and inspections throughout construction.

Safety Compliance Administrator/Human Resources Coordinator, Affiliated Transportation Systems, Inc., Lawton, OK, 2011—2013

Maintain driver qualification (DQ) files on company drivers and owner operators of three household goods motor carriers in accordance with DOT FMCSA regulations. Conduct all OSHA, DOT, Quality Labor Certification, and internal training for all new employees.

Principal/Lead-Based Paint Inspector Risk Assessor, CONNOR, Baltimore, MD, 2009-2011

Responsible for training maintenance supervisors and workers, leasing agents, property managers, owners and trade contractors on lead safe work practices and federal regulations governing lead-based paint in compliance with the EPA's renovation, repair, and painting certification requirements. Perform Risk Assessments and perform Clearance lead dust and soil sampling after renovations in accordance with the Louisiana Small Rental Property Road Home program.

**Years in Construction**

16

**Years with DSW Homes**

3

**Training**

- OSHA 10 HOUR
- EPA Certified Refinisher (expired 2007)
- Asbestos Abatement Site Remediation
- U.S. DOT Safety Course
- Safety Compliance Course
- OSHA 30 HOUR
- DOT Regulator
- Quality Lab
- OSHA 100 Safety Course
- Certified Coach
- Certified Manager of Maintenance
- Certified Compliance 2009-2010
- Certified Professional

*PS*  
*Sue*



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# Key Staff Resume and Professional Information

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**Morris Lang**

**Background Summary**



Mr. Lang is an innovative and dynamic leader with proven success record of accomplishment, business growth, and development of leaders. He has expertise in marketing strategy, brand development and strategic communications, public affairs and project management.

**Experience Record**

Estimator, Superintendent/Project Man-

agement, DSW Homes LLC, 2016—Present

Managing over 4 Million dollars in construction projects as Project Manager for DSW in the Build It Back, Staten Island, NY Program. Provides Flood damage estimations for master contractor within complaint coordination through a FEMA representative by determining the overall estimated project amount to bring the residential dwelling to a livable state for ongoing repair.

The estimator must determine if the home is a safe, and or salvageable environment to participate in the program, or if other suitable programs would be better suited for the situation. If the home qualifies for the LA Shelter at home program the estimator will write up the final scope of works to be performed by the contractor in accordance with State and Federal guidelines and instruct the contracting project team. The Superintendent / Project Manager is the final quality assurance specialist whom assure that the file has been completed per the original work order while confirming the home is now in a safe livable condition and ready to pass the final state inspection.

Director of Compliance, Solid Ground Innovation, LLC, Baton Rouge, LA 2014—2017

Provided strategic oversight for client project execution. Facilitated new market entry and cultivation, and provided effective client management by establishing and maintaining meaningful relationships with current and prospective customers in support of company's growth goals.

Assisted in development of quality assurance processes for company deliverables, and ensuring cost and schedule controls align with Clients' initiatives. Managed preparation and submittal of proposals. Identified joint marketing opportunities and strategic partnerships with peer consultants. Performed in-depth market assessments and competitor analyses, and develop strategic sales and marketing plans to identify, prioritize, and engage prospective clients.

**Years In Construction**

15+

**Years with DSW Homes**

2

**Education**

Masters in Business Administration, Louisiana State University  
BS, Business Professional Concentration/Pre-law Minor, Northwestern State University

**Training**

Certified Paralegal



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# Key Staff Resume and Professional Information

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**Paola Varona Chevere**

**Background Summary**



Ms. Varona is a highly ambitious self starter, fluent in both English and Spanish. She holds superior writing and communication skills as well as an attentiveness to detail. She is an excellent administrator, team-player, and has a real passion for her work. She has been entrusted as a chief negotiator and valued co-worker and employee.

**Years In Construction**

1+

**Years with DSW Homes**

1

**Education**

Bachelor of Arts in Media Studies, University of Rochester, Rochester, NY

**Experience Record**

Administrative Supervisor, DSW Homes, LLC, 2018—Present

Works for DSW 2018 in Puerto Rico as administrative supervisor to help ensure that over 3,500 home owners have been dealt with in a productive and efficient manner. She has orientated and managed over 100 licensed subcontractors under the Tu Hogar Renace Program. Handled over 300 warranties to ensure houses would be taken care for from beginning to end and ensured proper pricing of over 1,500 work orders and or estimates. Paola is currently at the USVI working with over 26 crews. She's responsible for the re-roofing program as current administrative supervisor in the St. Croix, St. Thomas and St. John area.

Director of Photography, Rebel v. Apparel, Rochester, NY 2016—2018

Chief over the camera and light crews working on a film, television production or other live action piece and is responsible for making artistic and technical decisions related to the image. assists the film director by establishing the visual look of the movie. Helped tell the story through the artistic and technical decisions you make regarding lighting, film stock, shot selection, camera operation and other elements.

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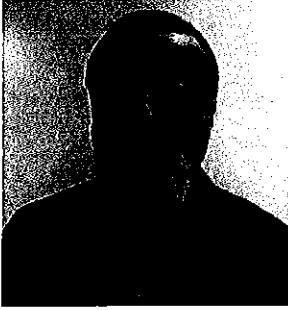




# Key Staff Resume and Professional Information

## Hector Fernandez-Ruiz

### Background Summary



Mr. Fernandez-Ruiz is a highly experienced Senior Architect with proven talent for creating innovative designs. He is able to apply solid leadership abilities while making an effort to understand client needs and deliver budget-friendly results. Mr. Fernandez-Ruiz is committed to meeting strict project deadlines by coordinating efforts

with clients and design groups.

### Experience Record

Studio fc5, Architect, 2016—Present

Studio fc5 is a small, intensely design-oriented architectural and interior design firm. Based in Bayamón, Puerto Rico, the firm was established with the intent to provide complete, high level design services for the full range of projects within the built environment, including residential, commercial, and institutional projects. Studio fc5, former Fernandez-Ruiz, Architect, is a professional enterprise offering architectural design development, interior design and construction supervision services. He has extensive experience in the architectural designing and consulting field which includes all facets of building design and construction development. His work experience includes consulting Architectural / Engineering services for projects such as educational and religious facilities, office buildings, commercial buildings, multi-family public and private housing developments, detached private housing units and industrial projects.

HL+T Architects & Interior Designers, P.S.C., Architect/Principal, 2008—2016

Mr. Fernandez-Ruiz was responsible for developing customers and nurturing professional relationships. On each project Mr. Fernandez-Ruiz worked with clients to determine goals and was responsible for delivering final schematics. He oversaw the work of junior architects, and performed a host of other project management duties. Mr. Fernandez-Ruiz took pride in his responsibility for the quality of the product as well as his accountability for driving the projects.

Fernandez-Ruiz Architect, Architect, 1991—2008

As a freelance architect Mr. Fernandez-Ruiz meet with clients, developed reports and drawings, and worked with other architects and engineers. He visited construction sites to ensure the client's objects were met and to review the progress of projects. He also estimated the amount of required materials, equipment, and construction time. Additionally, he prepared structure specifications, scaled drawings, prepared contract documents, and managed construction contracts.

### Years in Construction

38+

### Years with DSW Homes

1

### Registrations

PR License 94446

### Skills

- Architectural Design
- Commercial Architecture
- Residential Architecture
- Institutional Architecture
- Building Codes & Permits
- Space Planning
- Cost Estimations

*Handwritten initials or signature, possibly 'HFR'.*



# Key Staff Resume and Professional Information

## Arch Louis I. Velez

### Background Summary

Mr. Velez is a Senior Architect Manager with over 30 years of experience record of success overseeing all phases of multi-million dollar construction infrastructure, environmental projects for government and private sector clients. His experience includes managing personnel, professional consultants, engineers and history of on-time, on-budget and high-quality project completions. He is licensed in Puerto Rico in compliance with (NACRB) requirements and a member of "Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico."

### Experience Record

AD&M, Architecture and Design Management, Alta, PR, 2004—Present

AD&M (Architect Design and Management) was organized and created as home-base office managing projects outside of Inter Group. All of these projects were exclusively marketed and managed by me. I oversee the engineering and construction sector that is a rapidly evolving discipline, with many interpretations and applications. My management of architectural design skills is essential for delivering design intent and maximizing value to a wide range of stakeholders.

Inter-Group, General Manager and Design Team Lead, Hermanas Davila, Bayamon, PR, 1994—Present

Works with government projects and commercial and private sector with a budget ranging between \$5M to \$30M. Oversee work of other employees, manage focus on objectives that go beyond daily operations, provide guidance and expertise from my experience.

Ivan A. Hernandez & Associates, Assistant Architect, Guaynabo, PR, 1990—1994

Worked with professional architects in the fields of construction, facilities management, and other related areas. Created layouts, sections, drawings, and other materials that are necessary in every step of the architectural process. Mainly working on Industrial and Pharmaceutical projects.

Mario A. Corsino & Associates, Architect, Bayamon, PR, 1983—1998

Governments, Public Recreational Facilities, Municipal and small hotels projects.

### Years in Construction

30+

### Years with DSW Homes

1

### Education

Master of Architecture, Puerto Rico University

Bachelor of Environmental Design, Puerto Rico University

### Skills

- Drafting
- Multi-family units for Government and Private
- Institutional Architecture
- 3-D CAD Software
- Space Planning
- Cost Estimations

JD  
JL



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# Key Staff Resume and Professional Information

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## Tamara Fernandez Rosas

### Background Summary

Ms. Rosas is a performance driven design professional with experience in interior design, product sales, showroom development with administrative and secretarial skills. She has strong organizational, customer service and communications skills with the ability to independently plan and direct business affairs.

### Experience Record

Advanced Transplant Nephrology, Administrative Assistant, San Juan, PR, 2013—Present

Managing and distributing information within an office. Answering phones, taking memos, and maintaining files. Sensing and receiving correspondence, as well as greeting clients and customers. Provides support for all types of organizations and businesses and staff members. Drafting documents, scheduling and project management.

RGR Design Associates, Junior Designer, Miami Beach, FL, 2007—2008

Worked closely with senior designer throughout all phases of design, including AutoCad drafting, material and furniture selections, orders and space planning for high-end residential and commercial projects.

Manager and Junior Designer, Abode, Miami, FL, 2005—2007

Helped in the development of furniture showroom, which later managed. Assisted senior designer in all phases of design, including AutoCad drafting, material and furniture selection, orders and space planning for diverse residential projects. Acted as liaison between designer, vendors and contractors.

Intern and Design Assistant, Marta Cecilia Design Group, Miami, FL, 2004—2005

Primarily assisted senior designer with furniture finishes selection and space planning for residential and commercial projects.

### Years in Construction

15+

### Years with DSW Homes

1

### Education

Bachelor of Fine Arts in Interior Design, University of Miami School of Architecture

### Skills

- AutoCad
- Vectorworks
- Institutional Architecture

TJ

John



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# Work Approach

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## **6.3.1 Overall Understanding**

Our scheduling and site management procedures have been tried and tested for over 20 years. Each project is assigned to a well trained and accountable project manager who has a comprehensive and complete understanding of the scope of work. Our project managers work closely with the subcontractor pool, supplier pool and other project managers to ensure the work is done in a timely manner and to a high level of quality. With over a 12,000 home track-record of success, DSW is very knowledgeable of the requirements of PRDOH for design and construction management services within this request.

Each project manager uses a universal project schedule. That has been adapted to fit the needs of an individual project. This schedule is placed on a job card which is tracked from the point of assignment through the end of warranty. Photos are placed on the bottom of the job card to illustrate different stages of construction. The job card is moved down an assembly line on the wall, which gives a visual representation as to where the job is on the production line. This job card is updated twice daily, once by the project manager, and once by the production manager. These cards allow each house to be "in your face" and they expose possible bottlenecks in production before they happen. Multiple project managers work together to be sure that trade contractors aren't overbooked. Suppliers and trade partners come into the office and see what work is coming and compare for it before it comes.

To avoid delays in construction, due to subcontractor availability or material procurement, phone calls to start a particular scope begin two weeks before the scheduled start date. The trade is informed of the scope, given the necessary paperwork and informed of a start date. Then, they are reminded one week before the work starts, the day before, the day of, and the day after to confirm work was complete.

The schedule the project manager uses on a daily basis is the same one that is on the job card. The project manager uses this schedule to coordinate trades, materials, inspections, and utilities. Each morning, the project manager manages the job from the office, making calls, ordering materials, communicating with customers, and updating the schedule. The project managers then go out to the field to do quality control inspections using checklists/ They provide on-site management and assure quality, safety and timeliness.



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# Work Approach

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## Other Tasks: Products, Services and Reports

DSW Homes can also provide other products and services. In similar programs, we have provided house plans and designs, application intake, community outreach and more. We are also experienced with all aspects of disaster recovery from rapid repairs to elevation and mitigation and more.

DSW Homes is also able and prepared to provide regular reports throughout the program. With tracking and scheduling capabilities, we are able to help administrators forecast production rate. In addition to reports on production, DSW Homes staff is familiar with typical reporting procedures for federally-funded programs such as reporting on Section 3 compliance. More information regarding Section 3 compliance can be found in Section 9.8: Section 3 Compliance.

We anticipate assigning 10+ (additional as needed) employees to this project and supplementing our staff with additional local hires as needed. Each superintendent will be responsible for overseeing 6 project sites simultaneously.

In addition to proposed increased staffing, our ability to complete residential rehabilitation and reconstruction projects is shown through our extensive experience in similar programs which can be viewed on Tab 3.

*RJ*

*John*



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# Work Approach

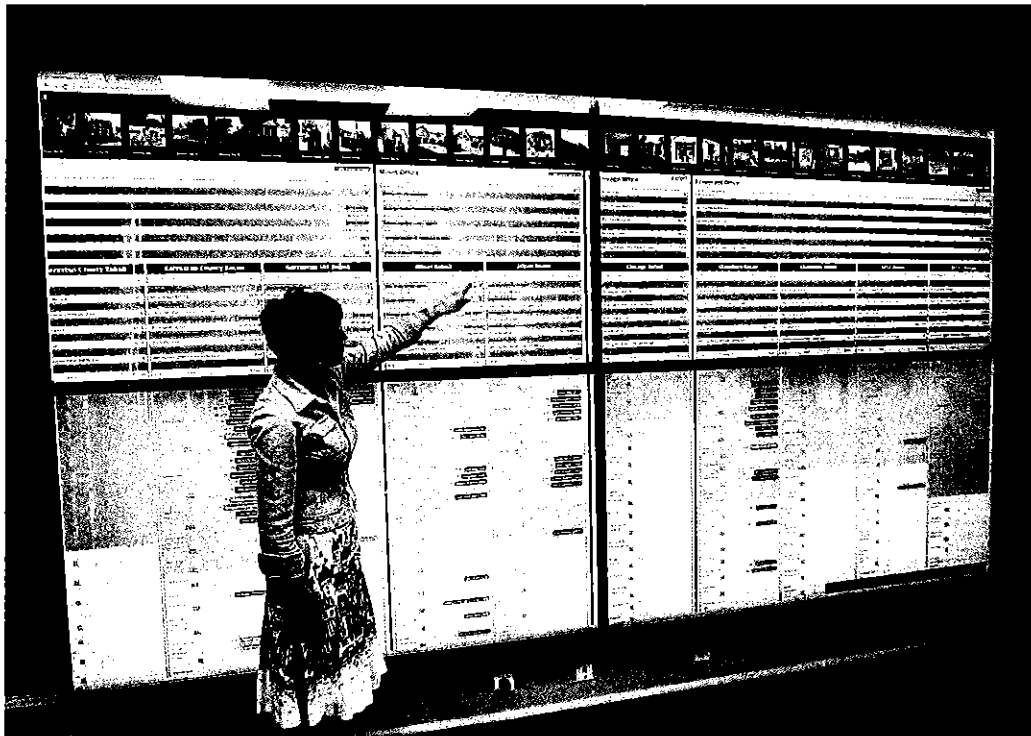
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## 6.3.2 General Administration and Coordination

In addition to our wall method of scheduling, DSW Homes monitors all of its offices electronically through our customized software program. At our headquarters, this software is viewed on a giant touchscreen television, measuring 83 inches high by 12 feet wide. This tracking software enables office managers to view overall progress in each program and across each office location. It enables a "big picture" view of all company activities which aids in making decisions about personnel and resources placement.

The system also allows for better communication between offices and management. When

two people are in different locations but have access to our software, they can easily discuss goals and projections with accurate and up to date information in front of them. This would be particularly effective in



this program since the work covers multiple zones and would allow management to easily and effectively manage projects in various parts of the state simultaneously.

Within the tracking system, each program has a series of customized steps to be performed for each individual project. The software then projects a completion date and the project is monitored. If it falls behind schedule, it shows up in a different color. If it's on schedule to completion it appears green. We also use icons to help indicate when a draw is ready to be submitted, when project images need to be uploaded and when there's a note about the project from the project manager or office coordinator and much more.



# Work Approach

## Tracking Software System—A Closer Look

In addition to helping track project schedules, managers and superintendents can also track open change orders, store project photographs for easy access by all personnel and help determine a timetable for construction inspection checkpoints in advance.

A change order is indicated on the tracker by a green plus sign.

Clicking on the project you can see detailed information about the change order and indicate its status.

**Edit Project — Pradip Minawala #206**

Job Information | Call Photos | Checklists | Floor Plan | Notes | Draw Requests | Contract & Bonding | **Change Orders** | Estimating

**New Change Order**

Summary #

Amount #

Date Requested

ID: February 2014

Change Order Document

Choose File No file chosen

Description

+ Add Change Order

**Submitted Change Orders**

#	Summary	Amount	Status
1	Electrical Panel	\$2,875.00	RECEIVED BY AR [Details]
2	Deck Replacement	\$1,187.50	APPROVED [Details]

Foundation Inspection	1 / 20	
Mechanical, Electrical & Plumbing	9 / 29	+ Pradip Minawala (34/0)
Roofing	7 / 36	

*Pradip*

The tracker also allows superintendents to upload and store project photographs, creating an easy way to keep track of project progress and provide documentation for future reference.

Name

Name


Step

App Assigned


Select Photo

Choose File No file chosen


Upload Photo




App Assigned



Demo



Cabinet Trim, Attic



Mechanical Exhaust







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# Work Approach

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## Other Tasks: Project Activities & Materials

We believe performance should be monitored and judged based on how well the project is executed from start to finish. A company's capacity to perform is determined by how many projects they can deliver within the timeframe established while maintaining the expected quality.

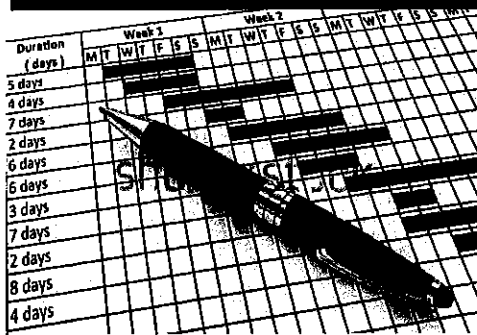
### 1. Ability to produce Work Write-ups



At DSW Homes, we strive to beat the competition in all aspects of our business. We pride ourselves in outstanding customer service and administration. In addition, we perform day to day business practices that save time and money for the program and customer and help us to maintain a strong capacity to perform.

*Below are several activities which help us accomplish these goals.*

### 2. Ability to Project Schedules



Accurate and usable work write-ups are key to running a successful program. DSW Homes uses a systematic approach to create and implement quality scopes of work for each project. This approach covers three areas: background research, site walk, and write-up delivery.

Before a project starts, we research it to eliminate potential hold-ups. Research with regards to the following aspects are particularly important: environmental review, flood zone requirements, and local building and zoning requirements. Reviewing these items minimizes surprises, reduces change orders, and increases accuracy.

Once our research is complete, a site walk is performed. For rehabilitation projects, special attention is paid to the

foundation and structure of the home, the mechanical, electrical and plumbing systems, the roof, the windows and doors and items that violate the building code. Paying attention to these items helps determine pricing up front, eliminating costly repairs later. Once the job has been properly researched and the walkthrough performed, the information is packaged into usable, easy to read write-up. DSW Homes has developed accurate timelines that stipulate, based on experience, how long a job should stay in any particular phase. These timelines are shared with trade partners to set expectations, measure results, and provide feedback for improvement. These timelines are in public view to create an environment of openness and accountability.

These timeframes allow DSW to:

- Project our schedules to accommodate the needs of program administrators
- Match each job with qualified superintendent
- Use aggressive scheduling to produce quicker build out times
- Match project needs with capacity of subcontractors and supplier
- Share schedule goals with customers and program administrators



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# Work Approach

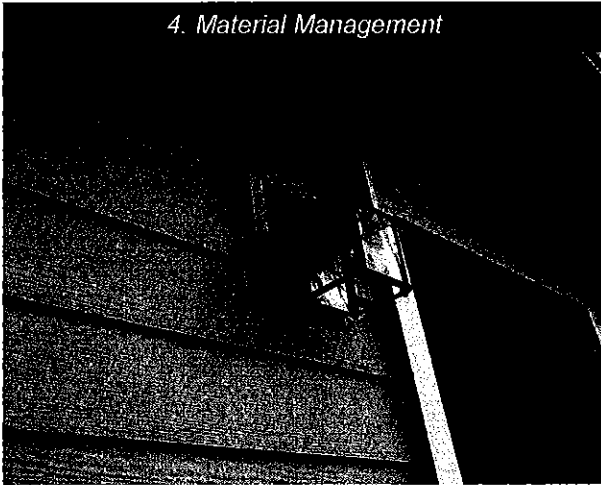
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### 3. Management Practices



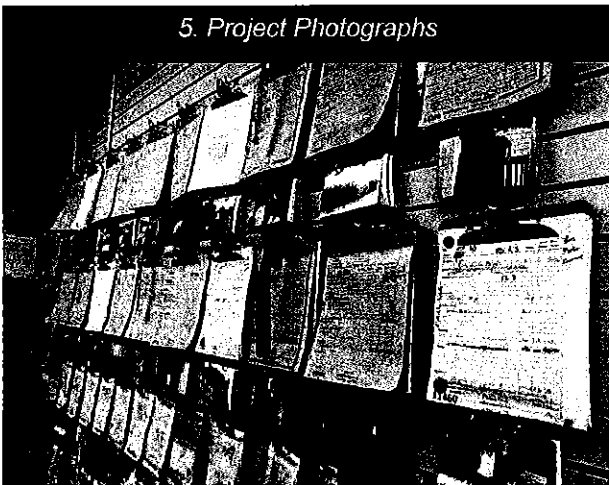
To effectively manage all of the different contractors involved in one of our projects, expectations are set at the beginning. Once clear expectations have been set, we expect a high level of accountability. Some common issues that arise in housing programs include: missing project dates, incorrect products being used, confusion an scope of work items, failed inspections, etc. All of these issues can be minimized by setting expectations, inspecting the work, and providing appropriate feedback.

### 4. Material Management



By submitting a specification manual and providing proper training, a consistent quality product will result. In order to ensure that proper products are being used, our project managers know and review the specification manual regularly. They coordinate closely with our suppliers and subcontractors and inspections occur regularly to ensure correct usage. Some examples of what materials are checked at each inspection are framing materials, windows and doors, plumbing fixtures, HVAC units and size, light fixtures, flooring materials, etc.

### 5. Project Photographs



By taking photographs throughout the construction stages you can ensure the correct products are being used and that scope items are being completed. For example, at the foundation stage, photographs are taken to ensure that correct materials are being used, footings are correct depths, pilings are the correct size, concrete is the proper thickness, grade is correct around the home, etc. Taking good picture at the right time can help document the progress of the job, ensure scope items were completed correctly, and help resolve future concerns.



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# Work Approach

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## 6.3.3 Local Standards of Design and Construction

DSW Homes, LLC has assembled a solid and reliable team that includes Architect Hector Fernandez-Ruiz and his associates. Mr. Fernandez-Ruiz earned his Masters Degree in Architecture at the University of Puerto Rico. Based in Bayamon, Mr. Fernandez-Ruiz has over 38 years of experience as an Architect in Puerto Rico. Thus, he is well aware of the local standards of design and will provide efficient integration of these designs to our construction team. Architect Fernandez will work closely with the CM services team to insure his designs are efficient and feasible on each jobsite. We anticipate meetings as necessary to refine the design until needs are met functionally, aesthetically and economically. Site visits will assure proper application of the design to the jobsite. We are confident that with our Construction Management in multiple areas of the country and Architect Fernandez's local knowledge and experience we will provide a winning team for the families recovering from Hurricane Maria.

Further, our team is also well versed in Puerto Rico's local standards of design and construction requirements. The Code for Energy Conservation in Puerto Rico was adopted as part of the Building Codes administered by the Permits and Regulations Administration. Legislation has been enacted that assigns the Energy Affairs Administration responsibility for updating the energy code. The energy code applies to all new and remodeled buildings that have to comply with the Permits and Regulations Administration. A certification by the professional who signs the plans is required. No field inspections are made unless requested for special reasons. The Commonwealth of Puerto Rico implements the code. In February 2011, Puerto Rico adopted the 2011 Puerto Rico Building Code (PRBC), which references nine 2009 International Code Council model codes, including the 2009 IECC with local amendments. The 2011 PRBC also includes the 2009 International Building, Residential, Fire, Plumbing, Private Sewage Disposal, Mechanical, Fuel Gas and Existing Building Codes with local amendments. We know that it is imperative to build better, stronger homes as devastating weather conditions worsen each year. We bring a strong combination of talent and knowledge to each project, we pride ourselves on efficiency and knowhow.

FD

DSW



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# Work Approach

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## **6.3.4 Local, State and Federal Permit Requirements**

DSW Homes, LLC understands all local, state and federal permitting requirements. Below is a summary of procedures followed for permitting.

### **New Units Construction:**

For the construction of new units, the following tasks will be carried out:

#### **Model House Unit Permit:**

- The construction documents for the model units will be completed and submitted to the OGPe for Model House Construction permit.

Documents needed:

- Construction Drawings for each unit
- Specifications
- OGPe completed forms

#### **New units Construction Permit**

- Complete Site Survey Plan.
- Complete specific construction plan for the unit in the proposed location (site plan).
- Submit the application for a Construction Permit. Generally, the approval of the permit takes about ten working days. Upon receipt of the approval notice of the Construction Permit, the contractor must pay the worker's insurance policy (CFSE), patent and municipal construction tax. Once these procedures have been completed, evidence of these is submitted to the agency (OGPe) to complete the Construction Permit process.
- Once the construction has been completed, the application for a Use Permit will be submitted. For this stage it is required:
  - Master Plumber Certification
  - Electrician Certification
  - OGPe' Forms

The approval procedure of the use permit is about 5 working days.



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# Work Approach

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## **Repair units (building total demolition not required)**

- Complete building survey plan.
- Complete specific construction drawings for the unit.
- Submit the application for a Construction Permit. Generally, the approval of the permit takes about ten working days. Upon receipt of the approval notice of the Construction Permit, the contractor must pay the worker's insurance policy (CFSE), patent and municipal construction tax. Once these procedures have been completed, evidence of these is submitted to the agency (OGPe) to complete the Construction Permit process.
- Once the construction has been completed, the application for a Use Permit will be submitted. For this stage it is required:
  - Master Plumber Certification
  - Electrician Certification
  - OGPe' Forms

The approval procedure of the use permit is about 5 working days

## **Reconstruction units (building total demolition required)**

- Complete Asbestos Containing Material and Lead Based Paint Testing
- Complete Site Survey Plan.
- Complete specific construction plan for the unit in the proposed location (site plan).
- Submit the application for a Construction Permit. Generally, the approval of the permit takes about ten working days. Upon receipt of the approval notice of the Construction Permit, the contractor must pay the worker's insurance policy (CFSE), patent and municipal construction tax. Once these procedures have been completed, evidence of these is submitted to the agency (OGPe) to complete the Construction Permit process.
- Once the construction has been completed, the application for a Use Permit will be submitted. For this stage it is required:
  - Master Plumber Certification
  - Electrician Certification
  - OGPe' Forms

The approval procedure of the use permit is about 5 working days



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# Work Approach

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## 6.3.5 Safety

DSW Homes, LLC, is dedicated to providing a workplace that does not have serious hazards and to protecting all persons from on-the-job injuries and will take any and all precautions necessary for the health and safety of all site workers to ensure compliance with all relevant provisions of OSHA 29 CFR 1926 Construction Industry and 29 CFR 1910, General Industry, in addition to all local rules, regulations and standards referred to in the contract documents.

DSW Homes' Health and Safety Plan (HASP) provides both general and specific information to contractors on the requirements and procedures for accident prevention, safety and security on all DSW Homes jobsites. The DSW Homes HASP is intended to supplement and enforce the individual program of each trade contractor and to coordinate the overall safety effort. Trade contractors shall ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety. DSW Homes will ensure personnel are competent, adequately trained, and licensed and or certified in the operation of the equipment, skilled trades or other support positions to which they are assigned.

### Competent Person Designations

Competent persons for DSW Homes, LLC, include the assigned Project Superintendent, Site Safety Managers, EHS Managers and Management Team. Competent persons have the ability and have been reasonably trained to recognize hazards and have the authorization to take prompt corrective measures. Subcontractors are required to designate a Foreman or Supervisor who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees.

### Job Hazard Analysis (JHA)

A Job Hazard Analysis (JHA) is an important tool used to identify the dangers of specific tasks and reduce identified hazards in order to reduce injury to workers and the general public. JHA forms are prepared for each job and are site specific. During the progression of work additional hazards may arise and shall be addressed using a Living Document JHA.

### Hazardous Substances – Asbestos Abatement

When ACM abatement is required in the scope of work, DSW Homes LLC, will use only approved, licensed abatement contractors.

### Demolition

All workers will participate in a pre-work safety briefing to discuss the days work activities and the deconstruction sequence described in the demolition plan. All workers shall participate in a review of the JHA specific to the work being performed prior to beginning work.



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# Work Approach

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## Housekeeping

DSW Homes, LLC will maintain the site in an organized and clean state per OSHA 29 CFR 1926.25.

- Construction debris will be cleared from the work area daily and flammable/combustible debris will be removed from the site on a regular basis.
- Work areas, walkways, corridors in and around buildings will be maintained free of construction debris and other trip hazards.
- All work surfaces will be kept dry and appropriate means will be taken to assure the surfaces are slip-resistant.
- All spilled hazardous materials or liquids, including blood and other potentially infectious materials, must be cleaned up immediately.

## Personal Protective Equipment

Basic PPE required at all times onsite include ANSI Approved: Hard Hats, Type II Reflective Vests and Construction Work Boots. Workers observed on-site without hard hats will be asked to leave for the day and repeat offenders will be removed from any future work on the project. All other PPE is required for specific tasks as described herein.

11

11

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# Work Approach

## 6.3.6 Quality Control Program

Quality Control Program Manager

**Curtis Clayton** VP of Construction Operations

We stress quality control on each homes to ensure that our customers are completely satisfied. One of the ways we do this is by using a series of checklists during construction to eliminate time consuming and costly errors. We also constantly perform in-house quality inspections to ensure the home meets DSW Homes standards. Superintendents are responsible for inspecting the work of our DSW Homes subcontractors and suppliers. Then to further ensure the quality, our Production Managers routinely check the work of superintendents, subcontractors and suppliers. This checks and balances system allows for minimal error and allows DSW Homes to fix any problems or issues immediately should the occasion arise.

*P*

*John*

**CHECKLISTS**

We believe quality construction is achieved by utilizing a quality control checklist for each phase of construction. The checklists are reviewed by each field superintendent and checked by the production manager to ensure our quality standards are met on each home. Our Safety Compliance Officer also routinely inspects our job sites for quality control along with safety measures.

**33% CHECKLIST**

Job Name/No. \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Project/Address \_\_\_\_\_

**OFFICE WORK**

- Home owner has signed TI 01 (DO NOT DATE)
- Dump tickets are placed behind the clip board along with the REZ Check
- Copy of WPI 1 is behind the clip board
- Copy of Building permit is behind the clip board
- Foundation Tag or 3<sup>rd</sup> party inspection report is placed behind clipboard

**EXTERIOR**

- Siding must be complete 100% no hammer marks in siding and all siding is level
- Siding does not come in direct contact with the roof (Dutch Gable)
- All windows are in and level
- All 1x4 trim around windows DO NOT have splices
- Roof is 100% complete (all roof boots are on and all flashing in place)
- All debris is cleaned up and put in the dumpster
- Extra lumber stacked and coated and P.O. created for credit
- All ADA options have been checked (rubs, grab bars, gas lines)
- Gable vents match the elevation plan
- Curved eaves has been built (correct windows are installed, correct exterior doors installed, correct shutters)
- Drip edge is installed with a 2" overlap on joining pieces and is not excessively bent
- 1x4 trim around windows and corners and sills are to be nailed with trim nails 2" long 16" o.c.
- Porch Columns are built per the plan with a 1x12 base and cap with 1x2 on the corners

**INTERIOR**

- All city inspections have passed (plumbing, H-VAC, electrical and framing)
- Walkdown inspection has passed
- Framing is 100% complete (studs, all studs under double joists, etc.)
- Framing has been checked and all room measurements are within 1/2" of the plan
- There is no excessive mud on the lumber
- Sub blocking is in place on non ADA tubs
- Blocking for grab bars installed behind toilets
- Walls are level and studs are not bowed more than 1/2"
- 5/8" roof decking TECH SHIELD

Page 1 of 2





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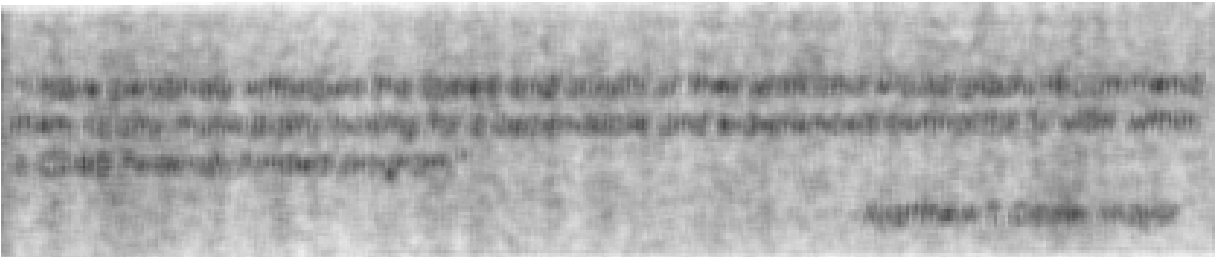
# Work Approach

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In addition to quality workmanship, it is important that quality construction materials be used. By submitting a specification manual and providing proper training, a consistent quality product will result. In order to ensure that proper products are being used, our site superintendents know and review the specification manual regularly. Our site superintendents coordinate closely with our suppliers and subcontractors and inspections occur once certain activities in construction are complete to ensure correct usage. Materials are inspected at each inspection point for compliance with the specification manual and to ensure that minimum standards of construction are being followed. Some examples of what materials are checked at each inspection are framing materials, windows and doors, plumbing fixtures, HVAC units and size, light fixtures, flooring materials, etc.

*A*

*John*



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# Work Approach

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## 6.3.7 Services Provided within Cost Caps and Schedules

DSW will ensure the work is completed on time and on budget. Once we receive a Construction of Replacement Home Task Order, we order the demolition design work and asbestos study. We then partner with several ACM testing firms. In past experience, we have found that although service levels are increased when loyal consistent work is provided to one main service provider, each provider has a productivity cap. Once that cap is reached we will have several other firms that will provide additional support to assure there are no delays due to capacity. Once the ACM report comes back, if the structure is found positive to contain asbestos, we quickly provide quantities to the program for approval to perform the work. Providing clear and easy to understand information to the program will allow them to make a quick decision to approve the work and we can abate the work while the Final design of the home is completed. We anticipate the Abatement portion of the project to take less than 3 days and in most cases, the work can be completed in 1 day.

Final clearance reports on the ACM will be issued along side of the preparation of the other documentation required to pull a demolition permit. We will have a dedicated permit expediting team member who is proficient and knowledgeable of the requirements of each municipality we are working in.

Our demolition contractors will work quickly and safely to remove the structure and either haul it to the landfill or place it in jobsite containers to go to the landfill. A thorough demolition, include subgrade work will assure a quicker and cleaner reconstruction process.

All of this work will be managed and reviewed on a daily basis to assure the work is being done within the program budgets and the allocated time. Daily review allows us to quickly identify hurdles and apply additional resources when needed. Our proprietary construction management software sends out alerts when a job falls behind schedule to trigger conversations and action to bring the job back to the critical path. We are confident that our proven management team, coupled with intelligent technology, will be able to bring these projects to completion quickly and efficiently.

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# Work Approach

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## 6.3.6 Warranty and Complaint Resolution

Customer service and satisfaction rank highly for DSW Homes. Upon contract execution, a warranty hotline will be activated and fully staffed to handle all customer questions, complaints and warranty items throughout the end of the program and warranty period. Each call is logged into our Tracker system and dedicated project managers follow up with the homeowners until a resolution is met. All homeowners are followed up with in the days after resolution to ensure that no further problems exist.

B

Joe

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# Work Approach

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## Overview and Key Personnel Dedicated to Project:

Using these methods and the business practices highlighted on the previous pages, DSW Homes has designed, reconstructed, rehabilitated, elevated or made emergency repairs on over 12,000 units in a variety of programs across the United States. DSW Homes offers a unique business model that allows us to perform well under the stresses of high capacity because of our commitment to our daily business practices that help ensure quality and speed of construction.

Our staff is also key to our success. Our key personnel includes our superintendents and project managers who have years of experience in the construction field. In addition, to our field crew, our management team is experienced with similar programs which will enable them to avoid a learning curve when getting started.

Key Personnel dedicated to the success of the project will be: James Schumer (CEO), Donald Gerratt (COO), Steven Mataro (Public Relations), James "Beau" Yarbrough (CFO), Paul Judson (VP), Curtis Clayton (VP of Construction Operations) and Todd Cuell (Project Manager/ Superintendent).



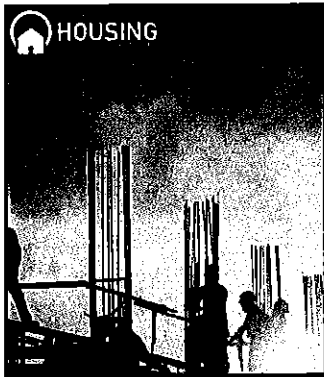
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# Conceptual Design Submission

(Single-Story 3-Bedroom Model Home)

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## 6.4 Conceptual Design Submission



# Request for Proposals CDBG-DR-RFP-2018-09

## Model Homes

Two bedrooms one story units

## R3 Program



## WHOLE BUILDING CONCEPT:

The housing units are centered and surrounded by the design and construction team with an integrated design approach with special consideration the following design objectives:  
Accessible, Aesthetics, Cost-Effective, Functional/Operational, Productive, Secure/Safe and Sustainable

This approach works particularly well when applied to a single home unit. Although it may not be obvious at first glance, green strategies such as conserving energy and water, selecting the right materials, focusing on durability, or ensuring great acoustical comfort, all affect which other attributes are incorporated and how successful they will be.

The design objectives that contribute to our residential building are as follows.

## ACCESSIBILITY

This design objective considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of "visitability" and aging in place are becoming more popular as the percentage of our aging population grows. The "visitability" movement advocates for constructed homes to consider aspects such as the location of stairs and the width of interior doors. The goal is to ensure equal use of the home for all.

Our model units will provide:

- Minimum door opening of 32" clear as required by ADA
- Shower at all bathrooms
- Open space distribution at Living/Dining and Kitchen areas
- Plumbing equipment's and accessories as required by ADA

## AESTHETICS

What qualifies as beautiful is open to personal interpretation and varies with client, climate, context, construction and culture. Aesthetics applies not just to the outside architecture, but to the interior design, the surrounding landscape, the neighboring buildings and the community at large.

## COST EFFECTIVENESS

There is no one specific measure for true cost effectiveness, but some considerations are noted here. Does the homeowner want the lowest first cost or the lowest operations and maintenance (O&M) costs? Is it the home with the longest life span?

## FUNCTIONALITY

Understanding how the home will fit its owners means defining the size and proximity of the different spaces needed for activities and equipment. We have considered the owners' future needs, such as potential spatial changes from remodeling, and provide proper clearances for replacing or expanding building systems and equipment. Anticipate changing information technology and other building systems equipment.

## PRODUCTIVITY AND HEALTH

The indoor environment of the home can have a strong effect on occupant health and the productivity of occupants, particularly young children and the aged, whose auto-immune systems are more susceptible to toxic materials and off-gassing fumes. Excessive noise, glare, drafts, heat, humidity or cold can be potentially damaging or dangerous. Our units integrate the building enclosure, building systems, equipment, and appliances to work together as a unified system to achieve a truly healthy home.

To achieve this goal, we will use mold resistant products, Energy-Star and WaterSense labeled products or appliances.

## SAFETY AND SECURITY

Designing and constructing safe, secure homes and communities is a primary goal. We have considered different issues, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention. Resisting natural hazards requires protection from hurricanes, wildfires, floods and earthquakes.

The primary material for construction of structures will be concrete with locally manufactured cement. Also, operable windows at all spaces will allow for natural ventilation and daylight.

## SUSTAINABILITY

The construction, use, and demolition of homes have many direct impacts on the environment. To ensure the sustainability of a home, we have considered the following principles:

## OPTIMIZING SITE POTENTIAL

This principle covers such aspects as proper site selection, consideration of any existing buildings or infrastructure, orientation of streets and homes for passive and active solar features, location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as trees, waterways, snags, and animal habitats.

## MINIMIZING ENERGY USE AND USE RENEWABLE ENERGY STRATEGIES

This principle covers aspects such as the importance of dramatically reducing the overall energy loads (through insulation, efficient equipment and lighting, and careful detailing of the entire enclosure), limiting the amount of fossil fuels required, incorporating renewable energy systems such as photovoltaics, solar water heating, and providing US Energy-Star labeled products or appliances in order to minimize the creation of greenhouse gasses.

We will provide for photovoltaic system on the roof that will generate electricity as well as vacuum-tube collectors for the solar water heating system. Also, US Energy-Star labeled products or appliances.

## CONSERVING AND PROTECTING WATER

This principle covers aspects such as reducing, controlling or treating site runoff; designing and constructing the home to conserve water with a; and minimizing leaks by ensuring proper inspections during construction.

Water Sense labeled products and appliances and a 600-gallon PVC cistern (UV resistant) to be used inside will be provided to fulfill this goal.

## USING ENVIRONMENTALLY PREFERABLE PRODUCTS

This principle covers such aspects as specifying products that are salvaged, made with recycled content, are easily disassembled for reuse or recycling, conserve natural resources, reduce overall material use, are exceptionally durable or low maintenance, naturally or minimally processed, save energy and/or water, and/or reduce pollution or waste from operations.

## ROOF SLABS

The use of LiteDeck ICF® decks for the roof slabs, will result in safety and economic benefits with fire-resistant floors/roofs; high energy efficiency - R nominal values ranging from R-26 to R-30, low air infiltration, and the heat-storing capacity (thermal mass) of concrete.

The use of LiteDeck® will also increase jobsite safety and reduced labor and shoring requirements

## ENHANCE INDOOR ENVIRONMENTAL QUALITY

This principle covers strategies to provide excellent acoustical, thermal, and visual qualities which have a significant impact on health, comfort, and productivity. Other attributes to be considered: maximize daylight, appropriate ventilation, and moisture control, and the use of low- or no-VOC products. The use of LiteDeck ICF® which has remarkable noise reduction (STC 53 to 57) will enhance the indoor environmental quality. Also, natural cross-ventilation, canopy shade devices, and daylighting to reduce demand on mechanical systems reflective white exterior to reduce cooling demand.

## OPTIMIZING OPERATIONS AND MAINTENANCE PRACTICES

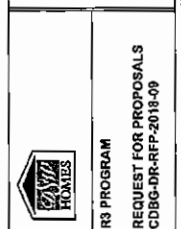
This principle covers materials and systems that simplify and reduce operational requirements, require less water, energy, and toxic chemicals and cleaners to maintain, are cost-effective and reduce life-cycle costs.

## FLEXIBLE DESIGN

Also called "loose fit, long life," this design principle anticipates and allows for future adaptations needed to extend a building's useful life.

## DESIGN FOR END OF LIFE

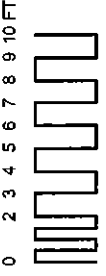
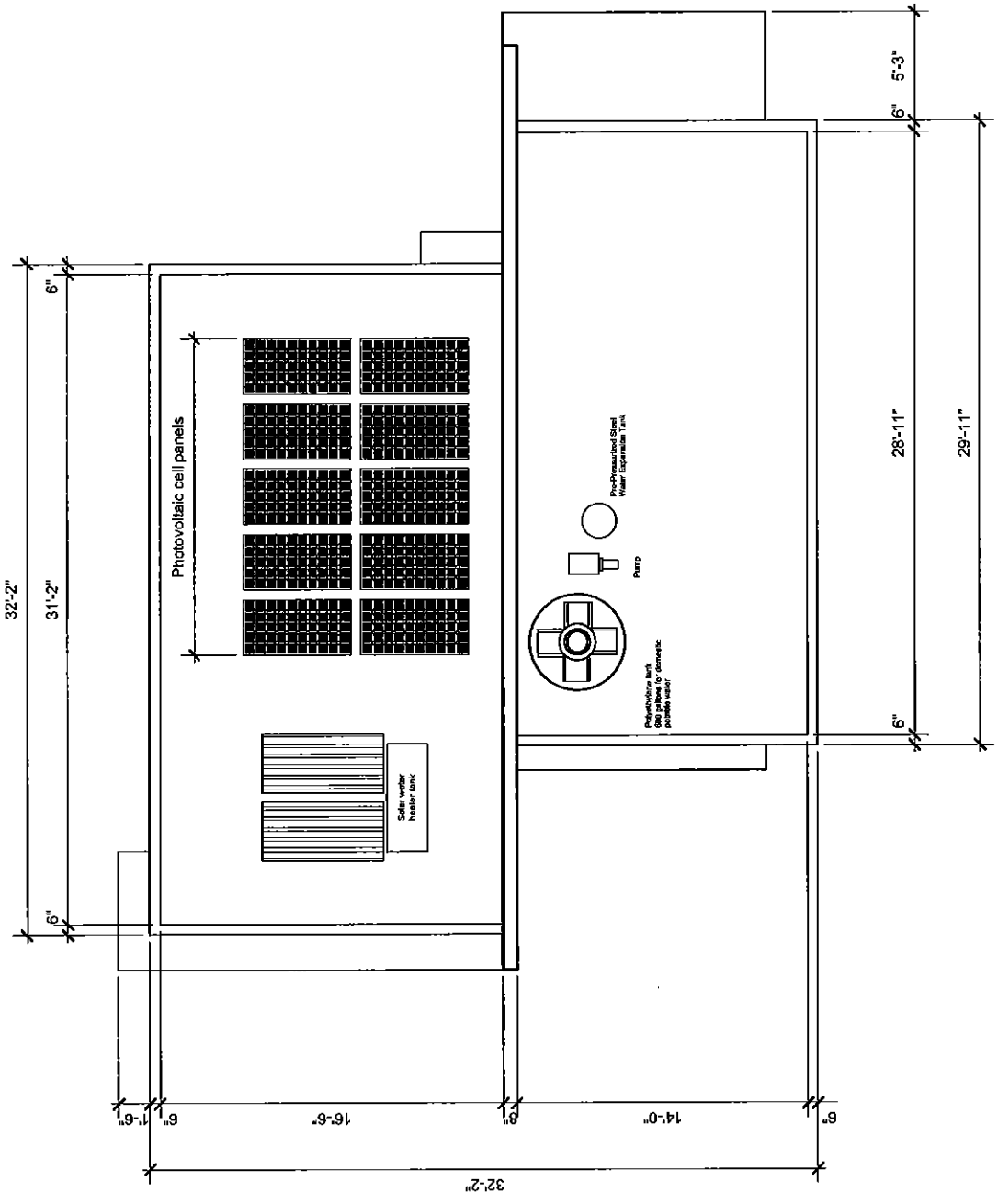
This principle encourages design for the disassembly, reuse, and/or recycling of building components and materials at the end of their useful life.



Urb. Héroles Héroles, P.O. Box 40096-554  
Tel. 787.383.8804  
e-mail: victorfernandez@gmail.com



*Handwritten initials/signature*



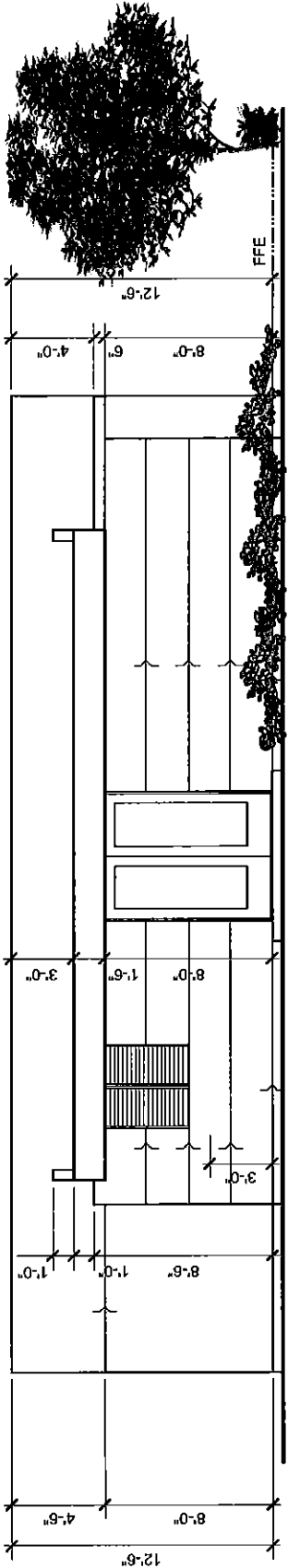
1 Roof Plan Layout  
A101  
Scale: 3/16" = 1'-0"

**ONE STORY MODEL THREE BEDROOMS UNIT**  
**ROOF PLAN LAYOUT**  
 R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-08  
 U.S. HUD  
 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 ARCHITECT STAMP & SIGNATURE  
 ARCHITECTS  
 STUDIO ICS  
 HAZEL FERNANDEZ POB  
 ARCHITECTS  
 1001 W. HENRY STREET, SUITE 200, BOSTON, MA 02118  
 TEL: 617.233.8804  
 E-MAIL: hfernan@studioics.com

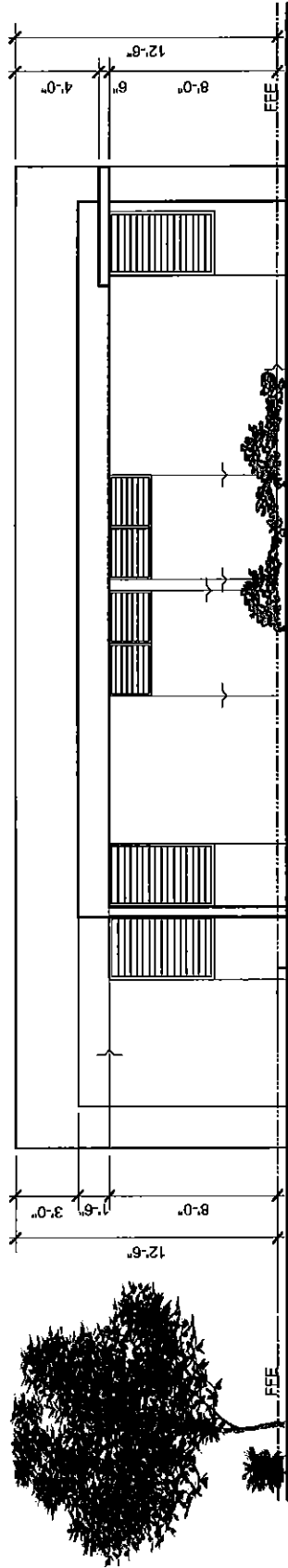




*PO*  
*Base*




1 Elevation 3 (Left Elevation)  
A103 Scale: 3/16" = 1'-0"




2 Elevation 4 (Right Elevation)  
A103 Scale: 3/16" = 1'-0"






Architect Stamp & Signature

REDUCED FURNITURE FLOOR  
Ambience





R3 PROGRAM

REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

**ONE STORY MODEL  
THREE BEDROOMS UNIT**

**LATERAL ELEVATIONS**

Draw: **A103**


Architect Stamp & Signature



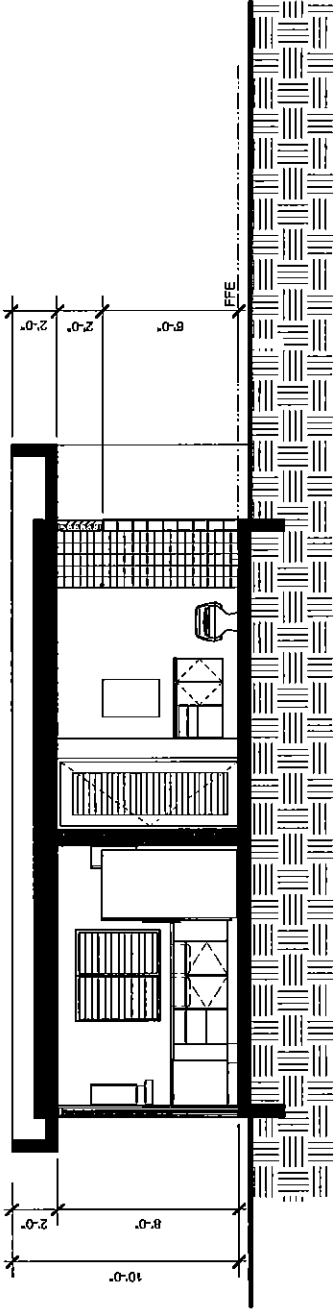
**Studio fcs**  
 Hector Fernandez Ruiz  
 Arquitecto

Uto, Kanda Heights, P.O. Box 5554  
 Tel. 787.383.8804  
 e-mail: hectorfcs@studiofcs.com

R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

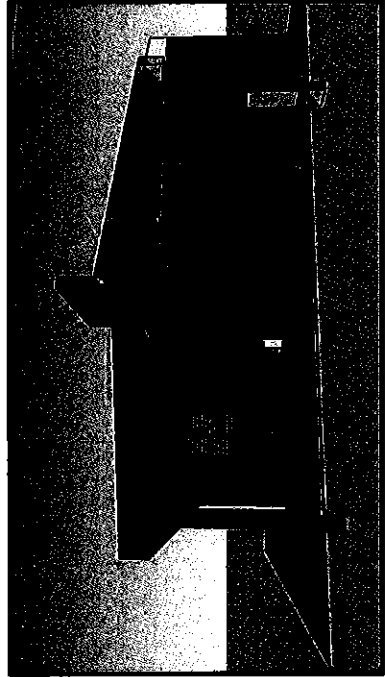


**ONE STORY MODEL**  
 SECTION  
**A.104**



*PJ*  
*2/2/18*

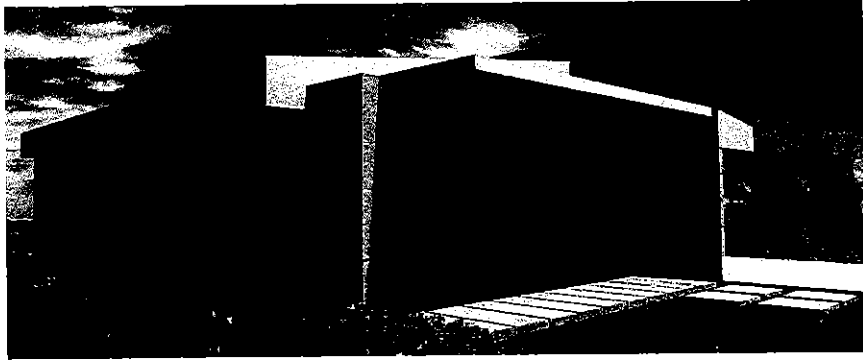
1 Section One Story Unit  
Scale: 3/16" = 1'-0"



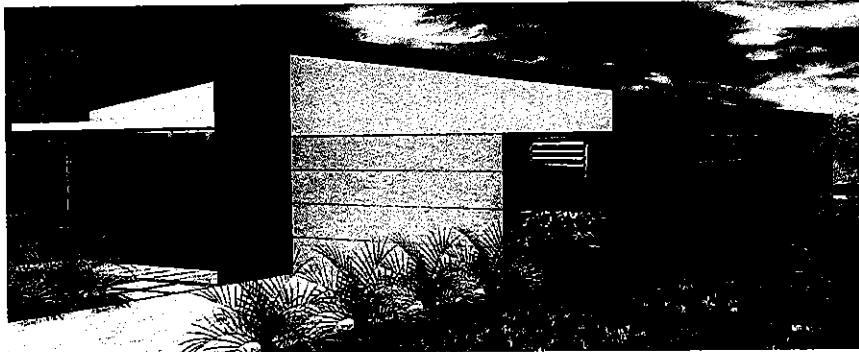
1 Section One Story Unit  
Scale: 3/16" = 1'-0"

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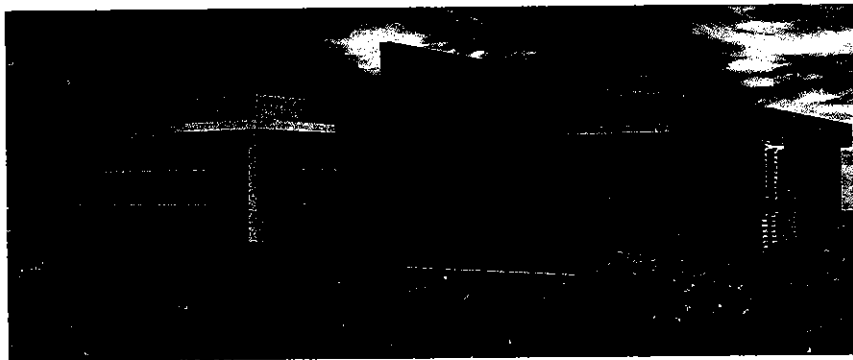
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1 Conceptual Renderings - Front View  
A105 Scale: 3/16" = 1'-0"



2 Conceptual Renderings - Front View  
A105 Scale: 3/16" = 1'-0"



3 Conceptual Renderings - Rear View  
A105 Scale: 3/16" = 1'-0"

	
Hector Fernandez Ruiz Arquitecto	
	
Upt. Isla de Huelgas, FC-9 Avda. Street, Bayamon, Puerto Rico. 00696-5554 Tel. 787.383.8501 e-mail: hectorfernandez@gmail.com	
	R3 PROGRAM REQUEST FOR PROPOSALS CDBG-DR-RFP-2018-09
<b>ONE STORY MODEL          CONCEPTUAL RENDERINGS</b>	
Dwg <b>A105</b>	



**Description of the LilDeck System**

**General:**

The LilDeck System consists of insulating rigid polystyrene foam plastic panels with heated steel or wood stiffeners, and is a permanent formwork for reinforced concrete joists and slabs. This system is an ICF (Insulated Concrete Form) panel for floors and roofs to be used in residential and commercial applications.

**Fire Resistance Rating:**

LilDeck formwork has a 1.5 hour fire resistance rating based on the test results which were made in compliance with ASTM E 119-00. See Fire Resistance Rating Test (ASTM E 119-00) Serial = Test Project No. 011157501.001

**Sound Transmission Class:**

A concrete deck's ability to reduce the transmission of outside ambient sound is rated by a Sound Transmission Class (STC) or C-weighted STC (C-weighted STC) test. Consider the barrier to ambient sound position. LilDeck Floor with 3-inch Concrete Cover and 1-inch Insulating Concrete Slab

**STC by Test - 57**

With 1/2" Drywall attached direct to LilDeck stiffeners

**STC by Calculation - 67**

With 1/2" Drywall attached with Resilient Clips

**STC by Test - 48**

With 1/2" Drywall attached direct to LilDeck stiffeners

**STC by Calculation - 58**

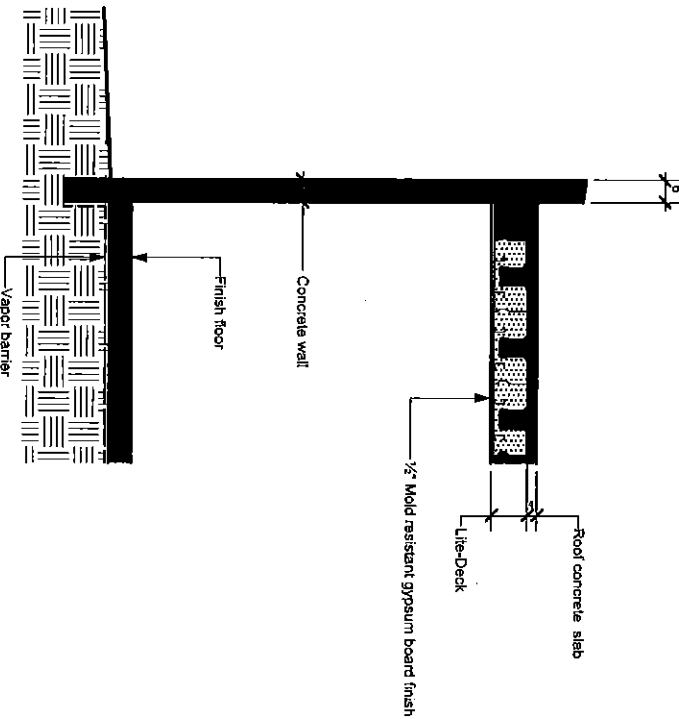
With 1/2" Drywall attached with Resilient Clips

**R-Value:**

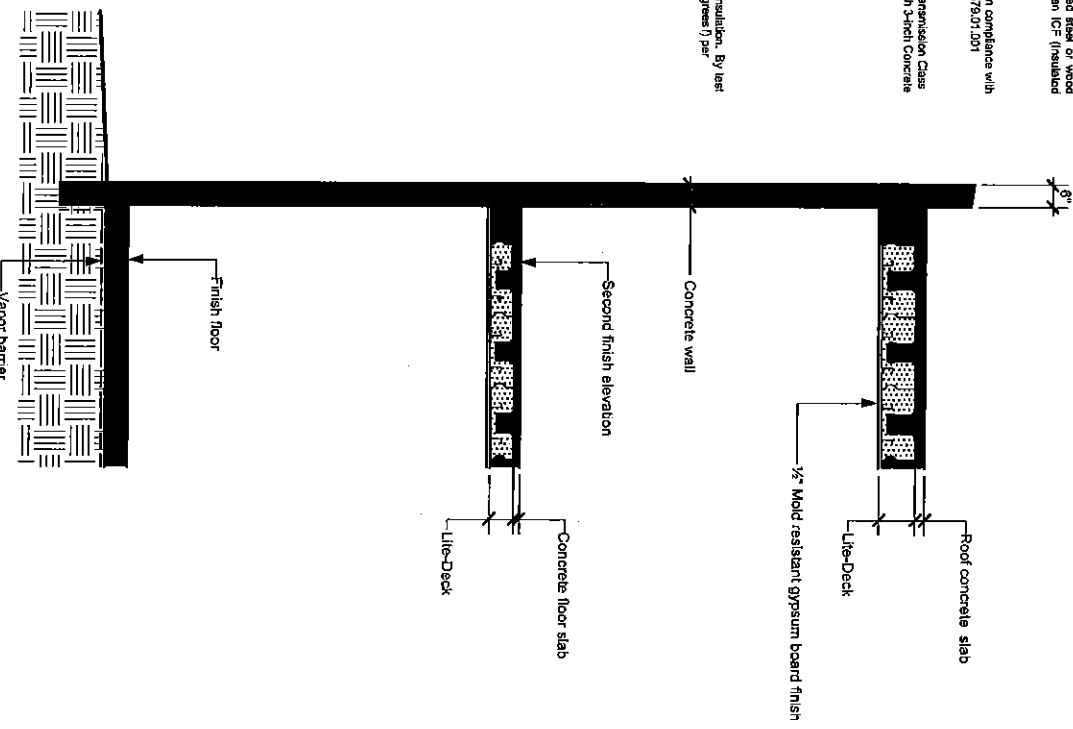
The insulating value of LilDeck forms is achieved by the use of EPS (Expanded Polystyrene) insulation. By test (C177 or C518), the insulating value of the EPS used in LilDeck Base Slaters is R-4.40 (at 25-degrees F) per inch of thickness.



Model 100% Recycled EPS  
 Made by the fire-resistance rated  
 and tested LilDeck System  
 The LilDeck System is a permanent  
 formwork for reinforced concrete  
 joists and slabs. This system is an  
 ICF (Insulated Concrete Form)  
 panel for floors and roofs to be  
 used in residential and commercial  
 applications.



1 One Story Model Typical Wall Section  
 Scale: 3/8" = 1'-0"



2 Two Story Model Typical Wall Section  
 Scale: 3/8" = 1'-0"

*Handwritten signatures and initials.*

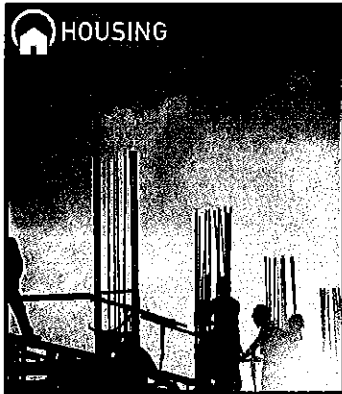
 <b>R3 PROGRAM</b> REQUEST FOR PROPOSALS CDBG-DR-RFP-2018-09	 <b>STUDIO T&amp;S</b> Arquitectos Arquitectos
	<b>TYPICAL WALL SECTION</b> <b>A119</b>

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# Conceptual Design Submission

(Two-Story 3-Bedroom Model Home)

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## Request for Proposals CDBG-DR-RFP-2018-09

### Model Homes

Three bedrooms two story units

### R3 Program



## WHOLE BUILDING CONCEPT:

The housing units are centered and surrounded by the design and construction team with an integrated design approach with special consideration the following design objectives:  
Accessible, Aesthetics, Cost-Effective, Functional/Operational, Productive, Secure/Safe and Sustainable

This approach works particularly well when applied to a single home unit. Although it may not be obvious at first glance, green strategies such as conserving energy and water, selecting the right materials, focusing on durability, or ensuring great acoustical comfort, all affect which other attributes are incorporated and how successful they will be.

The design objectives that contribute to our residential building are as follows.

## ACCESSIBILITY

This design objective considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of "visitability" and aging in place are becoming more popular as the percentage of our aging population grows. The "visitability" movement advocates for constructed homes to consider aspects such as the location of stairs and the width of interior doors. The goal is to ensure equal use of the home for all.

Our model units will provide:

- Minimum door opening of 32" clear as required by ADA
- Shower at all bathrooms
- Open space distribution at Living/Dining and Kitchen areas
- Plumbing equipment's and accessories as required by ADA

## AESTHETICS

What qualifies as beautiful is open to personal interpretation and varies with client, climate, context, construction and culture. Aesthetics applies not just to the outside architecture, but to the interior design, the surrounding landscape, the neighboring buildings and the community at large.

## COST EFFECTIVENESS

There is no one specific measure for true cost effectiveness, but some considerations are noted here. Does the homeowner want the lowest first cost or the lowest operations and maintenance (O&M) costs? Is it the home with the longest life span?

## FUNCTIONALITY

Understanding how the home will fit its owners means defining the size and proximity of the different spaces needed for activities and equipment. We have considered the owners' future needs, such as potential spatial changes from remodeling, and provide proper clearances for replacing or expanding building systems and equipment. Anticipate changing information technology and other building systems equipment.

## PRODUCTIVITY AND HEALTH

The indoor environment of the home can have a strong effect on occupant health and the productivity of occupants, particularly young children and the aged, whose auto-immune systems are more susceptible to toxic materials and off-gassing fumes. Excessive noise, glare, drafts, heat, humidity or cold can be potentially damaging or dangerous. Our units integrate the building enclosure, building systems, equipment, and appliances to work together as a unified system to achieve a truly healthy home.

To achieve this goal, we will use mold resistant products, Energy-Star and WaterSense labeled products or appliances.

## SAFETY AND SECURITY

Designing and constructing safe, secure homes and communities is a primary goal. We have considered different issues, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention. Resisting natural hazards requires protection from hurricanes, wildfires, floods and earthquakes.

The primary material for construction of structures will be concrete with locally manufactured cement. Also, operable windows at all spaces will allow for natural ventilation and daylight.

## SUSTAINABILITY

The construction, use, and demolition of homes have many direct impacts on the environment. To ensure the sustainability of a home, we have considered the following principles:

## OPTIMIZING SITE POTENTIAL

This principle covers such aspects as proper site selection, consideration of any existing buildings or infrastructure, orientation of streets and homes for passive and active solar features, location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as, trees, waterways, snags, and animal habitats.

## MINIMIZING ENERGY USE AND USE RENEWABLE ENERGY STRATEGIES

This principle covers aspects such as the importance of dramatically reducing the overall energy loads (through insulation, efficient equipment and lighting, and careful detailing of the entire enclosure), limiting the amount of fossil fuels required, incorporating renewable energy systems such as photovoltaics, solar water heating, and providing US Energy-Star labeled products or appliances in order to minimize the creation of greenhouse gasses.

We will provide for photovoltaic system on the roof that will generate electricity as well as vacuum-tube collectors for the solar water heating system. Also, US Energy-Star labeled products or appliances.

## CONSERVING AND PROTECTING WATER

This principle covers aspects such as reducing, controlling or treating site runoff; designing and constructing the home to conserve water with a; and minimizing leaks by ensuring proper inspections during construction.

Water Sense labeled products and appliances and a 600-gallon PVC cistern (UV resistant) to be used inside will be provided to fulfill this goal.

## USING ENVIRONMENTALLY PREFERABLE PRODUCTS

This principle covers such aspects as specifying products that are salvaged, made with recycled content, are easily disassembled for reuse or recycling, conserve natural resources, reduce overall material use, are exceptionally durable or low maintenance, naturally or minimally processed, save energy and/or water, and/or reduce pollution or waste from operations.

## ROOF SLABS

The use of LiteDeck ICF® decks for the roof slabs, will result in safety and economic benefits with fire-resistant floors/roofs; high energy efficiency - R nominal values ranging from R-26 to R-30, low air infiltration, and the heat-storing capacity (thermal mass) of concrete.

The use of LiteDeck® will also increase jobsite safety and reduced labor and shoring requirements

## ENHANCE INDOOR ENVIRONMENTAL QUALITY

This principle covers strategies to provide excellent acoustical, thermal, and visual qualities which have a significant impact on health, comfort, and productivity. Other attributes to be considered: maximize daylight, appropriate ventilation, and moisture control, and the use of low- or no-VOC products.

The use of LiteDeck ICF® which has remarkable noise reduction (STC 53 to 57) will enhance the indoor environmental quality. Also, natural cross-ventilation, canopy shade devices, and daylighting to reduce demand on mechanical systems  
reflective white exterior to reduce cooling demand.

## OPTIMIZING OPERATIONS AND MAINTENANCE PRACTICES

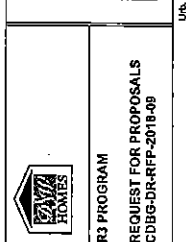
This principle covers materials and systems that simplify and reduce operational requirements, require less water, energy, and toxic chemicals and cleaners to maintain, are cost-effective and reduce life-cycle costs.

## FLEXIBLE DESIGN

Also called "loose fit, long life," this design principle anticipates and allows for future adaptations needed to extend a building's useful life.

## DESIGN FOR END OF LIFE

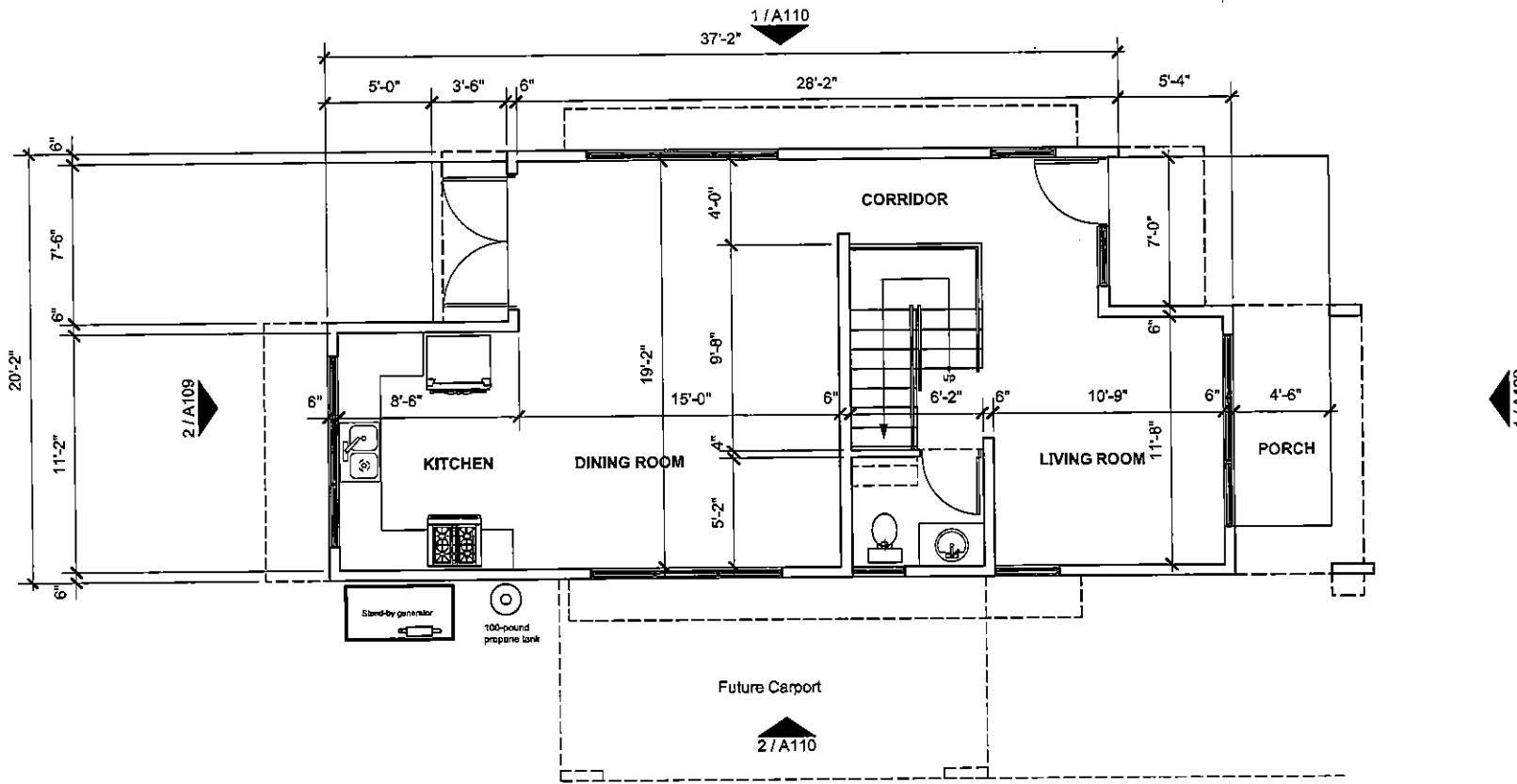
This principle encourages design for the disassembly, reuse, and/or recycling of building components and materials at the end of their useful life.



**CONCEPTUAL DESIGN**

Dwg. **G.100**

Urb. Infranca Hoopla, C-2 Antares Street, Bayamon, Puerto Rico 00964-5554  
Tel. 787.383.8864  
e-mail: hectorruiz@studio-tcs.com



Ground Floor Area - Two levels Three Bedrooms Model				
Space	Net area		Gross area	
	Area	units	Area	units
Front Porch	63.333	sq. ft.		
Kitchen	90.163	sq. ft.		
Dining	291.182	sq. ft.		
Living room	125.781	sq. ft.		
Powder Room	31.711	sq. ft.		
Corridors	62.448	sq. ft.		
<b>Total Ground Level</b>	<b>665.068</b>	<b>sq. ft.</b>	<b>744.137</b>	<b>sq. ft.</b>
<b>Total Second Level</b>	<b>545.425</b>	<b>sq. ft.</b>	<b>704.033</b>	<b>sq. ft.</b>
<b>Total area</b>	<b>1,210.49</b>	<b>sq. ft.</b>	<b>1,448.17</b>	<b>sq. ft.</b>

1  
A106 Ground Floor Plan - Two Levels Three Bedrooms Model  
Scale: 3/16" = 1'-0"

Hector Fernandez Ruiz  
Arquitecto

**Studio TCS**

Life, Mind, Height, TCS Avenue Street, Bayamon, Puerto Rico, 00956-5654  
Tel. 787.383.8801 e-mail: hectorfernandez@gmail.com

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R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDB6-DR-RFP-2018-09

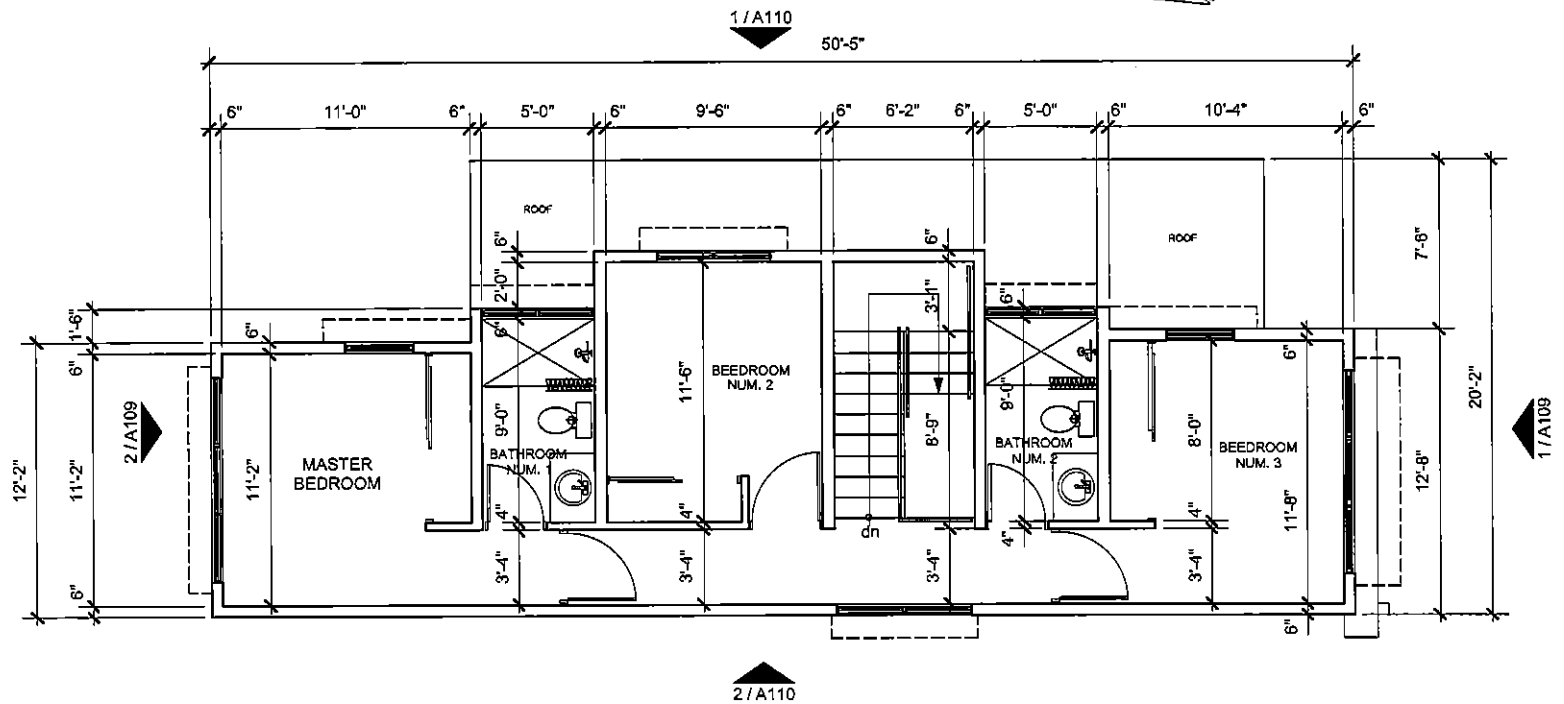
---

**TWO STORY MODEL  
THREE BEDROOMS UNIT  
GROUND FLOOR PLAN LAYOUT**

---

Dep. **A106**





Two Levels Three Bedrooms Model second floor area				
Space	Net Area		Gross area	
	Area	units	Area	units
Master Bedroom w/ closet	134.523	sq. ft.		
Bathroom Num. 1	44.787	sq. ft.		
Bathroom Num. 2	44.787	sq. ft.		
Bedroom Num. 2	109.783	sq. ft.		
Bedroom Num. 3	112.757	sq. ft.		
Corridor and Stair	143.575	sq. ft.		
<b>Total second floor area</b>	<b>545.425</b>	<b>sq. ft.</b>	<b>704.033</b>	<b>sq. ft.</b>
<b>Total ground floor area</b>	<b>665.068</b>	<b>sq. ft.</b>	<b>744.137</b>	<b>sq. ft.</b>
<b>Total area</b>	<b>1,210.49</b>	<b>sq. ft.</b>	<b>1,448.17</b>	<b>sq. ft.</b>

1  
A107 Two Levels Model Second Floor Plan Layout  
Scale: 3/16" = 1'-0"  
0 2 3 4 5 6 7 8 9 10 FT

Architect Stamp & Signature

Hector Fernández Ruiz  
Arquitecto

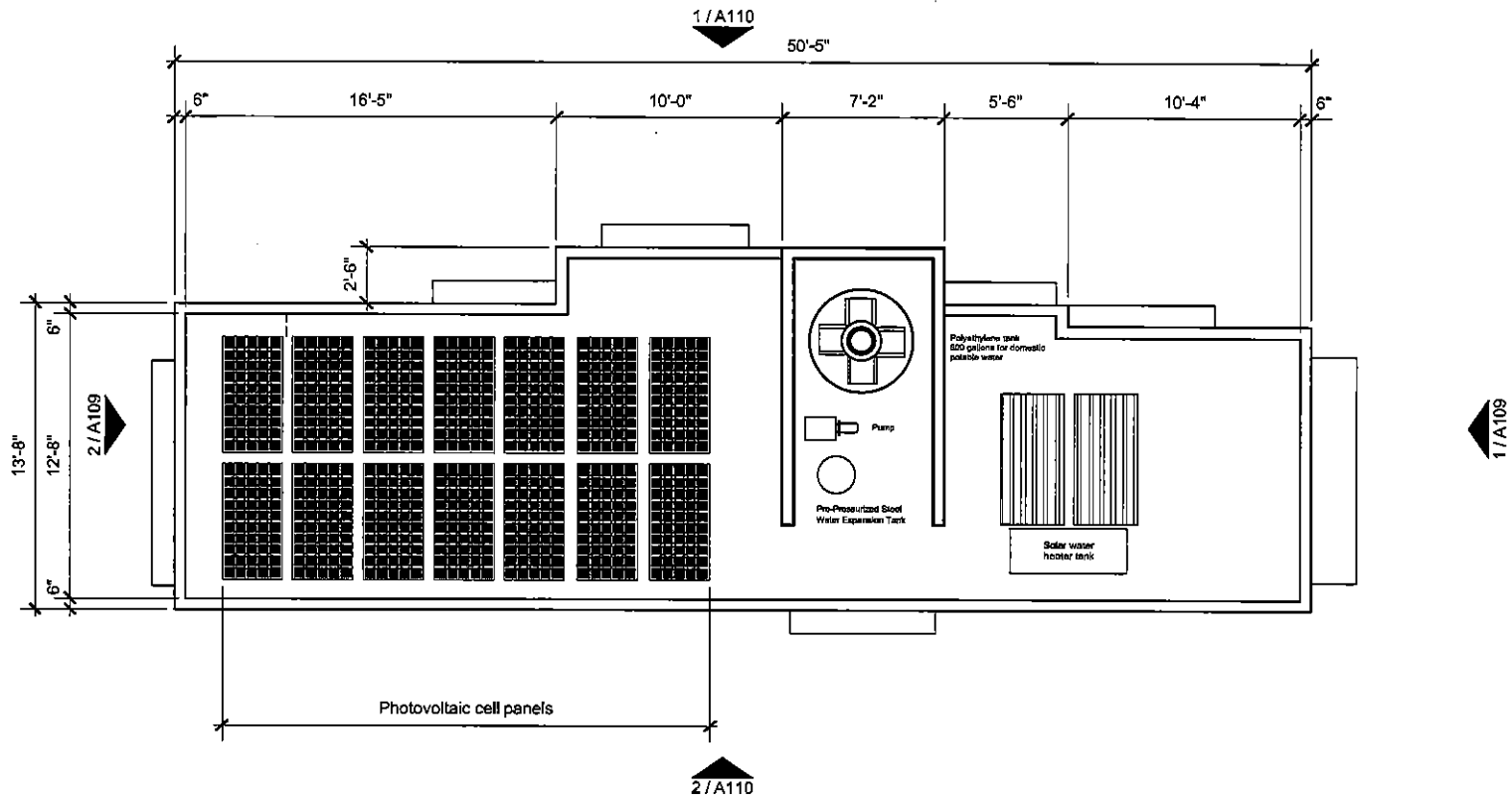
**Studio fc3**

R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

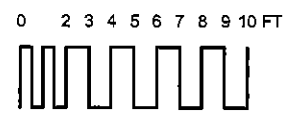
TWO LEVELS MODEL  
THREE BEDROOMS  
SECOND FLOOR PLAN LAYOUT

Dwg. **A107**

Uta. (fiscalia) Heptia, FCS Antares Street, Bayamon, Puerto Rico 00956-5554  
 Tel. 787.280.5864  
 email: heptia@studiofc3.com



1 Roof Plan Layout - Two Level Model  
 A108 Scale: 3/16" = 1'-0"

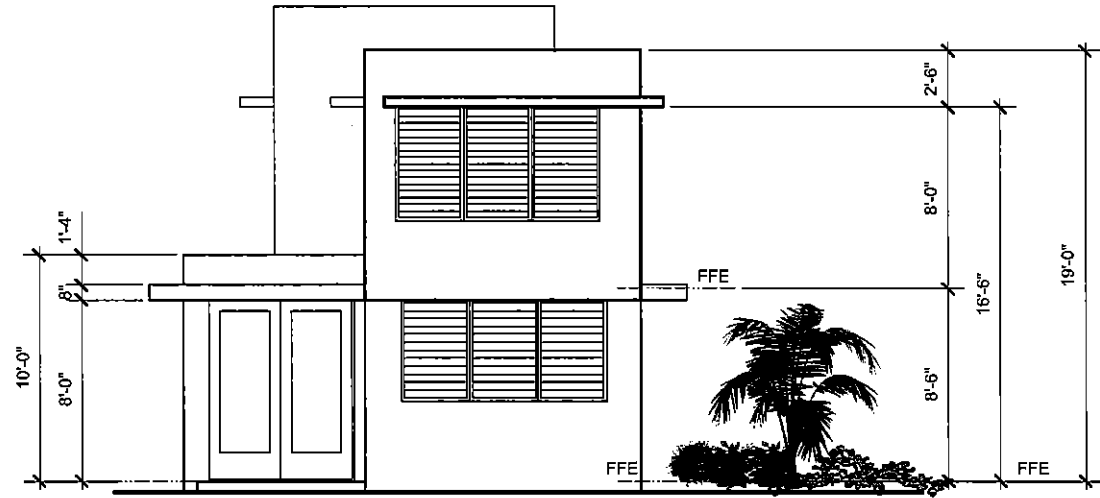


<b>Hector Fernandez Nias</b> Arquitecto
<b>REQUEST FOR PROPOSALS</b> CDBG-DR-RFP-2018-09
<b>TWO LEVELS MODEL</b> <b>THREE BEDROOMS</b> <b>ROOF PLAN LAYOUT</b>
<b>A108</b>

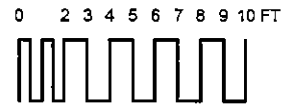
Ute, Sarah, Nias, PC-5 Antares Street, Dagonen, Puerto Rico, 00956-0354  
 Tel: 787-381-0624 Email: hfernandez@tcs.com



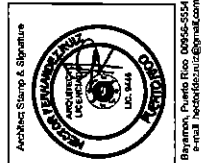
1 Two Story - Three Bedrooms Model Front Elevation  
 A109 Scale: 3/16" = 1'-0"



2 Two Story - Three Bedrooms Model Rear Elevation  
 A109 Scale: 3/16" = 1'-0"



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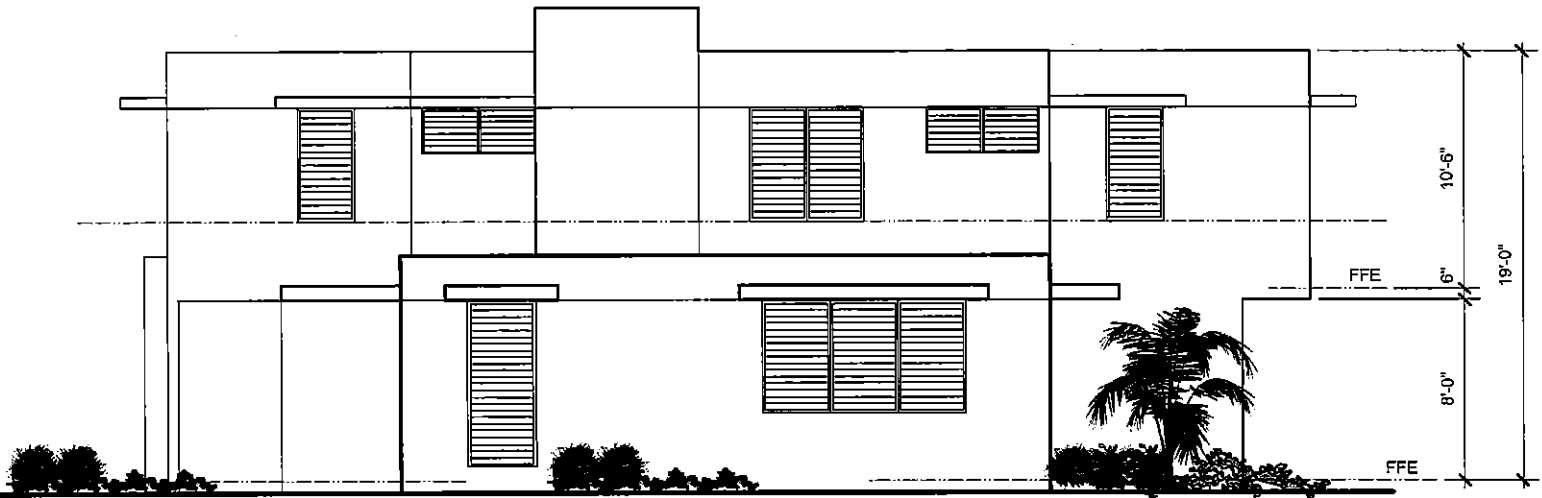


Victor Ferrández Ruiz  
 Arquitecto  
**Studio 1c3**  
 Ufo, Mirada Ingleses, FC-8 Andares Street, Bayamon, Puerto Rico 00955-554  
 Tel. 787.333.8894  
 e-mail: victorferrandez@gmail.com

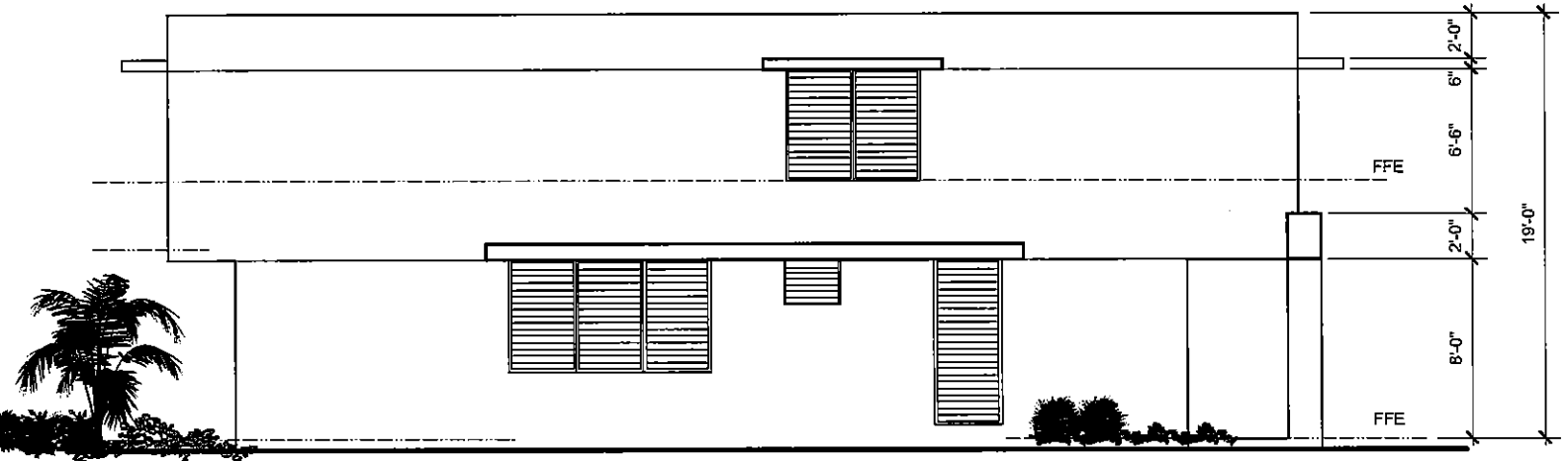
**HOME**  
 R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

**TWO STORY MODEL  
 FRONT & REAR ELEVATIONS**  
 Dwg. **A109**

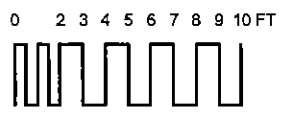
*Handwritten notes:*  
 1st  
 2nd




1 Two Story - Three Bedrooms Model Lateral Elevation  
 A110 Scale: 3/16" = 1'-0"




1 Two Story - Three Bedrooms Model Lateral Elevation  
 A110 Scale: 3/16" = 1'-0"



Architect Stamp & Signature  


**STUDIO fcs**  
 HECTOR FERNANDEZ RUZ  
 Arquitecto

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**R3 PROGRAM**  
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 CDBG-DR-RFP-2018-49

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**TWO STORY MODEL**  
**MAIN ELEVATIONS**

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Dwg.

A110

Ute. Itzeta Heights, FC-3 Avilare Street, Bayamon, Puerto Rico 00963-5554  
 Tel. 787.383.8804  
 Email: hfernan@studiofcs.com



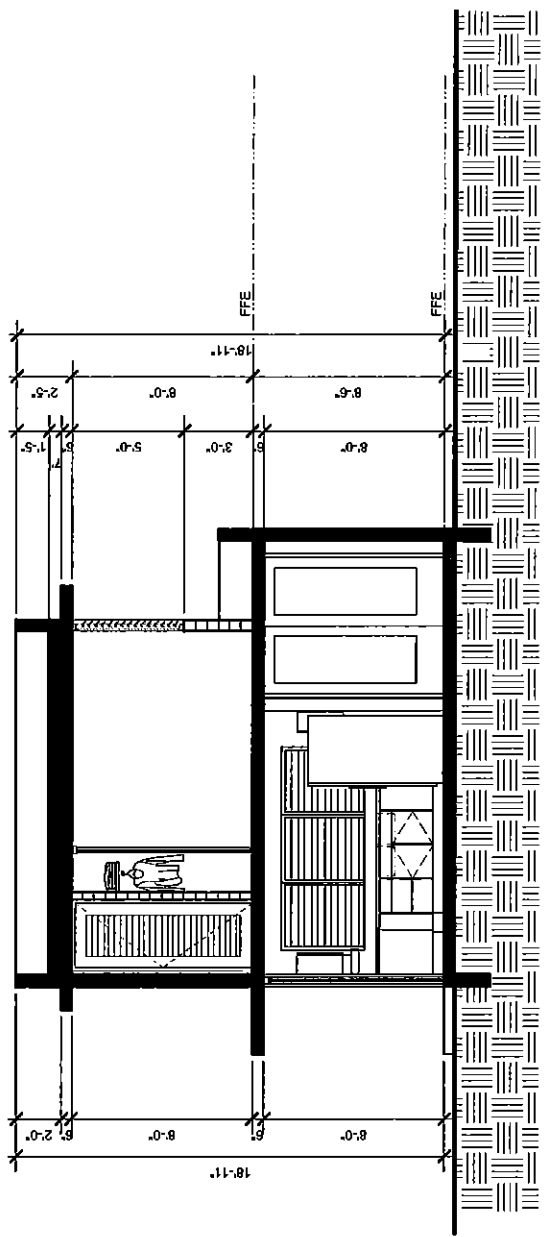
MAESTRO FORTINOLAZA, POLAR  
 Arquitectos  
**studio 103**  
 Architect Stamp & Signature

R3 PROGRAM  
  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

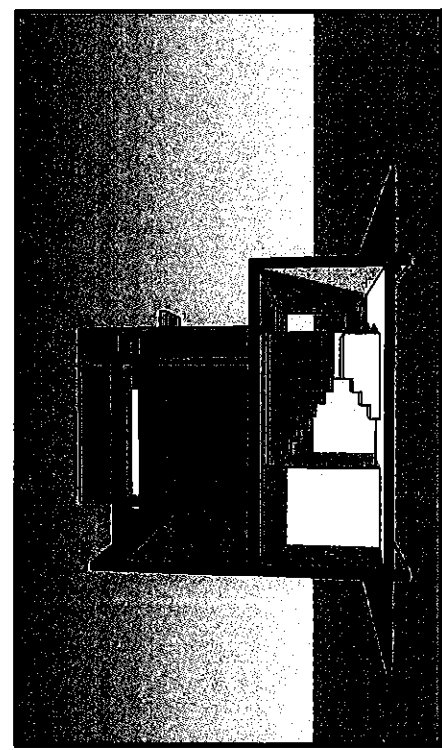
**TWO STORY MODEL**  
**SECTION**

Rev. **A111**

*Handwritten notes:*  
 B  
 3/16"



1 Section  
 Scale: 3/16" = 1'-0"



2 Section Two Story Unit  
 Scale: 3/16" = 1'-0"

Architect Stamp & Signature

Historic Preservation  
**Studio 105**  
 Architecture

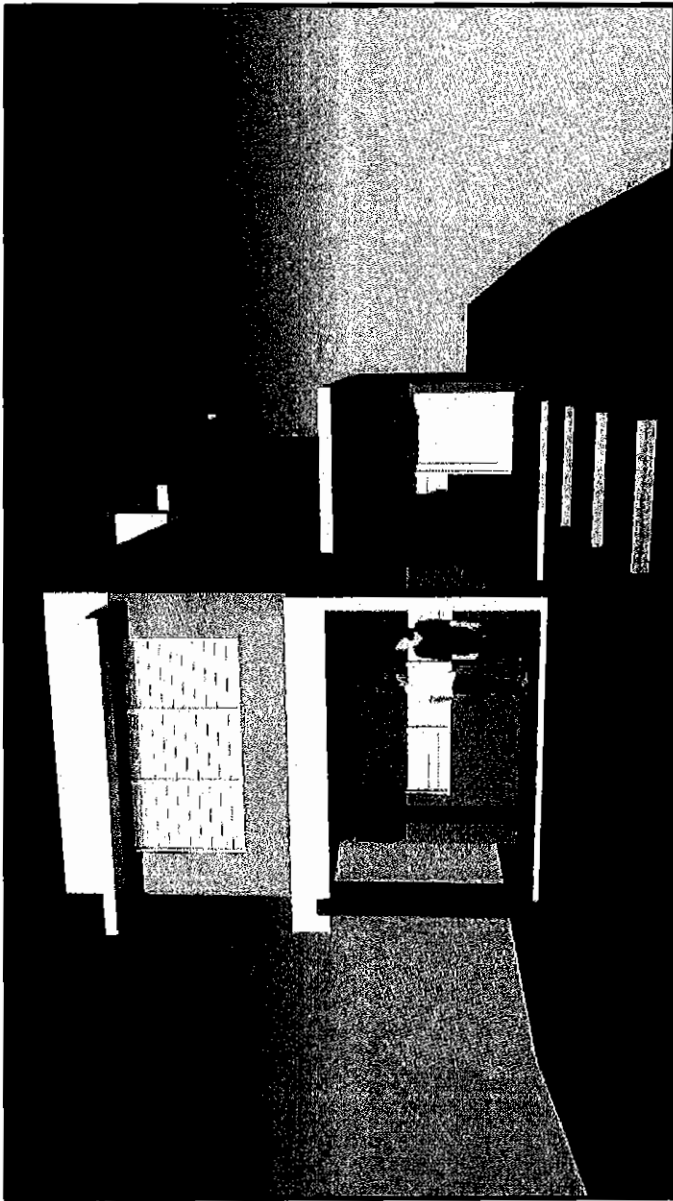
116, 118 and 120 S. Adams Street, Englewood, Puerto Rico 00963-5546  
 Tel. 787.333.8604  
 e-mail: hpedersen@studio105.com

**R3 PROGRAM**

**REQUEST FOR PROPOSALS**  
 CDBG-DR-RFP-2018-09

**TWO STORY MODEL**  
**CONCEPTUAL VIEW**

Draw: **A.115**



*Handwritten notes:*  
 B  
 10/15

3 Conceptual Renderings - Two Story Unit  
 Scale: 3/8" = 1'-0"

*Handwritten notes:*  
 10  
 10

**Description of the LiteDeck System**

**General:**

The LiteDeck System consists of interlocking rigid polyethylene foam plastic panels with insulated steel or wood aluminum, and is a permanent formwork for reinforced concrete joists and slabs. The system is an ICF (Insulated Concrete Form) used for floors and roofs to be used in residential and commercial applications.

**Fire Resistance Rating:**

LiteDeck formwork has a 1.5 hour fire resistance rating based on the test results which were made in compliance with ASTM E 119-00. See Fire Resistance Rating Test (ASTM E 119-00) SWRI - Test Project No. 01.11579.01.001

**Sound Transmission Class:**

A concrete floor's ability to reduce the transmission of outside, ambient sound is rated by a Sound Transmission Class number. The higher the number, the better the barrier to ambient sound pollution. LiteDeck Floor with 3-inch Concrete Cover and 14-inch load-bearing Concrete Joist

STC by Test - 57

STC by Calculation - 54 - With 1/2" Drywall attached direct to LiteDeck stiffeners

BTC by Calculation - 67 - With 1/2" Drywall attached with Resilient Clips

LiteDeck Floor with 3-inch Concrete Cover, 14-inch load-bearing Concrete Joist, 1/2" Carpet w/Pad

STC by Test - 46

STC by Calculation - 42 - With 1/2" Drywall attached direct to LiteDeck stiffeners

STC by Calculation - 56 - With 1/2" Drywall attached with Resilient Clips

**R-Value:**

The insulating value of LiteDeck forms is achieved by the use of EPS (Expanded Polystyrene) insulation. By test (ASTM C 518), the resulting value of the EPS used in LiteDeck Base Section is R-4.00 (@ 25-degrees F) per inch of thickness.



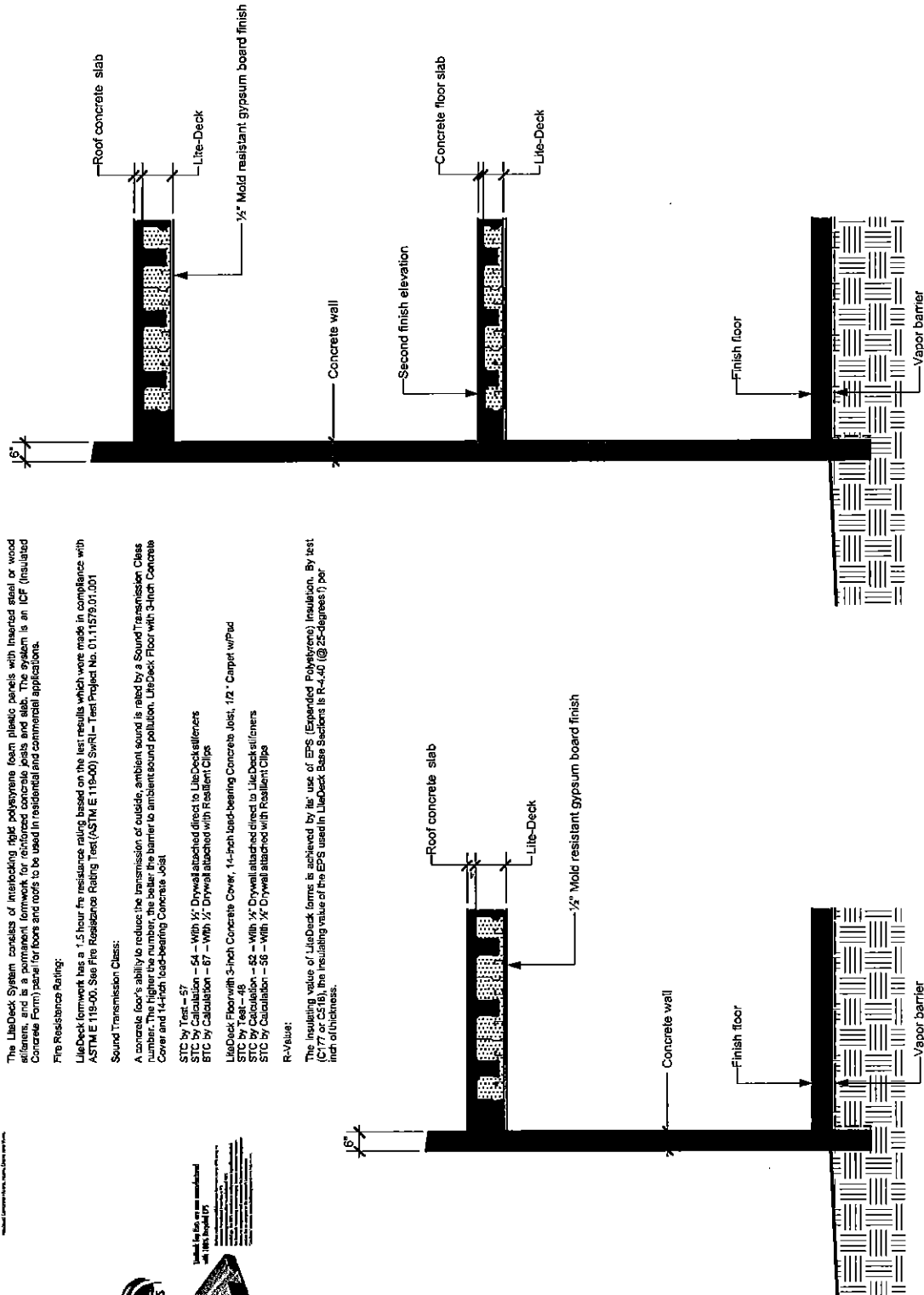
LiteDeck EPS is made from 100% recycled EPS with 100% recycled EPS

Architect Stamp & Signature  
**studio tcs**  
 Heaton Furniture Plus Architects  
 100% RECYCLED EPS  
 U.S. Patent Rights, P.O. Box 90956-5554  
 1417 787-303-0004  
 e-mail: heatonstudio@gmail.com

**HOME**  
 R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

**TYPICAL WALL SECTION**

Drawn **A.112**



1 One Story Model Typical Wall Section  
 Scale: 3/8" = 1'-0"

2 Two Story Model Typical Wall Section  
 Scale: 3/8" = 1'-0"

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# Plan for Compliance with Section 3 Requirements

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## Section 3 Compliance

DSW Homes is an equal opportunity employer. It is our desire to promote equality of employment and economic opportunities to the greatest extent feasible, through the awarding of contracts for work to qualified Minority and Women-owned businesses and qualified Section 3 Business Concerns along with sourcing our contracts through local means. Additionally, we are committed to providing employment and job training to persons who are low and very low income residents of the community by hiring qualified Section 3 Residents.

This policy has resulted in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and businesses on contracts partially or wholly funded with United States Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery funds.

Our Section 3 Outreach Program consists of the following procedures:

DSW Homes will:

- Inform the public and potential trades about the participation of minorities, women-owned businesses, Section 3 residents and businesses and historically underutilized businesses.
- Use the HUD Equal Housing Opportunity logo in advertisements for the awards of contracting out the work.
- Display equal opportunity employment posters on all jobsites and in the office where the home program is receiving its applicants.
- Coordinate efforts to inform minority owners and Section 3 businesses of work opportunities through the use of the local Workforce Solution Centers to ensure that eligible persons from all racial, ethnic and gender groups, and Section 3 businesses and residents are affirmatively marketed to.
- Award contracts to those meeting the requirements of minority owned businesses and Section 3 businesses.
- Give preference to those meeting these requirements in the subcontracting and hiring for these contracts.

A copy of our HUB Utilization Plan can be found on the following pages.





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*Plan for Compliance with Section 3 Requirements*

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**HUB Utilization Plan**

**Minority-Owned Businesses, Women-Owned Businesses, Section 3 Businesses**

*P*

*Page*



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# *Plan for Compliance with Section 3 Requirements*

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<b>Minority Participation in Company Management</b>	<b>93</b>
<b>Documentation of HUB participation</b>	<b>94</b>
<b>Outreach Efforts</b>	<b>97</b>
<b>Minority Participation Goal</b>	<b>98</b>
<b>Other Document Examples</b>	<b>99</b>

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*2011*



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# *Plan for Compliance with Section 3 Requirements*

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## **Section 1: Introduction**

DSW Homes appreciates the opportunity to submit our plan for utilizing HUB businesses. DSW Homes is an equal opportunity employer. It is our desire to promote equality of employment and economic opportunities, to the greatest extent feasible, through the awarding of contracts for work to qualified Minority and Women-owned businesses and qualified Section 3 Business Concerns as well as sourcing our contracts through local means. Additionally, we are committed to providing employment and job training to persons who are low and very low income residents of the community by hiring qualified Section 3 Residents.

This policy has resulted in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and businesses on contracts partially or wholly funded with United States Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery funds.

### **Contracting Policy**

DSW Homes' current policy ensures that eligible persons from all racial, ethnic and gender groups are given the opportunity to work on HUD funded contracts. It is our goal to award at least 10% of our contract to M/WBE companies/Section 3/HUB businesses. Our outreach coordinator, Maggie Toler, will contact and help MBWE and Section 3 companies get certified to work in the North Carolina Post Disaster Residential Rehabilitation/Repairs and Construction program. Priority will be given and contracts will target those meeting the requirements of qualified minority owned businesses and Section 3 Business Concerns.

## **Section 2: Minority Participation in Company Management**

DSW Homes anticipates hiring for several positions if awarded a contract with North Carolina. We anticipate hiring these positions locally and will seek to employ minority individuals whenever possible. Some of these positions include Assistant Director of Construction, Project Coordinator, and Project Managers.

In other locations, DSW Homes has employed minorities whenever possible.



# Plan for Compliance with Section 3 Requirements

## Section 3: Documentation of HUB participation

Below is an example of a MWBE Utilization Report compiled for the NYC Build it Back program. We keep detailed records regarding the subcontractors used on each project and report to the program the amount of money awarded and the amount of money paid to MWBE businesses as compared to the total amount awarded and total amount paid to date.

This record gives program administrators an quick snapshot of the overall program and where we are in our hiring goals.

### MWBECM Utilization Report

Construction Manager: DSW Homes, LLC

Project: Build It Back - Brooklyn

Contract Registration Number: 20151424707

As of (CM Payment # / Date): Payment #24 / Period Ending 5/31/17

Executive Summary	Current Contract Value	Total Awarded to Date	Total Paid to Date	MWBE Awarded	MWBE Paid	% Participation
Design						
Construction	\$ 54,601,507.61	\$ 54,601,507.61	\$ 29,882,011.75	\$ 4,315,392.21	\$ 3,882,050.62	8%
Other Allowance Items (Excluding Insurance)						
Total (Excluding Insurance)	\$ 54,601,507.61	\$ 54,601,507.61	\$ 29,882,011.75	\$ 4,315,392.21	\$ 3,882,050.62	8%

Name Of Subcontractor	Amount Paid	
All American Electrical Co.	\$ 219,858.35	330,915.00
Alpha Care Supply	\$ 99,675.00	105,375.00
Auribon Medical Piers	\$ 1,985,733.72	2,064,648.98
Brandy's Multi Services, Inc	\$ 7,747.00	7,000.00
Choice of Colors Inc	\$ 179,680.70	226,773.10
CID Construction Services LLC	\$ 785,166.91	779,800.41
FAKA, Inc.		13,410.00
IAG Electric, LLC	\$ 81,942.30	186,615.00
JVN Restoration Inc	\$ 50,186.71	56,457.26
MAB Renovation Group, Corp	\$ 6,385.50	32,700.00
Strand Electric Electrical	\$ 11,600.00	18,300.00
Tameer Inc	\$ 128,215.51	98,817.83
Walsh Electrical	\$ 325,838.92	395,064.63
Total	\$ 3,882,050.62	4,315,392.21



# Plan for Compliance with Section 3 Requirements

Below is a snapshot of a Monthly Jobs Progress Report for the NYC Build it Back program along with the instructions on how to complete the report. This report easily identifies employees of minority and details all employees by race and job category. It also identifies whether the employee is a Section 3 Resident, a new hire, full or part time, etc.

10

5/14/12

Build It Back - Monthly Jobs Progress

Submitting Firm: DSH HOMES Reporting Period: Aug 2012									
Employee ID	Start Date	End Date	Employee Name	Employee Title	Employee SSN	Job Category	Race	Minority	New Hire
0134	7/1/2013	11/19/2013	11001	0112	OC	Female			
5083	10/19/2011	11/28/2013	29030	0211	OM	Male			
4732	3/2/2013	11/29/2013	77262	0311	OM	Male			
7311	2/12/2013	12/7/2014	08811	0311	OM	Male			
7214	10/28/2014	2/29/2016	06315	0311	OM	Male			
8809	8/10/2014	3/11/2014	10303	0311	OC	Male			
2397	11/11/2013	2/18/2014	08791	0311	OC	Male			
8802	3/4/2013	2/28/2015	29112	0311	OC	Male			
9754	1/4/2014	4/1/2014	44479	0311	OC	Male			
5811	3/24/2014	4/2/2014	12316	0311	OC	Male			
4591	10/12/2013	4/12/2014	77631	0311	OM	Male			
0643	1/11/2013	4/29/2014	20004	0311	OM	Male			
2408	3/1/2013	6/2/2014	08711	0311	OC	Female			
5871	1/21/2009	6/1/2014	77704	0311	OM	Male			
4291	1/21/2009	2/22/2014	27412	1122	OM	Male			
6694	5/11/2014	4/26/2014	10029	1122	OC	Male			
1503	10/12/2014	9/26/2014	06711	1011	OC	Male			
1084	8/20/2012	1/31/2014	08713	1011	OM	Male			
1344	3/30/2013	10/7/2014	08713	1011	OC	Female			
5074	4/21/2014	10/1/2014	08711	1011	OC	Male			
5129	8/13/2014	10/1/2014	08714	1011	OC	Male			
4562	10/12/2014	10/24/2014	09042	1011	OC	Male			
1764	10/10/2014	10/24/2014	08711	1011	OC	Male			
7280	10/12/2014	11/9/2014	08512	1011	OC	Male			
7151	8/3/2013	11/11/2014	08606	1122	OM	Male			
2980	7/1/2014	11/18/2014	77617	1122	OM	Male			
1873	2/24/2014	11/12/2014	54701	1011	OC	Female			
4021	11/9/2014	11/20/17	13117	1011	OC	Male			
7473	8/13/2014	1/20/2017	30309	1011	OC	Female			
2871	7/12/2014	1/7/2017	08206	1011	OM	Male			
4228	9/12/2014	1/7/2017	22011	1011	OC	Female			
8411	6/22/2013	2/13/2017	08711	1011	OM	Male			
1101	1/4/2017	1/14/2017	10308	1011	OC	Male			
9480	11/2/2014	1/11/2017	20438	1011	OC	Male			
9367	12/2/2014	2/12/2017	20343	1011	OC	Male			
7729	10/13/2014	1/11/2017	70343	1011	OC	Male			
4127	12/16/2014	2/11/2017	20343	1011	OC	Male			
6144	1/14/2014	2/11/2017	82008	1011	OC	Male			
1800	12/14/2014	2/11/2017	30501	1011	OC	Male			
7118	2/14/2017	2/11/2017	34378	1011	OC	Male			
8856	2/14/2017	2/11/2017	34378	1011	OC	Male			
1344	2/14/2017	2/11/2017	22779	1011	OC	Male			
7882	1/15/2014	1/14/2017	08711	1122	OM	Male			
7981	11/2/2014	1/24/2017	11001	1011	OC	Male			
2958	2/11/2017	1/12/2017	11108	1011	OC	Male			
4834	1/21/2017	1/12/2017	11229	1011	OC	Male			
6957	2/24/2014	1/12/2017	08711	1011	OM	Male			
1021	1/15/2014	1/12/2017	08711	1011	OC	Female			
0301	2/11/2014	1/14/2017	08711	1011	OC	Male			

**Instructions**

- Include only employees that work or worked on Build It Back-related projects
- Refer to the table on the instructions sheet for definitions of Section 3 residents by household size/income
- \*For Employee Work ZIP, indicate the ZIP code in which the employee spent the most time during this reporting period
- \*\*For Job Category, choose from the following list
- \*\*\*For New Hire, choose Yes if the employee was hired since the start date of your firm's first Build It Back contract.

Job Category	Code
Professional	P
Technician	T
Office/Clerical	OC
Officials/Managers	OM
Sales	SL
Craft Workers (Skilled)	C
Operatives (Semiskilled)	OP
Laborers (Unskilled)	L
Service Workers	SW
Other	OT

Race
White
Black
Asian
Pacific Islander
American Indian/Alaska Native
Two or More Races

Employee ID	Start Date	End Date	Employee Name	Employee Title	Employee SSN	Job Category	Race	Minority	New Hire	Section 3 Resident	Yes	No
7473	8/13/2014	1/20/2017	30309	1011	OC	Female				Permanent	Yes	Yes
2871	7/12/2014	1/7/2017	08206	1011	OM	Male				Permanent	Yes	No
4228	9/12/2014	1/7/2017	22011	1011	OC	Female				Permanent	Yes	No
8411	6/22/2013	2/13/2017	08711	1011	OM	Male				Permanent	Yes	No
1101	1/4/2017	1/14/2017	10308	1011	OC	Male				Temporary	No	No
9480	11/2/2014	1/11/2017	20438	1011	OC	Male				Temporary	No	No
9367	12/2/2014	2/12/2017	20343	1011	OC	Male				Temporary	No	No
7729	10/13/2014	1/11/2017	70343	1011	OC	Male				Temporary	No	No
4127	12/16/2014	2/11/2017	20343	1011	OC	Male				Temporary	No	No
6144	1/14/2014	2/11/2017	82008	1011	OC	Male				Temporary	No	No
1800	12/14/2014	2/11/2017	30501	1011	OC	Male				Temporary	No	No
7118	2/14/2017	2/11/2017	34378	1011	OC	Male				Temporary	No	No
8856	2/14/2017	2/11/2017	34378	1011	OC	Male				Temporary	No	No
1344	2/14/2017	2/11/2017	22779	1011	OC	Male				Temporary	No	No
7882	1/15/2014	1/14/2017	08711	1122	OM	Male				Permanent	Yes	No
7981	11/2/2014	1/24/2017	11001	1011	OC	Male				Temporary	No	No
2958	2/11/2017	1/12/2017	11108	1011	OC	Male				Temporary	No	No
4834	1/21/2017	1/12/2017	11229	1011	OC	Male				Temporary	No	No
6957	2/24/2014	1/12/2017	08711	1011	OM	Male				Permanent	Yes	No
1021	1/15/2014	1/12/2017	08711	1011	OC	Female				Permanent	Yes	No
0301	2/11/2014	1/14/2017	08711	1011	OC	Male				Permanent	Yes	No



# Plan for Compliance with Section 3 Requirements

DSW Homes also submits to the NYC Build it Back program a monthly Section 3 hiring report. Altogether, these reports enable the program to remain compliant with federal regulations tied to these federally-funded programs. DSW Homes is familiar and comfortable with tracking and reporting these statistics to aid in record-keeping and compliance.

*P*

*Maggie*

## SECTION 3 SECTION 3 NEW HIRES REPORT

### SECTION A

1. Project Name: Build It Back - Brooklyn	2. Site Address: 1380 Rockaway Avenue Brooklyn, New York 11236	3. Owner Name: HHO / DDC
4. Prime Consultant Name: LiRo	5. Sub-consultant/Contractor Name:	6. Report Period June 2017
7. Firm completing this Form: DSW Homes, LLC	8. Construction Coordinator Name: Curtis Clayton	
9. Person Completing this Form: Maggie Toler	10. Telephone: 409-744-3400	11. FAX Number: 409-744-3404
		12. Email Address: Mnggle.toler@dswhomes.com

### SECTION B

	1. Name of New Hire	2. Date Hired	3. Check if Section 3 Certified Resident	4. List Job Title and/or Trade	5. Job Category Code (see below)
a.	Arl Krendel	6/2/17	<input type="checkbox"/>	Asst. Project Manager	P
b.	Luis Tubon Chadan	6/19/17	<input type="checkbox"/>	Asst. Project Manager	P
c.			<input type="checkbox"/>		
d.			<input type="checkbox"/>		
e.			<input type="checkbox"/>		
f.			<input type="checkbox"/>		
g.			<input type="checkbox"/>		
h.			<input type="checkbox"/>		
i.			<input type="checkbox"/>		

### SECTION C - JOB CATEGORY CODE:

Professionals	P	Demolition	D	Laborer Assistant	LA
Carpenter	C	Plumbing	P	Office Clerical	OC
Electrical	E	Labor	L	Other	OT

### COPY AND ATTACH ADDITIONAL PAGES AS NEEDED

Check this box if there were **NO** new hires during this period.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: *Maggie Toler*

Title: Corporate Controller

Date: 6/30/17



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# Plan for Compliance with Section 3 Requirements

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## Section 4: Outreach Efforts/Program

DSW Homes has an Outreach Coordinator employed full time. This outreach coordinator is responsible not only for the solicitation of new MWBE and Section 3 businesses but also to help determine DSW Homes compliance at any given time with our participation goals. To determine compliance, a spreadsheet is kept to organize and determine the number of MWBE and Section 3 businesses that are currently contracting with DSW Homes.

In an effort to assist the growth and development of businesses owned and controlled by women and minority groups or Section 3 Business Concerns, DSW Homes will encourage participation in the North Carolina State Certification program and National programs.

**Dissemination of Information:** DSW Homes informs the public and potential trades about the participation of minorities, women-owned businesses, Section 3 Residents and Business Concerns, and historically underutilized businesses. We will provide information to interested subcontractors on how to become a Certified MWBE or HUB in North Carolina. We will also provide information on becoming certified with the U.S. Department of Commerce Minority Business Development Agency which will significantly help the businesses gain access to additional government contracts and sustain their businesses when the Disaster Recovery programs end. DSW Homes has also created a Section 3 hand out to give to all subcontractors making them aware of our goals.

DSW Homes will provide employment and training opportunities to qualified low and very low income residents. Section 3 residents will be given preference in new hiring situations which result from the efforts to rebuild their neighborhoods.

**Locating HUB Businesses:** We have utilized the Section 3 Business Registry search tool on HUD.GOV (<http://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>) to locate Self Certified Businesses and plan on coordinating with local North Carolina State Career Centers and the North Carolina Supplier Connection Services to seek out local businesses in these categories. We also plan on utilizing the state's current HUB and MWBE databases to search for currently certified MWBE or HUB businesses.

**Job Training:** We will provide on the job training and specialized training specific to the construction industry to newly hired qualified employees. DSW Homes has partnered with CONNOR Institute and The National Asbestos & Environmental Training



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# Plan for Compliance with Section 3 Requirements

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PJ

Institute to provide specialized training and certification for a wide range of subjects including EPA's Lead Safety for Renovation, Repair and Painting (RRP) Certified Renovator Training, Asbestos Awareness Training, OSHA 10 and 30 Hour courses, Mold Awareness, etc.

John

**Monitoring:** DSW Homes pledges to regularly solicit participation from MWBE and Section 3 businesses to contract with on this project. We will monitor our efforts and document each business we reach out to and keep a record of our contact with the business, whether they are interested in working on the project or not, and if they are not interested we will note the reason why if given.

## Section 5: Minority/Section 3/HUB Participation Goal

Business/Entity	Participation Goal
Minority and Women Owned Business Enterprises	At least 10%





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# Plan for Compliance with Section 3 Requirements

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(To Be handed out to each trade to have them made aware of section 3)

Providing Economic Opportunities for

## SECTION 3

Residents & Businesses

In Richmond & King Counties

**Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968.**

DSW Homes LLC, is constructing houses with disaster recovery funds provided by HUD and is seeking to hire qualified subcontractors for all phases of residential construction.

HUD requires that preference be given to Section 3 Residents in training and employment opportunities and preference for contracting opportunities be given to Section 3 Business Concerns. If you live in government-assisted housing or if your household income falls below HUD's income limits, you may qualify as a Section 3 Resident or Section 3 Business Concern. This includes businesses that meet one of the following criteria:

1. Is 51% owned and operated by a low or very low income resident
2. Employs 30% of its project designated workforce of low or very low income residents
3. Commits and shows evidence of its intent to award greater than 25% of their total award to a business meeting the definition of #'s 1 or 2

Please contact DSW Homes LLC, for more information concerning Section 3 certification and available subcontracting opportunities.

We currently have work through 2017.

To request a Section 3 Packet or for more information, please contact:

Jeff Adams  
Office: (917) 722-0197

141 East Service Rd, Staten Island, NY 10314  
Office: 917-722-0197



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# Plan for Compliance with Section 3 Requirements

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141 East Service Road  
Staten Island, NY 10314  
Office: (917) 722-0197  
Fax: (718) 494-5960

## Employment Opportunities

Are you looking for a career with a solid foundation for success? If so, come join our team! DSW Homes strives to deliver the best, and the same principle applies to our employees. If you excel at problem solving, are attentive to detail and enjoy working with others, we welcome your application.

Section 3 applicants are encouraged to apply. All qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation. DSW Homes is an equal opportunity employer.

Open positions are listed below. If you would like to submit your resume for the position(s) listed below or for future opportunities that may arise, please send it to [paul.judson@dswhomes.com](mailto:paul.judson@dswhomes.com).

### Superintendent – Multiple Locations (Brooklyn, Staten Island)

Job responsibilities will include:

- Supervise the construction and rehabilitation of homes
- Maintain aggressive schedules on a daily basis
- Manage budgets for each project and generate progress reports
- Promote and ensure job site safety, encourage safe work practices and rectify job site hazards immediately
- Supervise completion of punch list
- Work directly with homeowners
- Perform quality control inspections
- Subcontractor and vendor negotiations
- Read and interpret engineered plans
- Schedule and coordinate with subcontractors and suppliers
- Assist with permit applications and inspections
- Assist Production Manager with any other related duties as assigned

#### Job Requirements:

- Minimum 5 years' experience in residential construction, experience in scattered lot preferred.
- College education in Construction Management is preferred but not required.

### Office Assistant – Multiple Locations (Brooklyn, Staten Island)



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## Plan for Compliance with Section 3 Requirements

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**Job Responsibilities:**

- Answer the phone and direct callers to the appropriate personnel
- Assist customers, vendors and subcontractors who walk into our office locations
- Assist the estimating and safety department in generating work orders and processing paperwork for subcontractors
- Work closely with production coordinators to organize and file customer and client information.

**Job Requirements:**

- Must be a New York Notary
- Must be attentive to details and be willing to learn
- Must have working knowledge of Excel, Word, PowerPoint
- College education in Construction Management is preferred but not required

EXAMPLE



## WHOLE BUILDING CONCEPT:

The housing units are centered and surrounded by the design and construction team with an integrated design approach with special consideration the following design objectives:  
Accessible, Aesthetics, Cost-Effective, Functional/Operational, Productive, Secure/Safe and Sustainable

This approach works particularly well when applied to a single home unit. Although it may not be obvious at first glance, green strategies such as conserving energy and water, selecting the right materials, focusing on durability, or ensuring great acoustical comfort, all affect which other attributes are incorporated and how successful they will be.

The design objectives that contribute to our residential building are as follows.

## ACCESSIBILITY

This design objective considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of "visibility" and aging in place are becoming more popular as the percentage of our aging population grows. The "visibility" movement advocates for constructed homes to consider aspects such as the location of stairs and the width of interior doors. The goal is to ensure equal use of the home for all.

Our model units will provide:

- Minimum door opening of 32" clear as required by ADA
- Shower at all bathrooms
- Open space distribution at Living/Dining and Kitchen areas
- Plumbing equipment's and accessories as required by ADA

## AESTHETICS

What qualifies as beautiful is open to personal interpretation and varies with client, climate, context, construction and culture. Aesthetics applies not just to the outside architecture, but to the interior design, the surrounding landscape, the neighboring buildings and the community at large.

## COST EFFECTIVENESS

There is no one specific measure for true cost effectiveness, but some considerations are noted here. Does the homeowner want the lowest first cost or the lowest operations and maintenance (O&M) costs? Is it the home with the longest life span?

## FUNCTIONALITY

Understanding how the home will fit its owners means defining the size and proximity of the different spaces needed for activities and equipment. We have considered the owners' future needs, such as potential spatial changes from remodeling, and provide proper clearances for replacing or expanding building systems and equipment. Anticipate changing information technology and other building systems equipment.

## PRODUCTIVITY AND HEALTH

The indoor environment of the home can have a strong effect on occupant health and the productivity of occupants, particularly young children and the aged, whose auto-immune systems are more susceptible to toxic materials and off-gassing fumes. Excessive noise, glare, drafts, heat, humidity or cold can be potentially damaging or dangerous. Our units integrate the building enclosure, building systems, equipment, and appliances to work together as a unified system to achieve a truly healthy home.

To achieve this goal, we will use mold resistant products, Energy-Star and WaterSense labeled products or appliances.

## SAFETY AND SECURITY

Designing and constructing safe, secure homes and communities is a primary goal. We have considered different issues, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention. Resisting natural hazards requires protection from hurricanes, wildfires, floods and earthquakes.

The primary material for construction of structures will be concrete with locally manufactured cement. Also, operable windows at all spaces will allow for natural ventilation and daylight.

## SUSTAINABILITY

The construction, use, and demolition of homes have many direct impacts on the environment. To ensure the sustainability of a home, we have considered the following principles:

## OPTIMIZING SITE POTENTIAL

This principle covers such aspects as proper site selection, consideration of any existing buildings or infrastructure, orientation of streets and homes for passive and active solar features, location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as trees, waterways, snags, and animal habitats.

## MINIMIZING ENERGY USE AND USE RENEWABLE ENERGY STRATEGIES

This principle covers aspects such as the importance of dramatically reducing the overall energy loads (through insulation, efficient equipment and lighting, and careful detailing of the entire enclosure), limiting the amount of fossil fuels required, incorporating renewable energy systems such as photovoltaics, solar water heating, and providing US Energy-Star labeled products or appliances in order to minimize the creation of greenhouse gasses.

We will provide for photovoltaic system on the roof that will generate electricity as well as vacuum-tube collectors for the solar water heating system. Also, US Energy-Star labeled products or appliances.

## CONSERVING AND PROTECTING WATER

This principle covers aspects such as reducing, controlling or treating site runoff, designing and constructing the home to conserve water with s; and minimizing leaks by ensuring proper inspections during construction.

Water Sense labeled products and appliances and a 600-gallon PVC cistern (UV resistant) to be used inside will be provided to fulfill this goal.

## USING ENVIRONMENTALLY PREFERABLE PRODUCTS

This principle covers such aspects as specifying products that are salvaged, made with recycled content, are easily disassembled for reuse or recycling, conserve natural resources, reduce overall material use, are exceptionally durable or low maintenance, naturally or minimally processed, save energy and/or water, and/or reduce pollution or waste from operations.

## ROOF SLABS

The use of LiteDeck ICF® decks for the roof slabs, will result in safety and economic benefits with fire-resistant floors/roofs; high energy efficiency - R nominal values ranging from R-26 to R-30, low air infiltration, and the heat-storing capacity (thermal mass) of concrete.

The use of LiteDeck® will also increase jobsite safety and reduced labor and shoring requirements

## ENHANCE INDOOR ENVIRONMENTAL QUALITY

This principle covers strategies to provide excellent acoustical, thermal, and visual qualities which have a significant impact on health, comfort, and productivity. Other attributes to be considered: maximize daylight, appropriate ventilation, and moisture control, and the use of low- or no-VOC products. The use of LiteDeck ICF® which has remarkable noise reduction (STC 53 to 57) will enhance the indoor environmental quality. Also, natural cross-ventilation, canopy shade devices, and daylighting to reduce demand on mechanical systems reflective white exterior to reduce cooling demand.

## OPTIMIZING OPERATIONS AND MAINTENANCE PRACTICES




This principle covers materials and systems that simplify and reduce operational requirements, require less water, energy, and toxic chemicals and cleaners to maintain, are cost-effective and reduce life-cycle costs.

## FLEXIBLE DESIGN

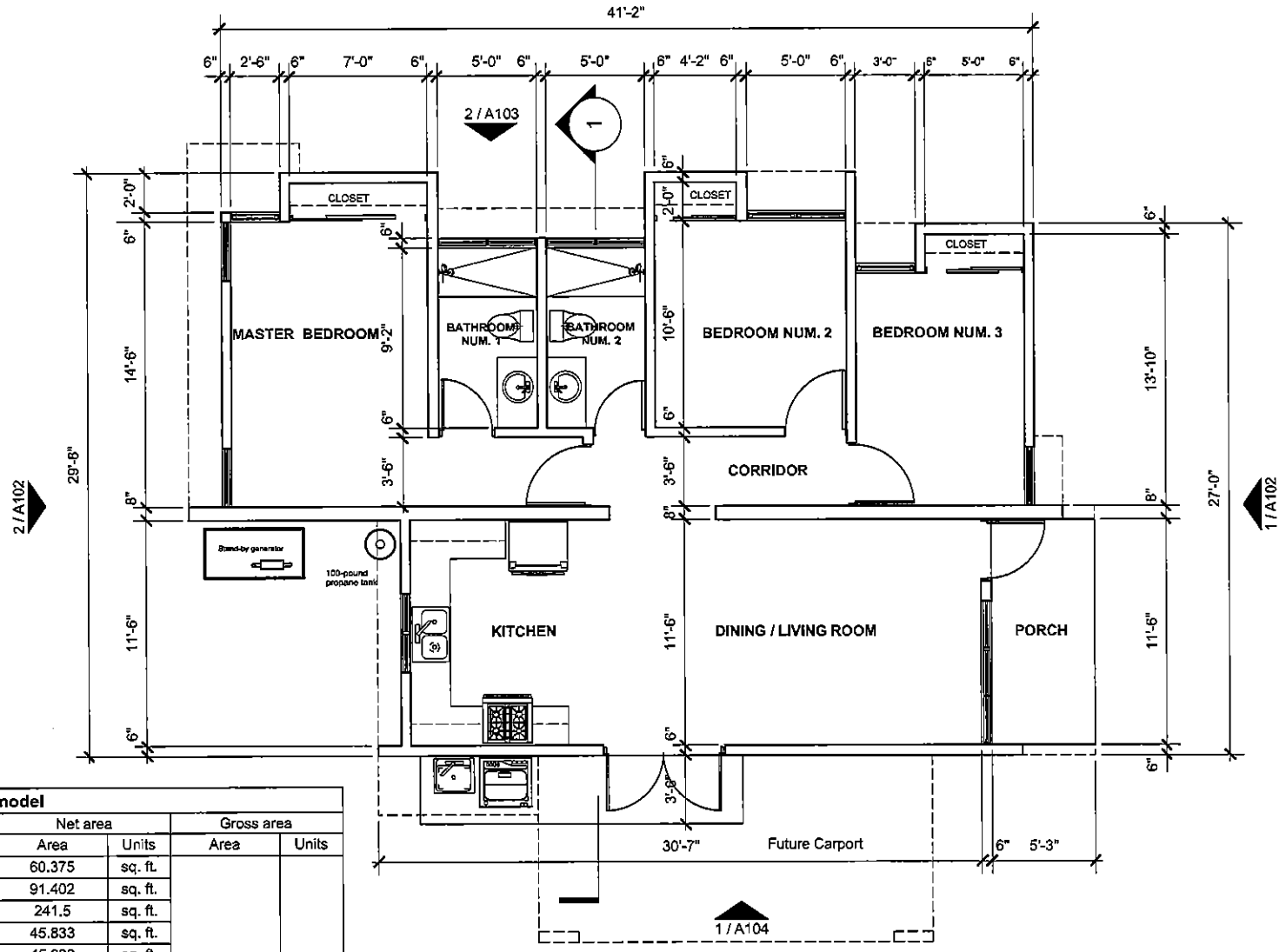
Also called "loose fit, long life," this design principle anticipates and allows for future adaptations needed to extend a building's useful life.

## DESIGN FOR END OF LIFE

This principle encourages design for the disassembly, reuse, and/or recycling of building components and materials at the end of their useful life.

 Architect Stamp & Signature Hector Fernández Ruiz Arquitecto	
	
<b>CONCEPTUAL DESIGN</b>	
Dwg. <b>G.100</b>	

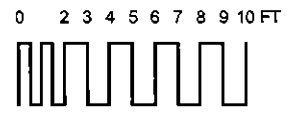
Urb. Ibsarah Helyah, FC-5 Arlene Street, Bayamon, Puerto Rico 00961-5564  
Tel. 787-330.8904  
E-mail: hectorf@studioics.com



**Area three bedrooms model**

Space	Net area		Gross area	
	Area	Units	Area	Units
Front Porch	60.375	sq. ft.		
Kitchen	91.402	sq. ft.		
Living / Dining	241.5	sq. ft.		
Bathroom Num. 1	45.833	sq. ft.		
Bathroom Num. 2	45.833	sq. ft.		
Master Bedroom w/ closet	185.432	sq. ft.		
Bedroom Num. 2 w/ closet	110.268	sq. ft.		
Bedroom Num. 3 w/ closet	110.583	sq. ft.		
Comidor	45.062	sq. ft.		
<b>Total</b>	<b>936.288</b>	<b>sq. ft.</b>	<b>1,067.42</b>	<b>sq. ft.</b>

1 Floor Plan - Three Bedrooms Unit  
 A100 Scale: 3/16" = 1'-0"



Architect Stamp & Signature

Héctor Fernández Ruiz  
Arquitecto

**Studio 1c5**

R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

**ONE STORY MODEL  
THREE BEDROOMS UNIT  
FLOOR PLAN LAYOUT**

Dwg. **A100**

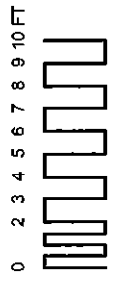
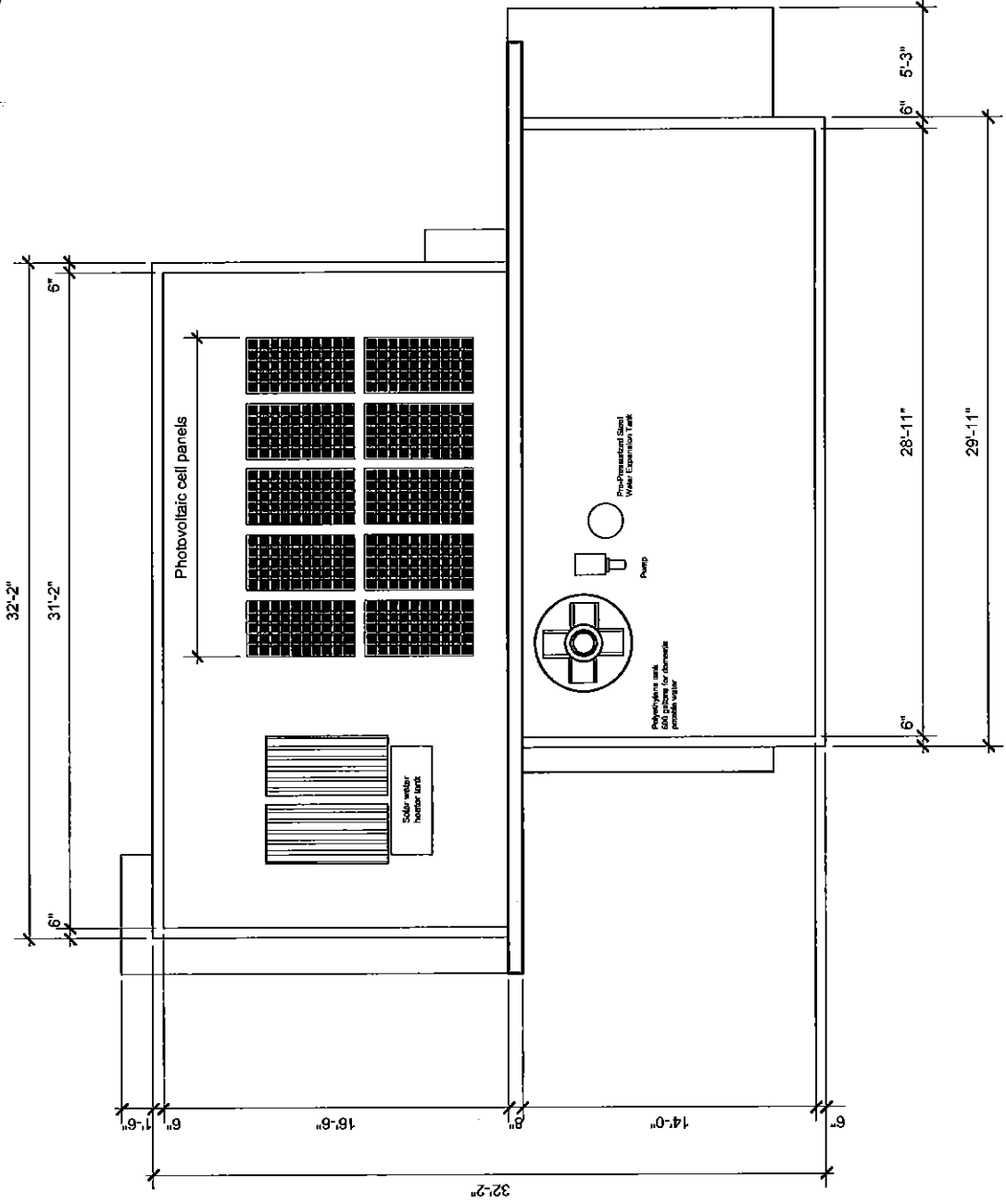
Urb. Isla de Huelmo, FC-5 Avenida Street, Bayamon, Puerto Rico 00955-5554  
Tel. 787.353.3584  
E-mail: hectorfernandez@st1c5.com

Asociado Arquitecto
   
**Studio TCS**
  
 RUCSST FERRAZZARI RUIZ
   
 Uto, Karla Heugler, P.C. 5 Avilares Street, Bayamon, Puerto Rico 00956-5554
   
 TEL: 787.353.8884
   
 e-mail: heugler@studioarch.com

**R3 PROGRAM**
  
 REQUEST FOR PROPOSALS
   
 CDBG-DR-RFP-2018-09

**ONE STORY MODEL**
  
**THREE BEDROOMS UNIT**
  
**ROOF PAIN LAYOUT**
  
**A101**

*Handwritten notes and signatures.*



1 Roof Plan Layout
   
 A101 Scale: 3/16" = 1'-0"

Architect Stamp & Signature



**STUDIO TCS**  
 P.R. ARCHITECTS  
 P.R. ENGINEERS  
 P.R. LANDSCAPE ARCHITECTS  
 P.R. INTERIORS ARCHITECTS  
 P.R. PLANNING ARCHITECTS  
 P.R. STRUCTURAL ENGINEERS  
 P.R. CIVIL ENGINEERS  
 P.R. ELECTRICAL ENGINEERS  
 P.R. MECHANICAL ENGINEERS  
 P.R. ENVIRONMENTAL ENGINEERS  
 P.R. ACOUSTICAL ENGINEERS  
 P.R. CHEMICAL ENGINEERS  
 P.R. METALLURGICAL ENGINEERS  
 P.R. NUCLEAR ENGINEERS  
 P.R. AERONAUTICAL ENGINEERS  
 P.R. MARINE ENGINEERS  
 P.R. AGRICULTURAL ENGINEERS  
 P.R. FOOD ENGINEERS  
 P.R. TEXTILE ENGINEERS  
 P.R. LEATHER ENGINEERS  
 P.R. JEWELRY ENGINEERS  
 P.R. OPTICAL ENGINEERS  
 P.R. CHEMICAL ENGINEERS  
 P.R. METALLURGICAL ENGINEERS  
 P.R. NUCLEAR ENGINEERS  
 P.R. AERONAUTICAL ENGINEERS  
 P.R. MARINE ENGINEERS  
 P.R. AGRICULTURAL ENGINEERS  
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 P.R. TEXTILE ENGINEERS  
 P.R. JEWELRY ENGINEERS  
 P.R. OPTICAL ENGINEERS

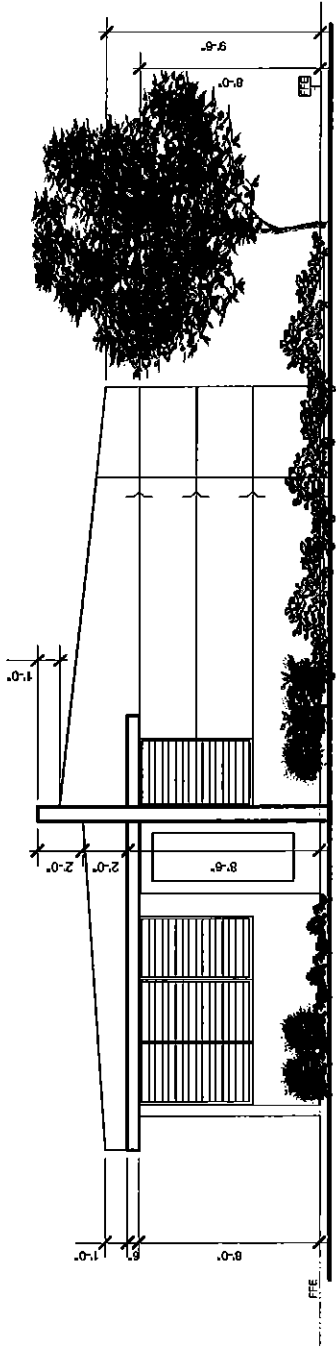
Lic. Fernando Ruiz  
 Arquitecto  
 Lic. 12345  
 Tel. 787.343.8801  
 Urb. Linda Reyna, P.O. 5 Aviles Street, Bayamon, Puerto Rico 00956-5594  
 e-mail: hector@studioTCS.com

**HOME**  
 R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

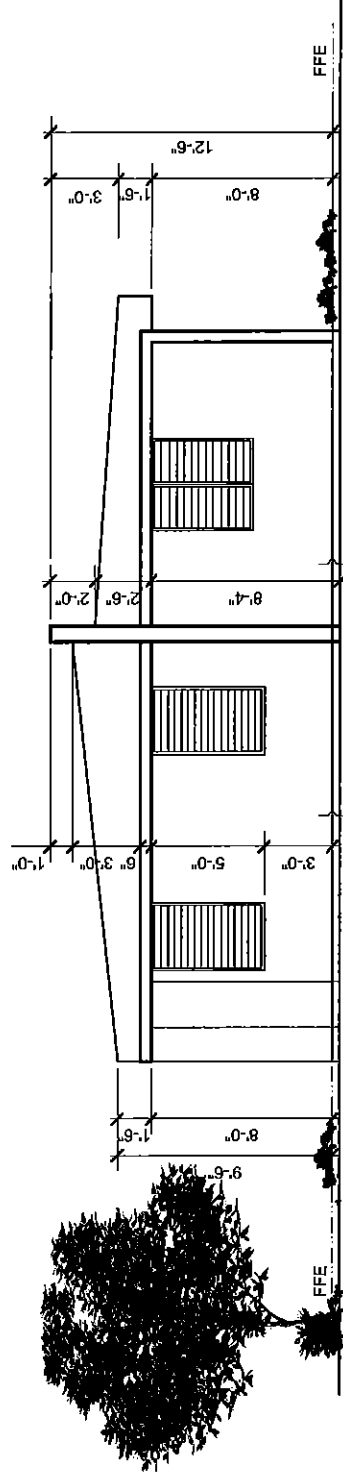
**ONE STORY MODEL  
 THREE BEDROOMS UNIT  
 MAIN FACADE ALTERNATIVES**

Date: **A102**

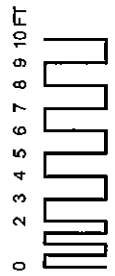
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 PD  
 04/15




**1**  
 Front Elevation  
 Scale: 3/16" = 1'-0"



**2**  
 Rear Elevation  
 Scale: 3/16" = 1'-0"




Architect Stamp & Signature



Studio fcs  
Master Furniture Rule  
Architect

161. 787.203.2004  
161. 787.203.2004  
e-mail: bedofdesign@studiofcs.com

R3 PROGRAM

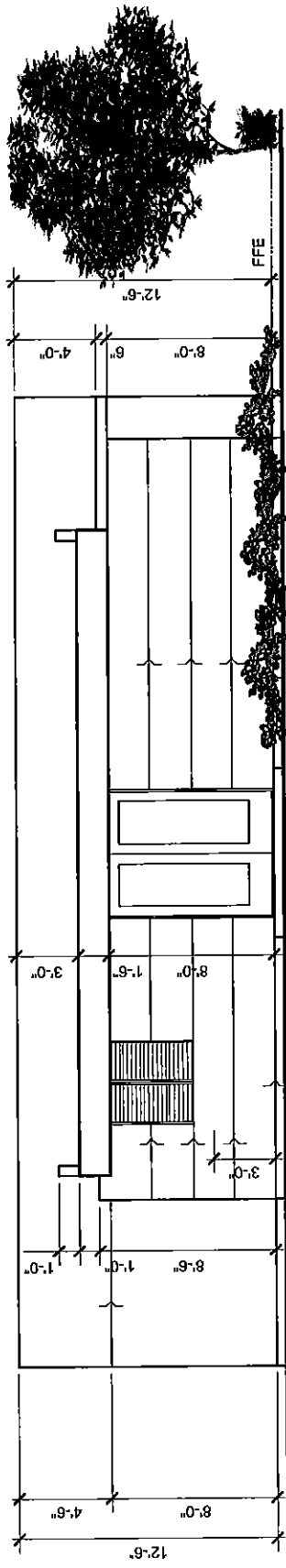


REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

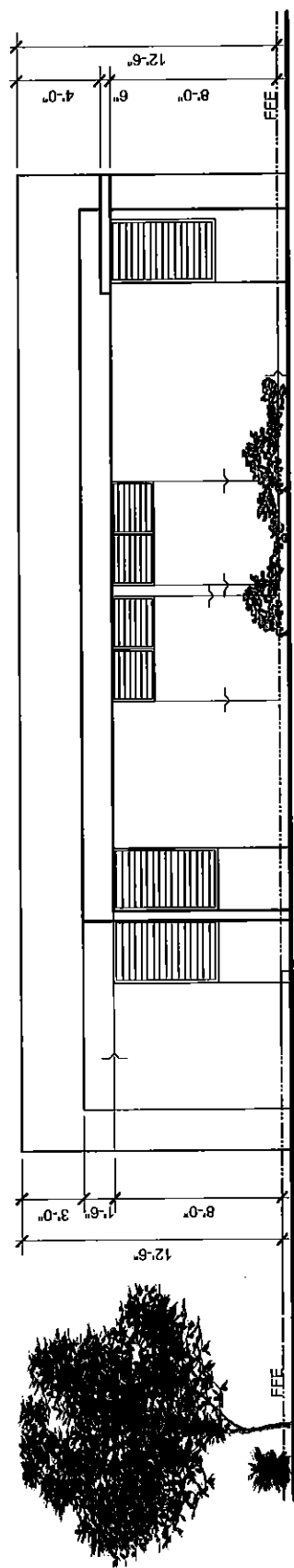
ONE STORY MODEL  
THREE BEDROOMS UNIT  
LATERAL ELEVATIONS

Sheet: **A105**

*Handwritten notes:*  
PJ  
GAE



1 Elevation 3 (Left Elevation)  
Scale: 3/16" = 1'-0"



2 Elevation 4 (Right Elevation)  
Scale: 3/16" = 1'-0"







Architect Stamp & Signature  
**Studio fcs**  
 "RECORTA FURNITURE" ROLZ  
 Arquitecto

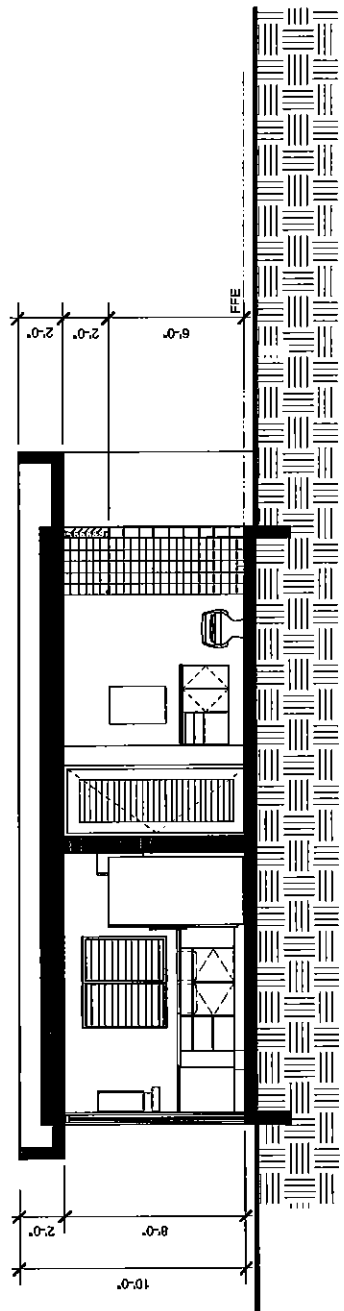
R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09



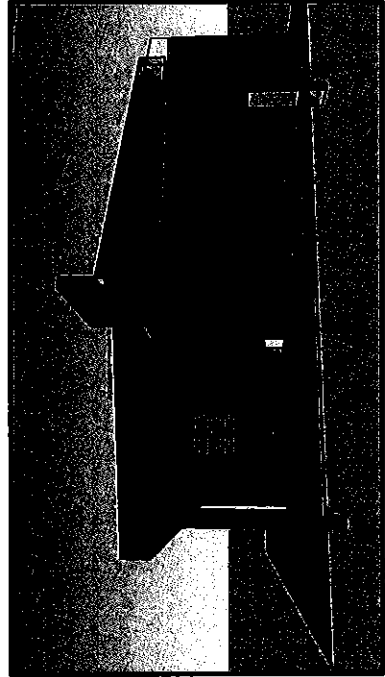
**ONE STORY MODEL**  
 SECTION

DATE: **A.104**

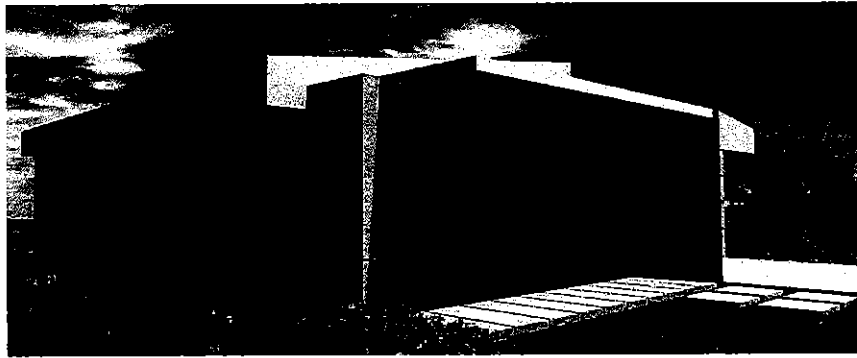
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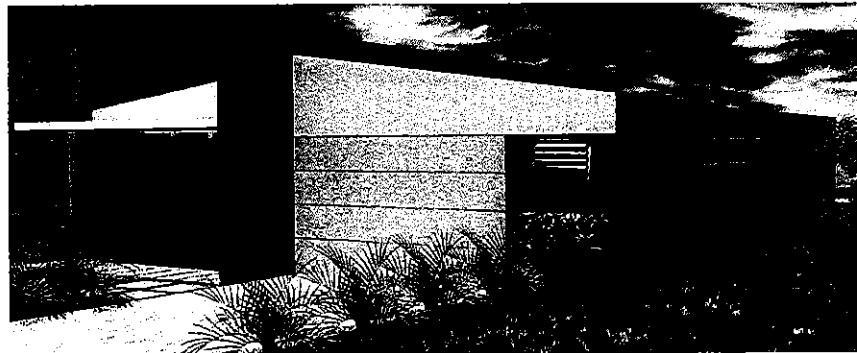
1 Section  
 Scale: 3/16" = 1'-0"



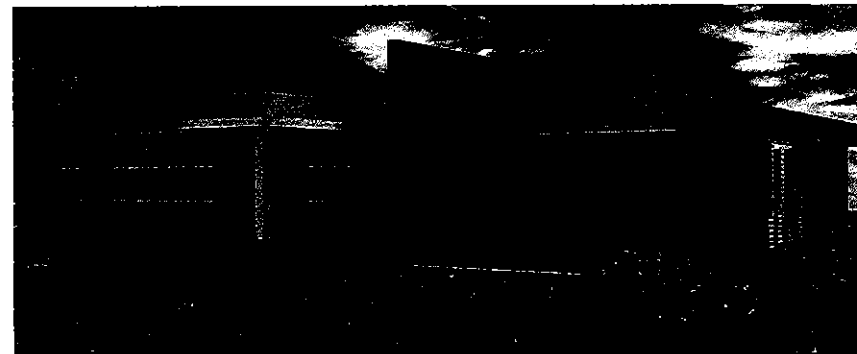
1 Section One Story Unit  
 Scale: 3/16" = 1'-0"



1 Conceptual Renderings - Front View  
 A105 Scale: 3/16" = 1'-0"



2 Conceptual Renderings - Front View  
 A105 Scale: 3/16" = 1'-0"



3 Conceptual Renderings - Rear View  
 A105 Scale: 3/16" = 1'-0"

*Handwritten initials: HFC and PR*

Hctor Fernández Ruiz Arquitecto
R3 PROGRAM REQUEST FOR PROPOSALS CDBG-DR-RFP-2018-09
<b>ONE STORY MODEL          CONCEPTUAL RENDERINGS</b>
Dwg. <b>A105</b>

Ute. Hctor Fernández Ruiz, P.E. License No. 00695-5524  
 Tel. 787.381.8864  
 Email: hctorfernandez@studiofc3.com



**Description of the LiteDeck System:**

**General:**  
The LiteDeck System consists of interlocking rigid polystyrene foam plastic panels with inserted steel or wood stiffeners, and is a permanent formwork for reinforced concrete joists and slabs. This system is an ICF (Insulated Concrete Form) panel for floors and walls to be used in residential and commercial applications.

**Fire Resistance Rating:**  
LiteDeck formwork has a 1.5 hour fire resistance rating based on the test results which were made in compliance with ASTM E 119-00. See Fire Resistance Rating Test (ASTM E 119-00) SwRI - Test Project No. 01:11579.01.001

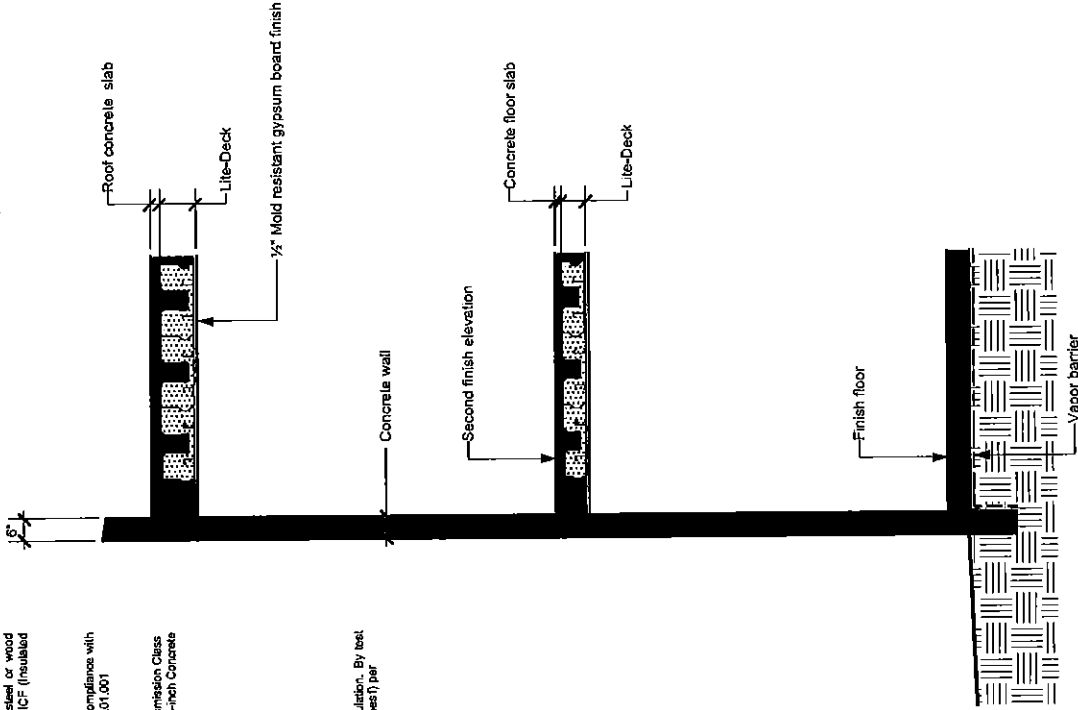
**Sound Transmission Class:**  
A concrete floor's ability to reduce the transmission of outside ambient sound is rated by a Sound Transmission Class number. The higher the number, the better the barrier to ambient sound pollution. LiteDeck Floor with 3-inch Concrete Cover and 14-inch load-bearing Concrete Joist

STC by Test - 57  
STC by Calculation - 54 - With 1/2" Drywall attached direct to LiteDeck stiffeners  
STC by Calculation - 57 - With 1/2" Drywall attached with Resilient Clips

LiteDeck Floor with 3-inch Concrete Cover, 14-inch load-bearing Concrete Joist, 1/2" Carpet w/Pad  
STC by Test - 48  
STC by Calculation - 52 - With 1/2" Drywall attached direct to LiteDeck stiffeners  
STC by Calculation - 56 - With 1/2" Drywall attached with Resilient Clips

**R-Value:**  
The insulating value of LiteDeck forms is achieved by its use of EPS (Expanded Polystyrene) insulation. By test (C177 or C518), the insulating value of the EPS used in LiteDeck Base Sections is R-4.40 (@ 25-degree) per inch of thickness.

*John*  
*PT*



1 One Story Model Typical Wall Section  
Scale: 3/8" = 1'-0"

2 Two Story Model Typical Wall Section  
Scale: 3/8" = 1'-0"

Architect Stamp & Signature  
  
**Studio ICS**  
 Hector Fernandez Rob  
 Arquitecto

R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

**TYPICAL WALL SECTION**

Doc: **A.112**

110, Hanks Highway, P.O. Box 5000, Raleigh, North Carolina 27604  
 Tel: 787.353.8501  
 Email: hector@studioics.com

*[Handwritten scribbles and initials]*

**WHOLE BUILDING CONCEPT:**

The housing units are centered and surrounded by the design and construction team with an integrated design approach with special consideration the following design objectives:  
 Accessible, Aesthetics, Cost-Effective, Functional/Operational, Productive, Secure/Safe and Sustainable

This approach works particularly well when applied to a single home unit. Although it may not be obvious at first glance, green strategies such as conserving energy and water, selecting the right materials, focusing on durability, or ensuring great acoustical comfort, all affect which other attributes are incorporated and how successful they will be.  
 The design objectives that contribute to our residential building are as follows.

**ACCESSIBILITY**

This design objective considers accommodating persons who are permanently disabled or temporarily disabled due to an injury. The concepts of "visibility" and aging in place are becoming more popular as the percentage of our aging population grows. The "visibility" movement advocates for constructed homes to consider aspects such as the location of stairs and the width of interior doors. The goal is to ensure equal use of the home for all.

Our model units will provide:

- Minimum door opening of 32" clear as required by ADA
- Shower at all bathrooms
- Open space distribution at Living/Dining and Kitchen areas
- Plumbing equipment's and accessories as required by ADA

**AESTHETICS**

What qualifies as beautiful is open to personal interpretation and varies with client, climate, context, construction and culture. Aesthetics applies not just to the outside architecture, but to the interior design, the surrounding landscape, the neighboring buildings and the community at large.

**COST EFFECTIVENESS**

There is no one specific measure for true cost effectiveness, but some considerations are noted here. Does the homeowner want the lowest first cost or the lowest operations and maintenance (O&M) costs? Is it the home with the longest life span?

**FUNCTIONALITY**

Understanding how the home will fit its owners means defining the size and proximity of the different spaces needed for activities and equipment. We have considered the owners' future needs, such as potential spatial changes from remodeling, and provide proper clearances for replacing or expanding building systems and equipment. Anticipate changing information technology and other building systems equipment.

**PRODUCTIVITY AND HEALTH**

The indoor environment of the home can have a strong effect on occupant health and the productivity of occupants, particularly young children and the aged, whose auto-immune systems are more susceptible to toxic materials and off-gassing fumes. Excessive noise, glare, drafts, heat, humidity or cold can be potentially damaging or dangerous. Our units integrate the building enclosure, building systems, equipment, and appliances to work together as a unified system to achieve a truly healthy home.

To achieve this goal, we will use mold resistant products, Energy-Star and WaterSense labeled products or appliances.

**SAFETY AND SECURITY**

Designing and constructing safe, secure homes and communities is a primary goal. We have considered different issues, such as improved indoor air quality, electrical safety, ergonomics, and accident prevention. Resisting natural hazards requires protection from hurricanes, wildfires, floods and earthquakes.

The primary material for construction of structures will be concrete with locally manufactured cement. Also, operable windows at all spaces will allow for natural ventilation and daylight.

**SUSTAINABILITY**

The construction, use, and demolition of homes have many direct impacts on the environment. To ensure the sustainability of a home, we have considered the following principles:

**OPTIMIZING SITE POTENTIAL**

This principle covers such aspects as proper site selection, consideration of any existing buildings or infrastructure, orientation of streets and homes for passive and active solar features, location of access roads, parking, potential hazards, and any high-priority resources that should be conserved such as, trees, waterways, snags, and animal habitats.

**MINIMIZING ENERGY USE AND USE RENEWABLE ENERGY STRATEGIES**

This principle covers aspects such as the importance of dramatically reducing the overall energy loads (through insulation, efficient equipment and lighting, and careful detailing of the entire enclosure), limiting the amount of fossil fuels required, incorporating renewable energy systems such as photovoltaics, solar water heating, and providing US Energy-Star labeled products or appliances in order to minimize the creation of greenhouse gasses.

We will provide for photovoltaic system on the roof that will generate electricity as well as vacuum-tube collectors for the solar water heating system. Also, US Energy-Star labeled products or appliances.

**CONSERVING AND PROTECTING WATER**

This principle covers aspects such as reducing, controlling or treating site runoff; designing and constructing the home to conserve water with a; and minimizing leaks by ensuring proper inspections during construction.

Water Sense labeled products and appliances and a 600-gallon PVC cistem (UV resistant) to be used inside will be provided to fulfill this goal.

**USING ENVIRONMENTALLY PREFERABLE PRODUCTS**

This principle covers such aspects as specifying products that are salvaged, made with recycled content, are easily disassembled for reuse or recycling, conserve natural resources, reduce overall material use, are exceptionally durable or low maintenance, naturally or minimally processed, save energy and/or water, and/or reduce pollution or waste from operations.

**ROOF SLABS**

The use of LiteDeck ICF® decks for the roof slabs, will result in safety and economic benefits with fire-resistant floors/roofs; high energy efficiency - R nominal values ranging from R-26 to R-30, low air infiltration, and the heat-storing capacity (thermal mass) of concrete.

The use of LiteDeck® will also increase jobsite safety and reduced labor and shoring requirements

**ENHANCE INDOOR ENVIRONMENTAL QUALITY**

This principle covers strategies to provide excellent acoustical, thermal, and visual qualities which have a significant impact on health, comfort, and productivity. Other attributes to be considered: maximize daylight, appropriate ventilation, and moisture control, and the use of low- or no-VOC products.  
 The use of LiteDeck ICF® which has remarkable noise reduction (STC 53 to 57) will enhance the indoor environmental quality. Also, natural cross-ventilation, canopy shade devices, and daylighting to reduce demand on mechanical systems  
 reflective white exterior to reduce cooling demand.

**OPTIMIZING OPERATIONS AND MAINTENANCE PRACTICES**



This principle covers materials and systems that simplify and reduce operational requirements, require less water, energy, and toxic chemicals and cleaners to maintain, are cost-effective and reduce life-cycle costs.

**FLEXIBLE DESIGN**

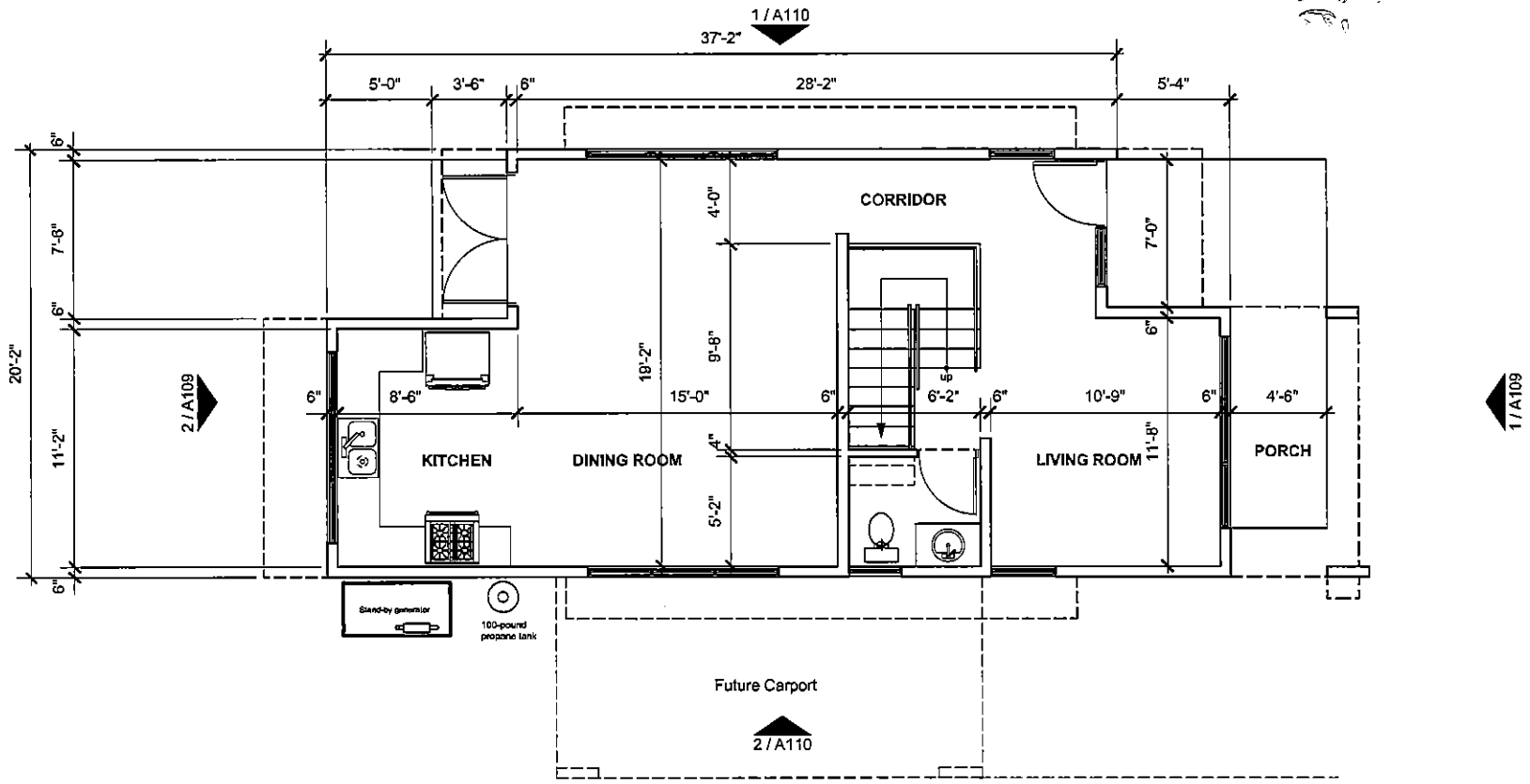
Also called "loose fit, long life," this design principle anticipates and allows for future adaptations needed to extend a building's useful life.

**DESIGN FOR END OF LIFE**

This principle encourages design for the disassembly, reuse, and/or recycling of building components and materials at the end of their useful life.

 <p>Acknowledgment &amp; Signature</p>	<p>Hector Fernández Ríos Arquitecto</p> <p><b>Studio tcs</b></p>
	<p>R3 PROGRAM REQUEST FOR PROPOSALS CDBG-DR-RFP-2018-03</p>
CONCEPTUAL DESIGN	
<p>Dwg. <b>G.100</b></p>	

Uto. Haroldo Higuera, FC-5 Andarae Street, Bayamon, Puerto Rico 00958-9565  
 Tel. 787.331.3801  
 Email: hector@studio-tcs.com



Space	Net area		Gross area	
	Area	units	Area	units
Front Porch	63.333	sq. ft.		
Kitchen	90.163	sq. ft.		
Dining	291.182	sq. ft.		
Living room	125.781	sq. ft.		
Powder Room	31.711	sq. ft.		
Corridors	62.448	sq. ft.		
<b>Total Ground Level</b>	<b>665.068</b>	<b>sq. ft.</b>	<b>744.137</b>	<b>sq. ft.</b>
<b>Total Second Level</b>	<b>545.425</b>	<b>sq. ft.</b>	<b>704.033</b>	<b>sq. ft.</b>
<b>Total area</b>	<b>1,210.49</b>	<b>sq. ft.</b>	<b>1,448.17</b>	<b>sq. ft.</b>

1  
 A106 Ground Floor Plan - Two Levels Three Bedrooms Model  
 Scale: 3/16" = 1'-0"  
 0 2 3 4 5 6 7 8 9 10 FT

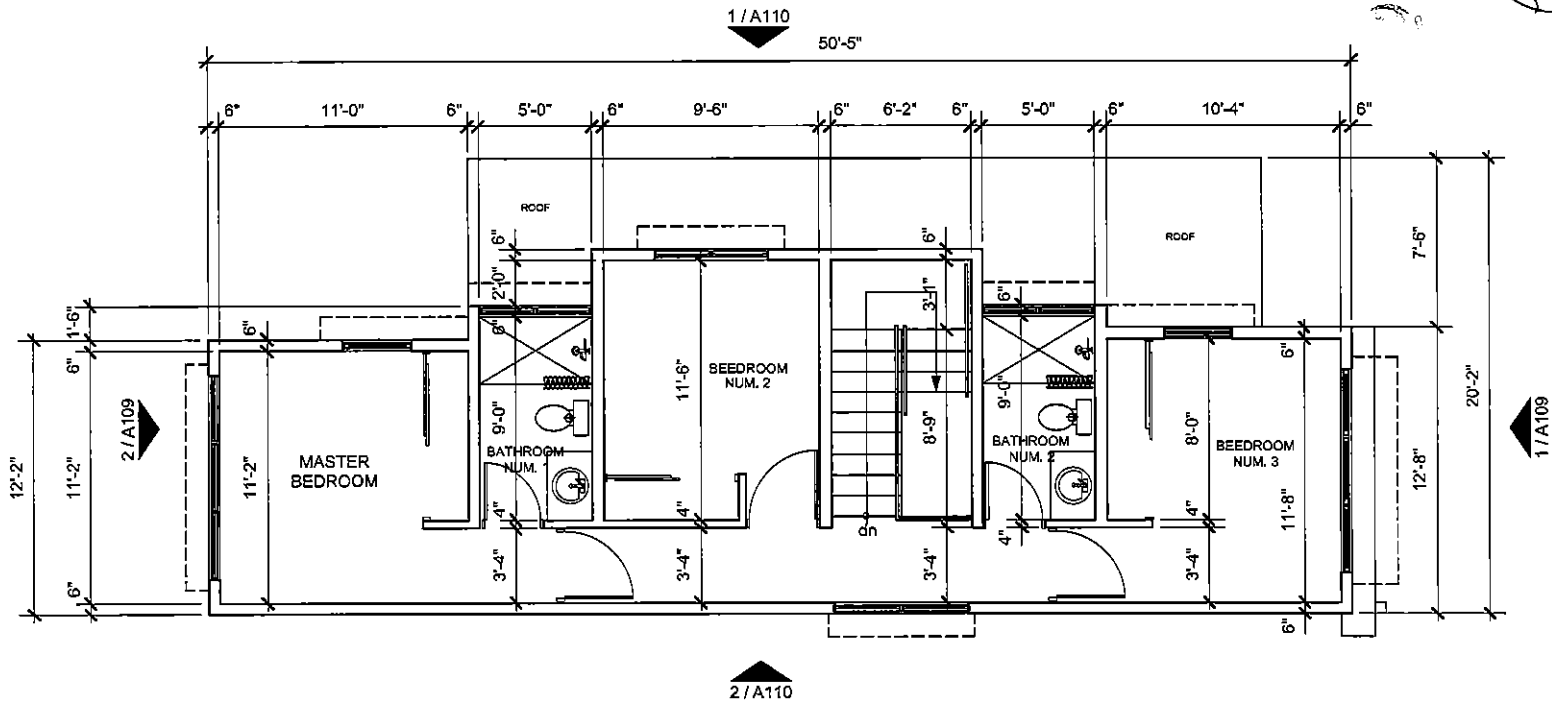
Architect Stamp & Signature  
 HÉCTOR FERNÁNDEZ RUIZ  
 Arquitecto  
 REGISTRO NACIONAL DE INGENIEROS Y ARQUITECTOS  
 C.R. 1000  
 Urb. Florida Heights, F.C.S. Andara Street, Bayamon, P.R. 00956-2554  
 Tel. 787.383.8804  
 e-mail: hectorruiz@nraa.com

**Studio fcs**

R3 PROGRAM  
 REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

**TWO STORY MODEL  
 THREE BEDROOMS UNIT  
 GROUND FLOOR PALM LAYOUT**

Dwg. **A106**



Two Levels Three Bedrooms Model second floor area				
Space	Net Area		Gross area	
	Area	units	Area	units
Master Bedroom w/ closet	134.523	sq. ft.		
Bathroom Num. 1	44.787	sq. ft.		
Bathroom Num. 2	44.787	sq. ft.		
Bedroom Num. 2	109.783	sq. ft.		
Bedroom Num. 3	112.757	sq. ft.		
Corridor and Stair	143.575	sq. ft.		
<b>Total second floor area</b>	<b>545.425</b>	<b>sq. ft.</b>	<b>704.033</b>	<b>sq. ft.</b>
<b>Total ground floor area</b>	<b>665.068</b>	<b>sq. ft.</b>	<b>744.137</b>	<b>sq. ft.</b>
<b>Total area</b>	<b>1,210.49</b>	<b>sq. ft.</b>	<b>1,448.17</b>	<b>sq. ft.</b>

1  
A107 Two Levels Model Second Floor Plan Layout  
Scale: 3/16" = 1'-0"

0 2 3 4 5 6 7 8 9 10 FT



Architect Stamp & Signature

Héctor Fernández Ruiz  
Arquitecto

**Studio 103**

R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDBG-DR-REP-2018-09

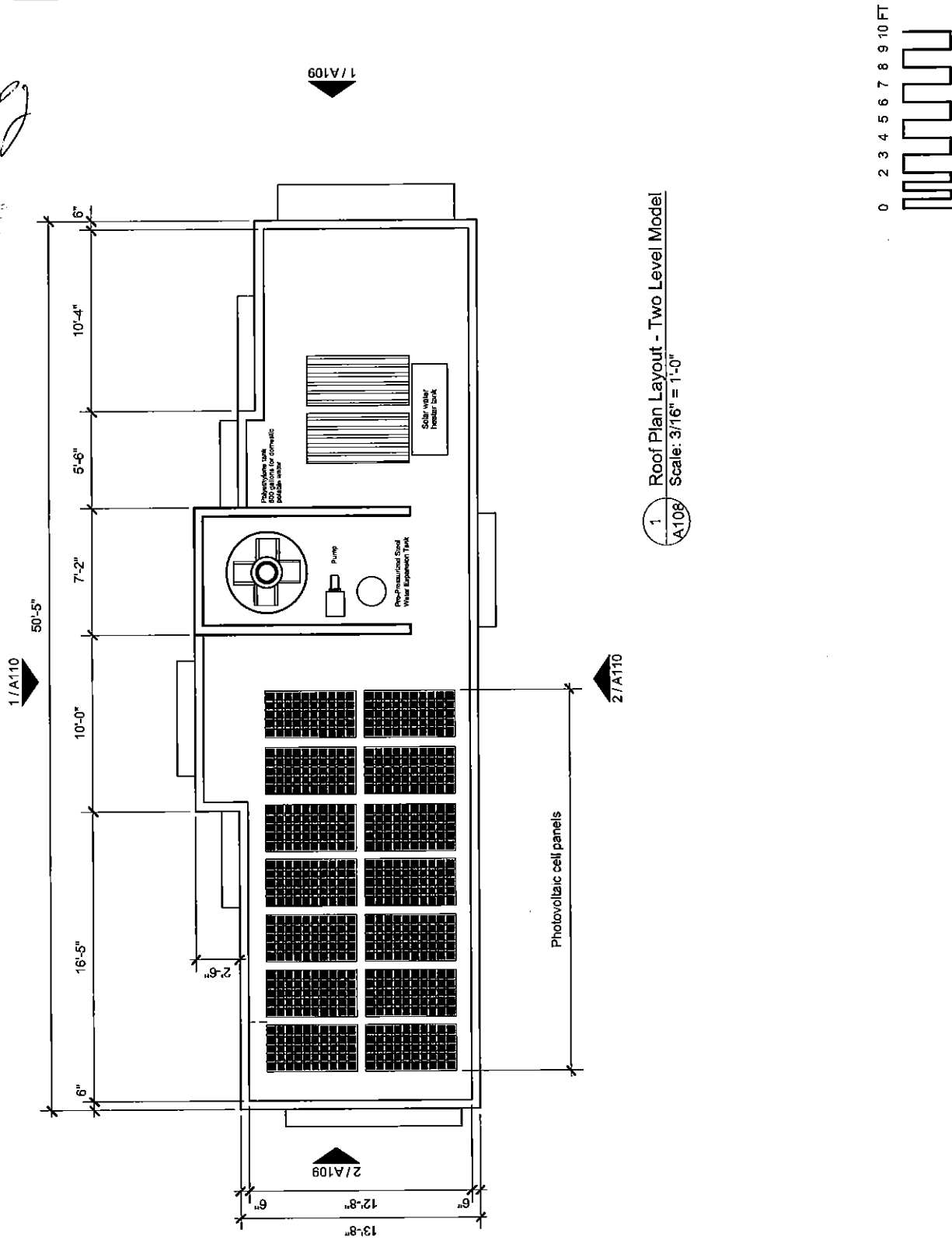
**TWO LEVELS MODEL  
THREE BEDROOMS**

**SECOND FLOOR PLAN LAYOUT**

Dwg.

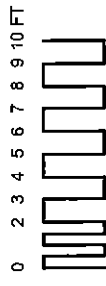
A107

Lic: Héctor Fernández Ruiz, F.C.S. A-Home Street, Bayamon, Puerto Rico 00954-5504  
 Tel: 781.362.8804  
 e-mail: hfernandezruiz@gmail.com



1 Roof Plan Layout - Two Level Model  
 Scale: 3/16" = 1'-0"

*Handwritten notes:*  
 [Signature]  
 [Circled mark]



Architect Stamp & Signature

Ricardo Fernandez Ruiz  
Architect

**studio rcs**

110, Plaza Heights, P.O. 5 Antares Street, Bayamo, Pinar del Rio 00956-6564  
Tel. 787.353.3004 e-mail: rickfer@studio.com

R3 PROGRAM

REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

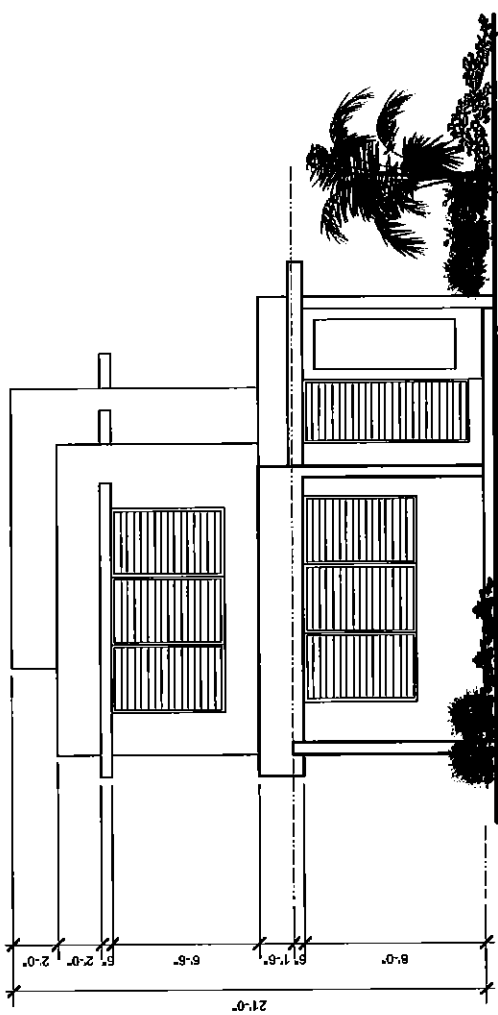
**TWO STORY MODEL**

**FRONT & REAR ELEVATIONS**

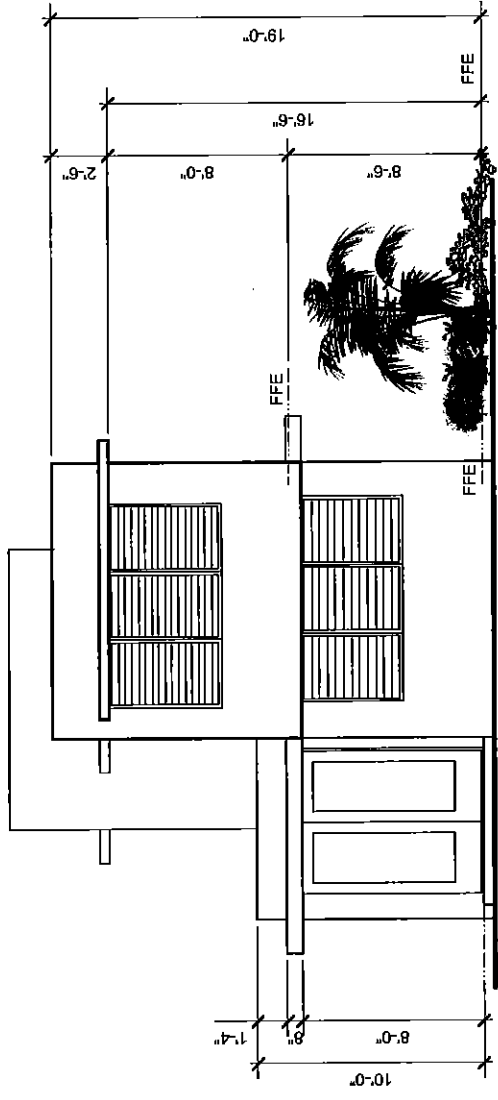
Sheet  
**A109**

*PA*

*Table*



1 Two Story - Three Bedrooms Model Front Elevation  
Scale: 3/16" = 1'-0"

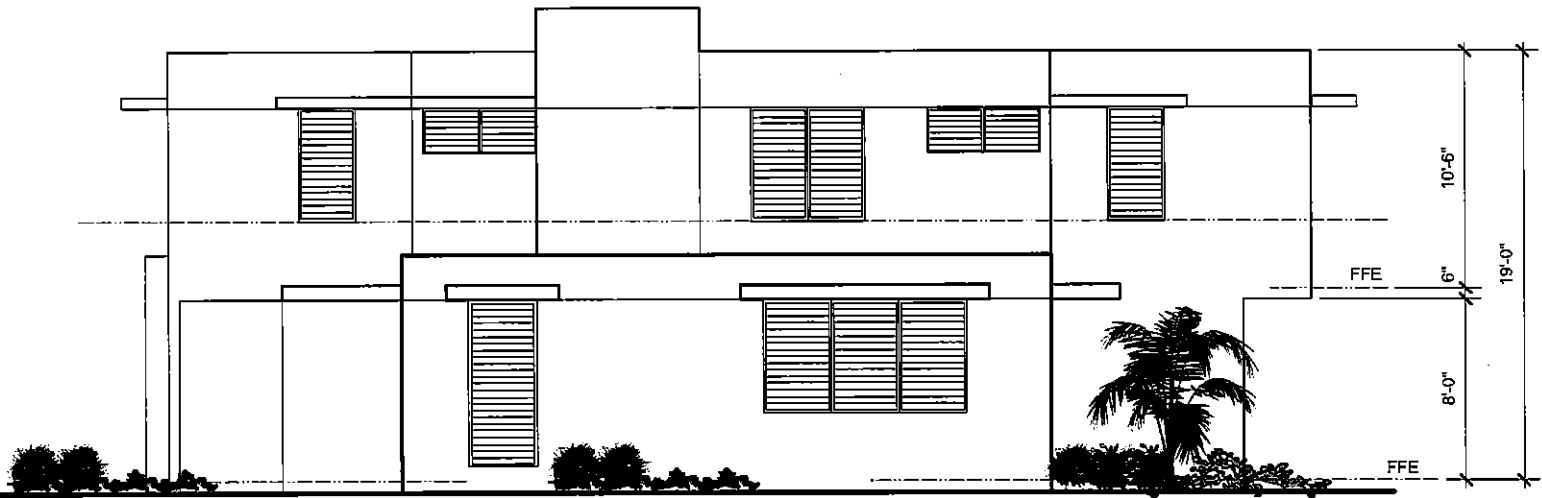


2 Two Story - Three Bedrooms Model Rear Elevation  
Scale: 3/16" = 1'-0"

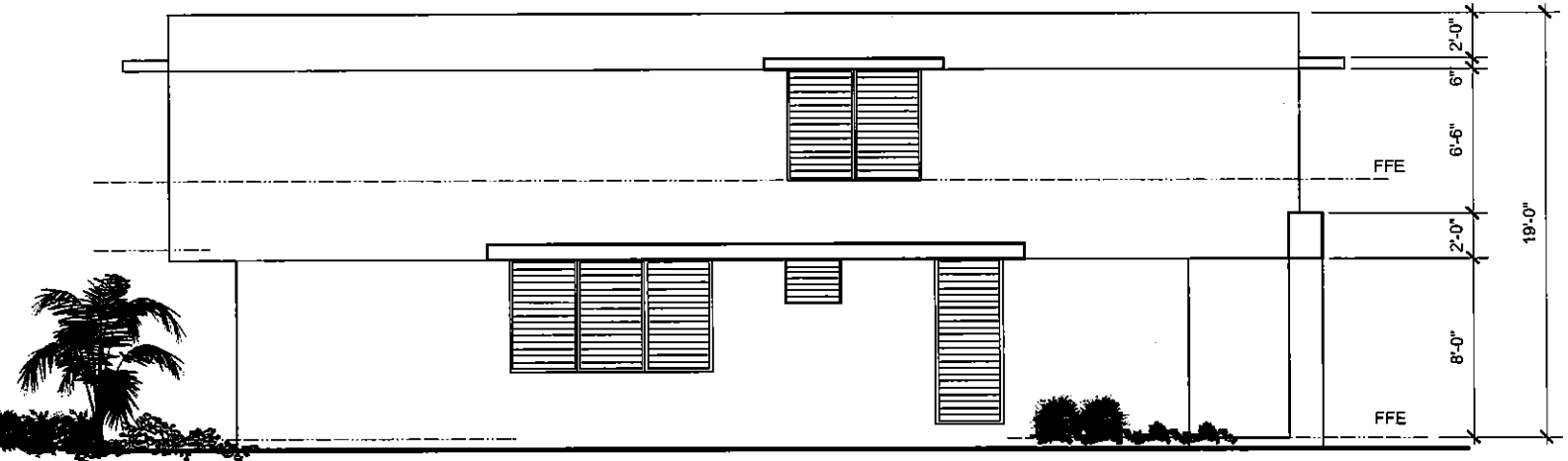




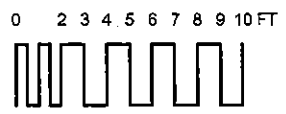
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1 Two Story - Three Bedrooms Model Lateral Elevation  
A110 Scale: 3/16" = 1'-0"



1 Two Story - Three Bedrooms Model Lateral Elevation  
A110 Scale: 3/16" = 1'-0"



Architect Stamp & Signature

Héctor Fernández Ruiz  
Arquitecto

**studio fcs**

Urb. Miraflores, F.C. Ariana Street, Bayamon, Puerto Rico 00995-5264  
Tel. 787.363.8804  
Email: hfernan@studiofcs.com

R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

**TWO STORY MODEL  
MAIN ELEVATIONS**

Dwg. **A110**


UP, Hilda Freytes, C-5 Avayas Street, Bayamon, Puerto Rico 00956-5541  
 TEL: 787.333.8804  
 e-mail: hce@ceidm.com



Architect Stamp & Signature

RECIBO FORMALIZACION DE  
**Studio TCS**  
 Arquitecto

R3 PROGRAM



REQUEST FOR PROPOSALS  
 CDBG-DR-RFP-2018-09

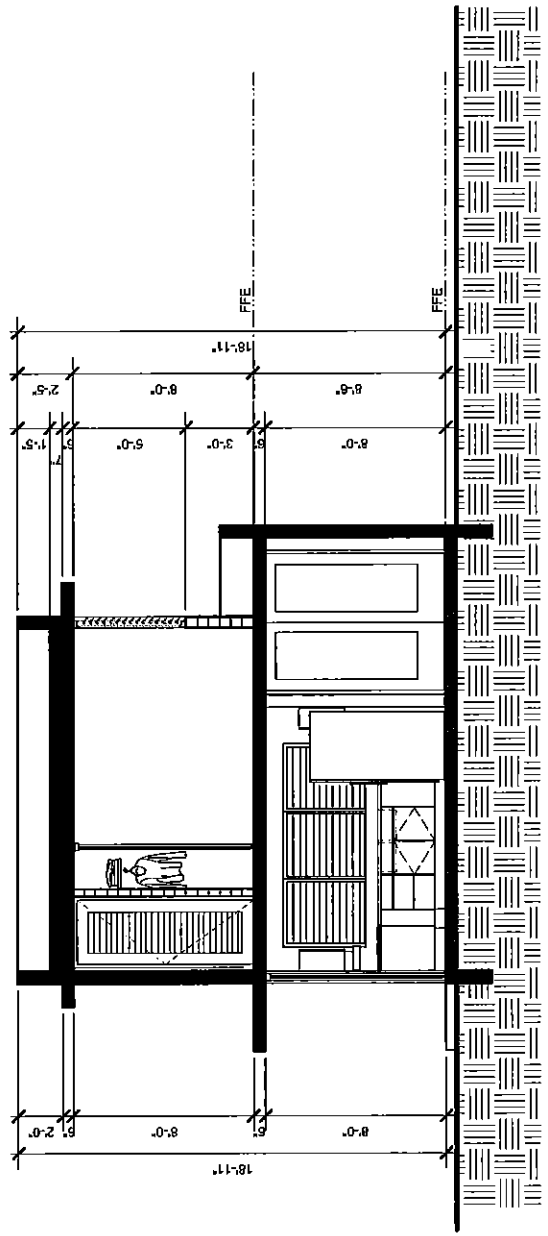
**TWO STORY MODEL**

SECTION

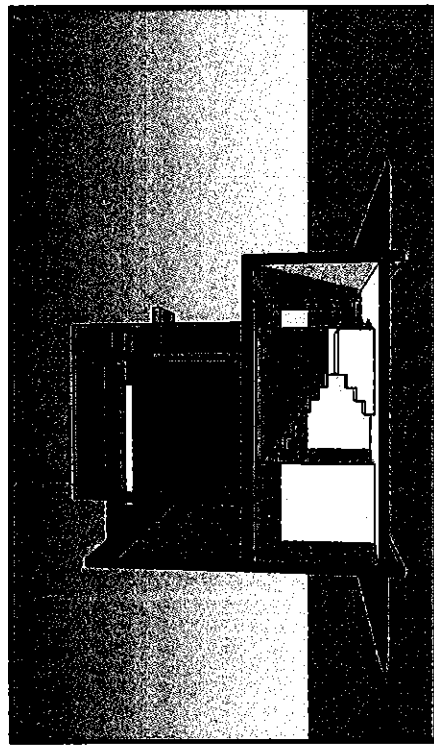
Sheet **A111**

*B*

*Folios*



1 Section  
 Scale: 3/16" = 1'-0"



2 Section Two Story Unit  
 Scale: 3/16" = 1'-0"

Urb. Irlanda Heights, P.O. 5-Avenue Street, Bayamon, Puerto Rico 00954-5054  
Tel: 787.263.8504  
e-mail: hecht@studio1c3.com



ARQUITECTOS  
ESTUDIO 1C3



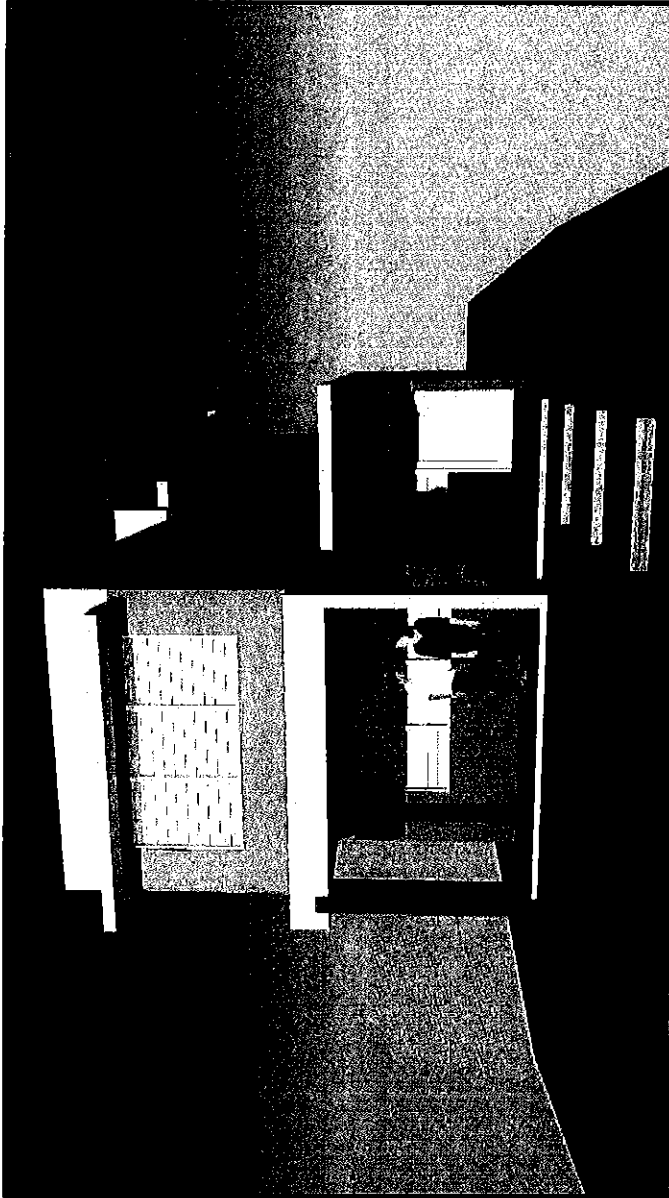
R3 PROGRAM  
REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09



# TWO STORY MODEL CONCEPTUAL VIEW

Sheet  
**A115**

*B*  
*10/18/18*



3 Conceptual Renderings - Two Story Unit  
Scale: 3/8" = 1'-0"

**Description of the LiteDeck System**

**General:**

The LiteDeck System consists of interlocking rigid polystyrene foam plastic panels with inserted steel or wood stiffeners, and is a permanent formwork for reinforced concrete slabs and slabs. The system is an ICF (Insulated Concrete Form) panel for floors and roofs to be used in residential and commercial applications.

**Fire Resistance Rating:**

LiteDeck formwork has a 1.5 hour fire resistance rating based on the test results which were made in compliance with ASTM E 119-00. See Fire Resistance Rating Test (ASTM E 119-00) SFR1 - Test Project No. 01.11.579.01.001

**Sound Transmission Class:**

A concrete floor's ability to reduce the transmission of outside, ambient sound is rated by a Sound Transmission Class (STC) value. The higher the STC value, the better the barrier to ambient sound pollution. LiteDeck Floor with 3-inch Concrete Cover and 14-inch load-bearing Concrete Deck.

**STC by Test - 57**

STC by Calculation - 54 - With 1/2" Drywall attached direct to LiteDeck stiffeners

STC by Calculation - 57 - With 1/2" Drywall attached with Resilient Clips

LiteDeck Floor with 3-inch Concrete Cover, 14-inch load-bearing Concrete Deck, 1/2" Carpet w/Pad

**STC by Test - 49**

STC by Calculation - 52 - With 1/2" Drywall attached direct to LiteDeck stiffeners

STC by Calculation - 56 - With 1/2" Drywall attached with Resilient Clips

**R-Value:**

The resulting value of LiteDeck forms is achieved by the use of EPS (Expanded Polystyrene) insulation. By test (C177 or C518), the insulating value of the EPS used in LiteDeck Base Sections is R-4.40 (@ 25-degrees F) per inch of thickness.



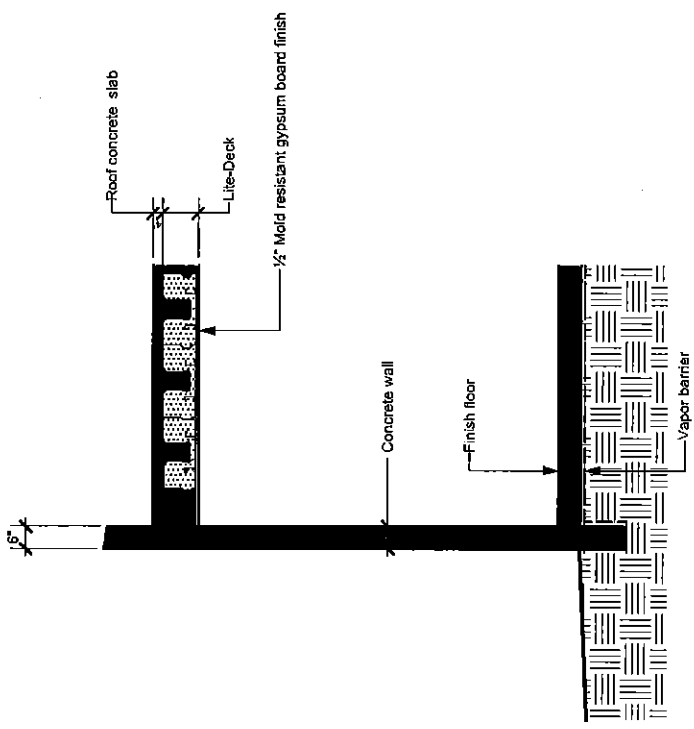
Match the EPS to the manufacturer's instructions for installation.

*Handwritten initials/signature*

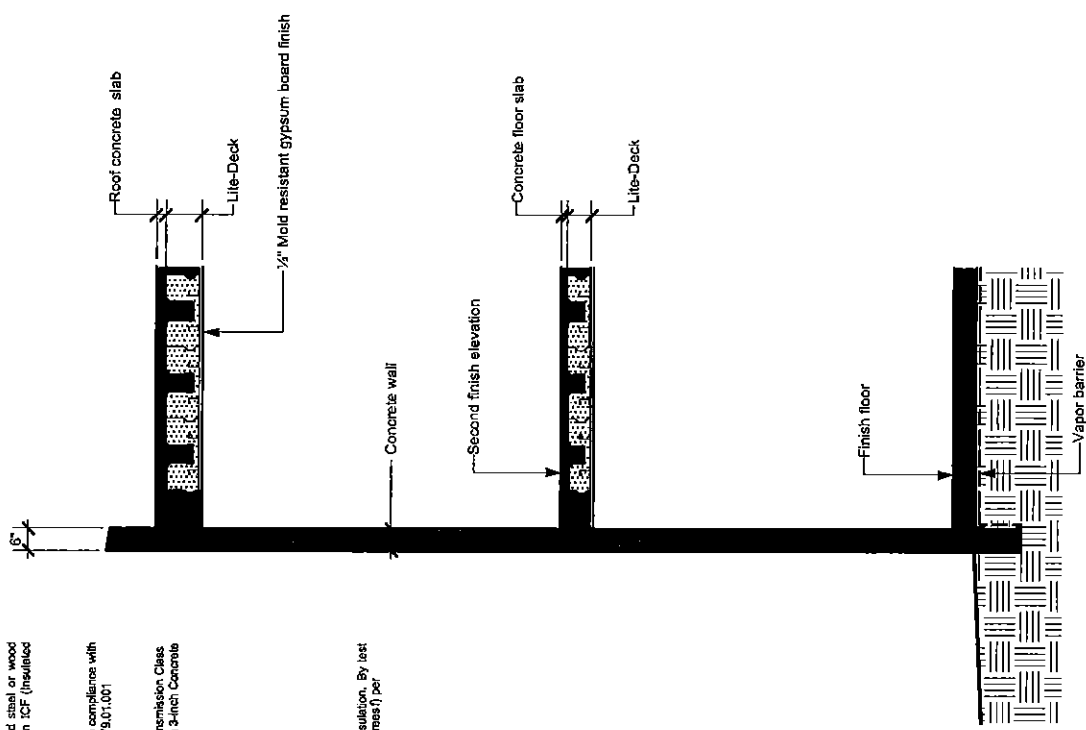
**Andrew Stamp & Synature**  
Professional Engineer  
License No. 4418  
State of Florida

**Studio ICS**  
Interior Architecture  
Hazard Form Index Rule

U.S. Florida Highway, P.O. Box 5554  
Tallahassee, Florida 32309  
Tel: 904.388.8801  
Email: info@studioics.com



**1** One Story Model Typical Wall Section  
Scale: 3/8" = 1'-0"



**2** Two Story Model Typical Wall Section  
Scale: 3/8" = 1'-0"

**R3 PROGRAM**

REQUEST FOR PROPOSALS  
CDBG-DR-RFP-2018-09

**TYPICAL WALL SECTION**

Drawn: **A.112**



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

**ATTACHMENT 2**  
**SCOPE OF WORK**

**Request for Proposals**

**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant – Disaster Recovery  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2018-09  
(Revised for Negotiations on August 8, 2019)**

This document defines the Construction Management tasks that the Proposers must perform in order to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local requirements and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery Program (CDBG-DR) allocation. A detailed description of the Housing CDBG-DR programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan, and proposed amendment are available at [www.cdbg-dr.pr.gov/action-plan](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;

A handwritten signature in black ink, appearing to be "J. Garcia", located on the left side of the page.

- 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

damaged by Hurricanes Irma or María. The Construction Managers will be key components of the R3 Program, which includes other services like: Call Center Operations; Program Managers; Cost Estimators; and Environmental Consultants; among others. It is expected that Selected Proposers actively coordinate and frequently engage with other stakeholders of the R3 Program.

There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

### 1.2. Single-Family Repair, Reconstruction, or Relocation Program (R3 Program)

The focus of the R3 Program is to provide relief for those who were impacted by Hurricanes Irma and Maria while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance under this Program will be provided under three primary avenues: repair, reconstruction, and relocation (R3). Within the reconstruction or relocation venues, demolition of substantially damaged dwellings is an eligible activity.

Under the R3 Program all repair, reconstruction and new construction activities will be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigation against impacts from future disasters. The Selected Proposers will implement design and construction methods that emphasized quality, durability, energy efficiency, sustainability, and mold resistance.

The R3 program provides funding to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with applicable construction codes and standards. The repair and reconstruction venues return otherwise displaced families to their homes at their same community. Homes become eligible for reconstruction or relocation when (a) the property estimated cost of repair exceeds the lesser of \$60,000 or 50% of the home's current value – as confirmed through program inspection, (b) the property is determined to be substantially damaged by an authority having jurisdiction, or (c) if a feasibility inspection determines that reconstruction is required. Homes meeting these criteria will be reconstructed and will include resilient measures in structural materials. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) may be built in a new vacant lot or the homeowner may purchase an existing home at fair market price under the relocation venue. Construction of replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code and must incorporate Green Building features. Homes with existing damage equal to or less than \$60,000 or 50% of the current home's value, whichever is lesser, will be repaired in compliance with the applicable building codes and standards, including the International Existing Building Code and HUD CPD Green Building Retrofit checklist.

The general objectives of the R3 Program are:

- To return displaced homeowners;
- To reconstruct housing to higher resilience standards;
- To revitalize weak and aging housing stock; and
- To move households out of unsafe conditions.

## 2. Construction Managers

The Selected Proposer(s) are expected to strengthen the R3 Program by providing their expertise, experience, and knowledge of design, construction, and contract administration to each project undertaken.

### 2.1. Objectives

Objectives for the Construction Managers include, but are not limited to, the following:

- Reduce the process and time from the award of benefits to applicants to projects' completion;
- Reduce the risks and legal burden to PRDOH and the R3 Program;
- Control costs and reduce budget overruns;
- Standardize the document controls while reducing the submittal burden on the PRDOH and its representatives;
- Improve the quality of documentation;
- Standardize designs/solutions while reducing the submittal burden on PRDOH and its representatives;
- Expedite and optimize solutions to any unforeseen conditions, while reducing contract modifications;
- Increase quality control and quality assurance in the overall R3 Program;
- Increase project safety while reducing liability to the R3 Program;
- Standardize and expedite the close-out process of projects; and
- Increase the compliance with green building initiatives/checklists.

### 2.2. Duties and Responsibilities

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

- Obtaining copies Damage Assessment Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Obtaining copies of the Environmental Review Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Delivering the Lead and Asbestos pamphlets for the assigned cases to the homeowners, during the pre-construction conference for projects;
- Obtaining copies of Homeowners' authorization to access and work on property, before starting any repair or reconstruction work; and
- Obtaining copies of Homeowners' waiver of liability to remain on the property during construction, if applicable. These waivers shall be obtained during the pre-construction conference with the Homeowner.

### 2.3. Construction Manager Levels

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

#### 2.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 1 Construction Managers:



- 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.

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### 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

This section details minimum staffing that will be required from the Construction Managers in order to perform the tasks required for the R3 Program. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. **All subcontractors to be used by the Construction Managers will need to be approved by the PRDOH or its representatives.**

### 3.1. Staff Requirement

Proposers shall have or will secure, at their own expense, all personnel required in performing the tasks under the Construction Managers Contract. PRDOH expects the Selected Proposers to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard or following the code of ethics. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

### 3.2. Staff Experience and Qualifications

Proposers must provide detailed information about the experience and qualifications of the Principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposers shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposers' own staff and staff from any subcontractors to be used. The Proposers should demonstrate that their staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (MBE/WBE's).

Proposers must include information regarding their administrative capacity, design and construction experience in similar construction projects, personnel, consultants, equipment, software capabilities, document controls, safety record, and quality control procedures. The Selected Proposers must have retained, and must maintain over the life of the contract, as a minimum, the following key staff resources:

#### 3.2.1. Senior Project Manager

The resource assigned as Senior Project Manager will be the main point of contact between the PRDOH and the Construction Manager. He / She shall be available on-call and attend R3 Program meetings with the PRDOH and the top management of the R3 Program. The Senior Project Manager responsibilities include the following:

- Formulate, organize and monitor the overall performance;
- Define objectives and strategies to achieve program success;
- Making key decision to accomplish the program's objectives;
- Coordinating cross-phases activities;
- Lead, train and evaluate other senior staff and their performance;
- Developing and managing the master schedule of the projects;
- Developed deadlines and complete milestones;
- Coordinating various components of projects to ensure the on-time delivery of the overall milestones;

- Manage and control the Construction Manager's budget;
- Identifying and allocating resources to the organization;
- Assess risk and manage changes in the projects;
- Assess program performance for the continues improvement;
- Assume responsibility for the organization's performance and its staff;
- Prepare and explain the executive reports to the Owner and its Representatives; and
- Any other function required to support the R3 Program.

The Senior Project Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge of program management, regulatory compliance, construction, and statutory compliance for CDBG disaster recovery or similarly complex programs/projects. Should be fluent in English and Spanish languages. Must have a bachelor's degree from an accredited institution and at least fifteen (15) years of experience as project manager on construction projects. Experience in design-build projects is preferred.

### 3.2.2. Lead Design Manager

The resource assigned as Lead Design Manager shall work together and under the direct supervision of the Senior Project Manager to control the planning/design phase of the R3 projects. The Lead Design Manager will supervise the design team, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the design phase;
- Assigning tasks and managing the design team's personnel;
- Identifying and allocating resources to the design phase;
- Assisting the Senior Project Manager in the risk assessment for the design phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the design issues;
- Owning and pursuing outstanding design issues;
- Coordinating various components of projects to ensure the on-time delivery of the design tasks and deliverables, like schematic design, final design documents, code compliance, submittals, request for information, etc.;
- Promoting inter-team communication and keeping all the design team informed;
- Managing the individual group leaders of the design team;
- Assisting the Senior Project Manager in the evaluation of design team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the design phase;
- Assisting the Senior Project Manager with status reports and presentations for the design phase;
- Promoting high quality standard for the design phase;
- Promoting ethical behaviors and work ethic within the design team;
- Ensure the compliance of the R3 projects with resilience and sustainable design;
- Ensure the compliance of the R3 projects with the Housing Quality Standard and codes;
- Assuming responsibility for work products of the design team; and
- Any other function required to support the R3 program.

The Lead Design Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in planning, design, code compliance, sustainable design, accessible design, contract administration and design team management in CDBG disaster recovery or similar construction programs/projects. The Lead Design Manager must have:

- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Experience with design-build projects;
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects and Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as design manager in the construction industry; and
- At least five (5) years of experience designing housing or residential projects.

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### 3.2.3. Lead Permit Manager

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The resource assigned as Lead Permit Manager shall work together and under the direct supervision of the Senior Project Manager to control the permitting and environmental aspects of the R3 projects. The Lead Permit Manager will supervise the permits and environmental team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the permitting and environmental activities;
- Assigning tasks and managing the permits and environmental team's personnel;
- Identifying and allocating resources to the permitting and environmental activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and environmental issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the permitting and environmental issues;
- Owning and pursuing outstanding permits, endorsement and environmental issues;
- Coordinating various components of projects to ensure the on-time delivery of permits and environmental deliverables, like lead abatement, asbestos abatement; erosion controls, construction permit, etc.;
- Promoting inter-team communication and keeping all the permits and environmental team informed;
- Managing the individual group leaders of the permits and environmental team;
- Assisting the Senior Project Manager in the evaluation of permits and environmental team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the permitting and environmental activities;
- Assisting the Senior Project Manager with status reports and presentations for the permitting and environmental activities;
- Promoting best management practices in the permitting and environmental activities;
- Promoting ethical behaviors and work ethic within the permits and environmental team;
- Assuming responsibility for work products of the permits and environmental team;

- Assuming responsibility for permits and environmental issues of the R3 projects during the planning, design, construction and closeout phases; and
- Any other function required to support the R3 program.

The Lead Permit Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in permitting, environmental compliance, sustainable design, contract administration and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Permit Manager must have:

- A bachelor's or master's degree from an accredited institution in and environmental or engineering related field;
- At least ten (10) years of experience as team manager in the environmental or construction industry; and
- At least five (5) years of experience in permit processing for housing or residential projects.

#### **3.2.4. Lead Procurement Manager**

The resource assigned as Lead Procurement Manager shall work together and under the direct supervision of the Senior Project Manager to control the purchasing, procurement and financial aspects of the R3 projects. The Lead Procurement Manager will supervise the procurement team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the procurement activities;
- Assigning tasks and managing the procurement team's personnel;
- Identifying and allocating resources to the procurement activities;
- Assisting the Senior Project Manager with the risk assessment of procurement issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in cost control, record keeping, auditing and procurement issues;
- Owning and pursuing outstanding procurement issues;
- Ensure the diligent preparation of submittals' packages and tracking their approval;
- Coordinating various components of projects to ensure the on-time delivery of purchased good or services;
- Promoting inter-team communication and keeping all the procurement team informed;
- Managing the individual group leaders of the procurement team;
- Assisting the Senior Project Manager in the evaluation of procurement team staff and performance;
- Assisting the Senior Project in the controls of the budget for the procurement activities;
- Assisting the Senior Project with status reports and presentations for the procurement activities;
- Promoting best accounting practices in the procurement activities;
- Promoting ethical behaviors and work ethic within the procurement team;
- Assuming responsibility for work products of the procurement team;
- Assuming responsibility for standardization and procurement issues during the construction phase; and
- Any other function required to support the R3 program.

The Lead Procurement Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in cost control, record keeping, best accounting practices, purchasing process, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Procurement Manager must have:

- A bachelor's or master's degree from an accredited institution in financial, business, engineering, or economic related fields;
- At least ten (10) years of experience as team manager in the accounting, financial or procurement industries; and
- At least five (5) years of experience with construction projects, facilities management or real estate management.

### 3.2.5. Lead Construction Manager

The resource assigned as Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the R3 projects. The Lead Construction Manager will supervise the construction team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the construction phase;
- Assigning tasks and managing the construction team's personnel;
- Identifying and allocating resources to the construction phase;
- Assisting the Senior Project Manager in the risk assessment for the construction phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the construction and constructability issues;
- Owning and pursuing outstanding construction issues;
- Coordinating various components of projects to ensure the on-time delivery of the construction tasks and deliverables;
- Promoting inter-team communication and keeping all the construction team informed;
- Managing the individual group leaders of the construction team;
- Assisting the Senior Project in the evaluation of construction team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the construction phase;
- Assisting the Senior Project with status reports and presentations for the construction phase;
- Promoting high quality standard for the construction phase;
- Promoting ethical behaviors and work ethic within the construction team;
- Assuming responsibility for work products of the construction team; and
- Any other function required to support the R3 program.

The Lead Construction Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in construction (method, materials, equipment, etc.), Puerto Rico Building Code, safety, scheduling, contract administration, and construction management in CDBG disaster recovery or similar construction programs/projects. The Lead Construction Manager must have:

- 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;

- 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:

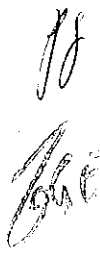
- A bachelor's from an accredited institution;
- Knowledge of OSHA regulations with regards to construction;
- 30 hour of OSHA training (OSHA trainer certificate preferred);
- Ability to train, influence, and motivate groups and team members;
- Clear understanding of specific safety issues related to 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.

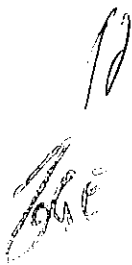
The Lead Quality Control Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality control, quality assurance, commissioning, contract administration, and team management in CDBG 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.

### 3.2.8. Lead Human Resource Manager

The resource assigned as Lead Human Resource Manager shall work together and under the direct supervision of the Senior Project Manager to control the labor regulation compliance and staffing aspects of the R3 projects. The Lead Human Resource Manager will supervise the Human Resource team of the R3 program, with the following responsibilities:

- Development, implementation and enforcement of the program's personnel policy and employee manual for the R3 projects;
- Development, implementation and update of the projects' specific staffing plan for the R3 projects;
- Assist and track the subcontractor with the labor laws and regulation compliance for the R3 projects;
- Documenting, tracking and resolving staffing issues, complains and discipline;
- Preparing and conducting meetings and trainings with the group leaders of the human resource team;
- Assigning tasks and managing the human resource team's personnel;
- Identifying and allocating resources to the human resource activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the human resource issues;
- Ensuring the Selected Proposer and its lower tier contractors, document and comply with Executive Order OE-2018-033 "EXECUTIVE ORDER OF THE GOVERNOR OF PUERTO RICO, HON. RICARDO ROSELLO-NEVARES, TO INCREASE THE MINIMUM WAGE OF CONSTRUCTION WORKERS, TO BRING INTO FORCE THE LAWS REQUIRING THE USE OF CEMENT PRODUCED IN PUERTO RICO, AND TO REQUIRE THE USE OF LABOR AGREEMENTS IN PUBLICLY FUNDED CONSTRUCTION PROJECTS";
- Owning and pursuing outstanding labor compliance related issues for the Selected Proposer and its subcontractors.
- Knowledge in the following subjects, but not limited to: minimum wage, the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: PRDOH documentation, labor compliance certifications, payroll weekly statement of compliance; worker classification system, and employee interviews;
- Promoting inter-team communication and keeping all the human resource team informed;
- Managing the individual group leaders of the human resource team;
- Assisting the Senior Project Manager in the evaluation of the resource team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the labor compliance activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the human resource activities;
- Promoting safe, healthy, fulling workplace, and fair compensation in all phases of the R3 projects;




- Promoting ethical behaviors and work ethic within the human resource team;
- Assuming responsibility for work products of the human resource team;
- Assuming responsibility for labor compliance issues during the all the phases of the R3 projects; and
- Any other function required to support the R3 program.

The Lead Human Resource Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in labor law, conflict resolution, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Human Resource Manager must have:

- A bachelor's or master's degree from an accredited institution in business administration, laws, or human resource fields;
- Knowledge in Best Human Resource practical to the construction industry;
- At least ten (10) years of experience as team manager in the human resource or labor laws fields; and
- At least five (5) years of experience in human resource or labor laws compliance in the construction industry.



### 3.2.9. Lead Warranty Manager



The resource assigned as Lead Warranty Manager shall work together and under the direct supervision of the Senior Project Manager to control the final turn over and warranty phase of the projects of the R3 projects. The Lead Warranty Manager will supervise the warranty team of the R3 program, with the following responsibilities:

- Development, tracking, and certifying the projects' specific closeout checklist and binder for the R3 projects;
- Preparing and certifying the closeout procedures and documentation, related to the closeout process, including but limited to: checklist, record documents, permits, taxes, certification, insurances, and warranties;
- Preparing and conducting closeout and warranty meeting with the group leaders of the warranty team and stakeholders;
- Assigning tasks and managing the warranty team personnel;
- Identifying and allocating resources to the warranty activities;
- Owning and pursuing outstanding closeout and warranty issues, like, but not limited to: final inspections, non-conformance work, and outstanding debts;
- Coordinating various components of projects to ensure the on-time delivery of closeout and warranty deliverables, including but limited to: record drawings, record specifications, closeout binder, warranty certifications, master plumber certification, professional electrician certification, commissioning, and final cleaning;
- Promoting inter-team communication and keeping all the warranty team informed;
- Managing the individual group leaders of the warranty team;
- Assisting the Senior Project Manager in the evaluation of warranty team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the warranty activities;

- Assisting the Senior Project Manager with status reports, trainings and presentations for the closeout and warranty activities;
- Promoting ethical behaviors and work ethic within the warranty team;
- Assuming responsibility for work products of the warranty team;
- Assuming responsibility for the closeout and warranty issues during the closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Warranty Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Warranty Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- At least ten (10) years of experience as team manager in the construction industry; and
- At least five (5) years of experience in the construction industry for housing or residential projects.

### 3.3. Organizational and Staffing Plan

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor), position, rank and relationship of the personnel performing any Construction Manager services or planned to work on the R3 Program. The Proposers' organization and staffing plan shall specifically include the required number of personnel, roles, and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

## 4. Deliverables and Milestones

The Selected Proposers are responsible to complete the specific activities and task for the R3 Program as describe in this section. These deliverables must be produced in a timely manner with the utmost diligence. The PRDOH or its representatives could modify (reduce or expand) theses deliverables or milestones, as required by the R3 Program circumstances. The deliverables required in this section will be presented in the Proposers schedules as milestones of the program or the projects.

### 4.1. Planning and Design Deliverables for Replacement Homes

The PRDOH will require three (3) phases of design for replacement homes (to be implemented under the reconstruction and relocation venues of the R3 Program). The first phase is the Conceptual Design. The second phase is Design Development. The third phase is the Construction Documents Phase. For repair works to be performed under the Program only Phase III of design (Construction Documents Phase) will apply. All Proposers will present their design alternatives for review in the following phases and timeframes.

#### 4.1.1. Conceptual Design (Phase I)

The conceptual design for single-story and two-story 3-bedroom Model Homes will be submitted as part of the Proposals. For single-story and two-story 2-bedroom and 4-bedroom Model Homes the conceptual designs will be submitted after contract execution. Proposers must submit all the necessary information to clearly explain the design and construction technique intentions. The information and drawings for the Model Homes must clearly express the designer's intents in the following concepts:

- Appearance and aesthetics;
- Functionality and universal design;
- Areas and space distribution;
- Quality of proposed materials;
- Construction methodology and innovation; and
- Sustainability and resiliency.

#### 4.1.1.1. Drawings

For conceptual design purposes one facade will be presented for each Model Home. The base model designs will be illustrated in floor plan, elevations, and sections drawings with a graphic scale. It is not necessary to include a site plan drawing in this phase. These renderings should be produced in standard commercial software like AutoCAD®.

#### 4.1.1.2. Renderings

Conceptual designs must include color renderings of **(i)** a perspective view of the home, **(ii)** a 3D view of the front-façade, and **(iii)** a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper. The hardcopy illustrations must have a high-quality printing and paper. Digital copy of the rendering could be required as part of the RFP evaluation process. These renderings should be produced in standard commercial software like Revit® or SketchUp®.

#### 4.1.1.3. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: **(i)** the codes and versions of such codes to be used for the Model Homes, **(ii)** the spaces provided and layout functionality, **(iii)** the proposed construction materials, **(iv)** the proposed construction methods to be used, **(v)** any energy efficiency or water conservation considerations, **(vi)** any sustainable design considerations, **(vii)** the expected time for construction, **(viii)** any necessary strategies to meet designated budgets; and **(ix)** how the home will comply any of the Green Standards set forth in this Scope of Work.

#### 4.1.1.4. Document Format

Drawings, renderings and design narrative must be presented in an 11" x 17" (tabloid) bound booklet. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: design narrative, cover sheet, floor plans and room legend, sections, elevations, 3D drawings and other documents. Digital files must be supplied in CD or DVD disc(s).

#### 4.1.1.5. Schedule of Deliverables

Time is of the essence for the R3 Program and the disaster recovery efforts. The Proposers shall be responsible for completing the conceptual design activities and must produce the products or services required within the following timeline:

- **Conceptual Designs for all Model Homes (Standard and ADA Compliant, single- and two-story):** To be submitted within ten (10) calendar days from contract execution.

#### 4.1.2. Design Development (Phase II)

The Selected Proposers will submit a more detailed presentation of all the Model Homes for the evaluation and approval of the PRDOH or its representative. The Proposers should expect frequent communications, clarifications, and meetings with PRDOH or its representative. During this phase the Selected Proposers will prepare a standard: cost estimate, drawings, technical specification and permits, for the Model Homes.

##### 4.1.2.1. Drawings

The Selected Proposers shall develop and submit drawings for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These drawings will illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. The drawings must include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical drawings. These renderings should be produced in standard commercial software like AutoCAD®.

##### 4.1.2.2. Technical specification

The Selected Proposers shall develop and submit technical specifications for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These specifications will describe the materials, products, quality, testing, construction method, and execution. Technical specifications are to include, as a minimum, the following: general requirements; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; exterior improvements; and utilities. The technical specifications should be produced in standard commercial software like MasterSpec®.

##### 4.1.2.3. Renderings

The Selected Proposers shall develop and submit for all the Home Models (standard) color renderings of (i) a perspective view of the home, (ii) a 3D view of the front-façade, and (iii) a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper and digital copy. The hardcopy illustrations must have a high-quality printing and paper. These renderings should be produced in standard commercial software like Revit® or SketchUp®.

##### 4.1.2.4. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: (i) the codes and versions of such

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 8-1/2" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

#### 4.1.2.7. Permits and Endorsement

The Selected Proposers shall prepare, submit, and obtain all preliminary construction permits and endorsements for all the Model Homes. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to a preliminary construction permit as per OGPe ("Oficina de Gerencia y Permisos" for its Spanish Acronym) guidelines for designs for which no site has been selected.

#### 4.1.2.8. Schedule of Deliverables

Time is of the essence for the R3 Program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the design development activities and must produce the products or services of this section in the following timeline:

- **Design Development Documents and Applicable Permits for all Model Homes (Standard and ADA Compliant, single- and two-story):** To be submitted within twenty (20) days from the PRDOH's or its representative's approval of the Conceptual Design Phase.

PRDOH and its representatives will evaluate all documents submitted, and issue comments or approve them within ten (10) days of receipt.

#### 4.1.3. Final Construction Documents (Phase III)

The Selected Proposers will develop and submit the final construction documents for all the repair and replacement home construction. For repair works this is the only design submission required for the R3 Program. The final construction documents will include all revisions required by the

PRDOH or its representative, as well as the final permits approval for construction. This phase of design will be executed by the Selected Proposers upon assignment of homes through the R3 Program. Homeowners, when a replacement home is to be constructed, will select the façade for the home, paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that has no impact on costs.

#### **4.1.3.1. Project Site and Conditions**

The Selected Proposers will assess the specific property to complete the design. Construction Managers will be expected to diligently engage its organization to complete the civil and structural analysis, and design.

#### **4.1.3.2. Drawings**

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

#### **4.1.3.3. Technical specification**

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

#### **4.1.3.4. Document Format**

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

#### **4.1.3.5. Permits and Endorsement**

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



#### 4.1.3.6. Schedule of Deliverables

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

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

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

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



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 fail and it becomes the most prudent action to take. Selected Proposers will be responsible for implementing any means to mitigate negative environmental impacts for projects, including lead and asbestos abatement measures.

### 7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead form dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

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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 goods, 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

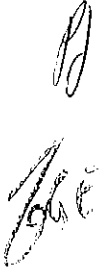
- Any other pertinent information to the Damage Assessment Report.

## 9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

- Facilitates communication and provides consistency amongst the PRDOH and its vendors (including Construction Managers);
- Ensures applicants are treated fairly during award determination process;
- Prevents unfair and unbalanced treatment to applicants;
- And facilitates the review and approval of applications for payment and change orders for Construction Managers.

The R3 Program will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use pricing information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactaware's Pricing Lists have been used in other implementations of CDBG-DR Programs all through the United States (e.g. Louisiana, North Carolina, Texas, West Virginia, etc.) and has been accepted by HUD as of reasonable cost.

 Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X\_JUN19** for Puerto Rico and for the month of June 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

Xactaware's Pricing Lists are published through Xactimate Software. Therefore, Construction Managers are required to acquire, maintain, and pay for Xactimate Licenses while under an engagement with the PRDOH for Construction Management Services.

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

Xactaware's Pricing Lists in combination with any Additional Line Item List published by PRDOH are the **Program Unit Price List**. All work performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as with the Minimum Architectural and Design Standards included as **Attachment 8** to the RFP.

### 9.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the R3 Program. Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of indirect expenses (general overhead) such as (i) salaries and benefits of employees and personnel like bookkeepers, executives, administrative personnel, purchasing staff, estimators, and anyone else working on the central offices and not directly employed on a specific project; (ii) any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes; (iii) any physical property including vehicles and associated cost; (iv) costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; (v) and depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business. Overhead is also inclusive of any direct expenses (job overhead) such as (i) cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space; (ii) project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and job superintendents, among other employed on-site staff; (iii) temporary facilities such as on-site offices and other temporary structures like tool sheds, on-site container storage, temporary barricades, railing, ramps, walls, and protection; (iv) temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees; (v) cost for drinking water for on-site staff and workers including cups and maintenance; (vi) project photographs and signage; (vii) surveying and project staking; (viii) site cleanup, both daily and final; and (ix) and testing and inspection required including pumping, soil testing, and material testing.

### 9.2. Profit

Profit for Program Unit Price List Items will also be standardized under the R3 Program. Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

## 10. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

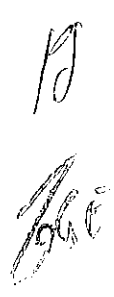
- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;

- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- 
- **Repair Works:** Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
  - **Construction of Replacement Homes:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are **(1)** upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), **(2)** upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), **(3)** upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and **(4)** upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

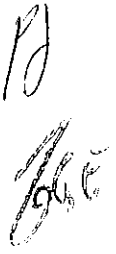
The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

## 11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

- 
1. *Puerto Rico Building Code* (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
  2. *Puerto Rico Residential Code* (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
  3. *Puerto Rico Mechanical Code* (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
  4. *Puerto Rico Plumbing Code* (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
  5. *Puerto Rico Fire Code* (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
  6. *Puerto Rico Fuel Gas Code* (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
  7. *Puerto Rico Energy Conservation Code* (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
  8. *Puerto Rico Existing Building Code* (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
  9. *Puerto Rico Private Sewage Disposal Code* (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
  10. *Puerto Rico Swimming Pool and Spa Code* (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

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

1. *Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use, and Business Operations ("Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, uso de terrenos y operación de negocios")*, as adopted on June 7, 2019;
2. *Local planning and zoning requirements*;
3. *Planning and Capacity Building (Section 105(a)(12) of the HCDA)*;
4. *Energy Development Goals (Section 105(a)(16) of the HCDA)*;
5. *Puerto Rico Firefighters Code*; most current approved version;
6. *Applicable Environmental Regulations*;



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

## 12. Tasks

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

### 12.1. Task 01: Construction Management/Administration

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

#### 12.1.1. Duties and Responsibilities

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

#### 12.1.2. Document Control and Information Technology

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

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

### 12.1.3. Occupational Safety and Health

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

### 12.1.4. Quality Control and Quality Assurance

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

### 12.1.5. Resilience Standard

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

### 12.1.6. Green Building Standard

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

#### 12.1.6.1. Green Standards for Repairs

The Selected Proposers must apply the following principles or requirements to the extent applicable to the repair activities undertaken:

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

#### 12.1.6.2. Green Standards for Replacement Home Construction

The Selected Proposers will require that all Reconstruction or New Construction covered by this RFP meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR Certified Homes (version 3 program requirements for the Tropic);
- Enterprise Green Communities;
- LEED BD+C (Building Design and Construction);
- LEED Homes;
- LEED O+M (Building Operations and Maintenance);
- LEED ND (Neighborhood Development);
- ICC-700 National Green Building Standard;
- EPA Indoor AirPlus (ENERGY STAR a prerequisite);
- The "Permiso Verde" from the "Oficina de Gerencia de Permisos"; or
- Any other equivalent comprehensive green building program acceptable to HUD.

The Proposer must identify which Green Building Standard(s), they plan to use for the rehabilitation, reconstruction, or new construction projects. Selected Proposers must comply with at least one of the standards set forth above as certification under a Green Building Standard is a program requirement as part of project closeout and final payment to the Proposer.

Due to the above, the PRDOH encourages selected Proposers to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed such as it is the case with the Energy Star Certification. At any time during the contract, and with the consent of the PRDOH, selected Proposers may change the Green Building Standard to be used for homes at which construction has not yet begun.

#### 12.1.7. Public Relations

The Selected Proposers are expected to cooperate with R3 Program's public relation efforts and facilitate dissemination of information. In order to achieve these goals, the Selected Proposers will, from time to time, provide and assist with data and information related to the R3 Program and its performance. The Construction Managers will channel any communication requests through the PRDOH and its representatives. The Proposers are not authorized to share any of the internal documents, data, confidential materials or sensitive information related to the R3 Program, unless an express and written authorization are provided by PRDOH.

#### 12.1.8. R3 Program Coordination

The Selected Proposer will be responsible for the coordination and communication with the other entities working in the R3 Program. These R3 Program's team member will be:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery. This public entity is called the "Owner" in the R3 Program;
- **Program Managers:** responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. Will also be responsible for the inspection of all works completed through the housing programs. This entity will provide services to the PRDOH that could include, but are not limited to, operation support, construction compliance, project management, statutory compliance; document control, accounting and reporting for the PRDOH;

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

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

### 12.2. Task 02: Architectural and Engineering Design

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

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

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

### 12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

### 12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-in for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

### 12.2.3. Specific Requirements:

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- Primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. For the purpose of clarity, the use of local manufactured cement will apply to any cast-in-place concrete work performed. The use of non-locally manufactured cement may be permitted when materials or products are not locally available in sufficient quantities or if required quality standards cannot be achieved with local products.
- Single-Family Manufactured or Modular homes will be allowed.
- All the engineer or architectural research, data and analysis necessary for the completion of the R3 designs will be included in the costs of the repairs, reconstruction or new construction work. These ancillary costs may include but limited to: soil studies, traffic studies, tree inventory, hydrology & hydraulic study, or land surveys;
- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$145,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$160,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$170,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$205,000.00;
- Maximum Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- Maximum Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional

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sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.

- If applicable, the design of homes must include modifications to accommodate SHPO requirements.
- Homes to be built on a historic district, must submit and conform the façade designs to the special permit requirements as dictated by the federal and local cultural and preservation offices; and
- All Model Homes shall have the options for applicants to choose from such as exterior paint color schemes, cabinets color scheme, floor color schemes, and any other optional component that will not have an impact on costs.

**12.2.4. Repairs**

The Selected Proposers will design the repair work of existing non-substantially damaged homes as indicated in the Damage Assessment Reports. Due to the nature of the repair work the Selected Proposers will be expected to create practical design and custom solutions for each household. The design for the repair work will be discussed and approved by the PRDOH or its representatives, 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.

### 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.

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#### 12.3.1. List of Permits or Endorsements

- Department of Transportation endorsement;
- Solid Waste Authority endorsement;
- Fire Department endorsement;
- Department of Agriculture endorsement;
- Municipality endorsement;
- Culture Institute endorsement;
- State Historical Preservation Office endorsement;
- United States Army Corp of Engineers endorsement;
- Environmental Quality Board endorsement;
- Planning Board endorsement;
- Department of Natural Resources and Environmental permit;
- General Consolidated permit;
- Public Service Commission permit;
- Demolition Permit;
- Lead and Asbestos Abatement permit;
- Construction permit;
- Propane Gas permit;



- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Roadwork construction or modification permit;
- PREPA endorsement;
- PRASA endorsement; and
- Occupancy permit ("Permiso de Uso").

#### 12.4. Task 04: Lead & Asbestos Abatement

The Selected Proposer shall secure and pay for all abatement permits, mitigation work, testing, and certifications required to execute the cleaning and prepare the projects for the demolition, rehabilitation, reconstruction or new construction activities. This task has to be completed in a timely, secure and safe 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;

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

#### 12.4.4. Notice of Completion

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

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

#### 12.5. Task 05: General Demolition

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

##### 12.5.1. Notice of Completion

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

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

### 12.6. Task 06: Single-Family Repair

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

#### 12.6.1. General Requirements

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

#### 12.6.2. Specific Requirements

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

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

- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions. This report will certify if the conditions observed match the Damage Assessment report, if not it will list the discrepancies;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Providing architectural and engineering construction plans and technical specification for the repair work;
- Selective demolition of site, exterior or interior elements in the lot;
- Site clearance and improvements;
- Removal of buildings materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Installation of smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of water and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, and modification or replacement of heating and cooling equipment;
- Utility connection from residential structure to water distribution system or local sewer collection lines, or installing septic tank system;
- Utility connection from residential structure to electrical distribution system;
- Building 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:

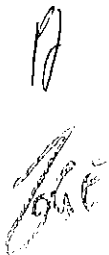
- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the PRDOH or its representative;
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.

### 12.7. Task 07: Single-Family Reconstruction or New Construction

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

#### 12.7.1. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Specially construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task;
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP;
- The home reconstruction or new construction will provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on Applicant eligibility;



- The reconstructed or newly constructed dwelling unit will be a single-story or two-story unit, as determinate by the PRDOH or its representatives; and
- The façade style for the reconstruction or new construction dwelling unit will select by the homeowner and approved by the PRODH or its representative, during the pre-construction meeting. Homeowner will also choose from options such as exterior paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that will not have an impact on costs.

### 12.7.2. Specific Requirements

The Selected Proposer will be required to construct a new dwelling unit for a single-family in the same lot (Reconstruction) or a new lot (New Construction). The reconstructed or newly constructed housing unit will be based on the Model Homes, previously pre-approved by the PRDOH or its representatives. These Model Homes and subsequent work on the properties may include, although not be limited to, the following:

- Preparing a work plan and schedule for each reconstructed or newly constructed dwelling unit;
- Verifying the information provided by the PRDOH or its representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions of the lot and its perimeter. This report will certify the site conditions observed;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the reconstruction or new construction work;
- Providing architectural and engineering construction plans and technical specification for the reconstruction or new construction;
- Geotechnical work for the site and the structure, including, but limited to: borings, in-site tests, slope stabilization analysis, laboratories, certification, and technical reports;
- Laboratory testing, certification and reporting for quality control, quality assurance or commissioning work, including, but not limited to: soils, concretes, masonries, asphalts, and waterproofing;
- Clearance, grading and improvements to the Site;
- Removal of buildings materials or debris in the lot;
- Geometrical correction or new construction to the Site entrance;
- Removal of buildings materials or debris in the lot;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Foundation work for new building structure including, but limited to: footing, block wall, foundation wall, and floor slab;
- Exterior work for new building structure including, but not limited to: concrete wall, masonry block wall, stone veneer, exterior plastering, metal siding, exterior window, exterior door, envelop insulation, shutter, skylight, built-up roofing, concrete roof, and metal roof;

PA

John

- 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.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be logged into



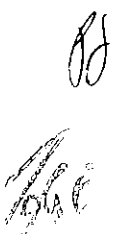
the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary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

#### 12.10. Task 11: Temporary Relocation

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

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

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

- 
1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
  2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
  3. Have no duplication of benefits issues that could prevent the Program from providing services;
  4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
  5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent 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 beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

<sup>2</sup> [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018\\_cade/2018state\\_summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_cade/2018state_summary.odn)

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**




# Attachment D

**William Rios Maldonado**

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**From:** Paul Judson <pauljudson@dswhomes.com>  
**Sent:** Wednesday, August 14, 2019 10:17 AM  
**To:** William Rios Maldonado; Laura Pagan Santana  
**Cc:** Donald Gerratt; Jim Schumer; Beau Yarbrough  
**Subject:** DSW Homes BAFO  
**Attachments:** DSW Homes BAFO 8-14-2019.pdf

Mr. Rios-Maldonado,  
Please find BAFO for DSW Homes

 Thank you,

Paul Judson  
VP Estimating and Procurement





502 20<sup>th</sup> Street  
Galveston, TX 77550  
409-744-3400

August 13, 2019

William G Rios-Maldonado, Esq.  
CDBGG-DR Procurement Director

RE: RFP No. CBGB DR-RFP-2018-09

Mr. Rios-Maldonado:

*JR*  
Please find our BAFO response for the above-mentioned RFP. We have reduced our soft costs and modified our hard costs to align them to be below the new program cap. We also modified our 2 story ADA pricing. We added \$5,375.00 (lift price, plus profit and overhead) to allow for a stair lift. If the program decides they do not wish to have a stair lift in the house that scope can be removed, effectively matching the ADA price for a 1 story house. We look forward to your favorable consideration to our offer.

*2019*

Jim Schumer  
DSW Homes LLC-CEO  
770-519-2357



**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.

**OVERHEAD AND PROFIT**

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

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

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

**MUNICIPAL TAXES**

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

**ADDITIONAL LINE ITEMS LIST**

**Design and Permitting Costs for Repair Awards (Soft Cost)**

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

No.	Item Description	Units	Unit Cost	Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	Soft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	LS	\$6,250	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.

*[Handwritten initials/signature]*

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

**Construction Works (Hard Costs)**

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

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

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

ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	\$6.56	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$129.85	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$192.34	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$185.46	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$245.01	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$4.67	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.32	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	\$1.60	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$4.37	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.19	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12'	SF	\$2.62	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	\$3.26	Cost Reasonableness Basis: RSMMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	\$21.72	Cost Reasonableness Basis: RSMMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	\$19.06	Cost Reasonableness Basis: RSMMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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

ID	Item Description	Unit	Unit Cost	Notes
28	Lead Removal: Cornice	SF	\$11.29	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Gables, one side	SF	\$20.27	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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	\$23.60	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

*Handwritten initials:* PJ, [unclear]

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
 Request for Proposals No. CDBG-DR-RFP-2018-09  
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
 Community Development Block Grant for Disaster Recovery  
 Page 6 / 7

ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$6.80	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$7.64	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$8.74	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$11.15	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$9.41	Cost Reasonableness Basis: RSMMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$19.13	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$20.14	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$31.88	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$47.44	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$34.95	Cost Reasonableness Basis: RSMMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$2.55	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$5.09	Cost Reasonableness Basis: RSMMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$3.40	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$6.05	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$1.91	Cost Reasonableness Basis: RSMMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$2.55	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.28	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$3.82	Cost Reasonableness Basis: RSMMeans 02 82 13.43 6150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$1.91	Cost Reasonableness Basis: RSMMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$15.31	Cost Reasonableness Basis: RSMMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$1.67	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

*Handwritten initials/signature*

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

ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.58	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$1.99	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bifurmonous flashing	SF	\$2.03	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.58	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty, 4 plies # 15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty, 4 plies # 15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty, 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty, Acrylic, 2 coats.	SF	\$2.06	Cost Reasonableness Basis: RSMMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rting., SBS mod. gran surf. cop sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.18	Cost Reasonableness Basis: RSMMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty, Heat welded seams, reinforced, 48 mils. fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$158.10	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	SF	\$0.98	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0020. 1.8 factor applied to labor to consider Minimum Wage Increase.

I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

DSW Homes, LLC  
 Proposer Entity Name

[Signature]  
 Proposer Authorized Representative Signature

8/13/19  
 Date

James Schumer  
 Proposer Authorized Representative Printed Name

END OF PROGRAM UNIT PRICE LIST



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

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

**Request for Proposals**  
**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant – Disaster Recovery**  
**CDBG-DR-RFP-2018-09**  
**(Revised for Negotiations on August 8, 2019)**

**Name of Proposer:** DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$19,485.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost <i>(applicable to soft and hard cost of Standard Model Home)</i>	\$4,200.00
SC-05	Overhead Cost <i>(applicable to all soft costs)</i>	\$5,285.25
SC-06	Profit Cost <i>(applicable to all soft costs)</i>	\$3,523.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$42,043.75</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Cap) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$115,950.00
HC-02	Overhead Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$17,392.50
HC-03	Profit Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$11,595.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$144,937.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$300.00
ADA-03	Overhead Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$900.00
ADA-04	Profit Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$186,981.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$197,456.25</b>

**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include: (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 60 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("register"); (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 ("Arbitros"), applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits and Construction Taxes ("Arbitros"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and 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

8/13/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Single Story-2 Bedroom

Phase 1: Design Services		
11.31.10	Architctural Fees	\$ 9,400.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM TestIng	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,045.25
	Profit	\$ 3,363.50
<b>Total Design and Permitting Services</b>		<b>\$ 42,043.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 26,500.00
Structural Work		
	Walls	\$ 20,500.00
	Cellings and Roofs	\$ 16,250.00
	<b>Total Structural Work</b>	<b>\$ 36,750.00</b>
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,500.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 6,400.00
	Paint	\$ 5,500.00
	Site work	\$ 7,500.00
	<b>Total Finishes</b>	<b>\$ 49,200.00</b>
<b>Total Construction Work</b>		<b>\$ 115,950.00</b>
Overhead		\$ 17,392.50
Profit		\$ 11,595.00
<b>Total Cost</b>		<b>\$ 144,937.50</b>

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One Story-2 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

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L. H. E.



**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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$19,885.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,600.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,345.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,563.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$42,543.75</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	\$127,900.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$19,185.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,790.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$159,875.00</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$15,800.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$202,418.75</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$218,218.75</b>

*Handwritten signature/initials*



**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.
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- (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 footage specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (this cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

8/13/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

**Two Story-2 Bedroom**

<b>Phase 1: Design Services</b>		
11.31.10	Architctural Fees	\$ 9,800.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,105.25
	Profit	\$ 3,403.50
<b>Total Design and Permitting Services</b>		<b>\$ 42,543.75</b>

<b>Phase 2 Construction Services</b>		
	General Requirement-Make ready	\$ 3,500.00
	Foundation Work	\$ 26,500.00
	Structural Work	
	Walls	\$ 28,450.00
	Ceilings and Roofs	\$ 16,250.00
	Total Structural Work	\$ 44,700.00
	Finishes	
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 11,500.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 6,400.00
	Paint	\$ 7,500.00
	Site work	\$ 7,500.00
	Total Finishes	\$ 53,200.00
	<b>Total Construction Work</b>	<b>\$ 127,900.00</b>
	Overhead	\$ 19,185.00
	Profit	\$ 12,790.00
	<b>Total Cost</b>	<b>\$ 159,875.00</b>

11  
Boe

Two Story-2 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
<b>Total ADA</b>	<b>\$ 15,800.00</b>

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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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$21,885.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,405.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,603.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$45,981.25</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	\$135,950.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$20,392.50
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$13,595.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$169,937.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$900.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$214,981.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$225,456.25</b>

*Handwritten initials/signature*

**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 ("register"); (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

8/13/19  
Date

James Schurer  
Proposer's Authorized Representative Printed Name

Single Story-3 Bedroom

Phase 1: Design Services		
11.31.10	Architctural Fees	\$ 11,800.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,405.25
	Profit	\$ 3,603.50
<b>Total Design and Permitting Services</b>		<b>\$ 45,048.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 34,750.00
Structural Work		
	Walls	\$ 24,900.00
	Ceilings and Roofs	\$ 19,200.00
	Total Structural Work	\$ 44,100.00
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	Total Finishes	\$ 53,600.00
<b>Total Construction Work</b>		<b>\$ 135,950.00</b>
Overhead		\$ 20,392.50
Profit		\$ 13,595.00
<b>Total Cost</b>		<b>\$ 169,937.50</b>

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Single Story-3 Bedroom

ADA	
<b>Structural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

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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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$22,285.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,465.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,643.50
<b>Sub-Total Soft Costs <sup>(4)</sup></b>		<b>\$45,543.75</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	\$147,925.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$22,188.75
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,792.50
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$184,906.25</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$15,800.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$230,450.00</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$246,250.00</b>

*Handwritten initials/signature*



**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-foot 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 were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal 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

8/13/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Two Story-3 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 12,200.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,465.25
	Profit	\$ 3,643.50
Total Design and Permitting Services		\$ 45,543.75

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 25,750.00
Structural Work		
	Walls	\$ 35,900.00
	Ceilings and Roofs	\$ 29,175.00
	Total Structural Work	\$ 65,075.00
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	Total Finishes	\$ 53,600.00
Total Construction Work		\$ 147,925.00
Overhead		\$ 22,188.75
Profit		\$ 14,792.50
Total Cost		\$ 184,906.25

*Handwritten initials/signature*

Two Story-3 Bedroom

ADA	
<b>Structural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
<b>Total ADA</b>	<b>\$ 15,800.00</b>

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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:** DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$22,685.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost <i>(applicable to soft and hard cost of Standard Model Home)</i>	\$4,200.00
SC-05	Overhead Cost <i>(applicable to all soft costs)</i>	\$5,525.25
SC-06	Profit Cost <i>(applicable to all soft costs)</i>	\$3,683.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$46,043.75</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	\$147,970.00
HC-02	Overhead Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$22,195.50
HC-03	Profit Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$14,797.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$184,962.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$300.00
ADA-03	Overhead Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$900.00
ADA-04	Profit Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$231,006.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$241,481.25</b>

*Handwritten signature/initials*

**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 BAFQ 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 stetwork (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional stetwork 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, stetwork, 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

8/13/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Single Story-4 Bedroom

Phase 1: Design Services		
11.31.10	Architctural Fees	\$ 12,600.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,525.25
	Profit	\$ 3,683.50
<b>Total Design and Permitting Services</b>		<b>\$ 46,043.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 37,950.00
Structural Work		
	Walls	\$ 31,520.00
	Cellings and Roofs	\$ 21,400.00
	<b>Total Structural Work</b>	<b>\$ 52,920.00</b>
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site Work	\$ 8,500.00
	<b>Total Finishes</b>	<b>\$ 53,600.00</b>
<b>Total Construction Work</b>		<b>\$ 147,970.00</b>
Overhead		\$ 22,195.50
Profit		\$ 14,797.00
<b>Total Cost</b>		<b>\$ 184,962.50</b>

Single Story-4 Bedroom

ADA	
<b>Structural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

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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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$23,085.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,600.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,585.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,725.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$46,543.75</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	\$163,975.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$24,596.25
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$16,397.50
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$204,968.75</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$15,800.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$251,512.50</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$267,312.50</b>



**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 60 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 Penalties and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Penalties 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

  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Two Story-4 Bedroom

Phase 1: Design Services		
11.31.10	Architctural Fees	\$ 13,000.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolttion Permits	\$ 500.00
	Overhead	\$ 5,585.25
	Profit	\$ 3,723.50
<b>Total Design and Permitting Services</b>		<b>\$ 46,543.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 31,850.00
Structural Work		
	Walls	\$ 40,875.00
	Cellings and Roofs	\$ 34,150.00
	<b>Total Structural Work</b>	<b>\$ 75,025.00</b>
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	<b>Total Finishes</b>	<b>\$ 53,600.00</b>
<b>Total Construction Work</b>		<b>\$ 163,975.00</b>
Overhead		\$ 24,596.25
Profit		\$ 16,397.50
<b>Total Cost</b>		<b>\$ 204,968.75</b>

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Two Story-4 Bedroom

ADA	
<b>Structural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
<b>Total ADA</b>	<b>\$ 15,800.00</b>

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**William Rios Maldonado**

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**From:** Paul Judson <paul.judson@dswhomes.com>  
**Sent:** Thursday, August 15, 2019 4:56 PM  
**To:** William Rios Maldonado; Laura Pagan Santana  
**Cc:** Donald Gerratt; Jim Schumer; Beau Yarbrough  
**Subject:** DSW Resubmit  
**Attachments:** DSW BAFO-Resubmit.pdf

Please find re-submission with mathematical errors corrected. The back-up sheets did not need to be corrected, but the numbers from those sheets numbers didn't properly transpose to the O-2 Sheets. I am including the complete package for your convenience.  
Please confirm receipt.

Paul Judson  
VP Purchasing and Estimating.

*W*

*W*



502 20<sup>th</sup> Street  
Galveston, TX 77550  
409-744-3400

August 13, 2019

William G Rios-Maldonado, Esq.  
CDBGG-DR Procurement Director

RE: RFP No. CBGB DR-RFP-2018-09

Mr. Rios-Maldonado:

Please find our BAFO response for the above-mentioned RFP. We have reduced our soft costs and modified our hard costs to align them to be below the new program cap. We also modified our 2 story ADA pricing. We added \$5,375.00 (lift price, plus profit and overhead) to allow for a stair lift. If the program decides they do not wish to have a stair lift in the house that scope can be removed, effectively matching the ADA price for a 1 story house. We look forward to your favorable consideration to our offer.



Jim Schumer  
DSW Homes LLC-CEO  
770-519-2357



**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.

**OVERHEAD AND PROFIT**

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

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

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

**MUNICIPAL TAXES**

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

**ADDITIONAL LINE ITEMS LIST**

**Design and Permitting Costs for Repair Awards (Soft Cost)**

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

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

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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/CAAPR 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	\$11,610	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/CAAPR 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	\$13,880	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/CAAPR 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.



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	\$186.46	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	\$1.60	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, mloc, 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.

*Handwritten initials/signature*

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
28	Lead Removal: Cornice	SF	\$11.29	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrolls	LF	\$7.90	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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	\$23.80	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 83 19.26 8000. 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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	\$31.88	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 6000. 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 5160. 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.

*Handwritten initials/signature*

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

ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.68	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-filable	SF	\$1.99	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.03	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.68	Cost Reasonableness Basis: RSMMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty, 4 plies # 15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty, 4 plies # 15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty, .45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty, Acrylic, 2 coats.	SF	\$2.06	Cost Reasonableness Basis: RSMMeans 07 56 10.10 0055. 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. rfg., SBS mod. gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	\$4.15	Cost Reasonableness Basis: RSMMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty, Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	\$3.18	Cost Reasonableness Basis: RSMMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soil Treatment: Termite Chemical Control	GL	\$168.10	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	SF	\$0.98	Reasonable Cost Basis: RSMMeans 2019 31 31 16.13 0020. 1.8 factor applied to labor to consider Minimum Wage Increase.

I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

DSW Homes, LLC

Proposer Entity Name

[Signature]  
 Proposer Authorized Representative Signature

8/13/19  
 Date

James Schumer

Proposer Authorized Representative Printed Name

END OF PROGRAM UNIT PRICE LIST



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

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

**Request for Proposals**  
**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant - Disaster Recovery**  
**CDBG-DR-RFP-2018-09**  
**(Revised for Negotiations on August 8, 2019)**

**Name of Proposer:** DSW Homes, LLC

**1. Model Home Proposed:**

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

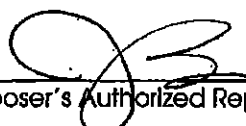
**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$19,485.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost <i>(applicable to soft and hard cost of Standard Model Home)</i>	\$4,200.00
SC-05	Overhead Cost <i>(applicable to all soft costs)</i>	\$5,045.25
SC-06	Profit Cost <i>(applicable to all soft costs)</i>	\$3,363.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$42,043.75</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	\$116,950.00
HC-02	Overhead Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$17,392.50
HC-03	Profit Cost <i>(applicable to Standard Model Home's hard costs)</i>	\$11,595.00
<b>Sub-Total Hard Costs <sup>(6)</sup></b>		<b>\$144,937.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$300.00
ADA-03	Overhead Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$900.00
ADA-04	Profit Cost <i>(applicable to ADA Compliance Delta hard costs)</i>	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$186,981.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$197,456.25</b>

*Handwritten initials/signature*

**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 ("register"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAF0 Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home;
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages;
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

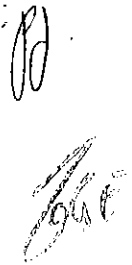
James Schumer  
Proposer's Authorized Representative Printed Name

8/15/19  
Date

Single Story-2 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 9,400.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,045.25
	Profit	\$ 3,363.50
<b>Total Design and Permitting Services</b>		<b>\$ 42,043.75</b>

Phase 2 Construction Services		
	General Requirement-Make ready	\$ 3,500.00
	Foundation Work	\$ 26,500.00
	Structural Work	
	Walls	\$ 20,500.00
	Ceilings and Roofs	\$ 16,250.00
	<b>Total Structural Work</b>	<b>\$ 36,750.00</b>
	Finishes	
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,500.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 6,400.00
	Paint	\$ 5,500.00
	Site work	\$ 7,500.00
	<b>Total Finishes</b>	<b>\$ 49,200.00</b>
	<b>Total Construction Work</b>	<b>\$ 115,950.00</b>
	Overhead	\$ 17,392.50
	Profit	\$ 11,595.00
	<b>Total Cost</b>	<b>\$ 144,937.50</b>



One Story-2 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

*Handwritten initials/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: DSW Homes, LLC

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <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	\$19,885.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,105.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,403.50
Sub-Total Soft Costs <sup>(3)</sup>		\$42,543.75
<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	\$127,900.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$19,185.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,790.00
Sub-Total Hard Costs <sup>(4)</sup>		\$159,875.00
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
Sub-Total ADA Compliance Delta Costs		\$15,800.00
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$202,418.75</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$218,218.75</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.
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- (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 work; 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

8/15/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Two Story-2 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 9,800.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,105.25
	Profit	\$ 3,403.50
<b>Total Design and Permitting Services</b>		<b>\$ 42,543.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 26,500.00
Structural Work		
	Walls	\$ 28,450.00
	Ceilings and Roofs	\$ 16,250.00
	<b>Total Structural Work</b>	<b>\$ 44,700.00</b>
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 11,500.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 6,400.00
	Paint	\$ 7,500.00
	Site work	\$ 7,500.00
	<b>Total Finishes</b>	<b>\$ 53,200.00</b>
<b>Total Construction Work</b>		<b>\$ 127,900.00</b>
Overhead		\$ 19,185.00
Profit		\$ 12,790.00
<b>Total Cost</b>		<b>\$ 159,875.00</b>

*Handwritten initials/signature*

Two Story-2 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
<b>Total ADA</b>	<b>\$ 15,800.00</b>

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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: DSW Homes, LLC

**1. Model Home Proposed:**

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


**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$21,885.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,405.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,603.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$46,043.75</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	\$135,950.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$20,392.50
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$13,595.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$169,937.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$900.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$214,981.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$225,456.25</b>

*Handwritten initials/signature*

**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer. If awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adopt 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 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.
- (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 stewartwork (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional stewartwork 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 were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, stewartwork, 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

8/15/19  
Date

James Schumacher  
Proposer's Authorized Representative Printed Name

Single Story-3 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 11,800.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,405.25
	Profit	\$ 3,603.50
<b>Total Design and Permitting Services</b>		<b>\$ 45,043.75</b>

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 34,750.00
Structural Work		
	Walls	\$ 24,900.00
	Ceilings and Roofs	\$ 19,200.00
	<b>Total Structural Work</b>	<b>\$ 44,100.00</b>
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	<b>Total Finishes</b>	<b>\$ 53,600.00</b>
<b>Total Construction Work</b>		<b>\$ 135,950.00</b>
Overhead		\$ 20,392.50
Profit		\$ 13,595.00
<b>Total Cost</b>		<b>\$ 169,937.50</b>

*Handwritten initials/signature*

Single Story-3 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

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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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$22,285.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$6,466.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,643.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$45,543.75</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Cap) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$147,925.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$22,188.75
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,792.50
<b>Sub-Total Hard Costs <sup>(6)</sup></b>		<b>\$184,906.25</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$15,800.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$230,450.00</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$246,250.00</b>

*Handwritten initials and signature*

**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

8/15/19  
Date

James Schumer  
Proposer's Authorized Representative Printed Name

Two Story-3 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 12,200.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,465.25
	Profit	\$ 3,643.50
Total Design and Permitting Services		\$ 45,543.75

Phase 2 Construction Services		
General Requirement-Make ready		\$ 3,500.00
Foundation Work		\$ 25,750.00
Structural Work		
	Walls	\$ 35,900.00
	Ceilings and Roofs	\$ 29,175.00
	Total Structural Work	\$ 65,075.00
Finishes		
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	Total Finishes	\$ 53,600.00
Total Construction Work		\$ 147,925.00
Overhead		\$ 22,188.75
Profit		\$ 14,792.50
Total Cost		\$ 184,906.25

*Handwritten initials/signature*

Two Story-3 Bedroom

ADA	
<b>Structural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
<b>Total ADA</b>	<b>\$ 15,800.00</b>

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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:** DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$22,685.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,525.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,683.50
<b>Sub-Total Soft Costs <sup>(4)</sup></b>		<b>\$46,043.75</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	\$147,970.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$22,195.50
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,797.00
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$184,962.50</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,460.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$900.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$815.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,475.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(8)</sup></b>		<b>\$231,006.25</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$241,481.25</b>

Handwritten initials and signature.

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 will be capped (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

8/15/19  
Date

James Schilmer  
Proposer's Authorized Representative Printed Name

Single Story-4 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 12,600.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,525.25
	Profit	\$ 3,683.50
<b>Total Design and Permitting Services</b>		<b>\$ 46,043.75</b>

Phase 2 Construction Services		
	General Requirement-Make ready	\$ 3,500.00
	Foundation Work	\$ 37,950.00
	Structural Work	
	Walls	\$ 31,520.00
	Ceilings and Roofs	\$ 21,400.00
	<b>Total Structural Work</b>	<b>\$ 52,920.00</b>
	Finishes	
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site Work	\$ 8,500.00
	<b>Total Finishes</b>	<b>\$ 53,600.00</b>
	<b>Total Construction Work</b>	<b>\$ 147,970.00</b>
	Overhead	\$ 22,195.50
	Profit	\$ 14,797.00
	<b>Total Cost</b>	<b>\$ 184,962.50</b>

*B*  
*2016*

Single Story-4 Bedroom

ADA	
<b>Strutural Work</b>	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
<b>Interior Work</b>	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
Finishes Total	\$ 2,660.00
Insurance Cost	\$ 300.00
Overhead	\$ 900.00
Profit	\$ 815.00
<b>Total ADA</b>	<b>\$ 10,475.00</b>

*BJ*

*2018*





**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: DSW Homes, LLC

**1. Model Home Proposed:**

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

**2. Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost <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	\$23,085.00
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$7,450.00
SC-03	Services During Construction (Design Supervision)	\$2,500.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$4,200.00
SC-05	Overhead Cost (applicable to all soft costs)	\$5,585.25
SC-06	Profit Cost (applicable to all soft costs)	\$3,723.50
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$46,543.75</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	\$163,975.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$24,596.25
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$16,397.50
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$204,968.75</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$13,560.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$300.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,164.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$776.00
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$15,800.00</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$251,512.50</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$267,312.50</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 airport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's airport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 60 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 were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

8/15/19  
Date

James Schumacher  
Proposer's Authorized Representative Printed Name

Two Story-4 Bedroom

Phase 1: Design Services		
11.31.10	Architectural Fees	\$ 13,000.00
11.31.50	Plan Modifications	\$ 1,675.00
11.31.51	Surveys Certificates	\$ 3,750.00
11.31.57	ACM Testing	\$ 1,500.00
21.63.10	Taxes (Design Services)	\$ 210.00
11.31.10	Design for Demolition	\$ 5,500.00
11.31.10	ACM Design	\$ 1,950.00
41.25.00	Services During Construction	\$ 2,500.00
	Insurance Cost	\$ 4,200.00
41.26.50	Permits	\$ 2,450.00
41.26.50	Demolition Permits	\$ 500.00
	Overhead	\$ 5,585.25
	Profit	\$ 3,723.50
<b>Total Design and Permitting Services</b>		<b>\$ 46,543.75</b>

Phase 2 Construction Services		
	General Requirement-Make ready	\$ 3,500.00
	Foundation Work	\$ 31,850.00
	Structural Work	
	Walls	\$ 40,875.00
	Ceilings and Roofs	\$ 34,150.00
	<b>Total Structural Work</b>	<b>\$ 75,025.00</b>
	Finishes	
	Plumbing	\$ 8,000.00
	Electrical	\$ 8,000.00
	General Carpentry	\$ 9,800.00
	Windows/Doors	\$ 4,300.00
	Cabinets and Trim	\$ 8,500.00
	Paint	\$ 6,500.00
	Site work	\$ 8,500.00
	<b>Total Finishes</b>	<b>\$ 53,600.00</b>
	<b>Total Construction Work</b>	<b>\$ 163,975.00</b>
	Overhead	\$ 24,596.25
	Profit	\$ 16,397.50
	<b>Total Cost</b>	<b>\$ 204,968.75</b>

*B*  
*2016*

Two Story-4 Bedroom

ADA	
Strutural Work	
Bathroom Upgrade	\$ 3,500.00
Exterior Access Upgrade	\$ 2,300.00
Structural Total	\$ 5,800.00
Interior Work	
Cabinets Upgrade	\$ 1,450.00
Doors/Trim/Hardware Upgrade	\$ 660.00
Appliance Upgrade	\$ 550.00
ADA Stair Chair Lift (Not Platform)	\$ 5,100.00
Finishes Total	\$ 7,760.00
Insurance Cost	\$ 300.00
Overhead	\$ 1,164.00
Profit	\$ 776.00
Total ADA	\$ 15,800.00

*JK*

*2016*

## ATTACHMENT E

### Performance Requirements

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

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

#### Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

#### Practice of Licensed Professions

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

#### Replacement Home Design Submission Performance Timeframes

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

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

Contractor must submit Replacement Home design deliverables as follows:

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

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

**Repair or Replacement Home Assignment Performance Timeframes**

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

- **Design and Permitting:** Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.
- **Repair Works:** All work under a repair award must be completed by Contractor within **sixty (60) days**. This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the 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 a repair award must be completed by Contractor within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

**Liquidated Damages & Penalties**

Contractor performance is subject to the following liquidated damages and penalties:

- **Liquidated 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.

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.

<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 Ifmeframes of performance.

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Contractor through the life of the Contract and the Program.

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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

COVERAGE	LIMIT
<b>I. 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)
<b>II. Employer's Liability Stop Gap:</b>	
• Bodily Injury by Accident Each Employee	\$1,000,000.00
• Bodily Injury by Accident Each Accident	\$1,000,000.00
• Bodily Injury by Disease Each Employee	\$1,000,000.00
• Bodily Injury by Disease Each Accident	\$1,000,000.00

( ) **3. Crime Insurance**

COVERAGE REQUIRED
<b>III. Employee Dishonesty:</b>
• Limit - \$500,000 Per Occurrence
• Deductible \$5,000 Per Occurrence
<b>IV. Forgery &amp; Alteration Form:</b>
• Limit - \$500,000 Per Occurrence
• Deductible \$5,000 Per Occurrence
<b>V. Theft, Disappearance &amp; Destruction (Inside/Outside):</b>
• Limit \$500,000 Per Occurrence
• Deductible \$5,000 Per Occurrence
<b>VI. 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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• 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

(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.

11. The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico**.

(X) a. Breach of warranty

(X) b. Waiver and / or Release of Subrogation

(X) c. Additional Insured Clause

(X) d. Hold Harmless Agreement

(X) e. 90 Days Cancellation Clause

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

### C. TERMS AND CONDITIONS

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

4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney Issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.


**D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES**


All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the \*LHA a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the \*LHA: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

**E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:**

 The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

 Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the \*LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the \*LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The \*LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

**F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5**

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.


**G. CERTIFICATE OF INSURANCE SECTION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

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**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

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.

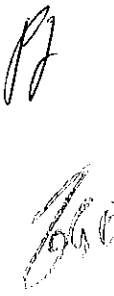
**12. AGE DISCRIMINATION ACT OF 1975**

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

- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.


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

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


**16. ASSIGNABILITY**

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

**17. INDEMNIFICATION**

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

**18. COPELAND "ANTI-KICKBACK" ACT**  
**(Applicable to all construction or repair contracts)**

 Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**20. DAVIS-BACON ACT**

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

**21. TERMINATION FOR CAUSE**

**(Applicable to contracts exceeding \$10,000)**

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

Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE  
(Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973  
(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

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- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
    - (iii) Rates of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
    - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  - 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  - 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of



October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts

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by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**25. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

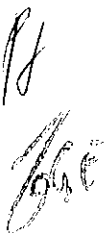
As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS  
(Applicable to contracts exceeding \$100,000)**

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 
- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
  - 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
  - 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every

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.

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

of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

**31. ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**32. HATCH ACT**

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

**33. HEALTH AND SAFETY STANDARDS**

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

**34. PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**35. WITHHOLDING OF WAGES**

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

**36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

**37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

**38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any

*Handwritten initials/signature*



property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

**39. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

**40. INTEREST OF CONTRACTOR**

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

**41. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**42. RELIGIOUS ACTIVITY**

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

**43. FLOOD DISASTER PROTECTION ACT OF 1973**

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

**44. LEAD BASED PAINT**

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

**45. VALUE ENGINEERING**

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

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

*A*

*John*

**GOVERNMENT OF PUERTO RICO**  
**PROJECT LABOR AGREEMENT BETWEEN**  
**PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**  
**AND**  
**DSW HOMES, LLC**

**ARTICLE 1. –LEGAL BASIS**

This Project Labor Agreement (hereinafter, "Agreement") is hereby adopted in accordance and in compliance with Section 3 of Administrative Bulletin No. OE-2018-033, titled "Executive Order of the Governor of Puerto Rico, Hon. Ricardo A. Rosselló Nevares, to increase minimum wage for construction workers, implement laws that require the use of cement produced in Puerto Rico, and require the use of labor agreements in construction projects paid using public funds", enacted on July 30, 2018 (hereinafter, "OE-2018-033").

**ARTICLE 2. –PURPOSE**

The Government of Puerto Rico wishes to contribute to the economic welfare of construction workers, increase peace in the workplace and employee safety, and promote efficient and punctual performance of the Construction Project, as defined in Article 4 of this Agreement, in such a way that complies with the public policy set forth in OE-2018-033. In accordance with Section 4 of OE-2018-033, this Agreement shall promote these objectives and it exclusively: binds all contractors and subcontractors who participate in the Construction Project; contains tools to avoid interruptions based on labor disputes; promotes harmony in the workplace; provides uniform mechanisms to solve labor conflicts, and increases cooperation between contractors and workers in matters related to productivity and occupational safety.

**ARTICLE 3. –PARTIES TO THE AGREEMENT**

This document is a Project Labor Agreement entered into by Puerto Rico Department of Housing (PRDOH), as agency of the Executive Branch of the Government of Puerto Rico (hereinafter, "Agency"), and **DSW HOMES, LLC**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

**ARTICLE 4. –CONSTRUCTION PROJECT**

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

**ARTICLE 5. –RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any

subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

**ARTICLE 6. –WAGES**

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.

If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

*W*  
*Jose*  
**ARTICLE 7. —PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT**

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.


Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.


**ARTICLE 8. –DISPUTE RESOLUTION**

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

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

**ARTICLE 9. –SAFETY AND PROTECTION REQUIREMENTS**

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

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

Furthermore, each Contractor must make sure that non-skillful workers ("obrerros no-diestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for its acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.


#### **ARTICLE 10. —UNIONS**


The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.

#### **ARTICLE 11. —APPLICABILITY TO EMPLOYEES**

The provisions of this agreement apply to all (skillful or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

 a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 — Fifth Revision (2005)."

 b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.

c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

#### **ARTICLE 12. —APPLICABILITY TO ENTITIES**

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.

Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

**ARTICLE 13. –SEVERABILITY**

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

**ARTICLE 14. –EXCLUSIVITY OF AGREEMENTS**

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

**ARTICLE 15. –EFFECTIVE PERIOD**

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.

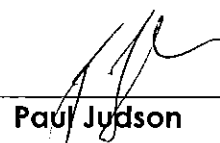
**AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING**, the parties sign this Agreement on December 16, 2019.

**DEPARTMENT OF HOUSING**



Fernando A. Gil-Enseñat, Esq.  
Secretary

**DSW HOMES, LLC**



Paul Judson  
VP of New Development